

AGENDA FOR THURSDAY, JUNE 18, 2009

Y/ N/ NA

APPOINTMENTS:

- 1. 9:30 a.m. - Pledge of Allegiance
Approval of Minutes
Approval of Purchase Orders
Approval of Accounts Payable
- 2. 9:40 a.m. - Public Comment
- 3. 9:45 a.m. - Bonding and Activity Report
- 4. 10:00 a.m. - Harpers Ferry Foundation - Request for Funding for John Brown Celebration
- 5. 10:15 a.m. - Development Authority - Request for Executive Director Moving Expenses
- 6. 10:45 a.m. - Stephanie Grove - Legal Update and Report
- 7. 11:00 a.m. - Jennifer S. Maghan - County Clerk's Report
- Approval of Depository Bonds
- 8. 1:30 a.m. - County Commission Workshop - County Building Security

OLD BUSINESS:

- 9. Legislative Issues - Discussion
- 10. Zoning and Subdivision Ordinance Amendments Discussion
- 11. Discussion, Report of Federal Stimulus Funds
- 12. Organizational Planning - Discussion
- 13. Request from the Jefferson County Public Service District for a Letter of Support for the PSD's Flowing Springs Sewer Project - Discussion/Action

- 14. County Health/Dental/Vision Decision - Discussion/Action

NEW BUSINESS:

- 15. Energy Efficiency Conservation Block Grant - Discussion/Action
- 16. Approval of Understanding of Services - Audit for Fiscal Year ended June 30, 2008
- 17. Approval of Bank Securities/Bonding - County Bank Accounts
- 18. Approval of Letter of Agreement on HOME Program - Property Maintenance Code Inspections for the Jefferson County Home Buyer Assistance Program
- 19. Detailed Written Explanation of Causes of Deficiencies in County Procedures Regards Recent State Audit Report and Specific Steps Taken to Correct (JS)
- 20. Letter to President Obama Inviting him to Speak here during Observance of John Brown Raid 150 Years Ago (JS)
- 21. Task GIS Specialist to Create Data Layer Showing Four Established Cycling Routes in Jefferson County (JS)
- 22. Request from Members of Biz Market to Use the County Parking Lot on Saturdays from 9:00 a.m. - 12:00 p.m.
- 23. County Administrator Reports
- 24. County Commission Reports

INFORMATION:

- 25. The County Commission meeting will be held in the Old Charles Town Library meeting room for the June 18, 2009 meeting.
- 26. Reminder that the Courthouse will be closed on Friday, June 19, 2009 in observance of West Virginia Day.
- 27. Appointment to be made to the Board of Zoning Appeals on June 25, 2009.
- 28. Appointments to be made to the following on July 2, 2009:
Parks & Recreation Commission

**Board of Health
Summit Point Library Committee
Potomac Headwaters RC&D Council
Eastern Panhandle Regional Planning & Development Council**

- 29. Animal Control Activity Report received for May 2009.
- 30. Invitation received from the Board of Education to attend the groundbreaking ceremony for the new elementary school at Breckenridge North on June 20, 2009, at 10:30 a.m.
- 31. Notice received of Aflac open enrollment dates.
- 32. Copy of correspondence sent to the Public Service District from Joseph A. Hankins concerning support for Rockymarsh Run stream gauge.
- 33. Correspondence received from Comcast concerning the NFL Network.
- 34. Correspondence received from Comcast concerning channel lineup changes.
- 35. Invitation received from the Charles Town Horsemen's Benevolent and Protective Association, Inc. to attend a "Night at the Races" on July 2, 2009, at 6:00 p.m.
- 36. Copy of correspondence sent to the Public Service Commission from Senator Snyder, Senator Doyle, Delegate Lawrence and Delegate Tabb received concerning PATH.
- 37. Public hearing schedule received from the Association of Counties for the Retiree Health Benefits Trust and PEIA Finance Board.
- 38. Motion to deny continuance received from Shenandoah Sales & Services, Inc.
- 39. Weekly settlement report received from the West Virginia Lottery for the Charles Town Races.
- 40. Miscellaneous

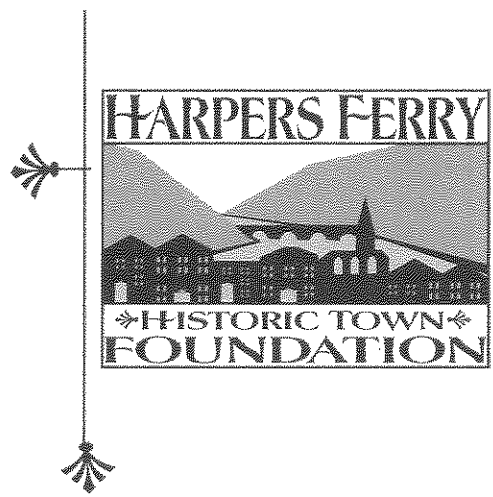
CORRESPONDENCE:

- 41. Correspondence received from Deborah and Kevin Kalb concerning feral cats.

☐☐☐ 42. Postcards received from the following concerning public library funding:

Joan E. Hogbin	Larry Parker	Susan L. Yost
Lynn Truslow	Linda Butler	Paul D. James
Andrea Diggs	Camio Perez-Mejia	Zane Overly
Nancy Rempe	Terry Thorson	Linia Overly
Geoffrey Koch	Victoria Klejnowski	Mary Sue Eldridge
Jeffrey C. Bannon	Wendy K. Williams	David G Eldridge
Chadsey Conant	Eric White	Bonnie J. Knott
Marcy M. Walker	Marci Groom	Walter B. Knott
Rebecca Clark	Michael Lippe	Barbara Byers
Laura Robertson	Jacob Vila	Jeanne Dillard
Peter Vila	Isaac Vila	Frances E. Brolle
Brenda Burlin	Jane A. Shipley	Barbara A. Meidhot
Joan Schell	Leah Graham	George E. Meidhot
Lisa Shears	Gail C. Elseroad	Steve Lietz
Kathy Theisen Knight	Richard Shipley	Tracie Welch
Carol Dyer	David Barlow	Billy A. Butt
Diana E. Eldridge		

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RECEIVED

Working Together to Preserve a National Treasure JUN 10 2009

Jefferson County Commission

June 10, 2009

To the Jefferson County Commission:

This letter is a request for financial assistance from the Commission for the various activities the town of Harpers Ferry is planning in connection with the 150th anniversary of the John Brown raid.

The raid on Harpers Ferry, and the subsequent trial and hanging of John Brown in Charles Town, have placed Jefferson County, and the town of Harpers Ferry, forever high in the notable history of our country. This event, which historians agree was one of the most crucial sparks which led to the Civil War, by any standard is the single most important event in the history of our County.

In the crucial period in October (the raid was on October 16-17-18), November and December (trial and execution in 1859) of this year we are expecting hundreds of thousands of visitors from all over the world. The National Historical Park, five counties in four states, the town of Charles Town (led by Commissioner Widmeyer and NAACP President George Rutherford), and the town of Harpers Ferry are planning many events to commemorate the sesquicentennial. Worldwide publicity has already been very heavy. We are expecting the visits of several governors, and the President of the United States has been invited. The coordinated website for the whole affair is: johnbrownsraid.org.

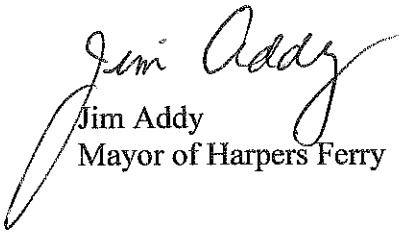
The town of Harpers Ferry is cooperating with the Park Service in the many activities. For its part the town is sponsoring a static exhibit in the restored Train Station, an educational program in schools conducted by the Harpers Ferry Mayor, a town picnic with reenactments, and production of the play "John Brown's Body." The powerful play, based on the famous poem by Stephen Vincent Benet, was originally put together by Charles Laughton and starred Raymond Massie, Dame Judith Anderson, and Tyrone Power. It was performed hundreds of times in the 1950's throughout the country and on Broadway, but has seldom been performed since. Our production headed by noted Director Joe Yates is already in rehearsal and will be performed in Shepherdstown and Harpers Ferry a number of times in the September-December time frame.

PO Box 1427 Harpers Ferry, WV 25425
(304)535-2030
www.HistoricHarpersFerry.org

APPS.

Our requests from the state, from the National Endowment for the Arts, and from the Federal Government for financial assistance to pay the expenses of our town activities have not met with success. The Harpers Ferry town government has generously provided a grant of \$3000 out of its meager resources. We are now asking the County Commission for help. Our budget is attached.

Sincerely yours,



Jim Addy
Mayor of Harpers Ferry



Al Alsdorf
President, Harpers Ferry Historic Town Foundation

Budget for the
Harpers Ferry Town Commemoration of John Brown's Raid

Mayor's Education Project

Equipment rental	\$ 300.00
Honorarium	\$ 1,100.00
PowerPoint Consultant	\$ 300.00
Total	\$ 1,700.00

John Brown's Body Play

Technical Director and Equip-ment	\$ 2,000.00
Director	\$ 500.00
Fee to Church	\$ 700.00
Musicians	\$ 1,500.00
Actors	\$ 1,800.00
Transportation	\$ 400.00
Insurance	\$ 500.00
Promotion and Publicity	\$ 4,000.00
Miscellaneous	\$ 500.00
Total	\$ 11,900.00

Train Station Display

Photo enlargements and framing	\$ 2,000.00
Shadow box for quilt	\$ 500.00
Display installation	\$ 300.00
Researcher	\$ 500.00
Brochure racks	\$ 100.00
Miscellaneous	\$ 100.00
Total	\$ 2,500.00

Town Picnic at Gazebo

Food	\$ 500.00
Entertainment	\$ 2,000.00
Total	\$ 2,500.00

Security (overtime) Total \$ 1,200.00

John Brown Reenactors Total \$ 800.00

Miscellaneous

Publicity/banners/communications	
Total	\$ 2,100.00

Grand Total \$ 23,700.00

10:15

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Leslie D. Smith

From: Jane Peters [jane@jcda.net]
Sent: Tuesday, June 02, 2009 12:09 PM
To: Leslie D. Smith
Subject: County Commission Appointment

Leslie-

Terry Marcus would like to request an appointment with the County Commission for Thursday, June 11, to request that the Commission provide moving expenses assistance for Thomas Bayuzik.

Thanks,

Jane

Jane K. Peters, CEcD
Jefferson County Development Authority
P.O. Box 237
Charles Town, WV 25414

(304) 728-3255
(304) 725-3133 (fax)

jane@jcda.net
www.jcda.net

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BOND OF BANK OF CHARLES TOWN
AS
DEPOSITORY OF PUBLIC MONEYS

KNOW ALL MEN BY THESE 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 the State of West Virginia, in the sum of Twelve Million Dollars (\$12,000,000.00) 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 Senior Vice President to sign its corporate name and affix its corporate seal hereto by order of its Board of Directors, this 9th day of June 2009.

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, West Virginia, as depository of public moneys under the provisions of Chapter 7, Article 6, Section 2, 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 2009, until the 31st day of December, 2009, 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, and in accordance with the provisions of Chapter 7, Article 6, Section 2 of the code, has executed two Irrevocable Standby Letters of Credit; No. 10072671 for \$8,000,000 to cover all County accounts excluding Impact Fees, and Letter of Credit No. 10072670 for \$4,000,000 to cover the County Impact Fees. These Letters of Credit are issued with the Federal Home Loan Bank of Pittsburgh, PA. These letters 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 Jefferson County Commission.

In event of any default in the conditions of this bond, The Federal Home Loan Bank shall reimburse 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 funds under these Letters of Credit from the 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 said County Commission 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 December 31, 2009, if the said Bank of Charles Town has complied with the conditions of this bond, said letters 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 letters of credit.

Bank of Charles Town

SEAL

Gayle M. Johnson
Senior Vice President

State of West Virginia

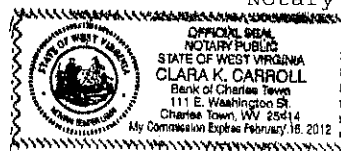
County of Jefferson, to-wit:

The foregoing instrument was acknowledged before me this 9th day of June 2009, by Gayle M. Johnson, Senior Vice President of Bank of Charles Town, a West Virginia corporation, on behalf of the corporation.

Clara K. Carroll
Notary Public

My Commission expires:

February 18, 2012



I RALPH A. LORENZETTI, JR., 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 Chapter 7, Article 6, Section 2 of the Code of West Virginia.

Date 6-9-2009

Ralph A. Lorenzetti, Jr.
Prosecuting Attorney

received
June 9, 2009

BOND OF UNITED BANK, INC.
AS
DEPOSITORY OF PUBLIC MONEYS

KNOW ALL MEN BY THESE PRESENTS,

That the undersigned United Bank, Inc., a banking institution incorporated under the laws of the State of West Virginia and doing business at Parkersburg, Wood County, West Virginia, is held and firmly bound unto the State of West Virginia, in the sum of Five Million Dollars (\$2,500,000.00) for the payment of which well and truly to be made, the said United Bank, Inc. binds itself and its successors firmly by these presents.

IN WITNESS WHEREOF the said United Bank, Inc. has executed this bond by causing its Controller to sign its corporate name and affix its corporate seal hereto by order of United Bank, Inc. Asset Liability Management, this 27th day of March 2009.

The condition of the above obligation is such that whereas the said United Bank, Inc. has been designated by the County Commission of Jefferson County, West Virginia, as depository of public moneys under the provisions of Chapter 7, Article 6, Section 2, Official Code of West Virginia, now therefore, if said United Bank, Inc. shall receive, keep safe, and pay over all moneys which may be deposited in or come under the custody of said United Bank, Inc. as such depository, from the 1st day of July 2009 until the 30th day of June 2010, and shall faithfully perform all of the duties imposed by said Article upon the said United Bank, Inc. 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 United Bank, Inc. in its capacity as such depository of public moneys, the said United Bank, Inc., by order of said County Commission, and in accordance with the provision of Chapter 7, Article 6, Section 2 of the code, has executed an Irrevocable Standby Letter of Credit for \$2,500,000.00 to cover all County accounts. The Letter of Credit is issued with the Federal Home Loan Bank of Pittsburgh, PA. The 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 Jefferson County Commission.

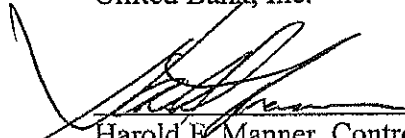
In the event of any default in the conditions of this bond, the Federal Home Loan Bank shall reimburse the County Commission of Jefferson County, West Virginia, and shall accept as sufficient evidence of such default for such delivery, a certified copy of an order of said County Commission stating such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

Upon receipt of said funds under the Letter of Credit from the said Federal Home Loan Bank of Pittsburgh, PA in case of any default of the said United Bank, Inc. in complying with the conditions of its said bond, the said County Commission shall apply

the proceeds to the payment of the amount owing by said United Bank, Inc. 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 United Bank, Inc.

On June 30, 2010, if the said United Bank, Inc. 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 United Bank, Inc., will execute such new bond and new letter of credit.

United Bank, Inc.

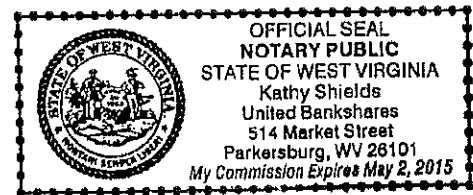

Harold F. Manner, Controller

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

The foregoing instrument was acknowledged before me this 27th day of March 2009, by Harold F. Manner, Controller of United Bank, Inc., a West Virginia corporation, on behalf of the corporation.


Notary Public

My commission expires on the 2nd day of May 2015.



I, _____, 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 Chapter 7, Article 6, Section 2 of the Code of West Virginia.

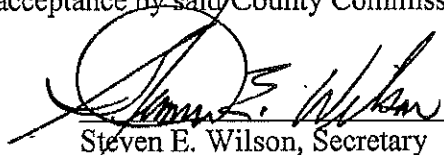
Date _____

Prosecuting Attorney

RESOLUTION

“Resolved that this bank do execute and deliver to the County Commission of Jefferson County, West Virginia, a bond in the penalty of \$2,500,000.00 as depository of Public Moneys, under the provisions of Chapter 7, Article 6, Section 2, Official Code of West Virginia, and that said bond be secured by an Irrevocable Standby Letter of Credit. The Irrevocable Standby Letter of Credit is issued by the Federal Home Loan Bank of Pittsburgh, PA in the favor of the Jefferson County Commission. The Irrevocable Standby Letter of Credit may be adjusted from time to time based upon the amount of deposits maintained at United Bank, Inc., and with the concurrence of the Jefferson County Commission.

The draft of the said bond has been read and submitted to United Bank, Inc. Asset Liability Management and is hereby approved, and the Secretary of United Bank, Inc. be and is hereby authorized and directed to execute said bond, in the corporate name, and under the corporate seal of this bank, and the Secretary of this bank be and 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 Clerk of the said County Commission the said bond of this bank to become effective July 1, 2009, and to expire on June 30, 2010, subject to the approval of and acceptance by said County Commission.”



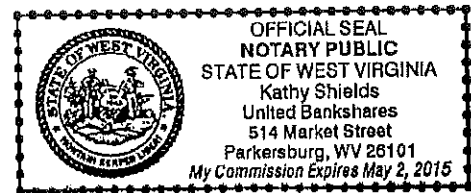
Steven E. Wilson, Secretary

State of West Virginia
County of Wood, to wit:

The foregoing instrument was acknowledged before me this 27th day of March, 2009, by Steven E. Wilson, Secretary of United Bank, Inc., a West Virginia Corporation, on behalf of the corporation.

Kathy Shields
Notary Public

My commission expires on the 2nd day of May 2015.





**Term Sheet of Irrevocable
Standby Letter of Credit**

Letter of Credit No. 10072387

Date: May 14, 2009

The Federal Home Loan Bank of Pittsburgh ("Bank") hereby acknowledges that it has received a request from the member institution identified below ("Member"), to have the Bank issue an Irrevocable Standby Letter of Credit, in form and substance satisfactory to the Bank in its sole discretion, under the terms set forth below ("Credit"). The issuance of the Credit by the Bank is subject to the receipt by the Bank of this Term Sheet properly executed by Member, and the terms and conditions set forth in the Irrevocable Standby Letter of Credit Reimbursement Agreement ("Reimbursement Agreement") between the Bank and Member.


- A. Name of Member: UNITED BANK
- B. Name and Address of Beneficiary: Jefferson County Commissioner
P.O. Box 250
124 East Washington Street
Charles Town WV 25414
- C. Credit: \$2,500,000.00
- D. Fees: \$275.00
- E. Effective Date of Credit: May 14, 2009
- F. Expiration Date of Credit: June 19, 2009
- G. When issued, the Credit is irrevocable and, except with the express prior written consent of the Bank, non-transferable. The Credit will be sent to Beneficiary by mail or other reasonable means of delivery. The Credit will be issued subject to the terms and conditions set forth in the Reimbursement Agreement.
- H. Purpose of the Credit: Collateralized Deposits

Member hereby represents and warrants to the Bank that: 1) Neither this Credit nor any transaction to which it relates violates or will violate any law or regulation applicable to Member; 2) It is not in default under the terms of the Advances, Collateral Pledge and Security Agreement between Member and the Bank ("Master Agreement") or any other agreement between the Bank and Member; 3) It has full corporate power and authority and has received all corporate and governmental authorizations and approvals as may be required to enter into and perform its obligations under the Reimbursement Agreement and this Term Sheet; 4) It will at all times maintain the terms of the Reimbursement Agreement and this Term Sheet on its books and records; 5) It maintains sufficient Qualifying Collateral in accordance with the Bank's Collateral Policy to fully secure the Standby Letter of Credit to which this Term Sheet relates; 6) It maintains sufficient Qualifying Collateral to fully secure all outstanding advances and other credit products as required by the Federal Home Loan Bank Act, the Rules and Regulations of the Federal Housing Finance Board, the Bank's Collateral Policy, and the Master Agreement; 7) It holds the required amount of Federal Home Loan Bank Capital Stock; 8) It is not subject to any supervisory or consent agreement with any regulatory body that has authority over it; and 9) It is in compliance with all applicable Bank Credit Policies, including the Bank's Standby Letter of Credit, Master Collateral and Credit Policies and other Credit Policies.

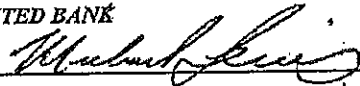
Member acknowledges that the signatures of the Bank and Member on this Term Sheet constitute the agreement of the Bank and Member to the issuance of the Irrevocable Standby Letter of Credit on the terms set forth above and in the Reimbursement Agreement, and that the Reimbursement Agreement and this Term Sheet will become part of the Master Agreement.

Please sign this Term Sheet where indicated below, and return the same to the Bank. The Credit will not be issued by the Bank until the Bank receives a copy of this Term Sheet properly executed by Member.

FEDERAL HOME LOAN BANK OF PITTSBURGH

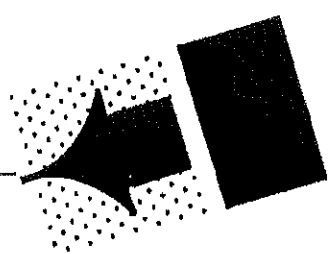
By:  Michael Solomon
Financial Products Manager
Title: _____

By: 
Dennis Bridge
Senior Collateral Analyst
Title: _____

UNITED BANK
By: 
Authorized Signature
Title: Treasury Officer

By: _____
Authorized Signature
Title: _____

Address: 514 Market Street
Parkersburg WV 26101



received
June 8, 2009

**JEFFERSON COUNTY COMMISSION DEPOSITORY BOND
BRANCH BANKING AND TRUST COMPANY
WINSTON-SALEM, NORTH CAROLINA**

KNOW ALL MEN BY THESE PRESENTS, That, the undersigned, Branch Banking and Trust Company (BB&T), Winston-Salem, 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 One Million Dollars (\$1,000,000.00) 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 June 2009.

THE CONDITIONS OF THE ABOVE OBLIGATION IS SUCH THAT, Whereas, BB&T of Winston-Salem, 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 BB&T, 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 BB&T 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:

<u>PAR VALUE</u>	<u>DESCRIPTION</u>	<u>COUPON RATE</u>	<u>MATURITY DATE</u>
\$1,000,000.00	GNMA 782475(36241KXC7)	6.00%	11/15/2038

Authorization for the pledging of the above securities is certified to the Secretary of the Board of Directors of said Bank attached hereto.

It is understood and agreed:

- (1) Such collateral shall be held by **WACHOVIA BANK AND TRUST CO., N.A.**, Winston-Salem, North Carolina or the **FEDERAL RESERVE BANK** of Richmond, Virginia, (Safekeeping Agents) so long as the said BB&T is not in default in its undertakings hereinabove set out, and if the said BB&T has not defaulted in its undertakings then such collateral shall be returned to the said BB&T on the 30th day of June, 2010.
- (2) The said BB&T 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 BB&T 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 BB&T shall have the right to withdraw any part of the above-mentioned collateral when properly authorized, providing the monies on deposit with the said BB&T do not exceed the amount of such collateral security remaining as security for the performance under the terms of this depository bond.

- (4) In the event of default of the said BB&T in its undertakings, herein set out during the said period beginning July 1, 2009 and ending June 30, 2010 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 BB&T after due notice is given to the said BB&T.

(SEAL)

BRANCH BANKING AND TRUST COMPANY

BY: E. Michael Sessoms
Senior Vice President,
BB&T Funds 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 E. Michael Sessoms, who signed the writing above as Senior Vice President of BB&T, a Corporation, bearing date of the 3rd day June 2009 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 June 2009.

Amy Pittman
Notary Public

My commission expires: 7/23/2013

I, Ralph Lorenzetti, Prosecuting Attorney of Jefferson County, West Virginia hereby certify that the above bond is in due and legal form and is conformable to the provision of Article 6, Chapter 7, of the West Virginia Code.

Prosecuting Attorney

STANDING RESOLUTION – FUNDS MANAGEMENT

AUTHORITY TO PURCHASE, SELL, TRANSFER OR ASSIGN, OR OTHERWISE ENGAGE IN TRANSACTIONS WITH RESPECT TO, SECURITIES AND FINANCIAL INSTRUMENTS OR CONTRACTS

RESOLVED, that each of the following officers may purchase, sell, transact, deal in or otherwise engage in transactions with respect to any of the following: (a) any security (including, but not limited to any note, stock, treasury stock, United States Bonds or other bonds of any nature, mutual funds, debenture, collateral trust certificate, pre-organization certificate or subscription, voting-trust certificate, certificate of deposit, investment contract or certificate of interest, interest of a limited partner in a limited partnership, warrants, subscriptions or any other interest commonly known as a "security"); (b) currency (including any forward or spot foreign exchange agreement), check, draft, bill of exchange, or bank letter of credit; (c) commodity futures contract or forward contract, (including any option, warrant, or right to subscribe to or purchase or sell a commodity futures contract or an option to purchase or sell a commodity or any spot transaction with respect thereto) (d) any loan, debt or evidence of indebtedness (including, but not limited to, any interest or participation in a loan, a group or index of securities, or certificate of deposit, (including an interest therein or based on the value thereof)), (e) any option on any of the foregoing, including an option to purchase or sell any such security, certificate of deposit, loan, interest, group or index, (f) any forward agreement, repurchase or reverse repurchase transaction on any such security, certificate of deposit, loan, interest, group or index, or option, and (g) any swap agreement (including, but not limited to, any interest rate swap, option, future, or forward agreement (including a rate floor, rate cap, rate collar or basis swap)), any currency swap, cross-currency swap or cross-currency rate swap, any agreement in respect of precious metals, any equity index or equity swap, option, future, or forward agreement, any debt index or debt swap, option, future, or forward agreement, any total return, credit spread, credit default, credit index or credit swap, option, future, or forward agreement, any commodity index or a commodity swap or option thereon, and any other agreement or transaction that is similar to any other agreement or transaction referred to herein and that (i) is of a type that has been, is presently, or in the future becomes, the subject of recurrent dealings in the swap markets, and (ii) is a forward, swap, future, or option on one or more rates, currencies, commodities, equity securities, or other equity instruments, debt securities or other debt instruments, quantitative measures associated with an occurrence, extent of an occurrence, or contingency associated with a financial, commercial, or economic consequence, or economic or financial indices or measures of economic or financial risk or value (collectively, "Transactions");

FURTHER RESOLVED, that any and all purchases, sales, assignments or transfers of, or the entering into the foregoing Transactions heretofore or hereafter made by any of the below named officers as authorized by the foregoing resolutions are hereby ratified and confirmed.

FUNDS MANAGEMENT

Daryl N. Bible	Senior Executive Vice President and CFO
Hal S. Johnson	Executive Vice President & Treasurer
Gypsy A. McKenzie	Executive Vice President
Margaret A. Fletcher	Senior Vice President
Thomas E. Powell	Senior Vice President
Stuart F. Winikoff	Senior Vice President
Teressa G. Williams	Senior Vice President
Christopher M. Reilly	Vice President
Douglas W. Jernigan	Assistant Vice President
Andrew D. Kunkel	Assistant Vice President
Elizabeth T. Longee	Assistant Vice President
Lynda Self	Banking Officer

FURTHER RESOLVED, that the following people are hereby authorized to sign any documents or agreements (including any master agreements), to pledge and receive collateral and to make and receive payments, in each case with respect to the foregoing Transactions, and any such documents, agreements, pledges, receipts and payments heretofore or hereafter made by any of the below named officers as authorized by the foregoing resolutions are hereby ratified and confirmed.


FUNDS MANAGEMENT

Daryl N. Bible	Senior Executive Vice President and CFO
Hal S. Johnson	Executive Vice President & Treasurer
Gypsy A. McKenzie	Executive Vice President
Dorothy M. Clewis	Senior Vice President
Margaret A. Fletcher	Senior Vice President
John B. Foreman	Senior Vice President
Thomas E. Powell	Senior Vice President
Ernest M. Sessoms	Senior Vice President
Donna L. Thorne	Senior Vice President
Teresa G. Williams	Senior Vice President
Robert Randal	Vice President
Christopher M. Reilly	Vice President
Douglas W. Jernigan	Assistant Vice President
Myra I. Edge	Banking Officer
Carrie B. Kinlaw	Banking Officer

This is to certify that the foregoing is a true and correct transcript of a resolution adopted by the Board of Directors of Branch Banking and Trust Company, Winston-Salem, North Carolina, at a regular meeting held April 28, 2009 at which a quorum was present and voting throughout, and said resolution has not been amended, repealed or modified.

This 1st day of May, 2009.

BRANCH BANKING AND TRUST COMPANY



Frances B. Jones, Secretary

13

Leslie D. Smith

From: James V. Kelsh, Esq. [kelshlaw@yahoo.com]
Sent: Thursday, June 04, 2009 10:53 AM
To: ldsmith@jeffersoncountywv.org
Cc: Sue Lawton; Joseph Hankins
Subject: Agenda item request, letter to PSC supporting Flowing Springs sewer project
Attachments: Jeff Co Comm support ltr.doc

Ms. Smith,

Attached please find a draft letter for the County Commission's consideration expressing support to the PSC for the Jefferson County PSD's Flowing Springs sewer project. Please place this item on the agenda for the next County Commission meeting.

The PSC has scheduled a public hearing June 25 at the Ranson City Building on the District's certificate application. The evidentiary portion of the hearing begins at 3 pm, and the public comment period starts at 7 pm. The District would like to have a letter of support from the County Commission filed with the PSC before then, and to have the President of the County Commission attend the public comment portion of the hearing to express support for the Project.

The attached draft is just that, and the District recognizes that the County Commission may modify it as it sees fit.

Please feel free to contact me should you or any member of the County Commission have any concerns or questions. Please confirm your receipt of this e-mail by replying to it. Thank you for your assistance.

James V. Kelsh, Esq.
300 Summers St., Ste. 1230
P.O. Box 3713
Charleston, WV 25337-3713
(304) 343-1654
Fax: (304) 343-1657
kelshlaw@yahoo.com

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION. If you received this message in error, please notify the sender of the sending error.

Old Business

June 11, 2009

Ms. Sandra Squire
Executive Secretary
Public Service Commission of
201 Brooks Street
Post Office Box 812
Charleston, West Virginia 25323

RE: CASE NO. 09-0347-PSD-CN
JEFFERSON COUNTY PUBLIC SERVICE DISTRICT

Dear Ms. Squire:

The Jefferson County Commission wishes to express its support for the Flowing Springs sewer project ("Project") submitted to the Public Service Commission ("PSC") by the Jefferson County Public Service District ("District").

The Project, if granted a certificate of convenience and necessity by the PSC, will result in the construction of a 1 million gallon per day membrane bio reactor wastewater treatment plant located in the Halltown area of Jefferson County. The cost of the Project will be paid for by a federal stimulus fund grant and Capital Improvement Fees ("CIFs") paid by developers or builders on the District's system.

The Jefferson County Commission believes that the District has selected the right location for its plant, the right type of plant, and the right way to pay for the Project. The plant location is close to the housing developments that are expected to use the plant in Jefferson County's residential growth corridor. The membrane bio-reactor plant is designed to remove nitrogen and phosphorous nutrients from the District's discharge to protect the water quality and the aquatic life environment of the Chesapeake Bay and its tributaries, including the Shenandoah River. The District's proposed method to repay the cost of this facility, with CIFs, is appropriate because it is new growth in the county that is creating the need for this facility. The District's receipt of federal stimulus funds, for which there is much competition, confirms the merit of this Project.

For these reasons, the Jefferson County Commission urges the PSC to grant a certificate of convenience and necessity to the District for the Project and approve the District's proposed funding and rates.

Jefferson County Commission

By: _____
Dale Manuel, President

To: Jefferson County Commission
 From: Leslie D. Smith, County Administrator
 Date: June 11, 2009
 Re: County Health/Dental/Vision Insurance

Prior to and during budget deliberations, the County Commission decided that any increased cost of health/dental/vision single employee insurance would be absorbed by the County. Further, that the current coverage or benefit would not be decreased for county employees.

The County Administrator was directed to solicit quotes from insurance companies requesting that each insurance company provide a quote matching the current County coverage.

Correspondence was received from Aetna, Cigna, United Healthcare and Coventry Insurance Companies declining to provide quotes for coverage because they could not be competitive with the current rates provided by our current carrier. Boston Mutual provided quotes for a self-insured program that could run between \$1.55 million to \$2.15 million.

Health insurance renewal rates were received from Guardian reflecting an 18% premium increase beginning July 1, 2009, a dental premium increase of 7% and no increase in vision premiums.

Mountain State Blue Cross/Blue Shield provided premium quotes for health insurance only.

Below are the projected Fiscal Year 2010 premium costs for each quote, making the following assumptions as extrapolated from the June 2009 invoice:

151 Single Medical
 164 Dental
 165 Life
 164 Vision
 22 Family Medical

	Guardian	MS BC/BS
Annual Single	\$ 1,490,533.08	\$ 1,021,913.64
Annual Family	\$ 152,420.40	\$ 104,221.92
Total	\$ 1,642,953.48	\$ 1,126,135.56

The cost difference of the 2 plans is \$518,818.00 with BC/BS being the less expensive. Dental/Vision was not included in the above table since it is not provided by BC/BS. If the County chose to change health insurance providers, dental/vision could be maintained with Guardian or the County may switch to Delta Dental since it is less expensive than Guardian and retain Guardian for vision.

The total annual premium cost to the County for BC/BS including Guardian Dental/Vision will be \$1,198,285.

The total annual premium cost to the County for Guardian will be \$1,715,103.

Total employee health claims for the period beginning March 2008 through February 2009 were \$1,290,456.

The annual cost for Mountain State BC/BS is \$164,321 less than actual claims paid for the March 2008-February 2009 time period.

Mountain State BC/BS has the largest provider network in West Virginia and the nation and receives large discounts from providers which give them the ability to be more aggressive in their pricing. The concern we all have is that Mountain State will "low ball" the first year rate and come back next year with a very high renewal rate and that we cannot go back to Guardian. We requested a "not to exceed" renewal projection for the second plan year which was considered but declined by Mountain State as such an offer has never been a practice. The Director of Group Sales stated that their five year average renewal increase for groups greater than 51 was 11.2%. For 2008 the renewal rate was 9.9% with the 2009 renewal rate currently averaging 7.9%. That is no assurance that renewals may not exceed these amounts.

Based on the proposals received, Mountain State is offering the most competitive cost to the County. Guardian provides the most benefit to the individual employee.

Of major concern is the cost of insurance for employees that elect the family coverage option. Currently, the County pays 50% of the cost for family coverage for each employee. The current cost for family coverage is \$978.56 per month with the employee/county each paying \$489.28 monthly. The increase with Guardian would be \$1,154.70 per month with the employee/county each paying \$577.35 monthly (\$88.00 employee/county increase). With Mountain State, the cost for family coverage is \$789.56 per month with employee/county each paying \$394.78 monthly (\$94.50 employee/county decrease).

The County budgeted \$1,887,418.00 for employee insurance coverage including the 50% match for employees electing family coverage.

If the County decided to keep the amount of the employee family cost fixed at \$489.28 per month and pay the difference, based on the June invoice, the cost to the County would be \$665.42 per month.

Using the same assumptions from the June invoice, the cost annually to the County would be:

Annual Single Premium	\$1,490,533.08
Annual Family Premium	175,670.88
Dental/Vision/Life	<u>72,149.76</u>
TOTAL	\$1,738,529.72

The difference in the budgeted amount and the premium amount is \$148,888.28.

The total cost for Mountain State, using the same assumptions from the June invoice would be:

Annual Single Premium	\$1,021,913.64
Annual Family Premium	104,221.92
Dental/Vision/Life	<u>72,149.76</u>
TOTAL	\$1,198,285.32

The difference in the budgeted amount and the premium amount is \$689,132.68.

Based on the dental/vision proposals received, Delta Dental is the most competitive at \$21.46 per employee per month with Guardian at \$22.29 per month or a difference of .83 per employee per month or \$1,633.44 annually.

In addition to the above information, options will be provided to the Commission to establish the following:

- Employee Health Savings Accounts
- Health Reimbursement Accounts
- Health Insurance Bridge/Indemnity Insurance

To assist in defraying employee costs related to either plan selected, the County may consider implementing these options. If the County were to choose to change carriers at this time, the addition and refining of these options will lessen the impact to employees caused by a reduction in benefits.

2009 Health Insurance Comparison
June 11 2009

	Guardian	Mountain State Blue Cross/ Blue Shield
Contract Type		SB+250/500 100/80
Office Visits	Subject to deductible and coinsurance	Office Visit Copay \$10
Deductibles	\$250	\$250 Individual \$500 family
Co Insurance	100% / 80% /100%	100% / 90%
Co Insurance Out of Pocket Maximum	\$0	\$3150 Individual / \$5000 Family
Office Visit Copay	N/A	\$10 per office visit, 100% thereafter no-deductible
Hospital Admission Copay	N/A	100% in network / 80% out of network
Emergency Room Copay	N/A	100%, Subject to Deductible and Coinsurance
Lifetime Maximum	\$1,000,000	\$2,000,000
Benefit Features		
Dependent Age Limit	23/25, if full time student	19/25, if full student
Durable Medical Equipment	Subject to medical lifetime maximum	100% in-network / 80% out of network
Foot Disease and Deformity	Subject to medical lifetime maximum	
HIAA Percentile	90th	
Home Health Care	100 visits/year	100% in-network / 80% out of network (Maximum 100 visits)
Infertility	\$5000 Lifetime Limit	
Morbid Obesity (Surgical Treatment)	Subject to medical lifetime maximum	
Physical Therapy/Occupational Thera	Subject to medical lifetime maximum	100% in-network / 80% out of network
Speech Therapy	Included	100% in network / 80% out of network
Private Duty Nursing	Subject to medical lifetime maximum	100% in network / 80% out of network
Prosthetic & Orthotics	Subject to medical lifetime maximum	100% in network / 80% out of network
Spinal Manipulation	Subject to medical lifetime maximum	80 5 for the first 20 treatments; 50% thereafter
Pre-Certification Penalty	Benefits reduced to 50% to a max. of \$500	\$500
Emergency Hospital Confinement and	Covered "In-Network" regardless of provider's network status	100%, Subject to Deductible and Co-Insurance
Ambulance	Covered "In-Network" regardless of provider's network status	100% No Deductible Emergency
Assistant Surgeon	20% of primary surgeon's allowance	100% in network / 80% out of network
Cardiac Rehabilitation	Limited for 6 months after surgery (3 mos. for other heart condit	100% in network / 80% out of network
Chemotherapy/IVT	No prior authorization required	100% in network / 80% out of network
Dental Accident	Limited to annual maximum of plan within 6 mo. Of surgery	
Diabetes	Covered as standard medical benefit if mandated by state	\$10 per office visit, 100% thereafter no deductible
Contraceptives	Excluded	
Formula and Food Supplements for PK	Subject to medical lifetime maximum	Excluded
Foot Orthotics	\$325 per pair	Excluded
Gender Surgery (Sex change, Impoten	Subject to medical lifetime maximum	Excluded
Lab, Radiology, Anesthesia	Covered as in-network regardless of provider's network status if performed at a participating facility. 1. During an inpatient stay or outpatient surgery at an in-network hospital 2) while treated at an in-network hospital emergency room	100% in network / 80% out of network
Non-emergent care outside of US & Pr	Subject to medical lifetime maximum	100% in network / 80% out of network
Preventative Care- Child	Included	Included
Preventative Care- Adult	Included	
Psychoanalysis, Hypnotherapy Aversio	Considered under the Mental and Nervous benefit	Subject to Deductible and Co-Insurance
Skilled Nursing Facility/Rehabilitation	100 day annual limit	\$10,000 maximum Subject to Deductible and Co-Insurance
Smoking cessation (same as Tobacco t	Considered under the substance abuse benefit	
TMJ	Subject to medical lifetime maximum	100% in-network / 80% out of network
Transplant Services	Subject to medical lifetime maximum	100% in-network / 80% out of network
Wigs	Excluded	excluded
Biofeedback & Accupunture	Considered under the Mental and Nervous benefit depending on con	Subject to Deductible and Co-Insurance
Growth Hormone Stimulation Therapy	Subject to medical lifetime maximum	
Breast Impant Removal	Subject to medical lifetime maximum	
Certain Physical Exams	Excluded	Subject to Deductible and Co-Insurance
Non-Durable Medical Supplies	Subject to medical lifetime maximum	Not covered
Non-Medical Therapy Services	Excluded	Not covered
Orthognathic Surgery	Subject to medical lifetime maximum	Not covered
Certain Genetic Counseling and Genet	Subject to medical lifetime maximum	Not covered
Dental Impactions	Subject to medical lifetime maximum	Not covered
Mental and Nervous	Included; check benefit booklet for complete details	Inpatient 100% in network / 80% out of network Outpatient 80% for first 20 treatments, 50% thereafter, if medically necessary
Drug Abuse benefit	Included; check benefit booklet for complete details	Inpatient 100% in network / 80% out of network Outpatient 80% for first 20 treatments, 50% thereafter, if medically necessary
Alcohol Abuse benefit	Included; check benefit booklet for complete details	Inpatient 100% in network / 80% out of network Outpatient 80% for first 20 treatments, 50% thereafter, if medically necessary
Deductible waived for In-network X-R	No	No
Rates		
Employee	\$822.59	\$563.97

Family	\$1,977.29	\$1,353.53
Total Annual Plan cost	\$1,753,805	\$1,288,559



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State of West Virginia

Office of the State Auditor
Chief Inspector Division
Building 1, Room W-420
Charleston, West Virginia 25305

Glen B. Gainer III
State Auditor and
Chief Inspector

Stuart T. Stickel, CPA
Deputy Chief Inspector

Toll Free: 877-982-9148
Telephone: (304) 558-2540
FAX: (304) 558-5327
Internet: <http://www.wvsao.gov>

RECEIVED

May 29, 2009

JUN 05 2009

Mr. Dale Manuel, President
Jefferson County Commission
P.O. Box 250
Charles Town, WV 25414

Jefferson County Commission

We are pleased to confirm our understanding of the services we are to provide the Jefferson County Commission for the fiscal year ended June 30, 2008. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the Jefferson County Commission's basic financial statements, as of and for the year ended June 30, 2008. Also, the document we submit to you will include the following additional information that will be subjected to the auditing procedures applied in our audit of the financial statements.

1. Management's discussion and analysis (if applicable).
2. GASB required supplementary pension information (if applicable).
3. Combining statements and supporting schedules (if applicable).

Audit Objectives

The objective of our audit is the expression of an opinion as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Jefferson County Commission and other procedures we consider necessary to enable us to express such an opinion. If our opinion on the financial statements is other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. This report will include a statement that the report is intended solely for information and use of the audit committee, management, and specific legislative or regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

New Business

Management Responsibilities

Management is responsible for establishing and maintaining internal control and for compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles.

Management is responsible for making all financial records and related information available to us. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We will advise you about appropriate accounting principles and their application and will assist in the preparation of your financial statements. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements. That responsibility includes the establishment and maintenance of adequate records and effective internal control over financial reporting and compliance, the selection and application of accounting principles, and the safeguarding of assets. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving: (a) management, (b) employees who have significant roles in internal control and, (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

Audit Procedures – General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors are limited to the period covered by our audit and does not extend to matters that might arise during any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Identifying and ensuring that the Jefferson County Commission complies with laws, regulations, contracts, and agreements is the responsibility of management. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Jefferson County Commission's compliance with applicable laws and regulations and the provisions of contracts and agreements. However, the objective of our audit will not be to provide an overall opinion on compliance and we will not express such an opinion.

Audit Procedures – Internal Controls

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the Jefferson County Commission's financial statements.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify reportable conditions. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be reportable conditions under standards established by the American Institute of Certified Public Accountants. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control that, in our judgment, could adversely affect the entity's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. We will also inform you of any nonreportable conditions or other matters involving internal control, if any, as required by *Government Auditing Standards*.

Audit Procedures – Compliance

Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Jefferson County Commission's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Audit Administration, Fees, and Other

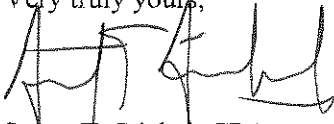
We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any invoices selected by us for testing.

The audit documentation for this engagement is the property of the West Virginia State Auditor's Office and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to a federal oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of the West Virginia State Auditor's Office personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. *Government Auditing Standards* require we provide our most recent external peer review report and any letter of comment to any parties with which we contract with for audit or attestation services. A copy of our most recent external peer review report is available at our website (www.wvsao.gov/cid/cid.asp) or can be obtained by contacting our office.

Our auditor, Salli Martin, has been assigned to conduct your audit and expects to begin the engagement on approximately June 1, 2009. To enable the auditor to work more efficiently, we would appreciate it if you would provide her with suitable office space that is quiet and has access to a telephone. Our fee for these services will be \$29,860 for the audit. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances (such as reconstruction of financial records) will not be encountered during your audit. If significant additional time is necessary, we will discuss it with you and arrive at a new contract price before we incur the additional costs.

We appreciate the opportunity to be of service to the Jefferson County Commission and believe this letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Stuart T. Sticker, CPA
Deputy State Auditor
Chief Inspector's Division
West Virginia State Auditor's Office

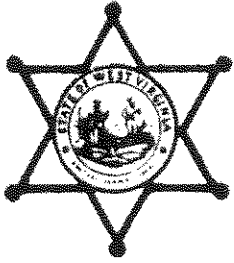
RESPONSE:

This letter correctly sets forth the understanding of the Jefferson County Commission.

By: _____

Title: _____

Date: _____



17
Telephone: 728-3205
Tax Office: 728-3220
Fax: 728-3299

SHERIFF and TREASURER of Jefferson County

Robert E. Shirley
P.O. Box 9
Charles Town, WV 25414

June 3, 2009

RECEIVED

JUN 04 2009

To: County Commission
County Clerk
Prosecuting Attorney

Jefferson County Commission

From: Sheriff Shirley *RSB*

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 \$12,470,775.68 as of 4/30/09. (\$14,000,000.00 in pledged securities thru .)
Jefferson Security Bank	Account balance of \$167,758.21 as of 4/30/09. (\$750,000.00 in pledged securities.)
United National Bank	Account balance of \$3,553,444.90 as of 4/30/09. (\$2,500,000.00 in pledged securities, all other accounts are covered by FDIC and an unlimited FDIC Temporary Liquidity Guarantee Program until December 2009)
BB&T	Account balance of \$661,131.14 as of 4/30/09. (\$9,173,051.00 in pledged securities.)

It is my recommendation that the pledged securities for each account remain as is until such time as it is determined that an adjustment is needed.

In accordance with the memorandum dated September 28, 2006 concerning bondings 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.

Leslie D. Smith

18

From: Gary Rawlings [garyr@charlestownwv.us]
Sent: Friday, June 05, 2009 11:42 AM
To: Dave Mills; Leslie D. Smith
Cc: Patricia E. McMillan; Katie See
Subject: FW: DRAFT letter of Agreement on Inspections
Attachments: Ltr of Agreement JC HAP INSP.doc

Dave – we need the attached agreement signed by CT/Ranson/County to process mortgages with Pat’s HOME Program. John Dick from our staff will do the inspections on behalf of CT/Ranson/county if ok with you all. Council needs to authorize mayor’s signature at their next regular meeting. Any questions, call me, Gary
Leslie – can you forward this request to the appropriate people and/or get commission action on it at their next meeting? Thanks, Gary

From: Patricia E. McMillan [mailto:pmcmillan@cityofmartinsburg.org]
Sent: Friday, June 05, 2009 11:07 AM
To: Gary Rawlings
Cc: Katie See
Subject: Fw: DRAFT letter of Agreement on Inspections

Sorry, Gary - I messed up your email address. Here you are. Pat McMillan

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

From: Patricia E. McMillan
To: grawlings@charlestownwv.us ; Katie See
Cc: Kin Sayre
Sent: Friday, June 05, 2009 10:55 AM
Subject: DRAFT letter of Agreement on Inspections

Gary and Katie - here is the draft letter of agreement regarding inspections.

I am putting this on the Martinsburg City Council agenda for 6/11/09.

Please let me know/keep me in the loop on your conversations with Ranson and the Jefferson County Commission and County Engineer.

I assume every jurisdiction's elected body will have to agree and execute the letter of agreement (nothing is ever simple...)

Please let me know if there is anything else that is needed to move forward on this or if you require revisions. Thanks

**Pat
Patricia E. McMillan
Community Development Director
City of Martinsburg
232 North Queen Street
Martinsburg, WV 25401
Tel. (304) 264-2131, ext. 278
Fax (304) 264-2137**

**Letter of Agreement on HOME Program
Property Maintenance Code Inspections for the
Jefferson County Homebuyer Assistance Program**

By and Between: The City of Martinsburg on behalf of the Eastern Panhandle HOME Consortium of West Virginia, The City of Charles Town, The Corporation of Ranson, and the Jefferson County Commission:

Whereas:

The Eastern Panhandle HOME Consortium of West Virginia is funding source for the Jefferson County Homebuyer Assistance Program (JC HAP) which provides downpayment and closing cost assistance to low income first-time homebuyers. The JC HAP is available throughout Jefferson County, with the exception of the Town of Bolivar and the Town of Harpers Ferry; and

Whereas:

The HOME program requires that housing purchased with HOME assistance must be in compliance with adopted property maintenance codes. The dwellings must be inspected by certified inspectors to determine code compliance. Any code violations will have to be corrected prior to closing the home purchase loan with HOME funds. When a jurisdiction has not adopted a property maintenance or housing code, the code adopted by the State applies; and

Whereas:

Jefferson County has not adopted a property maintenance code and does not employ inspectors certified in this code specialty. Therefore the International Property Maintenance Code (2003), adopted by the State of West Virginia, is the applicable code for the JC HAP;

Now, therefore, it is agreed in order to provide the necessary services to support the Jefferson County Homebuyer Assistance Program, the City of Charles Town and the Corporation of Ranson shall:

- At the request of the HOME Administrator, provide property maintenance code inspections and written inspection reports for residential dwellings being purchased with the Jefferson County HAP. These inspections are solely for the benefit of the HOME program and do not result in code violation notices to property owners.
- Provide written reports to the HOME Administrator, who is responsible for communicating with the homebuyer, mortgage lender and real estate agent regarding the required repairs. The homebuyer or his representative will notify the HOME Administrator when the repairs are complete and will request a reinspection by the code inspector.
- The code inspector will inform the HOME Administrator in writing when the property has passed inspection and is in compliance with the code. Electronic mail is an acceptable means of communicating the results of inspections, any required repairs or corrections and notification when the property has come into compliance.

This Letter of Agreement is effective as of the date that all parties have executed this document. It shall remain in effect for the duration of the HOME Jefferson County Homebuyer Assistance Program. It can be cancelled with sixty (60) days written notice by any party to the agreement.

Acknowledged and Agreed:

CITY OF CHARLES TOWN, WV

Name

Date

Title

ATTEST:

CORPORATION OF RANSON, WV

Name

Date

Title

ATTEST:

JEFFERSON COUNTY COMMISSION

Name

Date

Title

ATTEST:

CITY OF MARTINSBURG, WV

Name

Date

Title

ATTEST:

Leslie D. Smith

20 + 21

From: jsurkamp@comcast.net
Sent: Monday, June 08, 2009 10:33 AM
To: Laura Kuhn
Cc: Assessor@jeffersoncountywv.org; Robert Shirley; Lyn Widmyer; FBerryMorgan@aol.com; dmanuel@frontiernet.net; pnoland@jeffersoncountywv.org; jsurkamp@comcast.net; Idsmith@jeffersoncountywv.org; Laura Rattenni; Ralph Lorenzetti; Jennifer Maghan
Subject: Agenda Items (early) for next CC meeting

My agenda items for the next meeting

OLD

Detailed written explanation of causes of deficiencies in County procedures regards recent State Audit Report and specific steps taken to correct (JS)

NEW

Letter to President Obama inviting him to speak here during observance of John Brown Raid 150 years ago. (JS)

Task GIS Specialist to create data layer showing four established cycling routes in Jefferson County. (JS)

22

Leslie D. Smith

From: ffighternanna78@aol.com
Sent: Wednesday, June 10, 2009 2:01 PM
To: ldsmith@jeffersoncountywv.org
Subject: Letter to appear in Commission Workbook

New Business

June 9, 2009

Dear Members of the County Commission:

We are a small group of vendors that were unable to get into the Farmers Market this year. We are part of the Biz Market that sets up on Mission Road on Sundays. We are writing to request permission to use your parking area on Saturdays from 9 a.m. to 12 p.m. for the remainder of this calendar year until the Farmers Market ends.

Sincerely,

Suzie Weaver 53 Laurel Hill Rd, Harpers Ferry, WV 25425 304.728.0427 (Heading up this project)

Julia Jones 808 Stone Ridge Road, Harpers Ferry, WV 25425 304.907.0252

Deloris Miller PO Box 209 Charles Town, WV 25414 304.582.7840

Barbara Carruthers 74 Berry Lane, Harpers Ferry, WV 25425 304.724.5279

Cathy Scott 57 Oak Hill Ct, Harpers Ferry, WV 25424 304.579.7363

Cheryl Bellew 838 Skyline Trail, Harpers Ferry, WV 25425 304.728.7874

Dell Inspiron 15 Laptop: Now in 6 vibrant colors! Shop Dell's full line of laptops.

NOTICE OF INTENT TO APPOINT

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, June 25, 2009, or as soon thereafter as the Commission may decide:

Jefferson County Board of Zoning Appeals - One unexpired term ending January 1, 2011

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414, prior to the proposed date of appointment.

Additional information regarding these appointments may be obtained by contacting the Commission Office at (304) 728-3284 or info@jeffersoncountywv.org.

rlk/fo

6/8/2009

Chairperson
Jefferson County Commission
P.O. Box 250
Charles Town, WV 25414

RECEIVED

JUN 11 2009

Jefferson County Commission

Jefferson County Commission

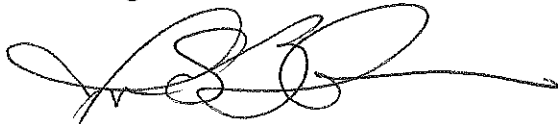
Please consider me for the Board of Zoning Appeals position as advertised through the Jefferson County Commissions notice of intent to appoint.

I have been serving as an alternate member of this same board and feel that my professional background and past experience with this board makes me a good choice for this position. I place a high value on personal integrity and represent both the County and myself in an ethical and respectable manner. Added to my diligence for attention to details and tenacious work ethic, I pride myself on my dependability and ability to work well with others.

I would appreciate the opportunity to be approved for the position with the Zoning Board of Appeals and would welcome the opportunity to discuss this further with the commission should the need arise.

Thank you for your time and I look forward to hearing from you soon.

Best Regards,



Jon S. Brusco, CISSP
Board of Zoning Appeals, Alternate

JON S. BRUSCO

21 General Anderson Court, Harpers Ferry, WV 25425 • 202-701-0212 (Cell) • JSBrusco@aol.com

NOTICE OF INTENT TO APPOINT

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, July 2, 2009, or as soon thereafter as the Commission may decide:

Jefferson County Parks and Recreation Commission - Four 3 year terms ending June 30, 2012

Jefferson County Board of Health - One 5 year term ending June 30, 2014

Summit Point Library Committee - One 5 year term ending June 30, 2014

Eastern Panhandle Regional Planning and Development Council - Region 9 - One 1 year term ending June 30, 2010

Potomac Headwaters RC&D Council - One 2 year term ending July 1, 2011

Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414, prior to the proposed date of appointment.

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

PARKS AND RECREATION COMMISSION

Toni Milbourne
P.O. Box 586
Harpers Ferry, WV 25425
h: 535-6851 w: 725-2046
3 years 6/30/2009

Lou Tiano
1127 Willowdale Drive
Shepherdstown, WV 25443
h: 876-6836 cell: 268-3703
ltiano@frontiernet.net
3 years 6/30/2009

Bobby Shirley
567 Hidden Hallow Drive
Kearneysville, WV 25430
h: 724-5876
3 years 6/30/2009

George F. Nichols
P.O. Box 69
Shenandoah Junction, WV 25442
h: 725-7106
3 years 6/30/2009

Matthew Knott
200 River Rock Run
Harpers Ferry, WV 25425
matt@riverriders.com
304-671-7199
3 years 6/30/2010

Cheryl D. L. Roberts
P.O. Box 217
Shepherdstown, WV 25443
3 years 6/30/2010

PARKS AND RECREATION COMMISSION

Shawna Molina
1815 Shenandoah River Drive
Harpers Ferry, WV 25425
728-2777 (w) 703-390-6157
shawna_hughes@yahoo.com
3 years 6/30/2010

Paul Marshall
409 Oakwood Drive
Shepherdstown, WV 25443
876-0551 cell-443-871-2574
pmarshall@ecologyservices.com
3 years 6/30/2010

Mike Jacobs
1141 Steamboat Road
Shepherdstown, WV 25443
h: 876-6196
3 years 6/30/2011

William R. Hoak
761 Jefferson Orchard Road
Kearneysville, WV 25430
h: 725-3327
3 years 6/30/2011

Daniel W. McVicar
28 Sunlite Drive
Charles Town, WV 25414
728-0675
dwmcvicar@frontiernet.net
3 years 6/30/2011

Tim Barr, Director
Parks and Recreation Commission
235 Sam Michaels Lane
Shenandoah Junction, WV 25442
304-728-3207
728-9746 fax
JCPR@frontiernet.net

RECEIVED

June 2, 2009

JUN 02 2009

The County Commission of Jefferson County
P.O. Box 250
Charles Town, WV 25414

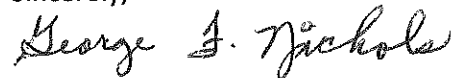
JEFFERSON COUNTY COMMISSION

Dear Madam and Sirs,

I would like to request to be considered for re-appointment to the Jefferson County Parks and Recreation Commission. Over the past 6 years, I have been a loyal supporter of the Parks & Recreation Department and want to be a part of their plans to offer more to the community in the future. Over my tenure, I have volunteered and assisted with events that the Department has held which include the Independence Day Celebration, Gospel Festival and Senior Picnic. If given the opportunity, I will continue to be a loyal member of the Commission and will consider it an honor. I hope that you would consider my request to do so.

Thank you in advance for your consideration and I look forward to your reply.

Sincerely,



George Nichols

May 23, 2009

Leslie D. Smith
PO Box 250
124 East Washington Street
Charles Town, WV 25414

RECEIVED

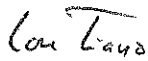
JUN 03 2009

Jefferson County Commission

Dear Ms. Smith:

I am interested in seeking another term on the Jefferson County Parks and Recreation Commission. I have attached a copy of my resume if needed.

If you have any questions, you may contact me at 304-876-6836.



Lou Tiano

Lou Tiano

Education: Bachelor of Arts, Shepherd College, May 1972

Master of Arts, West Virginia University, August 1977

Experience: 1997-2005 Loudoun County Schools Leesburg, Va.

Athletics, Health & Physical Education Supervisor

▪ Developed & Maintained Financial Accounts for Athletics, Health, Physical Education and Driver Education.

*Responsible for interviewing and hiring candidates for employment.

*Responsible for coordinating the athletic trainer program.

*Coordinated district meetings with the athletic directors and assistant athletic directors.

*Scheduled and coordinated the adapted physical education program.

*Assisted in the placement of student teachers for physical education.

* Worked with new school construction for athletic and physical education facilities.

1995-1997 Loudoun County Schools Leesburg, Va.

Principal, Hillsboro School; Supervisor of Athletics, Health, Physical Education and Driver Education

- Maintained Student /Coaches Athletic Handbook
- Maintained various financial accounts for health, physical education and athletics.
- Interview and hire teachers, coaches and athletic directors.
- Worked with new school construction for athletic and physical education facilities.

1991-1994 Loudoun County Schools Leesburg, Va.

Principal, Aldie School; Supervisor Athletics, Health Physical Education and Driver Education

- Developed Student/Coaches Athletic Handbook
- Maintained financial accounts for the athletics, health and physical education programs
- Interviewed, hired and placed teachers and coaches.

1986-1990 Loudoun County Schools Leesburg, Va.
Principal, Arcola Elementary

1983-1985 Loudoun County Schools Leesburg, Va.
Principal, Lovettsville Elementary School

1980-1983 Loudoun County Schools Leesburg, Va.
Principal, Waterford Elementary School

1979-1980 Loudoun County Schools Leesburg, Va.
Assistant Principal, Sterling Middle School

1977-1979 Loudoun County Schools Leesburg, Va.
Assistant Principal, Guilford Elementary School

1972 – 1976 Loudoun County Schools Leesburg, Va.
Teacher, Elementary Physical Education

Volunteer Activities:

2005-07 – Jefferson HS, Soccer Program, Statistician

2005-07 – Jefferson HS Baseball, Treasurer, Statistician

2005- Present, Current Board of Directors, Shepherd College Alumni Association

2005-2008-Cress Creek, Men's Golf Association Board of Directors

2005-2007– Shepherdstown Men's Club, Board of Directors

2008 – Present, Caregivers Golf Tournament

2007 – Present, Current member of the Jefferson County Parks and Recreation Board of Directors

2007 –Present, House Committee Chair, Cress Creek Country Club

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Persons who may be interested in the above listed agency should submit a letter of interest and a resume or statement of qualifications to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414, prior to the proposed date of appointment.

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

BOARD OF HEALTH

Rosamond A. Rutledge-Burns
307 Wildlife Way
Harpers Ferry, WV 25425
h: 304-728-1160 w: 301-975-5819
5 years 06/30/2009

Mark A. Shields
82 Foster Circle
Shenandoah Junction, WV 25442
w: 301-827-6173
5 years 06/30/2010

Joseph V. Osterman
98 Locust Knoll Drive
Charles Town, WV 25414
725-1874
josterman@citlink.net
5 years 06/30/2011

Robert Johnson
P.O. Box 689
Harpers Ferry, WV 25425
h: 535-2203 w: 301-791-3253
5 years 06/30/2012

Willis E. Nowell, Jr.
389 Shenandoah River Drive
Harpers Ferry, WV 25425-604
h: 304-725-2440
willis-nowell@shannondale.org
5 years 06/30/2013

Jim Surkamp - Commission Liaison

§16-2-7

Leslie D. Smith

From: wvrep2@aol.com
Sent: Monday, May 18, 2009 11:47 AM
To: ldsmith@jeffersoncountywv.org
Subject: Fwd: Consideration for Reappointment to the Board of Health

Dear Leslie,

I had your e-mail address wrong, sorry.

Ros Burns

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

From: wvrep2@aol.com
To: ldsmith@jeffersoncounty.org; dmanuel@frontiernet.net; surkamp@frontiernet.net
Cc: amybjones@wvdhhr.org; Wvrep2@aol.com
Sent: Mon, 18 May 2009 11:35 am
Subject: Consideration for Reappointment to the Board of Health

Dear Ms. Smith, Commissioner Manuel and Commissioner Surkamp,

My appointment to the Jefferson County Board of Health expires June 30, 2009. I wish to be considered for reappointment to this position.

Please let me know if I need to supply you with my current resume, any additional information, or recommendations from the other Board members.

I enjoy serving Jefferson County on the Board of Health and would appreciate consideration for this important position.

Best Regards,

Ros Burns (Rosamond Rutledge-Burns)

304-728-1160 home
301-497-5515 cell

307 Wildlife Way
Harpers Ferry, WV 25425

We found the real 'Hotel California' and the 'Seinfeld' diner. What will you find? [Explore WhereltsAt.com](http://WhereltsAt.com).

We found the real 'Hotel California' and the 'Seinfeld' diner. What will you find? [Explore WhereltsAt.com](http://WhereltsAt.com).

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

SUMMIT POINT LIBRARY COMMITTEE

Carol Del Colle
Route I, Box 93B
Summit Point, WV 25446
h: 725-5842
5 years 6/30/2009

Catherine Burke
1055 Summit Point Road
Summit Point, WV 25446
h: 725-4231
5 years 6/30/2010

Curt Mason
3735 Summit Point Road
Charles Town, WV 25414
h: 724-7008
5 years 6/30/2011

Don Ranelli
895 Summit Point Road
Summit Point, WV 25446
h: 725-8344
5 years 6/30/2012

Linia Overly
712 Brucetown Road
Kearneysville, WV 25430
h: 725-3268
5 years 6/30/2013

6/8/09

To Whom it May Concern,

I am responding to a letter I have received informing me that my term on the Summit Point Library Committee will expire on June 30.

I would like to let the County Commission know that I am interested in serving for another term. As a resident of Summit Point, I have enjoyed serving as part of the library board and would like to continue to do so.

Thank you for your attention to this matter.

Carol A. DeLColle

Carol A. DeLColle

2045 Leeward Road

Summit Point WV

35446

RECEIVED

JUN 11 2009

Jefferson County Commission

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EASTERN PANHANDLE REGIONAL PLANNING AND DEVELOPMENT COUNCIL
Region 9

Neil D. Carpenter
P.O. Box 40
Shenandoah Junction, WV 25442
876-2874
1 year term 6/30/2009

NOTICE OF INTENT TO APPOINT

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

POTOMAC HEADWATERS RC&D COUNCIL

Marian Buckner
104 Wildflower Lane
Shepherdstown, WV 25443
876-0690
2 years July 1, 2009



Jefferson County Animal Control
 161 Poor House Farm Road Kearneysville, WV 25430
 Phone: (304) 728-3289 Fax: (304) 728-4889



May 2009 Activity Report

JUN 05 2009

JEFFERSON COUNTY COMMISSION

Dogs Picked Up	
County	44
Charles Town	1
Shepherdstown	3
Ranson	11
Harpers Ferry/Bolivar	0
Dogs Brought In	4
Misc	11
TOTAL	74

Animal Bites Investigated	
County	4
Charles Town	0
Shepherdstown	0
Ranson	3
Harpers Ferry/Bolivar	2
Cat Bites	0
Miscellaneous	1
TOTAL ANIMAL BITES	10

Complaints Answered	
County	57
Charles Town	3
Shepherdstown	3
Ranson	5
Harpers Ferry/Bolivar	0
TOTAL	68

Check Welfare Complaints Answered	
County	16
Charles Town	2
Shepherdstown	0
Ranson	4
Harpers Ferry/Bolivar	0
TOTAL	22

Wildlife Complaints Investigated	
County	12
Charles town	1
Shepherdstown	1
Ranson	3
Harpers Ferry/ Bolivar	0
Rabies Test Positive	1
Rabies Test Negative	2
TOTAL WILDLIFE COMPLAINTS	17

Aggressive Dog Complaints	
County	6
Charles Town	1
Shepherdstown	0
Ranson	5
Harpers Ferry/Bolivar	0
TOTAL	12

Disposition Report	
Return To Owner	25
Adopted	2
Euthanized	5
Rescued	19
Foster Care	0
Still Here	16
Deceased Animals	7
TOTAL	74
Citations/Summons/Warrants Issued	3
Warning Citations Issued	0

Money Collection Report	
Impound/R.T.O /with Boarding	850
Adoptions	40
Owner Surrender	50
Donations	0
Report Fees	0
Reimbursement of vet bill	265
Misc	0
TOTAL	1205

ACO COMPLAINT RESPONSE			
Unit #	Responses	O/C Respon	Total Respons
AC-1	35	0	35
AC-2	35	3	38
AC-3	19	4	23
AC-4	31	2	33

2008-Total Complaints Answered:1380

2009-Total Calls for month: 129

2009- Total Calls for year: 649

Jefferson County Schools
110 Mordington Avenue
Charles Town, WV 25414
(304) 728-9741

Superintendent:
Susan K. Wall

Board Members:
Peter Dougherty, President
Gary Kable, Vice President
Alan Sturm
Mariland Lee
Scott Sudduth

RECEIVED

JUN 10 2009

Jefferson County Commission

June 10, 2009

You are invited to the ground-breaking ceremonies for Jefferson County's newest elementary school at Breckenridge North on, Saturday, June 20, at 10:30 a.m. at the site on Job Corps Road.

Because of the lack of parking facilities at the site, we are requesting that those attending the ceremony meet in Jefferson High School's front parking lot at 10:00 a.m. where the school system will provide bus transportation to Breckenridge. Bus shuttles will begin at 10:00 a.m.

We are looking forward to your helping us celebrate this important event in Jefferson County Schools' history.

If you have any questions, please contact Gail Woods at (304) 728-9260 or Janet Harner at (304) 728-9225.

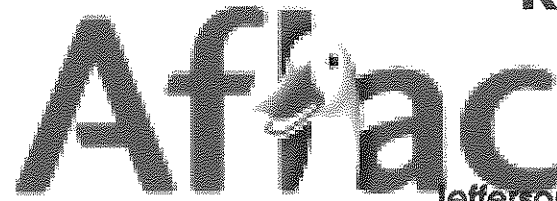
We hope to see you there.

Sincerely,



Susan Wall

RECEIVED



JUN 09 2009

JeffersonTM County Commission

Open Enrollment

**Anna Somers from Aflac will be here
Tuesday, June 16, 2009 and
Tuesday, June 23, 2009
from 9am to 3:30pm
in the County Commission Meeting Room**

**She will be at the 911 headquarters on
Wednesday June 17, 2009 and
Wednesday June 24, 2009
from 9am to noon and
from 4pm to 7pm**

**Also at the Sheriff's Office
Wednesday June 17, 2009 and
Wednesday June 24, 2009
from 1pm to 3:30pm**

**If you have any questions please contact Sally Gran in the Jefferson
County Finance Office 728-3340**

THE CONSERVATION FUND

JOSEPH A. HANKINS
VICE PRESIDENT and DIRECTOR, THE FRESHWATER INSTITUTE
1098 TURNER ROAD
SHEPHERDSTOWN, WEST VIRGINIA 25443
VOICE: 304-876-2815
FAX: 304-870-2205
jhankins@conservationfund.org

4 June 09

Ms. Susanne G. Lawton
General Manager
Jefferson County Public Service District
340 Edmond Road
Suite A
Kearneysville, WV 25430

Re: support for Rockymarsh Run stream gauge

Dear Ms Lawton-

It is my understanding that the Jefferson County Pubic Service District (the District) will be entering into a cooperative agreement with the U.S. Geological Survey (USGS) to provide support for the continued operation of a stream gauge located on Rockymarsh Run. The District's agreement with USGS involves support for the 1 April – 30 September 2009 operational period and covers costs previously committed to by the County Commission of Jefferson County. Jefferson County is now unable to provide the financial support planned and has withdrawn their current and future commitment for this gauge and other components of a base flow study.

The Rockymarsh Run stream gauge is critical to a Conservation Fund project underway in the watershed. We appreciate that the District is willing to step into the gap and work with USGS in an agreement that can keep this gauge operational. The Conservation Fund will contribute \$3,587.50 to the District to fully offset the District's obligation under the USGS agreement for the six month period indicated.

We also believe that it may well be a good role for the District to step into the vacated place of the elected county government and act as the local cooperator for future agreements with USGS for stream gauge support. It is also our understanding that the County has now indicated a renewed interest in the two original stream gauges and possibly adding several more with grant support from the Eastern Panhandle Conservation District. In addition to the original purpose of developing an understanding of the base flow hydrology to Jefferson County, a gauge network would provide a good baseline of information for the development of mass loadings of nutrients under a Chesapeake Bay cap allocation TMDL regulatory scenario and baseline flow information that would be useful in the management of storm water should the District take on that role under some upcoming MS4 community plan. The District would be a reliable and durable entity. The stream gauge network is an aligned interest of the District's in its role in water, wastewater and storm water services.

While we cannot make any commitment to long-term financial support for this project, we can make this interim contribution as a good faith effort to keep this important data collection system in place.

Thank you and best regards.

Sincerely,



Joseph A. Hankins
Vice President
The Conservation Fund

cc: Mr. Hugh E. Bevans, USGS, West Virginia Water Research Center
Mr. Dale Manuel, President, County Commission of Jefferson County



Comcast Cable
Government & Community Affairs
400 Westfield Road
Charlottesville, VA 22901

May 29, 2009

RECEIVED

JUN 08 2009

Ms. Leslie Smith
Jefferson County Administrator
124 East Washington Street
Charlestown, WV 25414

Jefferson County Commission

Dear Ms. Smith:

Comcast would like to advise you of a channel change coming to Jefferson County in June.

Effective June 30, 2009, Comcast will no longer carry the NFL Network on two separate channels. NFL Network will continue to be available on channel 733 as part of the Sports Entertainment Tier, but will no longer be duplicated on channel 178.

We will notify our customers of this change through a box message. A draft copy of the box message is in italics below.

Attn. Comcast Sports Entertainment Package Customers: Effective June 30th, NFL Network will no longer be carried on channel 178, but will continue to be carried on channel 733. For more information please call 1-800-COMCAST.

Please do not hesitate to contact me with any questions you may have.

Sincerely,

Paul Comes
Director, Government Affairs



Comcast Cable
400 Westfield Road
Charlottesville, VA 22901

RECEIVED

May 29, 2009

JUN 08 2009

Ms. Leslie Smith
Jefferson County Administrator
124 East Washington Street
Charlestown, WV 25414

Jefferson County Commission

Dear Ms. Smith:

Comcast is pleased to announce new programming and channel changes coming to Jefferson County in June that will provide our customers with greater choice and an enhanced customer experience.

We will notify our customers of these changes through newspaper advertisements, payment center postings, weather channel crawls, at www.comcastchannelchanges.com, and additional messaging. A draft copy of the newspaper advertisement is attached.

Effective June 30, 2009, Comcast will add the following channel to our line-up:

- *HDNet*, Channel 243, will be added as a high definition channel to the Digital Classic Service.

Additionally, we will make the following changes to our digital selections at no additional charge.

- *Bio TV*, Channel 115, and *History International*, Channel 116, will move from Digital Classic to Comcast's Digital Starter Service.

To help make room for these and future additions, we will move the service level or channel position for the following programming:

- *Mun2*, Channel 636, will move to channel 178 and will remain on Cable Latino Tier.

To view digital programming, a digital box is required. To view high definition programming, HD equipment and an HD capable box are required. Customers who currently subscribe to Standard Service can upgrade to Digital Starter Service, including a digital box, for no additional charge.

Please do not hesitate to contact me with any questions you may have.

Sincerely,

Paul Comes
Director, Government Affairs

Great news: Comcast is improving your channel lineup!

Check out these channel changes effective Tuesday, June 30th for Jefferson County.

The following channel will be added:

HDNet Channel 243[†]
Digital Classic



NEW!

If you currently subscribe to Digital Starter, you will receive these channels at no additional cost as they move from Digital Classic to Digital Starter!

bio.
Channel 115


HISTORY.
INTERNATIONAL
Channel 116

To help make room for these and future channel additions, the following channel will be moving.

Channel:	Moving From:
MUN2	636 to 178

Don't have Comcast Digital Cable?
Call 1.800.COMCAST today!

Comcast.

†HDTV equipment and/or an HDTV capable digital converter are required. Subscription to Limited Basic Service (or, as applicable, the lowest level of service) is required to receive other levels of service. Viewing digital signals requires compatible equipment. Service is subject to terms and conditions of Comcast Cable Subscriber Agreement. Call 1.800.COMCAST for complete details about service, prices and equipment. Other restrictions apply. © 2009 Comcast. All rights reserved. © 2009 Eclipse Marketing Services, Inc. All Rights Reserved.



CHARLES TOWN

HORSEMEN'S BENEVOLENT AND PROTECTIVE ASSOCIATION, INC.

PO BOX 581

CHARLES TOWN, WV 25414

PHONE (304) 725-1535 FAX (304) 728-2113

EMAIL cthbpa@yahoo.com

RECEIVED

Mr. Dale Manuel
President of the Jefferson County Commission
PO Box 250
Charles Town, WV 25424

JUN 05 2009

Jefferson County Commission

June 4, 2009

Dear Mr. Manuel,

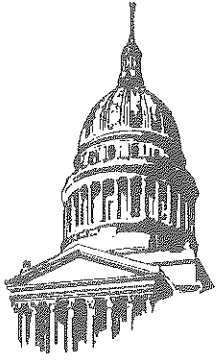
For the first time in the history of the Charles Town HBPA, we will be hosting the National HBPA summer convention June 29th, through July 3rd, 2009. One of the evening activities will be a "Night at the Races"

You are cordially invited to join us for a buffet dinner, have an opportunity to meet thoroughbred horsemen and horsewomen from across the country and enjoy a card of racing. The Night at the Races will be held on Thursday, July 2, 2009 on the third floor of the Charles Town Races & Slots at 6:00 p.m.

Sincerely,

Patricia M. Evans
Secretary/Treasurer
Charles Town HBPA, Inc

RSVP requested by Thursday, June 25, 2009



HERB SNYDER
P.O. Box 400
SHENANDOAH JUNCTION 25442

The Senate of West Virginia
Charleston

COMMITTEES:
GOVERNMENT ORGANIZATION
(VICE CHAIR)
INTERSTATE COOPERATION
(VICE CHAIR)
AGRICULTURE
ECONOMIC DEVELOPMENT
HEALTH & HUMAN RESOURCES
JUDICIARY
LABOR

June 3, 2009

RECEIVED

JUN 05 2009

Chairman Michael A. Albert
WV Public Service Commission
201 Brooks Street
Charleston, WV 25301

Jefferson County Commission

Re: Case # 09-0770E-CN

Chairman Albert;

As members of the Jefferson County legislative delegation we write today regarding the application to the West Virginia Public Service Commission for the Potomac-Appalachian Transmission Highline (PATH) transmission line, case # 09-0770E-CN.

We have been troubled by the countless complaints we have received from our constituents in Jefferson County that their concerns have not been sufficiently addressed regarding the PATH project. We formally request that the PSC hold a public hearing in Jefferson County. We also request that all three Public Service Commissioners attend this public hearing. The presence of the full PSC membership would instill public confidence in the Commission and the public process in general.

We urge the Commission to closely examine every aspect of this project, including the need and the citizens concerns, as this application is considered. We urge you to become personally involved in the public hearings in the communities which will be affected.

Chairman Michael A. Albert
WV Public Service Commission
June 3, 2009 Page 2

Thank you for your consideration of this issue of critical importance to the quality of life of our constituents.

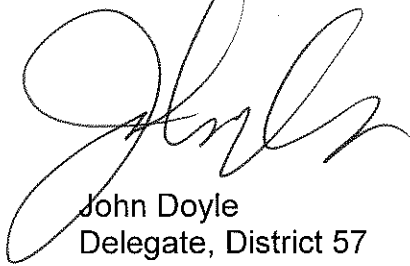
Respectfully,



Herb Snyder
Senator, District 16



Tiffany Lawrence
Delegate, District 58



John Doyle
Delegate, District 57



Robert Tabb
Delegate, District 56

Cc: Governor Joe Manchin III
Jefferson County Commission

June and July 2009
Retiree Health Benefits Trust and PEIA Finance Board
Public Hearing Schedule

To: ALL County
 OFFICIALS
 F.Y.I.
 From: WVACO



Customer Service: 5:30 pm - 6:00 pm
Registration: 5:30 pm - 6:00 pm
Public Hearing: 6:00 - 8:00 pm

DATE	LOCATION
Monday, June 22, 2009	Ballroom, One Tamarack Park, Beckley, WV
Tuesday, June 23, 2009	Holiday Inn, 301 Fox Croft Avenue, Martinsburg, WV
Monday, June 29, 2009	Civic Center Little Theater, 200 Civic Center Drive, Charleston, WV
Tuesday, June 30, 2009	WV Northern Community College, 1704 Market Street, Wheeling, WV
Monday, July 6, 2009	Ramada Inn, 20 Scott Avenue, Morgantown, WV
Tuesday, July 7, 2009	Marshall University Medical School Harless Auditorium, 1600 Medical Center Drive, Huntington, WV

All dates and arrangements have been confirmed.

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, WEST VIRGINIA

SHENANDOAH SALES & SERVICE, INC.

Petitioner,

v.

Case No.: 09-AA-3

Judge Sanders

ASSESSOR OF JEFFERSON COUNTY WV,

Angie Banks
June Bowers
Rusty Williams

Respondent,

And

**THE JEFFERSON COUNTY COMMISSION SITTING AS BOARD OF REVIEW
AND EQUALIZATION,**

Dale Manuel, President
James Surkamp, vice President
Lyn Widmyer, Commissioner
Patsy Noland, Commissioner
Francis Morgan, Commissioner

Respondent,

And

JEFFERSON COUNTY PROSECUTING ATTORNEY

Stephen Grove

Respondent.

RECEIVED

JUN 11 2009

Jefferson County Commission

MOTION TO DENY CONTINUANCE

Comes now, David C. Tabb, Vice-President, Shenandoah Sales & Service, Inc., to move this court to deny the *MOTION TO CONTINUE* and keep the June 15, 2009, 1pm *Status Hearing*. Jefferson County has more than one Prosecuting Attorney so that this type of issue does not occur. As well as the issue has already been raised regarding Ms. Grove's ability to represent others as well as her self in this matter. The Prosecuting Attorney has also failed to properly list all respondents in this case on the motion to continue and failed to request the rescheduling of the Status Hearing.

Shenandoah Sales & Service, Inc. believes this is a stall tactic. If the court allows this continuance, the rescheduling needs to occur promptly with the burden of expense in notifying all nine parties for both the motion and the rescheduling be put directly on Stephanie F. Grove. Since this is a personal issue, neither the County or Shenandoah Sales & Service, Inc. should be required to assume responsibility for the expense.

Respectfully Submitted,



David C. Tabb, Vice-President
Shenandoah Sales & Service, Inc.
107 Tabb Lane
Harpers Ferry, WV 25425
(304)725-0423 Telephone
(304)676-5976 Cellular
(304)725-8472 Facsimile

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, WEST VIRGINIA

SHENANDOAH SALES & SERVICE, INC.
Petitioner,

v.

Case No.: 09-AA-3
Judge Sanders

ASSESSOR OF JEFFERSON COUNTY WV,
Angie Banks
June Bowers
Rusty Williams

Respondent,

And

THE JEFFERSON COUNTY COMMISSION SITTING AS BOARD OF REVIEW
AND EQUALIZATION,

Dale Manuel, President
James Surkamp, Vice President
Lyn Widmyer, Commissioner
Patsy Noland, Commissioner
Francis Morgan, Commissioner

Respondents,

And

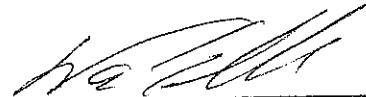
JEFFERSON COUNTY PROSECUTING ATTORNEY
Stephen Grove

Respondent.

CERTIFICATE OF SERVICE

I, David C. Tabb, Vice-President, Shenandoah Sales & Service, Inc., do hereby
certify that on this 9th day of June, 2009, that I have served a true copy of the foregoing
Motion to Deny Continuance upon the following by United States mail addressed as

follows: Jefferson County Commission
Dale Manuel
124 East Washington Street
Charles Town, WV 25414



David C. Tabb, Vice-President
Shenandoah Sales & Service, Inc.
107 Tabb Lane
Harpers Ferry, WV 25425
(304)725-0423 Telephone
(304)676-5976 Cellular
(304)725-8472 Facsimile

WEST VIRGINIA LOTTERY

First Benchmark

Charles Town

County / City Split

Fiscal Year 2009

Charles Town
1999 Net Terminal Revenue \$ 45,603,174
Benchmark Goal @ 2% \$ 912,063.48

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 12.42%	CHARLES TOWN 34.56%	HARPERS FERRY 3.65%	RANSON 35.06%	SHEPHERDS TOWN 14.29%
5 days ending: 7/1/08 - 7/5/08	\$ 169,912.56	\$ 169,912.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending: 7/6/08 - 7/12/08	\$ 176,592.38	\$ 176,592.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/19/08	\$ 160,344.08	\$ 160,344.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/26/08	\$ 162,982.74	\$ 162,982.74	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/02/08	\$ 178,171.04	\$ 178,171.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/09/08	\$ 183,015.38	\$ 123,536.04	\$ 58,477.34	\$ 7,387.09	\$ 20,555.37	\$ 2,170.92	\$ 20,864.65	\$ 6,499.31
08/16/08	\$ 164,965.78	\$ 82,482.89	\$ 82,482.89	\$ 10,244.37	\$ 28,508.09	\$ 3,010.63	\$ 28,935.00	\$ 11,786.80
08/23/08	\$ 152,852.38	\$ 78,426.16	\$ 78,426.16	\$ 9,492.13	\$ 26,412.69	\$ 2,789.56	\$ 28,810.30	\$ 10,921.30
08/30/08	\$ 178,919.72	\$ 69,458.86	\$ 69,458.86	\$ 11,110.91	\$ 30,817.33	\$ 3,265.29	\$ 31,382.52	\$ 12,763.81
09/06/08	\$ 183,286.92	\$ 91,644.46	\$ 91,644.46	\$ 11,382.24	\$ 31,672.33	\$ 3,345.02	\$ 32,148.88	\$ 13,093.99
09/13/08	\$ 159,459.86	\$ 79,728.83	\$ 79,728.83	\$ 9,902.46	\$ 27,554.66	\$ 2,910.14	\$ 27,969.26	\$ 11,393.41
09/20/08	\$ 142,556.72	\$ 71,269.36	\$ 71,269.36	\$ 6,851.65	\$ 24,630.89	\$ 2,601.34	\$ 25,001.29	\$ 10,184.39
09/27/08	\$ 159,471.46	\$ 79,735.73	\$ 79,735.73	\$ 9,903.18	\$ 27,556.67	\$ 2,910.35	\$ 27,971.29	\$ 11,394.24
10/04/08	\$ 150,372.44	\$ 75,186.22	\$ 75,186.22	\$ 9,338.13	\$ 25,984.36	\$ 2,744.30	\$ 26,375.32	\$ 10,744.11
10/11/08	\$ 154,278.08	\$ 77,139.04	\$ 77,139.04	\$ 9,580.87	\$ 26,658.25	\$ 2,815.57	\$ 27,060.38	\$ 11,023.17
10/18/08	\$ 161,336.52	\$ 80,668.26	\$ 80,668.26	\$ 10,019.00	\$ 27,878.95	\$ 2,944.39	\$ 28,288.43	\$ 11,527.49
10/25/08	\$ 128,758.88	\$ 64,379.44	\$ 64,379.44	\$ 7,985.93	\$ 22,249.53	\$ 2,349.85	\$ 22,584.31	\$ 9,189.82
11/01/08	\$ 136,704.84	\$ 68,352.42	\$ 68,352.42	\$ 8,489.37	\$ 23,822.60	\$ 2,494.68	\$ 23,978.03	\$ 9,767.56
11/08/08	\$ 141,846.04	\$ 70,823.02	\$ 70,823.02	\$ 8,796.22	\$ 24,476.44	\$ 2,565.04	\$ 24,844.71	\$ 10,120.81
11/15/08	\$ 131,191.00	\$ 65,565.50	\$ 65,565.50	\$ 8,143.24	\$ 22,650.44	\$ 2,393.14	\$ 23,000.37	\$ 9,369.31
11/22/08	\$ 127,767.60	\$ 63,883.80	\$ 63,883.80	\$ 7,934.37	\$ 22,078.24	\$ 2,331.76	\$ 22,410.43	\$ 9,129.00
11/29/08	\$ 139,700.24	\$ 69,850.12	\$ 69,850.12	\$ 8,675.58	\$ 24,140.20	\$ 2,549.54	\$ 24,503.42	\$ 9,961.58
12/06/08	\$ 111,393.38	\$ 55,896.68	\$ 55,896.68	\$ 6,917.53	\$ 18,248.77	\$ 2,032.93	\$ 19,538.38	\$ 7,959.06
12/13/08	\$ 120,358.08	\$ 60,178.04	\$ 60,178.04	\$ 7,474.11	\$ 20,797.53	\$ 2,196.50	\$ 21,110.46	\$ 8,599.44
12/20/08	\$ 104,378.38	\$ 52,189.19	\$ 52,189.19	\$ 6,481.90	\$ 18,038.58	\$ 1,904.91	\$ 18,307.98	\$ 7,457.84
12/27/08	\$ 144,411.82	\$ 72,205.91	\$ 72,205.91	\$ 8,987.97	\$ 24,954.36	\$ 2,635.53	\$ 25,329.83	\$ 10,318.22
01/03/09	\$ 193,008.30	\$ 96,504.65	\$ 96,504.65	\$ 11,985.88	\$ 33,352.01	\$ 3,522.42	\$ 33,853.83	\$ 13,790.51
01/10/09	\$ 106,573.24	\$ 53,286.62	\$ 53,286.62	\$ 6,618.20	\$ 18,415.85	\$ 1,944.98	\$ 18,692.95	\$ 7,614.66
01/17/09	\$ 112,137.74	\$ 56,088.87	\$ 56,088.87	\$ 6,983.75	\$ 19,377.40	\$ 2,046.52	\$ 19,688.96	\$ 8,012.24
01/24/09	\$ 142,949.26	\$ 71,474.63	\$ 71,474.63	\$ 8,877.15	\$ 24,701.63	\$ 2,608.63	\$ 25,073.30	\$ 10,213.72
01/31/09	\$ 122,179.60	\$ 61,089.80	\$ 61,089.80	\$ 7,587.35	\$ 21,112.63	\$ 2,229.79	\$ 21,430.30	\$ 8,729.73
02/07/09	\$ 167,078.26	\$ 83,539.63	\$ 83,539.63	\$ 10,375.62	\$ 28,871.30	\$ 3,049.20	\$ 29,305.70	\$ 11,937.81
02/14/09	\$ 152,108.88	\$ 76,054.44	\$ 76,054.44	\$ 9,445.96	\$ 26,284.41	\$ 2,775.89	\$ 26,679.90	\$ 10,668.18
02/21/09	\$ 163,676.82	\$ 81,838.41	\$ 81,838.41	\$ 11,408.33	\$ 31,739.35	\$ 3,352.11	\$ 32,216.91	\$ 13,123.71
02/28/09	\$ 161,613.76	\$ 80,806.88	\$ 80,806.88	\$ 10,036.21	\$ 27,926.86	\$ 2,949.46	\$ 28,347.05	\$ 11,547.30
03/07/09	\$ 87,874.28	\$ 48,837.13	\$ 48,837.13	\$ 6,065.57	\$ 18,878.10	\$ 1,782.56	\$ 17,132.07	\$ 6,978.83
03/14/09	\$ 192,050.78	\$ 96,025.39	\$ 96,025.39	\$ 11,926.35	\$ 33,188.37	\$ 3,504.93	\$ 33,885.71	\$ 13,722.03
03/21/09	\$ 158,005.64	\$ 79,002.82	\$ 79,002.82	\$ 9,812.15	\$ 27,303.38	\$ 2,883.60	\$ 27,714.19	\$ 11,280.50
03/28/09	\$ 158,501.66	\$ 79,250.83	\$ 79,250.83	\$ 9,842.95	\$ 27,389.09	\$ 2,882.66	\$ 27,801.19	\$ 11,324.84
04/04/09	\$ 151,936.60	\$ 75,968.30	\$ 75,968.30	\$ 9,435.26	\$ 26,254.65	\$ 2,772.84	\$ 26,849.68	\$ 10,655.87
04/11/09	\$ 151,929.88	\$ 75,964.94	\$ 75,964.94	\$ 9,434.95	\$ 26,253.48	\$ 2,772.72	\$ 26,648.50	\$ 10,855.39
04/18/09	\$ 161,196.44	\$ 80,598.22	\$ 80,598.22	\$ 10,010.30	\$ 27,854.74	\$ 2,941.84	\$ 28,273.85	\$ 11,517.49
04/25/09	\$ 151,142.82	\$ 75,571.46	\$ 75,571.46	\$ 9,365.88	\$ 26,117.50	\$ 2,758.36	\$ 26,510.46	\$ 10,799.16
05/02/09	\$ 147,914.10	\$ 73,957.05	\$ 73,957.05	\$ 9,185.47	\$ 25,559.56	\$ 2,699.43	\$ 25,944.13	\$ 10,568.46
05/09/09	\$ 153,394.44	\$ 76,697.22	\$ 76,697.22	\$ 9,525.78	\$ 26,506.57	\$ 2,799.45	\$ 26,905.38	\$ 10,960.03
05/16/09	\$ 143,851.40	\$ 71,925.70	\$ 71,925.70	\$ 8,933.17	\$ 24,857.52	\$ 2,625.29	\$ 25,231.54	\$ 10,278.18
05/23/09	\$ 162,790.88	\$ 81,395.43	\$ 81,395.43	\$ 10,109.31	\$ 28,130.26	\$ 2,970.93	\$ 28,593.52	\$ 11,631.41
05/30/09	\$ 164,323.10	\$ 82,161.55	\$ 82,161.55	\$ 10,204.48	\$ 28,395.03	\$ 2,998.80	\$ 28,822.27	\$ 11,740.89
06/06/09	\$ 149,791.48	\$ 74,895.74	\$ 74,895.74	\$ 9,302.05	\$ 25,883.97	\$ 2,733.69	\$ 26,273.43	\$ 10,702.60
Subtotal	\$ 7,410,581.70	\$ 4,161,322.60	\$ 3,249,299.10	\$ 403,657.96	\$ 1,122,943.94	\$ 118,698.05	\$ 1,139,840.05	\$ 484,319.10

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

**WEST VIRGINIA LOTTERY
WEEKLY SETTLEMENT FOR CHARLES TOWN**

Week Ending Date	Week Ending
	June 6, 2009
To be Deposited on:	June 12, 2009
Amount Played	85,980,799.67
Amount Won	77,266,210.15
MWAP Contribution	<u>46,101.59</u>
Adjusted Gross Terminal Revenue	<u>8,668,487.93</u>
Administrative Costs @ 4%	0.00
Excess Lottery Fund @ 4%	<u>346,739.52</u>
Net Terminal Revenue	<u>8,321,748.41</u>
Surcharge @ 10%	832,174.86
State Share Excess @ 58%	482,661.42
Track Share of Capital Reinvestment @ 42%	349,513.44
Track Share of Capital Reinvestment @ 42% - 98%	\$ 335,532.90
Track Share of Capital Reinvestment @ 42% - 4%	\$ 13,980.54
Adjusted Net Terminal Revenue	<u>7,489,573.55</u>
Racetrack @ 46.50% / 42%	3,145,620.89
Lottery Fund @ 30% / 0%	0.00
Excess Lottery Fund @ 0% / 41%	3,070,725.14
Race Track Purses @ 7% / 14% / 8%	599,165.88
Workers' Compensation Debt Reduction @ 7%	0.00
Employee Pension Fund @ 1% / .5%	37,447.87
Greyhound Development @ .75%	56,171.80
Thoroughbred Development @ .75%	56,171.80
Racing Commission @ 1%	74,895.74
County/Municipality @ 2%	149,791.48
3% Funds:	
Tourism Promotion Fund @ 1.375%	102,981.64
Development Office Promotion Fund @ .375%	28,085.90
Research Challenge Fund @ .5%	37,447.87
Capitol Renovation and Improvement Fund @ .6675%	51,490.82
2004 Capitol Complex Parking Garage Fund @ .0625%	4,680.98
1% Funds:	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	0.00
Capitol Dome and Capitol Improvements @ .5% / 1%	74,895.74
	<u>7,489,573.55</u>

Deborah and Kevin Kalb
294 Palomino Place
Charles Town, WV. 25414

June 4, 2009

Jefferson County Commission
C/O President Dale Manuel
P.O. Box 250
Charles Town WV. 25414

RECEIVED

JUN 08 2009

Jefferson County Commission

Re: Feral Cat Attack to our Granddaughter

Dear Mr. Manuel:

Last evening at approximately 4:00, our beautiful, one year old granddaughter entered her playhouse in our back yard at 294 Palomino Place in Spring Valley II to be met by a surprise attack by a feral cat. This attack necessitated a trip to Jefferson Memorial Hospital and the frantic work by many kind and dedicated medical professionals to correctly administer the first five of a twenty one shot series of shots to prevent rabies from ravaging her tiny body.

Spring Valley II is a small, thirty five home subdivision located off of Summit Point Road. Living wild among these thirty five homes are approximately eighty feral cats. There are people in this neighborhood and in other areas of Jefferson County who think it is a "kindness" to feed these cats. Feeding without acceptance of the responsibility to assure proper inoculations, along with spaying and neutering, is wrong. It is not kind to support this unhealthy, cruel and dangerous overabundance of cats. As in the wild, these cats take on aggressive and fearful behavior traits for mere survival. Disease has the opportunity to run rampant in such situations and the risk to those who live among them, such as my granddaughter, are real and potentially life threatening.

As dog owners, we keep our dog in our yard or in our home and assure proper inoculations and all other needs for a healthy and happy animal to live among people. I demand that others in Spring Valley II do the same. We are tired of having to continually clean our granddaughter's outdoor toys off due to these filthy animals climbing all over them, cleaning the feces from our vegetable and flower gardens, and the odor of cat urine around my home. This vicious attack on our granddaughter is the last straw. We will no longer quietly accept this unsanitary and dangerous manner of living.

What is the point in having a Homeowner's Association (HOA) if not to have it assure the safety of our development? We respectfully request that our HOA meet to discuss this problem and possibly include in our HOA rules, a method to assure proper licensing and inoculations of the animals who live here as domesticated animals. It would be

Carrie S. Kalb

helpful to have representatives from Jefferson County Health Department, Jefferson County Animal Control and Jefferson County Commission in attendance at this meeting to share their knowledge of the best way to handle this situation.

This is a very serious issue and we will not accept avoidance of the situation any longer. As you can see below, we are copying the abovementioned agencies and the Martinsburg Journal to assure this problem is not ignored.

Sincerely,

Deborah and Kevin Kalb

cc: Dale Manuel, President, Jefferson County Commission
Amy Jones, Director, Jefferson County Health Department
Donald Longerbeam, Director, Jefferson County Animal Control
Naomi Smoot, Martinsburg Journal

ty Commissioners:
of the South Jefferson Public Library, I am asking
state the \$20,000 in funding that was cut from our library's
fiscal year 2010. A cut in funding such as this will result in fewer
hours and cuts in the programs that are so important to
ity. Please consider restoring this money to our public library.
well spent, and benefits the entire community, from children's
job searches to Internet access.

our free, public libraries now more than ever!

Jacob Vila
137 Hinton Rd.
Zip Kearneysville WV 25430

(Paid for by Friends of Shepherdstown Library)

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Peter Vila
137 Hinton Road
Zip Kearneysville, WV 25403

(Paid for by Friends of Shepherdstown Library)

Dear County Commissioners:
As a patron of the South Jefferson Public Library, I am asking
you to reinstate the \$20,000 in funding that was cut from our library's
budget for fiscal year 2010. A cut in funding such as this will result in fewer
materials, shorter hours and cuts in the programs that are so important to
our community. Please consider restoring this money to our public library.
It is money well spent, and benefits the entire community, from children's
programs to job searches to Internet access.

We need our free, public libraries now more than ever!

Thank you,
Signature Peter Vila
Printed Name T. Scott Vila
Address 137 Hinton Rd
City, State, Zip Kearneysville WV 25430

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We need our free, public libraries now more than ever!

Thank you,
Signature Joan E. Hoggbin
Printed Name Joan E Hoggbin
Address P.O. Box 404
City, State, Zip Summit Point, WV 25446

(Paid for by Friends of Shepherdstown Library)