

AGENDA FOR THURSDAY, OCTOBER 29, 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. - Eastern Panhandle Transit Authority - Request to Proclaim
November 2009 as Jefferson County Public Transit Month -
Discussion/Action
- 5. 10:15 a.m. - Delegate Tiffany Lawrence - Presentation of the Jefferson County
FOCUS Coalition Alcohol/Tobacco Prevention Grant
- 6. 10:45 a.m. - Stephanie Grove - Legal Update and Report
- 7. 11:00 a.m. - Jennifer S. Maghan - County Clerk's Report
- 8. 1:30 p.m. - County Commission Workshop - Budget Policies

OLD BUSINESS:

- 9. Legislative Issues
- 10. Report on Federal Stimulus Funds - Discussion

NEW BUSINESS:

- 11. Recovery Zone Bond Resources - Draft Resolution Designating the Jurisdiction of the
County as a Recovery Zone and Authorizing Documents in Connection with such
Designation - Discussion/Action (DM)
- 12. Kirk Davis - Request for Approval of Change Order for the Judge's Office -
Discussion/Action

- ☐☐☐ 13. Mark Schiavone, Director of Capital Planning and Management - Presentation of a Third-Party Proposal to Conduct a Technology Assessment of Current Computing Infrastructure - Presentation of Draft Technology Policies
- ☐☐☐ 14. Mark Schiavone - Director of Capital Planning and Management - Budget Update
- ☐☐☐ 15. Request from Debbie Royalty to Use the County Meeting Room on Monday, November 16th, 2009 to Host a Town Hall Meeting Regarding Table Games in Jefferson County
- ☐☐☐ 16. Request from Debbie Royalty - Stop PATH WV, to Use the County Meeting Room on Monday, November 9th and November 30th, 2009 and the 1st and 3rd Monday of Every Month Regarding the PATH Application
- ☐☐☐ 17. County Administrator Reports
- ☐☐☐ 18. County Commission Reports

INFORMATION:

- ☐☐☐ 19. Reminder of Zoning Referendum on November 7, 2009.
- ☐☐☐ 20. Appointments to be made to the Emergency Services Agency Board on November 5, 2009.
- ☐☐☐ 21. Appointment to be made to the North Eastern Regional EMS Inc. on November 12, 2009.
- ☐☐☐ 22. Correspondence received from Barbara Miller concerning the 2009 Community Rating System of the National Flood Insurance Program.
- ☐☐☐ 23. Copy of correspondence sent to Governor Manchin received concerning rail service in the eastern panhandle.
- ☐☐☐ 24. Copy of correspondence sent to Sheriff Shirley from the City of Ranson received concerning regional jail fees.
- ☐☐☐ 25. Copy of correspondence sent to the Assessor from Don Orser received concerning lot consolidation.
- ☐☐☐ 26. New release received from the Arts and Humanities Alliance concerning a request for proposals to fund projects in the arts and humanities that are intended to preserve or enhance the county's cultural heritage.

- 27. News release received from the Arts and Humanities Alliance concerning an art exhibition by Nan Broadhurst.
- 28. Notice of a scoping information meeting on Thursday, October 29, 2009 at 6:30 at NCTC received from the U.S. Fish & Wildlife Service.
- 29. Eastern WV Rural Health Education Consortium newsletter received.
- 30. Copy of a news article received from the Association of Counties concerning health care.
- 31. Copy of a news article received from the Association of Counties concerning WV state vehicles.
- 32. E-911 fees received from CTC of West Virginia.
- 33. Weekly settlement report received from the West Virginia Lottery for the Charles Town Races.
- 34. Miscellaneous

10:00
10/29
#4



PanTran

Eastern Panhandle Transit Authority
PanTran.com 304-263-0876

October 15, 2009

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

Dear Commissioners,

The Eastern Panhandle Transit Authority is requesting to be included on the October 22, 2009 Agenda. We are asking the Jefferson County Commissioners to proclaim November 2009 as Jefferson County Public Transit Month. If you have any questions please contact me at 304-263-0876 ext. 103. Thank you!

Sincerely,

Betsy Waters
Interim Director

Appointments

Jefferson County Public Transit Month
November 2009
By the Jefferson County Commission

A PROCLAMATION

WHEREAS, the Eastern Panhandle Transit Authority consistently self-monitors to serve Berkeley County with honesty and integrity;

WHEREAS, transit provides critical access to jobs, health care and other services for thousands of Eastern Panhandle residents every day – for example, last fiscal year the Eastern Panhandle Transit Authority drove 292,065 miles to provide transportation for 160,436 passengers;

WHEREAS, the Eastern Panhandle Transit Authority seeks to continuously improve both its services and its scope, seeking to provide services to progressively more citizens in the Eastern Panhandle;

WHEREAS, the Eastern Panhandle Transit Authority's transit system helps ease traffic congestion, improves air quality, reduces gasoline consumption, creates economic opportunity, and enhances our residents quality of life; and

WHEREAS, the aging of the nation's baby boom generation necessitates that we develop increasingly reliable and accessible mobility options;

NOW, THEREFORE, WE, The Jefferson County Commission, do hereby proclaim November 2009 as Jefferson County Public Transit Month, and we encourage all Eastern Panhandle residents this month to consider utilizing our wonderful transit system as a clean and convenient way to get where they are going.

In witness whereof, I have hereunto set my hand on this twenty-ninth day of October, two thousand nine.

Signature of Official

#5

[Print](#) [Hide Envelope](#)

10/29/09
10:15 am

[Show Header](#)

From: Tiffany Lawrence [Add to Address Book](#)
To: treed@jeffersoncountywv.org
Date: Friday, October 16, 2009 4:00:50 PM
Subject: Request to be on the County Commission Agenda Oct. 22nd

Tess,

This is a formal request to be placed on the County Commission's agenda for Oct. 22nd. At this time I shall want to present the Jefferson County FOCUS Coalition Alcohol/Tobacco Prevention grant to Christa Shiflett the ED of this organization before the commission. These appropriations have come directly from the Governor's Office and will truly benefit our county.

Thanks so much. Please confirm if I shall appear on this agenda or the following week.

Delegate Tiffany Lawrence, 58th District
304-676-7316

Hotmail: Trusted email with Microsoft's powerful SPAM protection. [Sign up now.](#)

[Show Header](#)

[Print](#) [Hide Envelope](#)

From: Tiffany Lawrence [Add to Address Book](#)
To: treed@jeffersoncountywv.org
Date: Sunday, October 25, 2009 8:56:26 PM
Subject: For Thursday's Meeting

I shall present to the FOCUS Coalition a Safe and Drug Free Communities Grant as well as a Juvenile Justice and Delinquency Prevention Grant.

Thanks Tess!

Delegate Tiffany Lawrence

Windows 7: I wanted more reliable, now it's more reliable. [Wow!](#)

8

JEFFERSON COUNTY, WEST VIRGINIA
Department of Capital Planning and Management
114 East Washington Street
Charles Town, West Virginia 25414

F. Mark Schiavone
Director
Impact Fee Coordinator

Phone: (304) 728-3331
Fax: (304) 724-2178
mschiavone@jeffersoncountywv.org

MEMORANDUM

TO: Sandy Slusher McDonald
FROM: F. Mark Schiavone *fmj*
DATE: Wednesday, September 30, 2009
SUBJECT: Agenda request – Regular Appointment

Sandy

Please place the following item on the agenda as a regular appointment for the Thursday, 08 October 2009 Regular Session:

- Budget Issues

The topics to be discussed during this appointment include:

- Draft budget policies – discussion/action. The draft document was presented to the Commission during Regular Session on 17 September 2009. I'm enclosing another copy of that document.
- Revenue Forecast for FY 2011 and FY 2012 - discussion. That report is also enclosed.
- Budget Revision Number 004 to the General Fund – discussion/action. This revision constitutes various salary adjustments, as well as a few additional expenditure lines for the Circuit Court Clerk.

RECEIVED

OCT 01 2009

Jefferson County Commission

De la Business

Budget Policies

Operations

1. Revenues are to be monitored regularly and compared to historic trends and anticipated rates of receipt. The Commission will be updated quarterly on these findings.
2. The County will prepare projections of revenues for three years ahead of the current fiscal year. These projections will be made prior to the beginning of budget work sessions.
3. County departments which are supported by user fees and charges will periodically recalculate the full cost of operations to ensure that the fees and charges are current.
4. Non-recurring revenues will only be used for non-recurring or emergency expenditures.
5. The County will maintain inventories of capital assets which are above the capital threshold of \$10,000 and inventories of consumable items in excess of \$1,000.

Contingencies and Emergencies

1. The county will strive to maintain a contingency/emergency reserve at a level sufficient to maintain payroll and critical needs for a minimum of one month. The intent of this reserve is to ensure that basic government services continue without interruption at the beginning of a fiscal year in the event that prior year expenditures exceeded revenues and/or there is an insufficient cash balance in the General Fund to meet financial needs prior to property tax collection in late July/early August.
2. The county will strive to only remove funds from the capital projects accounts for emergencies involving immediate or eminent threats to public health, safety, or public property.
3. The County will strive to maintain an additional contingency account within the Coal Severance Fund amounting to at minimum 25% of the total projected revenues. This account would serve to meet the needs of unexpected capital purchases and special projects should other funding sources be unavailable.

Debt Policies

1. The County will strive to avoid the necessity of raising an excess levy through sound financial planning and cash management. Should an excess levy be necessary, the County will include a reduced rate provision in the event property assessments increase during the life of the excess levy.
2. Should it be necessary for the County to raise monies via mortgages or loans through the Building Commission, the County will give preference to using banks established within Jefferson County or neighboring West Virginia counties. However, should larger institutions offer more favorable terms the County will engage the financial institution offering the lowest financing costs as determined over the life of the mortgage or loan.

3. Debt shall not be used to fund operating deficits. Excess levy, bond or mortgage proceeds shall only be used to fund acquisition, repair, construction, improvement or development of public facilities.

Investment Policy

1. Primary goals for any investment instrument are safety, liquidity, and return on investment.
2. All investments shall be fully bonded either by ensuring that FDIC limits are not exceeded, or by requiring that the financial institution fully secure the investment via bonding or irrevocable letters of credit.
3. The County should ensure that financial institutions are offering the best rate of return for CD's, savings or checking accounts, and any other instrument in use for holding county funds.

Capital Improvement Policies

1. The County shall invest in capital programs which support the goals of the Comprehensive Plan.
2. Impact Fee monies may only be expended toward projects listed on the approved Capital Improvement Plan, and then only for projects required to fulfill, at least in part, demand for service as caused by new growth. For all other capital projects funds must be obtained from other general or special revenue sources.
3. The County's existing assets must be maintained and preserved to ensure continued service.
4. The County will protect its assets with adequate insurance coverage.
5. Projects become eligible for inclusion to the Capital Improvement Plan when the project supports or improves infrastructure needs or increases the service capacity.
6. The County will adopt a six-year Capital Improvement Plan annually.
7. The County will regularly review current definitions of capital project, capital asset, and capital inventory in order to ensure that these definitions best fit the current economic conditions.

Budgetary Monitoring and Management

1. The County will develop short- and long-term fiscal management policies that link operational and capital budgeting and organization goals together.
2. Strategic planning and budgeting decisions are based on a number of statistical analysis and financial modeling tools.
3. A long-range financial forecast, which includes revenue and expenditure projections and future operational costs will be prepared annually.
4. Revenues will be monitored monthly and compared with current estimates in order to identify any potential trends which may impact revenue sources.

Purchasing Policies

1. Purchase orders in excess of \$199 must receive approval prior to commitment of funds. This includes any purchase made via a county-issued credit card.

2. The purchasing officer will maintain a schedule of items and threshold costs which will be used to determine when a purchase is competitively priced. This process will entail the purchasing officer or a designated agent securing a minimum of three price quotes before committing funds.
3. Only capital items may be purchased from dedicated capital outlay accounts. A capital item is currently defined as having a minimum cost of \$10,000 and a minimum useful lifetime of 3 years.
4. Upon receipt of a capital item information about it must be placed in a capital inventory tracking system.
5. Any purchase order in excess of \$199 must be accompanied by an expenditure account number to be used in funding the purchase. This number is to be provided by the requestor or their department head or supervising elected official. Sufficient funds must exist in this budget account prior to committing the expenditure.

#11

Sandy McDonald

From: "Robert Steptoe" <rsteptoe@crewsfs.com>
To: "Sandy McDonald" <sandy@jeffersoncountywv.org>
Sent: Wednesday, October 14, 2009 4:40 PM
Attach: ARRA Recovery Zone Resolution.docx; Recovery Zone Resources Article (2).docx
Subject: RE: Bond Zone

Sandy-enclosed is a sample Recovery Zone Resolution I modified from another state's Recovery Zone Resolution. The county can use this as guidance to create their own Recovery Zone by official act of the County Commission. This sample has been utilized by Berkeley County as well. It should be reviewed by the County's attorney as well just to be sure it is legally sound.

As it stands now, municipalities cannot utilize Recovery Zone resources. I enclosed a draft of an article I will be submitting to the State Journal shortly that explains the whole Recovery Zone situation in West Virginia. Please tell Commissioner Manuel I missed seeing him October 1 when I was over in front of the County Commission and I would very much welcome any opportunity to call him or other Commissioners regarding any questions they may have. If you have any additional questions, please feel free to contact me as well.

Best regards,
 Rob

Robert Steptoe

Associate
Capital Markets Group
Crews & Associates, Inc.
 150 Clay Street
 Suite 212
 Morgantown, WV 26501
Direct (304)292-6600
Fax (304)292-6601
Cell (304)276-5273
rsteptoe@crewsfs.com

Supervisory Office:
 First Security Center
 521 President Clinton Avenue
 Suite 800
 Little Rock, AR 72201
Main (800)766-2000
Fax (501)907-4009
www.crewsfs.com

**IMPORTANT NOTICES:**

This message is intended only for the addressee. Please notify the sender by e-mail if you are not the intended recipient and be advised that you may not copy, disclose, or distribute this message or its contents to any other person and any such actions may be unlawful. Crews & Associates, Inc. is a non-bank subsidiary of First Security Bancorp and does not accept time sensitive, action-oriented messages or transaction orders via e-mail. Crews & Associates, Inc. reserves the right to monitor, review, and store the content of all messages sent to or from this e-mail address.
 © 2009 Crews & Associates, Inc. All rights reserved. Member Securities Investor Protection Corporation - Financial Industry Regulatory Authority - Municipal Securities Rulemaking Board - Regional Bond Dealers Association.

From: Sandy McDonald [mailto:sandy@jeffersoncountywv.org]
Sent: Wednesday, October 14, 2009 4:10 PM
To: Robert Steptoe
Subject: Bond Zone

Mr. Steptoe,

Commissioner Manuel is requesting information regarding Bond Zones.

He is not sure if the County of Jefferson is zoned for bonds and he remembers you mentioning that during a worksession with the County Commission.

Deirdre BUSBY
 10/26/2009

Recovery Zone Bond Resources-Use Them or Lose Them

Spurred by the economic turmoil going on now for more than a year, Congress and the President enacted the American Recovery and Reinvestment Act (ARRA) last February creating a number of temporary programs designed to assist revenue-strapped public and private borrowers that include states, counties, cities, private businesses, developers, and others.

Two of these programs, all of which expire at the end of next year, are administered by the counties and authorize borrowers to issue what are known as Recovery Zone Bonds in order to borrow money on a federally-subsidized and discounted basis up to a certain predetermined limit. This allocation cap or limit is based on a federal formula for each county's unemployment numbers from the end of 2007 to the end of 2008. The result is that many, but not all, of West Virginia's 55 counties received enough allocation to utilize these discounted bonds for economic development projects. On the bright side, it is worth mentioning that the counties that received little or no allocation were also counties that did not experience the heavier job losses that counties with more allocation experienced.

Nevertheless, there is a major catch to be resolved, a significant misunderstanding to be clarified, and a few legitimate concerns to be cleared up before our state, local governmental entities and private borrowers can begin taking advantage of the \$225 million in ARRA discounted bond issuing authority.

Let's start with the major catch. Here it is: current West Virginia law does not permit counties to re-allocate Recovery Zone Bond resources to other governmental entities within their jurisdiction such as cities and public service districts. This means that West Virginia cities, public service districts and other eligible public entities, which collectively make up the majority of borrowers in the state with adequate revenue streams to utilize these programs, are unable to do so without legislative action. There was an attempt back in August to enact enabling legislation allowing counties to re-allocate these resources to other public entities in their jurisdiction and to also provide for a mechanism to recapture and redirect waived or unused allocation. But to date, this legislation is still in need of passage.

Now let's turn to the misunderstanding I spoke of earlier and make clear a very important distinction. While it is true that the counties need enabling legislation to re-allocate these Recovery Zone Bond resources to other public borrowers within their jurisdiction, the IRS has stated that counties do not require enabling legislation if the county uses these resources for a county project. Moreover, the counties do not require enabling legislation if they are a conduit issuer whereby they issue bonds on behalf of a business or developer and lend the proceeds to this borrower.

Finally, let's address a few concerns that have been raised regarding Recovery Zone Bonds. First, it has been suggested that there may be an overall lack of interest in these resources. My own personal experience regarding this issue is quite to the contrary. I have been contacted by many public and private borrowers who have expressed significant interest in learning how to access these resources

and my colleagues have received similar interest from potential borrowers as well.

A second concern stems from the fact that borrowers could end up using these resources without sufficient debt capacity to pay back their debt obligations. This is a legitimate concern and I would respond by stating that a significant amount of due diligence and risk assessment is carried out in the underwriting process well before any decision to issue bonds is made. This thorough examination of a potential borrower's cash flow and debt capacity prior to making financing decisions has historically resulted default rates on tax-exempt municipal bonds of less than 1%.

A third concern floating around is that these programs have created winners and losers, the result of which is that counties with no allocation, or too little allocation to finance a project, are left out of the process. However, remember that these seemingly left out counties also lost fewer jobs than the counties with higher allocations. Moreover, if a special session were to be called and the enabling legislation is passed, then all counties, as well as the public entities within the counties, would all be eligible to pursue waived or unused allocation.

So let's recap the issues. On the one hand, counties can use Recovery Zone Bond resources immediately without enabling legislation for their own projects or projects that counties sponsor through conduit bond issuance on behalf of private borrowers. On the other hand, counties cannot re-allocate these resources to cities, public service districts, and other public borrowers in their jurisdiction without enabling legislation. The end result is that, without state legislative action, the majority of West Virginia's public borrowers will lose out on an enormous and rare opportunity to cost-effectively finance dozens of much-needed economic development projects around the state and take full advantage of \$225 million in Recovery Zone Bond resources.

The County Commissioners of _____, West Virginia, in regular session in its offices at _____, West Virginia _____, at _____ .m. on _____, 2009, with the following members present:

Commissioner _____ moved the adoption of the following resolution, and Commissioner _____ seconded the motion.

A RESOLUTION DESIGNATING THE JURISDICTION OF THE COUNTY AS A RECOVERY ZONE AND AUTHORIZING DOCUMENTS IN CONNECTION WITH SUCH DESIGNATION.

WHEREAS, on February 17, 2009, President Barack Obama signed into law the American Recovery and Reinvestment Act of 2009 (the Recovery Act); and

WHEREAS, the Recovery Act provides for the issuance of Recovery Zone Bonds within a "recovery zone";

WHEREAS, counties may designate areas in the county that have significant poverty, significant unemployment, significant home foreclosure, or general distress as a "recovery zone"; and

WHEREAS, there is **[significant poverty, significant unemployment, significant home foreclosure, and general distress]** throughout the County; and

NOW, THEREFORE, BE IT RESOLVED by this County Commission of the County of _____, West Virginia, that:

SECTION 1. That this Board, as the legislative authority of the County, for purposes of Section 1400U-1(b) of the Internal Revenue Code of 1986, as amended, hereby designates the County of _____, West Virginia as a "recovery zone".

SECTION 2. **[This Board hereby finds there is significant poverty, significant unemployment, a significant rate of home foreclosures, general distress] in the County.**

SECTION 3. That any County Commissioner and the County Clerk be and hereby are authorized to execute and deliver on behalf of the County any certificates, documents and instruments in connection with the designation of the County as a "recovery zone" as may be required, necessary or appropriate, including, without limitation, transcript certificates. Such documents shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officer of this County.

SECTION 4. That the provisions of this Resolution are hereby declared to be severable and, if any section, phrase or provision shall, for any reason, be declared invalid, such declaration of invalidity shall not affect the validity of the remainder of this Resolution.

SECTION 5. It is found and determined that all normal actions of this County Commission concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Commission, and that all deliberations of this Commission and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Chapter 6, Article 9A of the West Virginia Code titled Open Governmental Proceedings, as well as the rules of this Commission in accordance therewith.

SECTION 6. This Resolution shall be effective from and after its adoption.

A roll call being had upon the question of the passage of the foregoing resolution, the vote thereon resulted as follows:

The foregoing is a true and correct copy of a resolution adopted by the County Commission of _____, West Virginia, on _____, 2009.

Dated: _____, 2009

Clerk, _____ County Commission
_____ County, West Virginia

#12

JEFFERSON COUNTY, WEST VIRGINIA
Department of Capital Planning and Management
 114 East Washington Street
 P.O. Box 250
 Charles Town, WV 25414

Kirk E. Davis, Sr.
 Capital Projects Manager
 kdavis@jeffersoncountywv.org

Phone: (304) 728-3331
 Fax: (304) 724-2178

TRANSMITTAL LETTER

Project No.: JC901 - Judge's Office

Date: 19th October 2009

From: Kirk E. Davis, Sr., Capital Projects Manager

To:	Jefferson County Commission
Mailing Address:	P.O. Box 250
	124 East Washington Street
City, State, Zip:	Charles Town, WV 25414
Attention:	Ms. Leslie Smith
Regarding:	Project change Order

The following are transmitted:

- Blue Prints/Plans
 Specifications
 Change Order
 Addendum
 Shop Drawings
 Copy of Letter
 Invoice
 Other: _____

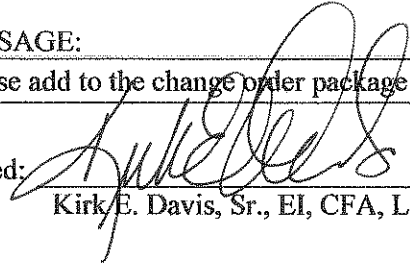
Copies	Date	Number	Description
1	28th August 2009	1	Project change Order

The above items are transmitted to you:

- As Requested
 For Your Review
 For Your Records/Use
 For Your Approval
 For Comments
 Approved as Noted
 Other: _____

MESSAGE:

Please add to the change order package for possible approval on 22 October 2009. thank you

Signed: 
 Kirk E. Davis, Sr., EI, CFA, LEED

FOR FINANCE USE ONLY

Payable To:	Amount: \$
Release Date: 2009	

Rockwell Construction Co Inc
12348 Rockwell Lane
Mercersburg, PA 17236
Ph : 7173285237

Change Order

Project: 09-025 Courthouse-Judge's Offices

Change Order: 1
Date: 8/28/2009

Architect's Project:

To Contractor:
Rockwell Construction Co Inc
12348 Rockwell Lane
Mercersburg, PA 17236

The Contract is changed as follows:
Change Order No. 1

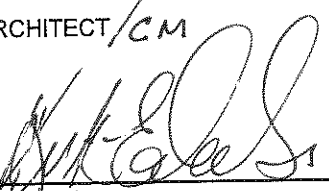
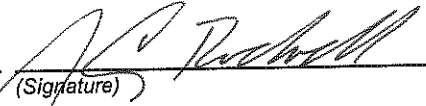

1 Work per Invoices #11065,#11066

\$14,759.40

The original Contract Amount was	\$29,120.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$29,120.00
The Contract will be increased by this Change Order in the amount of	\$14,759.40
The new Contract Amount including this Change Order will be	\$43,879.40

The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

ARCHITECT / CM	Rockwell Construction Co Inc CONTRACTOR 12348 Rockwell Lane Mercersburg, PA 17236	OWNER
 (Signature)	 (Signature)	 (Signature)
By KIERCE DAVIS, SE	By J. Craig Rockwell	By
Date 19 OCT 2009	Date 10/14/09	Date

Rockwell Construction Co Inc

12348 Rockwell Lane
Mercersburg, PA 17236
Ph : 7173285237

Change Request

To: Jefferson County Commission
114 E. Washington St.
P.O. Box 250
Charles Town, WV 25414

Number: 1
Date: 8/28/09
Job: 09-025 Courthouse-Judge's Offices
Phone:

Description: Work per Invoices #11065,#11066

Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

Description	Labor	Material	Equipment	Subcontract	Other	Price
	\$4,340.00	\$3,581.39		\$4,829.71		\$12,751.10
					Subtotal:	\$12,751.10
			B & O Tax	\$12,751.10	0.75%	\$95.63
			R.C.C. O & P	\$12,751.10	15.00%	\$1,912.67
					Total:	\$14,759.40

If you have any questions, please contact me at (717)328-5237.

Submitted by: Richard Harmon
Rockwell Construction Company

Approved by: _____
Date: _____

Cc:

ROCKWELL CONSTRUCTION CO., INC.12348 Rockwell Lane
MERCERSBURG, PENNSYLVANIA 17236**Invoice 11065****(717) 328-5237**TO County Commission of Jefferson Co.
114 E. Washington Street
P.O. Box 250
Charles Town, WV 25414

DATE 8/28/09 JOB NO.

JOB NAME

JOB LOCATION Judge's Office, Courthouse

TERMS

	DESCRIPTION	PRICE	AMOUNT
>	Labor - Drywall (2 Hrs) 6/08		\$ 80.00
	Labor - Demo-Tear up Carpeting (11 Hrs) 6/09		440.00
	Labor - Fin. Carp. (7 Hrs) 6/09		280.00
	Labor - Drywall (14 Hrs) 6/10		560.00
	84 Lumber Co. - Drywall		371.09
	84 Lumber Co. - Drywall Adhesive, Blades		64.40
	84 Lumber Co. - Drywall Nails		20.23
	84 Lumber Co. - Drywall Nails		27.65
	84 Lumber Co. - Drywall, Adhesive		60.10
	Leidy's Custom Woodworking - Chairrailing, Cap Moulding		1,089.68
	Leidy's Custom Woodworking - Passage Interior Door		514.10
	Labor - Drywall (9 Hrs) 6/11		360.00
>	Labor - F. Carp. (4 Hrs) 6/11		160.00
	Labor - F. Carp. (8 Hrs) 6/15		320.00
	Lowe's - Base Cap		47.32
	Labor - F. Carp. (9 Hrs) 6/16		360.00
	Labor - F. Carp. (12 Hrs) 6/17		480.00
	84 Lumber Co. - Qtr. Rd, Caulk, Glue		16.53
	Labor - F. Carp. (4 Hrs) 6/18		160.00
	Labor - F. Carp. (4 Hrs) 6/30		160.00
	Labor - F. Carp. (7 Hrs) 7/07		280.00
	Labor - F. Carp. (5 Hrs) 7/09		200.00

Thank You

ROCKWELL CONSTRUCTION CO., INC.

12348 Rockwell Lane
 MERCERSBURG, PENNSYLVANIA 17236

Invoice 11066

(717) 328-5237

TO County Commission of Jefferson Co.
 114 E. Washington Street
 P.O. Box 250
 Charles Town, WV 25414

DATE 8/28/09 JOB NO.

JOB NAME

JOB LOCATION Judge's Office, Courthouse

TERMS Page Two

	DESCRIPTION	PRICE	AMOUNT
>	Labor - Demo-Tear up Carpeting (5 Hrs) 7/20		200.00
	Labor - Carp.-Platform & Steps (4.5 Hrs) 7/22		180.00
	84 Lumber Co. - 2x4x8,Plywood,Nails		43.56
	84 Lumber Co. - 2x12x16		19.09
	Labor - Carp.-Cut & Patch Floor for Plumber (3 Hrs) 7/21		120.00
	Pryor Mechanical, Inc. - Plumbing Changes		3,629.71
	Leidy's Custom Woodworking - Storage Cabinet		1,307.64
	A & L Floors, LLC - Sand, Finish Floors		1,200.00
	Sub-total		12,751.10
	B & O Tax	.75%	95.63
	R.C.C. O & P	15.00%	1,912.67
	Total Amount Due		\$ 14,759.40
>			

Thank You

Rockwell Construction Co Inc
12348 Rockwell Lane
Mercersburg, PA 17236
Ph : 7173285237

Change Order

Project: 09-025 Courthouse-Judge's Offices

Change Order: 1
Date: 8/28/2009

Architect's Project:

To Contractor:
Rockwell Construction Co Inc
12348 Rockwell Lane
Mercersburg, PA 17236

The Contract is changed as follows:
Change Order No. 1

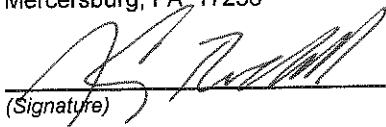
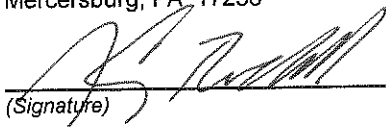
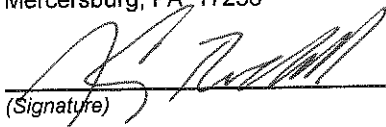
1 Work per Invoices #11065,#11066

\$14,759.40

The original Contract Amount was	\$29,120.00
Net change by previously authorized Change Orders	\$0.00
The Contract Amount prior to this Change Order was	\$29,120.00
The Contract will be increased by this Change Order in the amount of	\$14,759.40
The new Contract Amount including this Change Order will be	\$43,879.40

The date of Substantial Completion as of the date of this Change Order therefore is

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACT AND OWNER.

ARCHITECT	Rockwell Construction Co Inc CONTRACTOR 12348 Rockwell Lane Mercersburg, PA 17236	OWNER
		
(Signature)	(Signature)	(Signature)
By	J. Craig Rockwell	By
Date	10/14/09	Date

**SIGN
HERE**



Rockwell Construction Co Inc

12348 Rockwell Lane
Mercersburg, PA 17236
Ph : 7173285237

Change Request

To: Jefferson County Commission
114 E. Washington St.
P.O. Box 250
Charles Town, WV 25414

Number: 1
Date: 8/28/09
Job: 09-025 Courthouse-Judge's Offices
Phone:

Description: Work per Invoices #11065,#11066

Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

Description	Labor	Material	Equipment	Subcontract	Other	Price
	\$4,340.00	\$3,581.39		\$4,829.71		\$12,751.10
					Subtotal:	\$12,751.10
			B & O Tax	\$12,751.10	0.75%	\$95.63
			R.C.C. O & P	\$12,751.10	15.00%	\$1,912.67
					Total:	\$14,759.40

If you have any questions, please contact me at (717)328-5237.

Submitted by: Richard Harmon
Rockwell Construction Company

Approved by: _____
Date: _____

Cc:

ROCKWELL CONSTRUCTION CO., INC.
 12348 Rockwell Lane
 MERCERSBURG, PENNSYLVANIA 17236

Invoice 11065

(717) 328-5237

TO County Commission of Jefferson Co.
 114 E. Washington Street
 P.O. Box 250
 Charles Town, WV 25414

DATE 8/28/09 JOB NO.
 JOB NAME
 JOB LOCATION Judge's Office, Courthouse

TERMS

	DESCRIPTION	PRICE	AMOUNT
>	Labor - Drywall (2 Hrs) 6/08		\$ 80.00
	Labor - Demo-Tear up Carpeting (11 Hrs) 6/09		440.00
	Labor - Fin. Carp. (7 Hrs) 6/09		280.00
	Labor - Drywall (14 Hrs) 6/10		560.00
	84 Lumber Co. - Drywall		371.09
	84 Lumber Co. - Drywall Adhesive, Blades		64.40
	84 Lumber Co. - Drywall Nails		20.23
	84 Lumber Co. - Drywall Nails		27.65
	84 Lumber Co. - Drywall, Adhesive		60.10
	Leidy's Custom Woodworking - Chairrailing, Cap Moulding		1,089.68
	Leidy's Custom Woodworking - Passage Interior Door		514.10
	Labor - Drywall (9 Hrs) 6/11		360.00
>	Labor - F. Carp. (4 Hrs) 6/11		160.00
	Labor - F. Carp. (8 Hrs) 6/15		320.00
	Lowe's - Base Cap		47.32
	Labor - F. Carp. (9 Hrs) 6/16		360.00
	Labor - F. Carp. (12 Hrs) 6/17		480.00
	84 Lumber Co. - Qtr. Rd, Caulk, Glue		16.53
	Labor - F. Carp. (4 Hrs) 6/18		160.00
	Labor - F. Carp. (4 Hrs) 6/30		160.00
	Labor - F. Carp. (7 Hrs) 7/07		280.00
	Labor - F. Carp. (5 Hrs) 7/09		200.00

Thank You

103

<p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p>
--

AGENDA REQUEST FORM

Name: F. Mark Schiavone

Department or Entity: DCPM

Estimation of amount of time needed for appointment: 15

Date Requested – 1st Choice: 29 Oct 2009

Date Requested – 2nd Choice: 12 Nov 2009

If a specific date is needed, please provide reason for specific date: Please do not defer this appointment to 05 November 2009. I'll be attending the National Impact Fee Roundtable meetings in Phoenix, AZ.

Subject: 1. Presentation of a third-party proposal to conduct a technology assessment of current computing infrastructure.
2. Presentation of draft technology policies

Please provide the County Commission with a description of your request or presentation, including any background information: 1. Conducting an independent assessment of our current computing environment will assist staff in the development of a comprehensive plan to secure, improve, and manage our computing technology infrastructure. This vendor was chosen due to their close working relationship with Berkeley County Government. There are sufficient budgeted funds for this project. It does not require competitive bid.
2. The County lacks any form of policy to guide technical staff and end users in the appropriate use of our computing environment. These draft policies are a first step in correcting that deficiency.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): Move to approve the cost proposal from Global Data Consultants as presented. Funding for this project to come from budget expenditure line 001-428-02-223 (data processing – professional services).

Attachments: 1. Cost Proposal from Global Data Consultants. 2. Confidentiality Agreement from Global Data Consultants. 3. Draft IT policies from DCPM staff.

Global Data
C o n s u l t a n t s
Your Information Technology Experts . . .
We're in IT for you.

A PROPOSAL FOR

JEFFERSON COUNTY

114 E. Washington Street
Charles Town, WV 25414
(304) 728-3300 Phone

TO PROVIDE

INFORMATION TECHNOLOGY ASSESSMENT

SUBMITTED BY:

Global Data Consultants, LLC
1144 Kennebec Drive
Chambersburg, PA 17201
(717) 262-2080 Phone
(717) 262-2082 Fax

DATE: 10/12/2009

SOW #: N20091012-02

Statement of Work for Information Technology Services

I. SCOPE OF SERVICES

This section describes the Services that **Global Data Consultants LLC (GDC)** will provide under the terms of the GDC ITSA and this Statement of Work (SOW).

Jefferson County has requested a proposal for an assessment of the functional and strategic components of its Information Technology environment. This evaluation will allow Jefferson County to gain a deeper insight and understanding of the current state of their utilization of technology as it applies to their network, infrastructure and application service areas. Specific information and areas that GDC will seek to understand and assess are listed below:

1. Information Technology/Network Assessment
 - The understanding of the mission of IT as it relates to the overall mission of Jefferson County
 - I.T. policies and procedures
 - Business system software and hardware platforms
 - Locations supported
 - Internet connectivity
 - Current bandwidth capacity and utilization percentages
 - Firewall, router and network equipment hardware and configuration review
 - Microsoft and iSeries server hardware and operating systems configuration review
 - Maintenance and patching process review
 - Review of licensing management
 - High level inventory and review of current locally installed hardware
 - Utilization of current technology for production and support purposes
 - Proactive monitoring and reporting
 - Remote access procedures
 - Virus/spam/spyware protection solutions
 - Data backup and storage, systems and data redundancy, power backup supply and overall disaster recovery preparedness
 - Review of strategic planning for technology utilization, budgeting, functionality/process improvements and IT cost savings
 - Review of end user support processes
 - Internal and external vulnerability scan to determine current security position
 - 3rd party services – What types of services, needs, and skills do they look to 3rd party providers for
 - Decision-making process with new technologies and hardware/software purchases
2. Compilation of Jefferson County's current position and condition on the items above along with corresponding recommendations for improvement where appropriate into a Final Technology Assessment Report.
3. Presentation of Final Technology Assessment Report to Jefferson County in person as well as in electronic and hardcopy format.

Methodology: As part of this network and infrastructure assessment, GDC will interview the appropriate Information Technology team members and appropriate executive management to gather information on the current state of technology in use by Jefferson County as well as the strategies and methodologies that are currently in place. GDC will also work with the designated IT team member(s) to do physical and electronic configuration review of hardware, network operating systems and related applications. Additionally GDC will utilize 3rd party assessment tools and software to assist in gaining visibility and confirmation of Jefferson County's infrastructure condition as well as compliance with security and industry best practices. The details of the agenda and the scheduling will be worked out between Jefferson County and GDC prior to the onsite interviews.

The details of the Services to be provided are described in this section. These Services will be provided at the following site (Location):

**114 E. Washington Street
Charles Town, WV 25414**

For the listed project, GDC will:

- Provide the skills and expertise to complete the tasks in a timely manner.
- Ensure that the appropriate documentation and reports are delivered to Jefferson County
- Provide any knowledge transfer or follow-up that is requested

II. ESTIMATED SCHEDULE

The Services will be performed consistent with the estimated schedule mutually agreed to by both of us. We both agree to make reasonable efforts to carry out our respective responsibilities according to such schedule.

The following is provided for planning purposes:

Circumventing any vendor delivery or purchasing delays:

Estimated Start Date: 10/19/09

Estimated End Date: 11/20/09

This Statement of Work expires upon completion of our responsibilities.

III. CHARGES

The total cost is \$8,000 plus any applicable taxes. This cost is for technical services as outlined in the Scope of Services section of this agreement. Payment is due as specified in the invoice.

GDC will invoice Jefferson County at the completion of this project

Agreed to:

Jefferson County

Agree to:

Global Data Consultants, LLC

F. Mark Schiavone

Date

Nelson Witmer

Date

PROPOSAL ACCEPTANCE PERIOD

This SOW will be withdrawn if GDC is not authorized by **11/13/2009** to perform these Services. This proposal can be extended if the parties mutually agree in writing to extend the proposal acceptance period.

INFORMATION TECHNOLOGY SERVICES AGREEMENT

This Information Technology Services Agreement ("Agreement") is made this 12th day of October 2009 between **Global Data Consultants, LLC**, a Pennsylvania Limited Liability Company, with a principle office at 1144 Kennebec Drive, Chambersburg, PA 17201 ("Global"), and **Jefferson County** with a principle office at 114 E. Washington Street, Charles Town, WV 25414 ("Customer").

WHEREAS, Global is engaged in the business of providing a full range of information technology consulting services; and

WHEREAS, Customer desires to retain Global to perform information technology services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

AGREEMENT

1. **Contracted Services.** This Agreement shall apply to the delivery of information technology services, support, and functions as further described in Statements of Work (SOW) that may be proposed and approved by the parties. Any such approved SOW shall be incorporated herein by reference (the services and functions described in any SOW are hereafter referred to as the "Services"). In the event that the scope of the Services is expanded, revised, or modified, for any SOW incorporated herein, the parties shall prepare and sign an amended or new SOW (or change order), which likewise shall be attached hereto and incorporated herein by reference. Absent the execution of a SOW, this Agreement does not, in and of itself, represent a commitment by Customer to receive any Services from Global or pay Global any fees.
2. **Term of Agreement.**
 - (a) The term of this Agreement will commence on the Effective Date set forth above and will continue until terminated by either party as provided below.
 - (b) Either party shall have the option to terminate this Agreement, without cause, by providing ninety (90) days of its intent to terminate the Agreement.
 - (c) In the event that there is a continuing need for any Services identified in a SOW, after the expiration of this Agreement and Customer requests, in writing, to have Global complete the Services, this Agreement will automatically renew for the period of time that it takes for the completion of such Services.
 - (d) The Agreement can be terminated for cause, as defined in paragraph 14(a) herein, at any time provided the alleged breaching party is provided an opportunity to cure the alleged breach in the manner set forth in paragraph 14(a) below or a Permitted Delay, as defined in paragraph 14(d) herein, does not apply.
3. **Fees and Payment Terms.**
 - (a) In exchange for the Services performed by Global, as set forth in any SOW, Customer agrees to compensate Global at the rates identified in the fee schedule set forth in a SOW. Such rates are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the Services rendered herein. Customer will pay all undisputed invoices within fifteen (15) days of receipt thereof.
 - (b) In addition, Customer shall reimburse Global its actual out-of-pocket expenses as reasonably incurred by Global in connection with the performance of Services. Additional expenses for materials, services, training and hardware may only be incurred by Global and charged to Customer if prior written approval from Customer has been obtained.

- (c) A late charge of one and one-half percent (1½%) per month, or the legal maximum if less, shall accrue on past due billings unless Customer notifies Global of a billing dispute in writing prior to the payment due date. Customer shall be responsible for any costs incurred by Global in the collection of unpaid invoices including, but not limited to, collection and filing costs and reasonable attorney's fees of not less than fifteen percent (15%) of the outstanding balance due.
4. **Change Orders or Out of Scope Services.** To the extent that Customer requires or requests additional services or services that exceed the Services set forth in any SOW incorporated herein, Global will charge an additional fee for such additional services or out of scope work. Fees for such additional services or out of scope work will be set forth on a Change Authorization Order (CAO), which will also provide a description of the changed or additional service(s) being requested. Once a CAO is signed by both parties, it will be incorporated into the Agreement and have the same legal effect as the SOW that is incorporated into the Agreement.
5. **Ownership of Materials Related to Services.** The parties agree that any materials prepared and delivered by Global in the course of providing the Services shall be considered works made for hire. All rights, title, and interests of such materials shall be and are assigned to Customer as its sole and exclusive property. Notwithstanding the foregoing, the parties recognize that the performance of Global hereunder will require the skills of Global and, therefore, Global shall retain the right to use, without fee and for any purpose, such "know-how", ideas, techniques and concepts used or developed by Global in the course of performance of the services of this Agreement.
6. **Independent Contractor.** The parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the parties. All Global employees who are assigned to perform services at any Customer owned or leased facility shall be considered to be an employee of Global only and will not be considered an agent or employee of Customer for any purpose. Global will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any Global employee be eligible for or entitled to any benefits of Customer.
7. **Confidential Information.**
- (a) Customer understands and acknowledges that Global may, from time to time, disclose "Confidential Information" to Customer. For purposes of this Agreement, the term "Confidential Information" shall include but not be limited to any nonpublic and/or proprietary information or materials relating to Global's promotional and/or marketing strategy and activity, Global's pricing information (including but not limited to rates, margins, and budgets), Global's financial and budget information, Global's customer lists, information about the education, background, experience, and/or skills possessed by Global employees, Global employee compensation information, Global's service and/or sales concepts, Global's service and/or sales methodology, Global's service and/or sales techniques, Global's customer satisfaction data or sales information, or any information which Global marks or identifies as "confidential" at the time of disclosure or confirms in writing as confidential within a reasonable time (not to exceed thirty (30) days) after disclosure. Customer will not disclose Global's Confidential Information to any third party at any time without the prior written consent of Global and shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants. Further, Global's Confidential Information shall include the terms set forth in this Agreement, all of which shall remain the property of Global and shall in no event be transferred, conveyed, or assigned to Customer as a result of the services provided pursuant to this Agreement. The foregoing duty shall survive any termination or expiration of this Agreement.
- (b) Global also understands and acknowledges that Customer may, from time to time, disclose to Global proprietary ideas, concepts, expertise, and technologies developed by Customer relating to computer application programming, installation, and operation (collectively "Customer's Confidential Information"). Customer may further provide to Global documentation, reports, memoranda, notes, drawings, plans, papers, recordings, data, designs, materials, or other forms of records or information

relating to Customer's business operations (collectively "Confidential Trade Information"). Global agrees (i) not to use any Customer Confidential Information or Confidential Trade Information for its own use or for any purpose other than the specific purpose of completing the Services; (ii) not to voluntarily disclose any Customer Confidential Information or Confidential Trade Information to any other person or entity; and (iii) to take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Customer Confidential Information and/or Confidential Trade Information in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have such Customer Confidential Information and/or Confidential Trade Information. The foregoing duty shall survive any termination or expiration of this Agreement.

- (c) In no event shall Customer use Global's Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of the Owner.
- (d) The following shall not be considered Confidential Information for purposes of this Agreement: (a) Information which is or becomes in the public domain through no fault or act of the receiving party; (b) Information which was independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information; (c) Information which was provided to the receiving party by a third party under no duty of confidentiality to the disclosing party; or (d) Information which is required to be disclosed by law with no further obligation of confidentiality, provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information is involved.
- (e) The parties agree that the disclosure of any of the foregoing Confidential Information by either party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the nondisclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

8. **Nonsolicitation of Employees.** Customer will not, either directly or indirectly (except through Global) solicit, hire, or contract with any Global employee during the term of this Agreement and for a one (1) year period following termination thereof (hereafter the "Nonsolicitation Term"). In the event that Customer desires to directly hire any Global employee during the Nonsolicitation Term, Customer must first seek Global's consent to speak with the Global employee about the employment opportunity. In the event that Global grants Customer the option to directly hire a Global employee, issues related to the employee's transition to Customer and the employee's start date will be mutually agreed upon by Customer and Global in writing. Customer shall pay Global a placement fee of no less than 20% of offered salary prior to the Global employee commencing work as an employee of Customer. Unless the parties agree otherwise, Customer shall not directly hire more than two Global employees during the Nonsolicitation Term. If Customer hires a Global employee without first obtaining the consent of Global, Customer shall pay Global a liquidated damage equal to 100% of the employee's fair market salary, as determined by Global in its sole discretion. This provision is considered a material term that allows for accelerated termination rights under paragraph 14 of this Agreement.

9. **Customer Responsibilities.** In addition to any obligations and responsibilities described in the SOW or elsewhere in this Agreement, Customer shall have shared responsibility with Global regarding the following:

- (a) To ensure that the necessary business and application knowledge is available and conveyed from the Customer's existing support team to Global's support team.
- (b) Provide ready access to all appropriate computing platforms, documentation (e.g., program source, copybooks, tables, subroutines) and personnel (i.e., end users and technical representatives) necessary to fully understand the current business systems and environments throughout the life of the engagement.
- (c) Provide at its facility, office space and equipment for Global's on-site employees. Access will also be provided to the Customer's source libraries, test systems, and test data.

- (d) Provide external communications capability and/or access to its work facility to enable Global's on-site project team to access the Customer's information technology system for after hours or weekend Services as required.
 - (e) Customer shall assign an employee or representative to be present at the work facility for any after hours or weekend Services provided by Global. In the event that Customer declines or fails to assign an employee or representative to be present during such hours, Customer waives any and all claims for any property damage or loss that occurs during such time that Global's employee(s) is on the Customer's work facility.
 - (f) Provide passwords and job numbers to Global employees as needed.
10. **Warranty of Services.** Any warranty offered by Global for Services provided herein shall be set forth in the SOW. In the absence of any warranty language in the SOW, Global warrants that all Services performed pursuant to this Agreement will be performed in accordance with the general standards and practices of the information technology industry in existence at the time the Services are being performed. IN THE EVENT THAT THERE IS NO WARRANTY SET FORTH IN THE SOW, THE FOREGOING EXPRESS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, ORAL OR WRITTEN, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT APPLICABLE.
11. **Limitation of Liability.** Customer agrees that Global shall not be liable to Customer, or any third party, for (1) any liability claims, loss, damages or expense of any kind arising directly or indirectly out of services provided herein for (2) any incidental or consequential damages, however caused, and Customer agrees to indemnify and hold Global harmless against such liabilities, claims, losses, damages (consequential or otherwise) or expenses, or actions in respect thereof, asserted or brought against Global by or in right of third parties or for (3) any punitive damages. For purposes of this Agreement, incidental or consequential damages shall include, but not be limited to, loss of anticipated revenues, income, profits or savings; loss of or damage to business reputation or good will; loss of Customers; loss of business or financial opportunity; or any other indirect or special damages of any kind categorized as consequential or incidental damages under the law of the State of Pennsylvania. Global's liability for any damages hereunder shall in no event exceed the amount of fees paid by Customer to Global as of the date the alleged damages were incurred.
12. **Indemnification.** Each party shall indemnify, defend and hold harmless the other, its employees, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expense relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused solely by the negligence or willful conduct of the indemnifying party, its personnel or agents in connection with the performance of the Services hereunder. To the extent that such claim arises from the concurrent conduct of Customer, Global and/or any third party, it is expressly agreed that Global's liability shall be limited by the terms and provisions of paragraph eleven (11) herein and that, with respect to any remaining obligations to pay any third party claims, demands, losses, damages or expenses that are not limited by the terms and provisions of paragraph eleven (11) herein, each party's obligations of indemnity under this paragraph shall be effective only to the extent of each party's pro rata share of liability. To receive the foregoing indemnities, the party seeking indemnification must promptly notify the other in writing of a claim or suit and provide reasonable cooperation (at the indemnifying party's expense) and full authority to defend or settle the claim or suit. The indemnifying party shall have no obligation to indemnify the indemnified party under any settlement made without the indemnifying party's written consent.
13. **Equal Opportunity Employer.** Global is an Equal Opportunity Employer and does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, and termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable Federal, State and local laws. Customer likewise represents that it will not discriminate in the referral or acceptance of Consultants hereunder on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable federal, state and local laws.

14. Termination.

- (a) Termination for Cause: If either party believes that the other party has failed in any material respect to perform its obligations under this Agreement (including any Exhibits or Amendments hereto), then that party may provide written notice to the other party's management representative describing the alleged failure in reasonable detail. If the alleged failure relates to a failure to pay any sum due and owing under this Agreement or if Customer makes an unauthorized solicitation of a Global employee under the provisions of paragraph eight (8) herein, the breaching party shall have ten (10) business days after notice of such failure to cure the breach. If the breaching party fails to cure within ten (10) business days, then the non-breaching party may immediately terminate this Agreement, in whole or in part, for cause by providing written notice to the management representative of the breaching party. With respect to all other defaults, if the breaching party does not, within thirty (30) calendar days after receiving such written notice, either (a) cure the material failure or (b) if the breach is not one that can reasonably be cured within thirty (30) calendar days, then the non-breaching party may terminate this Agreement, in whole or in part, for cause by providing written notice to the management representative of the breaching party.
- (b) Termination for Bankruptcy: Either party shall have the immediate right to terminate this Agreement, by providing written notice to the other party, in the event that (i) the other party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (ii) a substantial part of the other party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.
- (c) Payments Due: The termination of this Agreement shall not release either party from the obligation to make payment of all amounts then or thereafter due and payable.
- (d) Permitted Delays: Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. Global's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event: (i) that Customer fails to submit information, instructions, approvals, or any other required element in the prescribed form or in accordance with the agreed upon schedules; (ii) of a special request by Customer or any governmental agency authorized to regulate, supervise, or impact Global's normal processing schedule; (iii) that Customer fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for Global's performance hereunder. Global will notify Customer of the estimated impact on its processing schedule, if any.
- (e) Continuation of Services: Global will continue to perform Services during the notice period unless otherwise mutually agreed upon by the parties in writing. In the event that Customer provides the notice of termination and directs Global not to perform the services through the notice period, Customer agrees to pay Global an amount equal to the amount normally due to Global for the notice period. Upon termination by either party, Customer will pay Global for all services performed and charges and expenses reasonably incurred by Global in connection with the services provided under this Agreement through the date of termination.

16. Miscellaneous Clauses:

- (a) Non-Restrictive Relationship. Global may provide the same or similar services to other customers and Customer may utilize other information technology service providers that are competitive with Global.
- (b) Waiver. The rights and remedies provided to each of the parties herein shall be cumulative and in addition to any other rights and remedies provided by law or otherwise. Any failure in the exercise by

either party of its right to terminate this Agreement or to enforce any provision of this Agreement for default or violation by the other party shall not prejudice such party's rights of termination or enforcement for any further or other's default or violation or be deemed a waiver or forfeiture of those rights.

- (c) Force Majeure. Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.
- (d) Notices. All notices required under or regarding this Agreement will be in writing and will be considered if delivered personally, mailed via registered or certified mail (return receipt requested and postage prepaid), given by facsimile (confirmed by certification of receipt) or sent by courier (confirmed by receipt) addressed to the following designated parties:

If to Global:
Global Data Consultants, LLC
Attention: Thomas J. Trgovac

1144 Kennebec Drive
Chambersburg, PA 17201

If to Customer:
Jefferson County
Attention: Dale Manuel
Attention: F. Mark Schiavone
114 E. Washington Street
Charles Town, WV 25414

- (e) Severability. If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.
- (f) Captions. The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.
- (g) Entire Agreement. This Agreement and the SOW(s) and/or CAO(s) incorporated herein constitute the entire agreement between the parties and supersede any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of this Agreement.
- (h) Amendments. This Agreement and the Exhibits may be amended only by an instrument in writing executed by the parties hereto. Any written work order submitted by Customer shall not amend the terms of this Agreement and will only be considered (1) a statement of the work to be performed; (2) set forth any deadlines or schedules; and (3) the additional fees to be charged, if any, for any out of scope work or services stated on the work order.
- (i) Applicable Law. This Agreement is made under and will be construed in accordance with the law of Pennsylvania without giving effect to that state's choice of law rules. The forum for any dispute or litigation arising out of this Agreement shall be in the Courts of Common Pleas of Franklin/Fulton County, Pennsylvania or in the Federal District Court for the Middle District of Pennsylvania.
- (j) Assignment. Neither party may assign any of the rights or obligations herein without first obtaining the written consent of the other party, which consent shall not be unreasonably withheld. Any purported assignment in violation of this term will be void and have no effect. In the event consent is received for an assignment, this Agreement will be binding upon the parties' respective successors and permitted assigns.
- (k) Successors and Third Party Beneficiaries. This Agreement shall inure to the benefit of Global and Customer and any successors or assigns of Global and Customer. No third party shall have any rights hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Global Data Consultants, LLC

Attest/Witness

_____	_____	_____	_____
Gregory D. Courtney, CEO/President	Date	Thomas J. Trgovac, Executive VP	Date

Jefferson County

Attest/Witness

_____	_____	_____	_____
Dale Manuel, Commission President	Date	F. Mark Schiavone, DCPM Director	Date

100.0 Policy: Acceptable/Unacceptable Use of County-provided Technology: Computers, E-mail, Internet Access, and Wireless Devices

The information contained within this policy section applies to Jefferson County employees and is part of the Information Security policy.

100.1 Relevant Technologies

Include, but may not be limited to the following:

- a. Personal computers
- b. Personal Digital Assistants (PDA)
- c. Fax or copy machines with memory or hard drives
- d. Internet or Intranet
- e. E-mail and Enterprise Instant Messaging (EIM)
- f. Voice Mail
- g. Cell phones (including camera phones and smart phones with data communications and databases)
- h. Pagers
- i. Media including disk drives, diskette drives, optical disks (CD), tape drives, external hard drives, and USB drives (flash drives)
- j. Servers
- k. Printers

100.2 Unacceptable uses include, but are not limited to the following:

- a. Any use which violates local, state, or federal laws;
- b. Any use for commercial purposes, product advertisements, or “for-profit” **personal** activity;
- c. Any use for viewing, transmitting, receiving, saving, or printing sexually explicit material;
- d. Any use for promotion of political or religious positions or causes;
- e. Any use in relation to copyright infringement;
- f. Any use in relation to downloading, attaching, changing, distributing, or installing any software or inappropriate files for non-business functions (ex: downloading MP3 files and/or broadcast audio or video files), including streaming content and Internet radio;
- g. Any use in relation to participating in chain letters or unauthorized chat programs, or forwarding or responding to SPAM;
- h. Any use for promoting harassment or illegal discrimination on the basis of race, gender, national origin, age, marital status, religion, or disability;
- i. Any use for promoting the misuse of weapons or the use of devices associated with terrorist activities;
- j. Any use related to pyramid selling schemes, multi-marketing schemes, or fundraising for any purpose unless agency sanctioned;
- k. Any use for dispersing data to customers or clients without authorization;
- l. Any use in relation to placing wagers or bets;
- m. Any use that could be reasonably considered as disruptive to another’s work;
- n. Any sending or sharing of confidential information for unauthorized purposes;
- o. Any personal use that can be construed as being other than minimal;
- p. Any attachment or use of devices on the County network that are not owned by the County.

Date created: 9/24/09

Updated by: CHV

Page 1 of 2

Department of Capital Planning and Management

- q. Redirecting County data to a non-County owned computing device or PDA on a routine basis, or without authorization from the CTO; or
- r. Utilizing unauthorized peer-to-peer networking or peer-to-peer file sharing.

100.3 Employees will not waste IT resources by intentionally doing one or more of the following:

- a. Placing a program in an endless loop;
- b. Printing unnecessary amounts of paper;
- c. Disrupting the use or performance of County-provided IT resources or any other computer system or network; or
- d. Storing unauthorized information or software on County-provided IT resources.

100.4 Employees will not knowingly or inadvertently commit security violations. This includes doing one or more of the following:

- a. Accessing or attempting to access records within or outside the County's computer and communications facilities for which the employee is not authorized; or bypassing County security and access control systems;
- b. Copying, disclosing, transferring, examining, re-naming, or changing information or programs belonging to another user unless given express permission to do so by the user responsible for the information or programs;
- c. Violating the privacy of individual users by reading e-mail or private communications without legal authority, or authorization based upon documented just cause;
- d. Misrepresenting oneself or Jefferson County;
- e. Making statements about warranty, express or implied, unless it is a part of normal job duties;
- f. Conducting any form of network monitoring, such as port scanning or packet filtering unless expressly authorized by the WVOT; or
- g. Transmitting through the Internet confidential data to include without limitation, credit card numbers, telephone calling cards numbers, logon passwords, and other parameters that can be used to access data without the use of encryption technology approved by the WVOT

100.5 Employees will not commit security violations related to e-mail activity. This includes doing one or more of the following:

- a. Sending unsolicited commercial e-mail messages, including the distribution of "junk mail" or other advertising material to individuals who did not specifically request such material;
- b. Unauthorized use for forging of e-mail header information;
- c. Solicitation of e-mail for any other e-mail address, other than that of the poster's account, with the intent to harass or to collect replies;
- d. Posting messages to large numbers of users (over 50) without authorization; or
- e. Posting from an agency e-mail address to newsgroups, blogs, or other locations without a disclaimer stating that the opinions expressed are strictly their own and not those of the County or the agency, unless posting is in the fulfillment of business duties.
- a. Employees will not knowingly or inadvertently spread computer viruses. To reduce this threat, employees must not import files from unknown or questionable sources.

102.0 Policy: Minimum Security Standards

This policy applies to all computers and servers connected to the Jefferson County Commission computer system.

Information security is of utmost importance to the economic and public interests of Jefferson County, WV. For that reason, the following minimal security standards will be followed by all departments that access the Jefferson County Commission network. Security standards will be based on:

1. National Institute of Standards and Technology's Federal Information Processing Standard 200 - Minimum Security Requirements for Federal Information Systems
<http://csrc.nist.gov/publications/PubsFIPS.html>;
2. Special Publication 800-53 – Recommended Security Controls for Federal Information Systems and Organizations
<http://csrc.nist.gov/publications/PubsSPs.html>;
3. Guidance from the West Virginia Office of Technology's Chief Technology Office website: <http://www.state.wv.us/ot/>;
4. Department of Defense 5220.22M National Industrial Security Program Operating Manual. February 28, 2006 Chapters 5 & 9; and
5. Information Technology Infrastructure Library (ITIL) Version 2 Best Practices Framework.

102.1 Minimum requirements for Network admission.

In order to be part of the Jefferson County Commission network any computer or server must:

- a. any computer system must have security software in place (such as approved antivirus, anti-spyware, and/or other security software or authentication scheme required for the data security designation);
- b. be subjected to inventory, access control, audit, configuration management, identification, authentication, maintenance, vendor and license control, and risk assessment procedures designed by IT Support and based on federal and state security standards;
- c. and pass through the proxy server and be subject to website filtering and recording.

Computers or servers not complying with security policies and procedures will not be admitted into the Jefferson County Commission network.

103.0 Policy: Employee termination and revocation of IT access

It is necessary to involve IT Support in the employee termination process because a former employee who still has access to the county's network and proprietary data is a security threat. Three areas must be addressed as they relate to IT:

1. Network access revocation;
2. County property recovery; and
3. Hard drive preservation

103.1 Network access

In the case of a terminated employee, IT will immediately revoke all computer, network, and data access the former employee had. This includes:

- remote access accounts
- online and onsite email
- network storage
- other access points present

Once an employee is terminated, that employee will immediately lose access to the local and network system. The employee can request data stored in folders to be sent to them at a later date.

Access revocation will be recorded in the database DB ACCESS GRANTING REVOCATION.

103.2 County property recovery

The County Commissions owns the hardware, software, and data in any part of the network system.

The former employee should be dispossessed of all county-owned property, including technological resources like a desktop and notebook computers, storage devices, external hard drives or thumb drives, mobile devices, and intellectual property like corporate files containing county-related information.

An image of data contained in any storage device will be made to extract information for future position-holders. The county commission will determine which information will be available to the new position-holder.

103.3 Hard drive preservation

The hard drive will be kept for a period one (1) year, unless it is part of a civil proceeding. After that period, the hard drive will be sanitized and reused. An additional image copy may be created for forensics reasons if deemed necessary by the IT staff and to preserve the integrity of the hard drive.

Date created: 9/24/09

Updated by: CHV

Page 1 of 2

Department of Capital Planning and Management

The IT department will be the custodian of all electronically preserved data, until it is requested by the county's legal or police departments. Documentation of changes in data custody will be required.

103.4 Documentation

Just as the granting of access and security clearances should be documented for future reference, the revocation of access will also be documented, especially for legal purposes. The IT department will maintain a database of access clearances and revocations for all computer, network and data access.

DB ACCESS GRANTING REVOCATION.

DMS: Chain of custody of hard drives

Associated procedures & policies:

- Procedure for retaining information from a hard drive and other storage device
- Procedure for erasing electronic files or media
- Procedure for computer, network and data access clearance and revocation
- Policy: Records management, retention, and disposition standards

#14

<p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p>
--

AGENDA REQUEST FORM

Name: F. Mark Schiavone

Department or Entity: DCPM

Estimation of amount of time needed for appointment: 10

Date Requested – 1st Choice: 29 Oct 2009

Date Requested – 2nd Choice: 12 Nov 2009

If a specific date is needed, please provide reason for specific date: Please do not defer this appointment to 05 November 2009. I'll be attending the National Impact Fee Roundtable meetings in Phoenix, AZ.

Subject: Budget Update

Please provide the County Commission with a description of your request or presentation, including any background information: 1. Update Commission on activity regarding setup of HRA accounts.

2. Seek guidance from Commission regarding revenues from Hotel Occupancy Tax that exceed budgeted amounts. Specifically, once Arts & Humanities and Historic Landmarks Commission receives their budgeted amount, do we continue disbursing excess revenue to them or shift excess revenue to Visitors Center and Parks & Recreation Commission?

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): Move to continue disbursement of Hotel Occupancy Tax in the ratio as set forth during budget deliberations of 18 March 2009 even if the disbursements exceed budgeted amounts. Alternative motion: move to suspend allocation of hotel occupancy tax revenues once Arts & Humanities and Historic Landmarks Commission receive budgeted revenue and to continue disbursement of any remaining hotel occupancy tax revenue in a 50% ratio to the visitors center and to the parks & recreation commission.

Attachments: Revenue report for September 2009

FY 2010 Budget - Revenues Through September 2009

Account	Description	Est Revenue 08	Actual YTD 08	Est Revenue	Actual YTD 09	Status
001-299-00-002	UNENCUMBERED BALANCE BUDG	2,947,517		3,329,554		
001-301-TT-000	PUBLIC UTILITIES	300,836	47,184	330,098	2,250	
001-301-TT-001	AD VALOREM TAXES-CURRENT	8,864,886	4,289,637	9,224,957	4,459,495	Increase
001-301-TT-002	AD VALOREM TAXES-1ST YEAR	300,000	159,576	300,000	139,959	
001-301-TT-003	AD VALOREM TAXES-2ND YEAR	10,000	2,998	10,000	1,258	
001-301-TT-004	AD VALOREM TAXES-3RD YEAR	1,000	2,052	1,000	133	
001-301-TT-005	AD VALOREM TAXES-4TH & PY	1,000	965	1,000	212	
001-301-TT-006	SUPPLEMENTAL TAXES	100,000	38,463	100,000	43,672	
001-301-TT-007	SURPLUS	2,000		2,000		
001-301-TT-008	DELINQ & NONENTERED LAND					
001-301-TT-009	REDEMPTION FRM ST AUDITOR					
001-301-TT-010	ASSRVAL					
001-301-TT-099	TAX DISCOUNTS	(200,000)	(102,543)	(211,973)	(107,817)	
001-302-TT-000	TAX PENALTIES&INT/PUB FEE	150,000	43,906	150,000	46,843	
001-303-OT-000	DOG TAX					
001-304-OT-000	PROPERTY TRANSFER TAX	550,000	164,282	630,000	130,892	Decrease
001-306-OT-000	GAS/OIL SEVERANCE TAX	5,700		5,700		
001-307-OT-000	HORSE RACING TAX	30,000	5,704	30,000	5,914	
001-308-OT-000	WINE AND LIQUOR TAX	40,000	1,776	40,000	3,297	
001-309-OT-000	HOTEL OCCUPANCY TAX	470,000	123,198	400,000	158,867	Increase
001-311-OT-000	PAYMENT IN LIEU - LOCAL					
001-312-OT-000	SYNTHETIC FUEL TAX	40,000	43,478			
001-317-LP-000	LICENSE - DECAL FEES	100		100	24	
001-318-LP-000	BUILDING PERMIT FEES	350,000	115,834	420,000	16,000	Decrease
001-319-LP-000	MISC PERMITS					
001-322-IG-000	FEDERAL GOVERNMENT GRANTS				55,500	
001-322-IG-001	REIM:MARTINSBURG DRUG GRT		994			
001-322-IG-002	REIM:O/T AND CAPP f/FOCUS					
001-322-IG-003	REIM:SHEPHERDSTOWN DUI GT					
001-322-IG-004	REIM: DUI GRANT f/STATE					
001-322-IG-005	FOCUS GRANT - AC					
001-322-IG-006	AED EQUIPMENT - AMB AUTH					
001-322-IG-007	REIM:PROJ IMPACT-FEMA GRT					
001-322-IG-008	PUB ED:WAL-MART GRANT					
001-323-IG-000	STATE GOVERNMENT GRANTS		31,912		13,274	
001-324-IG-000	OTHER GRANTS					
001-324-IG-001	QUAD ST PREP GRANT					
001-325-IG-000	FEDERAL PAYMENT IN LIEU	16,000		16,000		
001-327-CS-000	CHARGES FOR SERVICES					
001-329-CS-000	SHERIFF'S SERVICE PROCESS	15,000	4,250	15,000	6,276	
001-330-CS-000	SHERIFF'S EARNING	10,000	2,881	10,000	3,535	
001-330-CS-001	SHERIFF EARN - ARREST M/C	7,500	2,595	7,500	3,309	
001-330-CS-002	SHERIFF EARN - CIRC CT					
001-330-CS-003	SHERIFF EARN - WORTH CK					
001-331-CS-000	COUNTY CLERK'S EARNINGS	167,800	43,397	159,040	53,326	
001-331-CS-001	CO CLK-VOTER REGISTR FEES					
001-331-CS-002	CO CLK PRESERVATION FUND	2,200	390	1,000	404	
001-332-CS-000	CIRCUIT CLERK'S EARNINGS	60,000	16,625	60,000	17,877	
001-333-CS-000	PROSECUTING ATTY EARNINGS	1,000	362	1,000	228	
001-334-CS-000	ACCIDENT REPORTS	5,000	1,310	5,000	1,080	
001-335-CS-000	MOTOR VEHICLE LICENSE FEE					
001-336-CS-000	MAP SALES	5,000	1,217	4,000	1,264	
001-340-CS-000	RENT - MAGISTRATE COURT	45,000	11,250	45,000	11,250	
001-340-CS-001	RENT - COUNTY FARM HOUSE	1,200	400	1,200	200	
001-340-CS-002	RENT - COUNTY FARM LAND	774		774	194	
001-340-CS-003	RENT - FAMILY COURT	9,444		9,444		
001-340-CS-004	RENT:MASON BLDG-ALLSTATE					
001-340-CS-005	RENT:MASON BLDG-CORR OFFC		1,704			
001-345-CS-000	EMERGENCY SERVICE FEES					
001-346-CS-000	EMG COMM - 911 FEE	1,100,000	474,784	1,296,000	169,420	Decrease
001-346-CS-001	EMG COMMUNICATIONS- SIGNS		1,090		290	
001-348-CS-000	FRANCHISE AGREEMENTS	275,000	82,687	275,000	82,265	
001-350-CS-000	IRP FEES-INTNATL REG PGM	7,500	2,865	7,500	2,770	

FY 2010 Budget - Revenues Through September 2009

Account	Description	Est Revenue 08	Actual YTD 08	Est Revenue	Actual YTD 09	Status
001-351-CS-000	JAIL FEES					
001-361-FF-000	FINES, FEES & COURT COSTS					
001-362-CS-000	JAIL FEES	425,000	220,029	425,000	188,957	Decrease
001-365-II-000	INTEREST EARNED	71,000	18,530	102,200	15,434	
001-365-II-001	INTEREST EARNED-CO CLERK	6,000	1,395	4,200	562	
001-365-II-002	INTEREST EARNED-CIR CLERK	12,000	1,549	8,400	741	
001-365-II-003	INTEREST EARNED-TAX DMV					
001-365-II-004	INT EARNED TAX OFF-ST FEE	4,500	590	3,150	148	
001-365-II-005	INTEREST EARND-RACING TAX	500	184	350	67	
001-365-II-006	INTEREST EARNED-VIDEO LOT	12,000	7,952	8,400	4,177	
001-366-MM-000	MISCELLANEOUS REVENUE	1,200	7	1,200	6	
001-367-MM-000	SHERIFF'S COMMISSION	15,000	12,492	15,000	12,654	
001-368-MM-000	CONFISCATED PROPERTY					
001-369-MM-000	COMMISSIONS/VEND MACHINE					
001-370-OT-000	TABLE GAMES		9,812	16,000	7,742	
001-372-MM-000	FILING FEES					
001-373-OT-000	VIDEO LOTTERY	4,600,000	1,554,647	4,280,000	1,503,966	Decrease
001-373-OT-001	LOCAL - VIDEO LOTTERY	100,000	31,289	100,000	32,337	
001-374-MM-000	PLANNING COMMISSN REVENUE					
001-375-MM-000	SALE OF MATERIALS					
001-380-MM-000	TRANS FROM OTHER ENTITIES					
001-381-MM-000	CHARGES TO OTHER ENTITIES					
001-382-MM-000	REIMBURSEMENTS	60,000	59,695	60,000	69,054	
001-382-MM-001	REIM:CIRCUIT CLK V/COUNTY		3,725		4,383	
001-385-MM-000	GAIN/LOSS SALE-FIX ASSETS					
001-388-TR-000	CONTR/TRANS FROM OTH FUND					
001-392-TR-000	CONCEALED WEAP FUND REIMB					
001-394-TR-000	GEN SCH FUND REIMB					
001-395-TR-000	MAG CT FUND REIMB					
001-396-TR-000	W/C FUND REIMBURSEMENT					
001-399-TR-000	TRANS/ASSR VAL FUND					
Totals		20,998,657	7,539,117	21,699,794	7,163,687	Decrease

Rec'd
10/22/09

10/22/09

9:30 AM
DOR

#15

Dear Commissioners,

I am requesting the use of the County Commission room in the basement of the Charles Town Library for either Monday November 9th from 7pm until 9pm or Monday November 16th from 7pm until 9pm to host a Town Hall meeting regarding the December 5 vote on Table Games in Jefferson County

Thank you,
Debbie Royalty
304-728-0191

Rec'd

10/22/09

9:30 a.m.
sm

#16



Dear Commissioners,

I am requesting the use of the County Commission Meeting Room in the basement of the library.

I am requesting the use for STOP PATH WV 501C(4) organization on the 2nd + 4th Mondays of every month from 6p - 9p starting November 9, 2009 and ending with the defeat/denial of the PATH Application.

Thank you,
Debbie Royalty
304-728-0191
twoofakindfarm@frontiernet.net

#30

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, November 5, 2009, or as soon thereafter as the Commission may decide:

Jefferson County Emergency Services Agency Board - Three 3 year terms ending November 2, 2012

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.

Information

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY BOARD

Brian D. Eddy
118 Shannon Lane
Kearneysville, WV 25430
email: natemick1@earthlink.net
3 years 11/2/09

R. M. Pete Kelley
P.O. Box 1257
Shepherdstown, WV 25443
h: 876-3409
3 years 11/2/09

Michael T. Mills
P.O. Box 1074
Harpers Ferry, WV 25425
h: 304-535-3126
cell: 240-315-7490
3 years 11/2/09

Brenda Engle
50 Westhall Drive
Charles Town, WV 25414
h: 725-7258
3 years 11/2/10

Michael Alvarez
3775 Kabletown Road
Charles Town, WV 25414
w: 535-6124 / h: 725-2350
3 years 11/2/10

Paul Rosa
P.O. Box 1350
Harpers Ferry, WV 25425
535-9961
3 years 11/2/10

Jefferson County Emergency Services Agency Board

Toni Milbourne ***Represents Citizen***

P.O. Box 586
Harpers Ferry, WV 25425
304-535-6851
3 years 11/2/2011

Fred Collins ***Represents Fire/EMS***

336 Ashley Drive
Shepherdstown, WV 25443
304-283-3257
email: fdkarc@yahoo.com
3 years 11/02/2011

Todd L. Wilt, II ***Represents Fire/EMS***

1890 Meyerstown Rd.
Charles Town, WV 25414
304-728-3926
3 years 11/2/2011

James E. Watson ***Represents Jefferson County Fire and Rescue Association***

Jefferson County Fire & Rescue Association
P.O. Box 101
Charles Town, WV 25414
304-725-2570 304-725-2514
3 years 11/2/2011

Dale Manuel ***Represents Jefferson County Commission***

75 Porter Way
Charles Town, WV 25414
304-725-8160

Jefferson County Emergency Services Agency
Ed Smith, Operations Manager
116 E. Washington Street
304-728-3287 (Office)
FEIN - 55-0751374

P. O. Box 1257

October 5, 2009

Shepherdstown, WV 25443

Phone 304-876-3409 Cell 304-268-2884

Jefferson County Commission

P. O. Box 250

124 E. Washington Street

Charlestown, WV 25414

Attn: Commissioner Dale Manuel, President

Dear Sir:

By this letter, I am requesting to be reappointed to the Jefferson County Emergency Service Agency Board. At present, I am functioning as president of the board which includes the supervision of the operations, as the supervisor of the operations manager. Other responsibilities include being on the building committee that directs the building of our new Operations Center. This includes weekly meetings with the contractor, architect and county representatives. These meetings will continue until completion, estimated to be in January 2010.

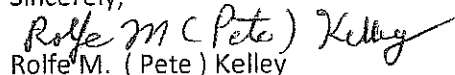
As a licensed health care provider (ESARN) by the WV Board of Nursing and the WV Department of Health, I serve on the Quality Assurance Committee. We function under the direction of Dr. Robert Jones MD, the county medical director. The committee reviews the care provided by the county EMS personnel as it relates to the applicable protocols.

I am on the selection committee to find a replacement for our retiring operations manager. I have extensive knowledge relating to fire operations, business management and the state EMS programs.

Attached is a chart showing my attendance to the board meetings which demonstrates my level of commitment to the program.

Thank you for your consideration.

Sincerely,


Rolfe M. (Pete) Kelley

CC: Commissioners Frances Morgan, Patsy Noland, Jim Surkamp, and Lyn Widmyer

RECEIVED

OCT 13 2009

JEFFERSON COUNTY COMMISSION

JEFFERSON COUNTY AMBULANCE AUTHORITY - 2007 Board Member Attendance*

	January	February	March	April	May	June	July	August	September	October	November	December
Alvarez, Mike	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Davidson, Candy	YES	NO	YES	NO	YES	NO	NO	NO	NO	RESIGNED	RESIGNED	YES
Donohue, Dave	NO	NO	NO	NO	YES	YES	NO	NO	NO	RESIGNED	RESIGNED	YES
Eddy, Brian	YES	YES	YES	NO	YES	YES	YES	YES	YES	NEW MEMBER 11/07	YES	YES
Engle, Brenda	NO	NO	NO	YES	NO	YES	YES	YES	YES	NEW MEMBER 11/07	YES	YES
Engle, Donnie	NO	NO	NO	NO	YES	YES	YES	YES	YES	NO	YES	YES
Good, Jeff	YES	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Hunsucker, Debra	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Jones, Robert	NO	NO	NO	NO	YES	YES	YES	YES	YES	YES	YES	YES
Kelley, Pete	YES	YES	YES	YES	NO	YES	YES	YES	YES	YES	YES	YES
Mills, Mike	NO	YES	NO	NO	NO	YES	YES	YES	YES	NO	YES	YES
Rosa, Paul	NO	YES	NO	NO	NO	YES	YES	YES	YES	YES	YES	YES
Smith, Ed	YES	YES	YES	YES	NO	NO	YES	YES	YES	YES	YES	YES

JEFFERSON COUNTY AMBULANCE AUTHORITY - 2008 Board Member Attendance*

	January	February	March	April	May	June	July	August	September	October	November	December
Alvarez, Mike	YES	NO	YES	YES	No Meeting	YES	YES	YES	No Meeting	YES	YES	YES
Eddy, Brian	YES	NO	YES	YES	No Meeting	YES	NO	YES	No Meeting	NO	NO	NO
Engle, Brenda	YES	YES	YES	YES	No Meeting	NO	NO	YES	No Meeting	YES	YES	YES
Engle, Donnie	YES	YES	YES	YES	No Meeting	NO	NO	YES	No Meeting	YES	YES	YES
Good, Jeff	YES	NO	NO	YES	No Meeting	YES	YES	YES	No Meeting	NO	NO	NO
Hunsucker, Debra	YES	NO	YES	NO	No Meeting	YES	NO	NO	No Meeting	NO	NO	NO
Jones, Robert	NO	NO	NO	NO	No Meeting	NO	NO	NO	No Meeting	NO	NO	NO
Kelley, Pete	YES	YES	YES	YES	No Meeting	YES	NO	YES	No Meeting	YES	YES	YES
Mills, Mike	YES	YES	NO	YES	No Meeting	YES	NO	YES	No Meeting	YES	YES	YES
Rosa, Paul	YES	YES	YES	YES	No Meeting	NO	YES	YES	No Meeting	YES	YES	YES
Smith, Ed	YES	YES	YES	YES	No Meeting	YES	YES	YES	No Meeting	YES	YES	YES

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY - 2009 Board Member Attendance

	January	February	March	April	May	June	July	August	September	October	November	December
Alvarez, Mike	YES	YES	YES	YES	NO	YES	NO	NO	YES	NO	NO	NO
Collins, Fred	YES	YES	YES	YES	YES	YES	NO	NO	NO	NO	NO	NO
Eddy, Brian	YES	YES	NO	YES	YES	YES	NO	NO	NO	NO	NO	NO
Engle, Brenda	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Good, Jeff	NO	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Hunsucker, Debra	NO	NO	NO	NO	NO	YES	NO	NO	NO	NO	NO	NO
Jones, Robert	NO	YES	NO	NO	NO	YES	NO	NO	NO	NO	NO	NO
Kelley, Pete	NO	YES	NO	YES	YES	YES	YES	YES	YES	YES	YES	YES
Manuel, Dale	N/A	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Millbourne, Toni	N/A	N/A	YES	NO	NO	YES	NO	YES	NO	NO	NO	NO
Mills, Mike	YES	YES	NO	YES	YES	YES	NO	YES	NO	NO	NO	NO
Rosa, Paul	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES	YES
Watson, Jay	N/A	YES	YES	YES	YES	NO	YES	YES	NO	NO	NO	NO
Witt, Todd	N/A	YES	YES	YES	NO	YES	YES	NO	NO	NO	NO	NO
Smith, Ed	YES	YES	YES	YES	YES	YES	NO	YES	YES	YES	YES	YES

*This information does not reflect attendance at any of the special committee meetings.

Michael Mills
P.O. Box 1074
Harpers Ferry, WV 25425

RECEIVED

OCT 22 2009

JEFFERSON COUNTY COMMISSION

October 12, 2009

Attn: Dale Manuel
The County Commission of Jefferson County
P.O. Box 250
Charles Town, WV 25414

Dear Commissioner Manuel,

I am in receipt of your letter from Sandra McDonald, concerning the pending expiration of my term on the Jefferson County Emergency Services Agency Board (JCESA Board).

The purpose of this letter is to advise you of my willingness to serve another term on the JCESA Board. As you are aware there are many changes in progress related to emergency services in Jefferson County, and many more changes to come. I believe that my experience and skills will add value as we move forward.

If you have any questions, please do not hesitate to contact me.

Sincerely,



Michael Mills
H304-535-3126

cc: Sandra McDonald

#26

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, November 12, 2009, or as soon thereafter as the Commission may decide:

**North Eastern Regional EMS, Inc. - One 2 year term ending
October 31, 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.

NORTH EASTERN REGIONAL EMS, INC.

Rolfe "Pete" Kelley
P.O. Box 1257
Shepherdstown, WV 25443
h: 876-3409
2 years 10/31/2009

Rusty Morgan
P.O. Box 130
Rippon, WV 25441
725-6670
2 years 10/31/2010

Sandy McDonald

From: "Barbara Miller" <bmill@jeffersoncountywv.org>
To: <sandy@jeffersoncountywv.org>
Sent: Friday, October 16, 2009 6:15 PM
Subject: FW: Jefferson County, WV - 2009 CRS Recertification

Sandy: Will you please put the email below on the County Commission's agenda under correspondence. This is notifying us that we have completed the recertification process for Community Rating System of the National Flood Insurance Program and we will remain in good standing for another year. Thank you!

Barb Miller

From: Brett, Thomas A. [mailto:TBrett@iso.com]
Sent: Friday, October 16, 2009 5:28 PM
To: bmill@jeffersoncountywv.org
Subject: Jefferson County, WV - 2009 CRS Recertification

Attention: Ms. Barbara J. Miller

Dear CRS Coordinator:

This is to acknowledge receipt of your 2009 Community Rating System (CRS) Recertification for your community. The completed and signed AW-214 form and requested enclosures have been reviewed and everything appears to be in order. This completes the Recertification process for 2009 and your community remains in good standing in the CRS.

Thank you very much for your continuing effort and participation in the CRS and making this step as smooth, quick and efficient as possible. If I can be of assistance to you please let me know.

Tom Brett, *CFM*
ISO/CRS Specialist
Insurance Services Office, Inc.
1327 Old Meadow Road
Pittsburgh, PA 15241
Phone/FAX:(412) 221-4679

This email is intended for the recipient only. If you are not the intended recipient please disregard, and do not use the information for any purpose.

RECEIVED #23

October 19, 2009

OCT 20 2009

Hon. Joe Manchin, Governor
The State Capitol
Charleston, WV 25301

Jefferson County Commission

RE: Imperative need for improved and expanded passenger rail service in WV eastern panhandle

Dear Governor Manchin:

This letter is a follow-up to our very brief discussion at the CVB opening in Harpers Ferry on October 16, 2009.

The era of cheap oil is ending more rapidly than once expected. Worldwide, oil production is declining steeply, and oil-producing countries are, inevitably, using far more of this finite resource for their own needs. World oil production reached a peak in 2005, at 85 million barrels per day; this will decline from here onward.

World oil prices will skyrocket in consequence, as economic recovery increases demand exponentially, which is already at over 30 billion barrels annually. There are perhaps 30 years of oil left worldwide, at best, and that is it (less than a trillion barrels, even at the most optimistic). The US has 4% of world population, and uses 25% of world oil daily; this is non-sustainable.

Oil prices will soon be back in triple-digit territory, and \$4 gas (as we had it last year) will soon seem cheap in comparison. US fuels will need to be taxed correctly to fund improved transportation alternatives, as other OECD nations have long done.

Congress and the administration, distracted by other matters, are moving far too slowly and timidly to address the need for comprehensive improvement of the rail system, and planning and creation of a national high-speed rail system; rail is the most energy-efficient land transport we have. Transport is 20% of the economy, and is the key to it. The Department of Defense has advocated electrification of the US rail network for four decades.

You are going to have a crisis of transportation and economic disruption on your hands, one which is both national and global in scope as well. The effects will be profound, pervasive and sustained in ways few imagine today.

Here in West Virginia, we are blessed with a long-standing, woefully underused rail system. Our communities need improved and expanded service, not just daily but on weekends, as

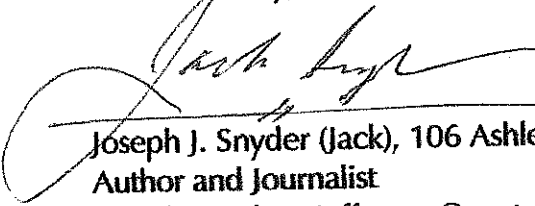
is commonplace in other developed countries in Europe and elsewhere.

For the last 25 years I have been warning the regional community, to little effect. Citizens and legislators alike have been lulled into complacency by a century of cheap, subsidized (slightly taxed, little-regulated) oil which has fueled unprecedented US economic growth (and sprawl), but can no longer be sustained. US oil production has been in decline since 1970, as predicted by M. K. Hubbert of Shell Oil in 1956; he also correctly predicted world oil production decline at that time.

In the 1990s the non-profit Station at Shepherdstown corporation I founded and led restored the Shepherdstown train station in anticipation of this coming crisis; currently our non-profit corporation of Duffields Station Inc. is restoring the historic 1839 Duffields station, the oldest surviving purpose built combined passenger and freight rail station in the USA. There has been a nationwide movement of rail station restoration since the 1970s, as you know.

I urge you to take appropriate action to prepare West Virginia on an urgent basis. Time is fast running out.

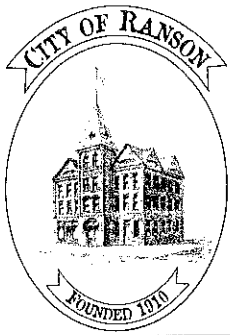
Yours sincerely,



Joseph J. Snyder (Jack), 106 Ashley Drive, Shepherdstown, WV 25443
Author and Journalist
Board Member, Jefferson County CVB
Former Associate Editor, SEA POWER Magazine

xc:

Hon. Barack Obama, President
Hon. Robert Byrd, Jay Rockefeller, Shelley Capito
Hon. John Doyle, Herb Snyder, John Unger
Hon. Martin O'Malley, Governor of Maryland
Paulette Sprinkle, Director, Jefferson County CVB
Jefferson County Commission members
Michael Ward, CEO, CSX corporation
Editor, The Shepherdstown Chronicle
Editor, the Martinsburg Journal
Editor, the Washington POST
.. And many, many others



City of Ranson

#34



Office of the Mayor

312 South Mildred Street
Ranson, West Virginia 25438-1621
Phone: (304) 725-1010 Fax: (304) 728-8579
E-mail: mayor@cityofransonwv.net
cityofransonwv.net

Council Members

Kim Biddle
Scott Coulter
Donnie Haines
Duke Pierson
Howard Shade

A David Hamill – Mayor Ray A. Braithwaite – Recorder

October 14, 2009

REC'D OCT 19 2009

Sheriff Bobby Shirley
102 Industrial Blvd., Suite 100
Kearneysville, WV 25430

RE: Regional Jail Fees

Dear Sheriff:

On October 6, 2009, I read an article in the Journal titled "Regional Jail Costs a Concern Statewide" wherein you stated that "[m]unicipalities in this county and across the state want their share of any money that comes in, but when it come to housing people in the jail, they put them in there at the expense of the county. So I think it's only fair that they should pay their share." As someone who has been an elected official for quite some time and has been in the newspaper occasionally, I realize that the newspaper does not always accurately or completely portray what was really communicated. With that being said, however, I want to clarify the City of Ranson's position with regard to the regional jail fee matter. Every effort should be made to alleviate some of the burden on all local government budgets. Many municipal governments, including Ranson, share the same concerns as county officials as we see our revenue streams become stagnant and our expenses ever escalating. However, shifting a cost with no relief will not resolve this issue. Shifting the cost of regional jails to municipalities will not solve the problem but will add to the already competitive nature that our current structure of government fuels between its political subdivisions. I would like to take this opportunity to point out a few items.

First, please mind that City residents also pay county taxes which fund county services. In other words, City residents pay exactly the same amount of property tax as county residents, but also pay City property tax. City taxes are used to pay for City services (i.e. police, administration, planning, streets, lights, etc). Counties receive approximately 26% of local property taxes; cities receive approximately 7%. Properties within municipalities in the state of West Virginia, on average, make up approximately two-thirds of assessed value in the county for property taxes. Municipal residents send a majority of their total property taxes to the County. Therefore, requesting additional funds from municipalities is essentially a form of double taxation. Simply, City residents pay a "premium" to live in the City over and above what residents pay to the county. I am not sure how it is fair that City residents should pay even more taxes to fund the Regional Jail Authority.

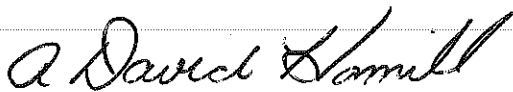
Secondly, as you are very well aware, municipal courts are only authorized by the West Virginia Constitution for enforcement of municipal ordinances only. City police are mandated to take violations of state criminal law (all felonies) to Magistrate Courts. Counties receive an automatic \$48.50 (or current per diem) from of Magistrate Court fees on every conviction non-jailable and jailable (speeding and other) to offset Regional Jail Authority bills. Municipalities receive nothing from Magistrate Court on state arrests. If municipalities pay for the first 24 hours, like some counties advocate, the county keeps \$48.50 and the City pays jail bill. Furthermore, the City of Ranson has made the policy decision to not have jury trials. Therefore, all DUI cases and cases that have the possibility of jail time are being prosecuted in magistrate court and Jefferson County retains any and all fine monies.

Third, the West Virginia Legislature has provided some specific remedies to alleviate and offset Regional Jail Authority bills for counties. There are no such remedies or funding sources for cities. Thus, Regional Jail Authority bills would come directly out of the City's general fund. I have included a summary of some of the Legislative bills for your review and information. City tax revenues simply are not set up to support the payment of jail fees. As you may be aware, the taxing structure of cities has not been altered by the West Virginia Legislature for decades; yet, cities are continuously feeling the pressures of complying with unfunded mandates. Simply, both cities and counties are being asked to do more with the exact same amount of monies.

I realize that we are in tough budget times and that this is a critical issue to county commissions and county budgets. I welcome dialogue and discussion regarding this matter and the possibility of working together to come up with a common solution. I cannot, however, support the idea of municipalities paying more for jail fees when our residents are already paying their fair share.

Thank you for your service to Jefferson County and please do not hesitate to contact me.

Sincerely,



A. David Hamill

Mayor

cc: Senator Herb Snyder
Senator John R. Unger II
Delegate John Doyle
Delegate Tiffany E. Lawrence
Delegate Robert C. Tabb
Jefferson County Commissioner President Dale Manuel

Legislative Bills to Help Counties Offset RJA Fees

2001- SB 688 Remittance to Counties from convictions in Magistrate Courts to offset RJA bill an additional **\$50.00 plus one night per diem-** imposed with or without jail time.

HB 2405 Community Corrections Act authorized counties to establish a program for alternative sentencing in lieu of jail time. Fees are paid to fund these programs at circuit, magistrate, and municipal court levels. \$5.00 can be assessed for home incarceration as well as a fee from the offender and remitted to County. \$3.00 assessed for Community Corrections Programs. **Cities remit approximately \$200,000 from \$3.00 fees collected annually.**

HB 2847 Authorization for Counties to bill Cities or offenders for transportation costs to RJA-Cities and Counties have set up intergovernmental cooperative agreements to share in all costs.

2003 - SB 166 Offsets the mandatory DUI per diem. Provides **\$55.00 assessed on every DUI in Magistrate Court remitted to County** or municipal court kept at municipal level.

2004 - HB 4634 requires an offender with ability must pay for incarceration (per diem) for up to thirty days to offset RJA bill.

2005- SB 716 Created the RJ Operations Partial Reimbursement Fund- increased the court costs in magistrate court and set up **fund to be distributed back to counties** and cities.

2006- HB 4075 Clarified \$30.00 in each criminal proceeding be sent to RJ Operations Partial Reimbursement Fund-approximately **\$3 million distributed back to counties for 2006.**

HB 4018 increased fine from \$3.00 to \$10.00 for Community Corrections Fund on all cases in municipal and magistrate courts. Counties with Community Corrections receive distributions to the Community Corrections program. **Estimated \$500,000.00 remitted from cities annually to the programs. Counties receive this money for the programs.**

2007- SB 361 An inmate who works in work programs established under this section shall make reimbursement to the authority toward the cost of his or her incarceration to be credited to the agency billed for that incarceration.

SB 66 Beginning on the first day of July, two thousand seven, in addition to the fee required in section five, article eleven-b of this chapter, **a fee of two dollars fifty cents per day** is to be collected from those persons on home incarceration.

HB 2718 Table Games Bill provides for **10% to counties in all non-racetrack counties, divided equally and used to pay regional jail expenses** or capital improvements. **(fiscal amount pending)**

Don J. Orser

250 Blue Ridge Acres, Harpers Ferry, West Virginia 25425

djorscr@comcast.net

October 12, 2009

RECEIVED

OCT 16 2009

Jefferson County Assessor's Office
104 E. Washington Street
Charles Town, West Virginia 25414

Subject: Lot Consolidation

Jefferson County Commission

Dear Jefferson County Assessor's Office:

This is to request that for tax year 2010 and pursuant to WV Code § 11-4-17 and as such applies, contiguous parcels 02/23D/0246 and 02/23D/0248 containing Lots 8H/48-50 and 8H/51-52, Shannondale be consolidated into a single parcel. I purchased these lots by deed dated August 24, 2009 and recorded in Deed Book 1068 at Page 247. These parcels are currently assessed in Judith L. Clister, Trustee's name and I have enclosed a copy of her special power of attorney to me providing for this request.

Additionally, I would also like contiguous parcels 02/23H/0161 and 02/23H/0162 consisting of Lots 46A and 47A, Section 22J, Shannondale consolidated.

I can be reached at 304-725-8948 or 304-268-3640 (cell phone) if you have any questions.

Thanks very much.

Sincerely,



Don J. Orser

✓ cc: Jefferson County Commission

RECEIVED #36

OCT 21 2009



Jefferson County Commission
News for release Oct. 15, 2009.

For more information, contact Ron Widmyer at 304-725-4326.

The Arts and Humanities Alliance of Jefferson County, W.V., requests proposals from groups and individuals in Jefferson County for grants to fund projects in the arts or humanities that are intended to preserve or enhance the county's cultural heritage. Proposals must be mailed and postmarked by Nov. 15. Applications and guidelines for submissions can be found on the AHA website at <http://www.ahajc.org/CommunityGrant.htm>.

Applicants are urged to contact AHA Community Grants Committee chairman Ron Widmyer at 304-725-4326 prior to submission of a grant application for further guidance.

After applications are reviewed by a panel, the awards are made by the AHA Board of Directors.

Applicants must be residents of or operate from facilities within Jefferson County and meet all other criteria of the guidelines. Projects must demonstrate positive community impact and practicality for completion.

AHA's Community Grants have upper financing limits of \$2,000 for organizations and \$800 for individuals. Projects may be funded at lower levels.

AHA requests proposals for Community Grants three times a year. The next deadline for proposals is Feb. 15. Applicants may request more than one grant award per year, but first priority will be given to organizations and individuals seeking their first award in any one year.

The mission of AHA, a volunteer, non-profit organization, is to preserve the rich history and culture of Jefferson County and to encourage creative opportunity for all its citizens.

XXX



News for release Oct. 15, 2009.

For more information, contact Ron Widmyer at 304-725-4326.

The Arts and Humanities Alliance of Jefferson County, W.V., requests proposals from groups and individuals in Jefferson County for grants to fund projects in the arts or humanities that are intended to preserve or enhance the county's cultural heritage. Proposals must be mailed and postmarked by Nov. 15. Applications and guidelines for submissions can be found on the AHA website at <http://www.ahajc.org/CommunityGrant.htm>.

Applicants are urged to contact AHA Community Grants Committee chairman Ron Widmyer at 304-725-4326 prior to submission of a grant application for further guidance.

After applications are reviewed by a panel, the awards are made by the AHA Board of Directors.

Applicants must be residents of or operate from facilities within Jefferson County and meet all other criteria of the guidelines. Projects must demonstrate positive community impact and practicality for completion.

AHA's Community Grants have upper financing limits of \$2,000 for organizations and \$800 for individuals. Projects may be funded at lower levels.

AHA requests proposals for Community Grants three times a year. The next deadline for proposals is Feb. 15. Applicants may request more than one grant award per year, but first priority will be given to organizations and individuals seeking their first award in any one year.

The mission of AHA, a volunteer, non-profit organization, is to preserve the rich history and culture of Jefferson County and to encourage creative opportunity for all its citizens.

XXX



News for release Oct. 15, 2009.

For more information, contact Ron Widmyer at 304-725-4326.

The Arts and Humanities Alliance of Jefferson County, W.V., requests proposals from groups and individuals in Jefferson County for grants to fund projects in the arts or humanities that are intended to preserve or enhance the county's cultural heritage. Proposals must be mailed and postmarked by Nov. 15. Applications and guidelines for submissions can be found on the AHA website at <http://www.ahajc.org/CommunityGrant.htm>.

Applicants are urged to contact AHA Community Grants Committee chairman Ron Widmyer at 304-725-4326 prior to submission of a grant application for further guidance.

After applications are reviewed by a panel, the awards are made by the AHA Board of Directors.

Applicants must be residents of or operate from facilities within Jefferson County and meet all other criteria of the guidelines. Projects must demonstrate positive community impact and practicality for completion.

AHA's Community Grants have upper financing limits of \$2,000 for organizations and \$800 for individuals. Projects may be funded at lower levels.

AHA requests proposals for Community Grants three times a year. The next deadline for proposals is Feb. 15. Applicants may request more than one grant award per year, but first priority will be given to organizations and individuals seeking their first award in any one year.

The mission of AHA, a volunteer, non-profit organization, is to preserve the rich history and culture of Jefferson County and to encourage creative opportunity for all its citizens.

XXX



News for release Oct. 15, 2009.

For more information, contact Ron Widmyer at 304-725-4326.

The Arts and Humanities Alliance of Jefferson County, W.V., requests proposals from groups and individuals in Jefferson County for grants to fund projects in the arts or humanities that are intended to preserve or enhance the county's cultural heritage. Proposals must be mailed and postmarked by Nov. 15. Applications and guidelines for submissions can be found on the AHA website at <http://www.ahajc.org/CommunityGrant.htm>.

Applicants are urged to contact AHA Community Grants Committee chairman Ron Widmyer at 304-725-4326 prior to submission of a grant application for further guidance.

After applications are reviewed by a panel, the awards are made by the AHA Board of Directors.

Applicants must be residents of or operate from facilities within Jefferson County and meet all other criteria of the guidelines. Projects must demonstrate positive community impact and practicality for completion.

AHA's Community Grants have upper financing limits of \$2,000 for organizations and \$800 for individuals. Projects may be funded at lower levels.

AHA requests proposals for Community Grants three times a year. The next deadline for proposals is Feb. 15. Applicants may request more than one grant award per year, but first priority will be given to organizations and individuals seeking their first award in any one year.

The mission of AHA, a volunteer, non-profit organization, is to preserve the rich history and culture of Jefferson County and to encourage creative opportunity for all its citizens.

XXX



News for release Oct. 15, 2009.

For more information, contact Ron Widmyer at 304-725-4326.

The Arts and Humanities Alliance of Jefferson County, W.V., requests proposals from groups and individuals in Jefferson County for grants to fund projects in the arts or humanities that are intended to preserve or enhance the county's cultural heritage. Proposals must be mailed and postmarked by Nov. 15. Applications and guidelines for submissions can be found on the AHA website at <http://www.ahajc.org/CommunityGrant.htm>.

Applicants are urged to contact AHA Community Grants Committee chairman Ron Widmyer at 304-725-4326 prior to submission of a grant application for further guidance.

After applications are reviewed by a panel, the awards are made by the AHA Board of Directors.

Applicants must be residents of or operate from facilities within Jefferson County and meet all other criteria of the guidelines. Projects must demonstrate positive community impact and practicality for completion.

AHA's Community Grants have upper financing limits of \$2,000 for organizations and \$800 for individuals. Projects may be funded at lower levels.

AHA requests proposals for Community Grants three times a year. The next deadline for proposals is Feb. 15. Applicants may request more than one grant award per year, but first priority will be given to organizations and individuals seeking their first award in any one year.

The mission of AHA, a volunteer, non-profit organization, is to preserve the rich history and culture of Jefferson County and to encourage creative opportunity for all its citizens.

XXX

RECEIVED #37

OCT 21 2009



Jefferson County Commission

News for release Oct. 16, 2009. For more information, contact Nan Broadhurst at 304-876-1083.

AHA Sponsors Nan Broadhurst Art Exhibit in Charles Town

The Arts and Humanities Alliance of Jefferson County is sponsoring an exhibit of paintings by Shepherdstown artist Nan Broadhurst entitled "Compassion" now at the Fire Hall Gallery in the Charles Town Visitors Center at 108 N. George Street in Charles Town, W.V. The exhibit is open daily from 10 a.m. to 2 p.m. through November.

There will be a reception at the gallery from 2-4 p.m. Nov. 1.

The exhibit includes Broadhurst's paintings of survivors of Hurricane Katrina in New Orleans. "Each painting focuses on the interaction between two people and depicts an emotional response to calamity, including despair, anger, fear, exhaustion and desperation, and the human supportive response, which results in deep connection," Broadhurst said.

The mission of AHA, a volunteer, non-profit organization, is to preserve the rich history and culture of Jefferson County and to encourage creative opportunity for all its citizens.

XXX



News for release Oct. 16, 2009. For more information, contact Nan Broadhurst at 304-876-1083.

AHA Sponsors Nan Broadhurst Art Exhibit in Charles Town

The Arts and Humanities Alliance of Jefferson County is sponsoring an exhibit of paintings by Shepherdstown artist Nan Broadhurst entitled “Compassion” now at the Fire Hall Gallery in the Charles Town Visitors Center at 108 N. George Street in Charles Town, W.V. The exhibit is open daily from 10 a.m. to 2 p.m. through November.

There will be a reception at the gallery from 2-4 p.m. Nov. 1.

The exhibit includes Broadhurst’s paintings of survivors of Hurricane Katrina in New Orleans. “Each painting focuses on the interaction between two people and depicts an emotional response to calamity, including despair, anger, fear, exhaustion and desperation, and the human supportive response, which results in deep connection,” Broadhurst said.

The mission of AHA, a volunteer, non-profit organization, is to preserve the rich history and culture of Jefferson County and to encourage creative opportunity for all its citizens.

XXX



News for release Oct. 16, 2009. For more information, contact Nan Broadhurst at 304-876-1083.

AHA Sponsors Nan Broadhurst Art Exhibit in Charles Town

The Arts and Humanities Alliance of Jefferson County is sponsoring an exhibit of paintings by Shepherdstown artist Nan Broadhurst entitled “Compassion” now at the Fire Hall Gallery in the Charles Town Visitors Center at 108 N. George Street in Charles Town, W.V. The exhibit is open daily from 10 a.m. to 2 p.m. through November.

There will be a reception at the gallery from 2-4 p.m. Nov. 1.

The exhibit includes Broadhurst’s paintings of survivors of Hurricane Katrina in New Orleans. “Each painting focuses on the interaction between two people and depicts an emotional response to calamity, including despair, anger, fear, exhaustion and desperation, and the human supportive response, which results in deep connection,” Broadhurst said.

The mission of AHA, a volunteer, non-profit organization, is to preserve the rich history and culture of Jefferson County and to encourage creative opportunity for all its citizens.



News for release Oct. 16, 2009. For more information, contact Nan Broadhurst at 304-876-1083.

AHA Sponsors Nan Broadhurst Art Exhibit in Charles Town

The Arts and Humanities Alliance of Jefferson County is sponsoring an exhibit of paintings by Shepherdstown artist Nan Broadhurst entitled “Compassion” now at the Fire Hall Gallery in the Charles Town Visitors Center at 108 N. George Street in Charles Town, W.V. The exhibit is open daily from 10 a.m. to 2 p.m. through November.

There will be a reception at the gallery from 2-4 p.m. Nov. 1.

The exhibit includes Broadhurst’s paintings of survivors of Hurricane Katrina in New Orleans. “Each painting focuses on the interaction between two people and depicts an emotional response to calamity, including despair, anger, fear, exhaustion and desperation, and the human supportive response, which results in deep connection,” Broadhurst said.

The mission of AHA, a volunteer, non-profit organization, is to preserve the rich history and culture of Jefferson County and to encourage creative opportunity for all its citizens.

XXX



News for release Oct. 16, 2009. For more information, contact Nan Broadhurst at 304-876-1083.

AHA Sponsors Nan Broadhurst Art Exhibit in Charles Town

The Arts and Humanities Alliance of Jefferson County is sponsoring an exhibit of paintings by Shepherdstown artist Nan Broadhurst entitled “Compassion” now at the Fire Hall Gallery in the Charles Town Visitors Center at 108 N. George Street in Charles Town, W.V. The exhibit is open daily from 10 a.m. to 2 p.m. through November.

There will be a reception at the gallery from 2-4 p.m. Nov. 1.

The exhibit includes Broadhurst’s paintings of survivors of Hurricane Katrina in New Orleans. “Each painting focuses on the interaction between two people and depicts an emotional response to calamity, including despair, anger, fear, exhaustion and desperation, and the human supportive response, which results in deep connection,” Broadhurst said.

The mission of AHA, a volunteer, non-profit organization, is to preserve the rich history and culture of Jefferson County and to encourage creative opportunity for all its citizens.

XXX

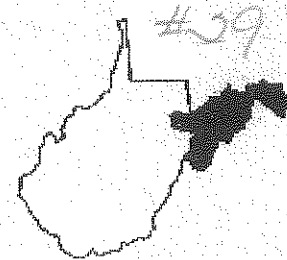
Notice of Scoping Information Meeting

The United States Fish and Wildlife Service ("Service") is pleased to announce its plan to prepare an Environmental Assessment (EA) for land management actions at the National Conservation Training Center (NCTC). The EA will present various management strategies to control invasive plant species, promote the growth of native plants, and control other pests. The Service is proposing various methods (such as manual, mechanical, biological, cultural, chemical and prescribed fire) to achieve management objectives. The Scoping Document describing the assessment can be viewed at <http://nctc.fws.gov/ea>. The Service would like to invite all who are interested in the management proposals for the NCTC and the environmental analysis process to attend an information meeting on Thursday, October 29, 2009, from 6:30 to 8:00 pm.

Meeting Location: Byrd Auditorium
National Conservation Training Center
698 Conservation Way
Shepherdstown, WV 25443

To be most useful to the environmental analysis process, please submit your comments at the meeting or by mail/email as indicated in the Scoping Document by November 13, 2009.

Eastern WV Rural Health Education Consortium



A consortium of the WV Rural Health Education Partnerships (www.wvrhepahec.org)

Volume 14

Issue 3

July, August, & September 2009

Students Participate in SOLE On-line IDS

The WVRHEP program is using the SOLE platform to allow students statewide to participate in on-line interdisciplinary sessions. These sessions are self-paced and allow the students to review the case and post their discussions from their computer. The cases run on a month basis.

The SOLE on-line interdisciplinary session can be completed anytime of the day. This allows students less time away from their clinical rotation as well as eases travel for sites not based near consortium offices. The consortium has several training sites that are 45 minutes to 1 hour away from the Petersburg office.

The on-line SOLE is also used at sites where there are not at least two disciplines present which is the requirement to have an interdisciplinary session.

In July, Jill Cochran, FNP, at the Southeastern Education Consortium presented an obesity case study called "CARDIAC Bootcamp." Consortium students participating were Ziad Katrib, Derrel Walker, and Jacob Conjeski.

In September, Rosemarie C. Lorenzetti, MD, preceptor and field professor for the consortium, presented a case on "Evaluating Falls in the Elderly." Consortium students participating were Ana Lewis, Sree Katragadda, Drew Logan, and Rebekah Strite.

Jonathan Kline, PharmD, at Harpers Ferry Family Medicine Center and preceptor and field professor for the consortium is also a SOLE presenter. He presented a case on "Uninsured and Underinsured in West Virginia" in February 2009 and will present again in November 2009.

WVRHEP is looking for additional faculty to facilitate an interdisciplinary session on SOLE. For more information on this, please contact April Vestal at avestal@hsc.wvu.edu.

WV CARDIAC Program Underway

The WV Coronary Artery Risk Detection in Appalachian Communities (CARDIAC) Project began its 12th year this Fall. The program has been providing preventative health measurements and screenings for height, weight, blood pressure, Acanthosis Nigricans, and cholesterol in schools in West Virginia. The program partners with the WV Rural Health Education Partnerships (WVRHEP) to administer the program to 2nd and 5th grade students whose parents have consented for them to participate. Only 5th grade students and their parents participate in the cholesterol testing.

Health science students with the WVRHEP program provide presentations for 5th grade students to encourage their participation and explain the importance of a healthy lifestyle and regular health screenings.

The WV CARDIAC Project is a chronic disease surveillance and intervention initiative designed to combat the unacceptably high prevalence of health disease and diabetes in West Virginia. It is under the direction of Dr. William Neal, Pediatric Cardiologist at West Virginia University. For more information on the project, please visit the website at www.cardiacwv.org.

Upcoming Events

- | | |
|-----------|--|
| 10/20 | Consortium Annual & Board of Directors Meeting, Romney |
| 10/21 | WVRHEP/AHEC Awards Dinner, Glade Springs |
| 10/21-23 | WV Rural Health Conference, Glade Springs |
| 11/9 & 10 | WVRHEP Advisory Panel, Joint RHEP/AHEC & Committee Meetings, Flatwoods |
| 12/15 | Consortium Board of Directors Meeting, Romney |

RHEP Students Educated Seniors on Health Topics

RHEP students provided the following valuable health education services to senior citizens in the nine county consortium.

Berkeley County Committee on Aging - Carmina Domingo, WV School of Osteopathic Medicine student, discussed sodium and nutrition at the Berkeley Senior Services Center.

Grant County Committee on Aging - Robert Davis, University of Charleston pharmacy student, discussed germ and flu prevention at the Grant County Senior Center.

Hampshire County Committee on Aging - Michael Bidinger, WV School of Osteopathic Medicine student, discussed hypertension. Rebekah Strite, WVU nursing student, discussed fall prevention and osteoporosis.

Hardy County Committee on Aging - Matthew Mooney and Justin McCalvin, Mountain State University physician assistant students, discussed teens and prescription drug abuse and diabetes education. Glenda Adamson and Kyrstal Arose, WVU physical therapy students, discussed arthritis. Ziad Katrib, WVU medical student, discussed blood pressure.

Tucker County Senior Center - Alice Hensley, Marshall University medical student, discussed arthritis and Jacob Conjeski, WVU medical student, discussed healthy eating at the Mountain Top Senior Center in Thomas. Alice also discussed cancer awareness at the Parsons Senior Center.

Pendleton Senior and Family Services - Devon Somerville, Mountain State University physician assistant student, provided information on risk and falls at the Franklin and North Fork Senior Centers. Melody Waggy, WVU pharmacy student, discussed medication use at the Franklin and North Fork Senior Centers. Loren Goodall, Alderson-Broadus physician assistant student, discussed emergency preparedness at the Franklin and North Fork Senior Centers.

Mineral County Aging and Family Services - Derrel Walker, WVU medical student, discussed blood pressure and Drew Logan, WV School of Osteopathic Medicine student, discussed fall prevention at the Keyser Senior Center. Sree Katragadda, WVU medical student, discussed fall prevention at Frankfort District Senior Center. Ana Lewis, Alderson-Broadus physician assistant student, discussed fall prevention at the Piedmont Complex.

Jefferson County Council on Aging - Kristen Qumsieh and Kristin Grimm, Shenandoah University physician assistant students, and Jan McNeil, WVU medical student, presented at the Jefferson County Senior Center in Ranson. Kristen discussed cataracts, Kristin discussed sun safety, and Jan discussed healthy nutrition.

Senior Life Services of Morgan County - Jessica Abbott, WV School of Osteopathic Medicine student, and Kristin Grimm discussed portion control and nutrition, Holly Evans, WVU pharmacy student, and Jason Meador, Mountain State University physician assistant student, discussed processed foods, and Brittany McCarty, Shenandoah University physician assistant student, discussed sodium.

Consortium Partners with WVGEC

The consortium is partnering with the WV Geriatric Education Center to build a stable and competent workforce for the provision of geriatric healthcare and increase the geriatrics competence of health care professions faculty, medical residents, and students. This includes providing a geriatric faculty development program as well as student/resident participation in geriatric rotations, service learning projects, and interdisciplinary sessions. The consortium will also support a faculty/preceptor to attend the Advanced Geriatrics Educators Skills (AGES) certification. This will be held March 26-28, 2010 in Clarksburg. Any faculty interested in attending this should contact the consortium.

Newsletter Publication

To submit an article, contact Malinda Turner at 304-257-5812 or mturner@marshall.edu. We reserve the right to edit all articles.

#30

TO: ALL COMMISSIONERS &
COUNTY CLERKS

HEALTH CARE

Add cities, counties to liability problems

By Phil Kabler
Staff writer

Along with state government and county boards of education, West Virginia cities and counties face financial disaster as massive unfunded liabilities loom for future retiree health-care costs, legislators were told Wednesday.

"We're in trouble here," Lisa Dooley of the state Municipal League told a legislative interim committee. "We have no direction, no clear answers. We can't withstand these shockingly high contribution amounts."

While cities and counties across the state — and across the nation — are booking, but not putting funds aside for the future liabilities, the amounts they are recording as debt are staggering, she said.

If West Virginia cities were to put aside funds to pay their future retiree health benefits, they would have to set aside an average of 16 percent of their annual budgets, Dooley said — or roughly what they spend to operate their police departments.

Without the retiree liability, she said, "We could double the size of our police departments. We could almost afford to give free water and sewer to everyone in our cities."

Patti Hamilton, with the state Association of Counties, noted that for most localities, the huge liability was forced upon them through state law.

"It is a state-imposed liability," she said.

Until the law was changed

BENEFITS

FROM PAGE 1A

in 2008, cities and counties that provided employee pensions through the state Public Employees Retirement System were required to allow retirees to opt into state Public Employees Insurance Agency coverage, even if their employee health insurance had been through another provider.

Hamilton said the Legislature must work with the governor's office and with localities to come up with a way to pay down \$7.8 billion in unfunded liabilities.

"We're all in this together," she said. "No one's to blame, because no one could foresee the runaway medical inflation

and you add to that, the upcoming retirement of the huge Baby Boomer generation."

Representatives of some localities argued that they are carrying an unfair share of the burden for retiree benefits, even though they have comparatively young workforces and comparatively small percentages of retirees.

However, PEIA Director Ted Cheatham said the state has to calculate the unfunded liability on a statewide basis, and cannot assess liability for individual government entities.

"We are a multiple employer trust," he said. "All the assumptions are done for all."

Reach Phil Kabler at
philk@wvgazette.com
or 304-348-1220.

Cars
 ▲ Continued from 1A
 In some cases vehicle use must be reported as a benefit to IRS

is apparently the Division of Highways. Alfred said that in 2008 the state spent \$24 million on gaso-line alone. He uses that figure to estimate that various state agencies spend \$50 million to \$60 million a year to maintain all the state's vehicles.

public vehicles. Under federal income tax code, vehicle use is considered a fringe benefit and is a taxable part of an employ-ee's income. Auditors found 90 instances where the state should have re-ported some fringe benefits but several of those 90 employees were the top officials in their agency, like Ferdue and Douglas. Ferdue's office said the treas-urer accepted the findings and would comply with recommend-ations. It is not clear even to au-ditors the scope of the problem. Alfred said nothing in state law prevents the state from giv-ing a person a car just to com-plete a public policy question. In any event, the state is required to report such a benefit as income. Also, because the state in-sures the cars, it could be re-sponsible for up to \$1 million at the time to travel 12,800 miles. used a state car 82 percent of the time to travel 12,800 miles. The auditors rejected that claim. They said after a review of state code they concluded.

carrying a firearm, he might be able to have a car tax-free. The second major finding is state vehicles for personal use and training who used their cars for personal use the vast majority of the time. It is not clear even to au-ditors the scope of the problem. Alfred said nothing in state law prevents the state from giv-ing a person a car just to com-plete a public policy question. In any event, the state is required to report such a benefit as income. Also, because the state in-sures the cars, it could be re-sponsible for up to \$1 million at the time to travel 12,800 miles. used a state car 82 percent of the time to travel 12,800 miles. The auditors rejected that claim. They said after a review of state code they concluded.

State cars not well tracked

Report finds that W.Va. doesn't know how many vehicles it owns; is not filing tax forms properly

By RV RYAN AND DAVID MALT CARROLL REPORTER

West Virginia agencies do not maintain control or supervise their employees' use of state vehicles, auditors announced Wednesday.

In a 40-page report, the legislative auditor's office said some state employees are using their cars primarily for personal use.

The auditors also told a legislative subcommittee that West Virginia agencies are failing to report vehicle use as taxable in-come for at least 90 employees, including Agriculture Commis-sioner Cary Douglas and state Treasurer John Perdue.

Auditors also say the state government doesn't even know how many cars it owns. No single agency oversees all the state vehicle operations.

The Division of Motor Vehi-cles has incomplete records on vehicles with state plates, the auditors found.

How can the state approxi-mately manage its fleet of auto-mobiles and trucks if it doesn't know how many automobiles and trucks it has? said Aaron Alfred, the legislative auditor.

But the state's fleet is appar-ently massive — hundreds, probably thousands of state ve-hicles that cost tens of millions of dollars each year to buy, maintain and fuel.

The state Department of Ad-ministration, for instance, owns about 1,700 vehicles, but the largest vehicle-owning agency

Turn to CARS/9A

#32

USD

CITIZENS CHKREOTAX 2021823 001 CHECK DATE: 10/14/2009 CHECK NO: 56210932

INVOICE NO.	DATE	GROSS AMOUNT	DISCOUNT AMOUNT	NET AMOUNT
46913 004-WVE911JEFF	10/13/2009	52,284.16	.00	52,284.16
		52,284.16	.00	52,284.16

RECEIVED

OCT 19 2009

Jefferson County Commission

841006501 ©2004 Moore Wallace. All rights reserved. SecureScan® - Patents 5,018,767 ; 5,193,853 ; 5,707,093. - 0207

QUESTIONS? PLEASE CALL 1-800-209-9963.

REMOVE DOCUMENT ALONG THIS PERFORATION

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

CITIZENS communications
Citizens Communications Company
3 High Ridge Park
Stamford, CT 06905

HSBC BANK USA
ONE HSBC CENTER
BUFFALO, NEW YORK 14203

50-662
-213-
DATE: 10/14/2009

56210932
NET AMOUNT

*** VOID AFTER 1 YEAR ***

\$ 52,284.16

DOLLAR FIVE TWO COMMA TWO EIGHT FOUR PERIOD ONE SIX

PAY Fifty-Two Thousand Two Hundred Eighty-Four and 16/100 Dollars

PAY TO JEFFERSON COUNTY COMMISSION
PO BOX 250
CHARLESTOWN, WV 25414

C1080465

⑈56210932⑈ ⑆021306822⑆ 797⑈02973⑈7⑈

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

CITIZENS communications
180 SOUTH CLINTON AVENUE
ROCHESTER, NY 14646-0300

FIRST-CLASS MAIL
U.S. POSTAGE
PAID
ROCHESTER, NY
Permit No. 1006

JEFFERSON COUNTY COMMISSION
PO BOX 250
CHARLESTOWN WV 25414


Telecommunications Company
CTC of West Virginia
3 High Ridge Park
Stamford, CT 06905

County of Jefferson E-911, WV

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

FEIN No: 06-1449041
Report Month: Sep-09

A. Gross Line Count	18,007.00
B. Less Adjustments	0.00
C. Net Line Count	18,007.00
D. Line Rate	2.90
E. Surcharge Billed	52,220.30
F. Centrex Line Count	2,318.48
G. Centrex Line Rate	0.725
H. Surcharge Billed	1,680.90
I. Administrative Fee Rate	0.03
J. Administrative Fee Taken	1,617.04
K. Net Surcharge Remitted	52,284.16

Signature: 
Name: Joe Merabito
Title: Tax Accountant
Phone: 203-614-5105

Date: 10/13/2009

WEST VIRGINIA LOTTERY

First Benchmark

Charles Town

County / City Split

Fiscal Year 2009

#33

Charles Town
 1999 Net Terminal Revenue \$ 45,603,174
 Benchmark Goal @ 2% \$ 912,083.48

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 12.42%	CHARLES TOWN 34.56%	HARPERS FERRY 3.65%	RANSON 35.08%	SHEPHERDS TOWN 14.29%
4 days ending: 7/1/09- 7/4/09	\$ 128,262.42	\$ 128,262.42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending:								
07/11/09	\$ 168,815.08	\$ 168,815.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/18/09	\$ 160,652.98	\$ 160,652.98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/25/09	\$ 158,868.08	\$ 158,868.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/01/09	\$ 174,493.08	\$ 174,493.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/08/09	\$ 155,846.74	\$ 138,408.80	\$ 17,437.94	\$ 2,165.79	\$ 6,026.55	\$ 636.48	\$ 6,117.24	\$ 2,491.66
08/15/09	\$ 162,444.28	\$ 81,222.14	\$ 81,222.14	\$ 10,087.79	\$ 28,070.37	\$ 2,964.61	\$ 28,492.73	\$ 11,606.64
08/22/09	\$ 152,520.62	\$ 76,260.31	\$ 76,260.31	\$ 9,471.53	\$ 26,355.58	\$ 2,783.50	\$ 28,752.12	\$ 10,897.60
08/29/09	\$ 160,845.84	\$ 80,472.92	\$ 80,472.92	\$ 9,894.74	\$ 27,811.44	\$ 2,937.26	\$ 29,229.90	\$ 11,499.58
09/05/09	\$ 161,596.30	\$ 80,798.15	\$ 80,798.15	\$ 10,035.13	\$ 27,923.84	\$ 2,949.13	\$ 28,343.99	\$ 11,540.06
09/12/09	\$ 172,573.84	\$ 86,286.92	\$ 86,286.92	\$ 10,716.84	\$ 28,820.78	\$ 3,149.47	\$ 30,269.45	\$ 12,330.40
09/19/09	\$ 140,020.30	\$ 70,010.15	\$ 70,010.15	\$ 8,695.26	\$ 24,195.51	\$ 2,555.37	\$ 24,559.56	\$ 10,004.45
09/26/09	\$ 138,633.74	\$ 69,316.87	\$ 69,316.87	\$ 8,608.16	\$ 23,955.91	\$ 2,530.07	\$ 24,316.35	\$ 9,905.38
10/03/09	\$ 144,572.08	\$ 72,286.04	\$ 72,286.04	\$ 8,977.93	\$ 24,982.06	\$ 2,638.44	\$ 25,957.93	\$ 10,328.68
10/10/09	\$ 139,301.28	\$ 69,650.63	\$ 69,650.63	\$ 8,650.61	\$ 24,071.25	\$ 2,542.25	\$ 24,433.44	\$ 9,953.08
10/17/09	\$ 147,120.42	\$ 73,580.21	\$ 73,580.21	\$ 9,136.18	\$ 25,422.41	\$ 2,684.95	\$ 25,804.92	\$ 10,511.75
Subtotal	\$ 2,466,688.08	\$ 1,689,385.78	\$ 777,302.28	\$ 96,640.96	\$ 268,635.86	\$ 28,371.53	\$ 272,677.83	\$ 111,078.50

Benchmark Goal @ 2% \$ 912,083.48

Remainder until 1% / 1% Split \$ -

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

Week Ending Date	Week Ending October 17, 2009 FY10 October 23, 2009
To be Deposited on:	
Amount Played	77,877,076.79
Amount Won	69,638,358.32
Amount Promo	333,289.00
MWAP Contribution	<u>43,729.03</u>
Adjusted Gross Terminal Revenue	<u>7,682,521.44</u>
Administrative Costs @ 4%	306,500.86
Excess Lottery Fund @ 4%	<u>0.00</u>
Net Terminal Revenue	<u>7,356,020.58</u>
Surcharge @ 10%	0.00
State Share Excess @ 58%	0.00
Track Share of Capital Reinvestment @ 42%	0.00
Track Share of Capital Reinvestment @ 42% - 88%	\$ -
Track Share of Capital Reinvestment @ 42% - 4%	\$ -
Adjusted Net Terminal Revenue	<u>7,356,020.58</u>
Racetrack @ 46.50% / 42%	3,420,549.57
Lottery Fund @ 30% / 0%	2,206,806.16
Excess Lottery Fund @ 0% / 41%	0.00
Race Track Purses @ 7% / 14% / 8%	1,029,842.88
Workers' Compensation Debt Reduction @ 7%	0.00
Employee Pension Fund @ 1% / .5%	73,560.21
Greyhound Development @ .75%	55,170.15
Thoroughbred Development @ .75%	55,170.15
Racing Commission @ 1%	73,560.21
<hr/>	
County/Municipality @ 2%	147,120.42
3% Funds:	
<hr/>	
Tourism Promotion Fund @ 1.375%	101,145.29
Development Office Promotion Fund @ .375%	27,585.08
Research Challenge Fund @ .5%	36,790.10
Capitol Renovation and Improvement Fund @ .6875%	50,572.64
2004 Capitol Complex Parking Garage Fund @ .0625%	4,597.51
1% Funds:	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	36,780.10
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>38,780.10</u>
	<u>7,356,020.58</u>