

**AGENDA**  
**JEFFERSON COUNTY COMMISSION**  
**THURSDAY, MAY 6, 2010**  
**9:30 A.M.**

Old Charles Town Library Meeting Room  
200 E. Washington Street, Charles Town, WV

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

**APPROVAL OF PURCHASE ORDERS**

**APPROVAL OF ACCOUNTS PAYABLE**

**PUBLIC COMMENT**

**COUNTY ADMINISTRATOR REPORTS**

**COUNTY COMMISSION REPORTS**

**PRESENTATIONS:**

1. 10:00 a.m. Legal Update and Report - (Stephanie Grove)
2. 10:15 a.m. Jennifer S. Maghan - County Clerk's Report  
- Set Time for Canvass on May 14, 2010

**NEW BUSINESS:**

3. Legislative Issues
4. Request for Use of County Meeting Room for Casting for the Heritage Days Play - May 5, 2010 - Discussion/Action
5. HOME Consortium Council Appointments - Discussion/Action
6. Approval of Resolutions to Enter into Contractual Agreement for the Administration of Grant Funds - Community Participation Grant Program
  - Animal Welfare Society - Spay/Neuter Program
  - Freedom's Run Event for Health and Heritage

7. Approval of Resolutions, Letters of Agreement and Grant Contract - Community Participation Grant Program
  - Star Lodge/Locke House
  - Jefferson County Black History Preservation Society - Webb-Blessing House
  
8. 10:30 a.m. Mark Shields - Jefferson County Board of Health/Water Advisory Committee - Proposed Septic Tank Pumping and Drain Field Inspection Every 5 Years: *Requirement by year 2015 that all owners of an on-site treatment system have the septic tank be pumped out or inspected at least every 5 years and drain field inspections are required to be completed by a County Sanitarian every 5 years* - Discussion/Action
  
9. 10:45 a.m. Roger Goodwin - Proposed Property Safety Ordinance Amendments: Section 3.1 Meetings - *The members of the Enforcement Agency shall meet, at a minimum on a quarterly basis in public session; and may schedule additional monthly meetings, as deemed necessary by the Enforcement Agency, in accordance with the by-laws*  
*ARTICLE 7 Existing Ordinances - This ordinance supercedes all previously adopted property safety ordinances and amendments* - Discussion/Action
  
11. 11:00 p.m. Roger Goodwin - Property Safety Ordinance Compliance Power Point Presentation

**CORRESPONDENCE:**

News release received from the Arts & Humanities Alliance concerning community grant proposals.

Information received from the County Commissioners' Association concerning HB 4177.

Interim Committee Assignments received from the County Commissioners' Association.

Franchise fee received from Comcast.

E-911 fees received.

Ethics Reporter received fro April 2010.

Weekly settlement report for the Charles Town Races and Slot received from the West Virginia Lottery.

**ELECTION ANNOUNCEMENTS:**

April 21 - May 8: Early Voting in Person (3-3-1 3-3-3)

April 26 - May 10: Last Minute Independent Expenditures Reported (3-8-2)

May 1 - Early Voting in Person conducted (3-3-3)

May 3 - Public Notice of Inspection of AutoMark and Ballots for Election Day (3-4A-13)

May 4 - Public Test Automatic Tabulation Equipment for Election Day (3-4A-26 59-3-1 et. seq.)

May 4 - Notification of Ballots and AutoMark readiness for Election Day (3-4A-13)

May 4 - 10 - Publish Official List of Candidates (optional) or Sample Ballot for Election Day (3-5-10 59-3-1 et. seq.)

May 4 - 10 - Instructional Program Make-up Session (3-1-46 3-4-13 3-4A-14)

May 4 - 11 - Request Emergency Medical Absentee Ballot (Until Noon on Election Day) (3-3-1 3-3-5c(d))

May 5 - Deadline For Absentee by Mail Application (3-3-5)

May 6 - Public Inspection of Vote Recording Devices and Ballots AutoMark for Election Day (3-4A-13)

May 8 Deadline - Last day for Early Voting In Person (3-3-3)

May 10 Deadline - Deadline for Accepting Hand-Delivered Absentee Ballot (3-3-5)

May 10 Deadline - Election Commissioners Receive Election Supplies (3-1-24 3-4-12 3-4A-13 3-5-14)

May 10 - Failure To Pick Up Supplies, Delivery By Special Messenger (3-1-25 3-4-12a 3-4-13a)

May 11 - **PRIMARY ELECTION DAY** Polls open 6:30 a.m. to 7:30 p.m. (3-1-31 3-5-1)

May 11 - Post Precinct Returns (3-5-15)

May 12 - Absentee Ballots without Postmark Accepted (3-3-5)

May 13 Deadline - Mail Precinct Returns to Secretary of State (3-5-15)

May 14 - Absentee Ballots Postmarked by Election Day Accepted (Before Canvass Convenes) (3-3-5 3-5-17)

May 14 - Canvass of Election Returns (3-5-17 3-6-9 3-6-10)

## **ANNOUNCEMENTS:**

Invitation received to attend an event to recognize the 198<sup>th</sup> birthday of Martin DeLany at Fishermen's Hall on May 6, 2010 beginning at 7:00 p.m.

County offices will be closed on Tuesday, May 11, 2010 for Primary Election Day.

Reminder that the Canvass for the Primary Election will be held on Friday, May 14, 2010.

Invitation received from ABC-Barr Construction Institute to attend "Partners in Education Appreciation Day" on Monday, May 24, at 11:30 a.m. in Hagerstown.

Notice received of the 2010 Legislative Regional Wrap-Ups.

## **RECESS**

*At all times the County Commission reserves the right to rearrange agenda times because of time constraints and to accommodate the Commission schedule or the public.*

# Minutes

## Jefferson County Commission

Thursday, April 29, 2010

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A meeting of the Jefferson County Commission was held on Thursday, April 29, 2010 at the Old Charles Town Library meeting room located at 200 E. Washington Street, Charles Town, WV 25414. The meeting was attended by Lyn Widmyer, President, and Commissioners: Dale Manuel, Frances Morgan, Jim Surkamp, Tim Boyde, County Administrator arrived late, Sandy Slusher McDonald, Deputy County Administrator, Debbie Stellato and Nichelle Hosby. Commissioner Patsy Noland was absent.

The Meeting was called to order at 9:35 a. m. by Commissioner Widmyer.

1. PLEDGE OF ALLEGIANCE
2. MOTION BY MS. MORGAN to approve the Minutes of the Special Session held Tuesday, April 20, 2010 at the Old Charles Town Library meeting room. Motion seconded by Mr. Manuel and unanimously approved.
3. MOTION BY MR. MANUEL to approve the Minutes of the Regular Session held on Thursday, April 22, 2010 at the Old Charles Town Library meeting room as amended. Motion seconded by Ms. Widmyer and unanimously approved. Ms. Morgan abstained.
4. MOTION BY MR. MANUEL to approve Purchase Orders in the amount of \$36,570.03 for purchase numbers: 47908, 47932, 48133, 48630, 48360, 48362, 47781, 48218, 48220, 48223, 48353, 48354, 48355, 48363, 47375, 48352, 48357. Motion seconded by Ms. Morgan and unanimously approved.
5. MOTION BY MR. MANUEL to approve the accounts payable in the amount of \$592,336.26 Motion seconded by Ms. Morgan and unanimously approved.
6. NO PUBLIC COMMENT was received.
7. MOTION BY MS. MORGAN to approve exoneration due to Civil Action No. 09-C-116 as presented by Angela Banks, Assessor. Motion seconded by Mr. Manuel and unanimously approved.

Name	District	Type	Ticket #'s	Amount
AG/IRG WPM Ranson, LLC	Ranson	Real Estate	23678, 23679, 23680, 23681, 23682, 23683	\$300.45, \$167.90, \$11,792.08, \$669.07, \$597.12; \$260.06 half year

8. SANDY SLUSHER MCDONALD, Deputy County Administrator reported on the West Virginia Physical Activity Symposium.

**Tim Boyde arrived at 9:45 a. m.**

9. MR. MANUEL REPORTED on the Jefferson County Council on Aging meeting he attended.  
Mr. Manuel reported on the Home Consortium meeting he attended.  
Mr. Manuel reported on the Roundtable meeting he attended.

Mr. Manuel reported on the reappointments to the Eastern Panhandle HOME Consortium. The Commission tabled this topic until Thursday, May 6, 2010.

10. MS. MORGAN REPORTED on the Planning Commission subcommittee meeting she attended.  
Ms. Morgan reported on the Farmland Protection Board meeting she attended.

11. MR. SURKAMP REPORTED on the Roundtable meeting he attended.  
Mr. Surkamp reported on the invitation to Fisherman's Hall to recognize Martin DeLaney's 198<sup>th</sup> birthday.

12. MS. WIDMYER REPORTED on the American Jazz Band and Silent Auction she attended.  
MS. WIDMYER REPORTED on the Hagerstown Eastern Panhandle Metropolitan Organization meeting she attended.  
Ms. Widmyer reported on the Roundtable discussion meeting she attended.

13. TIM BOYDE REPORTED that the Commission needs to have an Executive Session with Greg Bailey, Esq.

Motion by Ms. Morgan to enter into Executive Session at 10:04 a. m. with Mr. Bailey to discuss pending litigation. Motion seconded by Mr. Manuel and unanimously approved.

Motion by Ms. Morgan to return to regular session at 10:40 a. m. Motion seconded by Mr. Manuel and unanimously approved.

Motion by Ms. Morgan to authorize Counsel Greg Bailey in the matter of current pending litigation between the County Commission and the County Clerk to provide to the Court an offer of judgment in the amount of \$48,880. Motion seconded by Mr. Manuel and unanimously approved.

14. MARK SCHIAVONNE REPORTED on the request by the Blue Ridge Fire Company for an additional \$15,000 for the acquisition of a tanker.

Motion by Mr. Manuel to modify the FY 2010 CIP for Blue Ridge Volunteer Company by increasing the \$100,000 approved to be spent toward the acquisition of their new tanker truck using impact fees by \$15,000 making the new approved amount now \$115,000. Motion seconded by Mr. Surkamp and unanimously approved.

15. JENNIFER MAGHAN REPORTED on a budget revision request for the elections.

Motion by Ms. Morgan to approve the budget revision as recommended by staff not to exceed \$60,944.45. Motion seconded by Ms. Widmyer and unanimously approved.

16. NO LEGAL UPDATE was reported.

17. NO LEGISLATIVE UPDATE reported.

18. TIM BOYDE REPORTED on future agenda topics.

19. BY UNANIMOUS CONSENT the Commission agreed to cancel the July 1, 2010 Commission meeting.

Upon rising the Commission recessed until Thursday morning next beginning at 9:30 o'clock a.m.

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LYN WIDMYER, COMMISSION PRESIDENT

Daniel P. Lutz

Dr. Joyce WEBB

Dr. Robert Wilgous

THE HONORABLE DAVID Sanders  
Request for use of County Commission Room

for Casting Meeting 20 May 2010 from 1900 to

2100 hrs Casting for Heritage Days Play.



Daniel P. Lutz

The date is available ~~AKL~~ 4/28/10

HOME Consortium Council Appointments:

3 Representatives

3 year term beginning July 1, 2011 and ending June 30, 2013

Current:

- Katie See - City of Charles Town Planner
- Terry Marcus - Represents Ranson
- Dale Manuel - Jefferson County Commission

Alternate - Greg Didden - Shepherdstown

**Laura Kuhn**

**From:** "Sandy McDonald" <sandy@jeffersoncountywv.org>  
**To:** "Laura Kuhn" <laura@jeffersoncountywv.org>  
**Sent:** Thursday, April 29, 2010 8:40 AM  
**Subject:** Fw: HOME consortium council appointments

**May 6, 2010 agenda**

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

**From:** [pmcmillan@cityofmartinsburg.org](mailto:pmcmillan@cityofmartinsburg.org)  
**To:** [Sandy McDonald](mailto:Sandy McDonald)  
**Sent:** Friday, January 15, 2010 10:19 AM  
**Subject:** Fw: HOME consortium council appointments

*Sandy - this is what I just sent out. So there is not a rush from my perspective.*

Pat

Patricia E. McMillan  
 Community Development Director  
 City of Martinsburg  
 232 North Queen Street  
 Martinsburg, WV 25401  
[www.cityofmartinsburg.org](http://www.cityofmartinsburg.org)  
 Tel. (304) 264-2131, ext. 278  
 Fax (304) 264-2137

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

**From:** [pmcmillan@cityofmartinsburg.org](mailto:pmcmillan@cityofmartinsburg.org)  
**To:** [Dale Manuel](mailto:Dale Manuel) ; [peggy smith@frontiernet.net](mailto:peggy smith@frontiernet.net) ; [PDMILLS@aol.com](mailto:PDMILLS@aol.com) ; [David Mills](mailto:David Mills) ; [Mayor James Auxer](mailto:Mayor James Auxer) ; [clerk@shepherdstown.us](mailto:clerk@shepherdstown.us)  
**Cc:** [Mark Baldwin](mailto:Mark Baldwin)  
**Sent:** Friday, January 15, 2010 8:25 AM  
**Subject:** HOME consortium council appointments

*Commission Manuel, Mayor Smith, Mayor Auxer and Dave Mills: this is to advise you that the Jefferson County commission will need to appoint 3 representatives to the HOME consortium council for a 3 year term beginning July 1, 2010 and ending on June 30, 2013.*

*As a point of information, In our initial formation of the Council in 2006, Charles Town requested that their city planner be appointed and Ranson requested that Terry Marcus be appointed to ensure a municipal connection with the council and the HOME program. The Commission also appointed Dale Manuel and Greg Didden from Shepherdstown as an alternate.*

*This is not a "rush" item, but I am requesting that our Jefferson County partners confer about the re-appointment or new appointments of 3 persons to the HOME consortium council. The HOME consortium council is meeting on February 3rd and then again on May 5, 2010.*

*Please feel free to contact me with any questions about this.*

Pat

Patricia E. McMillan  
 Community Development Director  
 City of Martinsburg  
 232 North Queen Street  
 Martinsburg, WV 25401  
[www.cityofmartinsburg.org](http://www.cityofmartinsburg.org)  
 Tel. (304) 264-2131, ext. 278  
 Fax (304) 264-2137

**Laura Kuhn**

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**From:** "Sandy McDonald" <sandy@jeffersoncountywv.org>  
**To:** "Laura Kuhn" <laura@jeffersoncountywv.org>  
**Sent:** Wednesday, April 28, 2010 5:01 PM  
**Subject:** Fw: Affordable Housing

**next week's agenda**

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

**From:** Katie See  
**To:** sandy@jeffersoncountywv.org  
**Sent:** Wednesday, April 28, 2010 5:00 PM  
**Subject:** Affordable Housing

Hi Sandy,

Pat McMillan, the HOME Administrator, needs documentation from the County Commission that they would like to re-appoint the 3 Jefferson County representatives to the HOME Consortium (if they do in fact agree with that). We had our quarterly HOME meeting today and we mentioned this to Dale but I wanted to send you an e-mail as well. Please let me know if you have any questions. Thank you!

Katie See  
City Planner  
City of Charles Town  
101 East Washington Street  
Charles Town, WV 25414  
(P) 304-725-2311 x 244

\_\_\_\_\_ Information from ESET NOD32 Antivirus, version of virus signature database 5069  
(20100428) \_\_\_\_\_

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

#6

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## **RESOLUTION**

The Jefferson County Commission met on the 6<sup>th</sup> day of May, 2010 with a quorum present and passed the following Resolution:

Be It Resolved that the County Commission of Jefferson County, West Virginia, hereby authorizes Lyn Widmyer, President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office to receive and administer grant funds pursuant to provision of the Community Participation Grant Program. This project is to provide funds for a spay-neuter program for the Animal Welfare Society.

Dated: \_\_\_\_\_

\_\_\_\_\_  
LYN WIDMYER  
PRESIDENT  
JEFFERSON COUNTY COMMISSION

# COMMUNITY PARTICIPATION GRANT PROGRAM

## FISCAL YEAR 2010

Deadline for Return:  
June 30, 2010

GRANTEE: Jefferson County Commission PROJECT NUMBER: 10LEDA0149  
 PROJECT TITLE: Jefferson County Animal Welfare Society/Spay-Neuter Program AMOUNT: \$5,000

### SECTION 1. GRANTEE

Local Governing Agency (Grantee): Jefferson County Commission Project Title: JC AWS/Spay-Neuter Program  
 Street Address: P.O. Box 250 City: Charles Town Zip: 25414  
 Chief Elected Official: Lyn Widmyer, President Email: sandy@jeffersoncountywv.org  
 Phone: (304) 728-3284 Fax: (304) 725-7916 Form Completed By: Jay Breese  
 Brief Description of Project: \_\_\_\_\_

### SECTION 2. NONPROFIT ORGANIZATION (SUBGRANTEE)

Are funds requested for a nonprofit organization?  Yes  No  
 Nonprofit Organization: Animal Welfare Society Executive Director: President Ms. Annie Roing  
 Street Address: 23 Poor Farm Road City: Kearysville State/Zip: WV 25430  
 Phone: (304) 725-0589 Fax: (304) \_\_\_\_\_ Email: \_\_\_\_\_  
 Website: www.awsje.org IRS Cert. (Ex: 501(c) 3, etc.): \_\_\_\_\_ Yr. Cert: \_\_\_\_\_  
 Federal Nonprofit Certification is attached. This application **WILL NOT** be processed without Federal nonprofit status.  
 State Regulation Checklist for Nonprofit Organization is attached. This application **WILL NOT** be processed without this Checklist.  
 Brochure or web pages explaining mission of the nonprofit organization and services it provides are attached.

### SECTION 3. ELIGIBLE PROJECTS

ELIGIBLE activities include, but are not limited to, permanent public improvements related to the following:

- |  |  |
|--|--|
| <input type="checkbox"/> Business and Industrial Parks       | <input type="checkbox"/> Land and Property Acquisition   |
| <input type="checkbox"/> City Hall and Courthouse Facilities | <input type="checkbox"/> Libraries                       |
| <input type="checkbox"/> Construction and Renovation         | <input type="checkbox"/> Parks and Recreation            |
| <input type="checkbox"/> Demolition                          | <input type="checkbox"/> Parking Facilities              |
| <input type="checkbox"/> Economic Development                | <input type="checkbox"/> Preservation and Beautification |
| <input type="checkbox"/> Emergency Services                  | <input type="checkbox"/> Public Safety                   |
| <input type="checkbox"/> Flood and Storm Drainage            | <input type="checkbox"/> Street and Sidewalk Repair      |
| <input type="checkbox"/> Infrastructure                      | <input type="checkbox"/> Technology                      |
| <input type="checkbox"/> Law Enforcement                     | <input type="checkbox"/> Water, Wastewater Facilities    |

INELIGIBLE activities include, but are not limited to, expendable items related to the following:

- |  |  |
|--|--|
| <input type="checkbox"/> Administrative costs    | <input type="checkbox"/> Private Property            |
| <input type="checkbox"/> Food                    | <input type="checkbox"/> Rent                        |
| <input type="checkbox"/> Clothing                | <input type="checkbox"/> Maintenance                 |
| <input type="checkbox"/> Homeowners Associations | <input type="checkbox"/> Salaries                    |
| <input type="checkbox"/> Insurance Premiums      | <input type="checkbox"/> Scholarships                |
| <input type="checkbox"/> Maintenance             | <input type="checkbox"/> Sports Uniforms             |
| <input type="checkbox"/> Medical Programs        | <input type="checkbox"/> Training and Speakers' Fees |
| <input type="checkbox"/> National Dues           | <input type="checkbox"/> Travel Expenses             |
| <input type="checkbox"/> Postage                 | <input type="checkbox"/> Utility Costs               |

### SECTION 3. PROJECT OWNER AND LOCATION

The use of grant funds at/for private property or private gain or use is prohibited. Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Owner of project site, property or building: Jefferson Co. Commission Vicinity/site plan attached?  Yes  No  
 Location and address where grant funds will be used (sufficient to drive to site): Shelter on Old Leetown Pike near fairgrounds. Veterinarian offices at various locations  
 Upon completion, what government agency will own, operate, or be responsible for the project? Jefferson Co. Commission

- Yes  No Project site(s) or building(s) are owned by a government agency.  
 Yes  No Project site(s) or building(s) are owned by a nonprofit organization. (If yes, attach copy of property deed).

## SECTION 4. FUNDING SUMMARY

A minimum of 10 percent is required for a local match. Attach commitment letters for each funding source listed below.

Amount	Source Grant Program, Bank Loan, Fundraising, Fees, etc.	Status Pending, Approved, Ongoing etc.	Documentation Letter, Resolution, etc.
a. Grant Funds Requested	\$ 5,000		
b. Local Funds (10% of grant funds)	\$ 500 +		
c. Other Funds	\$		
d. Other Funds	\$		
e. Other Funds	\$		
Total Project Cost	\$ 5500		

## SECTION 5. CERTIFICATION OF STATE REGULATIONS

**CHECK ITEMS 1-9 BELOW** to certify compliance with the following laws, regulations and requirements:

1.  **Competitive bids are required for purchases exceeding \$2,500 in cost.**  
Competitive bidding requirements, at a minimum, are as follows:
 

<ul style="list-style-type: none"> <li>▪ \$2,500 or less</li> <li>▪ \$2,500.01 to \$5,000</li> <li>▪ \$5,000.01 to \$25,000</li> <li>▪ \$25,000 or more</li> </ul>	<ul style="list-style-type: none"> <li>▪ No bids required; however, competition is encouraged.</li> <li>▪ Three verbal bids documented on a verbal bid summary.</li> <li>▪ Three written bids required.</li> <li>▪ Class II Legal Ads required.</li> </ul>
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2.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**  
Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.
  
3.  **State prevailing wages will be paid for all construction associated with this project, regardless of the cost.**  
Wage rates may be obtained from the West Virginia Secretary of State at 304-558-6000, or [www.wvsos.com](http://www.wvsos.com). If federal funds are included, the highest rate (West Virginia or Davis-Bacon) will be paid. All contractors must have a West Virginia contractor's license. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**. These regulations apply to the employment of any contractor or subcontractor for this project, including the following trades and activities:
 

<ul style="list-style-type: none"> <li>▪ Construction</li> <li>▪ Reconstruction</li> <li>▪ Demolition</li> <li>▪ Enlargement</li> <li>▪ Remodeling</li> </ul>	<ul style="list-style-type: none"> <li>▪ Painting</li> <li>▪ Decoration</li> <li>▪ Alteration</li> <li>▪ Repair</li> <li>▪ Expansion</li> </ul>
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4.  **The following documents will be required for the release of grant funds.**
  - Copies of bids, quotes or bid summary
  - Copy of legal ad, which must require prevailing wages for construction
  - Copies of certified payroll records
  - Copies of invoices
  
5.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**  
As the grantee, the county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
  
6.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**  
Funds provided to counties and municipalities for grants to nonprofit organization are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**.
  
7.  **Professional services shall be obtained through a request for proposals. Architectural or engineering services shall be pursued in accordance with of the West Virginia Code §5G.**
  
8.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**
  
9.  **The use of grant funds at/for private property or private gain is prohibited. Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.**

**SECTION 6. PROJECT DESCRIPTION**

The Animal Welfare Society of Jefferson County (AWS) wishes to use the funds for a spay-neuter program for the shelter animals ready for adoption.

This program will help control unwanted pet birth rates.

## **SECTION 7. ASSURANCES**

**The applicant hereby assures and certifies that it shall comply with the following regulations, policies, and requirements:**

- A. The applicant assures the State that it will perform the work for which the grant was made as determined by the State.
- B. The applicant assures the State that it has or will secure qualified personnel to administer a grant, and that the costs to administer the grant will be paid for by the applicant.
- C. The applicant assures the State that it will have started work on the project before the end of the fiscal year in which the grant award is made.
- D. The applicant assures the State that it understands that the amount of the grant award cannot be increased without the written consent of the Governor.
- E. The applicant assures the State that payment for work performed will be requested in writing with copies of invoices attached that document the costs of each work segment making up the total amount of funds requested.
- F. The applicant assures the State that it understands that ten percent of the grant award will be held by the State as retainage, pending receipt of a written certificate of substantial completion attached to any final invoices for work not already paid.
- G. The applicant assures the State that it understands that by letter the State can terminate for cause an applicant's grant agreement with the amount of funds recovered equal to the percentage of incomplete work. The applicant further assures the State that it understands that it can be terminated by letter any grant agreement with the State before costs are incurred on the project.
- H. The applicant assures the State that any changes in the scope of work specified in a grant agreement will first be submitted in writing to the State for approval by change order.
- I. The applicant assures the State that in its hiring practices for work to be performed it will comply with the equal employment provisions of Titles VI and VII of the 1964 Civil Rights Act, and Presidential Executive Orders 11246 and 11375, as amended.
- J. **The applicant assures the State that competitive bids will be solicited on any major work element exceeding \$2,500 in cost.** Competitive bidding shall be pursued in all instances.
- K. **Competitive bidding requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids; however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.**
- L. **The Grantee shall solicit competitive, sealed bids for commodities and supplies related to this project which have an estimated value of more than \$25,000. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination.** The receipt and utilization of funds procured through this program mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.
- M. **Bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3.** This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks prior to the final bid date.
- N. The applicant assures the State that **State prevailing wage rates will be paid on contract construction unless federal funds are included in the project, in which case, the higher of the State's or Davis-Bacon wage rates will be paid on all contract construction.**
- O. Every contract involving **construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work** which involves the employment of any contractor and/or subcontractor necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such contract, must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost. The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.**
- P. The applicant assures the State that any part of the project to be occupied by the general public will be made accessible to the handicapped.
- Q. The applicant assures the State that any permits, licenses, or other requirements of particular State or Federal agencies necessary for the project's design, construction, or operation will be secured.
- R. The applicant assures the State that it will not subgrant any of the grant funds received to any of its officials or employees or the members of their families or to employees of the WVDO or members of the State Legislature in any contracts awarded for work to be performed.
- S. The applicant assures the State that it will maintain and have available for inspection on written request by the State all records kept on the project including bid documents, copies of all contracts, contractors' payrolls, time sheets, and invoices. The applicant further assures the State that it will schedule an audit of any grant funds to be included in its annual audit as performed by the State Tax Department.
- T. The applicant assures the State, by evidence of attaching a resolution, motion, or similar action passed by its governing body, that it has the legal authority to apply for this grant, commit any local matching shares, authorize the person signing the grant to act as an agent for the applicant to answer any questions by the State about the application, and to abide by the understandings and assurances described in this section.
- U. As the grantee, the county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with sub-grantees so that property and/or assets acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.

**SECTION 8. SIGNATURE AND RESOLUTION**

**This application must contain the following:**

- Application with Original Signature**
- Resolution by Unit of Local Government**
- Nonprofit Application Checklist with Original Signature – Required for Nonprofit Organizations**
- IRS 501(c) Determination Letter - Required for Nonprofit Organizations**

To the best of my knowledge, the information contained in this application is true and correct; the submission thereof has been duly authorized by the governing body; and the applicant will comply with the regulations, policies, guidelines and requirements outlined by the State of West Virginia. If the recipient is a nonprofit organization, the county or municipality certifies that this nonprofit organization is legally authorized to receive public funds.

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Mayor or County Commission President**  
**ORIGINAL SIGNATURE REQUIRED-USE BLUE INK**

**West Virginia Development Office**  
**Community Development Division**  
**Community Participation Grant Program**  
1900 Kanawha Boulevard, East Building 6, Room 553  
Charleston, West Virginia 25305  
Phone: 304-558-4010 Fax: 304-558-2246  
[www.wvcommerce.org](http://www.wvcommerce.org)



**COMMUNITY PARTICIPATION  
GRANT PROGRAM**

**State Regulation Checklist for Nonprofit Organizations**

**Must Be Submitted With Application for Funding for Nonprofit Organizations**

1. Local Government Agency: Jefferson County Commission Date of Application: 4-26-10  
 Chief Elected Official: Lyn Widmeyer, President  
 Project Title: JC AWC/Span-nerve Program Amount of Grant: \$ 5,000  
 Form Completed By: Jeff Beese Phone: (304) \_\_\_\_\_ Fax: (304) \_\_\_\_\_
2. Nonprofit Organization: Animal Welfare Society Bd. President \_\_\_\_\_ Executive Director: Ms. Anne Ralua  
 Street Address, City, Zip: 23 Poor Farm Rd, Craneyville, WV 25830 Phone: (304) 725-0599 Fax: (304) \_\_\_\_\_
- Federal nonprofit certification, 501c determination letter from Internal Revenue Service attached.  
 Mission statement, brochure, or web pages explaining mission of the organization and services it provides attached.

**CERTIFICATIONS AND ASSURANCES**

**CHECK ITEMS 3-11 BELOW** to certify compliance with the following laws, regulations and requirements:

3.  **Competitive bids are required for purchases exceeding \$2,500 in cost.**  
 Competitive bidding requirements, at a minimum, are as follows:
- |                          |  |
|--------------------------|--|
| ▪ \$2,500 or less        | ▪ No bids required; however, competition is encouraged |
| ▪ \$2,500.01 to \$5,000  | ▪ Three verbal bids documented on a verbal bid summary |
| ▪ \$5,000.01 to \$25,000 | ▪ Three written bids required                          |
| ▪ \$25,000 or more       | ▪ Class II Legal Ads required                          |
4.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**  
 Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.
5.  **State prevailing wages will be paid for all construction associated with this project, regardless of the cost.**  
 West Virginia prevailing wages must be paid for all construction projects using state grant funds. All contractors must have a West Virginia contractor's license. These regulations apply to every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work. If federal funds are included, the highest rate (West Virginia or Davis-Bacon) will be paid. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
6.  **The following documents will be required for the release of grant funds.**
- Copies of bids, quotes or verbal bid summary
  - Copy of legal ad, which must require prevailing wages for construction
  - Copies of certified payroll records for construction
  - Copies of Invoices.
7.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**  
 As the grantee, the county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
8.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**  
 Funds provided to counties and municipalities for grants to nonprofit organizations are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
9.  **Professional services shall be obtained through a request for proposals.**  
 Architectural or engineering services shall be obtained in accordance with West Virginia Code §5G.
10.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**
11.  **The use of grant funds at/for private property or private gain is prohibited.**  
 Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Signature: Jeffrey Beese, Designee Date: 4/26/2010  
 Executive Director, Nonprofit Organization  
**ORIGINAL SIGNATURE REQUIRED-USE BLUE INK**

Internal Revenue Service  
District Director

Department of the Treasury

DATE: JUN 21 1996

P. O. Box 2508  
Cincinnati, OH 45201

Animal Welfare Society of Jefferson  
& Peggy A. Lagray  
P. O. Box 147  
Charles Town, WV 25414-0417

Person to Contact:  
Dee Anna Jarnon  
Telephone Number:  
513-684-3957  
Refer Reply To:  
EP/EO  
Federal Identification Number:  
55-6023497

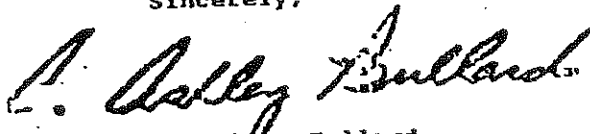
Dear Sir or Madam:

Thank you for submitting the information shown below. The changes indicated do not adversely affect the exempt status of your organization. The exemption letter previously issued continues in effect.

Please advise us of any future change in the character, purpose, method of operation, name, or address of your organization. Such notification is a requirement for retaining exempt status.

Thank you for your cooperation.

Sincerely,



C. Ashley Bullard  
District Director

Item: Certificate of Amendment to the Articles of Incorporation  
filed December 8, 1995

IRS TAX EXEMPT LETTER

ATTACHMENT

T:B:PEO:1-LAW

Animal Welfare Society of Jefferson  
County  
Flowing Spring Road  
Charles Town, West Virginia

FEB 4 1956

Gentlemen:

It is the opinion of this office, based upon the evidence presented, that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code of 1954, as it is shown that you are organized and operated exclusively for the prevention of cruelty to animals.

Accordingly, you are not required to file income tax returns unless you change the character of your organization, the purposes for which you were organized, or your method of operation. Any such changes should be reported immediately to the District Director of Internal Revenue for your district in order that their effect upon your exempt status may be determined.

You are required, however, to file an information return, Form 990A, annually, with the District Director of Internal Revenue for your district so long as this exemption remains in effect. This form may be obtained from the District Director and is required to be filed on or before the fifteenth day of the fifth month following the close of your annual accounting period.

Contributions made to you are deductible by the donors in computing their taxable income in the manner and to the extent provided by section 170 of the 1954 Code.

Bequests, legacies, devises or transfers to or for your use are deductible in computing the value of the taxable estate of a decedent for Federal estate tax purposes in the manner and to the extent provided by sections 2055 and 2106 of the 1954 Code. Gifts of property to or for your use are deductible in computing taxable gifts for Federal gift tax purposes in the manner and to the extent provided by section 2522 of the 1954 Code.

2 - Animal Welfare Society of Jefferson County -

No liability is incurred by you for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you have filed a waiver of exemption certificate in accordance with the applicable provisions of such Act. In the event you desire social security coverage for your employees or have any questions relating to the filing of a waiver of exemption certificate you should take the matter up with your District Director of Internal Revenue.

Your attention is called to the provisions of section 501(c)(3) of the Internal Revenue Code of 1954 under which your exemption will be revoked if any substantial part of your activities consists of carrying on propaganda, or otherwise attempting, to influence legislation, or if you participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.


For the purpose of applying this ruling to any period with respect to which the Internal Revenue Code of 1954 is not applicable, any reference herein to a provision of the 1954 Code shall be deemed a reference to the corresponding provision of the 1939 Code.

The District Director of Internal Revenue, Parkersburg, West Virginia, is being advised of this action.

Very truly yours,

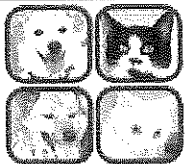
J. E. [unclear]

Chief, Exempt Organizations Branch



# Animal Welfare Society of Jefferson County, WV

Saving Animals and Our Community for Over 50 Years


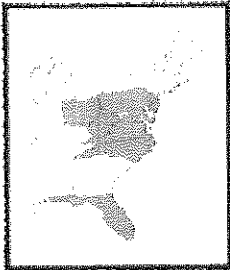



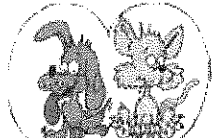


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[About AWS](#) | [Adoption](#) | [Events](#) | [Volunteer](#) | [Pet Resources](#) | [Membership](#) | [Contact Us](#)

*Help solve the problem! Remember to spay or neuter your pet!* [General info](#) | [Comment Form](#)

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<p><b>Board of Directors</b></p> <p>Mr. Bill Dunn Ms. Candy Cain Ms. Jane Tarnier Ms. Anna Mary Walsh Ms. Ann Trumble Ms. Mina Goodrich Ms. Dixie Dunn Ms. Annie Roina Mr. Robert Main Mr. Jeff Bresee Ms. Janet Bailey Mr. Steven Rogers</p> <hr/> <p><b>Shelter Staff</b></p> <p>Peggy Jenkins Tasha Jenkins</p> <hr/> <p><b>AWSJC</b></p>  <p>Animal Welfare Society in Jefferson County, WV</p> <hr/> <p><b>Service Area</b></p> <p>Principally serving the Eastern Panhandle of West Virginia, AWS has placed animals in states depicted in maroon.</p>  <hr/> <p><b>Board at Work</b></p>  <p>The Board is a "working" Board. Below, Board members "beg" for contributions during an annual fundraising event in Ranson.</p> <hr/> <p><b>Please Donate</b></p> <p>We <b>DESPERATELY</b> need your financial support. A financial contribution, no matter large or small, helps us continue providing care for animals.</p> <p>Please send your check today to AWS, PO Box 147, Charles Town, WV 25414</p> <p>AWS is recognized by the IRS as a 501(c)3 charitable organization.</p>	<p style="text-align: center;"><b>About AWS</b></p> <div style="text-align: center;">  <p><b>An Agency of United Way of the Eastern Panhandle - CFC# 19995</b></p> </div> <p><b>Compassion &amp; Caring . . .</b></p>  <p>Serving our community continuously for over 49 years, the Animal Welfare Society of Jefferson County, WV was incorporated in West Virginia on February 7, 1952 as a non-profit corporation. Founding members included Mabel B. Venable, William S. Venable, W.P.C. Perry, Cora I. Chambers and Forrest A. Brown.</p> <p>The Animal Welfare Society was formed to provide care and protection for suffering homeless and unwanted animals; to educate the public in respect to humane treatment of animals and to encourage and assist in the enforcement of laws against mistreatment of and cruelty to animals.</p> <p>During two decades encompassing the period of 1958-1978, the Society passed through a period in which there was little growth and in which rising costs and limited membership income hampered the activities of the organization. Still, the founders persevered in their mission and vision. The 72 member AWS had been the only organization in the county trying to solve the problem of acute population explosion of stray animals.</p> <p>Among the projects undertaken by AWS was a spay/neuter and adoption program in cooperation with Friends of Animals, Inc. and local veterinarians; cooperative efforts with the county on a rabies prevention program; and a project designed to increase knowledge of county children in proper pet care. These programs, while having gone through a number of changes and enhancements, to this day continue to form the core mission of AWS.</p> <p>There was no place within the county where homeless cats, kittens and puppies would be taken for a second chance at life. The county only handled dogs. There was also great concern over the manner in which the county dog pound operated, particularly in regard to unsanitary conditions. AWS attention soon focused on solving this significant problem - construction and operation an animal shelter in Jefferson County by AWS.</p> <p>In January 1981, a committee was selected to develop and present a formal proposal to the Jefferson County Commission. After 5 years of work, the West Virginia legislature approved a bill that allowed Jefferson County Commissioners to donate an acre of land to AWS for construction of a shelter for homeless, stray and unwanted animals. AWS board members devoted themselves to fundraising activities during this period accumulating \$34,000 during a 6 year period. Groundbreaking occurred in August 1985 and the dream of AWS founders became reality in October of that same year.</p> <p>Upon completion, the AWS shelter included 10 dog runs, a cat room with 15 domiciles, an isolation room to accommodate 5 cages, a small office and reception area. For the most part, animal accommodations have changed little in 49 years.</p> <p>In August 1999, a the driver of a motor vehicle lost control of the car and demolished the front of the shelter building. No animals were injured however, significant structural damage occurred. The Board of Directors, voted to rebuild the front of the building adding 20 feet to provide more comfortable reception areas and to allow the old small office to be used for additional animal handling and isolation facilities. A commercial loan to cover costs above and beyond the vehicle drivers insurance settlement was sought and approved. This is the principal reason for expenses exceeding income in the year 2000 financial statement included in this document.</p> <p>In the year 2000, AWS enjoyed financial support from 648 members. AWS is also a United Way Agency with over 80 individuals who specifically designate the Animal Welfare Society of Jefferson County, WV as the recipient of their United Way donations.</p> <p>Today, the Board of Directors, staff and volunteers continue to share and carry on the vision of those who in 1952 recognized the plight of unwanted and abused dogs, puppies, kittens, and cats and the need to provide a place devoted to providing love, compassion and a second chance at life to these wonderful beings.</p> <div style="text-align: center;">  <p><b>The Animal Welfare Society of Jefferson is all about compassion!</b> Compassion for animals and their suffering and a willingness to do "whatever it takes" to provide our wards with the second chance at life they so deserve.</p> <p>Take Jeremiah, a 7 month old male black Labrador mix who arrived in the shelter on January 1, 2000 after being struck by a car. The managing director sought medical care for him, worked with the staff to nurse him back to health</p> </div>
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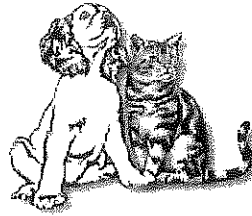
and sought to draw him out of being withdrawn from humans. Fourteen months passed and while Jeremiah became a well adjusted, outgoing and playful dog, he became the shelter mascot. Then, it happened! A home of his own with doggie pals. This is the meaning of compassion. A willingness by all involved with AWS to never give up on placing an adoptable animal in a home full of love and compassion.

There is Blizzard, a Dalmatian puppy with a degree of medical problems. Many outside shelter staff and directors regularly said that she should be euthenized because no one would adopt her with her problems. AWS resisted this advice and in the end, Blizzard was adopted by a family with 2 other Dalmatians.

These are but two of our success stories. There are many, many more.

The Society's adoption rate is above the national average. In 1998, over 1,000 animals passed through our doors. Each year, on average, over 400 cats, kittens, dogs and puppies pass through our doors!

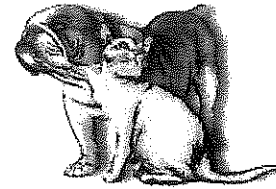
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KINZ WORKS



# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## **RESOLUTION**

The Jefferson County Commission met on the 6<sup>th</sup> day of May, 2010 with a quorum present and passed the following Resolution:

Be It Resolved that the County Commission of Jefferson County, West Virginia, hereby authorizes Lyn Widmyer, President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office to receive and administer grant funds pursuant to provision of the Community Participation Grant Program in the amount of \$2,000.00. This project is to assist in the Freedom's Run event for health and heritage and to allow runners and walkers to explore our land in a challenging and scenic marathon. This project will include equipment, promotions and staging.

Dated: \_\_\_\_\_

\_\_\_\_\_  
LYN WIDMYER  
PRESIDENT  
JEFFERSON COUNTY COMMISSION

# COMMUNITY PARTICIPATION GRANT PROGRAM

## FISCAL YEAR 2010

**Deadline for Return:**  
June 30, 2010

**GRANTEE:** Jefferson County Commission **PROJECT NUMBER:** 10LEDA0514  
**PROJECT TITLE:** Freedom Run/Equipment, Promotion, and Staging **AMOUNT:** \$2,000

### SECTION 1. GRANTEE

Local Governing Agency (Grantee): Jefferson County Commission Project Title: Freedom Run  
 Street Address: P.O. Box 250 City: Charles Town Zip: 25414  
 Chief Elected Official: Lyn Widmeyer, President Email: Sandy@jeffersoncountywv.org  
 Phone: (304) 728-3284 Fax: (304) 725-7916 Form Completed By: Mark Cucuzzella  
 Brief Description of Project: \_\_\_\_\_

### SECTION 2. NONPROFIT ORGANIZATION (SUBGRANTEE)

Are funds requested for a nonprofit organization?  Yes  No  
 Nonprofit Organization: Eastern Area Health Education Center Executive Director: Jay BonFili / jbonfili@hsc.wvu.edu  
 Street Address: 2500 FOUNDATION WAY City: MARTINSBURG State/Zip: WV 25901  
 Phone: (304) 269 9202 Fax: (304) 269 9042 Email: cucuzzella@fcbhsc.wvu.edu  
 Website: www.hsc.wvu.edu/eastern/som/ahec.asp IRS Cert. (Ex 501(c)3 etc.): 35-2174239 Yr. Cert: 2004  
 Federal Nonprofit Certification is attached. This application **WILL NOT** be processed without Federal nonprofit status.  
 State Regulation Checklist for Nonprofit Organization is attached. This application **WILL NOT** be processed without this Checklist.  
 Brochure or web pages explaining mission of the nonprofit organization and services it provides are attached.

### SECTION 3. ELIGIBLE PROJECTS

**ELIGIBLE activities include, but are not limited to, permanent public improvements related to the following:**

- |  |  |
|--|--|
| <input type="checkbox"/> Business and Industrial Parks       | <input type="checkbox"/> Land and Property Acquisition   |
| <input type="checkbox"/> City Hall and Courthouse Facilities | <input type="checkbox"/> Libraries                       |
| <input type="checkbox"/> Construction and Renovation         | <input type="checkbox"/> Parks and Recreation            |
| <input type="checkbox"/> Demolition                          | <input type="checkbox"/> Parking Facilities              |
| <input type="checkbox"/> Economic Development                | <input type="checkbox"/> Preservation and Beautification |
| <input type="checkbox"/> Emergency Services                  | <input type="checkbox"/> Public Safety                   |
| <input type="checkbox"/> Flood and Storm Drainage            | <input type="checkbox"/> Street and Sidewalk Repair      |
| <input type="checkbox"/> Infrastructure                      | <input type="checkbox"/> Technology                      |
| <input type="checkbox"/> Law Enforcement                     | <input type="checkbox"/> Water, Wastewater Facilities    |

**INELIGIBLE activities include, but are not limited to, expendable items related to the following:**

- |  |  |
|--|--|
| <input type="checkbox"/> Administrative costs    | <input type="checkbox"/> Private Property            |
| <input type="checkbox"/> Food                    | <input type="checkbox"/> Rent                        |
| <input type="checkbox"/> Clothing                | <input type="checkbox"/> Maintenance                 |
| <input type="checkbox"/> Homeowners Associations | <input type="checkbox"/> Salaries                    |
| <input type="checkbox"/> Insurance Premiums      | <input type="checkbox"/> Scholarships                |
| <input type="checkbox"/> Maintenance             | <input type="checkbox"/> Sports Uniforms             |
| <input type="checkbox"/> Medical Programs        | <input type="checkbox"/> Training and Speakers' Fees |
| <input type="checkbox"/> National Dues           | <input type="checkbox"/> Travel Expenses             |
| <input type="checkbox"/> Postage                 | <input type="checkbox"/> Utility Costs               |

### SECTION 3. PROJECT OWNER AND LOCATION

The use of grant funds at/for private property or private gain or use is prohibited. Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Owner of project site, property or building: \_\_\_\_\_ Vicinity/site plan attached?  Yes  No  
 Location and address where grant funds will be used (sufficient to drive to site): \_\_\_\_\_

Upon completion, what government agency will own, operate, or be responsible for the project? \_\_\_\_\_

- Yes  No Project site(s) or building(s) are owned by a government agency.  
 Yes  No Project site(s) or building(s) are owned by a nonprofit organization. (If yes, attach copy of property deed).

## SECTION 4. FUNDING SUMMARY

A minimum of 10 percent is required for a local match. Attach commitment letters for each funding source listed below.

	Amount	Source Grant Program, Bank Loan, Fundraising, Fees, etc.	Status Pending, Approved, Ongoing etc.	Documentation Letter, Resolution, etc.
a. Grant Funds Requested	\$ 2,000			
b. Local Funds (10% of grant funds)	\$ 15,000	TITLE SPONSORSHIP	Approved	Attached letter
c. Other Funds	\$ 10,000	SPONSORSHIPS	PENDING	
d. Other Funds	\$ 35,000	RACE REGISTRATION	PENDING	
e. Other Funds	\$			
Total Project Cost	\$ 62,000			

## SECTION 5. CERTIFICATION OF STATE REGULATIONS

**CHECK ITEMS 1-9 BELOW** to certify compliance with the following laws, regulations and requirements:

1.  **Competitive bids are required for purchases exceeding \$2,500 in cost.**  
Competitive bidding requirements, at a minimum, are as follows:

<input checked="" type="checkbox"/> \$2,500 or less	• No bids required; however, competition is encouraged.
• \$2,500.01 to \$5,000	• Three verbal bids documented on a verbal bid summary.
• \$5,000.01 to \$25,000	• Three written bids required.
• \$25,000 or more	• Class II Legal Ads required.

2.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**  
*NA* Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.

3.  **State prevailing wages will be paid for all construction associated with this project, regardless of the cost.**  
*NA* Wage rates may be obtained from the West Virginia Secretary of State at 304-558-6000, or [www.wvsos.com](http://www.wvsos.com). If federal funds are included, the highest rate (West Virginia or Davis-Bacon) will be paid. All contractors must have a West Virginia contractor's license. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**. These regulations apply to the employment of any contractor or subcontractor for this project, including the following trades and activities:

• Construction	• Painting
• Reconstruction	• Decoration
• Demolition	• Alteration
• Enlargement	• Repair
• Remodeling	• Expansion

4.  **The following documents will be required for the release of grant funds.**

• Copies of bids, quotes or bid summary
• Copy of legal ad, which must require prevailing wages for construction
• Copies of certified payroll records
• Copies of invoices

5.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**  
As the grantee, the county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
6.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**  
Funds provided to counties and municipalities for grants to nonprofit organization are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**.
7.  **Professional services shall be obtained through a request for proposals. Architectural or engineering services shall be pursued in accordance with of the West Virginia Code §5G.**
8.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**
9.  **The use of grant funds at/for private property or private gain is prohibited. Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.**



## Project Background:

### *Freedom's Run: A Case Study for Small Community Running*

Mark Cucuzzella MD, Assoc Prof of Family Medicine, West Virginia Univ; Race Director Freedom's Run

**PURPOSE:** *"Never doubt that a small group of thoughtful committed citizens can change the world. Indeed, it's the only thing that ever has." Margaret Mead*

To determine if a small band of committed citizens can spark culture change surrounding outdoor physical activity through a collaborative fitness event and community programs leading up to it. Freedom's Run was a "Grand Idea" born in a small coffee shop in Shepherdstown, West Virginia. The idea was to put on an event that gave citizens awareness of healthy living and fighting obesity, promote outdoor activity, and in the process discover the rich history of the area....a Race for Health and Heritage. West Virginia is the number 2 obese state in the nation and searching for innovation to reverse the current trend.

**METHODS:** A collaborative group between the leaders of a Family Medicine Clinic, 4 National Parks, A University, and a Heritage Area teamed to create Freedom's Run. Themes were offering opportunity for all to engage in a new challenge with 5 events- 1 mile fun run, 5k, 10k, Half Marathon, and Marathon. We hosted well attended group runs and education clinics in the 4 months prior, all free. We had a "green" theme and goal of recycling and composting almost everything.

**RESULTS:** In the first year of the event we had 1650 official finishers, making us just shy of the largest event in the state. 200 children participated in the kids fun run, a larger participation than any prior open race in our region. We raised 20,000 dollars for school based gardens and fitness trails. We have 450 individual responses with amazingly positive comments in our post race on-line survey. For a first year event- 95% of our participants were either Very Satisfied (the large majority at 70% ) or Satisfied (25%) with the event. Close to 20% had never participated in an event before. The impact of the event as a model for health was so strong that our local hospital WVUH-East has come on board as the title sponsor for 2010. We are moving forward now with weekly free community fun runs at local farms and historic sites to teach wellness and heritage and involve the entire family. We have received county, state, and National Parks funding to grow the event and its surrounding activities. Runners from 36 states visited, driving positive economic outcomes for local business. Race

leadership has partnered with a local school to build a fitness and nature trail and secured a select West Virginia Board of Education Innovation Zones grant to accomplish this. A formal running club and event series is now forming under our Heritage Area 501c3. On the green side: collected fifty two 33 gallon bags of plastic for recycling from aid stations and start/finish, composted 145 pounds of fruit cores and leftovers, 340 pounds of cardboard recycled under the Shepherdstown Elementary School account, 196 pairs of shoes that sent for reuse, and only three bags of trash that equaled 20 lbs was sent to landfill.

**CONCLUSIONS:** Giving opportunity in a small community to participate in a collaborative walking or running event and providing teaching, mentoring, and encouragement can be the start of year round cultural change, reattach children and families to nature and heritage, and produce mentors who will spread the themes deeper into each community. The model is to attach the *Medical Home* to the *Medical Home's backyard*, the place where true health is created. By keeping fees free for kids and low for adults, we are increasing the reach of similar organized events. Visit our website [www.freedomrun.org](http://www.freedomrun.org) and join us next year.

*Jefferson County, West Virginia was once a rural and farming county; and now is transitioning to an exurb of Baltimore and DC with the high obesity rates the state is renowned for. We are also at risk of losing our sense of "place"- that true understanding of the richness of the land we live on. Historian and environmentalist Wallace Stenger penned: "if you don't know where you are, you don't know who you are." In a 1961 conference of Physical Activity and Youth, John F. Kennedy observed: "We do not want in the United States a nation of spectators. We want a nation of participants in the vigorous life. This is not a matter which can be settled, of course, from Washington. It is really a matter which starts with each individual family..." For those who live in West Virginia and share its sense of "place", the family extends to the community.*

**Scope of work to be completed and proposed use of funds for Community Participation Grant:**

Freedom's Run had an operating budget of over \$60,000 dollars in 2009. This included costs for permits, EMS and Police, timing, equipment rental, food/drink for course and finish, shirts and other goodies for runners and volunteers, web design and management, marketing and advertising, postage, and many other key pieces to make a large national level event succeed. We went deep into the red to get this going. Thanks to the kind support of sponsors and our local community we actually came out in the black and have given the return back to the community. We have a similar scope of work this year with the same high costs. We would apply to Community Participation Grant funds to our preorder of Atayne high quality t-shirts, made of all recyclable materials. Our cost for this is over \$25,000 for the complete order. We need to cover half of this cost by early May. If awarded the grant we can apply it to this high cost but necessary accessory for a high quality, national level, and environmentally responsible event.

Thank you for considering our request,

Freedom's Run Organizing Committee



## **SECTION 7. ASSURANCES**

**The applicant hereby assures and certifies that it shall comply with the following regulations, policies, and requirements:**

- A. The applicant assures the State that it will perform the work for which the grant was made as determined by the State.
- B. The applicant assures the State that it has or will secure qualified personnel to administer a grant, and that the costs to administer the grant will be paid for by the applicant.
- C. The applicant assures the State that it will have started work on the project before the end of the fiscal year in which the grant award is made.
- D. The applicant assures the State that it understands that the amount of the grant award cannot be increased without the written consent of the Governor.
- E. The applicant assures the State that payment for work performed will be requested in writing with copies of invoices attached that document the costs of each work segment making up the total amount of funds requested.
- F. The applicant assures the State that it understands that ten percent of the grant award will be held by the State as retainage, pending receipt of a written certificate of substantial completion attached to any final invoices for work not already paid.
- G. The applicant assures the State that it understands that by letter the State can terminate for cause an applicant's grant agreement with the amount of funds recovered equal to the percentage of incomplete work. The applicant further assures the State that it understands that it can be terminated by letter any grant agreement with the State before costs are incurred on the project.
- H. The applicant assures the State that any changes in the scope of work specified in a grant agreement will first be submitted in writing to the State for approval by change order.
- I. The applicant assures the State that in its hiring practices for work to be performed it will comply with the equal employment provisions of Titles VI and VII of the 1964 Civil Rights Act, and Presidential Executive Orders 11246 and 11375, as amended.
- J. **The applicant assures the State that competitive bids will be solicited on any major work element exceeding \$2,500 in cost.** Competitive bidding shall be pursued in all instances.
- K. **Competitive bidding requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids; however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.**
- L. **The Grantee shall solicit competitive, sealed bids for commodities and supplies related to this project which have an estimated value of more than \$25,000. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination.** The receipt and utilization of funds procured through this program mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.
- M. **Bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3.** This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks prior to the final bid date.
- N. The applicant assures the State that **State prevailing wage rates will be paid on contract construction unless federal funds are included in the project, in which case, the higher of the State's or Davis-Bacon wage rates will be paid on all contract construction.**
- O. Every contract involving **construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work** which involves the employment of any contractor and/or subcontractor necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such contract, must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost. The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.**
- P. The applicant assures the State that any part of the project to be occupied by the general public will be made accessible to the handicapped.
- Q. The applicant assures the State that any permits, licenses, or other requirements of particular State or Federal agencies necessary for the project's design, construction, or operation will be secured.
- R. The applicant assures the State that it will not subgrant any of the grant funds received to any of its officials or employees or the members of their families or to employees of the WVDO or members of the State Legislature in any contracts awarded for work to be performed.
- S. The applicant assures the State that it will maintain and have available for inspection on written request by the State all records kept on the project including bid documents, copies of all contracts, contractors' payrolls, time sheets, and invoices. The applicant further assures the State that it will schedule an audit of any grant funds to be included in its annual audit as performed by the State Tax Department.
- T. The applicant assures the State, by evidence of attaching a resolution, motion, or similar action passed by its governing body, that it has the legal authority to apply for this grant, commit any local matching shares, authorize the person signing the grant to act as an agent for the applicant to answer any questions by the State about the application, and to abide by the understandings and assurances described in this section.
- U. As the grantee, the county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with sub-grantees so that property and/or assets acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.

**SECTION 8. SIGNATURE AND RESOLUTION**

**This application must contain the following:**

- Application with Original Signature**
- Resolution by Unit of Local Government**
- Nonprofit Application Checklist with Original Signature – Required for Nonprofit Organizations**
- IRS 501(c) Determination Letter - Required for Nonprofit Organizations**

To the best of my knowledge, the information contained in this application is true and correct; the submission thereof has been duly authorized by the governing body; and the applicant will comply with the regulations, policies, guidelines and requirements outlined by the State of West Virginia. If the recipient is a nonprofit organization, the county or municipality certifies that this nonprofit organization is legally authorized to receive public funds.

Name: Sandy Slusher McDonald Title: Deputy County Administrator

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Mayor or County Commission President**  
**ORIGINAL SIGNATURE REQUIRED-USE BLUE INK**

**West Virginia Development Office**  
**Community Development Division**  
**Community Participation Grant Program**  
1900 Kanawha Boulevard, East Building 6, Room 553  
Charleston, West Virginia 25305  
Phone: 304-558-4010 Fax: 304-558-2246  
[www.wvcommerce.org](http://www.wvcommerce.org)



**COMMUNITY PARTICIPATION  
GRANT PROGRAM**

**State Regulation Checklist for Nonprofit Organizations**

**Must Be Submitted With Application for Funding for Nonprofit Organizations**

1. Local Government Agency: Jefferson County Commission Date of Application: 4-27-10  
 Project Title: FREEDOM'S RUN Chief Elected Official: Lyn Widmeyer, President  
 Amount of Grant: \$ 2000<sup>00</sup>  
 Form Completed By: \_\_\_\_\_ Phone: (304) \_\_\_\_\_ Fax: (304) \_\_\_\_\_

2. Nonprofit Organization: EASTERN AREA HEALTH EDUCATION CENTER Executive Director: Jay Bonelli  
 Street Address, City, Zip: 2500 FOUNDATION WAY MARTINSBURG WV 25401 Phone: (304) 269 9202 Fax: (304) 269 9092

- Federal nonprofit certification, 501c determination letter from Internal Revenue Service attached.
- Mission statement, brochure, or web pages explaining mission of the organization and services it provides attached.

**CERTIFICATIONS AND ASSURANCES**

**CHECK ITEMS 3-11 BELOW** to certify compliance with the following laws, regulations and requirements:

3.  **Competitive bids are required for purchases exceeding \$2,500 in cost.**  
 Competitive bidding requirements, at a minimum, are as follows:
 

• \$2,500 or less	• No bids required, however, competition is encouraged
• \$2,500.01 to \$5,000	• Three verbal bids documented on a verbal bid summary
• \$5,000.01 to \$25,000	• Three written bids required
• \$25,000 or more	• Class II Legal Ads required
4.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**  
*NA* Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.
5.  **State prevailing wages will be paid for all construction associated with this project, regardless of the cost.**  
*NA* West Virginia prevailing wages must be paid for all construction projects using state grant funds. All contractors must have a West Virginia contractor's license. These regulations apply to every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work. If federal funds are included, the highest rate (West Virginia or Davis-Bacon) will be paid. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
6.  **The following documents will be required for the release of grant funds.**
  - Copies of bids, quotes or verbal bid summary
  - Copy of legal ad, which must require prevailing wages for construction
  - Copies of certified payroll records for construction
  - Copies of invoices.
7.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**  
 As the grantee, the county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
8.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**  
 Funds provided to counties and municipalities for grants to nonprofit organizations are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
9.  **Professional services shall be obtained through a request for proposals.**  
 Architectural or engineering services shall be obtained in accordance with West Virginia Code §5G.
10.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**
11.  **The use of grant funds at/for private property or private gain is prohibited.**  
 Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Signature: [Handwritten Signature] Date: 3/24/10  
 Executive Director, Nonprofit Organization  
**ORIGINAL SIGNATURE REQUIRED-USE BLUE INK**

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAY 14 2004**

EASTERN AREA HEALTH EDUCATION  
CENTER INC  
2000 FOUNDATION WAY STE 2310  
MARTINSBURG, WV 25402

Employer Identification Number:  
35-2174239  
DLN:  
17053104050024  
Contact Person: JOHN J KOESTER ID# 31364  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
August 31  
Form 990 Required:  
Yes  
Addendum Applies:  
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the

Letter 947 (DO/CG)

EASTERN AREA HEALTH EDUCATION

part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

EASTERN AREA HEALTH EDUCATION

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Lois G. Leimer  
Director, Exempt Organizations  
Rulings and Agreements

Enclosure(s) :

**AHEC**  
Eastern  
Area Health  
Education Center

April 16, 2010

Jefferson County Commission,

The University Health Associates in cooperation with the Eastern Area Health Education Center have agreed to support Freedom's Run 2010 in the amount of \$7,500.00.

WVU Hospitals-East has also agreed to match our commitment. We feel the event and the local movement toward better community health in our region deserves our support.

Sincerely,



Jay Bonfili  
Executive Director

## School of Medicine

 Search: Eastern Health Sciences Center WVU 

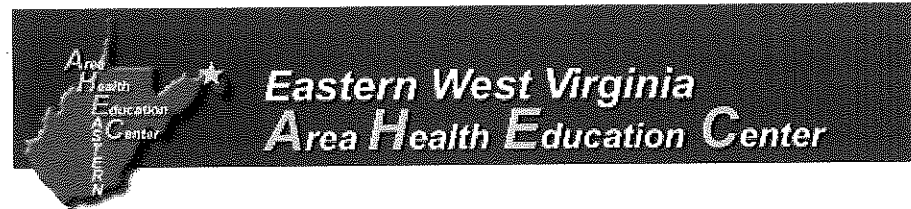
### [Eastern SoM Site Map](#)

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[SoM Home \(Charleston\)](#)
[SoM Home \(Eastern\)](#)
[SoM Home \(Eastern\)](#) > [Service to the State](#) > AHEC

[Printable Version](#)

## School of Medicine (Eastern)

### Area Health Education Center (AHEC)



The Eastern AHEC is the first of four Area Health Education Centers to become operational in West Virginia. West Virginia University (WVU) School of Medicine, in cooperation with Marshall University and the West Virginia School of Osteopathic Medicine, is establishing a statewide system of area health education centers with their purpose being seamless integration of graduate training programs in primary care with state-supported undergraduate health professions training programs within rural underserved communities.

- [Mission](#)
- [Administrative Office](#)
- [Board of Directors](#)
- [Employment / Health Careers](#)
- [Health Information / Case Studies](#)
- [Preceptorships](#)
- [Library Resources](#)
- [Contact Us](#)

### Mission

Central to the mission of the Eastern Area Health Education Center is service to the community. These services are provided in two ways:

1. The provision of service to the community via AHEC faculty and trainees.
2. The provision of education to the community via community-based outreach education. The Eastern AHEC's mission of service and education complements West Virginia University's land-grant mission of services to the state.

### The Eastern AHEC... Building Better Communities

The Area Health Education Center system in West Virginia complements a variety of on-going training efforts to improve the chronic problem of misdistribution of health care providers throughout the state. We will develop four regional area health education centers. Each having the unique mission of graduate medical and health professions education. This the Eastern AHEC will be the first of the four AHEC's to become operational. The following objectives will be utilized by all four AHEC's allowing for regional variations, to establish their educational programs:

Objective (1) Incorporate non-profit regional area health education center to coordinate, supplement, and focus graduate health professions education to enhance community recruitment and retention of primary care providers.

Objective (2) Strengthen rural faculty by linking existing primary care residency programs with RHEP sites where medical and other health science students are trained.

Objective (3) Integrate graduate-level interdisciplinary team "block" rotations (8 weeks) dealing with issues, clinical and community, typical of rural primary care practice.

Objective (4) Adapt distance and adult learning concepts, technology, and library support systems to maintain knowledge and skills among rural providers, faculty, and consumers through continuing education.

Objective (5) Expand an existing health careers program (HSTA) for underrepresented and disadvantaged students statewide by establishing an AHEC-piece of the career path from high school to primary care residency and to rural primary care practice.

Objective (6) Focus upon recruitment and retention efforts at the community level by directing all AHEC learning activities to increase the probabilities of successfully recruiting and retaining providers in underserved areas.

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## Administrative Office

- [Jay L. Bonfili Executive Director](#)
- [Mitch Jacques, MD President, Eastern AHEC Board of Directors](#)
- [Vanessa Linger Associate Director](#)
- [Konrad C. Nau, MD Chair, Eastern AHEC Performance Committee](#)

2000 Foundation Way, Suite 2310  
Martinsburg, WV 25401  
304-264-9202 voice  
304-264-9042 fax

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## Board of Directors

### **Berkeley County:**

Jon Applebaum, David Fant, Mitch Jacques, MD, Robert McMillan

### **Grant County:**

Robert Harman

### **Hardy County:**

Priya Anantharaman, MD

### **Jefferson County:**

Ralph Lorenzetti, Rusty Morgan, Konrad C. Nau, MD

### **Hampshire County:**

Lisa Hileman

### **Mineral County:**

Kerry Odell

### **Morgan County:**

Robert Knight

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## Employment / Health Careers

- [West Virginia University Health Sciences Placement Service](#)

For AHEC Eastern Division Employment please Contact: Vanessa Linger

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## Health Information / Case Studies

### WV Department of Health and Human Resources

provides information about Health and Human Resources for the State of West Virginia.

### WV Health Statistical Center

provides information by county pertaining to vital statistics.

### WV Bureau of Public Health

provides links to other related offices and divisions.

The community rotations of the Eastern AHEC will produce valuable education and training material. Much of this information will be presented in "case study" form.

- [Case Study 1: End-of-Life Care](#)
- [Case Study 2](#)
- [Case Study 3](#)

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## Library Resources

The Eastern Division is currently developing its own library and hopes to offer web availability in the near future. Other additional resources:

- [WVU Health Sciences Library](#)
- [West Virginia University's Libraries](#)

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WVU Hospitals-East & WVU Health Sciences Center-Eastern Division

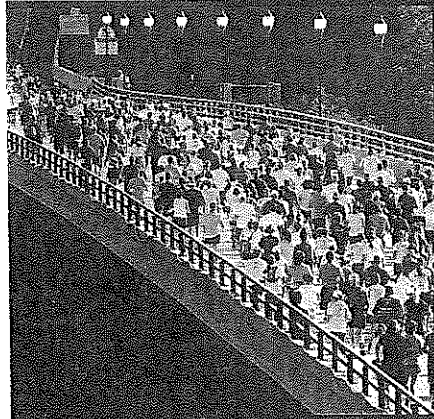
PRESENT

# FREEDOM'S RUN

AN EVENT FOR HEALTH & HERITAGE \* \* \* \* \*

## OCTOBER 2<sup>ND</sup> 2010

Marathon • Half Marathon • 10k • 5k • Kids Fun Run



From left to right: SHEPHERDSTOWN, WV • ANTIETAM NATIONAL BATTLEFIELD • C & O CANAL



**LOCATION:**  
Freedom's Run is located  
65 to 70 miles northwest of  
Washington DC & Baltimore  
in Shepherdstown, WV.

**FIVE EVENTS WELCOME RUNNERS & WALKERS  
OF ALL ABILITIES. SPAN FOUR NATIONAL PARKS:**  
*Harpers Ferry, the C&O Canal, Antietam Battlefield  
& Potomac Heritage Trail.*



**CORPORATE SPONSORS:**  
WVU Hospitals East  
WVU Eastern Education Division  
Newton Running  
Atayne Eco Friendly Shirts  
Bavarian Inn Shepherdstown  
Charles Town Races & Slots  
River Riders Harpers Ferry  
Shepherdstown Pedal and Paddle

The events allow runners and walkers to explore our land in a challenging and scenic **marathon** connecting all the National Parks of great consequence; a **half marathon** through Antietam and the C&O; a **5k & 10k** crossing the Potomac and coursing the C&O; a **kids fun run** touring historic Shepherdstown. Finish on Shepherd University football field.

**A RACE OF HISTORIC PROPORTIONS**  
To register visit [WWW.FREEDOMSRUN.ORG](http://WWW.FREEDOMSRUN.ORG)

#1

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## *RESOLUTION*

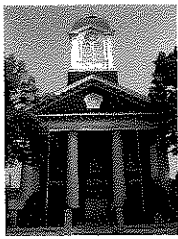
WHEREAS, The Jefferson County Commission has agreed to assist in the restoration of the Star Lodge/Locke House. The project will include electrical upgrades, a new heating system and other repairs as funds permit with funds partially through and made available through the Governor's Community Participation Grant Program and the West Virginia Development Office. The amount of the grant is \$14,000.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission does hereby accept the conditions of the contract between the West Virginia Development Office and the Jefferson County Commission and does hereby authorize the signatures of the President of the Commission.

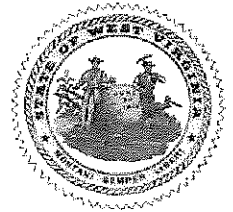
\_\_\_\_\_  
LYN WIDMYER  
PRESIDENT  
JEFFERSON COUNTY COMMISSION

DATED: \_\_\_\_\_

# THE COUNTY COMMISSION OF JEFFERSON COUNTY



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



Phone: 304/728-3284

www.jeffersoncountywv.org

Fax: 304/725-7916

Letter of Agreement  
Community Participation Grant Program  
between the  
Jefferson County Commission  
and the  
Star Lodge/Locke House

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the Jefferson County Commission and the Star Lodge/Locke House its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Star Lodge/Locke House to perform specific tasks through funding from the Governor's Community Participation Grant Program.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. The Jefferson County Commission will serve as funding agency for the Star Lodge/Locke House.
2. The Star Lodge/Locke House agrees to abide by the terms and conditions of the Governor's Community Participation Grant Program Contract between the West Virginia Development Office and the Jefferson County Commission as contained herein. (attached)
3. This agreement shall be signed by the authorized officers, agents or representatives of the Star Lodge/Locke House and the President of the Jefferson County Commission.

JEFFERSON COUNTY COMMISSION

\_\_\_\_\_  
President

STAR LODGE/LOCKE HOUSE

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**GOVERNOR'S COMMUNITY PARTICIPATION**

**GRANT PROGRAM CONTRACT**

between the

**WEST VIRGINIA DEVELOPMENT OFFICE**

and the

**JEFFERSON COUNTY COMMISSION**

**THIS AGREEMENT**, entered into this 1st day of July, 2008, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

**WITNESS THAT:**

**WHEREAS**, the WVDEVO has promised and agreed to assist the Grantee to perform such tasks hereafter described in the scope of services, which is to be partially financed by funds made available through the Governor's Community Participation Grant program.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

1. **Assistance of the Grantee.** The WVDEVO hereby agrees to assist the Grantee including all authorized officers, agents, and representatives, to perform such tasks and functions as set forth below in the scope of services.
2. **Scope of Services.** The Grantee, or its designated agent, shall do, perform and carry out, in a satisfactory and proper manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to enable the Black History Preservation Society to complete restoration and preservation work at the historic Locke House. The project will include electrical upgrades, a new heating system and other repairs as funds permit.
3. **Personnel.** The Grantee represents that it has, or will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.
4. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2008, and such duties shall be undertaken and completed in such sequences as to assure their expeditious completion in the light of the purpose of the Contract; but, in any event, all of the services required hereunder shall be completed by June 30, 2010. The completion date of this contract may only be extended by mutual written agreement of both parties dependent on the reappropriation of funds under the Governor's Community Participation Grant program. If no such agreement exists, the Grantee shall not receive payment for services rendered or work performed relative to this grant after June 30, 2010.

5. **Compensation.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$14,000. This amount constitutes complete compensation for all services rendered. In no instance shall the agreed upon compensation exceed \$14,000 without the written consent of the Governor of the State of West Virginia.

6. **Method of Payment.** In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee. Upon receipt of said documents, the WVDEVO shall review the same for reasonableness and appropriateness.

7. **Changes.** The WVDEVO and the Grantee may, from time to time, require changes in the scope of the services of the work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation and work to be performed, which are mutually agreed upon by and between the WVDEVO and the Grantee, shall be incorporated in written amendments to this Contract.

8. **Sub-Grantees and Reversion of Property.** The Grantee may administer funds on behalf of sub-grantees, provided that such a sub-grantee is certified as a nonprofit organization by the United States Internal Revenue Service and the West Virginia Secretary of State's Office. Should such a sub-grantee cease to exist, all commodities or supplies purchased with funds provided under the auspices of this Contract by or for the sub-grantee shall become the property of the Grantee.

9. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

**The Grantee shall solicit competitive, sealed bids for commodities and supplies related to this project which have an estimated value of over \$25,000. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination of this agreement under the provisions of Paragraph 28.** These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date.

The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. The Grantee shall have available upon request for review by the WVDEVO or its designated representative, bid documents and other evidence of compliance with these procedures.

10. **Project Wage Rates.** Every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work which involves the employment of any contractor and/or subcontractor necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such contract, must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost.**

The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code § 21-5A.

Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

Further, the Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bid documents. The Grantee shall also have available upon request for review by the WVDEVO or its designated representative, bid documents and other evidence of compliance including copies of contractor's payrolls.

11. **Construction.** The Grantee shall procure construction contracts in accordance with West Virginia Code §5-22-1. The state and its subdivisions shall, except as provided in this section, solicit competitive bids for every construction project exceeding \$25,000 in total cost.

Further, the receipt and utilization of funds procured under this agreement mandate that **ALL CONSTRUCTION CONTRACTS NECESSARY FOR THE UNDERTAKING AND COMPLETION OF THIS PROJECT, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code § 21-5A.**

The term construction shall mean any construction, reconstruction, improvement, enlargement, painting, decorating, or repair of any public improvement let to contract. These bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3. This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks preceding the final bid date.

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The Grantee shall designate the time and place for opening such construction bids in accordance with West Virginia Code §5-22-2.

12. **Bonding.** The Grantee shall secure bonding in accordance with West Virginia Code §5-22-1. All bids submitted pursuant to this chapter shall include a valid bid bond or other surety as approved by the state of West Virginia or its subdivisions. Following the solicitation of such bids, the construction contract shall be awarded to the lowest qualified responsible bidder, who shall furnish a sufficient performance and payment bond: provided, that the state and its subdivisions may reject all bids and solicit new bids.

In the procurement of contracts or subcontracts for construction of less than \$100,000, the Grantee shall follow local or State requirements relating to bid guarantees, performance bonds, and payment bonds, provided that the Grantee's and State's interests are adequately protected and that such contracts can be executed in a timely manner.

**In the procurement of contracts or subcontracts for construction that exceed \$100,000, the Grantee shall obtain the following:**

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. This bid guarantee shall consist of a firm commitment such as bid bond, certified check, or other negotiable instrument accompanying a bid that the bidder will, upon acceptance of the bid, execute the contractual documents as may be required with the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. This payment bond shall be executed in connection with a contract to assure payment is required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

13. **Architecture and Engineering**. The Grantee shall procure architectural or engineering services in accordance with of the West Virginia Code §5G. In the procurement of architectural and engineering services for projects estimated to cost \$250,000 or more, the Grantee shall publish a Class II legal ad in compliance with West Virginia Code §59-3. In the procurement of services for projects estimated to cost less than \$250,000, the Grantee shall conduct discussions with three or more professional firms.

14. **Design-Build**. The Grantee shall procure design-build projects in accordance with West Virginia Code §5-22A-1. This applies solely to building projects. Highways, water, sewer, and all other public works projects are specifically prohibited from using the design-build method.

15. **Environmental and Historical Assessment**. The Grantee shall comply with all applicable federal, state and local environmental and historical preservation laws and regulations. The Grantee acknowledges this requirement and certifies that the project will be in compliance with such laws and regulations.

16. **Equal Employment Opportunity**. With respect to employment in carrying out the program objectives, the Grantee agrees that it will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin, or physical handicap.

17. **Facilities Accessible to the Handicapped**. The Grantee shall require any facilities constructed under the auspices of this Contract to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A11/1-1961, as modified (41CFR101-17.1703 and (13CFR309.14)). The Grantee shall be responsible for conducting inspections to ensure compliance with these specifications.

18. **Facilities Operation**. The Grantee shall operate and maintain all facilities constructed under the auspices of this Contract in accordance with minimum standards as may be required or prescribed by the applicable federal, state and local statute, law, ordinance or regulation as to actual construction procedures, as well as maintenance and operation of such facilities upon completion.

19. **Interest of Members of WVDEVO and Others**. No officer, member or employee of the WVDEVO or officer, member or employee of the Grantee who exercises any function or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, nor shall any officer, member of, or

employee of, the Grantee or any member of its governing body, or officer, member, or employee of the contractor have any interest, direct or indirect, in this Contract or the proceeds thereof.

20. **Officials Not To Benefit.** No member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

21. **Inspections of Project Records.** At any time during normal business hours and as often as the WVDEVO or its designated representative may deem necessary, there shall be made available to the WVDEVO or its designated representative for examination, all of its records with respect to all matters covered by this Contract and permit the WVDEVO or its designated representative to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records and personnel, conditions of employment and other data relating to all matters covered by this Contract during the entire time period beginning with project approval and ending three years after the final disbursement of grant funds.

22. **Project Audits.** (a) The Grantee shall cause an audit of this program to be included in the audit of the Grantee performed by the West Virginia State Auditor's Office, Chief Inspection Division, or its designated representative in accordance with West Virginia Code

§6-9-7. The audit shall be performed in conformance with generally acceptable accounting procedures.

(b) In accordance West Virginia Code §12-4-14, if the grantee is not audited by the West Virginia State Auditor's Office and the grantee received state funds or grants in the amount of fifteen thousand dollars or more, the grantee shall file an audit of the disbursement of funds with the legislative auditor's office. The audit shall be filed within two years of the disbursement of funds or grants by the grantee and shall be made by an independent certified public accountant at the cost of the corporation, association or other organization, and must show that the funds or grants were spent for the purposes intended when the grant was made. State funds or audits of state funds or grants under fifteen thousand dollars (\$15,000) may be authorized by the joint committee on government and finance to be conducted by the legislative auditor's office at no cost to the grantee.

23. **Reporting.** The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress. Failure to provide such reports as required by WVDEVO in a timely manner shall be cause for termination of this Contract under the terms of Paragraph 7.

24. **Fiscal Management.** The Grantee shall be responsible for establishing and maintaining adequate procedures and internal financial controls governing the management and utilization of funds provided under this Contract, as well as funds provided as the Grantee's matching share.

25. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.

26. **Repayment.** The Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

27. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any

manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.

28. **Termination of Contract for Cause**. If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDEVO for damages sustained by the WVDEVO by virtue of any breach of the Contract by the Grantee, and the WVDEVO may withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages due the WVDEVO from the Grantee is determined.

29. **Termination for Convenience of WVDEVO**. The WVDEVO may terminate this Contract at any time by giving written notice to the Grantee of such termination and specifying the effective date of termination. If the Contract is terminated by the WVDEVO as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract, less payments of compensation previously made.

30. **Termination by the Grantee**. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. A project shall be deemed commenced when the Grantee makes any expenditure or incurs any obligation with respect to the project.

31. **Signing**. This Contract shall be signed by the Executive Director of the West Virginia Development Office and by the President of the Jefferson County Commission upon authorization of the Jefferson County Commission by adoption and passage of a resolution, motion or similar official action.

**IN WITNESS WHEREOF, the WVDEVO and the Grantee have executed this Agreement as of the date first above written.**

**STATE OF WEST VIRGINIA  
WEST VIRGINIA DEVELOPMENT OFFICE**

\_\_\_\_\_  
**Kelley M. Goes, Executive Director**

**JEFFERSON COUNTY COMMISSION**

By: \_\_\_\_\_

~~Dale Moner~~, President

*Lyn Widmyer*

Federal Employee Identification Number

55-6000333

\_\_\_\_\_  
F.E.I.N.

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March 10, 2010

RECEIVED

MAR 12 2010

The Honorable Dale Manuel  
President  
Jefferson County Commission  
Post Office Box 250  
Charles Town, West Virginia 25414

Jefferson County Commission

Dear Commissioner Manuel:

Congratulations on Governor Manchin's recent fiscal year 2009 Community Participation Grant award, in the amount of \$14,000 to the Jefferson County Commission to enable the Black History Preservation Society to complete restoration and preservation work at the historic Locke House. The project will include electrical upgrades, a new heating system and other repairs as funds permit. Enclosed with this correspondence is a state/local contract between the West Virginia Development Office and the Jefferson County Commission.

Please review this document carefully. As the grantee, the Jefferson County Commission is responsible for compliance with this contract, including all applicable laws referenced in the contract, such as those pertaining to prevailing wage rates and competitive bid procedures. **These requirements apply to any and all grants, including those dedicated to sub-grantees, such as nonprofit organizations.**

The contract period outlined in this contract will expire June 30, 2010, without written authorization from the West Virginia Development Office and the reappropriation of funds by the West Virginia Legislature.

**Once the Jefferson County Commission and legal counsel have reviewed the contract, the Jefferson County Commission must pass a formal resolution accepting the conditions of the contract and authorizing your signature on the last page.** We will be unable to process a grant agreement until a signed contract and resolution are returned to this office.

I am looking forward to working with you on this worthwhile project. If you have any questions, please contact me at (304) 558-4010.

Sincerely,

  
Brandi Blankenship  
Community Development Division

BB:kd

Enclosure

Project Number: 09CPGP0020

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## *RESOLUTION*

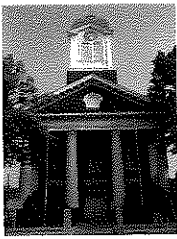
WHEREAS, The Jefferson County Commission has agreed to assist in the restoration of the Webb-Blessing House in Charles Town. The project will include replacement of the front steps, and interior and exterior repairs as funds permits for the Jefferson County Black History Preservation Society with funds made available through the Governor's Community Participation Grant program in the amount of \$2,000.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission does hereby accept the conditions of the contract between the West Virginia Development Office and the Jefferson County Commission and does hereby authorize the signatures of the President of the Commission.

\_\_\_\_\_  
LYN WIDMYER  
PRESIDENT  
JEFFERSON COUNTY COMMISSION

DATED: \_\_\_\_\_

# THE COUNTY COMMISSION OF JEFFERSON COUNTY



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



Phone: 304/728-3284

www.jeffersoncountywv.org

Fax: 304/725-7916

Letter of Agreement  
Governor's Community Participation Grant Program Contract  
between the  
Jefferson County Commission  
and the  
Jefferson County Black History Preservation Society  
Webb-Blessing House

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by the Jefferson County Commission and the Jefferson County Black History Preservation Society its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Jefferson County Black History Preservation Society to perform specific tasks through funding from the Governor's Community Participation Grant Program.

NOW, THEREFORE, the parties hereby mutually agree as follows:

1. The Jefferson County Commission will serve as funding agency for the Jefferson County Black History Preservation Society.
2. The Jefferson County Black History Preservation Society agrees to abide by the terms and conditions of the Governor's Community Participation Grant Program Contract between the West Virginia Development Office and the Jefferson County Commission as contained herein. (attached)
3. This agreement shall be signed by the authorized officers, agents or representatives of the Jefferson County Black History Preservation Society and the President of the Jefferson County Commission.

JEFFERSON COUNTY COMMISSION

\_\_\_\_\_  
President

JEFFERSON COUNTY BLACK HISTORY PRESERVATION SOCIETY

By: \_\_\_\_\_

Title: \_\_\_\_\_

**GOVERNOR'S COMMUNITY PARTICIPATION**

**GRANT PROGRAM CONTRACT**

**between the**

**WEST VIRGINIA DEVELOPMENT OFFICE**

**and the**

**JEFFERSON COUNTY COMMISSION**

**THIS AGREEMENT**, entered into this 1st day of July, 2008, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

**WITNESS THAT:**

**WHEREAS**, the WVDEVO has promised and agreed to assist the Grantee to perform such tasks hereafter described in the scope of services, which is to be partially financed by funds made available through the Governor's Community Participation Grant program.

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

1. **Assistance of the Grantee.** The WVDEVO hereby agrees to assist the Grantee including all authorized officers, agents, and representatives, to perform such tasks and functions as set forth below in the scope of services.
2. **Scope of Services.** The Grantee, or its designated agent, shall do, perform and carry out, in a satisfactory and proper manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to enable the Jefferson County Black History Preservation Society to continue restoration of the Webb-Blessing House in Charles Town. The project will include replacement of the front steps, and interior and exterior repairs as funds permit.
3. **Personnel.** The Grantee represents that it has, or will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.
4. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2008, and such duties shall be undertaken and completed in such sequences as to assure their expeditious completion in the light of the purpose of the Contract; but, in any event, all of the services required hereunder shall be completed by June 30, 2010. The completion date of this contract may only be extended by mutual written agreement of both parties dependent on the reappropriation of funds under the Governor's Community Participation Grant program. If no such agreement exists, the Grantee shall not receive payment for services rendered or work performed relative to this grant after June 30, 2010.

5. **Compensation.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$2,000. This amount constitutes complete compensation for all services rendered. In no instance shall the agreed upon compensation exceed \$2,000 without the written consent of the Governor of the State of West Virginia.

6. **Method of Payment.** In order to receive payments under the terms of this Agreement, the Grantee shall submit the following: (a) a Letter of Transmittal containing a progress report, and (b) a Request for Payment Financial Report. The final ten percent shall be made available upon submission of certification of completion and acceptance of the project by the Grantee. Upon receipt of said documents, the WVDEVO shall review the same for reasonableness and appropriateness.

7. **Changes.** The WVDEVO and the Grantee may, from time to time, require changes in the scope of the services of the work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Grantee's compensation and work to be performed, which are mutually agreed upon by and between the WVDEVO and the Grantee, shall be incorporated in written amendments to this Contract.

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9. **Competitive Bid Procedures.** Competitive bidding shall be pursued in all instances. The Grantee must follow the more stringent of either state or local purchasing regulations. The West Virginia Purchasing Division requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids, however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.

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The Grantee shall also, where feasible, solicit sealed bids by listing the project in the F. W. Dodge Reports, sending requests by mail to prospective suppliers or contractors, and by posting notice on a bulletin board in a public place. The Grantee shall have available upon request for review by the WVDEVO or its designated representative, bid documents and other evidence of compliance with these procedures.

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The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code § 21-5A.

Such provisions shall include the payment of the Fair Minimum Wage Rates as determined by the West Virginia Commissioner of Labor for each craft or classification of all workmen needed to perform the contract in the locality in which the public work is performed. For projects involving federal funds which are covered by the provisions of the Davis Bacon Act (40 U.S.C. 276-a 276a-5), the Grantee shall cause the contractor and/or subcontractors to pay the higher wage rate, federal or state.

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(b) A performance bond on the part of the contractor for 100 percent of the contract price. This performance bond shall be executed by the successful contractor in connection with the contract to secure fulfillment of the contractor's obligations under such contract.

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employee of, the Grantee or any member of its governing body, or officer, member, or employee of the contractor have any interest, direct or indirect, in this Contract or the proceeds thereof.

20. **Officials Not To Benefit.** No member of the Legislature of the State of West Virginia, or individual performing a service for the Grantee in connection with this project, shall be admitted to any share thereof or to any benefit to arise from this Agreement.

21. **Inspections of Project Records.** At any time during normal business hours and as often as the WVDEVO or its designated representative may deem necessary, there shall be made available to the WVDEVO or its designated representative for examination, all of its records with respect to all matters covered by this Contract and permit the WVDEVO or its designated representative to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records and personnel, conditions of employment and other data relating to all matters covered by this Contract during the entire time period beginning with project approval and ending three years after the final disbursement of grant funds.

22. **Project Audits.** (a) The Grantee shall cause an audit of this program to be included in the audit of the Grantee performed by the West Virginia State Auditor's Office, Chief Inspection Division, or its designated representative in accordance with West Virginia Code §6-9-7. The audit shall be performed in conformance with generally acceptable accounting procedures.

(b) In accordance West Virginia Code §12-4-14, if the grantee is not audited by the West Virginia State Auditor's Office and the grantee received state funds or grants in the amount of fifteen thousand dollars or more, the grantee shall file an audit of the disbursement of funds with the legislative auditor's office. The audit shall be filed within two years of the disbursement of funds or grants by the grantee and shall be made by an independent certified public accountant at the cost of the corporation, association or other organization, and must show that the funds or grants were spent for the purposes intended when the grant was made. State funds or audits of state funds or grants under fifteen thousand dollars (\$15,000) may be authorized by the joint committee on government and finance to be conducted by the legislative auditor's office at no cost to the grantee.

23. **Reporting.** The Grantee shall submit any reports requested by the WVDEVO concerning financial status and program progress. Failure to provide such reports as required by WVDEVO in a timely manner shall be cause for termination of this Contract under the terms of Paragraph 7.

24. **Fiscal Management.** The Grantee shall be responsible for establishing and maintaining adequate procedures and internal financial controls governing the management and utilization of funds provided under this Contract, as well as funds provided as the Grantee's matching share.

25. **Political Activity.** No officer or employee of the Grantee whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this agreement shall take part in any of the activities expressly prohibited by the Hatch Act.

26. **Repayment.** The Grantee shall refund to the State any expenditures determined to be made for an ineligible purpose for which State funds were received.

27. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any

manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.

28. **Termination of Contract for Cause.** If, through any cause, the Grantee shall fail to fulfill in a necessary and proper manner his obligations under this Contract, or if the Grantee shall violate any of the covenants, agreements, or stipulations of this Contract, the WVDEVO shall thereupon have the right to terminate this Contract by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least fifteen days before the effective date of such termination. The Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on the described project.

Notwithstanding the above, the Grantee shall not be relieved of liability to the WVDEVO for damages sustained by the WVDEVO by virtue of any breach of the Contract by the Grantee, and the WVDEVO may withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages due the WVDEVO from the Grantee is determined.

29. **Termination for Convenience of WVDEVO.** The WVDEVO may terminate this Contract at any time by giving written notice to the Grantee of such termination and specifying the effective date of termination. If the Contract is terminated by the WVDEVO as provided herein, the Grantee will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Grantee covered by this Contract, less payments of compensation previously made.

30. **Termination by the Grantee.** The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. A project shall be deemed commenced when the Grantee makes any expenditure or incurs any obligation with respect to the project.

31. **Signing.** This Contract shall be signed by the Executive Director of the West Virginia Development Office and by the President of the Jefferson County Commission upon authorization of the Jefferson County Commission by adoption and passage of a resolution, motion or similar official action.

**IN WITNESS WHEREOF, the WVDEVO and the Grantee have executed this Agreement as of the date first above written.**

**STATE OF WEST VIRGINIA  
WEST VIRGINIA DEVELOPMENT OFFICE**

\_\_\_\_\_  
**Kelley M. Goes, Executive Director**

**JEFFERSON COUNTY COMMISSION**

By: \_\_\_\_\_  
~~Dale Manuel, President~~  
*Lyn Widmyer*

Federal Employee Identification Number

\_\_\_\_\_  
*55-6000333*

F.E.I.N.



WEST VIRGINIA DEVELOPMENT OFFICE

1900 Kanawha Boulevard, East • Charleston, WV 25305-0311  
(304) 558-2234 • (800) 982-3386  
www.wvopenforbusiness.com

March 1, 2010

RECEIVED

MAR 04 2010

Jefferson County Commission

The Honorable Dale Manuel  
President  
Jefferson County Commission  
Post Office Box 250  
Charles Town, West Virginia 25414

Dear Commissioner Manuel:

Congratulations on Governor Manchin's recent fiscal year 2009 Community Participation Grant award, in the amount of \$2,000 to the Jefferson County Commission to enable the Jefferson County Black History Preservation Society to continue restoration of the Webb-Blessing House in Charles Town. The project will include replacement of the front steps, and interior and exterior repairs as funds permit. Enclosed with this correspondence is a state/local contract between the West Virginia Development Office and the Jefferson County Commission.

Please review this document carefully. As the grantee, the Jefferson County Commission is responsible for compliance with this contract, including all applicable laws referenced in the contract, such as those pertaining to prevailing wage rates and competitive bid procedures. **These requirements apply to any and all grants, including those dedicated to sub-grantees, such as nonprofit organizations.**

The contract period outlined in this contract will expire June 30, 2010, without written authorization from the West Virginia Development Office and the reappropriation of funds by the West Virginia Legislature.

**Once the Jefferson County Commission and legal counsel have reviewed the contract, the Jefferson County Commission must pass a formal resolution accepting the conditions of the contract and authorizing your signature on the last page.** We will be unable to process a grant agreement until a signed contract and resolution are returned to this office.

I am looking forward to working with you on this worthwhile project. If you have any questions, please contact me at (304) 558-4010.

Sincerely,

  
Brandi Blankenship  
Community Development Division

BB:kd

Enclosure

Project Number: 09LEDA0227

#8

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**AGENDA REQUEST FORM**

Name: Mark Shields

Department or Entity: Jefferson County Board of Health / Jefferson County Water Advisory Committee

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: 06-May-2010

Date Requested – 2<sup>nd</sup> Choice: 13-May-2010

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

Subject: **Septic tank pumping and drain field inspection every 5 years.**

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

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Jefferson County shall make it a requirement by the year 2015 that all owners of an on-site treatment system will have the septic tank pumped out or inspected at lease every 5 years. Drain field inspections are required to be completed by a County Sanitarian every 5 years.**

Attachments: 1

## **Proposal to the County Commission, Jefferson County, WV**

**By:**

**Board of Health; Jefferson County, West Virginia,**

**Water Advisory Committee; Jefferson County, West Virginia,**

The Jefferson County Board of Health (JCBOH) together with the Jefferson County Water Advisory Committee (JCWAC) has determined that the county should begin to implement a program that requires owners of an on-site sewage treatment system to have the septic tank pumped out or inspected at least once every five years. In addition, the county should implement the requirement of a septic system drain field evaluation before the septic tank is pumped and inspected. The drain field evaluation should be performed by a County Sanitarian.

The septic tank pumping and tank inspection requirement will be performed by a private sewage hauler who has been certified by the West Virginia Department of Health. Payment of the cost of septic tank inspections and pumping will be the responsibility of the Property owners. This requirement will apply to existing homes and businesses, as well as any new development.

The requirements regarding implantation of this program will be performed gradually through citizens' education programs and then become a requirement in July 2015 with overseeing compliance for inspection of drain fields and pumping of septic tank wastes being done by the Jefferson County (WV) Department of Health (JCDOH).

The purpose of the Drain Field-Septic System Inspection Program (DFSSIP) [Dif-Sip] is to protect the ground water and surface water quality of the county and surrounding areas. Throughout Jefferson County, WV, water moves quickly through the soils, reaches the ground water table, and moves laterally into creeks, rivers and ultimately, the Chesapeake Bay. The county's varying superficial geology, water table, soil types and karst formations result in a considerable amount of ground water inflow into surface waters. Failing septic tanks can lead to both groundwater contamination (well water) as well as surface water contamination.

The County could have 5 years to complete this initial implementation. It is proposed that the county is divided into 5 zones by Zip Code in order to begin the education and notification process. Each zone's notification could be mailed out with the Property Tax notification. Residents and landowners would have until the end of the fiscal year (June 30th of the following year) to comply once the requirement is in place (July 2015). Property owners identified to be within any scheduled plan to be served by a public sanitary sewer within the next five (5) years will not be required to comply.

In lieu of requiring proof of septic tank pump-out every five years, the JCDOH may allow owners of on-site sewage treatment systems to submit documentation every five years, certified by a sewage handler permitted by the West Virginia Department of Health, that the septic system has been inspected, is functioning properly, and the tank does not need to have the effluent or

sediments pumped out of it. NOTE: Onsite drain field inspections will still be required to be performed by a county sanitarian.

It is hoped that with 5 years to plan and implement this proposal that all requirements and details can be accomplished. This would include adequate staff for the JCDOH for drain field inspections.

The JCDOH has researched this proposal and believes that the county can implement the program with minimal impact over the next five years.

Septic haulers have presented information to the JCBOH that confirmed the county has the private resources for the tank pumping and inspection process. It has further been determined that there is an adequate disposal site for the septage (the liquid and solid material pumped from a septic tank, cesspool, or similar domestic sewage treatment system, or a holding tank when the system is cleaned or maintained.) within the county.

It is proposed that the requirement start in five years and the requirement repeat every 5 years.

Mail-Out Dates of the initial requirement should take place this year.

- July 1, 2010 – Zone 1 Zip Codes 25442(SDJ), 25410(BKT), 25432(MLV)
- July 1, 2011 – Zone 2 Zip Codes 25443(SPT), 25423(HLT)
- July 1, 2012 – Zone 3 Zip Code 25430(KNV), 25438(RNS)
- July 1, 2013 – Zone 4 Zip Code 25414(CTN), 25446(SMP), 25441(RIP)
- July 1, 2014 – Zone 5 Zip Code 25425(HPF)

Zone 1 Drain field inspections would begin on July 1, 2015. Those Property owners would be required to have (or show) septic tank pumping by June 30, 2016. The other zones would follow in the following years. Zone 1 would be re-inspected starting July 1, 2020.

Enforcement should be obtained through the appropriate state agency. West Virginian Department of Environmental Protection (WVDEP) is responsible for water and waste management programs under the authority of the 1991 Groundwater Protection Act and the U.S. Environmental Protection Agency. WVDEP also has a program to help people with failed septic systems through an **On-site Systems Loan Program**. With this program loans up to \$10,000 are available to eligible borrowers to install, repair or replace malfunctioning septic systems. This program can also cover the cost connect to a public treatment system.

West Virginia Department of Health and Human Resources is responsible for regulating septic systems and licensing contractors.

#### **COST ISSUES:**

Payment of the cost of septic tank inspections and pumping will be the responsibility of the Property owners. Estimated cost is approximately \$250-\$350 depending on the size of the tank. Starting now, saving just 25 cents per day by the property owner will pay for this requirement.

Drain field inspections will be performed by the JCDOH. It is estimated that there are over 20,000 septic systems currently in the county. As an estimate, it is proposed to work from 22,000 drain fields (5 years growth). Therefore 22,000/5years equals 4400 fields will need to be inspected each year. This will equate to approximately 18 drain fields per day. With the growth of the county over the next five years and this inspection requirement, it is estimated that additional Health Department Sanitarians will be required. For example, Fairfax County, VA currently has a 5 year inspection program in place. The staff for this program consists of two supervisors, three reviewers of plans and proposals as well as soil consultant. There are two additional senior field personnel and eight field staff. Database production and maintenance needs to be considered.

Verification of the pump out should be sent to the County Health Department with a form attached to the notification letter. The septic tank hauler should provide Property owners with a certificate, which would serve as verification of tank pumping. Property owners should only hire sewage haulers who are licensed and certified by the WV Health Department.

Of most concern for the JCBOH is the current JCDOH records for well and septic systems are only in paper form. Consideration should be made for upgrading data information into a comprehensive digital form to include future GIS and GPS information.

It is proposed that at the time of the inspections that GPS data is obtained regarding location of drain fields, septic tank clean out and water well head location. GPS equipment will be required.

Water testing (for coliforms) would be offered to landowners if requested. Payment of the cost of water testing would be the landowners' responsibility.

Septic Enforcement is currently achieved under WV Title 64 WVDHHR Series 47 (adopted 2003). Specific sections include:

- 16-1-6...power to make inspection...usually by written (signed) complaint
- 16-1-9...well or septic cannot be installed without first obtaining a permit from health dept.
- 16-1-17...right of entry to sites for inspectors
- 16-1-18...fine by magistrate judge for violations \$50.00-\$500.00

The JCBOH and the JCWAC suggest that the County Commission insure that the requirements for the 1987 Chesapeake Bay Protection Act be considered as well as future requirements regarding Chesapeake Bay initiatives.

END

#9

Commission Office Use Only	
Date on Agenda:	
Appt Time or New Business:	10:45 AM 5/6/10

**AGENDA REQUEST FORM**

Name: Roger Goodwin

Department or Entity: Engineering

Estimation of amount of time needed for appointment: 1 hour work session

Date Requested – 1<sup>st</sup> Choice: April 29, 2010

Date Requested – 2<sup>nd</sup> Choice: May 6<sup>th</sup>

If a specific date is needed, please provide reason for specific date:  
To be able to notify the Board members in the event they would like to be present for the work session.

Subject: Proposed Jefferson County Property Safety Ordinance amendments.

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

The Property Safety Enforcement Agency Board would like the County Commission to consider allowing quarterly meetings as opposed to monthly meetings due to the low public participation. See memorandum dated April 1, 2010 and proposed ordinance amendments.

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


To adopt the proposed amendments to Article 3.1 and Article 7 of the Jefferson County Property Safety Ordinance, as presented.

Attachments: April 1, 2010 Memorandum outlining proposed amendments  
Jefferson County Property Safety Ordinance with proposed amendments

## MEMORANDUM

Jefferson County, West Virginia  
Engineering Department

TO: County Commission of Jefferson County

FROM: Roger Goodwin   
Chief County Engineer

DATE: April 01, 2010

SUBJECT: Property Safety Ordinance

Attached is the amended Property Safety Ordinance that was previously submitted to the County Commission for their consideration of adoption. The ordinance contains an amendment to Section 3.1, "Meetings," to give more flexibility to the board in scheduling meetings. The reason for this request is as follows:

Since the adoption of the Property Safety Ordinance in 1999, the board has investigated and resolved 95 of 95 cases/complaints. The number of complaints/cases has dropped significantly since year 2001. The resolution of complaints has resulted in a decrease in the inventory of properties that are violations under this ordinance, and has averaged 4 cases per year over the past five years.

At the September 27, 2006, meeting of the Property Safety Enforcement Agency, the board discussed the possibility of changing the meeting requirements. The board believes that the ordinance requirement to meet monthly is not necessary as we do not have any public attendance at most of our meetings and/or there are no complaints or investigations that need to be discussed. Therefore, the board passed a motion to approach the County Commission with a request to amend the Property Safety Ordinance to allow the board to set its own meeting requirements with a minimum requirement of meeting on a quarterly basis.

The state enabling legislation (State Code, Chapter 7-1-3ff) does not set a meeting requirement; however, the current Property Safety Ordinance, Section 3.1(a) states:

*"The members of Enforcement Agency shall meet one evening a month in public session."*

The proposed ordinance amendment gives the board more latitude in setting meeting requirements by amending Section 3.1 (a) to read as follows:

*"The members of the Enforcement Agency shall meet, at a minimum, on a quarterly basis in public session; and may schedule additional monthly meetings, as deemed necessary by the Enforcement Agency, in accordance with the by-laws."*

The board believes amending the ordinance will eliminate unnecessary meetings while still giving the board the flexibility to respond to citizen complaints in a timely manner. If the need arises for the board to meet more frequently, the by-laws allow the board to call additional "special meetings."

Attached is a copy of the ordinance with the changes highlighted in yellow (see pg. 14 & 31). The Property Safety Enforcement Agency board is requesting that the County Commission adopt the proposed ordinance amendment.

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**JEFFERSON COUNTY**

**West Virginia**

**PROPERTY SAFETY ORDINANCE**

**Proposed Amendment - November 10, 2009**

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**(See Article 3, Section 3.1, and Article 7)**

AN ORDINANCE REGULATING THE REPAIR, ALTERATION OR IMPROVEMENT, OR THE VACATING AND CLOSING OR REMOVAL OR DEMOLITION, OR ANY COMBINATION THEREOF, OF ANY DWELLINGS OR OTHER BUILDINGS UNFIT FOR HUMAN HABITATION DUE TO DILAPIDATION, DEFECTS INCREASING THE HAZARD OF FIRE, ACCIDENTS OR OTHER CALAMITIES, OR ANY OTHER CONDITIONS PREVAILING IN ANY DWELLING OR BUILDING, WHETHER USED FOR HUMAN HABITATION OR NOT, WHICH WOULD CAUSE SUCH DWELLINGS OR OTHER BUILDINGS TO BE UNSAFE, UNSANITARY, DANGEROUS OR DETRIMENTAL TO THE PUBLIC SAFETY OR WELFARE, WHETHER THE RESULT OF NATURAL OR MANMADE FORCE OR EFFECT; AND AN ORDINANCE REGULATING THE REMOVAL AND CLEAN UP OF ANY ACCUMULATION OF REFUSE OR DEBRIS, OR TOXIC SPILLAGE OR TOXIC SEEPAGE LOCATED ON PRIVATE LANDS WHICH IS DEEMED TO BE UNSAFE, UNSANITARY, DANGEROUS OR DETRIMENTAL TO THE PUBLIC SAFETY OR WELFARE WHETHER THE RESULT OF NATURAL OR MANMADE FORCE OR EFFECT; AND AN ORDINANCE DESIGNATING AN ENFORCEMENT AGENCY AND FAIR AND EQUITABLE RULES OF PROCEDURES AND STANDARDS TO GUIDE THE ENFORCEMENT AGENCY AND ITS AGENTS IN CONDUCTING INVESTIGATIONS HEREUNDER; AND AN ORDINANCE PROVIDING FOR FAIR AND EQUITABLE RULES OF PROCEDURE FOR INSTITUTING AND CONDUCTING HEARINGS IN SUCH MATTERS BEFORE THE COUNTY COMMISSION, AND THE BURDEN OF PROOF TO BE MET BY THE ENFORCEMENT AGENCY IN THE PRESENTATION OF ITS EVIDENCE AND THE FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDERS WHICH MAY BE MADE BY THE COUNTY COMMISSION; AND AN ORDINANCE

PROVIDING FOR VARIOUS REMEDIES FOR FAILURE OF THE PROPERTY OWNER OR OWNERS TO COMPLY WITH THE ORDERS OF THE COUNTY COMMISSION; AND AN ORDINANCE PROVIDING FOR AN APPEAL OF THE DECISIONS AND ORDERS OF THE COUNTY COMMISSION TO THE CIRCUIT COURT; AND AN ORDINANCE PROVIDING FOR THE COUNTY COMMISSION TO ENFORCE ITS ORDERS BY CONTRACTS WITH INDEPENDENT CONTRACTORS TO MAKE THE ORDERED REPAIRS, ALTERATIONS, IMPROVEMENTS, DEMOLITIONS, REMOVAL OR CLEAN UP; AND AN ORDINANCE PROVIDING FOR THE ENFORCEMENT OF COUNTY COMMISSION ORDERS AND CONTRACTS IN CIRCUIT COURT, SUBJECTING THE PROPERTY IN QUESTION TO A LIEN FOR THE AMOUNT OF THE CONTRACTOR'S COSTS IN CARRYING OUT THE COMMISSIONS ORDERS AND CONTRACT, TOGETHER WITH ANY DAILY CIVIL MONETARY PENALTY IMPOSED, COURT COSTS AND REASONABLE ATTORNEY FEES AND FOR THE SALE OF THE SUBJECT PROPERTY TO SATISFY THIS LIEN.

---

## **BE IT ORDAINED AND ORDERED**

BY THE COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA, A PUBLIC BODY CORPORATE OF JEFFERSON COUNTY, WEST VIRGINIA, AS FOLLOWS:

**ARTICLE 1. AUTHORITY, EFFECTIVE DATE, TITLE, PURPOSE, JURISDICTION AND SEVERABILITY**

**Section 1.0 Authority**

This ordinance is adopted by virtue of the authority granted in Chapter Seven (7), Article One (1) Section three ff (3ff) of the Code of West Virginia as amended.

**Section 1.1 Effective Date**

This ordinance shall become effective thirty (30 ) days after the date on which the County Commission of Jefferson County, West Virginia acts to adopt it.

**Section 1.2 Title**

This ordinance shall be titled as cited as the Jefferson County Property Safety Ordinance.

**Section 1.3 Purpose**

The purpose of this ordinance is to promote the public safety or welfare of Jefferson County, West Virginia by requiring, as the case may be, the repair, alteration, improvement, vacating, closing, removal or demolition of dwellings or other buildings, or any combination thereof, unfit for human habitation due to dilapidation, defects increasing the hazard of fire, accidents or other calamities, or other conditions prevailing in any dwelling or building, whether used for human habitation or not, which would cause such dwellings or other buildings to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare, whether the result of natural or manmade force or effect, exclusive of buildings utilized for farm purposes on land actually being used for farming; and by requiring, as the case may be, the removal and clean up of any accumulation of refuse or debris or toxic spillage or toxic seepage located on private lands which is determined to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare whether the result of natural or manmade force or effect.

**Section 1.4 Jurisdiction**

This ordinance shall apply to all properties within Jefferson County, West Virginia, exclusive of the incorporated towns and cities, properties of the United States Government, and of the West Virginia State Government and any incorporated Town or City.

**Section 1.5 Severability**

Should any article, section, subsection or provision of this ordinance be declared by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the ordinance as a whole or any part thereof other than the part so declared to be invalid or unconstitutional.

## ARTICLE 2. DEFINITIONS

### Section 2.0 Interpretation

For the purpose of this ordinance, the following interpretations shall apply:

- (a) Words used in the present tense include the future.
- (b) The singular includes the plural.
- (c) The plural includes the singular.
- (d) The word *Aperson@* includes a corporation, unincorporated association or partnership, chartered associations, partnerships, natural persons, joint ventures, joint stock company, club, company, business trust, or the manager, agent, servant, officer or employee of any of them.
- (e) The term *Ashall@* is mandatory and the term *Amay@* is permissive.
- (f) The word *Acounty@* shall refer to Jefferson County, West Virginia.

### Section 2.1 Definitions

#### **Blighted Area**

*ABlighted area@* shall mean an area (other than a slum area) which by reason of the predominance of defective or inadequate street layout, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site improvement, diversity of ownership, tax or special assessment delinquency exceeding the fair value of the land, defective or unusual conditions of title, improper subdivision or obsolete platting, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, substantially impairs or arrests the sound growth of the community, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition and use.

Building	Any structure on a parcel of land that has one or more walls.
Commission	The County Commission of Jefferson County, West Virginia.
Commissioner	An elected member of the County Commission of Jefferson County, West Virginia.
Condemn	To adjudge unfit for use or occupancy.
County Board of Health	An agency of local government either created pursuant to Chapter 16, Article 2 or Chapter 16, Article 2A of the Code of West Virginia to oversee the health needs of the citizens of a county in accordance with law.
County Engineer	An engineer employed by Jefferson County Government, who is a member of the Enforcement Agency and who is registered by the West Virginia Board of Registration of Professional Engineers as a Professional Engineer@.
County Health Officer	A physician appointed by the County Board of Health pursuant to Chapter 16, Article 2A, Section 4 of the Code of West Virginia, or a physician appointed by the direction of the West Virginia Department of Health pursuant to Chapter 16, Article 2, Section 1 of the Code of West Virginia, who is a member of the Enforcement Agency.
Dilapidated	Falling to pieces or into disrepair; broken down; shabby and neglected.
Disaster	A Disaster@ means the occurrence or imminent threat of

widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake, wind, snow, storm, chemical or oil spill or other water or soil contamination, epidemic, air contamination, blight, drought, infestation or other public calamity requiring emergency action.

**Deed** A written instrument, signed and delivered by which a person transfers and conveys title to real estate to another person.

**Deed of Trust** A written instrument by which legal title to real estate is placed in one or more trustees to secure the payment of a sum of money or the performance of other conditions, which serves the purpose and function of a mortgage.

**Easement** A lawfully acquired right or privilege to use a parcel of land or portion thereof for a specified purpose such as a road.

**Enforcement Agency** An Enforcement Agency is that agency of Jefferson County Government charged under Chapter 7, Article 1, Section 3ff of the Code of West Virginia with the investigation and enforcement of violations of that statute and this ordinance. Its membership includes: County Engineer, County Health Officer, Sheriff, an appointed Fire Chief and two other members at large. The Sheriff is an ex officio member.

**Flood-Prone Area** Areas subject to inundation by the one hundred year flood as determined by the Flood Insurance Study prepared by the Federal Insurance Administration for Jefferson County.

**Garbage** The animal and vegetable waste resulting from handling, preparation, cooking and consumption of food.

Historic Site	Any lot, parcel, historic structure or designated area which has been listed on the West Virginia or National Register of Historic Places.
Judgment Lien	A claim, encumbrance or charge on property for payment of some debt, obligation or duty owed to another person as decreed by a court of law and recorded among the land records of Jefferson County.
Motor Vehicle	Any vehicle which is self-propelled by use of internal combustion engine or by electrical engine which is intended to be driven upon a highway.
Motor Vehicle, Junked	Any motor vehicle which is discarded, wrecked, ruined, scrapped or dismantled which would not pass the State of West Virginia motor vehicle inspection laws and which is not serving a reasonable functional use or purpose or is not inside an enclosed building.
Owner	A person who holds legal title to any real estate or personal property.
Public Body	Public body shall mean the state or any municipality, county, township, board, commission, authority, district or any other subdivision or public body of the State.
Public Safety Or Welfare	A condition of well being, health and safety of a significant number of people in an area, neighborhood or community.
Real Property	Real Property shall include all lands including improvements and fixtures thereon and property of any nature appurtenant thereto or used in connection therewith, and every estate,

interest and right, legal or equitable therein including terms for years.

Refuse	Anything thrown away or rejected as worthless or useless; waste; trash; rubbish.
Right-of-Way	A right which grants passage across or through a property. A right-of-way is also the (usually dimensioned) path along which the right of passage is granted.
Road	A prepared surface within a right-of-way which is intended for vehicular use. Road does not include shoulders.
Rubbish	Combustible and noncombustible waste materials and the term shall include garbage, the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, cartons, boxes, wood excelsior, rubber, leather, tree branches, yard clippings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.
Salvage	Old or scrap copper, brass, rope, rags, batteries, paper, rubber, trash, waste, junked, dismantled or wrecked machinery, machine or motor vehicles or any parts of any junked, dismantled or wrecked machinery, machines or motor vehicles, iron, steel, and other old or scrap ferrous or nonferrous materials.
Salvage Yard	Any place which is maintained, operated or used or the storing, keeping, buying, selling, or processing of salvage, or for the operation and maintenance of a motor vehicle graveyard, and the term shall also include garbage dumps

and sanitary landfills. Any collection of three or more junked motor vehicles, or combination of ferrous or nonferrous materials together with one or more junked motor vehicles, or a collection or any salvage contained in an area more than one quarter acre in size, shall be considered a salvage yard.

**Solid Waste  
Disposal Facility**

Any facility established, modified or operated for the purpose of the disposal of solid waste as defined by West Virginia Department of Natural Resources, Legislative Regulations for Solid Waste Management, as amended.

**Structure**

Anything constructed, the use of which requires fixed location on the ground; or, anything attached to something having such location. A structure does not include fences, individual driveways, or retaining walls. Structures do include prefabricated buildings even if they are not anchored to the ground.

**Slum Area**

A Slum area shall mean an area in which there is a predominance of buildings or improvements (or which is predominantly residential in character), and which, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation, or open spaces, high density of population and overcrowding, or the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, is conducive to ill health, transmission of disease, infant

mortality, juvenile delinquency and crime, and is detrimental to the public health, safety, morals or welfare.

**Subdivision**

The partition or division of land into two or more lots, tracts, parcels, plots, sites, areas, units, interests or other division of land, for the purpose, whether immediate or future, of offer, sale, lease, transfer of ownership, building construction, development, or land use. Subdivision applies to all forms of development including residential, commercial and industrial and includes the division of land either by deed, deed of trust, contract of sale, metes and bounds description, devise, intestacy, lease, map, plat or other instrument, or by act of construction or land use. Subdivision includes re-subdivision and, when appropriate to the context, shall relate to the land subdivided.

**Toxic Substance**

Means any substance which because of its quantity, concentration or physical, chemical or infectious characteristics may (1) cause, or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating or reversible illness; or (2) pose a substantial present or potential hazard to human health exclusive of any application of substances for bona fide farming operations.

Ventilation

The natural or mechanical process of supplying conditioned or unconditioned air to or removing air from any space.

## ARTICLE 3. ENFORCEMENT AGENCY

### Section 3.0 Membership

The Enforcement Agency shall consist of the following members: County Engineer, County Health Officer or his or her designee, a Fire Chief from a county fire company and two members of the general public. The Sheriff of Jefferson County shall serve as an ex-officio member of the Enforcement Agency. The County Commission shall select and appoint two members of the general public to serve two year terms and shall select and appoint a Fire Chief from a county fire company to serve a 1.5 year term.

### Section 3.1 Meetings

- (a) The members of the Enforcement Agency shall meet, at a minimum, on a quarterly basis in public session; and may schedule additional monthly meetings, as deemed necessary by the Enforcement Agency, in accordance with the by-laws.
- (b) At the first meeting of the Enforcement Agency and on the one (1) year anniversary date thereafter, the members of the Enforcement Agency shall appoint: one of its members to serve as its President, and one of its members to serve as its Vice-President and one of its members to serve as its Secretary. Each member so appointed to the office of President, Vice-President or Secretary shall serve a one (1) year term of office or until replaced.

- (c) Three members of the Enforcement Agency in attendance at the monthly meeting shall constitute a quorum.
- (d) Meetings of the Enforcement Agency shall be conducted generally in accordance with Roberts Rules of Order.
- (e) At the monthly public meeting, the Enforcement Agency shall receive complaints from the general public concerning: dwellings or other buildings or any combination thereof that may be unfit for human habitation due to dilapidation, defects increasing the hazard of fire, accidents or other calamities, or any other conditions prevailing in these dwellings or other buildings whether used for human habitation or not, which would cause such dwellings or other buildings to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare whether the result of natural or manmade force or effect; and complaints concerning accumulation of refuse or debris or toxic spillage or toxic seepage located on private lands which may be deemed to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare whether the result of natural or manmade force or effect.
- (f) The members of the Enforcement Agency may, if a quorum is present, by a majority vote of those present accept the complaint for investigation by the Enforcement Agency.
- (g) Upon the completion of the investigation of the citizen=s complaint, and without further public input, the members of the Enforcement Agency, relying upon the investigation report of the Enforcement Agency staff, by a majority

vote of those members present in public session may:

- (1) dismiss the citizen=s complaint; or
- (2) continue the matter over until a later monthly meeting to permit further investigation; or
- (3) adopt an agreement to remedy deficiencies and continue the matter over until a later monthly meeting to permit the property owner time to remedy deficiencies in accordance to an agreement between the Enforcement Agency and the property owner; or
- (4) continue the matter over until a later monthly meeting; or
- (5) determine that the dwelling, building, accumulation of refuse or debris, toxic spillage, or toxic seepage is unsafe, unsanitary, dangerous or detrimental to the public safety or welfare and should be repaired, altered, improved, vacated, removed, closed, cleaned up or demolished as the case may be and direct the County Engineer to initiate proceedings before the County Commission by petition/complaint to seek an order of the County Commission: requiring the property owner to repair, alter, improve, vacate, remove, close, clean up or demolish the dwelling or building in question within a reasonable time; or to remove or clean up any accumulation of refuse or debris or toxic spillage or toxic seepage within a reasonable time; and to impose daily civil monetary penalties upon the property owner who fails to obey the order of the County Commission; and if necessary, to request that the County Commission advertise for and

seek a contractor to make the ordered repairs, alterations, improvements, demolition, removal or clean up; and to institute a civil proceeding in the Circuit Court of Jefferson County, West Virginia to subject the private land in question to a lien to satisfy: the contractor=s costs in making the ordered repairs, alterations, improvements, demolition, removal or clean up; the daily civil monetary penalty imposed; reasonable attorney fees and court costs expended and to order the private land in question sold to satisfy this lien; and order and decree that the contractor may enter upon the private land in question to perform the ordered repairs, alterations, improvements demolition, removal or clean up.

### Section 3.2 Enforcement Agency Rules for Conducting Investigations

A. Upon the members of the Enforcement Agency voting to accept the citizen=s complaint and conduct an investigation, the County Engineer shall contact the following public officials and ascertain the following information:

- (1) Sheriff=s tax office to ascertain the property owner=s address, the tax district, tax map and parcel number for the property in question; its assessed value for both the lands and buildings; acreage or lot size if known by the Sheriff=s tax office and the status of taxes paid or due and owing on this property; any lien information.
- (2) Clerk of the County Commission to ascertain any information about judgment liens, tax liens, mechanics liens or deed of trust liens on the subject property

and obtain a copy of the deed, or other document by which the owner obtained title to the property in question.

- (3) Assessor=s Office to ascertain lot or parcel size and a copy of a tax map for the property in question.
- (4) County Health Officer to ascertain the type of water and sewer system serving the property in question.
- (5) County Fire Departments to ascertain the number of fire service or ambulance calls to that property in the last five (5) years.
- (6) Planning Commission staff to ascertain the number of improved lots in that or nearby subdivisions; location of the property in question insofar as flood prone areas, river, streams, ponds, are concerned; the location of nearby schools, hospitals and residences in the immediate area and in the watershed area.
- (7) United States Department of Agriculture Offices to ascertain the types of farming operations in the area in question and the soil types.

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- (8) West Virginia State Police and Jefferson County Sheriff=s Department to ascertain the nature and number of law enforcement problems originating from the property in question in the last five (5) years.

B. The County Engineer shall deliver notice to the property owner by United States Mail postage prepaid and by certified mail, return receipt requested, to the property owner=s address as ascertained from the Sheriff=s tax office informing the property owner of the general nature of the complaint and informing the property owner that

the County Engineer, the Jefferson County Sheriff and other members of the Enforcement Agency will visit the property at a specific time and date to investigate the allegations set forth in the complaint. The notice shall inform the property owner that photographs will be taken of the property in question and/or that soil samples may be taken from the property in question. However, any such entrance upon the property in question shall be made in such a manner as to cause the least possible inconvenience to the persons in possession.

- C. The County Engineer shall whenever possible take written statements from the complaining party, the property owner, neighbors and other interested persons and attach these statements to the investigative report.
- D. The County Engineer shall at the conclusion of the investigation prepare a written investigative report providing a copy to each member of the Enforcement Agency at least three (3) days before the monthly meeting of the Enforcement Agency where the investigative report shall be considered.
- E. The County Engineer may propose an agreement between the property owner and the Enforcement Agency whereby the property owner agrees to remedy all deficiencies to the satisfaction of the Enforcement Agency within a designated period of time.
- F. The County Engineer shall at the direction of the Enforcement Agency initiate by

petition/complaint on behalf of the Enforcement Agency, an action before the County Commission to seek an order of the County Commission requiring the property owner to repair, alter, improve, vacate, remove, close, clean up or demolish the dwelling or building in question within a reasonable time; or to remove or clean up any accumulation of refuse or debris or toxic spillage or toxic seepage within a reasonable time; and to impose daily civil monetary penalties upon the property owner who fails to obey the order of the County Commission; and if necessary, to request that the County Commission advertise for and seek a contractor to make the ordered repairs, alterations, improvements, demolition, removal or clean up; and to institute a civil proceeding in the Circuit Court of Jefferson County, West Virginia to subject the private land in question to a lien to satisfy: the contractor=s costs in making the ordered repairs, alterations, improvements, demolition, removal or clean up; the daily civil monetary penalty imposed; reasonable attorney fees and court costs expended and to order the private land in question sold to satisfy this lien; and order and decree that the contractor may enter upon the private land in question to perform the ordered repairs, alterations, improvements demolition, removal or clean up.

The petition/complaint shall state the findings and recommendations of the Enforcement Agency and inform the property owner that upon being served with this petition/complaint unless the owner or owners of the property shall file with the Clerk of the County Commission of Jefferson County at the address of PO Box 250, East Washington Street, Charles Town, West Virginia 25414, a written request for a hearing before the county commission within ten (10) days of receipt of the

complaint/petition, an order will be issued by the County Commission implementing the recommendations of the Enforcement Agency.

## ARTICLE 4. PROCEEDINGS BEFORE THE COUNTY COMMISSION

### Section 4.0 Institution of Proceeding Before the County Commission

The County Engineer may file in the Office of the Clerk of the County Commission of Jefferson County, a petition/complaint on behalf of the Enforcement Agency seeking an order of the County Commission requiring the property owner to repair, alter, improve, vacate, remove, close, clean up or demolish the dwelling or building in question within a reasonable time; or to remove or clean up any accumulation of refuse or debris or toxic spillage or toxic seepage within a reasonable time; and to impose daily civil monetary penalties upon the property owner who fails to obey the order of the County Commission; and if necessary, to request that the County Commission advertise for and seek a contractor to make the ordered repairs, alterations, improvements, demolition, removal or clean up; and to institute a civil proceeding in the Circuit Court of Jefferson County, West Virginia to subject the private land in question to a lien to satisfy: the contractor=s costs in making the ordered repairs, alterations, improvements, demolition, removal or clean up; the daily civil monetary penalty imposed; reasonable attorney fees and court costs expended and to order the private land in question sold to satisfy this lien; and order and decree that the contractor may enter upon the private land in question to perform the ordered repairs, alterations, improvements demolition, removal or clean up.

And the petition/complaint shall state the findings and recommendations of the Enforcement Agency and inform the property owner that upon being served with this petition/complaint, unless the owner or owners of the property shall file with the Clerk of the County Commission of Jefferson County at the address of PO Box 250, East Washington

Street, Charles Town, West Virginia 25414, a written request for a hearing before the county commission within ten (10) days of receipt of the complaint/petition, an order will be issued by the County Commission implementing the recommendations of the Enforcement Agency.

Section 4.1 Service of a Copy of the Enforcement Agency Petition/Complaint Upon the Property Owner

The Clerk of the County Commission of Jefferson County shall receive and file the petition/complaint of the Enforcement Agency and shall cause a copy thereof to be served upon the property owner in the manner provided in Rule Four (4) of the West Virginia Rules of Civil Procedure. The Clerk of the County Commission of Jefferson County shall note on the original petition/complaint the date service was accomplished if by personal service, and cause the person making personal service to certify that personal service was performed on that date. A copy of this return of service shall be provided by the Clerk of the County Commission to the County Engineer.

Section 4.2 Failure of the Property Owner to Request a Hearing Before the County Commission Upon the Petition/Complaint of the Enforcement Agency

If the property owner or owners shall fail to file with the Clerk of the County Commission of Jefferson County, within ten (10) days of service of the petition/complaint upon said owner or owners, a written request for a hearing before the County Commission upon the petition/complaint of the Enforcement Agency, the County Commission may enter an order implementing the determinations and recommendations of the Enforcement

Agency and ordering, as the case may be, the property owner to repair, alter, improve, vacate, remove, close, clean up or demolish the dwelling or building in question within a reasonable time or to remove or clean up any accumulation of refuse or debris or toxic spillage or toxic seepage within a reasonable time and to impose daily civil monetary penalties on any owner or owners who fail to obey such an order. The Clerk of the County Commission of Jefferson County shall cause such an order to be filed and an attested copy of such order to be served upon the property owner or owner by United States mail postage prepaid and by certified mail, return receipt requested, at the same address used by the Sheriff to mail the property owner his tax bill. The Clerk of the County Commission of Jefferson County shall note on the file copy of the order the date of the mailing and the address to which it was mailed.

**Section 4.3 Setting a Date and Time for a Hearing on the Petition/Complaint of the Enforcement Agency When Requested by the Property Owner**

After receipt of a written request for a hearing upon the Enforcement Agency's petition/complaint by the property owner, the County Commission at its next regular meeting shall enter an order setting this matter down for hearing at a particular time and date within twenty (20) days of the receipt of the written request. In that regards the Clerk of the County Commission shall note the date of the filing of the written request upon the face of the written request. Upon the entry of the order setting this matter down for hearing, the Clerk of the County Commission shall file the original order and mail attested copies thereof to the property owner and County Engineer United States mail postage prepaid and by certified mail, return receipt requested, to the address of the property owner

at the return address specified in the property owner=s written request or the address utilized by the Sheriff for the property owner=s tax bill. The Clerk of the County Commission shall note on the filed order the address, date and method of mailing of each attested copy mailed.

#### Section 4.4 Hearing Before the County Commission

The hearing before the County Commission upon the petition/complaint of the Enforcement Agency shall be either recorded by electronic device or by court reporter. The President of the County Commission will call the hearing to order and note on the record, each member of the County Commission in attendance and whether a quorum exists to proceed. The President will note on the record of presence or absence of each of the litigants in person, *pro se* and or by their respective counsel. Witnesses will be administered an oath by the President prior to testifying. The President of the County Commission will conduct the hearing and rule on matters of procedure and law. The West Virginia Rules of Evidence shall not apply to the proceedings, but each party shall have the right to present evidence and examine and cross examine all witnesses. Documentary evidence will be marked as exhibits and if relevant and probative admitted into evidence. The County Commission shall have the right to recess the hearing and visit the property in question for a view. Facts discerned by commission members on the view are evidence that may be considered. Each party shall have the right to make an opening and a closing statement. The Enforcement Agency has the burden of proving its allegations by a preponderance of the evidence and shall have the duty to go forward with the evidence.

Section 4.5 Findings of Fact, Determinations, Conclusions of Law, Orders, Civil Monetary Penalties by the County Commission

A. At the conclusion of the Section 4.4 hearing, the County Commission shall by a majority vote make findings of fact, determinations and conclusions of law as to whether a dwelling or building:

- (1) Is unfit for human habitation due to dilapidation, whether the result of natural or manmade force or effect, which would cause the dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; and/or
- (2) Has defects that increase the hazard of fire, accidents or other calamities, whether the result of natural or manmade force or effect, which would cause the dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; and/or
- (3) Has other conditions prevailing therein whether used for human habitation or not, and whether the result of natural or manmade force or effect, which would cause such dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare.

And if these findings of fact, determinations and conclusion of law are made, the County Commission may by majority vote, order the property owner or owners to repair, alter, improve, vacate, remove, close, clean up or demolish the dwelling or building in question within a reasonable time and to impose a daily civil monetary penalty of \$25.00 upon the property owner or owners jointly and severally for each day after the time limitation has passed for the

ordered work to be performed and completed to the satisfaction of the County Commission and the ordered work has not been completed, or for any other failure to obey the order of the County Commission beyond the time limitation set for that compliance to have occurred.

B. At the conclusion for the Section 4.4 hearing, the County Commission shall by a majority vote make findings of fact, determination and conclusions of law as to whether:

- (1) There is an accumulation of refuse or debris on private land whether the result of natural or manmade force or effect, which would cause such private land to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; and/or,
- (2) There is toxic spillage on private lands, whether the result of natural or manmade force or effect, which would cause such private land to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; and/or
- (3) There is toxic seepage on private land whether the result of natural or manmade force or effect, which would cause private land to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare.

And if these findings of fact, determinations and conclusions of law are made, the County Commission may by a majority vote order the property owner or owners to remove or clean up any accumulation of refuse or debris or toxic spillage or toxic seepage from the private land in question within a reasonable time and to impose a daily civil monetary penalty of \$ 25.00 upon the property owner or owners jointly and severally for each day after the time limitation has passed for the ordered work to be performed and completed to the

satisfaction of the County Commission and the ordered work has not been completed, or for any other failure to obey the order of the County Commission beyond the time limitation set for that compliance to have occurred.

ARTICLE 5. APPEAL OF DECISION OF THE COUNTY COMMISSION TO CIRCUIT COURT

Section 5.0 Appeals of Decisions of County Commission to Circuit Court

Appeals from the County Commission of decisions made in the Section 4.4 hearings to Circuit Court shall be in accordance with the provisions of Article Three, Chapter Fifty-eight of the Code of West Virginia as amended.

ARTICLE 6. PROCEDURES FOR CONTRACTING WITH VENDORS TO PERFORM ORDERED REPAIRS, ALTERATIONS, IMPROVEMENTS, DEMOLITION, REMOVAL OR CLEAN UP UPON THE FAILURE OF THE PROPERTY OWNER TO COMPLY WITH THE ORDER OF THE COUNTY COMMISSION

Upon the failure of the property owner or owners to perform the ordered duties and obligation as set forth in the order of the County Commission within the time limitation set by said order, the County Commission may advertise for and seek contractors to make the ordered repairs, alterations, improvements, demolition, removal or clean up, and may enter into any contract with any such contractor to accomplish the ordered repairs, alteration, improvements, demolition removal or clean up. The County Commission may make this contract contingent upon the order and decree of the Circuit Court making the contractor's costs or the contract amount in making these ordered repairs a lien upon the private land in question and ordering the private land in question be sold to satisfy this lien, and ordering that the contractor may enter upon the private land in question to make these ordered repairs.

ARTICLE 7. EXISTING ORDINANCES

This ordinance supercedes all previously adopted property safety ordinances and amendments.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_ 2010, upon motion duly made by Commissioner \_\_\_\_\_, which motion was seconded by Commissioner \_\_\_\_\_ and upon Commissioners: \_\_\_\_\_

\_\_\_\_\_ voting for the adoption motion, and Commissioners: \_\_\_\_\_

\_\_\_\_\_ voting against the motion.

\_\_\_\_\_  
Lyn Widmyer, President  
County Commission of Jefferson County

Attest

\_\_\_\_\_  
County Clerk



News for release April 22, 2010.

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

### Arts and Humanities Alliance Seeks Community Grant Proposals

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 May 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 Oct. 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.

**From:** Vivian

**Date:** 4/23/2010 11:03:43 AM

**To:** All Counties List Serve

**Subject:** FW: From Commissioner Carper - Letter to Governor - Resolution relating to House Bill 4177

Attached is Kent Carper's letter to the governor encouraging adding HB 4177 (coal severance bill) to the special session call. The attachment also includes the resolution passed by the Kanawha County Commission. Below is an editorial about the same issue from today's Gazette. Please contact the Governor and your legislators and encourage their support.

Editorial from Charleston Gazette

April 22, 2010

Compassion: Fallen miners' fund

Advertiser

CHARLESTON, W.Va. -- Kanawha County commissioners have sent a letter to Gov. Joe Manchin, recommending a good idea -- set aside a fraction of coal severance money every year to pay immediate benefits to families of miners who are killed on the job.

Ultimately, state and federal officials must enforce safety rules that might lower mine fatalities to zero, but in the meantime, it is sensible and decent to spend some of the wealth generated by coal to help families in the immediate trauma after an on-the-job death.

The County Commission and members of Kanawha's legislative delegation would like the governor to include this item on his agenda for a proposed special session in May.

The state has similar funds for military veterans, and recently added money for firefighters and paramedics killed on the job. In contrast, coal miners are private-sector employees who deserve benefits and employer help to meet their families' financial needs after tragedies.

Sen. Brooks McCabe, D-Kanawha, says the proposed miners' fund wouldn't replace any other benefits. "It's for people in harm's way. That is the test. These are West Virginians working for all our benefit but putting their own lives at risk."

McCabe believes the fund could be established with about \$3 million in coal severance money. About half of that would be paid out to families of the 29 miners who died at Upper Big Branch, and the other half would be invested for future needs (although everyone hopes they won't materialize).

McCabe also would like the fund to be included in a bill that the Legislature

4/23/2010

passed but the governor vetoed. It would have redirected at least \$15 million in coal severance collections back to the counties where the coal was mined.

"That was a pretty big deal. It was an attempt to support the counties," McCabe said. "We've been trying to find a way for several years to help some of the counties."

Areas of the state that produce the most coal also tend to have numerous challenges and expenses, such as health problems, pollution and a lack of other jobs. It makes sense to leave more of the severance taxes in the counties that generate it, starting with the Upper Big Branch Mine families.

Generous donations from many concerned Americans -- including the Pittsburgh Pirates baseball team -- have pushed a West Virginia Council of Churches fund to the \$250,000 mark. This will help devastated miner families during the crisis. Aid from the state government would be a compassionate addition.

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COUNTY COMMISSIONERS' ASSOCIATION OF WV  
2309 WASHINGTON STREET, EAST  
CHARLESTON, WV 25311  
PHONE: 304-345-4639 FAX: 304-346-3512



# facsimile transmittal

To: All County Commissioners & Staff Fax: \_\_\_\_\_

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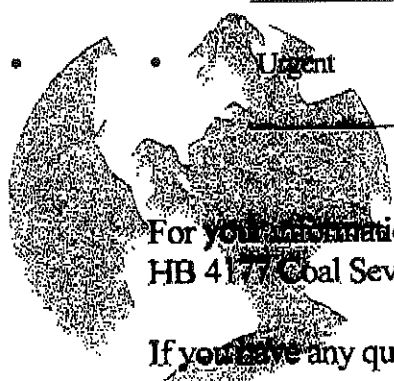
From: Jennifer Webb Date: April 23, 2010

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Re: HB 4177 Coal Severance Tax Pages: 5

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CC: \_\_\_\_\_



Urgent   
  For Review   
  Please Comment   
  Please Reply   
  Please Recycle

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For your information attached is some information from Kanawha County regarding HB 4177 Coal Severance Tax Bill.

If you have any questions, please give us a call.

Thanks.

.....



# KANAWHA COUNTY COMMISSION

Post Office Box 3627  
Charleston, West Virginia 25336



Telephone (304) 357-0101  
Fax (304) 357-0788  
www.kanawha.us

Henry C. Shores  
Commissioner

W. Kent Carper  
Commissioner

David J. "Dave" Hardy  
Commissioner

April 16, 2010

The Honorable Joe Manchin, III  
Governor of the State of West Virginia  
Office of the Governor  
State of West Virginia  
1900 Kanawha Boulevard E.  
Charleston WV 25305

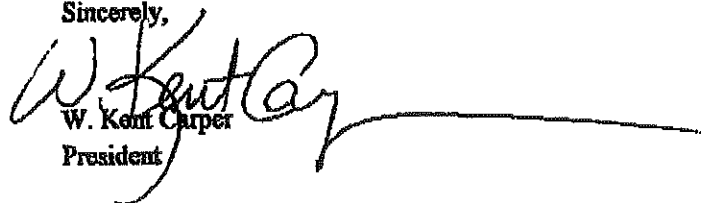
Dear Governor Manchin:

First and foremost, I wish to thank you for your leadership and compassion during the recent tragic event on April 5, 2010, at Upper Big Branch Mine-South. Enclosed is a copy of the Resolution which was unanimously approved and adopted by the Kanawha County Commission wherein we are asking House Bill 4177 to be addressed during Special Session to create the West Virginia Fallen Coal Miners Survivors Benefits Act from the \$15,000,000 new revenue anticipated from House Bill 4177. Also enclosed is a letter of support from Senator Foster in support of the Resolution. We were privileged to have Senator McCabe, Senator Palumbo, Delegate Wells, Delegate Guthrie, and Delegate Spencer attend the Commission meeting to likewise voice their support for this Resolution.

The mine explosion of April 5, 2010, at Upper Big Branch Mine-South was a tragic event in West Virginia history. This disaster exemplifies the need for a State of West Virginia Fallen Coal Miners Survivor Benefits Act. The Act would serve two purposes: First, to provide immediate relief to the survivors of the fallen coal miners involved in the Upper Big Branch Mine-South mine explosion; and secondly, create a fund for future years to provide immediate relief for survivors of future fallen coal miners.

I am respectfully requesting the House Bill 4177 to be placed on Special Session to create the West Virginia Fallen Coal Miners Survivors Benefits Act. The West Virginia Fallen Coal Miners Survivors Benefit Act should be an integral part of House Bill 4177. It is appropriate and necessary for the State of West Virginia to take action and honor our coal miners.

Sincerely,

  
W. Kent Carper  
President

WKC/km

# RESOLUTION

**WHEREAS**, the Kanawha County Commission respectfully encourages the Honorable Joe Manchin, III, Governor of the State of West Virginia, as well as the West Virginia Legislature to readdress HOUSE Bill 4177 in a Special Session for the purpose of creating a "West Virginia Fallen Miners Survivors Benefits Act", and;

**WHEREAS**, the coal miners of this State put themselves in danger on a daily basis to provide for their families, as well as creating the quality of life every citizen of the State of West Virginia enjoys, and;

**WHEREAS**, when coal miners lose their lives, they leave behind widows, children, and families whose existence is at risk, all while in mourning, and;

**WHEREAS**, it was the will of the 2010 West Virginia Legislature to pass House Bill 4177 that provided for an additional allocation of \$15,000,000 of Coal Severance Tax revenue for the support of County governments, and;

**WHEREAS**, the Kanawha County Commission encourages the Governor and the Legislature to support the allocation of a portion of the \$15,000,000 provided from House Bill 4177 to immediately create the "West Virginia Fallen Miners Survivors Benefits Act," and;

**WHEREAS**, the Governor and the Legislature are encouraged to create the new West Virginia Fallen Miners Survivors Benefits Act Fund with similar terms and language as those created in the West Virginia Fire and EMS Survivor Benefits Act, with the Act to be funded to establish the immediate payment in a one-time benefit to the appropriate beneficiary of the fallen coal miners, and to provide language in the Legislation to further allocate funds to permanently endow the Fund for future needs;

**NOW, THEREFORE, BE IT RESOLVED THAT** on this 15th day of April, 2010, that the Kanawha County Commission directs the Resolution herein to be delivered to the Governor of the State of West Virginia, the West Virginia Congressional Delegation, and the Kanawha County Legislative Delegation.



Adopted by the  
KANAWHA COUNTY COMMISSION  
This 15th day of April, 2010

*W. Kent Carper*  
W. Kent Carper, President

*Henry C. Shores*  
Henry C. Shores, Commissioner

*Dave J. Hardy*  
Dave J. Hardy, Commissioner



The Senate of West Virginia  
Charleston

DAN FOSTER  
701 CHAFFORD BLDG.  
CHARLESTON WEST VA

SENATE: (804) 357-7828  
SENATE FAX: (804) 357-7824  
E-MAIL: DANIEL.FOSTER@CAPSO.COM

COMMITTEES:  
FINANCE  
(Chair)  
INTERSTATE COOPERATION  
(VICE Chair)  
EMERGENCY AND INSURANCE  
GOVERNMENT ORGANIZATION  
HEALTH AND HUMAN RESOURCES  
JUDICIARY  
LABOR

April 15, 2010

W. Kent Carper, President  
Henry C. Shores, Commissioner  
Dave J. Hardy, Commissioner

Dear Commissioners,

By this communication I wish to express my strong support for the Kanawha County Commission Resolution requesting the H.B. 4177 be readdressed in a Special Session for creating a "West Virginia Fallen Miners Survivors Benefits Act." Not only would this facilitate a more appropriate allocation of coal severance tax revenue, it would, during this time of national sorrow, provide for financial benefits for the families of fallen coal miners, both now and in the future.

This is an opportunity we should not miss.

With warmest regards,

Sen. Dan Foster

DF/tk

COUNTY COMMISSIONERS' ASSOCIATION OF WV  
2309 WASHINGTON STREET, EAST  
CHARLESTON, WV 25311  
PHONE: 304-345-4630 FAX: 304-346-3512

# facsimile transmittal

To: All County Commissioners & Staff Fax:

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From: Jennifer Webb Date: April 22, 2010

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Re: Interim Studies Pages: 5

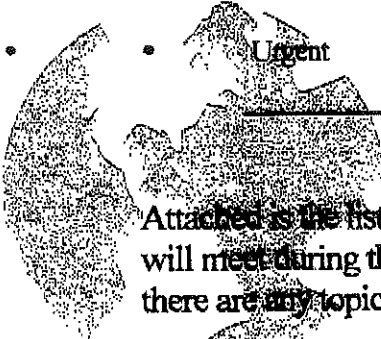
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CC:

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Urgent
  For Review
  Please Comment
  Please Reply
  Please Recycle

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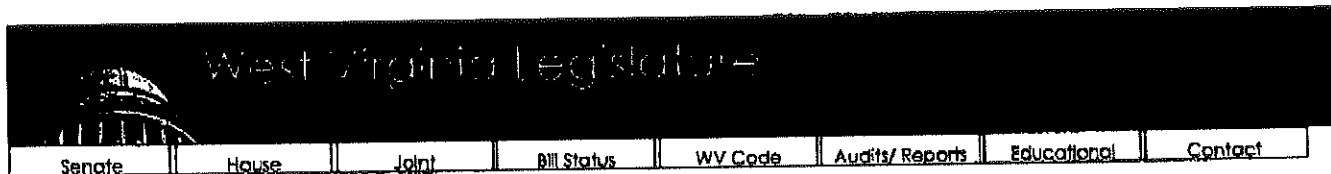


Attached is the list of Interim Committee Assignments. These are committees that will meet during the interims. The dates of interim meetings are also attached. If there are any topics you are interested in following, please let us know.

If you have any questions, please give us a call.

Thanks.

.....



## 2010 Interim Committee Study Assignments

*Other study topics can be requested by the committee co-chairs for approval to the Senate President and House Speaker no later than June 7.*

### Joint Commission on Economic Development

- HCR 31 Expressing the will of the Legislature in supporting the Credit Card Act enacted by Congress in May of 2009
- HCR 102 Requesting a study of the issues relating to creating a matching grant pilot project
- HCR 107 Requesting a study on the benefits of supporting the development of renewable energy resources
- HCR 134 Requesting study on the issues relating to evaluation of job creation and retention incentives, penalties and reporting requirements
- SCR 31 Requesting Joint Committee on Government and Finance study tourism industry development
- SCR 73 Requesting Joint Committee on Government and Finance study green public policy initiatives
- Study of the ski industry

### Joint Standing Committee on Education

- HCR 57 Requesting a study on improving the efficiency, focus and fairness of the system for holding school systems accountable for preparing students for the 21st Century economy
- HCR 77 Requesting the Joint Committee on Government and Finance to conduct a study on the care and prevention of concussion injuries in sports regulated by the Secondary Schools
- HCR 78 Requesting the Joint Committee on Government and Finance to conduct a study on providing adequate time in the school day reserved for teacher planning and preparation
- HCR 80 Requesting the Joint Committee on Government and Finance to conduct a study on the need for setting standards for assignment of school athletic directors
- HCR 120 Requesting a study on reimbursement for medical services by preferred provider organizations
- HCR 128 Requesting a study on the value of including Family and Consumer Sciences and Technology Education courses in the middle school curriculum
- SCR 15 Requesting Joint Committee on Government and Finance study student performance and instructional time
- SCR 23 Requesting Joint Committee on Government and Finance study reducing school dropouts
- SCR 77 Requesting Joint Committee on Government and Finance study vocational education from middle school through adulthood
- SCR 78 Requesting Joint Committee on Government and Finance study improving student achievement

### Legislative Oversight Commission on Education Accountability

Teacher Preparation and Professional Development - Study the adequacy and effectiveness of collaboration between public and higher education in both pre-service teacher education programs and professional development programs to ensure that high quality teacher training is delivered

Federal Stimulus Funds - Monitor the receipt and use of federal stimulus funds by higher education institutions, the Higher Education Policy Commission and the WV Council for CTC Education

### Joint Standing Committee on Finance

## 2010 Interim Studies

- HCR 88** Requesting a study of the West Virginia PEIA and participating employer liabilities for other post employment benefits
- HCR 130** Requesting a study on flexibility for local schools and school systems to acquire and employ technology to improve student performance and progress
- HCR 135** Requesting a study on the Homestead Exemption for seniors and people with disabilities
- SCR 22** Requesting Joint Committee on Government and Finance study coal industry tax burden
- Study of the financial burden to the State of West Virginia as a result of the substance abuse addiction problem
- Tax issues generally
- Monies received and expended under the Federal American Recovery and Reinvestment Act of 2009
- Other Post Employment Benefits (OPEB)
- State and Local Financing Issues Generally
- Study of the administration of property taxes and real property recording functions to identify any changes that may be necessary to effectuate a thoroughly modern, parallel, efficient and integrated system

**Joint Standing Committee on Government Organization**

- HCR 85** Requesting a study on the utility of transferring licensing authority of private investigative and security services
- HCR 91** Requesting a study of the authority and structure of professional and occupational licensing boards
- HCR 92** Requesting a study of the advisability and feasibility of the creation of an administrative unit of state government to assist professional licensing boards
- HCR 93** Requesting a study of the Board of Examiners of Psychologists and the scope of practice of psychologists and school psychologists
- HCR 9** Requesting the Joint Committee on Government and Finance authorize a study of the law governing the West Virginia Board of Examiners for Speech-Language Pathology and Audiology
- HCR 94** Requesting a study of the law governing the West Virginia Board of Examiners for Speech-Language Pathology and Audiology
- HCR 95** Requesting a study of the law governing the West Virginia Board of Medicine
- HCR 8** Requesting that the Joint Committee on Government and Finance authorize a study of the law governing the West Virginia Board of Hearing Aid Dealers and Fitters
- HCR 96** Requesting a study of the law governing the West Virginia Board of Hearing Aid Dealers and Fitters
- HCR 97** Requesting a study of the policies and procedures for awarding vendor preferences in state purchasing contracts
- HCR 98** Requesting a study of the powers and duties regarding real estate acquisition and services for real estate held by the State of West Virginia
- HCR 99** Requesting a study of the powers and duties of the Division of Criminal Justice Services
- SCR 51** Requesting Joint Committee on Government and Finance study state Occupational, Safety and Health Act
- HCR 101** Requesting a study of the law governing the West Virginia Board of Dental Examiner
- HCR 109** Requesting a study of the law governing the West Virginia State Board of Pharmacy
- SCR 81** Requesting Joint Committee on Government and Finance study emergency dispatch center training
- SCR 84** Requesting Joint Committee on Government and Finance study creating uniform set of statutory provisions for chapter thirty boards
- SCR 85** Requesting Joint Committee on Government and Finance study updating article one provisions regarding chapter thirty boards
- A study of the Division of Personnel

**Select Committee on Health**

## 2010 Interim Studies

- HCR 117** Requesting a study on the establishment of a commission to make recommendations to the Legislature on the scope of practice of health care professions
- SCR 54** Requesting Joint Committee on Government and Finance study establishing health care profession scope of practice commission
- Modification to the GOHELP to help for federal healthcare reform and to make it more efficient
- Treatment options for substance abuse

**Select Committee on Infrastructure**

- SCR 12** Requesting Joint Committee on Government and Finance study motor carrier industry regulation
- SCR 38** Requesting Joint Committee on Government and Finance study alternative fuels and vehicular energy consumption
- SCR 40** Requesting Joint Committee on Government and Finance study inclement weather effects on roads and highways
- SCR 68** Requesting Joint Committee on Government and Finance study alternative "green" road and highway paving processes and construction
- SCR 69** Requesting Joint Committee on Government and Finance study alternative funding sources for roads ineligible for federal matching dollars
- SCR 73** Requesting Joint Committee on Government and Finance study green public policy initiatives
- SCR 80** Requesting Joint Committee on Government and Finance study school bus turnaround area maintenance
- Alternative sources of funding for the construction and maintenance of state, local and secondary bridges, roads and highways
- Study of the feasibility of limiting or prohibiting the use of cell phones and other electronic devices by operators of motor vehicles
- Study of the ad valorem property taxation of antique motor vehicles
- Study of the current status of the REAL ID Act of 2005 and of the action needed by the state to comply with the requirements of the Act
- Study of issues related to the West Virginia Parkways Authority, including alternate funding sources and the costs and methodology of maintenance of the West Virginia Turnpike
- Study of the Division of Highways county highway formula to determine a better means of allocating resources to different areas throughout the state
- Study of the TRAIL power line project regarding the heavy truck traffic destroying roads and roads being restored to the original condition

**Joint Standing Committee on Judiciary**

- HCR 100** Requesting a study of the law governing the West Virginia Occupational, Safety and Health Act for public employees
- SCR 17** Requesting Joint Committee on Government and Finance study capital improvements' funding sources for Chesapeake Bay nutrient removal requirements
- SCR 19** Requesting Joint Committee on Government and Finance study forensic services
- SCR 46** Requesting Joint Committee on Government and Finance study effects of coal slurry impoundments and underground injection
- SCR 47** Requesting Joint Committee on Judiciary study expanding law-enforcement training subcommittee's responsibilities
- SCR 52** Requesting Joint Committee on Judiciary study child pornography investigative process
- SCR 66** Requesting Joint Committee on Government and Finance study economic impact of oil and gas drillers' capture rule
- SCR 76** Requesting Joint Committee on Government and Finance study prison and regional jail overcrowding
- SCR 79** Requesting Joint Committee on Judiciary study establishing additional civil and criminal forfeiture statutes
- SCR 82** Requesting Joint Committee on Government and Finance study PSC's legislative rule-making exemption
- SB 643** Creating temporary natural gas resources transportation road system

## 2010 Interim Studies

Page 4 of 4

Coal mine safety issues

Religious Freedom Act

Redefining deep wells and shallow wells

Whether the state should establish forced pooling requirements for all oil and gas drilling or just for horizontal wells drilled in the Marcellus Shale strata

The environmental effects that oil and gas drilling (especially Marcellus drilling) has on the use and withdrawal of water from the streams in West Virginia

Surface owners rights issues including, but not limited to, notice of drilling prior to entry, compensation for loss of timber and secondary road inspection prior to initiation of drilling operations to determine whether damage to our secondary roads should be the responsibility of drilling operators

Review and study of the West Virginia Freedom of Information Act

Review criminal statutes to determine whether any modifications should be made pursuant to the recommendations of the West Virginia Law Institute

Review criminal statutes that relate to technology crimes and related privacy issues

Review the utility of transferring the licensing authority of private investigative and security services from the Secretary of State to the Division of Criminal Justice Services

Study and review the annexation process utilized by political subdivisions and municipalities in this state

Study the prison and regional jail overcrowding issues

Study whether we should implement laws providing for the forfeiture of property used in various non-drug related crimes and the disposition of such property

Comprehensive review and overhaul of our Magistrate Court system

Study and review the price-gauging statutes that are currently in effect in the state

Study and review the reasonableness and cost effectiveness of requiring health insurance providers licensed to sell health insurance in this state to provide coverage for autism disorders

Review the rule making process as it relates to the Workers Compensation

### Select Committee on Veteran's Issues

HCR 7 Requesting the Joint Committee on Government and Finance to continue studying the needs, challenges, and issues facing West Virginia veterans returning from recent service

### Interim Rule on Votes

For all interim committees for which there are an unequal number of Delegates and Senators, all motions considered must be adopted by a separate majority vote of the committee members from each legislative body.

**2010 Interim Committee Meetings**

April 12 - 14, 2010  
May 24 - 26, 2010  
June 7 - 9, 2010  
July 19 - 21, 2010  
August 9 - 11, 2010  
September 13 - 15, 2010  
October 11 - 13, 2010  
November 15 - 17, 2010  
December 13 - 15, 2010  
January 9 - 11, 2011



Comcast Cable  
200 Cresson Boulevard  
P.O. Box 989  
Oaks, PA 19456

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

For the Quarter Ended March 31, 2010

Basic	\$1,081,071.79
Pay	\$92,825.61
Digital	\$284,283.75
Commercial	\$1,877.02
PPV & VOD	\$51,976.12
Installation	\$22,909.00
Net Ad Sales	\$48,227.32
Shopping	\$11,025.31
Other	\$17,664.47
Total Revenue	<u>\$1,611,860.40</u>
Bad Debt / Write Off	<u>(\$23,558.23)</u>
Total Franchise Fee Base	<u>\$1,588,302.17</u>
Franchise Fee Percentage	5.00%
Franchise Fees	<u>\$79,415.11</u>
Add Fee on Fee	\$3,970.76
Total Payment Due	<u><u>\$83,385.87</u></u>

To the best of my knowledge and belief, the above is a true and correct statement for the accounting of the gross revenues received by this corporation for the period.

  
Kathleen McGill

Financial Analyst

**RECEIVED**

APR 28 2010

Jefferson County Commission



COMCAST FINANCIAL AGENCY CORPORATION

A Comcast Cable Communications Group Company  
1701 JFK Boulevard  
Philadelphia, PA 19103-2838

REMITTANCE ADVICE

No. 209724875

Date : 23-APR-10

Vendor Name : JEFFERSON COUNTY OF

Vendor No. : 258321

INVOICE NO.	INVOICE DATE	DESCRIPTION	DISCOUNT AMOUNT	NET AMOUNT
Q110CNTYJE	15-APR-10	2-FFKM02509	0.00	83,385.87
<p><b>RECEIVED</b></p> <p>APR 28 2010</p> <p>Jefferson County Commission</p>				
<b>TOTAL</b>			0.00	83,385.87

THE FACE OF THIS DOCUMENT HAS A MULTI COLORED BACKGROUND - NOT A WHITE BACKGROUND



COMCAST FINANCIAL AGENCY CORPORATION

A Comcast Cable Communications Group Company  
1701 JFK Boulevard  
Philadelphia, PA 19103-2838



No. 209724875  
56-1544 / 441  
675528343

Date 23-APR-10  
Void After 180 Days

Pay Eighty-Three Thousand Three Hundred Eighty-Five Dollars And 87 Cents

\$ \*\*\*\*\*83,385.87

To The Order Of JEFFERSON COUNTY OF WV  
PO BOX 250  
CHARLESTOWN, WV 25414  
United States

Authorized Signature *David A. Scott*

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈ 209724875⑈ ⑆044115443⑆

675528343⑈

Laura

WV

West Virginia, Jefferson County E911  
Reporting Period: March 1, 2010 to March 31, 2010

Comtel Telcom Assets LP

Tax Identification Number

203237782

c/o Thomson Reuters (Tax & Accounting), Inc.  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
8778294141 - Phone  
7709560700 - Fax

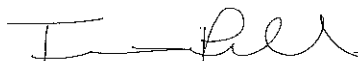
Return Due: 04/20/2010

	Gross Units	Less: Exempt Units	Units Subject to Tax	Tax Rate	Gross Tax
Return Totals:	0	0	0		0.00

REMIT TO:

Jefferson County Commission  
P.O. Box 250  
Charlestown, WV 25414

Total Gross Tax Due:	0.00
Less: Vendor's Compensation:	(0.00)
Change in Prepayments:	0.00
Less: Tax Credits:	(0.00)
Net Tax Amount to be Remitted:	0.00



Terrance Pulliam, Attorney-in-Fact

4/14/2010

I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.

WV\_JEFF\_E9 04/14/2010 16:03:21 TPULLIAM

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APR 26 2010

Jefferson County Commission



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APR 26 2010

Jefferson County Commission



Drawer: Returns  
Company: Comtel Telcom Assets LP  
Entity ID: 012438  
Entity Name: Comtel Telcom Assets LP  
Return Code: WW\_JEFF\_E9  
Return Description: West Virginia, Jefferson County E911  
Due Date: 20  
Year: 2010  
Month: 03  
Sequence Number: 1  
Indexed Time: 4/2/2010 12:43:00 PM  
Printed By: TPULLIAM  
Printed Time: 4/14/2010 4:03:22 PM

Comtel Telcom Assets LP  
**c/o Thomson Reuters (Tax & Accounting), Inc.**  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
(877) 829-4141

West Virginia, Jefferson County E911  
P.O. Box 250  
Charlestown, WV 25414

WV

West Virginia, Jefferson County E911  
Reporting Period: March 1, 2010 to March 31, 2010

Tax Identification Number

222473234

AT&T Communications of West Virginia  
AT&T Communications of West Virginia  
c/o Thomson Reuters (Tax & Accounting), Inc.  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
8778294141 - Phone  
7709560700 - Fax

Return Due: 04/20/2010

	Gross Units	Less: Exempt Units	Units Subject to Tax	Tax Rate	Gross Tax
Jefferson County E911 SURCHARGES - General-JEFFERSON CO. 911 SURCHARGE	9	0	9	\$2.90	26.10
<b>Return Totals:</b>	9	0	9		26.10

REMIT TO:

Jefferson County Commission  
P.O. Box 250  
Charlestown, WV 25414

Total Gross Tax Due:	26.10
Less: Vendor's Compensation:	(0.00)
Change in Prepayments:	0.00
Less: Tax Credits:	(0.00)
<b>Net Tax Amount to be Remitted:</b>	<b>26.10</b>

Glenda Majors, Attorney-in-Fact

4/15/2010

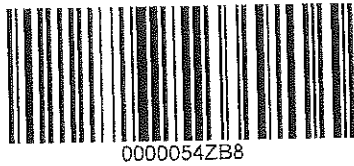
I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.

WV\_JEFF\_E9 04/15/2010 07:45:06 GMAJORS

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Jefferson County Commission



FEIN: 222473234  
 Reporting Period: 03/01/2010 to 03/31/2010  
 Amount: 26.10

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AT&T IXC's & Alascom, M.E.  
 AT&T Communications of West Virginia  
 c/o Thomson Reuters (Tax & Accounting), Inc.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339

Jefferson County Commission



Drawer: Returns  
 Company: AT&T IXC's & Alascom, M.E.  
 Entity ID: 001402  
 Entity Name: AT&T Communications of West Virginia  
 Return Code: WW\_JEFF\_E9  
 Return Description: West Virginia, Jefferson County E911  
 Due Date: 20  
 Year: 2010  
 Month: 03  
 Sequence Number: 1  
 Indexed Time: 3/29/2010 2:45:00 PM  
 Printed By: LANSEL  
 Printed Time: 4/16/2010 9:23:13 AM

0000582235

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AT&T Communications of West Virginia C/O THOMSON REUTERS (TAX & ACCOUNTING), INC. 3100 Cumberland Boulevard, Suite 900 Atlanta, GA 30339 (877) 829-4141	WACHOVIA BANK 64-022/610	0000582235
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VOID AFTER 120 DAYS FROM DATE 4/16/2010

PAY Twenty Six and 10/100\*\*\*\*\*

TO JEFFERSON COUNTY COMMISSION  
P.O. Box 250  
Charlestown, WV 25414

*Sandra Mutherobouge*  
TWO SIGNATURES REQUIRED IF \$250,000 OR OVER

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WV

West Virginia, Jefferson County E911  
Reporting Period: March 1, 2010 to March 31, 2010

ACN Communication Services, Inc.

Tax Identification Number  
38-3483729

c/o Thomson Reuters (Tax & Accounting), Inc.  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
8778294141 - Phone  
7709560700 - Fax

Return Due: 04/20/2010

	Gross Units	Less: Exempt Units	Units Subject to Tax	Tax Rate	Gross Tax
Jefferson County E911 SURCHARGES - General-JEFFERSON CO. 911 SURCHARGE	19	0	19	\$2.90	55.10
<b>Return Totals:</b>	19	0	19		55.10

REMIT TO:

Jefferson County Commission  
P.O. Box 250  
Charlestown, WV 25414

Total Gross Tax Due:	55.10
Less: Vendor's Compensation:	(0.00)
Change in Prepayments:	0.00
Less: Tax Credits:	(0.00)
Net Tax Amount to be Remitted:	55.10

Deanna Paden, Attorney-in-Fact

4/14/2010

I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.

WV\_JEFF\_E9 04/14/2010 08:44:22 DPADEN

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APR 26 2010

Jefferson County Commission



FEIN: 383483729  
 Reporting Period: 03/01/2010 to 03/31/2010  
 Amount: 55.10

ACN Communications Services, Inc. ME

c/o Thomson Reuters (Tax & Accounting), Inc.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339



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APR 26 2010

**Jefferson County Commission**

Drawer: Returns  
 Company: ACN Communications Services, Inc. ME  
 Entity ID: 017364  
 Entity Name: ACN Communication Services, Inc.  
 Return Code: WV\_JEFF\_E9  
 Return Description: West Virginia, Jefferson County E911  
 Due Date: 20  
 Year: 2010  
 Month: 03  
 Sequence Number: 1  
 Indexed Time: 4/2/2010 5:16:00 PM  
 Printed By: LANSEL  
 Printed Time: 4/16/2010 2:16:22 PM

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ACN Communication Services, Inc.  
 C/O THOMSON REUTERS (TAX & ACCOUNTING), INC.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339  
 (877) 829-4141

WACHOVIA BANK  
 64-022/610

0002234797

VOID AFTER 120 DAYS FROM DATE 4/16/2010

PAY Fifty Five and 10/100\*\*\*\*\*

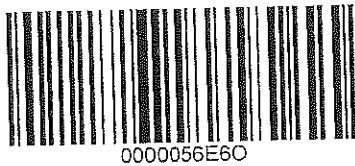
55.10

TO JEFFERSON COUNTY COMMISSION  
 P.O. Box 250  
 Charlestown, WV 25414

*Sandra Muthersbaugh*  
 TWO SIGNATURES REQUIRED IF \$250,000 OR OVER

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ORIGINAL WATERMARK - HOLD AT AN ANGLE TO VIEW

00002234797 061000227 2000016945827



FEIN: 470807040  
 Reporting Period: 03/01/2010 to 03/31/2010  
 Amount: 188.50

Level 3 Communications LLC  
 Level 3 Communications LLC  
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 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339



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APR 26 2010

Jefferson County Commission

Drawer: Returns  
 Company: Level 3 Communications LLC  
 Entity ID: 001219  
 Entity Name: Level 3 Communications LLC  
 Return Code: WV\_JEFF\_E9  
 Return Description: West Virginia, Jefferson County E911  
 Due Date: 20  
 Year: 2010  
 Month: 03  
 Sequence Number: 1  
 Indexed Time: 4/6/2010 3:45:00 PM  
 Printed By: LANSEL  
 Printed Time: 4/19/2010 2:35:30 PM

0002240115

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Level 3 Communications LLC  
 C/O THOMSON REUTERS (TAX & ACCOUNTING), INC.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339  
 (877) 829-4141

WACHOVIA BANK  
 64-022/610

0002240115

VOID AFTER 120 DAYS FROM DATE 4/19/2010

PAY One Hundred Eighty Eight and 50/100\*\*\*\*\*

188.50

TO JEFFERSON COUNTY COMMISSION  
 P.O. Box 250  
 Charlestown, WV 25414

*Sandra Muthersouge*  
 TWO SIGNATURES REQUIRED IF \$250,000 OR OVER

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ORIGINAL WATERMARK - HOLD AT AN ANGLE TO VIEW

00002240115 0610002271 2000016945827

WV

West Virginia, Jefferson County E911  
Reporting Period: March 1, 2010 to March 31, 2010

Level 3 Communications LLC  
Level 3 Communications LLC  
c/o Thomson Reuters (Tax & Accounting), Inc.  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
8778294141 - Phone  
7709560700 - Fax

Tax Identification Number  
47-0807040

Return Due: 04/20/2010

	Gross Units	Less: Exempt Units	Units Subject to Tax	Tax Rate	Gross Tax
Jefferson County E911 SURCHARGES - General-JEFFERSON CO. 911 SURCHARGE	65	0	65	\$2.90	188.50
<b>Return Totals:</b>	65	0	65		188.50

REMIT TO:

Jefferson County Commission  
P.O. Box 250  
Charlestown, WV 25414

Total Gross Tax Due:	188.50
Less: Vendor's Compensation:	(0.00)
Change in Prepayments:	0.00
Less: Tax Credits:	(0.00)
<b>Net Tax Amount to be Remitted:</b>	<b>188.50</b>

*Dena Willis*

Dena Willis, Attorney-in-Fact

4/19/2010

*I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.*

WV\_JEFF\_E9 04/19/2010 10:48:39 DWILLIS

RECEIVED

APR 26 2010

Jefferson County Commission



FEIN: 043643290  
 Reporting Period: 03/01/2010 to 03/31/2010  
 Amount: 55.10

Granite Telecommunications LLC  
 Granite Telecommunications LLC  
 c/o Thomson Reuters (Tax & Accounting), Inc.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339



Drawer: Returns  
 Company: Granite Telecommunications LLC  
 Entity ID: 002690  
 Entity Name: Granite Telecommunications LLC  
 Return Code: WV\_JEFF\_E9  
 Return Description: West Virginia, Jefferson County E911  
 Due Date: 20  
 Year: 2010  
 Month: 03  
 Sequence Number: 1  
 Indexed Time: 4/6/2010 12:41:00 PM  
 Printed By: LANSEL  
 Printed Time: 4/16/2010 2:05:20 PM

**RECEIVED**

APR 26 2010

Jefferson County Commission

0002233582

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Granite Telecommunications LLC  
 C/O THOMSON REUTERS (TAX & ACCOUNTING), INC.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339  
 (877) 829-4141

WACHOVIA BANK  
 64-022/610

0002233582

VOID AFTER 120 DAYS FROM DATE 4/16/2010

PAY Fifty Five and 10/100\*\*\*\*\*

55.10

TO JEFFERSON COUNTY COMMISSION  
 P.O. Box 250  
 Charlestown, WV 25414

*Sandra Muthersbaugh*  
 TWO SIGNATURES REQUIRED IF \$250,000 OR

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES AN ORIGINAL WATERMARK - HOLD AT AN ANGLE TO VIEW

⑈0002233582⑈ ⑆061000227⑆ 2000066945827⑈

WV

West Virginia, Jefferson County E911  
Reporting Period: March 1, 2010 to March 31, 2010

Granite Telecommunications LLC  
Granite Telecommunications LLC  
c/o Thomson Reuters (Tax & Accounting), Inc.  
3100 Cumberland Boulevard, Suite 900  
Atlanta, GA 30339  
8778294141 - Phone  
7709560700 - Fax

Tax Identification Number  
04-3643290

Return Due: 04/20/2010

	Gross Units	Less: Exempt Units	Units Subject to Tax	Tax Rate	Gross Tax
Jefferson County E911 SURCHARGES - General-JEFFERSON CO. 911 SURCHARGE	19	0	19	\$2.90	55.10
<b>Return Totals:</b>	19	0	19		55.10

REMIT TO:

Jefferson County Commission  
P.O. Box 250  
Charlestown, WV 25414

Total Gross Tax Due:	55.10
Less: Vendor's Compensation:	(0.00)
Change in Prepayments:	0.00
Less: Tax Credits:	(0.00)
<b>Net Tax Amount to be Remitted:</b>	<b>55.10</b>

*Letitia Dixon* Letitia Dixon, Attorney-in-Fact

4/12/2010

I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.

WV\_JEFF\_E9 04/12/2010 17:40:36 LDIXON

RECEIVED

APR 26 2010

Jefferson County Commission



FEIN: 770142404  
 Reporting Period: 03/01/2010 to 03/31/2010  
 Amount: 208.80

8x8, Inc.

c/o Thomson Reuters (Tax & Accounting), Inc.  
 3100 Cumberland Boulevard, Suite 900  
 Atlanta, GA 30339



**RECEIVED**

APR 26 2010

Jefferson County Commission

Drawer: Returns  
 Company: 8x8, Inc.  
 Entity ID: 014006  
 Entity Name: 8x8, Inc.  
 Return Code: WV\_JEFF\_E9  
 Return Description: West Virginia, Jefferson County E911  
 Due Date: 20  
 Year: 2010  
 Month: 03  
 Sequence Number: 1  
 Indexed Time: 4/7/2010 9:31:00 AM  
 Printed By: LANSEL  
 Printed Time: 4/19/2010 7:48:59 AM

0000034440

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8x8, Inc.  
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West Virginia, Jefferson County E911  
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	Gross Units	Less: Exempt Units	Units Subject to Tax	Tax Rate	Gross Tax
Jefferson County E911 SURCHARGES - General-JEFFERSON CO. 911 SURCHARGE	72	0	72	\$2.90	208.80
<b>Return Totals:</b>	72	0	72		208.80

REMIT TO:

Jefferson County Commission  
P.O. Box 250  
Charlestown, WV 25414

Total Gross Tax Due:	208.80
Less: Vendor's Compensation:	(0.00)
Change in Prepayments:	0.00
Less: Tax Credits:	(0.00)
<b>Net Tax Amount to be Remitted:</b>	<b>208.80</b>

Shannon Bryant, Attorney-in-Fact

4/15/2010

I hereby declare that all information provided herein is true, complete and accurate to the best of my knowledge.

WV\_JEFF\_E9 04/15/2010 12:10:20 SBRYANT

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APR 26 2010

Jefferson County Commission

West Virginia

April, 2010

# Ethics Reporter

Commission

## Since the Last Reporter

Since the March edition of the *REPORTER*, the West Virginia Ethics Commission published one Advisory Opinion interpreting provisions of the West Virginia Governmental Ethics Act and the laws governing boards of education.

At its April 1 meeting, the West Virginia Ethics Commission approved an opinion relating to the permissibility of members of a county solid waste authority or their families bidding to purchase property that is owned by the authority.

### ADVISORY OPINION REPORT

**Advisory Opinion 2010-10** concerned the permissibility of members of a county

solid waste authority and their families bidding on the purchase of property owned by the authority.

In this case, a county solid waste authority owns a building that it had been renting to other parties. In 2005, the authority found itself in a situation where continued ownership of the building became a financial drain, so a decision was made to sell the property. Despite using a number of realtors and modifying the proposed price over a four-year period, the building did not sell.

The solid waste authority is now exploring the retention of an auction company that would seek to sell the property at a public auction. No action has yet been taken on a potential auction because two members of the authority board have raised the question of whether they or immediate family members would be permitted to bid on the

building during the auction.

In its review of the request, the Ethics Commission examined the provisions of 6B-2-5(b) prohibiting a public official from using their office to produce a private gain for themselves or another along with the language of 6B-2-5(d) prohibiting a public official from having an interest in a contract over which they have authority or control. The section specifically allows for part-time public officials to enter into certain public contracts.

The Ethics Commission also analyzed the Chapter 61-10-15 provisions making it unlawful for a member of a county or district board from having direct or indirect pecuniary interests in matters over which they have voice, influence or control.

In its opinion, the Ethics Commission ruled that the proposed participation by the solid

waste authority board members or their immediate (non-dependent) family in the auction would be permissible as long as the authority members recused themselves from the decision-making and voting processes by which the solid waste authority chose to enter into an auction sales contract.

The Commission's interpretation of the 61-10-15 language in this case led it to conclude that the proposed participation of solid waste authority board members in the auction would be in violation of the Code. There are no exemptions available for board members under the statute. The Commission declined to rule on whether non-dependent family members could participate in the auction under the facts outlined.

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COMMISSIONS**

**2010-10:**  
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GOVERNMENT**

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NONE PUBLISHED

**STATE GOVERNMENT**

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**TRADE  
ASSOCIATIONS AND  
LOBBYISTS**

NONE PUBLISHED

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**WEST VIRGINIA ETHICS COMMISSION  
2010 ADVISORY OPINIONS  
INDEXED BY TOPICAL SECTOR  
(Includes opinions published through March 4, 2010)**

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## ADVISORY OPINION NO. 2010-10

Issued On April 1, 2010 By The

WEST VIRGINIA ETHICS COMMISSION

2010 APR -5 AM 11:00

OFFICE OF THE  
SECRETARY OF STATEOPINION SOUGHT

The Board of Directors for a County Solid Waste Authority (CSWA) asks whether it is permissible for board members and/or their family members to bid on the purchase of a building owned by the CSWA which is being sold at a public auction.

FACTS RELIED UPON BY THE COMMISSION

In 1995, a County Solid Waste Authority (CSWA) purchased a one story building to house its offices and a recycling/reuse/repair center. In 2002, the CSWA leased a larger building and moved its office and operations into that new larger building.

The CSWA retained ownership of the one story building, and has rented out the space to various entities and parties over the years. However, the income from the renters has not been enough to offset the cost of the insurance and maintenance of the building. As a result, in October 2005, the Board of Directors (Board) of the CSWA decided to sell the building. The Board of the CSWA listed the property with a local realty company in 2005, but it did not sell.

In February 2007, the Requester decided to list the property with a different realty company and to drastically reduce the selling price. Despite these changes, the building still did not sell. In August 2007 and in November 2008, the Requester again lowered the selling price, but neither price reduction resulted in a sale of the property.

Due to the lack of success by local realty companies, in December 2009, the Board of the CSWA decided to look at other avenues through which to sell the property. One method the Board is considering is to sell the property through an auction company.

To date, the Executive Director of the CSWA has only made initial contact with an auction company to obtain information. No agreement or contract has been discussed by the Board, nor has the Board formally voted on the matter. According to the Requester, the Board of the CSWA is only in the information gathering stage.

As part of this information gathering, two current members of the Board inquired whether they would be permitted to bid on the building at the public auction. According to the Requester, the Board has not taken any official action in furtherance of a decision to sell the building at auction, and therefore, the two members themselves have not taken any official action in regard to placing the building for sale at auction.

Additionally, one of the two members inquired whether her son could bid at auction if she was prohibited from bidding. The Requester indicates that the member and son are not in business together nor do they reside in the same house. However, the son's name is listed on a few utility bills at the house she now lives in, and on a checking account that he opened for her some years ago when she was in the process of moving. According to the Requester, although the Board member's son's name is on the bills and checking account, all of their monies are separate. The Requester further states that neither the son nor the Board member is a legal dependent of the other.

The Requester inquires whether either a Board member or a Board member's family member may bid on the CSWA building if the Board decides to sell it at a public auction.

### CODE PROVISIONS RELIED UPON BY THE COMMISSION

W. Va. Code § 6B-2-5(b) reads in relevant part:

A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person.

W. Va. Code § 6B-2-5(d)(1) states:

[N]o elected or appointed public official or public employee ... or business with which he or she is associated may be party to or have an interest in ... a contract which such official or employee may have direct authority to enter into, or over which he or she may have control: . . . Provided, however, That nothing herein shall be construed to . . . prohibit a part-time appointed public official from entering into a contract which the part-time appointed public official may have direct authority to enter into or over which he or she may have control when the official has not participated in the review or evaluation thereof, has been recused from deciding or evaluating and has been excused from voting on the contract and has fully disclosed the extent of his or her interest in the contract.

Further, W.Va. Code § 6B-2-5(d)(2) provides in part:

In the absence of bribery or a purpose to defraud, an elected or appointed public official or public employee or a member of his or her immediate family or a business with which he or she is associated shall not be considered as having a prohibited financial interest in a public contract when such a person has a limited interest as an owner, shareholder or creditor of the business which is awarded a public contract.

W.Va. Code § 6B-1-3(f) defines "Immediate Family" as "a spouse with whom the individual is living as husband and wife and any dependent child or children, dependent grandchild or grandchildren and dependent parent or parents."

Finally, W. Va. Code § 61-10-15(a) states, in relevant part:

It is unlawful for any member of a county commission, district school officer, . . . or any member of any other county or district board or any county or district officer to be or become pecuniarily interested, directly or indirectly, in the proceeds of any contract or service or in the furnishing of any supplies in the contract for or the awarding or letting of a contract if, as a member, officer, secretary, supervisor, . . . , he or she may have any voice, influence or control[.]

### **ADVISORY OPINION**

The question as to whether a public official may bid on property at a public auction is not a matter of first impression for the Commission. In Advisory Opinion 93- 49, the Commission held that it would be a violation of the Ethics Act and W.Va. Code § 61-10-15 for members of a county school board, and their spouses, to bid on surplus county school board property at an auction.

However, since the issuance of Advisory Opinion 93-49, the Legislature amended the Ethics Act to include a proviso allowing for *part-time* appointed public officials to enter into certain public contracts. Thus, the Commission must revisit its outright prohibition in light of the statutory amendment.

Further, since the prohibitions in the Ethics Act and W.Va. Code § 61-10-15 differ, the Commission shall address each separately.

#### **The Ethics Act**

The Ethics Act prohibits public officials, including appointed members of a CSWA Board, from having more than a limited interest in the profits or benefits of a public contract over which he or she has direct authority or control. W. Va. Code § 6B-2-5(d)(1). However, the Ethics Act does have a limited exception for certain part-time appointed public officials. Specifically, the Ethics Act states:

Provided, however, That nothing herein shall be construed to . . . prohibit a part-time appointed public official from entering into a contract which the part-time appointed public official may have direct authority to enter into or over which he or she may have control when the official has not participated in the review or evaluation thereof, has been recused from deciding or evaluating and has been excused from voting on the contract and has fully disclosed the extent of his or her interest in the contract.

### ***Board Members***

Accordingly, under the West Virginia Ethics Act, a part-time appointed public official may enter into a contract with an entity over which he or she has direct authority or control, so long as the public official has properly recused him or herself from the vote and discussion. To the extent that any part of Advisory Opinion 93-49 is inconsistent with this Opinion, that part is hereby expressly overruled.

With respect to the CSWA, the two public officials interested in bidding at auction are appointed members to the Board of Directors of a County Solid Waste Authority, not full-time employees thereof. Therefore, the Commission hereby finds that the Ethics Act does not prohibit the two Board members from bidding on the CSWA building at a public auction, provided they properly recuse themselves from any and all consideration of any matter concerning the sale of the property, including the method of selling it.<sup>1</sup>

### ***Family Members***

The Requester also inquires whether family members of the public officials may bid on and purchase the building at auction. More particularly, the Requester indicates that the son of a Board member may seek to bid on the property. According to the Requester, neither the son nor the Board member is a legal dependent of the other. As earlier noted, although the member and son are not in business together nor reside in the same house, they are joint owners of a checking account (and the son's name appears on a few of the member's utility bills).

The Commission hereby finds that, generally, if the son and member had no financial relationship at all, it would not violate the Ethics Act for the son to bid on and purchase the property at public auction so long as the parent/member recused himself/herself as hereinabove set forth. However, with respect to this specific situation, the Commission lacks the information necessary to determine whether the son is the member's dependent, or vice versa. The Requester's assertion that neither the son nor the Board member is a legal dependent of the other satisfies the required inquiry by the Commission. Instead, the Commission is obligated to analyze the specific facts of the situation before issuing a binding ruling. Thus, the Commission declines to answer the second question due to the lack of crucial information.

As with other public servants, should the public official have a question about the application of the Ethics Act's prohibitions, he or she may contact the Ethics Commission for specific guidance, including requesting a formal advisory opinion.

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<sup>1</sup> In order for recusal to be proper, the public official must excuse himself/herself from participating in the discussion and decision-making process by physically removing himself/herself from the room during the period, fully disclosing his or her interests, and recusing himself/herself from voting on the issue. See W.Va. Code § 6B-2-5(j).

## West Virginia Code § 61-10-15

In addition to complying with the Ethics Act, a part-time appointed member of a County entity must also abide by the stricter prohibitions contained in W.Va. Code § 61-10-15. W. Va. Code § 61-10-15, a separate criminal statute, imposes criminal penalties against County officials who are pecuniarily interested, either directly or indirectly, in the proceeds of a public contract over which those officials exercise "voice, influence, or control." Any person who violates this provision is guilty of a misdemeanor and may be removed from public office.

### ***Board Members***

Unlike the Ethics Act, the prohibition under W.Va. Code § 61-10-15 does not have an exception for part-time appointed public officials. Rather, it strictly prohibits **all** members of a County Board from having any direct or indirect pecuniary interest in the proceeds of a public contract. This includes members of a Board of Directors of a County Solid Waste Authority.

Since the Board is the seller, the two board members have "voice, influence, and control" over the sale of property titled in the name of the CSWA. Although the property has not yet been presented for sale at auction, the ultimate sale of the building will constitute a public contract. Therefore, the Commission hereby finds that, under W.Va. Code § 61-10-15, the two board members are prohibited from bidding on and purchasing CSWA property at a public auction.

### ***Family Members***

Similarly, W.Va. Code § 61-10-15 imposes restrictions upon family members of public officials and employees. However, unlike the Ethics Act, W.Va. Code § 61-10-15 does not expressly identify the applicable family members. Instead, the statute provides that public officials or employees may not

become pecuniarily interested, directly or **indirectly**, in the proceeds of any contract or service or in the furnishing of any supplies in the contract for or the awarding or letting of a contract. . .

(Emphasis Added).

The term "indirectly" is not defined in the statute. Thus, unlike the Ethics Act, the prohibitions are not specifically limited to immediate family members. Instead, the statute applies to any individual with whom the public servant has a financial interest. Arguably, the term "indirectly" also includes those situations in which there is a co-mingling of funds, or an existing contract which obligates the individual to make payment to the public official (e.g. rent or lease agreement).

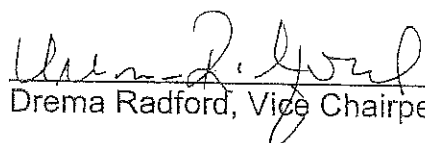
However, these are all factual determinations which must be addressed on a case by case basis. Therefore, in interpreting this term, as with the Ethics Act, the Commission expressly declines to answer the second question, without more factual information.

Should a county public servant covered by W.Va. Code § 61-10-15 have a question about the application of these prohibitions, he or she may contact the Ethics Commission for specific guidance, including requesting a formal advisory opinion.

### Conclusion

Accordingly, although it is permissible under the Ethics Act, because they are **county** part-time appointed public officials, subject to the stricter provisions of W.Va. Code § 61-10-15, the two board members are precluded from bidding on and/or purchasing the CSWA building at a public auction. The Commission declines to answer the second question relating to a family member due to lack of information. Lastly, to the extent that any part of Advisory Opinion 93-49 is inconsistent with this Opinion, that part is hereby expressly overruled.

This advisory opinion is limited to questions arising under the Ethics Act, W. Va. Code § 6B-1-1, *et seq.*, and W.Va. Code § 61-10-15, and does not purport to interpret other laws or rules. In accordance with W.Va. Code § 6B-2-3, this opinion has precedential effect and may be relied upon in good faith by other public agencies unless and until it is amended or revoked, or the law is changed.

  
Drema Radford, Vice Chairperson

## ADVISORY OPINION NO. 2010-10

2010 APR -5 AM 11:00

Issued On April 1, 2010 By The

WEST VIRGINIA ETHICS COMMISSION

OFFICE OF THE  
SECRETARY OF STATEOPINION SOUGHT

The Board of Directors for a County Solid Waste Authority (CSWA) asks whether it is permissible for board members and/or their family members to bid on the purchase of a building owned by the CSWA which is being sold at a public auction.

FACTS RELIED UPON BY THE COMMISSION

In 1995, a County Solid Waste Authority (CSWA) purchased a one story building to house its offices and a recycling/reuse/repair center. In 2002, the CSWA leased a larger building and moved its office and operations into that new larger building.

The CSWA retained ownership of the one story building, and has rented out the space to various entities and parties over the years. However, the income from the renters has not been enough to offset the cost of the insurance and maintenance of the building. As a result, in October 2005, the Board of Directors (Board) of the CSWA decided to sell the building. The Board of the CSWA listed the property with a local realty company in 2005, but it did not sell.

In February 2007, the Requester decided to list the property with a different realty company and to drastically reduce the selling price. Despite these changes, the building still did not sell. In August 2007 and in November 2008, the Requester again lowered the selling price, but neither price reduction resulted in a sale of the property.

Due to the lack of success by local realty companies, in December 2009, the Board of the CSWA decided to look at other avenues through which to sell the property. One method the Board is considering is to sell the property through an auction company.

To date, the Executive Director of the CSWA has only made initial contact with an auction company to obtain information. No agreement or contract has been discussed by the Board, nor has the Board formally voted on the matter. According to the Requester, the Board of the CSWA is only in the information gathering stage.

As part of this information gathering, two current members of the Board inquired whether they would be permitted to bid on the building at the public auction. According to the Requester, the Board has not taken any official action in furtherance of a decision to sell the building at auction, and therefore, the two members themselves have not taken any official action in regard to placing the building for sale at auction.

Additionally, one of the two members inquired whether her son could bid at auction if she was prohibited from bidding. The Requester indicates that the member and son are not in business together nor do they reside in the same house. However, the son's name is listed on a few utility bills at the house she now lives in, and on a checking account that he opened for her some years ago when she was in the process of moving. According to the Requester, although the Board member's son's name is on the bills and checking account, all of their monies are separate. The Requester further states that neither the son nor the Board member is a legal dependent of the other.

The Requester inquires whether either a Board member or a Board member's family member may bid on the CSWA building if the Board decides to sell it at a public auction.

### CODE PROVISIONS RELIED UPON BY THE COMMISSION

W. Va. Code § 6B-2-5(b) reads in relevant part:

A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person.

W. Va. Code § 6B-2-5(d)(1) states:

[N]o elected or appointed public official or public employee ... or business with which he or she is associated may be party to or have an interest in ... a contract which such official or employee may have direct authority to enter into, or over which he or she may have control: . . . Provided, however, That nothing herein shall be construed to . . . prohibit a part-time appointed public official from entering into a contract which the part-time appointed public official may have direct authority to enter into or over which he or she may have control when the official has not participated in the review or evaluation thereof, has been recused from deciding or evaluating and has been excused from voting on the contract and has fully disclosed the extent of his or her interest in the contract.

Further, W.Va. Code § 6B-2-5(d)(2) provides in part:

In the absence of bribery or a purpose to defraud, an elected or appointed public official or public employee or a member of his or her immediate family or a business with which he or she is associated shall not be considered as having a prohibited financial interest in a public contract when such a person has a limited interest as an owner, shareholder or creditor of the business which is awarded a public contract.

W.Va. Code § 6B-1-3(f) defines "Immediate Family" as "a spouse with whom the individual is living as husband and wife and any dependent child or children, dependent grandchild or grandchildren and dependent parent or parents."

Finally, W. Va. Code § 61-10-15(a) states, in relevant part:

It is unlawful for any member of a county commission, district school officer, . . . or any member of any other county or district board or any county or district officer to be or become pecuniarily interested, directly or indirectly, in the proceeds of any contract or service or in the furnishing of any supplies in the contract for or the awarding or letting of a contract if, as a member, officer, secretary, supervisor, . . . , he or she may have any voice, influence or control[.]

### **ADVISORY OPINION**

The question as to whether a public official may bid on property at a public auction is not a matter of first impression for the Commission. In Advisory Opinion 93- 49, the Commission held that it would be a violation of the Ethics Act and W.Va. Code § 61-10-15 for members of a county school board, and their spouses, to bid on surplus county school board property at an auction.

However, since the issuance of Advisory Opinion 93-49, the Legislature amended the Ethics Act to include a proviso allowing for *part-time* appointed public officials to enter into certain public contracts. Thus, the Commission must revisit its outright prohibition in light of the statutory amendment.

Further, since the prohibitions in the Ethics Act and W.Va. Code § 61-10-15 differ, the Commission shall address each separately.

### **The Ethics Act**

The Ethics Act prohibits public officials, including appointed members of a CSWA Board, from having more than a limited interest in the profits or benefits of a public contract over which he or she has direct authority or control. W. Va. Code § 6B-2-5(d)(1). However, the Ethics Act does have a limited exception for certain part-time appointed public officials. Specifically, the Ethics Act states:

Provided, however, That nothing herein shall be construed to . . . prohibit a part-time appointed public official from entering into a contract which the part-time appointed public official may have direct authority to enter into or over which he or she may have control when the official has not participated in the review or evaluation thereof, has been recused from deciding or evaluating and has been excused from voting on the contract and has fully disclosed the extent of his or her interest in the contract.

### ***Board Members***

Accordingly, under the West Virginia Ethics Act, a part-time appointed public official may enter into a contract with an entity over which he or she has direct authority or control, so long as the public official has properly recused him or herself from the vote and discussion. To the extent that any part of Advisory Opinion 93-49 is inconsistent with this Opinion, that part is hereby expressly overruled.

With respect to the CSWA, the two public officials interested in bidding at auction are appointed members to the Board of Directors of a County Solid Waste Authority, not full-time employees thereof. Therefore, the Commission hereby finds that the Ethics Act does not prohibit the two Board members from bidding on the CSWA building at a public auction, provided they properly recuse themselves from any and all consideration of any matter concerning the sale of the property, including the method of selling it.<sup>1</sup>

### ***Family Members***

The Requester also inquires whether family members of the public officials may bid on and purchase the building at auction. More particularly, the Requester indicates that the son of a Board member may seek to bid on the property. According to the Requester, neither the son nor the Board member is a legal dependent of the other. As earlier noted, although the member and son are not in business together nor reside in the same house, they are joint owners of a checking account (and the son's name appears on a few of the member's utility bills).

The Commission hereby finds that, generally, if the son and member had no financial relationship at all, it would not violate the Ethics Act for the son to bid on and purchase the property at public auction so long as the parent/member recused himself/herself as hereinabove set forth. However, with respect to this specific situation, the Commission lacks the information necessary to determine whether the son is the member's dependent, or vice versa. The Requester's assertion that neither the son nor the Board member is a legal dependent of the other satisfies the required inquiry by the Commission. Instead, the Commission is obligated to analyze the specific facts of the situation before issuing a binding ruling. Thus, the Commission declines to answer the second question due to the lack of crucial information.

As with other public servants, should the public official have a question about the application of the Ethics Act's prohibitions, he or she may contact the Ethics Commission for specific guidance, including requesting a formal advisory opinion.

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<sup>1</sup> In order for recusal to be proper, the public official must excuse himself/herself from participating in the discussion and decision-making process by physically removing himself/herself from the room during the period, fully disclosing his or her interests, and recusing himself/herself from voting on the issue. See W.Va. Code § 6B-2-5(j).

## West Virginia Code § 61-10-15

In addition to complying with the Ethics Act, a part-time appointed member of a County entity must also abide by the stricter prohibitions contained in W.Va. Code § 61-10-15. W. Va. Code § 61-10-15, a separate criminal statute, imposes criminal penalties against County officials who are pecuniarily interested, either directly or indirectly, in the proceeds of a public contract over which those officials exercise "voice, influence, or control." Any person who violates this provision is guilty of a misdemeanor and may be removed from public office.

### ***Board Members***

Unlike the Ethics Act, the prohibition under W.Va. Code § 61-10-15 does not have an exception for part-time appointed public officials. Rather, it strictly prohibits **all** members of a County Board from having any direct or indirect pecuniary interest in the proceeds of a public contract. This includes members of a Board of Directors of a County Solid Waste Authority.

Since the Board is the seller, the two board members have "voice, influence, and control" over the sale of property titled in the name of the CSWA. Although the property has not yet been presented for sale at auction, the ultimate sale of the building will constitute a public contract. Therefore, the Commission hereby finds that, under W.Va. Code § 61-10-15, the two board members are prohibited from bidding on and purchasing CSWA property at a public auction.

### ***Family Members***

Similarly, W.Va. Code § 61-10-15 imposes restrictions upon family members of public officials and employees. However, unlike the Ethics Act, W.Va. Code § 61-10-15 does not expressly identify the applicable family members. Instead, the statute provides that public officials or employees may not

become pecuniarily interested, directly or **indirectly**, in the proceeds of any contract or service or in the furnishing of any supplies in the contract for or the awarding or letting of a contract. . .

(Emphasis Added).

The term "indirectly" is not defined in the statute. Thus, unlike the Ethics Act, the prohibitions are not specifically limited to immediate family members. Instead, the statute applies to any individual with whom the public servant has a financial interest. Arguably, the term "indirectly" also includes those situations in which there is a co-mingling of funds, or an existing contract which obligates the individual to make payment to the public official (e.g. rent or lease agreement).

However, these are all factual determinations which must be addressed on a case by case basis. Therefore, in interpreting this term, as with the Ethics Act, the Commission expressly declines to answer the second question, without more factual information.

Should a county public servant covered by W.Va. Code § 61-10-15 have a question about the application of these prohibitions, he or she may contact the Ethics Commission for specific guidance, including requesting a formal advisory opinion.

### Conclusion

Accordingly, although it is permissible under the Ethics Act, because they are **county** part-time appointed public officials, subject to the stricter provisions of W.Va. Code § 61-10-15, the two board members are precluded from bidding on and/or purchasing the CSWA building at a public auction. The Commission declines to answer the second question relating to a family member due to lack of information. Lastly, to the extent that any part of Advisory Opinion 93-49 is inconsistent with this Opinion, that part is hereby expressly overruled.

This advisory opinion is limited to questions arising under the Ethics Act, W. Va. Code § 6B-1-1, *et seq.*, and W.Va. Code § 61-10-15, and does not purport to interpret other laws or rules. In accordance with W.Va. Code § 6B-2-3, this opinion has precedential effect and may be relied upon in good faith by other public agencies unless and until it is amended or revoked, or the law is changed.

  
Drema Radford, Vice Chairperson

WEST VIRGINIA LOTTERY  
 First Benchmark  
 Charles Town  
 County / City Split  
 Fiscal Year 2009

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

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 12.42%	CHARLES TOWN 34.56%	HARPERS FERRY 3.65%	RANSON 35.08%	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	\$ 158,889.08	\$ 158,889.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ 2,491.88
08/15/09	\$ 162,444.28	\$ 81,222.14	\$ 81,222.14	\$ 10,087.78	\$ 26,070.37	\$ 2,964.61	\$ 28,492.73	\$ 11,806.64
08/22/09	\$ 152,520.62	\$ 78,260.31	\$ 78,260.31	\$ 9,471.53	\$ 26,355.58	\$ 2,783.50	\$ 28,752.12	\$ 10,897.60
08/29/09	\$ 161,586.30	\$ 80,472.92	\$ 80,472.92	\$ 9,994.74	\$ 27,611.44	\$ 2,937.26	\$ 28,229.90	\$ 11,499.58
09/05/09	\$ 160,945.64	\$ 80,798.15	\$ 80,798.15	\$ 10,035.13	\$ 27,923.84	\$ 2,949.13	\$ 28,343.89	\$ 11,546.06
09/12/09	\$ 172,573.84	\$ 86,286.92	\$ 86,286.92	\$ 10,716.84	\$ 29,620.78	\$ 3,149.47	\$ 30,269.45	\$ 12,330.40
09/19/09	\$ 140,020.30	\$ 70,010.15	\$ 70,010.15	\$ 8,695.28	\$ 24,195.51	\$ 2,555.37	\$ 24,569.58	\$ 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	\$ 9,805.38
10/03/09	\$ 144,572.08	\$ 72,286.04	\$ 72,286.04	\$ 8,977.93	\$ 24,982.06	\$ 2,836.44	\$ 25,357.93	\$ 10,329.68
10/10/09	\$ 139,301.26	\$ 69,650.83	\$ 69,650.83	\$ 8,650.61	\$ 24,071.25	\$ 2,542.25	\$ 24,433.44	\$ 9,853.08
10/17/09	\$ 147,120.42	\$ 73,560.21	\$ 73,560.21	\$ 9,138.18	\$ 25,422.41	\$ 2,664.05	\$ 25,804.82	\$ 10,511.75
10/24/09	\$ 135,163.32	\$ 67,581.86	\$ 67,581.86	\$ 6,983.64	\$ 23,356.22	\$ 2,466.73	\$ 23,707.65	\$ 9,221.09
10/31/09	\$ 129,058.80	\$ 64,528.30	\$ 64,528.30	\$ 8,014.41	\$ 22,300.98	\$ 2,355.28	\$ 22,636.54	\$ 9,108.67
11/07/09	\$ 127,483.16	\$ 63,741.59	\$ 63,741.59	\$ 7,916.71	\$ 22,029.09	\$ 2,326.57	\$ 22,380.55	\$ 9,425.63
11/14/09	\$ 131,919.28	\$ 65,959.64	\$ 65,959.64	\$ 8,192.19	\$ 22,795.65	\$ 2,407.53	\$ 23,138.64	\$ 8,508.27
11/21/09	\$ 119,094.10	\$ 59,547.05	\$ 59,547.05	\$ 7,395.74	\$ 20,579.46	\$ 2,173.47	\$ 20,888.11	\$ 8,008.27
11/28/09	\$ 144,799.96	\$ 72,399.98	\$ 72,399.98	\$ 8,992.08	\$ 25,021.43	\$ 2,642.60	\$ 25,387.91	\$ 10,345.86
12/05/09	\$ 102,013.02	\$ 51,006.51	\$ 51,006.51	\$ 6,335.01	\$ 17,627.85	\$ 1,861.74	\$ 17,893.08	\$ 7,288.83
12/12/09	\$ 104,921.18	\$ 52,460.58	\$ 52,460.58	\$ 6,515.60	\$ 18,130.38	\$ 1,914.81	\$ 18,403.17	\$ 7,488.62
12/19/09	\$ 85,666.78	\$ 32,834.39	\$ 32,834.39	\$ 4,078.03	\$ 11,347.57	\$ 1,198.46	\$ 11,618.30	\$ 4,682.03
12/26/09	\$ 106,812.68	\$ 53,406.34	\$ 53,406.34	\$ 6,633.07	\$ 18,457.23	\$ 1,949.33	\$ 18,734.94	\$ 7,531.77
01/02/10	\$ 185,960.80	\$ 92,980.40	\$ 92,980.40	\$ 11,548.17	\$ 32,134.03	\$ 3,383.78	\$ 32,617.52	\$ 13,286.90
01/09/10	\$ 110,040.82	\$ 55,020.46	\$ 55,020.46	\$ 6,833.54	\$ 19,015.07	\$ 2,008.25	\$ 19,301.18	\$ 7,662.42
01/16/10	\$ 121,102.56	\$ 60,551.28	\$ 60,551.28	\$ 7,520.47	\$ 20,926.52	\$ 2,210.12	\$ 21,241.39	\$ 8,652.78
01/23/10	\$ 139,887.06	\$ 69,943.53	\$ 69,943.53	\$ 8,686.89	\$ 24,172.48	\$ 2,552.94	\$ 24,536.19	\$ 9,994.93
01/30/10	\$ 97,055.50	\$ 48,527.75	\$ 48,527.75	\$ 6,027.15	\$ 16,771.19	\$ 1,771.26	\$ 17,023.53	\$ 6,934.62
02/06/10	\$ 74,310.28	\$ 37,155.14	\$ 37,155.14	\$ 4,614.87	\$ 12,840.82	\$ 1,356.16	\$ 13,034.02	\$ 5,309.47
02/13/10	\$ 86,668.00	\$ 44,334.00	\$ 44,334.00	\$ 5,506.28	\$ 15,321.83	\$ 1,618.19	\$ 15,552.37	\$ 6,335.33
02/20/10	\$ 153,892.24	\$ 76,946.12	\$ 76,946.12	\$ 8,556.71	\$ 26,592.58	\$ 2,808.53	\$ 26,992.70	\$ 10,995.60
02/27/10	\$ 144,048.80	\$ 72,024.40	\$ 72,024.40	\$ 8,945.43	\$ 24,891.63	\$ 2,628.89	\$ 25,266.16	\$ 10,292.29
03/06/10	\$ 153,873.70	\$ 76,936.85	\$ 76,936.85	\$ 8,555.56	\$ 26,589.37	\$ 2,808.20	\$ 26,989.44	\$ 10,994.28
03/13/10	\$ 142,014.74	\$ 71,007.37	\$ 71,007.37	\$ 8,819.12	\$ 24,540.15	\$ 2,591.77	\$ 24,809.38	\$ 10,146.95
03/20/10	\$ 148,670.76	\$ 74,335.38	\$ 74,335.38	\$ 9,232.45	\$ 26,890.31	\$ 2,713.24	\$ 26,076.85	\$ 10,622.53
03/27/10	\$ 139,863.76	\$ 69,841.88	\$ 69,841.88	\$ 8,686.78	\$ 24,171.81	\$ 2,552.88	\$ 24,535.62	\$ 9,994.69
04/03/10	\$ 141,272.58	\$ 70,636.28	\$ 70,636.28	\$ 8,773.03	\$ 24,411.80	\$ 2,578.22	\$ 24,779.21	\$ 10,093.92
04/10/10	\$ 139,385.58	\$ 69,692.79	\$ 69,692.79	\$ 8,655.84	\$ 24,085.83	\$ 2,543.79	\$ 24,446.23	\$ 9,959.10
04/17/10	\$ 136,671.84	\$ 69,335.92	\$ 69,335.92	\$ 8,611.52	\$ 23,962.50	\$ 2,530.76	\$ 24,323.04	\$ 9,908.10
04/24/10	\$ 137,426.22	\$ 66,714.11	\$ 66,714.11	\$ 8,534.29	\$ 23,747.60	\$ 2,508.06	\$ 24,104.91	\$ 9,819.25
Subtotal	\$ 5,889,787.46	\$ 3,400,915.48	\$ 2,468,851.98	\$ 309,115.44	\$ 660,147.23	\$ 90,843.09	\$ 873,089.28	\$ 355,856.95

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

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

Week Ending Date	Week Ending April 24, 2010 FY10 April 30, 2010
<b>To be Deposited on:</b>	
Amount Played	81,905,318.87
Amount Won	73,612,576.85
Amount Promo	303,660.00
MWAP Contribution	<u>36,060.05</u>
	<u>7,953,021.97</u>
Adjusted Gross Terminal Revenue	0.00
Administrative Costs @ 4%	<u>318,120.88</u>
Excess Lottery Fund @ 4%	<u>7,634,901.09</u>
Net Terminal Revenue	763,490.12
Surcharge @ 10%	442,824.27
State Share Excess @ 58%	320,665.85
Track Share of Capital Reinvestment @ 42%	\$ 307,839.22
Track Share of Capital Reinvestment @ 42% - 95%	\$ 12,826.63
Track Share of Capital Reinvestment @ 42% - 4%	<u>6,871,410.97</u>
Adjusted Net Terminal Revenue	2,885,992.61
Racetrack @ 46.50% / 42%	0.00
Lottery Fund @ 30% / 0%	2,817,278.51
Excess Lottery Fund @ 0% / 41%	549,712.88
Race Track Purses @ 7% / 14% / 8%	0.00
Workers' Compensation Debt Reduction @ 7%	34,357.05
Employee Pension Fund @ 1% / .5%	51,535.58
Greyhound Development @ .75%	51,535.58
Thoroughbred Development @ .75%	68,714.11
Racing Commission @ 1%	137,428.22
County/Municipality @ 2%	94,481.90
3% Funds:	25,767.79
Tourism Promotion Fund @ 1.375%	34,357.05
Development Office Promotion Fund @ .375%	47,240.95
Research Challenge Fund @ .5%	4,294.63
Capitol Renovation and Improvement Fund @ .6875%	0.00
2004 Capitol Complex Parking Garage Fund @ .0625%	0.00
1% Funds:	0.00
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	<u>68,714.11</u>
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>6,871,410.97</u>

P.O. Box 2067  
Charleston, WV 25327



Phone: (304) 558-0500  
Fax: (304) 558-3321  
www.wvlottery.com

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John C. Musgrave  
Director

To: Controller

Location: Jefferson County Commission

Fax #: (304) 725-7916

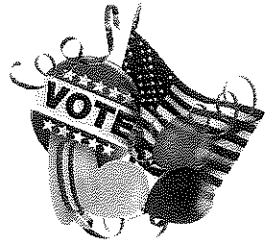
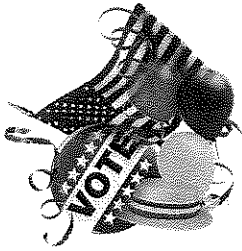
Phone #: (304) 728-3284

From: Melissa White ext. 290

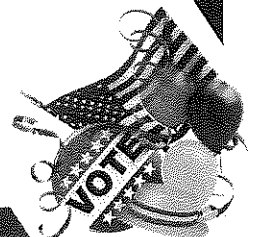
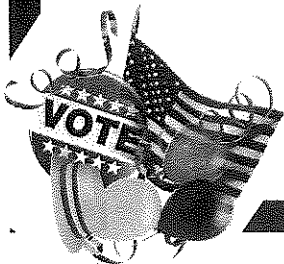
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**Comments:**

VIDEO LOTTERY WEEKLY SETTLEMENT REPORT



The County  
Commission Office  
will be closed on  
May 11, 2010  
for  
Election  
Day.



**Laura Kuhn**

---

**From:** "Sandy McDonald" <sandy@jeffersoncountywv.org>  
**To:** "Laura Kuhn" <laura@jeffersoncountywv.org>  
**Sent:** Tuesday, March 16, 2010 3:59 PM  
**Subject:** Fw: Martin DeLany B'Day  
**Agenda info for next month and I will add this to the calendar**

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

**From:** Lyn Widmyer  
**To:** Sandy Slusher McDonald  
**Sent:** Tuesday, March 16, 2010 3:21 PM  
**Subject:** Fwd: Martin DeLany B'Day

Sandy could you put this on the Commissioner's calendars? Thanks, Lyn

----- Forwarded message -----

**From:** **Hough, John** <[JHough@apus.edu](mailto:JHough@apus.edu)>  
**Date:** Tue, Mar 16, 2010 at 2:20 PM  
**Subject:** Martin DeLany B'Day  
**To:** Lyn Widmyer <[lynwidmyer@gmail.com](mailto:lynwidmyer@gmail.com)>

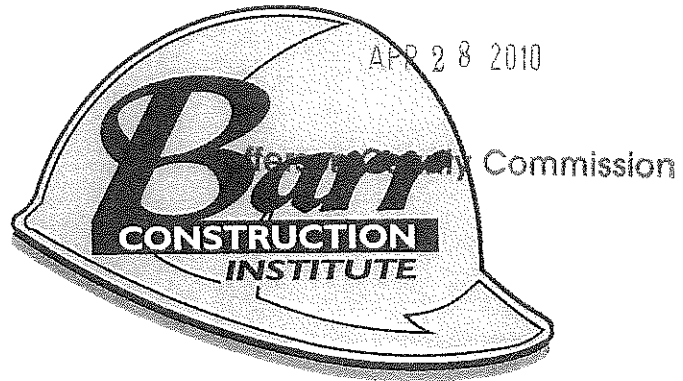
Hi Lyn, Thursday May 6 will be Martin DeLany's 198<sup>th</sup> Birthday. The Jefferson County Black History Preservation Society will be recognizing his birthday at Fishermen's Hall at 7:00 on May 6, 2010. We would be honored if you could attend this very special event. Thanks, John

P.S. Please invite the rest of the County Commission.

John D. Hough, Ed.D | Associate Provost for External Affairs

American Public University System  
American Military University | American Public University  
111 W. Congress Street, Charles Town, WV 25414  
T 304-724-3711 | F 304-724-0924 | [jhough@apus.edu](mailto:jhough@apus.edu) | [www.apus.edu](http://www.apus.edu)

RECEIVED



Dear Lyn Widmyer:

On behalf of ABC – Barr Construction Institute we cordially invite you and the other commissioners to attend our “Partners in Education Appreciation Day”, Monday, May 24, 11:30 am at BCI, 530 N. Locust St., Hagerstown, MD.

The event is to honor and recognize area schools; educators and community leaders for their contribution and support of the advancement of education and training. This special day will include lunch; presentation of awards; a brief program with Jim Elmer; 2010 National ABC Chairman and tours of our training facility. Please RSVP by May 18 to 301-739-1190. Event is free of charge.

Sincerely,

A handwritten signature in black ink that reads 'Joan L. Warner'.

Joan L. Warner  
President

# 2010 LEGISLATIVE REGIONAL WRAP-UPS



**PLEASE JOIN US FOR A  
"REGIONAL WRAP-UP"**

**A LIGHT & LIVELY LOOK AT  
THE LEGISLATIVE SESSION!  
(AND OTHER TIMELY TOPICS)  
*Light Refreshments Served***

**WEDNESDAY, MAY 5<sup>TH</sup>**

**LAKEVIEW RESORT**

*Seminar Rooms 1 & 2*

**MONONGALIA COUNTY**

**1:00 p.m. - 3:00 p.m.**

**THURSDAY, MAY 6<sup>TH</sup>**

**DAYS INN HOTEL / FLATWOODS**

*Conference Room B*

**BRAXTON COUNTY**

**10:00 a.m. - Noon**

**FRIDAY, MAY 7<sup>TH</sup>**

**TAMARACK CONFERENCE CENTER**

**Alan L. Susman Conference Room**

**RALEIGH COUNTY**

**10:00 a.m. - Noon**

**Please Fax Back To 304-346-0592**

**I plan to attend the Regional Wrap-Up in .....**

**Monongalia County**     **Braxton County**     **Raleigh County**