

**AGENDA**  
**JEFFERSON COUNTY COMMISSION**  
**THURSDAY, OCTOBER 7, 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. Doug Pittinger, Director of the Jefferson County Emergency Services Agency  
- Fire Company Contracts - Discussion/Action
2. 10:15 a.m. David Kemnitzer, Architect  
- Present the findings of the completed Historic Structures Report for the courthouse building
3. 10:45 a.m. Angie Banks, Assessor  
- Exonerations
4. 11:00 a.m. Legal Update- Stephanie Grove, Assistant Prosecuting Attorney  
- Consultant Agreement Between Tischlerbise, Inc. and Jefferson County Commission - Discussion/Action
5. 11:15 a.m. Jennifer S. Maghan - County Clerk's Report

6. 11:30 a.m. Hali Taylor - Request by the Jefferson County Development Authority for letter of support from the County Commission for an EPA cleanup grant application for funds to clean up a 4.5 acre brownfield
7. 11:45 a.m. Interviews and Appointment to the Jefferson County Planning Commission - One unexpired term ending March 31, 2013 - Discussion/Action
8. 12:00 p.m. Jennifer Brockman, Director of Planning & Zoning - Follow up on Land Development Fee Roundtable Discussion and request to schedule a public hearing on the Draft Land Development Fee - Discussion/Action
9. 12:30 p.m. Tim Boyde, County Administrator - Work Session #2
  - Salary Adjustments - Discussion/Action
  - Policies and Procedures - Discussion/Action
    - a. Hours of Work
    - b. Employee Handbook
    - c. Issue Resolution
    - d. Compensatory Time
    - e. Supervisory Responsibilities
    - f. Classification Plan
    - g. Calculation of Compensation

**UNFINISHED BUSINESS:**

10. Flowing Springs Treatment Plant Letters - Discussion

**NEW BUSINESS:**

11. Legislative Issues
12. Approval to Fill Vacancy - Animal Control Officer - Discussion/Action
13. Reappointment to the West Virginia Eastern Panhandle Transportation Authority - G. Warren Mickey
14. Approval of Telephone Line Rental Contracts - Discussion/Action

**CORRESPONDENCE:**

Harpers Ferry National Historical Park Community Bulletin received.

Email received from Toni Milbourne regarding her resignation from Jefferson County Emergency Services Agency.

Valley News - Potomac Audubon Society received for the month of October 2010.

Weekly settlement report received from the West Virginia Lottery.

**ANNOUNCEMENTS:**

Reminder - County Offices will be closed on Monday, October 11, 2010 in Observance of Columbus Day.

**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.*

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|--|
| <p>Commission Office Use Only</p> <p>Date on Agenda: _____</p> <p>Appt Time or New Business: _____</p> |
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**AGENDA REQUEST FORM**

Name: Doug Pittinger, Director

Department or Entity: Jefferson County Emergency Services Agency

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: \_\_\_\_\_

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

Subject: **Fire Company Contracts**

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

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

**THIS AGREEMENT** made this 23<sup>rd</sup> day of September, 2010, by and between The County Commission of Jefferson County, West Virginia, a Public Corporation, party of the first part, and the Citizens Fire Company, a Corporation of Charles Town, Jefferson County, West Virginia, party of the second part:

**WHEREAS** the party of the first part is the governing body of Jefferson County, West Virginia, and as such is entrusted with the handling and administration of public funds and also is charged with promoting public safety and general welfare in said county, and;

**WHEREAS** the party of the second part is a legally incorporated volunteer association and is unable to levy taxes on the general public, but exists for the purpose of protecting the lives and property of the general public in said county, and;

**WHEREAS** said party of the second part is the only body which can perform the unique services offered by a fire company, and it is the desire of said party of the first part to help said party of the second part in the performance of its services;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for and in consideration of the sum of \$25,000, to be paid by the said party of the first part to the said party of the second part, said party of the second part hereby agrees that during the Fiscal Year 2011 (July 1, 2010 through June 30, 2011), it shall perform in Jefferson County the following services: general fire fighting, life saving, county-wide communications, traffic control, and similar services necessary in fire fighting.

Said \$25,000 shall be paid upon receipt of this signed contract for the fiscal year 2011.

**IN WITNESS WHEREOF** the said party of the second part has executed this agreement by causing its President to sign hereto its corporate name being duly authorized by its membership and the said party of the first part has executed this agreement by causing its President to sign its name in accordance with the authority granted by said County Commission by order entered on the 23<sup>rd</sup> day of September, 2010.

The County Commission of Jefferson  
County, West Virginia

BY \_\_\_\_\_  
Lyn Widmyer, President

Citizens Fire Company

BY \_\_\_\_\_  
President

In re: Agreement With Citizens Fire Company

The County Commission of Jefferson County has, today, entered into an agreement with Citizens Fire Company, to pay \$25,000 upon receipt of this signed contract for the fiscal year 2011, in consideration that the said Fire Company will perform the following services: general fire fighting, life saving, county-wide communications, traffic control, and similar services necessary to fire fighting.

The County Commission of Jefferson  
County, West Virginia

BY \_\_\_\_\_  
Lyn Widmyer, President

Enter this 23<sup>rd</sup> day of September, 2010

|  |
|--|
| <p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p> |
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**AGENDA REQUEST FORM**

Name: David Kemnitzer, Architect

Department or Entity: \_\_\_\_\_

Estimation of amount of time needed for appointment: 30 minutes

Date Requested – 1<sup>st</sup> Choice: 10/7/10

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

Subject: **Presentation - Historic Structures Report**

Please provide the County Commission with a description of your request or presentation, including any background information: **The Historic Structures Report for the courthouse building is complete. The HSR identifies courthouse maintenance issues and gives guidance for renovation work on the building. The report also gives a possible timeline for these projects.**

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

### Request to be placed on County Com. Agenda

 Delete

 Reply

 Reply All

 Forward

 Move/Copy

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

[Show Header](#)

From: John Allen Jr [Add to Address Book](#)  
To: [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org)  
Date: Monday, September 20, 2010 11:42:23 AM  
Subject: Request to be placed on County Com. Agenda

Commissioners,

The Courthouse Committee is pleased to inform you that the Historic Structures Report for the courthouse building is complete. The HSR identifies courthouse maintenance issues and gives guidance for renovation work on the building. The report also gives a possible timeline for these projects. The courthouse committee requests that David Kemnitzer be provided time on October 7<sup>th</sup> during your regular meeting to present the findings of the report. The presentation should take approximately 30 minutes.

Sincerely,

John Allen, committee chair

on  
10/7/10  
agenda

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

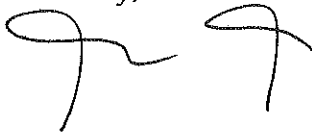
September 3, 2010

Commissioners,

The Courthouse Committee is pleased to inform you that the Historic Structures Report for the courthouse building is complete. The HSR identifies courthouse maintenance issues and gives guidance for renovation work on the building. The report also gives a possible timeline for these projects. The courthouse committee requests that architect David Kemnitzer be provided time during your regular meeting on October 7<sup>th</sup> to present the findings of the report. This presentation should take approximately thirty minutes.

✓

Sincerely,



John Allen, committee chair

**RECEIVED**

SEP 21 2010

Jefferson County Commission

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

**AGENDA REQUEST FORM**

Name: Stephanie Grove, Assistant Prosecuting Attorney

Department or Entity: \_\_\_\_\_

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: \_\_\_\_\_

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

Subject: **Consultant Agreement between Tischerbise, Inc. and Jefferson County, WV**

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

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

**CONSULTANT AGREEMENT  
BETWEEN TISCHLERBISE, INC. AND  
JEFFERSON COUNTY, WEST VIRGINIA**

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Jefferson County, West Virginia, hereinafter called the "**County**," and TischlerBise, Inc., hereinafter called the "**Consultant**."

**WHEREAS** the **County** is in need of certain services; and

**WHEREAS** the **Consultant** has expertise in the impact fee preparation and related activities.

**NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED**, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. The **Consultant** shall provide those services to the **County** as more particularly identified in the attached Exhibit "A."

2. In performing the services identified in the attached Exhibit "A," the consultant shall perform all steps necessary to the full and effective performance of the tasks specifically referenced in Exhibit "A."

3. **Consultant** shall provide sufficient qualified personnel to perform all services as required herein, including but not limited to inspections and preparation of reports, as reasonably requested by representatives of the **County**.

4. (A) The term of this agreement shall be from the date of execution of the Agreement, and shall terminate upon the completion of Tasks specified in Exhibit "A".

(B) Notwithstanding the foregoing, this Agreement may be terminated by the **County** upon ten (10) days written notice, with or without cause. If this Agreement is terminated, the **Consultant** shall be paid for services performed to the date of **Consultant's** receipt of such termination notice.

5. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following address:

**County:** F. Mark Schiavone, Director and Impact Fee Coordinator, 114 E. Washington St., P.O. Box 150, Charles Town, WV, 25414. Facsimile number (304) 724-2178.

**Consultant:** L. Carson Bise, II, TischlerBise, Inc., 4701 Sangamore Road, Suite S240, Bethesda, MD 20816. Facsimile number (301) 320-4860.

6. This Agreement is non-assignable by the **Consultant** and its subcontractors.
7. The **County** shall pay to **Consultant** the amounts indicated in Exhibit "A." The **Consultant** will issue invoices to the **County** on a percentage completion basis. The **County** will make payment within 30 days of receipt of invoice.
8. This Agreement shall be construed under the laws of West Virginia.
9. This Agreement and Exhibit "A" represent the entire and integrated Agreement between the **County** and the **Consultant** and supersede all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **County** and the **Consultant**. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
10. In the event any provision of the Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provisions, terms, conditions, or covenant shall not be construed by the other party as a subsequent breach of the same by the other party.
11. The **Consultant** hereby agrees to indemnify and hold harmless the **County**, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits caused by the **Consultant's** breach of contract or the negligent performance by **Consultant** (or by any person acting for the **Consultant** or for whom the **Consultant** is responsible).
12. The consultant shall secure and maintain during the life of this Agreement, insurance coverage that shall include comprehensive general and automobile liability in the amount of at least \$1,000,000.00 coverage with an insurer acceptable to the **County**. **Consultant** shall also maintain errors and omissions insurance in the amount of at least \$250,000.00 for the duration of the contract and a period of two years after completion of the contract. **Consultant** shall provide the **County** with proof of such insurance in a form acceptable to **County** upon request.
13. No oral orders, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in the Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver, or modifications shall be introduced in any proceeding.
14. In the case of a court proceeding, under a separate contract, the **Consultant** will be available to appear in defense of the impact fees prepared by the **Consultant**.

**IN WITNESS WHEREOF**, the parties have caused the Agreement to be signed by their duly authorized representatives as of the \_\_\_\_\_ day of \_\_\_\_\_, 2010.

**JEFFERSON COUNTY, WEST VIRGINIA**

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

**TISCHLERBISE, INC.**

By: \_\_\_\_\_  
L. Carson Bise, II  
President

## EXHIBIT A

The following phases and tasks are recommended to achieve the County's desired outcomes and provide a defensible impact fee study. In summary, TischlerBise proposes the study be conducted in two phases.

### ***Phase 1 – Student Generation Rate***

#### **Task 1: Agreement on Public School Student Generation Rate Methodology**

Working with the County, we will review various approaches to calculating public school student generation rates. This could include, if the data is supportive, variations in pupil yields based on the housing unit size or number of bedrooms. The expected outcome is to reach agreement on the methodology and data to be used by the consultant in its analysis.

TischlerBise will review the County's efforts to link pupil count by residential address with assessor data on housing unit size. This task will include reviewing the statistical validity of the data. TischlerBise will also utilize our national impact fee experience to provide insight into the feasibility of administering an impact fee system based on housing unit size. The County will review drafts of proposed methodologies and data sources and provide feedback.

***Work Product:*** Upon approval of the County, the consultant will produce with a memorandum summarizing the methodology that will be used to calculate student generation rates.

#### **Task 2: Development of Public School Student Generation Rate**

Based on the selected methodology from Task A above, we will recalibrate the pupil generation factors as needed for residential development. We will then consider growth trends, and in consultation with appropriate County staff, project likely future enrollment.

***Work Product:*** Upon approval of the County Project Team, the consultant will produce a memorandum reformatting the data to be included in the impact fee analysis report.

### ***Phase 2 – Impact Fee Calculation***

#### **Task 1: Ascertain Level of Service for School Facilities**

Once agreement on the memorandums produced in the tasks outlined above has been reached, the next step involves calculating the appropriate level of service for the schools. The consultant will determine the appropriate current level of service through additional on-site interviews and analyze state and local data to determine any extenuating circumstances. During these interviews, the County will provide the following:

- Capital inventory of all pertinent Board of Education assets to include land, buildings, and equipment. This information will be further broken down into the service categories of elementary, middle, and high schools, administrative and support facilities.
- Capacity status of the above capital inventory items.
- Current valuation of the above capital inventory items.
- Current enrollment for the entire school system, broken into elementary, middle, and high school categories.

There are two important components to this task that are outlined below.

- 1) **Evaluate Existing Levels of Service** – It is important to note that impact fees should use existing levels of service for the purpose of calculating the new demand, unless there are extenuating circumstances. We will determine the existing level of service by conducting onsite interviews, evaluating the appropriate studies and analyzing relevant local data.
- 2) **Determine Geographic Service Area** – The appropriate geographic service area for purposes of calculating the impact fees will be determined.

The above subtasks will enable us to ensure that three important impact fee requirements are met; namely the proportionate share, substantial benefit and rational nexus.

### **Task 2: Evaluate Different Allocation Methodologies**

TischlerBise will consider different possible allocation methodologies to determine which is the most appropriate for each component of the school impact fee. This comprehensive approach will allow maximization of impact fee revenue.

### **Task 3: Identify Capacity Needs and Costs**

This task will culminate in the relevant capital needs and costs due to new residential development.

- 1) **Long Range Capital Need** - In this subtask, TischlerBise will further review the various studies and other data germane to school capital facilities. The discussions may include not only an understanding of the specific costs, but also whether these capital facilities needs were due to normal replacement, catch-up or new demand. The issue of catch-up will be discussed in the context of new development paying for higher levels of service than those that currently exist.
- 2) **Review Cost Estimates** - In this subtask TischlerBise will review, as relevant, the various capital costs. As part of this subtask, we will ascertain whether school facilities are likely to be financed and, if so, the amortization schedule.

As part of calculating the fee, the jurisdiction may include the construction contract price; the cost of acquiring land, improvements, materials and fixtures; planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the County will use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

### **Task 4: Determine Need for and Calculate “Credits” to be applied Against Capital Costs**

A consideration of “credits” is integral to the development of a legally valid impact fee methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are, in fact, two types of “credits” each with specific, distinct characteristics, but both of which will be included in the development of impact fees. The first is a credit due to possible double payment situations. This could occur when future contributions are made by the property owner toward the capital costs of the public facility, which is covered by the impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed.

The County will provide TischlerBise with the mean residential dwelling valuation, current bond value, future value, bond term, and a breakdown of bond funding for various renovation and expansion projects at the high school level.

#### **Task 5 Complete Impact Fee Methodology and Calculation**

The completion of the above task will enable the impact fee methodology and calculations to be finalized. The maximum justifiable fee that can be charged and conform to fee requirements will be calculated. (The County will subsequently decide what percentage of the maximum justifiable fee it wants to charge.)

#### **Task 6: Conduct Funding and Cash Flow Analysis**

In order to prepare a meaningful capital improvement plan, it is important to evaluate the anticipated funding sources. In this task, TischlerBise will prepare a cash flow analysis, which indicates the sources of funding, independent of the school impact fee amounts. This calculation will allow the County to better understand the various revenue sources possible and the amount, which would be needed if the impact fees were discounted. It will also provide a good understanding of the cash flow needed to cover the infrastructure costs both for existing and new development.

The initial cash flow analysis will indicate whether additional funds might be needed or whether the capital improvements plan might need to be altered. This could also affect the total credits calculated in the previous task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.

#### **Task 7: Preparation of School Impact Fee Report**

TischlerBise will prepare a draft report that summarizes the need for school impact fees, the relevant methodologies employed and documents all assumptions and cost factors. The report will include at a minimum the following information:

- Executive Summary
- A detailed description of the methodologies used during the study
- A detailed description of all level of service standards and cost factors used and accompanying rationale
- A detailed schedule of the proposed school construction impact fees
- Other information which adequately explains and justifies the resulting recommended fee schedule

TischlerBise’s fee report will have flow diagrams clearly indicating the methodology and approach, a series of tables for each activity showing all of the data assumptions and figures, and a narrative explaining all of the data assumptions, sources and the methodologies. The report will be a stand-alone document clearly understood by interested parties. Because of the firm’s extensive experience in calculating impact fees and preparing such reports, we have developed a very succinct written product that leaves a well-understood paper trail.

**Task 8: Presentations/Meetings**

We will attend one meeting/public hearing to explain the analysis and conclusions.

**Task 9: Additional Presentations/Meetings (Optional)**

On a per diem basis, we will meet with additional committees/groups designated by the County at mutually agreed upon times.

**Schedule**

The time estimated to complete the impact fee report is approximately four months from the start of Phase 1. This assumes prompt receipt of requested materials and data from the County, as well as allowing sufficient time for County staff to review the appropriate products.

| Phase/Task   | Month 1 | Month 2 | Month 3 | Month 4 |
|--|---------|---------|---------|---------|
| <b>Phase 1 - Student Generation Rate</b>             |         |         |         |         |
| Task 1: Agreement on Methodology                     |         |         |         |         |
| Task 2: Development of Rate                          |         |         |         |         |
| <b>Phase 2 - Impact Fee Calculation</b>              |         |         |         |         |
| Task 1: Ascertain Levels of Service                  |         |         |         |         |
| Task 2: Determine Methodologies                      |         |         |         |         |
| Task 3: Identify Capacity Needs and Costs            |         |         |         |         |
| Task 4: Determine Need and Calculate Credits         |         |         |         |         |
| Task 5: Complete Methodologies and Fees              |         |         |         |         |
| Task 6: Cash Flow Analysis                           |         |         |         |         |
| Task 7: Prepare Impact Fee Report                    |         |         |         |         |
| Task 8: Presentations/Meetings                       |         |         |         |         |
| Task 9: Additional Presentations/Meetings (Optional) |         |         |         |         |

## Cost

The estimated cost for the study is indicated below broken down by phase and task.

| Phase/Task   | Cost            |
|--|-----------------|
| Phase 1 - Student Generation Rate                    |                 |
| Task 1: Agreement on Methodology                     | \$6,200         |
| Task 2: Development of Rate                          | \$3,100         |
| <b>Subtotal Phase 1</b>                              | <b>\$9,300</b>  |
| <br>   |                 |
| Phase 2 - Impact Fee Calculation                     |                 |
| Task 1: Ascertain Levels of Service                  | \$3,400         |
| Task 2: Determine Methodologies                      | \$4,100         |
| Task 3: Identify Capacity Needs and Costs            | \$1,900         |
| Task 4: Determine Need and Calculate Credits         | \$2,100         |
| Task 5: Complete Methodologies and Fees              | \$1,100         |
| Task 6: Cash Flow Analysis                           | \$1,400         |
| Task 7: Prepare Impact Fee Report                    | \$1,900         |
| Task 8: Presentations/Meetings                       | \$1,000         |
| <b>Subtotal Phase 2</b>                              | <b>\$16,900</b> |
| <br>   |                 |
| <b>TOTAL</b>   | <b>\$26,200</b> |
| <br>   |                 |
| Task 9: Additional Presentations/Meetings (Optional) | TBD             |

**\*As we did with the County's current impact fees, TischlerBise's consultant cost can be recovered by an added component cost in the fee calculation.**

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| <p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p> |
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**AGENDA REQUEST FORM**

Name: Hali Taylor

Department or Entity: \_\_\_\_\_

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: \_\_\_\_\_

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

**Subject: Letter of Support from the County Commission for an EPA cleanup grant application for funds to clean up a 4.5 acre brownfield**

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

The Jefferson County Development Authority requests to have a letter of support from the County Commission for an EPA cleanup grant application for funds to clean up a 4.5 acre brownfield. The property, **to be owned by JCDA**, lies in Jefferson county, just outside of Shepherdstown Corporation.

The grant will provide an excellent opportunity to not only remove an eyesore and neutralize a potentially harmful attractive nuisance for the community; it will restore the usability of the acreage for a project with economic potential for the entire area.

The Jefferson County Development Authority respectfully requests to be placed on the agenda at your earliest convenience.

Thank you,  
Hali

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

**Sandy McDonald**

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**From:** "Thomas Bayuzik" <Tom@jcda.net>  
**To:** "Sandy McDonald" <sandy@jeffersoncountywv.org>  
**Cc:** <lane@jcda.net>  
**Sent:** Wednesday, September 29, 2010 11:57 AM  
**Subject:** RE: Request to be placed on the County Commission agenda

Sandy,

I am out of town. The JCDA is working w the Shepherdstown library. The JCDA will take ownership of the property, while the property goes thru cleanup. The corporation of Shepherdstown cannot acces funds as they were the original polluter and the library cannot access funds since they receive funds as they receive funding from the corporation. We will own the property for period while funds are accessed and cleanup is done. We have no financial or legal liability. The JCDA is merely a conduit to facilitate the project. Stephanie Grove has been assiting.

Thanks

Tom

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

**From:** Sandy McDonald <sandy@jeffersoncountywv.org>  
**Sent:** Wednesday, September 29, 2010 11:45 AM  
**To:** [Lane@jcda.net](mailto:lane@jcda.net) <[Lane@jcda.net](mailto:lane@jcda.net)>; [tom@jcda.net](mailto:tom@jcda.net) <[tom@jcda.net](mailto:tom@jcda.net)>  
**Subject:** Fw: Request to be placed on the County Commission agenda

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

**From:** Hali Taylor  
**To:** Sandy Slusher-McDonald  
**Sent:** Wednesday, September 29, 2010 11:19 AM  
**Subject:** Fw: Request to be placed on the County Commission agenda

Hi Sandy: Resending... I had your name as "sand"... thanks for getting us on next week's schedule.

Hali

~~~~~  
Hali Taylor, Director  
Shepherdstown Public Library  
100 East German Street  
P.O. Box 278  
Shepherdstown, WV 25443  
304-876-2783

"A library is not a luxury, but one of the necessities of life." - Henry Ward Beecher

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

**From:** Hali Taylor  
**To:** Sandy Slusher-McDonald  
**Sent:** Tuesday, September 28, 2010 3:29 PM

Subject: Request to be placed on the County Commission agenda

Dear Sandy:

The Jefferson County Development Authority requests to have a letter of support from the County Commission for an EPA cleanup grant application for funds to clean up a 4.5 acre brownfield. The property, to be owned by JCDA, lies in Jefferson county, just outside of Shepherdstown Corporation.

The grant will provide an excellent opportunity to not only remove an eyesore and neutralize a potentially harmful attractive nuisance for the community; it will restore the usability of the acreage for a project with economic potential for the entire area.

The Jefferson County Development Authority respectfully requests to be placed on the agenda at your earliest convenience.

Thank you,  
Hali

~~~~~  
Hali Taylor, Director  
Shepherdstown Public Library  
100 East German Street  
P.O. Box 278  
Shepherdstown, WV 25443  
304-876-2783

"A library is not a luxury, but one of the necessities of life." - Henry Ward Beecher

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| <p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p> |
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**AGENDA REQUEST FORM**

Name: Nichelle Hosby

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 5-10 minutes

Date Requested – 1<sup>st</sup> Choice: 10/7/2010

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

Subject: **Interviews and appointment to the Jefferson County Planning Commission**

Please provide the County Commission with a description of your request or presentation, including any background information: **A resignation was received from Stephen Alemar, therefore leaving a vacancy on the Planning Commission.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **move to appoint \_\_\_\_\_ to the Jefferson County Planning Commission for an unexpired term ending March 31, 2013.**

Attachments:

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, October 7, 2010, or as soon thereafter as the Commission may decide:

**Jefferson County Planning Commission - One unexpired term  
ending March 31, 2013**

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

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

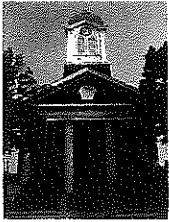
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**SPIRIT OF JEFFERSON:**

**PLEASE ADVERTISE ON:**

**September 23 & 30, 2010**

**THANKS - JEFFERSON COUNTY COMMISSION**



# 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](http://www.jeffersoncountywv.org)

Fax: 304-725-7916

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September 24, 2010

Stephen Alemar  
77 Cavalier View Court  
Shepherdstown, WV 25443

Dear Mr. Alemar:

The County Commission of Jefferson County has received your letter of resignation on the Jefferson County Planning Commission.

On behalf of the Commission, I want to thank you for your time and effort spent in serving on the Jefferson County Planning Commission. Please accept this letter as a token of our appreciation for your efforts.

For the Commission,

Nichelle Adams Hosby  
Executive Assistant

CC: JB  
SR  
SB  
JQ  
AP

August 23, 2010

Stephen Alemar  
Planning Commissioner  
77 Cavalier View Ct  
Shepherdstown, WV 25443  
(304) 876 1811  
[ksalemar@frontiernet.net](mailto:ksalemar@frontiernet.net)

John Maxey  
President, Jefferson County, WV Planning Commission  
116 East Washington Street, 2nd Floor  
P.O. Box 338  
Charles Town, West Virginia 25414

Dear Mr. Maxey:

It is with great reluctance that I must tender my resignation as a Jefferson County Planning Commissioner effective on August 31, 2010. Although I have found my tenure on the commission to be most rewarding, I have accepted a professional position that will prohibit me from attending the twice monthly meetings, and indeed may require my relocation outside of Jefferson County and our state.

It has been an honor to serve this county and community, a pleasure to work with you and my fellow volunteer Planning Commissioners, as well as Director Brockman and the Department of Planning esteemed professional staff.

I wish you great success, and am confident that the Planning Commission will be instrumental in preserving our heritage, representing our citizens, and enhancing Jefferson County as one of the best communities in our state and country.

Sincerely,



Stephen Alemar

Cc: Lyn Widmeyer, President Jefferson County Commission

# Memorandum

**To:** Jefferson County Commission  
**From:** E.L.Burns  
**Date:** 3/19/10  
**Re:** Openings on Jefferson County Planning Commission

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In response to the Notice to Appoint Alert of March 9<sup>th</sup> 2010 I wish to be considered for appointment to the Jefferson County Planning Commission.

I believe I possess all the necessary attributes to be a pro-active and productive member of the commission.

As all of you know I am an active member of the community and have been involved in several successful major initiatives here in the county. I am retired and have the time to devote to this work. Additionally, I have lived here in the county, on the mountain, for over 20 years. I was actively engaged with Mr. Redman during the previous planning process and wish to continue to do so at the Commissioner level.

I believe that my record of accomplishments will stand above all others who apply. I wish to become a member of the Planning Commission in order to help guide and mold the vision of the future for Jefferson County.

Thank you for your consideration.

Respectfully,



E.L.Burns

304-728-1160

March 24, 2010

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

Eric D. Smith  
29 Crest Lane  
Harpers Ferry, WV 25425

Dear Commissioners:

Please consider my submission for the position of commissioner for the Jefferson County Planning Commission. Based on my extensive civic experience and dedication to volunteer service, I believe I would make an excellent addition to the Planning Commission.

I served as a commissioner on the Montgomery County Commission on Common Ownership Communities (CCOC) in Montgomery County, Maryland from April 2003 until my second term expired in December of 2006. The commission's primary mandate was to advise the Montgomery County Executive and Montgomery County Council; promote public awareness of the rights and obligations of living in common ownership communities; eliminate disputes, and maintain property values and quality of life in community associations.

As a commissioner, I was responsible for overseeing all common ownership community matters within Montgomery County. Part of this responsibility included sitting on three person hearing panels to hear and provide impartial dispute resolution and adjudication between common ownership communities and their residents.

While serving on the commission, I was elected chairperson of the CCOC Legislative Committee. This is one of only two committees on the commission, and is responsible for identifying and managing pertinent legislative matters within the local, county, state, and federal governments. As chair of the committee I was liaison to county and state legislators. I was frequently called to Annapolis to meet with state senators and state delegates to assist with future, pending, and current legislation.

I was also a director on the Montgomery Village Foundation (MVF) Board of Directors for the town of Montgomery Village, Maryland. I served from January 2001 – March 2002 and again from March 2004 – March 2007. The MVF Board governs and determines policy for the 40,000 residents of Montgomery Village. The board is responsible for the oversight of over 100 Montgomery Village staff. The board is responsible for planning, budgets, transportation, information technology, facilities, maintenance, and all other aspects of the foundation.

In addition, as an MVF director, I served as liaison to committees that advise the board. These included the Transportation and Public Facilities Committee, Audit Committee, Recreation Committee, and Committee on the Environment.

As an MVF director, I saw the need for Montgomery Village to become more proactive as it pertained to safety issues in Montgomery Village. To accomplish that goal I founded the Public Safety Committee (PSC). The PSC is now an integral committee for MVF, and deals with all safety, security, and public health related issues in the town. The PSC has a direct relationship with the Montgomery County Police Department. I served as board liaison to this committee as well.

Additionally, I served as a committee member and chairperson of the MVF Committee on the Environment from July 1995 – March 2007. The committee advises the MVF board on all environmental and natural resources issues in Montgomery Village. I also chaired several subcommittees and other efforts on the committee.

Since moving to Jefferson County four years ago, I now feel that I understand the complexities of this county and will be able to assist with the many important and pressing issues currently impacting the county. I believe that I can lend my twelve years of experience as a community volunteer and civic leader to the betterment of the residents of the county. I am objective, and do my best to temper my decisions with research, knowledge, and community input. I believe the success of Jefferson County is of paramount importance. I look forward to the opportunity to serve on the Jefferson County Planning Commission, and I humbly ask for your consideration in appointing me to this very important position.

Respectfully,

A handwritten signature in black ink, appearing to be 'E. Smith', with a long horizontal line extending to the right.

Eric D. Smith  
29 Crest Lane  
Harpers Ferry, WV 25425

Amerismith@aol.com



## Synopsis

Mr. Smith is an award winning PMP (Project Management Professional), MCITP (Microsoft Certified IT Professional) for Enterprise Project Management, and an MCTS (Microsoft Certified Technology Specialist) with two distinct certifications in managing projects with Microsoft Project 2007 and Microsoft Project Server 2007. He has over 12 years of director, program and project management experience, as well as application development knowledge, including MS Project Server and database administration. He has had extensive PMO oversight and possesses intricate expertise in handling multiple projects, programs and portfolios. He has established Enterprise Project Management (EPM) guidelines, policies and procedures. He has trained and mentored project and program managers of all levels and grades for Fortune 100 Industry Leaders and various branches of the Federal government. His extensive interaction with business stakeholders, as well as technical personnel ensures that everyone is on the same page. Mr. Smith demonstrates seasoned expertise in regards to the managing, budgeting, scheduling, and tasking of all phases of every life cycle on each project within his program or portfolio.

Mr. Smith was presented with a Gold Medal from The President of the United States Council On Year 2000 Conversion recognizing his work in managing the FAA's Y2K (Year 2000) preparation database.

Mr. Smith was presented with AOL's highest employee honor, the annual Raise the Bar Award for outstanding project management of AOL's high speed input output (HSIO) software upgrade initiative.

Mr. Smith possesses:

- Excellent analytical, organizational leadership, teaming, and interpersonal skills
- Experience in strategic planning and execution
- Expert written and verbal communication skills
- Expert presentation skills
- Astute proficiency in PMI's Project Management Body of Knowledge (PMBOK)
- Expertise with automated project management tools (including MS Project and Project Server/SharePoint, Primavera, TeamPlay, Team Foundation Server)
- Thorough understanding of the system/software development life cycle methodology
- Expert ability to problem solve and exact resolution
- Expert ability to multi-task
- Expert ability to coordinate and/or lead meetings

## Professional Experience

6K Systems

Dec 2008 – Present

### Senior Technical Project Manager

- Manage multiple high priority IT projects for government contract in the Financial Management Services (FMS) division of the Department of Treasury
- Provide consultative services pertaining to project management best practices, templates and quick references, security, policies and procedures, and normalizing project plans to gain consistent and repeatable application across the enterprise

- Provide administration and support for MS Project Server, Project Professional 2003 & 2007, and Project Web Access throughout the FMS MS Enterprise Project Management (EPM) system
- Provide one-on-one training to Project Managers, Task Managers, and other MS EPM stakeholders and constituents, including administration, project managers, executives, and team resources.
- Manage upwards of 45 simultaneous projects
- Member of the Security Review Board approving security policies and Sarbanes-Oxley conformity
- Consistently meet Service Level Agreements and end-user surveys show high customer satisfaction
- Establish and enforce Enterprise Project Management (EPM) guidelines, policies and procedures
- Direct and coordinate work of individual project teams
- Lead weekly status presentations meetings with COTR to accurately reflect work effort across portfolio throughout the SDLC phases
- High level exposure to ClearCase and ClearQuest as rational tools for FMS software configuration and change management implementation
- Define project management best practices around scope management, effort estimations, and risk management/avoidance and issue management
- Utilize MS SharePoint as document repository for project artifacts

## **American Public University System (APUS)**

*Jan 2008 – Nov 2008*

### Senior Manager of Software Engineering and Delivery

- Manage large scale IT projects for academic, finance, marketing, human resources, and other business areas within university system
- Release manager for all major, quarterly and monthly releases delivered within budget, schedule, and scope
- Manage upwards of 30 simultaneous projects and development efforts
- Manage developments of substantial partner payment programs for royalty distributions to military branch representative agencies, Army, Marines, Navy, and Air Force
- Manage all software engineering, production support, reporting and data warehouse staff
- Identify key staff members for individual assignments and allocate them according to expertise and availability
- Maintain communication with senior executives and various managers regarding all aspects of the projects
- Implemented enhanced project management and program management products, policies and procedures to couple with the conversion of legacy document
- Establish and enforce Enterprise Project Management (EPM) guidelines, policies and procedures
- Review and analyze staffing requirements, transfer requests, promotions, new hires, and terminations
- Perform employee counseling, evaluate work performance, track yearly objectives, conduct reviews, as well as provide their career development and training needs
- Direct and coordinate work of individual project teams
- Maintain resource utilization rate
- Coordinate with product managers, business analysts and QA managers to design and develop automated business systems
- Define project management best practices around scope management, effort estimations, and risk management/avoidance and issue management
- Implement SDLC and project management methodologies (RUP, AGILE-SCRUM, EVM)
- Primary contact with business unit management and personnel to identify and document business needs and objectives, current operational procedures, problems, input and output requirements, data scope, usage, formatting, and security requirements
- Write and maintain project WBS, project charter, communication plan, resource plan, statements of work, and project milestones, as well as conducting reviews for each
- Utilize MS SharePoint as document repository for project artifacts
- Utilize MS Visual Studio Team Foundation Server to manage product and sprint backlog items for delivery
- Responsible for implementation of unit testing, design and code reviews, and internal and business facing user demos
- Identify potential service level problems before they occur and implement or communicate solutions
- Prepare and maintain project time and cost estimates for completing projects and delivery schedules
- Provide technical assistance in identifying, evaluating, and developing systems and procedures
- Monitor and document post-implementation problems and revision requests
- Responsible for meeting with internal and external auditors to demonstrate SOX compliance and conformity within predefined APUS policy and procedures

Senior Program Manager

- Program management oversight for portfolios of multiple projects, employees, resources and overall budgets in excess of 10 million dollars
- Use Earned Value Management (EVM) methodology to accurately track progress, focus on requirements, stay within scope, and track cost performance on daily, monthly and quarterly intervals
- Utilize all aspects of Primavera (TeamPlay) project manager
- Successfully utilize capitalization for projects that qualify and create capitalization forecasts
- Manage all required documentation within the business document repository (AOL Library)
- Enhance change management (or change control) process to document requirements modifications
- Management within schedule and budget of multiple programs and projects including: Enterprise Data Warehouse (EDW), Metrics and Reporting, Telephony Enhancement Initiative (TEI), Billing Revenue Repository (BRR), Instant Messenger/Buddy List (IM/BL), Red Brick to Netezza Migration, Yellow Pages Reporting, HP Partnership Reporting, and Application Portfolio Management (APM)
- Program compliance management within Sarbanes-Oxley (SOX) and AOL-SDLC policies
- Project planning, estimations, business case management, budgeting, budget tracking & management, cost management and Return on Investment (ROI) Management
- Utilize traditional SDLC waterfall development, as well as agile and iterative release models
- Manage issue resolution, risk logs and mitigation plans
- Develop break fix methodologies and procedures
- Create and manage project plans, schedules/milestones, and Visio diagrams of project workflows
- Supervise training efforts for multiple products to include MS Project Server 2003 application projects, MS SharePoint, MS SQL Server, J2EE and all other application creation or enhancement efforts
- Utilize web seminars to facilitate remote training, such as NetMeeting, GoToMeeting, and WebEx to train those offsite in the use of the newly enhanced or created products
- Maintain customer expectations through communication management, stakeholder meetings and business value management
- Maintain trusted partner relationships with multiple departments of the business relating to project deliverables, status reports, and future work commitments
- Maintain quality control through regular meetings and status updates from quality assurance testing
- Regular status reporting to senior executives to include project status, cost, risks and issues
- Resource utilization projection, tracking, management and load balancing
- Successfully manage the implementation of third party COTS packages

**Systems Engineer Services Corporation**

May 2005 – Dec 2005

Program Manager

- PMO oversight of multiple projects at Fortune 100 Technology Industry Leader
- Utilization of Earned Value Management (EVM) methodology to accurately track progress, focus on requirements, stay within scope, and track cost performance at regular intervals
- Guiding projects through all points in the Software Development Life Cycle (SDLC)
- Utilize traditional SDLC waterfall development, as well as agile and iterative release models
- Manage issue resolution, risk logs and mitigation plans
- Create and manage project plans and schedule/milestones
- Manage projects with TeamPlay Project Manager
- Utilize the Change Management process to control scope of projects
- Resource utilization projection, tracking, management and load balancing
- Regular status reporting to senior executives to include project status, cost, risks and issues
- Successfully utilize capitalization for projects that qualify and create capitalization forecasts
- Ensure all formal reviews are completed
- Analyze variance, trends, and assess project performance
- Document all ETL (Extract-Transform-Load) procedures of XML data for related MS SQL Server applications development
- Successfully manage the implementation of third party COTS packages
- Program compliance management within Sarbanes-Oxley (SOX) and AOL-SDLC policies

Senior Project Manager

- Cradle to grave oversight of quality control database support project at CitiFinancial Mortgage
- Guiding projects through all points in the System Development Life Cycle (SDLC)
- Responsible for all SDLC documentation
- Manage team of database programmers at multiple facilities
- Assign resources to support production fixes and enhancements to existing systems/applications
- Publish knowledge management transfer plan and establish knowledge transfer methodology
- Publish system documentation and functional specifications for the database applications
- Establish and supervise helpdesk for the quality control database applications
- Weekly reporting to business on staff hour breakdown and helpdesk volume
- Create and manage problem management process with trouble ticketing
- Problem mitigation to include identification, documentation, escalation, notification, and resolution
- Create and manage change control process
- Repair, reverse engineer, de-bug, enhance and maintain database applications
- Adjust threshold and premium criteria in applications as warranted
- Supervise and perform numerous installations and set-ups and perform monthly pre-fills of sample data
- Maximize the efficiency of database applications and integrity of the source code
- Coordinate hardware and technical infrastructure support with Systems Hardware Department
- Establish Entitlement Review Policy, and sustain proper entitlements for all systems
- Managing projects within Sarbanes-Oxley (SOX) compliant protocols

**Science Applications International Corporation (SAIC)**

Apr 2002 – Jan 2004

Principle Director

- Manage the operations of multiple Assessment Centers throughout the United States
- Directly responsible for the successful completion of hiring over one thousand federal airport security screeners within scope of Critical Infrastructure Protection (CIP)
- Responsible for the management, budget, and tasking of all phases of the assessment center life cycle
- Coordinate project plans and schedules, project cost estimates, and task coordination of multiple departments i.e. human resources, computer testing, information technology support, network support, physical performance testing, medical, fingerprinting, security, and logistics
- Top level supervisor for hundreds of full time employees
- Create and maintained extensive estimating models to track project costs
- Negotiate contracts with hotels, convention centers and various vendors
- Primary liaison and main point of contact with Transportation Security Administration (TSA), Federal Aviation Administration (FAA), and Department of Transportation (DOT) representatives to track technical issues and focus resources on their resolution.
- Perform data management in MS Access for master data of nuclear power plant testing results to maintain Critical Infrastructure Protection (CIP)
- Responsible for report creation, forms and queries, entity modeling, data conversion, and troubleshooting
- Extensive interaction with contracts personnel, and senior technical personnel

**Abacus Technology Corporation**

Dec 2000 – Apr 2002

Project Manager

- Successfully manage the Executive Secure Messaging Deployment Project per contract with IRS
- Primary architect of contingency planning and risk mitigation criteria
- Follow industry best standards and Office of Management and Budget (OMB) requirements
- Record and capture all necessary meeting minutes for distribution to meeting participants
- Create and complete surveys used to compile data to facilitate the deployment phase of the project
- Point of Contact with IRS Contracting Officer's Technical Representative
- Provide vulnerability analysis of major applications and general support systems for the FDIC
- Meet with FDIC points of contact to conduct interviews and audits of the various systems and applications
- Perform various tests and procedures to expose security vulnerabilities and recommended corrective actions to mitigate risks.

Science Applications International Corporation (SAIC)

Sept 1999 – Dec 2000

Project Manager

Network Solutions

Sept 1997 – Sept 1999

Project Manager

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## Certifications

- PMP – Project Management Professional
- MCITP – Microsoft Certified IT Professional - Enterprise Project Management with MS Project Server 2007
- MCTS – Microsoft Certified Technology Specialist - Microsoft Office Project 2007, Managing Projects
- MCTS – Microsoft Certified Technology Specialist - Microsoft Office Project Server 2007, Managing Projects

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## Civic Experience

Commissioner - Montgomery County Commission on Common Ownership Communities Apr 2003 – Dec 2006

- Advise the Montgomery County Executive and Montgomery County Council
- Chairperson of the CCOC Legislative Committee

Director - Montgomery Village Foundation Board of Directors (MVF) Jan 2001 – Mar 2007

- Responsible for the oversight of over one hundred Montgomery Village staff members
- Responsible for budgets, transportation, information technology, and all other aspects of the Foundation
- Personally founded the Montgomery Village Public Safety Committee

Chairperson and Committee Member - MVF Committee on the Environment July 1995 – Mar 2007

- Liaison to the Montgomery Village Foundation Board of Directors
- Advisor MVF Board of Directors

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## Awards and Honors

- AOL's *Raise the Bar* Award for Outstanding Work
- The Gold Medal from The President of the United State's Council On Year 2000 Conversion
- Certificate of Appreciation for Excellence in Service to the U.S. Department of Transportation
- Montgomery Village Foundation Community Service Award (Two time recipient)

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## Education

- *American Public University* 2008 – Present  
Currently enrolled in MBA program with concentration in IT Management
- *The American University* 1992 – 1994  
Bachelor of Arts in Psychology  
Associate of Arts in General Studies



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|--|
| <p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p> |
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**AGENDA REQUEST FORM**

Name: Jennifer Brockman

Department or Entity: Planning and Zoning

Estimation of amount of time needed for appointment: 30 – 45 minutes (afternoon preferable)

Date Requested – 1<sup>st</sup> Choice: September 30, 2010

Date Requested – 2<sup>nd</sup> Choice: 10-7-10

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

Subject: **Follow up on Land Development Fee Roundtable Discussion**

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

After the adoption of the November 2008 Subdivision Regulations, the Planning Commission and Planning, Zoning, and Engineering staff initiated a review of the land development fees to determine if they accurately reflected the costs associated with the development review activities. The land development fees have not been revised since January 1, 2001. The 2008 effort was put on hold until a decision was made on the stayed zoning ordinance in 2009. After the referendum vote in November 2009, the staff and Planning Commission revisited the proposed fees.

The fees that have been drafted reflect an effort to estimate actual time and costs for staff development review activities that are outlined in the Subdivision Regulations and Zoning Ordinance. The estimate is intended to reflect "cost recovery" for the County. On March 9, 2010, the Planning Commission voted unanimously to forward these fees to the County Commission for your information as you consider revising the land development fees. The fees include all planning, zoning, engineering, and building fees.

These fees were presented to the County Commission at your March 25, 2010 meeting with a request to schedule a work session to present an overview of the fees. On April 22, 2010 a work session was conducted as a part of a regular County Commission meeting to discuss proposed changes to the Land Development Fees by the staff of the Departments of Planning Zoning and Engineering. As a result of this meeting, the staff was requested to hold a stakeholder meeting to receive feedback on the proposed fees. This stakeholder meeting was held on May 19, 2010. On July 8, 2010, the County Commission then hosted a Roundtable Discussion to discuss the drafted Land Development Fees at which a number of additional scenarios applying the proposed fees were discussed. Staff was requested to combine all of the fees into on schedule for ease of use by the

**development community. Additional cost comparisons for four specific scenarios were also requested.**

**Staff has been working on these additional scenarios and would like an opportunity to briefly review these with the County Commission and to request that the public hearing be scheduled for the potential adoption of the revised land development fees.**

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

**I move to schedule a public hearing regarding the Draft Land Development Fees on \_\_\_\_\_ (date and time certain).\_\_\_\_\_**

Attachments:

- **Combined Draft Land Development Fees**
  - **Revised scenarios to be distributed at the CC meeting**
-

**JEFFERSON COUNTY, WEST VIRGINIA**  
**Department of Planning & Zoning**  
116 East Washington Street, 2<sup>nd</sup> Floor  
P.O. Box 338  
Charles Town, West Virginia 25414

Email: [planningdepartment@jeffersoncountywv.org](mailto:planningdepartment@jeffersoncountywv.org)  
[zoning@jeffersoncountywv.org](mailto:zoning@jeffersoncountywv.org)

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

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**MEMO**

**TO:** County Commission Members  
**FROM:** Jennifer M. Brockman, AICP, Director, Planning and Zoning  
**DATE:** October 7, 2010  
**RE:** Follow up on Land Development Fee Roundtable Discussion

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The Jefferson County Planning Commission and Planning, Zoning, and Engineering Staff initiated an effort to develop a fee schedule for land development activities that reflects actual cost recovery for development review when the new Subdivision Regulations were adopted nearly two years ago. The current land development fees have not been revised since January 1, 2001. Numerous meetings and workshops have been held on this topic by both the Planning Commission and County Commission in this two year period. Most recently, in July, 2010, the Jefferson County Commission hosted a Roundtable Discussion to discuss the drafted Land Development Fees with stakeholders and the public at large. At this Roundtable Discussion, a number of comparative cost scenarios were reviewed and the accuracy of the costs were discussed. Staff was requested to combine all of the proposed fees into one schedule for ease of use by the staff, the public, and the development community. Additional cost comparisons for four specific scenarios were also requested.

As was previously noted, every community uses very different criteria for determining the review fees for land development applications. It is very difficult to compare apples to apples without a real land development document in hand for comparison. Staff has made an effort to coordinate with the other jurisdictions provide accurate estimated cost data regarding the four scenarios requested at the July 8, 2010 meeting.

Attached are the following documents:

1. The proposed fee schedule combining all planning, zoning, and engineering fees. This fee schedule reflects edits that the staff is proposing based on our recent experience processing a concept plan and based on an evaluation of the comparative costs.
2. The proposed building permit fee schedule.
3. The cost comparisons for the 4 specified scenarios (Parent to Child; 100 lot residential subdivision; 10 lot commercial subdivision; 100,000 square foot commercial/industrial site plan) for the cities of Ranson, Charles Town, and Martinsburg; and Berkley County. Note that this is an attempt to include all review fees associated with all steps of a development submittal, including concept plan, preliminary plat, construction documents, and final plat. These fees do not include building permit fees.
4. An analysis of the percent change resulting from the proposed fees as presented in July, 2010 and as revised for this meeting. Note that for clarification, the current site plan fee

is noted as zero. When an applicant applies for a site plan in Jefferson County, they pay a building permit fee. The fees noted in the cost comparisons are the site plan fees only. Building permit fees would be calculated separately.

At the County Commission's July meeting, a number of policy considerations were discussed, but no final decisions were made related to the policies. These policy considerations could affect the County Commission's decisions related to increasing or decreasing certain fees. The types of policy considerations that were discussed include, but were not limited to, the following

1. What do you accept as cost recovery and what are you willing to subsidize?
2. How do the fees compare to the municipalities within the county?
3. Minor subdivision for residential development, and in particular parent to child divisions, need to reflect a human scale.
4. Consideration of the limited funds of churches and non-profits.
5. Impact on Economic Development in the current economy.
6. Possibly providing credit or incentives for employment based developments.
7. Consideration of reducing fees for minor plats and site plans for up to two reviews and having additional fees if additional reviews are necessary.

The next step is to set a meeting date for a Public Hearing on the proposed fee schedule. Staff recommends that the County Commission take action to set this date and utilize the newly proposed fees as highlighted on the first attachment for the purpose of this Hearing.

**Engineering, Planning & Zoning Department's  
Proposed Land Development Fee Schedule**

| Minor Residential Subdivision | Pre-Proposal Review (Eligibility) | Final Plat    | Review for Recording |
|-------------------------------|-----------------------------------|---------------|----------------------|
| Base Fee Per Plat             | \$200                             | \$750         | \$50                 |
| Plus Per Lot Fee              | \$0                               | \$300 per lot | \$25                 |

| Minor Non-Residential Subdivision (≤ 5 Lots; 4+Residue Lot maximum; and only in existing approved Commercial/Ind. Park) | Pre-Proposal Review (Eligibility) | Final Plat    | Review for Recording |
|---|-----------------------------------|---------------|----------------------|
| Base Fee Per Plat   | \$200                             | \$800         | \$50                 |
| Plus Per Lot Fee  | \$0                               | \$350 per lot | \$25                 |

| Major Residential Subdivision (>5 Lots or not eligible for Minor Subdivision) | Pre-Proposal Review | Concept Plan                 | Preliminary Plat (each phase) | Final Plat (each phase) | Review for Recording |
|---|---------------------|------------------------------|-------------------------------|-------------------------|----------------------|
| Base Fee Per Plat   | \$0                 | 1-50 Lots \$1050             | \$800                         | \$600                   | \$100                |
| Plus Per Lot Fee  | \$0                 | 51-100 \$1550<br>101+ \$2050 | \$350 per lot                 | \$250 per lot           | \$25                 |

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| Major Non-Residential Subdivision (>5 Lots or not eligible for Minor Subdivision) | Pre-Proposal Review | Concept Plan               | Preliminary Plat (each phase) | Final Plat (each phase) | Review for Recording |
|---|---------------------|----------------------------|-------------------------------|-------------------------|----------------------|
| Base Fee Per Plat   | \$0                 | 1-10 Lots \$1300           | \$1000                        | \$900                   | \$100                |
| Plus Per Lot Fee  | \$0                 | 10-30 \$1600<br>30+ \$2000 | \$550 per lot                 | \$450 per lot           | \$25                 |

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Deleted: \$50  
Deleted: Site Plan

| Minor/Limited Site Plan | Pre-Proposal Review | Site Plan, Bonding & Milestone Inspections (Re-inspection fees apply) |
|-------------------------|---------------------|---|
| Base Fee Per Plan       | \$0                 | \$4250  |

| Minor/Full Site Plan (≤ 5,000 sq.-ft. on undeveloped site, or ≤10% of sq.-ft. of building on developed site, however not > 10,000 sq.-ft.; and not eligible for Limited Site Plan.) | Pre-Proposal Review | Site Plan, Bonding & Milestone Inspections (Re-inspection fees apply) |
|---|---------------------|---|
| Base Fee Per Plan   | \$0                 | \$6300  |
| Plus fee for area greater than 5,000 sq.-ft. of impervious area + disturbed area.   | \$0                 | \$0.02/sq.-ft. of impervious + disturbed area over 5,000 sq.-ft.      |

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|   |                     |              |  |
|---|---------------------|--------------|--|
| <b>Major/Full Site Plan</b><br>(> 5,000 sq.-ft. on undeveloped site; or >10% of sq.-ft. of building on developed site, or > 10,000 sq.-ft.) | Pre-Proposal Review | Concept Plan | Site Plan, Bonding & Milestone Inspections<br>(Re-inspection fees apply) |
| Base Fee Per Plan   | \$0                 | \$1300       | \$7300   |
| Plus fee for area greater than 5,000 sq.-ft. of impervious area + disturbed area.   | \$0                 | \$0          | \$0.04/sq.-ft. of impervious + disturbed area over 5,000 sq.-ft.         |

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|---|-------------------------|---|--|
| <b>Apartment/Multiplex/Condominium Site Plan &amp; Minor (≤ 8 units) or Major Process</b> | Pre-Proposal Conference | Concept Plan<br>(only applicable under Major Process) | Site Plan, Bonding & Milestone Inspections<br>(Re-inspection fees apply) |
| Base Fee Per Plan   | \$0                     | \$300   | \$3,000  |
| Plus Per Unit Fee   | \$0                     | \$0   | \$200/unit   |

|  |                         |   |  |
|--|-------------------------|---|--|
| <b>Self-Storage Units Site Plan &amp; Minor or Major Process</b> | Pre-Proposal Conference | Concept Plan<br>(only applicable under Major Process) | Site Plan, Bonding & Milestone Inspections<br>(Re-inspection fees apply) |
| Base Fee Per Plan  | \$0                     | \$300   | \$3,000  |
| Plus Per sq.-ft. of Building Footprint Fee                       | \$0                     | \$0   | \$0.18/sq.-ft. of building footprint                                     |

|   |                         |  |
|---|-------------------------|--|
| <b>Cell Tower Site Plan Site Plan &amp; Minor Process</b> | Pre-Proposal Conference | Site Plan, Bonding & Milestone Inspections<br>(Re-inspection fees apply) |
| Base Fee Per Plan   | \$0                     | \$3,500  |

| Redline Revision   | Fee   |
|--|-------|
| Major Preliminary Plat & Site Plans<br>Note: Major Redline Revision examples include revisions to SWM plan & drainage, roadway design, water & sewer design, changes to parking layout, and/or more than 3 different minor revisions on one submission.  | \$300 |
| Minor Preliminary Plat & Site Plans<br>Note: Minor Redline Revision examples include revisions to easements, addition of notes to plan sheets, revisions to sediment & erosion control plan, addition of bus shelter, changes to landscaping plan, and no more than 3 different minor revisions on one submission. | \$200 |

| Zoning Items   | Fee  |
|--|--|
| Zoning Ordinance Text Amendment Application  | \$3,000 + \$15 per Certified Letter  |
| Zoning Ordinance Map Amendment Application (Rezoning)                              | \$2,500 + \$15 per Certified Letter  |
| Conditional Use Permit (CUP) Application without LESA                              | <del>\$1,500 + \$15 per Certified Letter</del>   |
| Conditional Use Permit (CUP) Application with LESA                                 | \$2,500 + \$15 per Certified Letter<br>50% returned if the project fails LESA<br>0% returned if the project fails LESA & loses and appeal to BZA |
| Modification of existing CUP   | <del>\$250 administrative modification<br/>\$500 requiring Board of Zoning Appeals review</del>  |
| Zoning Variance Application  | <del>\$250 + \$50 per additional section varied</del>  |
| Zoning Variance Application (construction/use has commenced prior to BZA approval) | <del>\$350 + \$100 per additional section varied</del>   |
| Administrative Appeal Application  | \$250/per item   |
| Zoning Map Interpretation  | Free (Verbal)  |
| Zoning Text Interpretation   | Free (Verbal)  |
| Zoning Certificate   | \$150 (Sign, Animated)<br>\$75 (Sign, Non-animated)<br>\$75 (All others)   |
| <u>Change in nonconforming use</u>   | <del>\$75 administrative change<br/>\$250 change requiring Board of Zoning Appeals decision</del>  |
| <u>Special Exception</u>   | <del>\$250</del>   |
| <u>Seasonal Use</u>  | <del>\$100</del>   |

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~~Deleted: \$250 per appeal filed~~

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| Subdivision Items  | Fee  |
|--|--|
| Lot Line Adjustment/Merger   | <del>\$250</del>                             |
| Subdivision Ordinance Waiver Request   | \$250 + \$50 per additional section waived   |
| Minor Final Plat or Site Plan Amendment  | \$225  |
| Clerical/Scrivener Error   | Free (Staff error)<br>\$50 (Non-Staff error) |
| Miscellaneous Items  | Fee  |
| Inspection Fee – Land Development Site Inspection  | \$50   |
| Re-inspection – Land Development failed inspections  | \$75   |
| Construction Bond – Time Extension Request (by staff or CC)  | \$400  |
| Construction Bond – Surety Renewal   | \$300  |
| Floodplain Ordinance – Floodplain Delineations   | \$20   |
| Floodplain Ordinance – 100 Yr. Flood Elevation Determination   | \$25   |
| Floodplain Ordinance – Review of LOMA, LOMR or LOMR-F requests   | \$100  |
| Aerial Photograph  | \$25   |
| Comprehensive Plan   | <del>\$25</del>                              |
| Zoning Map (small)   | \$10   |
| Zoning Map (medium)  | \$15   |
| Zoning Map (large)   | \$20   |
| CD (copy of meetings, electronic copy of files, etc.)  | \$10   |
| Zoning Ordinance   | <del>\$25</del>                              |
| Subdivision Regulations  | \$25   |
| Salvage Yard Ordinance   | \$10   |
| Copies (letter, legal & 11"x17")   | \$1/page*                                    |
| Copies (plan sheets, maps, etc.)   | \$7.50/sheet*                                |
| *Note: The charge for copies is subject to change and shall be the prevailing rate as set by the County Commission of Jefferson County |  |

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\* Note: All projects vested in process prior to the adoption of this fee schedule will utilize the fee schedule last amended in January 2001.

## MEMORANDUM

### Comparisons and Proposed Building Permit Fee Schedule March 18, 2010

The authority of a county commission to adopt a building code is provided in West Virginia State Code, Section 7-1-3n, Authority of Certain Counties as to Building and Housing Codes; State Building Code, which states:

*"...county commissions are hereby authorized and empowered, by order duly entered of record, to adopt building and housing codes establishing and regulating minimum building housing standards for the purpose of improving the health, safety and well-being of its citizens."*

Section 108, Fees, of each of the various building codes provides for permit fees. It states:

*"On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required in accordance with the schedule as established by the applicable governing body."*

Since March 29, 2001, when Jefferson County adopted the Building Code Enforcement Ordinance, building permit fees have not been reviewed or increased. As mentioned in the Memorandum to the Planning Commission dated, February 19, 2010, and in attached *Table 1*, a site plan review fee was not included in the processing of a site plan. The entire site plan fee consisted only of building permit fees. To address this issue, staff has proposed a separate plan review fee, but has also proposed the following fee revisions for building permits. The building permit fees were reviewed and adjusted in the same manner as all other fees proposed in this packet.

**Chart 1**

Jefferson County, West Virginia  
Engineering Department  
Office of Building Permits & Inspections

**PROPOSED IRC BUILDING PERMIT FEE SCHEDULE**  
**FINAL DRAFT**  
(As of Feb. 22, 2010)

**IRC - Residential Building Permit Fee Schedule**

Date: 5/21/2009

| Residential Permit Type  | Current Fee   |  |                                     |                  | Proposed Fee   |                                  |                                     |                                 |
|--|---|--|-------------------------------------|------------------|--|----------------------------------|-------------------------------------|---------------------------------|
|  | Base Fee  | Fee per Sq.-Ft. of Finished Area                 | Fee per Sq.-Ft. of Un-finished Area | Porch Deck/Sloop | Base Fee   | Fee per Sq.-Ft. of Finished Area | Fee per Sq.-Ft. of Un-finished Area | Porch Deck/Sloop at Entry Doors |
| Single-Family Dwelling   | \$25.00   | \$0.18   | \$0.10                              | \$25/each        | \$50.00  | \$0.18                           | \$0.10                              | \$50/each                       |
| Mobile/Manufactured Home   | \$25.00   | \$0.18   | \$0.10                              | \$25/each        | \$50.00  | \$0.18                           | \$0.10                              | \$50/each                       |
| Townhouse & Duplex (less than 4 story)   | \$25 per unit   | \$0.20   | \$0.10                              | \$25/each        | \$50 per unit  | \$0.20                           | \$0.10                              | \$50/each                       |
| Residential Dwelling Addition  | \$50.00   | \$0.18   | \$0.00                              | \$25/each        | \$50.00  | \$0.18                           | \$0.00                              | \$50/each                       |
| Residential Interior Room/Basement Renovation  | \$50 + \$50/inspection  |  |                                     |                  | \$150 + \$50/inspection  |                                  |                                     |                                 |
| Chimney/Fireplace (added to existing dwelling)   | \$100.00  |  |                                     |                  | \$250 per chimney  |                                  |                                     |                                 |
| Sheds/Garage/Structure ancillary to Residence  | \$50.00   | plus \$0.08/sq.-ft.                              |                                     |                  | \$150.00 plus \$0.08/sq.-ft.   |                                  |                                     |                                 |
| Decks  | \$50.00   | plus \$0.08/sq.-ft.                              |                                     |                  | \$150.00 plus \$0.08/sq.-ft. of deck area  |                                  |                                     |                                 |
| Swimming Pool  | \$50.00   | plus \$0.08/sq.-ft. of pool area and patio area. |                                     |                  | \$150.00 plus \$0.08/sq.-ft. of pool area and patio area.                                  |                                  |                                     |                                 |
| Demolition - Residential Dwelling  | \$50.00   | plus \$0.08/lineal foot of wall                  |                                     |                  | \$150.00   | \$0.00                           |                                     |                                 |
| Retaining Wall (4' or more from footer to top wall)  | \$50 plus \$0.08/lineal foot of wall                              |  |                                     |                  | \$150 plus \$0.08/lineal foot of wall  |                                  |                                     |                                 |
| Fence (6' or more in height above ground surface)  | \$50 plus \$0.08/lineal foot of fence                             |  |                                     |                  | \$150 plus \$0.08/lineal foot of fence   |                                  |                                     |                                 |
| Re-Inspection Fee  | \$50/each re-inspection, paid prior to re-inspection              |  |                                     |                  | \$50/each re-inspection, paid prior to re-inspection                                       |                                  |                                     |                                 |
| Plan change after permit issued  | \$50 plus \$50 for each additional inspection due to plan change. |  |                                     |                  | \$50 plus \$50 for each additional inspection due to plan change.                          |                                  |                                     |                                 |
| Permit Application Denied & Resubmitted within 90 days for review; \$75 re-application fee |   |  |                                     |                  | Permit Application Denied & Resubmitted within 90 days for review; \$75 re-application fee |                                  |                                     |                                 |
| Beginning Construction Without a Permit  | 1st time = \$50 2nd time = \$150 3rd time = \$300                 |  |                                     |                  | 1st time = \$50 2nd time = \$150 3rd time = \$300  |                                  |                                     |                                 |

**Chart 2**

Jefferson County, West Virginia  
Engineering Department  
Office of Building Permits & Inspections

**PROPOSED IBC BUILDING PERMIT FEE SCHEDULE  
FINAL DRAFT  
(As of Feb. 22, 2010)**

**IBC - Commercial/Industrial Building Permit Fee Schedule**

Date: 5/21/2009

| Commercial Permit Type  | Current Fee   |                                  |                                     | Proposed Fee   |  |   |
|---|---|----------------------------------|-------------------------------------|--|--|---|
|   | Base Fee  | Fee per Sq.-Ft. of Finished Area | Fee per Sq.-Ft. of Un-Finished Area | Base Fee   | Fee per Sq.-Ft. of Finished Floor Area | Fee per Sq.-Ft. of Un-Finished Floor Area |
| Commercial/Industrial/Multi-Family Buildings (value less than \$50,000)                     | \$250.00  | \$0.18                           | \$0.18                              | \$250.00   | \$0.18                                 | \$0.18                                    |
| Commercial/Industrial/Multi-Family Buildings (value greater than \$50,000)                  | \$500.00  | \$0.18                           | \$0.18                              | \$500.00   | \$0.18                                 | \$0.18                                    |
| Commercial Interior Room Renovation   | \$1,000 plus \$50 per required inspection                         |                                  |                                     | \$1,000 plus \$50 per required inspection  |  |   |
| Church Building   | \$500.00  | \$0.18                           | \$0.18                              | \$500.00   | \$0.18                                 | \$0.18                                    |
| Church Addition, Pavilions & Ancillary Structures (value less than \$25,000)                | \$50 plus \$50 per required inspection                            |                                  |                                     | \$200 + \$50/inspection per required inspection  |  |   |
| Church Addition, Pavilions & Ancillary Structures (value greater than \$25,000)             | \$250.00  | \$0.18                           | \$0.18                              | \$350  | \$0.18                                 | \$0.18                                    |
| Institutional (hospital, school, fire hall, etc.)   | none  | none                             | none                                | \$500  | \$0.18                                 | \$0.18                                    |
| Commercial Swimming Pool  | none  | none                             | none                                | \$1,000 per pool & \$200 per Whirlpool/Hot Tub   |  |   |
| Demolition Permit   | \$200.00  | \$0.00                           | \$0.00                              | \$500.00   | \$0.00                                 | \$0.00                                    |
| Cell Tower or Electric Substation & Equipment   | \$250.00  | \$0.00                           | \$0.00                              | \$750.00   | \$0.00                                 | \$0.00                                    |
| Temporary Construction Trailers   | \$50.00   | \$0.00                           | \$0.00                              | \$250.00   | \$0.00                                 | \$0.00                                    |
| Sign Permit: Value less than \$25,000   | \$50.00   | N/A                              | N/A                                 | \$250.00   | N/A                                    | N/A                                       |
| Sign Permit: Value \$25,000 or more   | \$250.00  | N/A                              | N/A                                 | \$400.00   | N/A                                    | N/A                                       |
| Retaining Wall (4' or more from footer to top wall)   | \$50 plus \$0.08/lineal foot of wall                              |                                  |                                     | \$150 plus \$0.08/lineal foot of wall  |  |   |
| Fence (6' or more in height above ground surface)   | \$50 plus \$0.08/lineal foot of fence                             |                                  |                                     | \$150 plus \$0.08/lineal foot of fence   |  |   |
| Re-inspection Fee   | \$50/each re-inspection, paid prior to re-inspection              |                                  |                                     | \$50/each re-inspection, paid prior to re-inspection   |  |   |
| Plan change after permit application reviewed   | \$50 plus \$50 for each additional inspection due to plan change. |                                  |                                     | \$50 plus \$50 for each additional inspection due to plan change.                            |  |   |
| Permit Application Denied & Resubmitted within 90 days for review: \$75 re-application fee. |   |                                  |                                     | Permit Application Denied & Resubmitted within 90 days for review: \$100 re-application fee. |  |   |
| Beginning Construction Without a Permit   | 1st time = \$50 2nd time = \$150 3rd time = \$300                 |                                  |                                     | 1st time = \$50 2nd time = \$150 3rd time = \$300  |  |   |

| Example Project  | Current Fee | Proposed Fee | Charles Town | Ranson      | Martinsburg | Berkeley County |
|--|-------------|--------------|--------------|-------------|-------------|-----------------|
| <b>Subdivisions</b>  |             |              |              |             |             |                 |
| Parent to Child - 1 Lot Minor Subdivision  | \$600.00    | \$1,550.00   | \$200.00     | \$250.00    | \$400.00    | \$350.00        |
| 100 Lot Residential Subdivision  | \$41,600.00 | \$75,050.00  | \$2,250.00*  | \$60,000.00 | \$2,450.00  | \$39,450.00     |
| 10 Lot Commercial Subdivision  | \$5,850.00  | \$19,700.00  | \$10,200.00* | \$15,350.00 | \$4,100.00  | \$5,050.00      |
| <b>Site Plan</b>   |             |              |              |             |             |                 |
| Industrial Commercial Development including a 100,000 sq. ft. building Site Plan | \$0.00      | \$15,800.00  | \$2,200.00*  | \$3,950.00  | \$400.00    | \$2,500.00      |

\* This is merely a base fee that includes a minimum \$2,000 escrow.

| Example Project  | Current Fee | Proposed Fee | % Increase | Newly Proposed Fee | % Increase |
|--|-------------|--------------|------------|--------------------|------------|
| <b>Subdivisions</b>  |             |              |            |                    |            |
| Parent to Child - 1 lot Minor Subdivision  | \$600.00    | \$1,550.00   | 61%        | \$1,550.00         | 61%        |
| 100 Lot Residential Subdivision  | \$41,600.00 | \$75,050.00  | 45%        | \$65,250.00        | 36%        |
| 10 Lot Commercial Subdivision  | \$5,850.00  | \$19,700.00  | 70%        | \$13,550.00        | 57%        |
| <b>Site Plan</b>   |             |              |            |                    |            |
| Industrial Commercial Development including a 100,000 sq. ft. building Site Plan | \$0.00      | \$15,800.00  | 100%       | \$16,400.00        | 100%       |

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

**AGENDA REQUEST FORM**

Name: Tim Boyde, County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: \_\_\_\_\_

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

Subject:

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

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

## Bi-Weekly/Annual Salaries for Jefferson County Government

| Grade | Pay Rate | Percentage Increase | Bi-Weekly Hours | Year 1    | Year 2    | Year 3     | Year 4     | Year 5     | Year 6     | Year 7     | Year 8     |
|-------|----------|---------------------|-----------------|-----------|-----------|------------|------------|------------|------------|------------|------------|
| I     | 11.26    | 4.25%               | 70              | 20,500.00 | 21,371.25 | 22,279.53  | 23,226.41  | 24,213.53  | 25,242.61  | 26,315.42  | 27,433.82  |
|       |          |                     | 80              | 23,420.80 | 24,416.18 | 25,453.87  | 26,535.66  | 27,663.43  | 28,839.12  | 30,064.79  | 31,342.54  |
| II    | 14.08    | 3.75%               | 70              | 25,625.00 | 26,585.94 | 27,582.91  | 28,617.27  | 29,690.42  | 30,803.81  | 31,958.95  | 33,157.41  |
|       |          |                     | 80              | 29,286.46 | 30,384.70 | 31,524.13  | 32,706.28  | 33,932.77  | 35,205.25  | 36,525.44  | 37,895.15  |
| III   | 16.9     | 3.25%               | 70              | 30,750.00 | 31,749.38 | 32,781.23  | 33,846.62  | 34,946.63  | 36,082.40  | 37,255.08  | 38,465.87  |
|       |          |                     | 80              | 35,152.00 | 36,294.44 | 37,474.01  | 38,691.91  | 39,949.40  | 41,247.76  | 42,588.31  | 43,972.43  |
| IV    | 19.71    | 2.90%               | 70              | 35,875.00 | 36,915.38 | 37,985.92  | 39,087.51  | 40,221.05  | 41,387.46  | 42,587.70  | 43,822.74  |
|       |          |                     | 80              | 40,996.80 | 42,185.71 | 43,409.09  | 44,667.96  | 45,963.33  | 47,296.26  | 48,667.86  | 50,079.22  |
| V     | 28.16    | 2.50%               | 70              | 51,250.00 | 52,531.25 | 53,844.53  | 55,190.64  | 56,570.41  | 57,984.67  | 59,434.29  | 60,920.14  |
|       |          |                     | 80              | 58,572.80 | 60,037.12 | 61,538.05  | 63,076.50  | 64,653.41  | 66,269.75  | 67,926.49  | 69,624.65  |
| VI    | 36.6     | 2.25%               | 80              | 66,625.00 | 68,124.06 | 69,656.85  | 71,224.13  | 72,826.68  | 74,465.28  | 76,140.75  | 77,853.91  |
| VII   | 42.24    | 2.25%               | 80              | 76,875.00 | 78,604.69 | 80,373.29  | 82,181.69  | 84,030.78  | 85,921.47  | 87,854.71  | 89,831.44  |
| VIII  | 53.5     | 1.45%               | 80              | 97,375.00 | 98,786.94 | 100,219.35 | 101,672.53 | 103,146.78 | 104,642.41 | 106,159.72 | 107,699.04 |

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| Grade | Pay Rate | Percentage Increase | Bi-Weekly Hours | Year 9     | Year 10    | Year 11    | Year 12    | Year 13    | Year 14    | Year 15    |
|-------|----------|---------------------|-----------------|------------|------------|------------|------------|------------|------------|------------|
| I     | 11.26    | 4.25%               | 70              | 28,599.76  | 29,815.25  | 31,082.40  | 32,403.40  | 33,780.54  | 35,216.22  | 36,712.91  |
|       |          |                     | 80              | 32,674.60  | 34,063.27  | 35,510.96  | 37,020.17  | 38,593.53  | 40,233.75  | 41,943.69  |
| II    | 14.08    | 3.75%               | 70              | 34,400.81  | 35,690.84  | 37,029.25  | 38,417.85  | 39,858.52  | 41,353.21  | 42,903.96  |
|       |          |                     | 80              | 39,316.22  | 40,790.58  | 42,320.22  | 43,907.23  | 45,553.75  | 47,262.02  | 49,034.34  |
| III   | 16.9     | 3.25%               | 70              | 39,716.01  | 41,006.78  | 42,339.50  | 43,715.53  | 45,136.29  | 46,603.22  | 48,117.82  |
|       |          |                     | 80              | 45,401.53  | 46,877.08  | 48,400.59  | 49,973.61  | 51,597.75  | 53,274.68  | 55,006.10  |
| IV    | 19.71    | 2.90%               | 70              | 45,093.60  | 46,401.31  | 47,746.95  | 49,131.61  | 50,556.43  | 52,022.57  | 53,531.22  |
|       |          |                     | 80              | 51,531.52  | 53,025.93  | 54,563.69  | 56,146.03  | 57,774.27  | 59,449.72  | 61,173.76  |
| V     | 28.16    | 2.50%               | 70              | 62,443.15  | 64,004.23  | 65,604.33  | 67,244.44  | 68,925.55  | 70,648.69  | 72,414.91  |
|       |          |                     | 80              | 71,365.27  | 73,149.40  | 74,978.14  | 76,852.59  | 78,773.90  | 80,743.25  | 82,761.83  |
| VI    | 36.6     | 2.25%               | 80              | 79,605.62  | 81,396.75  | 83,228.18  | 85,100.81  | 87,015.58  | 88,973.43  | 90,975.33  |
| VII   | 42.24    | 2.25%               | 80              | 91,852.64  | 93,919.33  | 96,032.51  | 98,193.24  | 100,402.59 | 102,661.65 | 104,971.54 |
| VIII  | 53.5     | 1.45%               | 80              | 109,260.68 | 110,844.96 | 112,452.21 | 114,082.76 | 115,736.96 | 117,415.15 | 119,117.67 |

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| Grade | Pay Rate | Percentage Increase | Bi-Weekly Hours | Year 16    | Year 17    | Year 18    | Year 19    | Year 20    |
|-------|----------|---------------------|-----------------|------------|------------|------------|------------|------------|
| I     | 11.26    | 4.25%               | 70              | 38,273.20  | 39,899.81  | 41,595.56  | 43,363.37  | 45,206.31  |
|       |          |                     | 80              | 43,726.29  | 45,584.66  | 47,522.01  | 49,541.70  | 51,647.22  |
| II    | 14.08    | 3.75%               | 70              | 44,512.86  | 46,182.09  | 47,913.92  | 49,710.69  | 51,574.84  |
|       |          |                     | 80              | 50,873.13  | 52,780.87  | 54,760.16  | 56,813.66  | 58,944.17  |
| III   | 16.9     | 3.25%               | 70              | 49,681.65  | 51,296.31  | 52,963.44  | 54,684.75  | 56,462.00  |
|       |          |                     | 80              | 56,793.80  | 58,639.60  | 60,545.39  | 62,513.11  | 64,544.79  |
| IV    | 19.71    | 2.90%               | 70              | 55,083.63  | 56,681.05  | 58,324.80  | 60,016.22  | 61,756.69  |
|       |          |                     | 80              | 62,947.80  | 64,773.29  | 66,651.72  | 68,584.61  | 70,573.57  |
| V     | 28.16    | 2.50%               | 70              | 74,225.28  | 76,080.91  | 77,982.94  | 79,932.51  | 81,930.82  |
|       |          |                     | 80              | 84,830.88  | 86,951.65  | 89,125.44  | 91,353.58  | 93,637.42  |
| VI    | 36.6     | 2.25%               | 70              | 93,022.28  | 95,115.28  | 97,255.37  | 99,443.62  | 101,681.10 |
| VII   | 42.24    | 2.25%               | 70              | 107,333.40 | 109,748.40 | 112,217.74 | 114,742.64 | 117,324.35 |
| VIII  | 53.5     | 1.45%               | 70              | 120,844.88 | 122,597.13 | 124,374.79 | 126,178.22 | 128,007.80 |

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| <p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p> |
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**AGENDA REQUEST FORM**

Name: Tim Boyde, County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: \_\_\_\_\_

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

Subject:

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

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

## **Hours of Work**

### **POLICY**

The Jefferson County Commission will maintain specified hours of operation for all County offices to benefit the citizenry of Jefferson County.

### **PROVISIONS**

County offices will be open five (5) days each week, except for specified holidays, from 9:00 a.m. to 5:00 p.m. The normal, standard, or regular workday for all employees except as noted below will be seven (7) hours.

Department Heads and Elected Officials have the responsibility to maintain adequate staffing in their respective offices to meet the demands of the public during normal hours of operation.

The standard workday for the following categories of employees will be eight (8) hours:

- Emergency Communications (911)
- Certain maintenance staff
- Deputy Sheriffs
- Homeland Security
- Department Heads
- Assessor's Office

When authorized by the County Administrator, employees in facilities that operate 24 hours daily may be assigned to modified, alternative, or experimental work schedules to help meet special operational needs.

Whatever daily work schedule is used (i.e. 7, 8, or modified hours) these hours shall represent the employee's day of work.

Daily assigned hours shall set the level to be applied for using an equivalent number of hours per day for the use of accrued leave or sick time should the employee want a full days' pay, and for all other benefit days, e.g. funeral, jury duty, military, etc. Partial use of accruals is permissible on an hour-by-hour basis. However, accruals cannot be used on days that employees are not scheduled to work.

### **FLEXTIME**

A system of varying employee work time in which each employee will work the same number of hours as usual, but the timing of worked hours may vary by mutual consent of an employee and the respective supervisor within established Flextime guidelines. All requests for Flextime must be approved (in writing) by the immediate supervisor and the Department Head/Elected Official.

The concept and use of flexible scheduling is:

- To promote employee morale
- To provide opportunities for employees to conduct personal business without taking either paid or unpaid time off
- To maximize employee productivity
- To accommodate individuals for whom rigid work schedules constitute a hardship or even a barrier to employment
- To minimize employee tardiness and short term absences
- To allow greater employee participation in family and community activities
- To increase flexibility in meeting irregular scheduling needs

Management and employees must recognize that the use of Flextime cannot prevent or interfere with accomplishment of the mission, goals, and tasks of County Government and its respective departments, nor can Flextime cause a reduction in the levels of service currently provided.

It is also recognized that the success of Flextime depends entirely on the cooperation and good faith efforts of all involved parties and on the mutual understanding/acceptance of the benefits/limitations of Flextime.

Management must be open to alternative and creative approaches to the scheduling and accomplishment of work while employees must fulfill their commitments in a trustworthy and productive manner for Flextime to succeed. To that end, the following procedures/guidelines are established for the implementation of Flextime within Jefferson County Government.

## **PROCEDURES**

### **FLEXTIME GUIDELINES**

In cases of conflict arising out requests for Flextime scheduling, these Flextime rules and guidelines are superseded by federal and state laws or administrative rules.

### **ELIGIBILITY**

- All County employees are eligible to participate with the approval of their immediate supervisor and Department Head
- Employees requiring close supervision are restricted to working only those hours when supervision is available
- An employee may be denied eligibility on a temporary or permanent basis for abuse of flextime such as misrepresentation of hours worked

## HOURS

- The standard flextime schedule for professional, supervisory, and management employees is 70 or 80 every two-week pay period
- Rest periods may not be used as a part of the flextime scheduling, as rest breaks are standard work time and employees are in pay status during rest breaks.

## SCHEDULES

- Flextime schedules are employee initiated; no employee may be required to participate in Flextime. This does not nullify management's right to change official employee work schedules to meet the needs for continued day-to-day operations
- Flextime must be approved in writing by the supervisor and Department Head/Elected Official
- Supervisors may require submission of the schedule in writing two weeks in advance, but not less than one day (24 hours). In all cases where time sheets are completed for payroll purposes, they should accurately reflect the exact hours worked
- Core hours may be designated by supervisors depending on department production or workload requirements

## EMPLOYEE RESPONSIBILITIES

Employees participating, or wishing to participate in Flextime shall:

1. Obtain advance approval of a proposed Flextime schedule from their immediate supervisor and Department Head/Elected Official.
2. Be able to meet all workload requirements and attend all scheduled conferences/meetings within the proposed schedule.
3. Schedule only hours in which work is available, or in which it is possible to perform the duties of the job.
4. Notify other employees who will be affected by their presence or absence of their schedules and whereabouts while in work status by posting schedules. Coordinate schedules with other employees to maintain minimum staffing levels and required employee interaction.

Employees participating or wishing to participate in Flextime may not:

1. Propose a schedule which includes compensable overtime.
2. Propose to work when supervision is not available if the job or employee requires supervision.

#8-5

# Jefferson County Commission

## EMPLOYEE HANDBOOK

Approved by:  
Jefferson County Commission

# JEFFERSON COUNTY COMMISSION

## A MESSAGE FROM THE COUNTY COMMISSION

It is a pleasure to welcome you to the staff of Jefferson County Commission. We are proud of our County's government and we hope you will soon share this pride.

Our employees are our greatest resource and the keystone of efficient and effective government. We have, therefore, adopted a policy of providing our employees with wages, benefits, and working conditions comparable to other counties of our size. In return, we expect you to share your efforts and skills to the best of your ability. We welcome any ideas you may have for improvement of quality or productivity, for we believe that employee participation and involvement is essential to maximum effectiveness.

Our Personnel Policies are summarized in this handbook. The full explanation of all policies and procedures are in the Manual which is located in your department. We ask you to review them and discuss any questions you may have with your supervisor.

We hope you will find challenge, purpose, and personal fulfillment during your association with us.

Sincerely,

JEFFERSON COUNTY COMMISSION

Lyn Widmyer

Patricia Noland

Frances B. Morgan

James Surkamp

Dale Manuel

## EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

The County Commission has been, is, and will continue to be, committed to the principle that equal employment opportunity in the public sector of the County must be afforded to all persons regardless of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, medical condition or mental or physical disability as required by applicable federal and state laws. No persons shall suffer discrimination with respect to employment or other terms or conditions of employment by reason of such person's status as enumerated above.

The Jefferson County Commission recognizes that equal employment opportunity may be ensured only by a carefully administered and practiced program designed to eliminate any practices, standards, or conditions tending to result in discrimination, and by initiating positive efforts in recruitment, examination, selection, promotion pay, and training procedures to extend equal employment opportunities to all qualified persons without limiting, segregating or classifying employees or applicants for employment in any way which would deprive any individual of employment opportunities or otherwise affect his or her status as an employee because of such individual's race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, medical condition or mental or physical disability.

Although the Commission attempts to provide stable employment, County jobs are dependent upon funding from state and federal government agencies and from local taxes and fees. Therefore, nothing in the Handbook shall be construed as an expressed or implied guarantee of permanent employment. A person's employment with Jefferson County Commission is at will and may be terminated in management's discretion at any time.

This handbook does not create any contractual rights to any employee'

### POLICIES AND REGULATIONS

This manual supersedes any oral representations made to any employee to the contrary. Details of the following information are included in your department's Policy and Procedures Manual. The Commissioners may change these policies at any time, with or without notice. As a new employee, you must make an appointment with the Benefits Administrator during your first day of employment for an explanation of and enrollment in the benefits for which you are eligible.

Any change in your personal status -- i.e. name, address, phone, marital status, dependents or beneficiaries, should be reported to the Benefits Administrator's Office as soon as practical. Your Supervisor will conduct an orientation to your office. Any questions you may have should be directed to him/her.

Department Heads, Supervisors and Elected Officials have been given the authority and responsibility necessary for the efficient operation of the department. They may establish intra-department rules and regulations as long as these do not conflict with general Jefferson County Commission Policy.

### **PERFORMANCE EVALUATIONS AND SALARY INCREMENT**

Our performance evaluation program provides a means of rating your job performance and may be a basis for granting increases, promotions and transfers. Increases are not automatic and may be granted only if your work performance indicates this recognition is deserved and is recommended by your Supervisor and county funds permit.

Probationary employees will have their performance evaluated before the end of their probationary period. Thereafter, your job performance will be evaluated annually. If warranted, a merit increment may be granted until you reach the maximum of your salary grade. Each evaluation will be reviewed with you and you will be given the opportunity to sign it and add your comments before it becomes a part of your personnel file.

### **PROMOTION AND TRANSFER**

When a job vacancy occurs, it is the general practice of the Jefferson County Commission to promote from within when qualified candidates exist. Job openings are posted as they occur and are approved by the County Commission. In instances where qualifications are equal, selection will be based on past performance evaluations, ability to perform the work, and tenure. All positions will be posted internally as well.

### **PROGRESSIVE DISCIPLINE**

The County Commission has established rules and regulations for the good of the public as well as you and your co-workers. Your Supervisor has been given the responsibility to see that these rules and regulations are carried out. Disciplinary action may range from verbal reprimand to suspension without pay, and finally, to discharge, but a system of progressive discipline will be followed in cases of work performance or behavioral problems. Any employee involved in an incident which requires investigation or is charged with a criminal offense may be suspended

without pay or dismissed from employment. If you are not satisfied with the decision relative to your discipline, you may seek redress as outlined in the section of the Handbook entitled "Issue Resolution Procedure".

### **ISSUE RESOLUTION PROCEDURE**

We realize that misunderstandings will arise regarding working conditions, disciplinary actions, or the manner in which personnel rules and regulations are interpreted or applied. Most of the time your problem can be resolved through an open, honest and thorough discussion with your Supervisor. (S)he has the first responsibility to resolve your problem.

However, if you don't feel satisfactory progress has been made, or if you feel your Supervisor cannot solve your problem, employees may seek a solution through the formal Issue Resolution Procedure. Contact your Department Head or the County Administrator for instructions and forms to be used. It is our sincere desire to be completely fair when reviewing your problem. All decisions are made with the best interest of our public and general welfare of Jefferson County Commission and its employees in mind.

### **NON DISCRIMINATION & ANTI-HARASSMENT**

The Jefferson County Commission is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment. Therefore, Jefferson County Commission expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, citizenship status, marital status, creed, genetic predisposition or carrier status, or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (1) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

### **AMERICAN DISABILITIES ACT (ADA)**

The County Commission is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) and the West Virginia Human Rights Act (WVHRA). It is the Jefferson County Commission's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, Jefferson County Commission will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA and WVHRA, who has made Jefferson County Commission aware of his or her condition, provided that such accommodation does not constitute an undue hardship on the County.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact their immediate supervisor. Jefferson County Commission encourages individuals with disabilities to come forward and request reasonable accommodation.

### **ETHICS**

The Jefferson County Commission conducts business fairly, impartially, in an ethical and proper manner, and in compliance with all laws and regulations. The highest standards of ethical conduct are required of Jefferson County Commission employees in performance of their responsibilities. Every employee has the responsibility to ask questions, seek guidance, report suspected violations, and express concerns regarding compliance with this statement.

Employees who fail to maintain proper standards of ethics and conduct toward their work, their co-workers or the County's clients and vendors, or who violate any of Jefferson County Commission's policies, will be subject to appropriate disciplinary action, up to and including discharge.

### **CONFIDENTIAL INFORMATION**

All Jefferson County Commission records and information relating to the County or its employees, clients or vendors are confidential and employees must, therefore, treat all matters accordingly. No County or County related information, including,

without limitation, documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of the County) may be removed from the County's premises without permission from the County.

Additionally, the contents of records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose. Employees must not disclose confidential information, purposefully or inadvertently through casual conversation, to any unauthorized person inside or outside the County. Employees who are unsure about the confidential nature of specific information must ask their supervisor for clarification. Employees will be subject to appropriate disciplinary action, up to and including dismissal, for knowingly or unknowingly revealing information of a confidential nature. The County will comply with all HIPAA regulations.

### **TARDINESS AND ABSENTEEISM**

Unauthorized absences, tardiness, and unapproved early departure may lead to disciplinary action. Your Supervisor has the authority to reduce your pay for lost time or require that the time be made up.

### **RESIGNATION**

If circumstances become such that you must leave County Government employment, the following guidelines will assure your resignation in good standing:

- 1) Advise your Supervisor immediately of your intention to resign
- 2) Submit a letter of resignation to your Supervisor. Non-exempt personnel must provide a two week notice; exempt personnel a four week notice. The reason for your resignation must be specified. If you leave County employment in other than good standing, you will forfeit accrued sick leave benefits and you may forfeit reinstatement privileges.

### **TYPES OF EMPLOYEES**

Probationary Employee - All newly hired employees for the first six months (180 days) of employment. During this time your work will be reviewed and evaluated frequently by your Supervisor as a part of our performance evaluation program. Probationary employees may be terminated at any time, for any reason without notice. Such termination results in loss of accrued sick leave benefit days.

Regular Full-Time Employee - An individual scheduled to work 30 / 32 hours or more per week (35 or 40 hours per week respectively) and has completed their probationary period. Regular full-time employees are eligible to participate in all the benefit programs.

Regular Part-Time Employee - Persons appointed to work a regularly scheduled shift of less than 30 /32 hours per week (35 or 40 hours per week respectively). These employees are paid on the basis of an hourly rate and receive vacation, sick, and holiday benefits on a pro-rated basis.

Occasional Employee - Individuals appointed to work as a fill-in or on-call employee. These employees are not eligible to participate in the County benefit programs.

Temporary Employee - One appointed to fill a position for a limited period of time. Temporary employees are not eligible to participate in the County benefit programs.

### HOURS OF WORK

Your Supervisor will inform you of your hours of work. The standard workday of the County business offices is 7 hours (35 hour work week) from 8:00 a.m. to 5:00 p.m. with one hour for lunch. All Department Heads, 9-1-1 Emergency Services / Communication Telecommunicators, and Supervisors, select Maintenance workers, and certain other staff, have a standard 8 hour workday and 40 hour work week. With your supervisor's approval, you may request hours of work other than the standard 8:00 A.M. to 5:00 P.M. work hours.

### TIME RECORD

Our attendance records are County records, and care must be exercised in recording the hours worked, overtime hours, and absences. Employees are not to clock or sign in or out for other employees. Violations of this policy may result in appropriate disciplinary action, up to and including immediate discharge.

Once a non-exempt employee clocks or signs in, work is to commence immediately. Failure to do so is considered falsification of timekeeping records. If an employee forgets to clock or sign in or out, he or she must notify his or her supervisor immediately so the time may be accurately recorded for payroll.

## PAY DAY

You will receive your paycheck bi-weekly. If the pay day falls on a holiday, paychecks will be distributed on the day before the holiday. No paychecks will be distributed prior to pay day. Any questions you have about your paycheck should be directed to your Supervisor.

## OVERTIME

It is the Policy of the Jefferson County Commission to compensate non-exempt employees for overtime hours worked in accordance with the Federal Wage and Hour Law (Fair Labor Standards Act). Overtime is defined as all authorized time worked in your regular position in excess of 40 hours in a workweek.

Overtime is limited to strict necessity and is worked only with the prior approval of the Department Head. Exempt employees are excluded from overtime consideration. Only hours worked are counted when computing overtime. "On-call" hours, as defined in the County's Personnel Policy & Procedures are considered hours worked.

## PAYROLL DEDUCTIONS

The County is required by law to make certain deductions from your gross pay. These are: federal income tax, state income tax, local income tax, state unemployment compensation tax, and social security tax. In addition, state law requires that the County deduct a minimum of 4.5 percent from the paycheck of the full-time employee for the County Employee Retirement Plan.

Voluntary deductions may consist of additional deferred compensation. If you have any questions regarding payroll deductions, please ask your Supervisor or the Human Resources Office.

## RETIREMENT

State law mandates all regular full-time and certain regular part-time County employees must be members of the West Virginia Public Employee's Retirement System by contributing a minimum of 4.5% of their gross pay through payroll deduction to the West Virginia Public Employees Retirement System. This money is yours and will never be forfeited by you. A booklet setting forth the details of the System will be given to you during your initial orientation. If you have any questions about the retirement program, please contact the Benefits Administrator's Office.

## **MEDICAL, DENTAL, VISION AND LIFE INSURANCE**

All full-time employees are eligible for coverage under the provisions of the Jefferson County Employee Group Medical, Dental, Vision and Life Insurance Plans. Dependent coverage is also available. Details of these benefits are given to you during your orientation in the Benefits Administrator's Office. Any questions regarding insurance coverage or procedures for you or your covered dependents should be directed to the Benefits Administrator's Office.

## **DEFERRED COMPENSATION**

The County provides this voluntary benefit to employees who wish to have a part of their salary placed in a tax deferred savings program in any of the plans available. Employees who resign, retire, or wish to revise their program must contact the deferred compensation representative.

## **HOLIDAYS**

The Jefferson County Commission recognizes several holidays annually. The tentative Holiday schedule is announced by the Board of Commissioners during December of each calendar year. Full-time employees will be paid for Holidays at their standard hourly rate. Regular part-time employees shall be granted pro-rated Holiday hours. If you are scheduled to work on a Holiday, you will receive additional compensation. Your Supervisor will discuss this with you. The Emergency Communications 9-1-1 Supervisors and Telecommunicators will recognize calendar Holidays when these differ from the official schedule.

Holidays occurring during the vacation or sick leave will be considered as Holiday pay and will not be charged against your accrued vacation or sick hours. To qualify for Holiday pay, you must work the last scheduled workday before the Holiday and the first scheduled workday following the Holiday, or have an approved absence.

## **JURY DUTY**

If you are summoned for Jury Duty, it is important for you to notify your Supervisor immediately so that arrangements can be made to provide coverage for your work, if necessary. Absence from work due to jury duty during your scheduled work hours will be paid based on your standard hourly rate and the number of scheduled hours off work. You are required to remit to the County Tax Office any payment for services received as a jurist except mileage. If you are not scheduled to work while on Jury Duty, you will not receive wages and are not required to remit jury duty fees paid.

If you appear, as part of your job or under subpoena, before a court, you will be paid your regular salary for time off work. If you appear in court for personal or private litigation, unpaid time, or vacation leave must be used for time off work.

### BEREAVEMENT

Should a death occur in your family, an excused absence may be granted by your Department Head. You must be a full time employee to request this benefit. Funeral leave will be paid at your standard hourly rate. If the death occurs in your immediate family, you may be granted three (3) work days (including the day of the funeral) if the deceased is your spouse, child, step-child, parent, step-parent, brother, sister, parent-in-law, son-in-law, daughter-in-law. The employee will receive bereavement (2 days) for, sister-in-law or brother-in-law. Two days of funeral leave may be granted for other deceased family members if the deceased is the employee's niece, nephew, aunt, uncle or grandparent-in-law by blood or marriage. If you need additional time off, you may charge the time against your accrued vacation hours or a request for unpaid time.

### FINAL PAY

Upon separation from employment or whenever an employee quits or resigns employment, the wages or compensation earned shall become due and payable not later than the next regular payday on which such wages would otherwise be due and payable. Accrued sick will not be compensated for anything other than retirement calculations by PERA.

### VACATION

Based on hours worked, you may accrue nine days paid vacation during your first year of employment. Five of these days will be available to you after six months of employment. Any days of vacation taken during the first six months or any days taken in excess of your current accrual are taken without pay. Vacation time is a reward for services offering you a break from the daily routine and is earned according to the following schedule:

| Year of Employment | Length of Continuous Service             | Monthly Rate of Accrual | Accrued Days Maximum Per Year | Maximum Accrual |
|--------------------|--|-------------------------|-------------------------------|-----------------|
| 0-2                | After 1 mo.-23 <sup>rd</sup>             | .75 day                 | 9                             | 9               |
| 2-5                | 24 <sup>th</sup> mo. - 59 <sup>th</sup>  | 1 day                   | 12                            | 20              |
| 5-12               | 60 <sup>th</sup> mo. - 143 <sup>rd</sup> | 1.25 days               | 15                            | 26              |
| 12-15              | 144 <sup>st</sup> mo.- 179 <sup>th</sup> | 1.5 days                | 18                            | 26              |
| 15 plus            | 180 <sup>th</sup> mo. - thereafter       | 2 days                  | 24                            | 26              |

Whenever workloads and schedules permit, you may request vacation for your most preferred time. In the case of conflicting vacation requests within a department, service time shall prevail. All vacation scheduling is subject to approval by your Department Head. Vacation pay will be based on your standard hourly rate.

If you terminate, you will be paid for your accrued but unused vacation hours subject to the maximum accumulation shown in the schedule above. Regular part-time employees will receive the vacation benefit on a pro-rated basis, i.e. a three day per week employee would accrue 60% of the schedule.

### **SICK LEAVE**

Paid sick leave for personal illness or care of sick family members accrues from your first day of work at a rate equivalent to one day per month. Regular part-time employees accrue sick leave on a pro-rated basis. Your Department Head may require verification by a physician (M.D.) for absences exceeding three work days or more, or for any period of illness if abuse is suspected.

Sick leave may be taken during the probationary period. Paid sick leave will not be granted until accrued. To be eligible for paid sick leave, you must notify your Supervisor of your intended absence no later than the beginning of your regular shift. As some offices have established sick leave reporting procedures, be sure to discuss this with your Supervisor.

### **ANNUAL MILITARY TRAINING**

If you are a member of the Reserves, Guard, or other recognized military organization requiring an annual training period, you will be granted up to fifteen working days of leave for the purpose of attending scheduled training. You will be paid at your standard hourly rate. Your benefits will be continued during this period. Requests for this leave must be submitted to your Department Head, who may approve leaves up to ten work days in length.

### **LEAVE-OF-ABSENCE**

A leave of absence without pay may be granted, upon proper application, to full-time employees of the County who have completed one year of satisfactory service. Three types of unpaid leave of absence are recognized: Personal, Military, FMLA or Medical (includes Childbirth). If you need to make application for an unpaid leave, contact your immediate supervisor or department head for leave information and the procedure to apply. Such leaves will be limited to three months, except military which will be for the duration of the active duty.

A leave of absence for all regularly assigned full and part-time employees is available under the provisions of the Family & Medical Leave Act for a maximum of twelve weeks in a 12 month period; however Military FMLA is extended to a maximum of twenty-six weeks in a 12 month period. To be eligible for FMLA, you must have been employed with us for 12 months and worked at least 1,250 hours during the twelve-month period immediately before the date when the leave is requested to commence. The leave can be taken for the birth or adoption of a child, the serious health condition of a child, spouse or parent, service member, or your own serious health condition.

Employees should provide 30 days advanced notice FMLA request or as soon as practical in event of an emergency.

### **SAFETY PROGRAM**

As an employee, you are a vital part of the County's Safety Program. Safety hazards of any type should be reported to your Supervisor without delay. Should you sustain an accident or injury while on the job, you must report it immediately to your Supervisor and complete an Incident Report.

### **WORKERS' COMPENSATION**

The County assumes full responsibility for the payment of Workers' Compensation insurance premiums. To be eligible for Workers' Compensation, all work related accidents, regardless of the extent of the injury, must be reported to your Supervisor immediately. You are covered by Workers' Compensation Insurance only while you are working on the job or on the County's premises going to or from your job.

Lost time from work resulting from a work-related injury is compensable starting the eighth day of disability. You may elect to use your accrued sick, personal or vacation time to receive pay during the first seven days. The Benefits Administrator can answer any questions you may have concerning Workers' Compensation.

### **LIABILITY INSURANCE**

Employees are covered by a blanket liability insurance policy. There is no charge to the employee for this coverage.

## **BULLETIN BOARDS**

Official announcements and other items of interest are posted on the bulletin boards conveniently located in the various office facilities. Unauthorized removal, destruction, or defacement of posted material is treated as a violation of County rules and regulations.

## **PERSONAL MAIL**

Because of the sizable volume of mail that flows through each County facility, it is requested that you not use your office as your personal mailing address.

## **TELEPHONES**

The telephone is a very important factor in establishing good public and employee relations. When answering, or placing a call, it is important that you identify yourself as well as your department. Personal calls should be kept to a minimum. For your convenience, public phones are available at each County facility.

## **PARKING**

Employee parking on a first-come, first-serve basis is available at all County locations. Permits, available at the Maintenance Office, are required if you park in the Courthouse parking areas due to the limited parking spaces available.

## **SOLICITATIONS AND CONTRIBUTIONS**

Permission to solicit contributions is granted only by the County Commission. This applies to solicitation for donations for both community and national causes. You are not required to contribute to any cause approved for solicitation by the Commissioners. Any distribution of literature must be approved in advance by the Commissioners and is limited to non-work areas during non-work time.

## **LOST AND FOUND**

Lost articles should be reported immediately to your Supervisor. Any property that you happen to find on County premises should be turned over to your Supervisor.

## **COMPUTER E-MAIL**

The computer equipment and the E-Mail system are to be used for County business. You are requested to treat it as assistance in performing your job duties for the County and not as part of your personal activities.

**Issue Resolution**

**POLICY**

The Jefferson County Commission will provide an Issue resolution procedure for all employees when misunderstandings occur regarding working conditions, application of discipline, or interpretation of County policies and procedures.

**PROVISIONS**

It shall be the responsibility of all levels of Jefferson County Commission management to give the employee a completely fair and open hearing relative to the issue without prejudice.

In addition to the County procedure, Civil Service employees have the right of appeal for personnel actions under Civil Service regulations. Questions relating to the issue resolution procedure should be referred to the County Administrator or designee..

**PROCEDURES**

**Issue Resolution Process**

The employee shall first discuss the problem or complaint with his/her immediate supervisor. If the matter is not resolved to the employee's satisfaction, the employee shall have the right to submit a complaint in writing. The Issue Resolution Procedure may proceed, if necessary, through the following steps:

**Step 1:**

1. The employee shall discuss the complaint with his/her immediate supervisor within five (5) working days of the occurrence of the event.
2. The supervisor shall give the employee a written decision on the issue within five (5) working days of the meeting.

**Step 2:**

1. If the employee is not satisfied with the answer at Step 1, he/she may move the complaint to the Department Head within five (5) working days.
2. The Department Head shall meet with the employee within five (5) working days of receipt of the Complaint and shall reply in writing to the employee within five (5) working days of the meeting.

**Step 3:**

1. If the employee is not satisfied with the disposition of the complaint at Step 2, he/she may move the complaint to the County Administrator (or designee) within five (5) working days of the Department Head's decision.
2. The County Administrator (or designee) shall meet with the employee within five (5) working days of receipt of the complaint and shall respond in writing to the employee within ten (10) working days of the meeting.

**Step 4:**

1. If the employee is not satisfied with the disposition of the complaint at Step 3, he/she may move the complaint to the County Commission within five (5) working days of the Administrator's decision.
2. The County Commission shall meet with the employee within five (5) working days of receipt of the complaint and shall respond in writing to the employee within ten (10) working days of the meeting.
3. The decision of the County Commission shall be final.

The Issue Resolution Form shall be used to initiate the complaint. The employee shall complete the form by completing the information requested and presenting the form to his/her immediate supervisor. The information contained on the form shall not be altered during the issue resolution procedure.

A separate copy of the Issue Resolution and Employee Answer Form is executed for each reply to the employee's complaint. A separate copy of this form is completed by the employee in referring the complaint to the next higher step in the Issue resolution procedure or in terminating the complaint.

Since the purpose of this form is to keep appropriate personnel apprised of the current status of the complaint, only one half of the form is completed and distribution is made immediately.

Copies of completed forms shall be *given* immediately to all appropriate persons involved in the issue resolution procedure and to the Human Resources Office.

The County Administrator or designee is responsible for providing copies of all completed issue resolution forms to the County Commission or its designee when complaints are referred to that *level*.

The County Administrator or designee is responsible for administering the uniform processing of issue resolution forms with Jefferson County Commission.

Author: TTB

Date: 8/17/10

Approved: \_\_\_\_\_

**DRAFT**

JEFFERSON COUNTY

Issue Resolution – Reply Form

Complaint Reply:

No. \_\_\_\_\_ Step \_\_\_\_\_

Employee \_\_\_\_\_ Class Title \_\_\_\_\_ Dept. \_\_\_\_\_

Reply to Employee Complaint: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Received by \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

Date \_\_\_\_\_

**Employee Answer**

No. \_\_\_\_\_ Step \_\_\_\_\_

Employee \_\_\_\_\_ Class Title \_\_\_\_\_ Dept. \_\_\_\_\_

\_\_\_\_\_ I am satisfied with the answer to my complaint.

\_\_\_\_\_ I am not satisfied with the answer and wish to have it referred to the next step.

Additional Comment \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Received By \_\_\_\_\_ Date \_\_\_\_\_

JEFFERSON COUNTY

Issue Resolution Form

Any employee having a problem regarding his/her employment must discuss the problem with their immediate supervisor. If the problem is not resolved to the employee's satisfaction, the employee may then submit their complaint in writing.

Employees presenting complaints must be specific and state exactly what occurred to cause the complaint. For example, what rule or regulation was unjustly applied, how, when, by whom and to whom. Complaints that are not specific or are incomplete will be returned for further information.

Employee Information:

Name \_\_\_\_\_ Class Title \_\_\_\_\_ Department \_\_\_\_\_

Date(s), Time, and Location

Date Occurred \_\_\_\_\_ Time \_\_\_\_\_ Location \_\_\_\_\_ Date Presented \_\_\_\_\_

Statement of Employee's Complaint :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Settlement Desired:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employees' Signature \_\_\_\_\_

Received By \_\_\_\_\_

Date \_\_\_\_\_

DRAFT

**COMPENSATORY TIME**

**POLICY**

Non- exempt employees of Jefferson County *may* receive compensatory time off in lieu of overtime compensation. Compensatory time is calculated in the same manner as overtime compensation methods.

Compensatory must be agreed to in writing by the employee and the department head before the performance of work and must be recorded in the employee record of hours worked. The written agreement can be modified at any point at the request of the employee or department head. The modified agreement cannot negate the hours accrued prior to the modification.

All accrued compensatory time must be used within two (2) pay periods of accrual or it will be lost. Exceptions to this policy *may* be granted by the County Commission or their designee on a case by case basis.

The use of accrued compensatory time by the employee should be submitted in writing to the department head three (3) days in advance. The department *may* allow for the use of compensatory time off within a reasonable request unless the employee's absence would disrupt the day-to-day operation of the department.

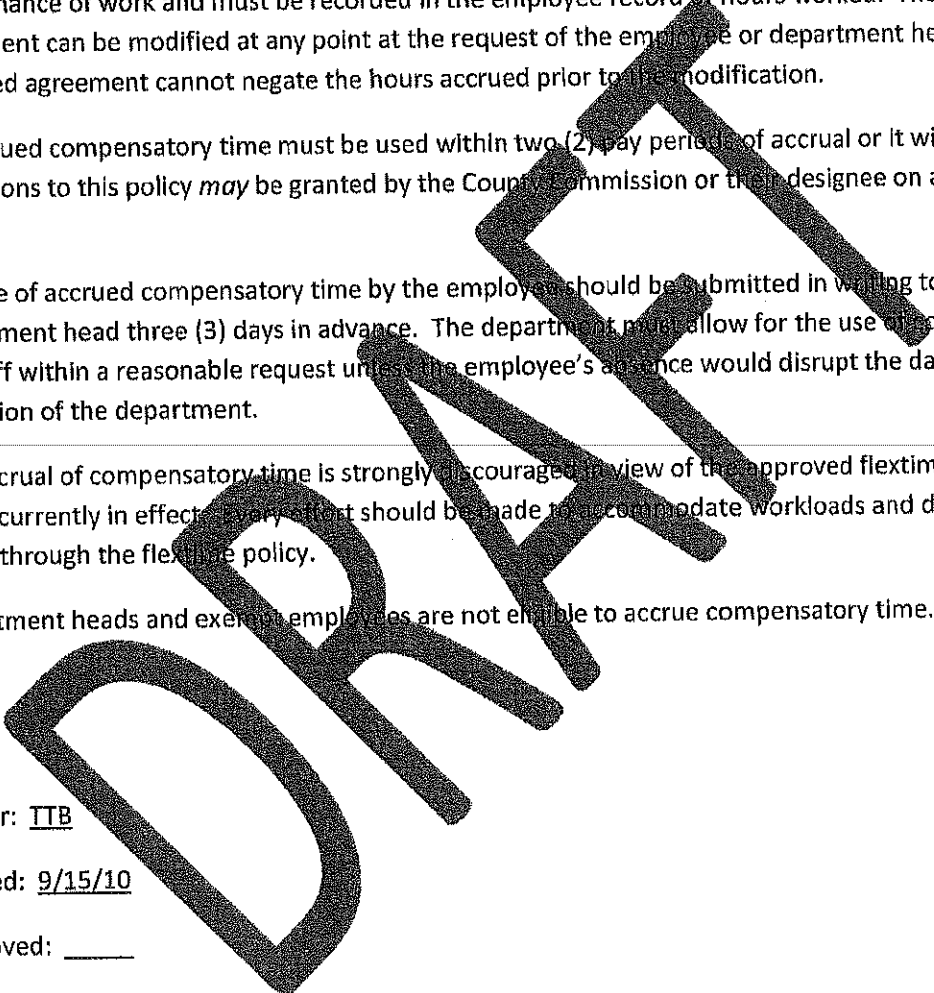
The accrual of compensatory time is strongly discouraged in view of the approved flextime scheduling policy currently in effect. Every effort should be made to accommodate workloads and departmental needs through the flextime policy.

Department heads and exempt employees are not eligible to accrue compensatory time.

Author: TTB

Drafted: 9/15/10

Approved: \_\_\_\_\_



**SUPERVISOR RESPONSIBILITIES**

Supervisors shall:

1. Approve responsible requests that conform to the established guidelines.
2. Determine staffing and workload requirements and, if necessary, designate a minimum number or individuals to be available during the regular shift hours at a work station or site.
3. Notify employees of schedule conflicts within two (2) days of receiving a request or learning of a potential conflict.

Resolve schedule conflicts according to the following procedures:

1. Prescheduled accrued leave requested at least thirty (30) days in advance has priority over Flextime requests.
2. The supervisor shall contact the employees and request them to resolve the matter between themselves.
3. Make reasonable efforts to avoid conflict in scheduling meetings and other group projects

Supervisors may:

1. Revoke an employee’s eligibility to participate in Flextime for abuse of the policy.

**DISCLAIMER**

Pursuant to the Fair Labor Standards Act (FLSA), time spent outside of regular work hours in travel away from home or office will not be considered as compensable time. The county will make an exception to this if the employee has custody/control of another person.

Author: TTB

Drafted: 9/14/10

Approved: \_\_\_\_\_

**Classification Plan**

**POLICY**

The Jefferson County Commission will provide a Classification Plan consisting of position descriptions for its employees.

**PROVISIONS**

The County Administrator (or designee) will be responsible to the Commission for the administration of the Classification Plan, in conjunction with, Elected Officials, Department Heads, and Employees.

**PROCEDURES**

The Classification Plan will group together like positions into appropriate, similar classes, with respect to duties and responsibilities. Each class in the Classification Plan will be designated by a descriptive title and defined by class specification.

Class specifications include a class title, a general statement of duties and responsibilities, typical examples of work to be performed, minimum qualifications, and any special requirements as determined through job evaluations. All class specifications will adhere to the Americans with Disabilities Act (ADA).

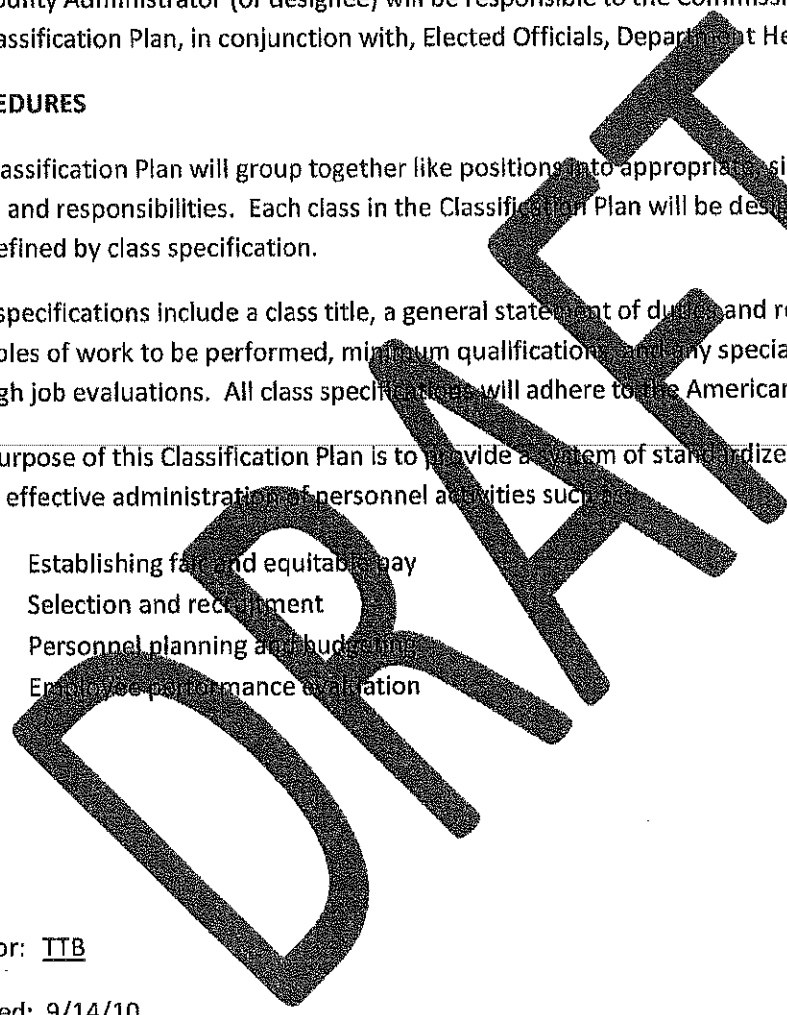
The purpose of this Classification Plan is to provide a system of standardized titles and job language used in the effective administration of personnel activities such as:

- Establishing fair and equitable pay
- Selection and recruitment
- Personnel planning and budgeting
- Employee performance evaluation

Author: TTB

Drafted: 9/14/10

Approved: \_\_\_\_\_



**CALCULATION of COMPENSATION**

**POLICY**

The Jefferson County Commission provides regular pay periods for all employees of Jefferson County Government.

**PROVISIONS**

**Pay Periods**

- All employees will be paid on a bi-weekly basis
- Pay periods are based on a Sunday through and including the second Saturday
- Individual time sheets are the basis for payment of salary and wages
- Any misrepresentation of facts on the time sheet may be grounds for dismissal

**Calculation of Pay**

Pay day will be on the Thursday following the end of the pay period and will include payment for all hours worked during the pay period. Under no circumstances will advances on wages be made, nor will individual paychecks be issued in advance of the scheduled pay.

- Salaries and rates of pay are set by the adopted salary and compensation schedule adopted by the Jefferson County Commission on \_\_\_\_\_
- Hours for persons assigned, mandated or approved emergency duty on contiguous Saturdays and Sundays will be counted in the same week

**Time Recording**

Individual time sheets are the basis for payment of salary and wages. The individual time sheet must be signed by the employee and department head. No wage or salary payment will be made without the properly signed document. Time sheets are due in the payroll office no later than \_\_\_\_\_ following the close of a pay period.

**Calculation of Pay**

An hourly rate is calculated in order to compute the cash value of unused vacation and sick leave, salary deductions for unauthorized absences from work, etc... The hourly rate is determined by dividing the annual rate of pay by 1820 hours (35 hour work week) or 2080 hours (40 hour work week) whichever is appropriate.

Author: TTB

Drafted: 9/15/10

Approved: \_\_\_\_\_

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

**AGENDA REQUEST FORM**

Name: County Commission

Department or Entity: \_\_\_\_\_

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: \_\_\_\_\_

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

Subject: **Unfinished Business**

Please provide the County Commission with a description of your request or presentation, including any background information: **Review of letters regarding the Flowing Springs Treatment Plant**

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

September 30, 2010

Thank you for this opportunity to speak to you today.

In Case 09-0347-PSD-PC-CN Certificate of Necessity on the Flowing Springs Water Treatment Plant, Transcript of August 27, 2010, the County Commission Resolution of August 24, 2006 was used by Mr. Kelsh (Legal Counsel for the PSD) and Mr. Hankins (Chairman of the PSD Board) to discredit Commissioner Surkamp's testimony of August 26, 2010 and show the Commission's approval of the Flowing Springs Water Treatment plant (p.200, line 5-20, Utility Exhibit 17). In the County Commission Resolution it stated that developers were going to pay for the waste treatment plant when the Commission supported it in 2006. Today, there are no developers to pay for this system.

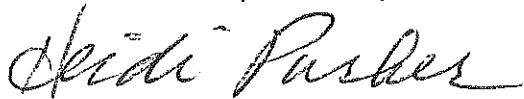
The current funding plan for this \$27 million dollar project is a 44.6%<sup>1</sup> rate increase to approximately 2200 unlucky customers. The grant of \$1 million that the PSD gets excited about is simply a credit towards future CIFs. There is no free money as they would have us believe. The PSD is also excited about a 40 year no interest loan to fund this project from the Department of Environmental Protection. Under this loan arrangement, existing customers will pay \$26,943,840 of the \$27,000,000 project. The "future" will pay .21% of the project (see attached court brief calculations, p. 5-6). The law states that future projects are to be paid for by the future (24-2-2, sec. b), yet the calculations show that the *existing* rate payers will pay for 99.79% of this project. Even if the project goes through, existing customers should only pay their part, which is \$12.50 a month, not a never ending rate increase (see attached court brief calculations, p. 6-7). And, where is the funding from the County, City of Charles Town, and Ranson, and the many Developers who testified that they were in favor of this project and would benefit financially from it (see hearing transcript for August 26, 2010)?

Does the Commission currently support this project under the current funding? If not, would the Commission make a new resolution to that effect?

To me, Mr. Hankins misrepresented the Commission's approval of this project given in 2006 when developers were paying for the system, which is now not the case and is therefore not fit to serve on the PSD Board. I implore the Commission to place a rate payer on the PSD Board in order to bring sanity back to this governing entity. A rate payer would serve as a voice of reason for that Board and is not prohibited by law. It would also show that the Commission has heard the Public and their economic hardships due to unreasonable sewer rates and projects for the future when the future is not yet here and should pay for itself, as the law demands (WV 24-2-2, sec. b).

Also, I wish to thank the Commission for placing Mr. Appignani on the PSD Board. He is fair, intelligent, tries to answer our questions, and seems to truly understand the current economic climate and the burdens on the rate payers.

If the Commission approved the placing of a rate payer on the PSD board, I think Ms. Milliron would make an excellent addition. I'm not speaking for her in any way, nor do I have any idea if she would want or accept such an appointment, but I think she would do an excellent job because she is a chemical engineer and understands the technical details as well as practical implications of work of the PSD.



Heidi Parker, 32 Buckskin Court, Charles Town, WV 25414, heidiparker.1@gmail.com

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<sup>1</sup> Proposed rate \$18.38 minus current rate \$12.71 = total increase \$5.67; divide \$5.67 by current rate \$12.71 to get percentage of increase. Formula:  $18.38 - 12.71 = 5.67 / 12.71 = .446$  or 44.6% increase.



# 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: 304-728-7966



**COPY**

June 11, 2009

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

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

Dear Ms. Squire:

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

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

The Jefferson County Commission believes that the District has selected the right location for its plant, the right type of plant, and the right way to pay for the Project. The plant will provide service to already approved development in a designated growth corridor. Updates to the County Comprehensive Plan, including more detailed planning for the Rt. 340 Growth Corridor, will define future service areas. The membrane bio-reactor plant is designed to remove nitrogen and phosphorous nutrients from the District's discharge to protect the water quality and the aquatic life environment of the Chesapeake Bay and its tributaries, including the Shenandoah River. The District's proposed method to repay the cost of this facility, with CIFs, is appropriate because it is new growth in the county that is creating the need for this facility. The District's receipt of federal stimulus funds, for which there is much competition, confirms the merit of this Project.

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

Jefferson County Commission,

By: Dale Manuel  
Dale Manuel, Commission President

*Ms Widmyer's suggested changes*

June 11, 2009

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

RE: CASE NO. 09-0347-PSD-CN  
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For these reasons, the Jefferson County Commission urges the PSC to grant a certificate of convenience and necessity to the District for the Project and approve the District's proposed funding and rates.

Jefferson County Commission

By: \_\_\_\_\_  
Dale Manuel, President

**Susanne Lawton**

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**From:** Lyn Widmyer [lynwidmyer@gmail.com]  
**Sent:** Monday, June 15, 2009 12:01 PM  
**To:** Leslie Smith; Susanne Lawton  
**Cc:** Joseph Hankins; Jim Cummins  
**Subject:** Amended language to Co.Comm. letter of support for Flowing Springs  
**Attachments:** CC letter FLOWing Springs.doc

My text changes are attached.

I can only support a letter that includes the statement that future service areas will be determined by amendments to the Comprehensive Plan, particularly in the Rt 340 Corridor. PSD members have continually (and correctly!) reminded us that PLANNING should determine where sewer service is provided and I think we need to state this in the letter.

Thanks,

Lyn Widmyer

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The Jefferson County Commission believes that the District has selected the right location for its plant, the right type of plant, and the right way to pay for the Project. The plant will provide service to already approved development in a designated growth corridor. Updates to the County Comprehensive Plan, including more detailed planning for the Rt 340 Growth Corridor, will define future service areas. The membrane bio-reactor plant is designed to remove nitrogen and phosphorous nutrients from the District's discharge to protect the water quality and the aquatic life environment of the Chesapeake Bay and its tributaries, including the Shenandoah River. The District's proposed method to repay the cost of this facility, with CIFs, is appropriate because it is new growth in the county that is creating the need for this facility. The District's receipt of federal stimulus funds, for which there is much competition, confirms the merit of this Project.

**Deleted:** The plant location is close to the housing developments that are expected to use the plant in Jefferson County's residential growth corridor.

## PSD gets <sup>Bid</sup> <sub>Bks</sub> stimulus grant <sup>for</sup> <sub>for</sub> sewer project <sup>2/10/09</sup> <sub>2/10/09</sub>

The Jefferson County PSD has been notified that the West Virginia Department of Environmental Protection (DEP) intends to provide the District with \$7,162,000 of federal stimulus grant funds for its Flowing Springs Wastewater Treatment Plant project.

On April 22, 2009, DEP Clean Water State Revolving Fund Program Manager Mike Johnson sent PSD chairman Joseph Hankins a letter stating DEP's intention to recommend the District's project for a federal stimulus grant upon the District receiving bids for the project. The District's project is fully designed, and is pending before the Public Service Commission for issuance of a certificate of convenience and necessity.

"This is great news for the District and its customers," said Hankins. "This will substantially reduce the cost of the project to the District. There was a lot of competition for federal stimulus funds. The fact that the District will be getting a large grant shows DEP sees a lot of merit in the project."

The District's Flowing Springs project proposes to construct a new one million gallon per day wastewater treatment plant near the Halltown paper board plant. The plant will utilize membrane bio-reactor technology to treat wastewater, a method that greatly reduces the level of nitrogen and phosphates discharged. Nitrogen and phosphates are largely responsible for life-choking algae blooms in the Chesapeake Bay. The project has a total cost of \$26,307,400.

The "grant" is technical in the form of a negative interest rate loan. "The Clean Water State Revolving Fund loan program was set up as a loan only program," explained Hankins. "If all the regulations had to be rewritten to provide for grants, the money wouldn't get out as quickly as Congress and the Obama administration wanted. So instead, part of the loan carries a negative interest rate, which works out to be a grant. The District is still analyzing the financial impact of this negative interest loan on the overall project costs."

The West Virginia DEP SRF program received \$61 million in federal stimulus funds for sewer projects statewide. Jefferson County PSD's grant will consume approximately 12% of the state total.

For additional information, contact Jefferson County PSD General Manager Susanne Lawton at 304-725-4647.

**June 18, 2009 Minutes**

**IN RE: REQUEST FROM THE JEFFERSON COUNTY PUBLIC SERVICE DISTRICT FOR A LETTER OF SUPPORT FOR THE PUBLIC SERVICE DISTRICT'S FLOWING SPRINGS SEWER PROJECT**

Sue Lawton, Public Service District General Manager appeared before the Commission to request approval of a letter of support for the Public Service District's Flowing Springs Sewer Project. Ms. Lawton presented the Commission with copies of the proposed amendments made by Commissioner Widmyer and Mr. Kelsh, Esquire; legal counsel for the Public Service District. Ms. Lawton reported on the revisions and provided her recommendations.

Motion by Morgan, second by Surkamp to approve the letter of support for the Public Service District's Flowing Springs Sewer Project to include amendments made by Commissioner Widmyer. Motion carried.

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| <p>Commission Office Use Only</p> <p>Date on Agenda:</p> <p>Appt Time or New Business:</p> |
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**AGENDA REQUEST FORM**

Name: **Bill Polk**\_\_\_\_\_

Department or Entity: **Maintenance Department**\_\_\_\_\_

Estimation of amount of time needed for appointment: **15 Minutes**\_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: **10/07/10**\_\_\_\_\_

Date Requested – 2<sup>nd</sup> Choice: **10/14/10**\_\_\_\_\_

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

Subject:**New Business**

Please provide the County Commission with a description of your request or presentation, including any background information: **Fill the vacated Animal Control position.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Approval to start the process to fill the vacated Animal Control Position**

Attachments:

**JEFFERSON COUNTY**  
**PERSONAL REQUISITION**

**Department Name:** Animal Control **Date:** October 1, 2010 **Date Needed:** October 7, 2010

**Job Title:** Animal Control Officer **Salary:** 26,000 annually **Criminal History Check?:** XX YES NO

**Suggested Recruitment Source(s):** Local newspapers and the County's website

**Applicants Interviewed by:** Bill Polk and Denise Lambiotte **Position Reports to:** Animal Control Supervisor

**Minimum Education Required:** At least a high school diploma or equivalent and one to three (1-3) years of experience in animal care and control; or any equivalent combination of education, training and/or experience which provides the required knowledge, skills and abilities to perform the essential functions as an Animal Control Officer.

**Minimum Experience Required:** Ability to understand and enforce the County Dog Ordinances. Must possess a valid driver's license and be able to pass a criminal background check.

**Job Duties:** Listed above

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**BUDGET INFORMATION**

**Addition** NO **Replacement** XXX **Explain or for whom:** Recently vacated position

**Position Budgeted:** XX YES NO **Proposed Salary:** \$26,000.00 annually **Date of Hire:** \_\_\_\_\_

**Is Position:** Full-Time XXX Regular Part-Time \_\_\_\_\_ On-Call Occasional XXX Temporary \_\_\_\_\_

---

**APPROVALS**

Elected Official Approval \_\_\_\_\_ Date: \_\_\_\_\_

Department Head Approval \_\_\_\_\_ Date: \_\_\_\_\_

County Commission Approval \_\_\_\_\_ Date: \_\_\_\_\_


Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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| <p>Commission Office Use Only</p> <p>Date on Agenda: 10/7/10</p> <p>Appt Time or New Business: </p> |
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AGENDA REQUEST FORM

Name: Nichelle Hosby

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 2 minutes

Date Requested – 1<sup>st</sup> Choice: October 7

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

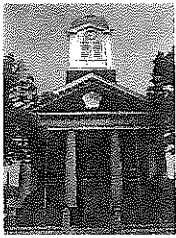
If a specific date is needed, please provide reason for specific date:

Subject: **Reappointment of G. Warren Mickey to the WV Eastern Panhandle Transportation Authority**

Please provide the County Commission with a description of your request or presentation, including any background information: **On July 8, 2010 the Commission did reappointments to this Authority; however Mr. Mickey was not mentioned as being officially reappointed.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **move to approve G. Warren Mickey to the WV Eastern Panhandle Transportation Authority.**

Attachments:



# 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](http://www.jeffersoncountywv.org)

Fax: 304/725-7916



June 10, 2010

G. Warren Mickey  
377 Roper North Fork Road  
Charles Town, WV 25414

Dear Mr. Mickey:

Please be advised that your term on the West Virginia Eastern Panhandle Transportation Authority will expire on July 1, 2010. Until the County Commission has acted to appoint someone for another Four year term expiring July 1, 2014 term, you are asked to remain serving.

The County Commission is in the process of advertising for this position as standard procedure. Please contact us in writing at your earliest convenience to let us know if you are or are not interested in being considered for another term. We will be making the appointments on Thursday, July 8, 2010 or as soon thereafter as the Commission may decide.

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

For the Commission,

Nichelle Hosby  
Administrative Assistant

June 24, 2010

I wish to remain on the WV Eastern Panhandle Transportation Board.

G. Warren Mickey

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

**AGENDA REQUEST FORM**

Name: Kirk Davis

Department or Entity: Department of Capital Planning and Management

Estimation of amount of time needed for appointment: \_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: \_\_\_\_\_

Date Requested – 2<sup>nd</sup> Choice: \_\_\_\_\_

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

Subject: **New Business**

Please provide the County Commission with a description of your request or presentation, including any background information: **Approval of Teleohone line contracts for general and 911 and have the County Commission President sign the contacts and return to Frontier Communications**

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

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

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

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

TRANSMITTAL LETTER

Project No.: Telephone Line rental Contracts Date: 28 September 2010

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

|                   |   |
|-------------------|---|
| To:               | Jefferson County Commission             |
| Mailing Address:  | P.O. Box 250                            |
|                   | 124 East Washington Street              |
| City, State, Zip: | Charles Town, WV 25414                  |
| Attention:        | Mr. Tim Boyde                           |
| Regarding:        | Telephone line Contracts- general & 911 |

The following are transmitted:

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

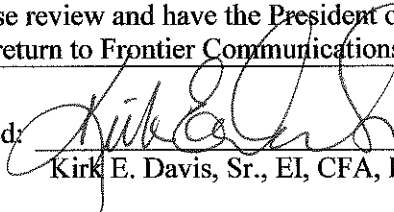
| Copies | Date                | Number | Description                             |
|--------|---------------------|--------|---|
| 1      | 28th September 2010 |        | Telephone line Contracts- general & 911 |

The above items are transmitted to you:

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

MESSAGE:

Please review and have the President of the jefferson county commission sign these corrected contracts and return to Frontier Communications. Thank you

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

**FOR FINANCE USE ONLY**

|                           |                   |
|---------------------------|-------------------|
| <b>Payable To:</b>        | <b>Amount: \$</b> |
| <b>Release Date:</b> 2010 |                   |



## DIGITAL CENTREX LINE AGREEMENT RENEWAL

This Digital Centrex Line Agreement Renewal ("Agreement") is entered into on this 23rd day of September, 2010, by and between **Citizens Telecommunications Company of West Virginia, d/b/a Frontier ("Frontier")**, with its principal place of business located at 1108 North Mildred Street, Ranson, WV 25438 ("Frontier") and **Jefferson County Commission**, with offices located at 110 East Washington Street, Charles Town, WV 25414 ("Customer"). Frontier and Customer are also referred to singularly as a "Party" or collectively as the "Parties".

1. SCOPE:

A. Frontier will provide Digital Centrex Service Lines ("Service") as defined in Frontier's Tariff filed with the West Virginia Public Service Commission (PSC No. 2) ("Tariff") at the location as set forth in the Attachment, which is attached hereto and included by reference herein.

B. The minimum revenue guarantee will be equal to the total revenue from 90% of the stations subscribed to.

C. The Customer is responsible for paying basic Line Charges during the term of this Agreement at 90% of the contracted number of Centrex Lines requested. In the event of service termination, the Customer is liable for unpaid Line Charges.

2. ADDITIONAL LINES:

Frontier agrees to install additional Service as requested by Customer at the same per line charge as set forth in the Attachment. These additional lines will be considered part of this Agreement for the purpose of time, line charge, and termination. Tariffed installation charges and other applicable rates and charges in effect at the time of future changes will apply.

3. TERM:

This Agreement will remain in effect for the term as set forth in the Attachment, effective from September 23, 2010 through September 24, 2011. Upon the expiration of this Agreement, the Service will continue on a month-to-month basis, at the month-to-month Tariffed rates, until terminated by either Party upon thirty (30) days' prior written notice to the other Party or renewed by mutual agreement of the Parties.

4. INVOICES AND PAYMENTS:

A. Customer will be responsible for and will pay Frontier the monthly rate as set forth in the Attachment to this Agreement.

B. In accordance with Frontier's Tariff, Frontier's rates and charges are billed on a monthly basis in advance for service, and in arrears for usage. All bills will be due and payable upon date of presentation of such bill in accordance with Frontier's normal billing practices.

C. Rates and Charges set forth in the Attachment do not include applicable Federal End-User Common Line Charges, State or Federal Communications Commission mandated surcharges, fees, or applicable taxes, and other applicable Tariff charges. Special construction charges may be applicable for the establishment or rearrangement of telephone service when suitable plant facilities are not available or when the construction of the necessary facilities involves excessive costs.

D. Late Payment Fees will be assessed for payments not received by Frontier in accordance with the Tariff, at the late payment fee set forth in such Tariff.

5. ACCESS:

Customer agrees to provide Frontier with free and direct access to the location, upon reasonable notice on any day or night during the term of this Agreement, for the purpose of installation and maintenance of Service.

6. TERMINATION CHARGES:

In the event that Customer terminates this Agreement for any reason, including legal action by means of a court order during the term, Customer agrees to compensate Frontier on the basis of the termination formula in Frontier's Tariff.

7. OWNERSHIP:

All Service and switching equipment installed pursuant to this Agreement will remain the property of Frontier up to the demarcation point.

8. SERVICE:

Customer understands and agrees that Frontier's provision of Service is subject to the terms and conditions of Frontier's Tariff on file. In the event of any conflict between any provision of this Agreement and any provision of Frontier's Tariff, the provisions of Frontier's Tariff will prevail.

9. NON-ASSIGNMENT:

Customer and its successors, executors or administrators will not assign all or any part of this Agreement, services, and facilities provided hereunder, or make any alterations to Frontier's lines or equipment without Frontier's written consent.

10. GOVERNING LAW:

This Agreement is governed by and construed and enforced in accordance with the laws of the State of West Virginia.

11. ENTIRE AGREEMENT:

This Agreement, any attachments hereto, and Frontier applicable Tariff contains the entire Agreement and understanding of the Parties with respect to the subject matter contained herein and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto between the Parties, including but not limited to, the "Digital Centrex Line Agreement Renewal" between the parties dated September 6, 1999. No part of this Agreement may be modified or amended without the prior written consent of both Parties hereto.

12. INDEMNIFICATION:

Frontier hereby indemnifies, protects, and holds harmless and hereby releases Customer and all of its successors, executors or administrators from and against any and all liability, losses, injuries, damages, claims, demands, suits, and fees, including reasonable attorney's fees, costs, or judgments which may arise out of any negligent act or omission of Frontier, its officers, agents or employees. Customer hereby indemnifies, protects and holds harmless and hereby releases Frontier and all of its officers, agents and employees from and against any and all liability, losses, injuries, damages, claims, demands, suits and fees, including reasonable attorney's fees, costs or judgments which may arise out of any negligent act or omission of Customer, and its successors, executors or administrators.

Frontier and Customer have caused their duly authorized representatives to execute this Agreement on their behalf.

 JEFFERSON COUNTY COMMISSION:

FRONTIER:

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

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

Typed: \_\_\_\_\_

Typed: \_\_\_\_\_

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

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

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

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

**DIGITAL CENTREX LINE AGREEMENT  
ATTACHMENT**

1. LOCATION: Jefferson County Commission  
110 East Washington Street  
Charles Town, West Virginia 25414

2. BILLING ACCOUNT NUMBER: 304-728-3240

3. SERVICE:  
Digital Centrex Lines: Requested Number: 278  
Minimum Number: 250

4. TERM: 12 months from September 23, 2010 September August 24, 2011

5. LINE CHARGES:

|                | <u>QTY</u> | <u>Monthly Rate Per Line<br/>(unless otherwise noted)</u> | <u>BILL<br/>CODE</u> | <u>TOTAL</u>                                 |
|----------------|------------|---|----------------------|--|
| Centrex Lines: | 278        | \$33.10(\$23.90line&\$9.20SLC)                            | CX12M                | \$9,201.80 monthly<br>or \$110,421.60 yearly |

Additional services, such as Centrex Feature Packages, Centrex Optional Features, Network Access Register (NAR)/Virtual Facility Group (VFG) will be billed at applicable Tariff charges as may be changed from time to time.

6. The current FCC Monthly Recurring Subscriber Line Charge is **\$9.20** per line according to FCC requirements and is subject to change based on the Tariff changes.



## DIGITAL CENTREX LINE AGREEMENT RENEWAL

This Digital Centrex Line Agreement Renewal ("Agreement") is entered into on this 23rd day of September 2010, by and between **Citizens Telecommunications Company of West Virginia, d/b/a Frontier ("Frontier")**, with its principal place of business located at 1108 North Mildred Street, Ranson, WV 25438 ("Frontier") and **Jefferson County Emergency Services**, with offices located at 28 Industrial Blvd., Kearneysville, WV 25430 ("Customer"). Frontier and Customer are also referred to singularly as a "Party" or collectively as the "Parties".

1. SCOPE:

A. Frontier will provide Digital Centrex Service Lines ("Service") as defined in Frontier's Tariff filed with the West Virginia Public Service Commission (PSC No. 2) ("Tariff") at the location as set forth in the Attachment, which is attached hereto and included by reference herein.

B. The minimum revenue guarantee will be equal to the total revenue from 90% of the stations subscribed to.

C. The Customer is responsible for paying basic Line Charges during the term of this Agreement at 90% of the contracted number of Centrex Lines requested. In the event of service termination, the Customer is liable for unpaid Line Charges.

2. ADDITIONAL LINES:

Frontier agrees to install additional Service as requested by Customer at the same per line charge as set forth in the Attachment. These additional lines will be considered part of this Agreement for the purpose of time, line charge, and termination. Tariffed installation charges and other applicable rates and charges in effect at the time of future changes will apply.

3. TERM:

This Agreement will remain in effect for the term as set forth in the Attachment, effective from September 23rd, 2010 through September 24th, 2011. Upon the expiration of this Agreement, the Service will continue on a month-to-month basis, at the month-to-month Tariffed rates, until terminated by either Party upon thirty (30) days' prior written notice to the other Party or renewed by mutual agreement of the Parties.

4. INVOICES AND PAYMENTS:

A. Customer will be responsible for and will pay Frontier the monthly rate as set forth in the Attachment to this Agreement.

B. In accordance with Frontier's Tariff, Frontier's rates and charges are billed on a monthly basis in advance for service, and in arrears for usage. All bills will be due and payable upon date of presentation of such bill in accordance with Frontier's normal billing practices.

C. Rates and Charges set forth in the Attachment do not include applicable Federal End-User Common Line Charges, State or Federal Communications Commission mandated surcharges, fees, or applicable taxes, and other applicable Tariff charges. Special construction charges may be applicable for the establishment or rearrangement of telephone service when suitable plant facilities are not available or when the construction of the necessary facilities involves excessive costs.

D. Late Payment Fees will be assessed for payments not received by Frontier in accordance with the Tariff, at the late payment fee set forth in such Tariff.

5. ACCESS:

Customer agrees to provide Frontier with free and direct access to the location, upon reasonable notice on any day or night during the term of this Agreement, for the purpose of installation and maintenance of Service.

6. TERMINATION CHARGES:

In the event that Customer terminates this Agreement for any reason, including legal action by means of a court order during the term, Customer agrees to compensate Frontier on the basis of the termination formula in Frontier's Tariff.

7. OWNERSHIP:

All Service and switching equipment installed pursuant to this Agreement will remain the property of Frontier up to the demarcation point.

8. SERVICE:

Customer understands and agrees that Frontier's provision of Service is subject to the terms and conditions of Frontier's Tariff on file. In the event of any conflict between any provision of this Agreement and any provision of Frontier's Tariff, the provisions of Frontier's Tariff will prevail.

9. NON-ASSIGNMENT:

Customer and its successors, executors or administrators will not assign all or any part of this Agreement, services, and facilities provided hereunder, or make any alterations to Frontier's lines or equipment without Frontier's written consent.

10. GOVERNING LAW:

This Agreement is governed by and construed and enforced in accordance with the laws of the State of West Virginia.

11. ENTIRE AGREEMENT:

This Agreement, any attachments hereto, and Frontier applicable Tariff contains the entire Agreement and understanding of the Parties with respect to the subject matter contained herein and supersedes any prior or contemporaneous written or oral agreements or understandings with respect thereto between the Parties, including but not limited to, the "Digital Centrex Line Agreement Renewal" between the parties dated September 6, 1999. No part of this Agreement may be modified or amended without the prior written consent of both Parties hereto.

12. INDEMNIFICATION:

Frontier hereby indemnifies, protects, and holds harmless and hereby releases Customer and all of its successors, executors or administrators from and against any and all liability, losses, injuries, damages, claims, demands, suits, and fees, including reasonable attorney's fees, costs, or judgments which may arise out of any negligent act or omission of Frontier, its officers, agents or employees. Customer hereby indemnifies, protects and holds harmless and hereby releases Frontier and all of its officers, agents and employees from and against any and all liability, losses, injuries, damages, claims, demands, suits and fees, including reasonable attorney's fees, costs or judgments which may arise out of any negligent act or omission of Customer, and its successors, executors or administrators.

Frontier and Customer have caused their duly authorized representatives to execute this Agreement on their behalf.

JEFFERSON COUNTY EMERGENCY SERVICES :

FRONTIER:

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

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

Typed: \_\_\_\_\_

Typed: \_\_\_\_\_

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

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

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

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

**DIGITAL CENTREX LINE AGREEMENT  
ATTACHMENT**

1. LOCATION: Jefferson County Emergency Services  
28 Industrial Blvd.  
Kearneysville, West Virginia 25420

2. BILLING ACCOUNT NUMBER: 304-725-8484

3. SERVICE:  
Digital Centrex Lines: Requested Number: 24  
Minimum Number: 21

4. TERM: 12 months from September 23rd, 2010 through September 24th, 2011

5. LINE CHARGES:

|                | <u>QTY</u> | <u>Monthly Rate Per Line<br/>(unless otherwise noted)</u> | <u>BILL<br/>CODE</u> | <u>TOTAL</u>     |
|----------------|------------|---|----------------------|------------------|
| Centrex Lines: | 24         | \$33.10(\$23.90line&9.20SLC)                              | CX12M                | \$794.40 monthly |

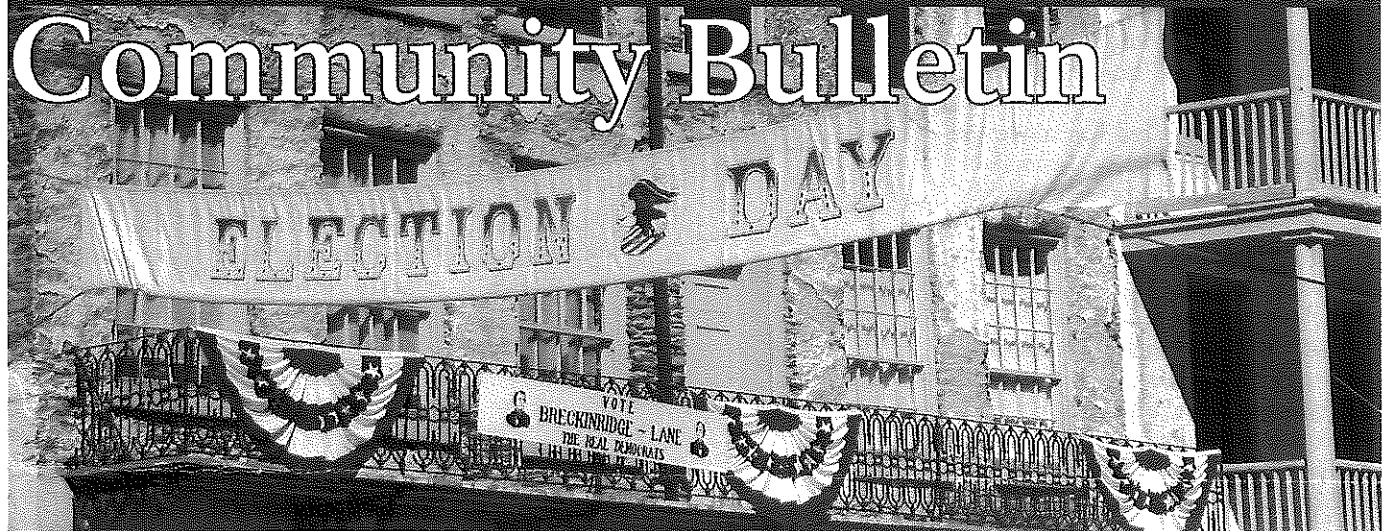
or \$9,532.80 yearly

Additional services, such as Centrex Feature Packages, Centrex Optional Features, Network Access Register (NAR)/Virtual Facility Group (VFG) will be billed at applicable Tariff charges as may be changed from time to time.

6. The current FCC Monthly Recurring Subscriber Line Charge is **\$9.20** per line according to FCC requirements and is subject to change based on the Tariff changes.



# Community Bulletin



## Harpers Ferry Celebrates Election Day 1860

On Saturday, October 9, 2010, Harpers Ferry NHP invites the public to attend Election Day 1860. Stroll through the community, see a militia competition, review the issues dividing the country, enjoy a military parade, and vote for the 1860 candidate of your choice. In 1859, all eyes focused on Harpers Ferry and John Brown's raid to free 4 million enslaved African Americans. Brown's raid polarized slavery and anti-slavery factions, including national political parties influencing the 1860 Presidential election. This living history program will share diverse points of view with park visitors.

On November 6, 1860, the American electorate cast their ballots for the next President of the United States. This momentous political contest resulted in the election of Abraham Lincoln and provoked secession of southern states. Civil War soon followed.

This year's event depicts the town on that 1860 Election Day. The Republican candidate, Abraham Lincoln, was not on the ballot in the state of Virginia. Politically, the south was Democratic and hatred for the so-called "Black Republican" was intense. The most influential local politician was Armory Superintendent Alfred M

Barbour. Barbour was the local elector for the Northern Democrat, Stephen A. Douglas, and held great sway over his Armory workforce and their vote for President.

Candidates' political platforms will be interpreted at the Orientation Tent on the park green. Displays will illustrate the social, economic, cultural and political divisions that permeated the national scene in the 1860s.

### Schedule of Events

11-12 "A Divided Nation Goes to the Polls: The Election of 1860 and John Brown's Legacy" Ranger guided tour. (Local Reaction Tent)

11:30-12 "The Four Pigs: A Political Fairy Tale" A children's program. (Northern Reaction Tent)

12-1 "Defenders of Freedom" Grand Militia Muster, Parade & Speeches begin on Potomac Street.

1:00 Polls and Campaign Headquarters open.

1-3pm, "Grand Civic Militia Barbeque" How auctions and picnics supported local militia companies in

reaction to John Brown's 1859 Raid. (Master Armorer's House yard.)

1-2 "A Crusade For Freedom: The Northern Perspective" A musical performance by the Indiana Brass Band. (Northern Reaction Tent)

2-3 "A Divided Nation Goes to the Polls: The Election of 1860 & John Brown's Legacy" Ranger guided tour. (Local Reaction Tent)

3-4 Election Day Speeches and Debates in front of the John Brown Museum.

3:30-4 "The Four Pigs: A Political Fairytale" A children's program (Northern Reaction Tent)

4-4:30 "Defenders of Hearth and Home" - State and local militia competition. (Arsenal Square)

4:30 Polls and Campaign Headquarters Close

4:30 "Grand Militia Muster and Parade" (Arsenal Square)

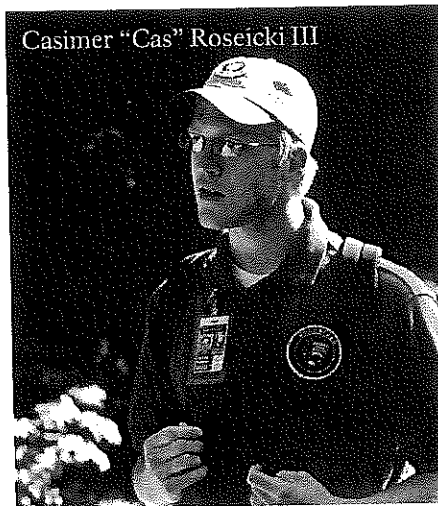
5:00 -5:30 "The People Have Spoken" Election Results (In front of the John Brown Museum)

## September Volunteer of the Month

Harpers Ferry National Historical Park would like to recognize the volunteer contributions of Visitor Services Intern, Casimer "Cas" Roseicki III.

His knowledge of Civil War history, re-enacting, communication, his major at Purdue University, made him uniquely qualified for this intern position. Moreover, his dedication to environmental stewardship, especially, recycling, generated daily contributions to park operations. Repeatedly amazed by Cas' passion for suggesting new ways of doing business, Visitor Services colleagues presented Cas with an award for having the most new ideas in a summer season.

Through his own interest and initiative, Cas became the branch volunteer systems engineer and waste management coordinator. He immediately noticed many places where the park could do more to further recycling and reduce the park's carbon and waste footprints. Above and beyond



his full load of Visitor Services duties—battlefield tours, roving and staffing the Visitor Center, Information Center and John Brown Museum—Cas volunteered to design new trash and recycling plans for park offices in addition to cleaning up the river shorelines. Furthermore, Cas researched greener and more environmentally savvy recycling practices by visiting other area National Parks. At Harpers Ferry, he engaged in conversation with various park staff about their own recycling practices and the potential of instituting new operational ideas. Before he left, Cas put his findings and suggestions together in the form of a fact sheet and PowerPoint presentation, "Harpers Ferry National Historical Park Recycling Project" for park managers.

Hopefully, Cas' hard work will pay off in the long run as the park takes action to become one of the newest members of the Climate Friendly Park Program. In fact, Cas would want to make sure of it, so if this bulletin is printed on hard copy, be sure the paper is recycled - not only for our environment, but for Cas too!

If you or someone you know is interested in interning at Harpers Ferry NHP, please visit us on the web at: [www.nps.gov/hafe/supportyourpark/internships.htm](http://www.nps.gov/hafe/supportyourpark/internships.htm)

## Upcoming Events

October 2 - Mr. Lincoln Returns to Harpers Ferry 1pm & 3pm Lower Town  
Our 16th president comes to life as Jim Getty portrays Abraham Lincoln.


October 9 - Election Day 1860!  
11am - 4pm Lower Town  
Attend our living history fall event "Election Day 1860." Look back 150 years to November 6, 1860, when the American electorate cast their ballots for the next president of the United States. Cast your vote!

October 16 - At All Times Ready: The U. S. Marines 11am - 4pm Lower Town  
Learn how the U.S. Marines reacted to abolitionist John Brown's October 1859 raid on the U.S. Armory.

October 30-31 - Under Fire: The Battle of Harpers Ferry 1862  
11am - 4pm Bolivar Heights Battlefield  
Learn about the Battle of Harpers Ferry and see an artillery demonstration. Baltimore Light Artillery presents a military camp. Programs are at 12 noon, 2pm & 3pm.

November 6-7 - Fall Cider Making  
11am - 4pm Lower Town  
Enjoy this fall tradition that harks back to happier times for German immigrant Frederick Roeder and his family when the tavern business was thriving.

December 4-5 - Captain Flagg's US Quarter Master City: Approach of Peace 1864 Sat. 12-8pm Sun. 11am-4pm Lower Town  
Join this special Yuletide of 1864, when Harpers Ferry soldiers attempted to create Christmas in a war zone. Programs feature local citizens and soldiers preparing for the Yuletide, a Civil War-style Santa Claus dispersing presents to the soldiers, a Victorian Cotillion, Yuletide confections, and special guided walking tours.



National Park Service  
U.S. Department of the Interior

The history of Harpers Ferry has few parallels in the American drama. It is more than one event, one date, or one individual. It is multi-layered, involving a diverse number of people and events, decisions and actions that influenced the course of our nation's history. Visit Harpers Ferry and step into history.

Harpers Ferry National Historical Park  
P.O. Box 65  
Harpers Ferry, West Virginia 25425

Visitor Center  
304-535-6029

Harpers Ferry Historical Association Bookshop  
304-535-6881

Harpers Ferry NHP Home Page  
[www.nps.gov/hafe/](http://www.nps.gov/hafe/)

The National Park Service cares for the special places saved by the American people so that all may experience our heritage.

**Sandy McDonald**

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**From:** "Toni Milbourne" <toni@spiritofjefferson.com>  
**To:** "Lyn Widmyer" <lynwidmyer@gmail.com>; "Dale Manuel" <dmanuel@frontiernet.net>; "Frances Morgan" <fmorgan@jeffersoncountywv.org>; "Jim Surkamp" <surkamp@frontiernet.net>; "Patsy Noland" <pnoland@jeffersoncountywv.org>; "Sandy McDonald" <sandy@jeffersoncountywv.org>  
**Cc:** "Pete Kelley" <wvkelley@frontiernet.net>; "Todd Wilt" <tnthauling@frontiernet.net>; <dpittinger@jcesa.org>; "Jody Slagle" <jlslagle@hotmail.com>  
**Sent:** Friday, September 24, 2010 9:33 AM  
**Subject:** JCESA Resignation

Dear Commissioners:

It is with regret at this time that I am submitting my letter of resignation, effective immediately, from the Jefferson County Emergency Services Agency Board.

While I appreciate the confidence you bestowed in me when you made the appointment, I told you then that if I felt that I could, at any time, not give my fullest to the board I would step down. That time has come and rather than deny someone who can give 100% to the efforts needed in that arena, I admit that I cannot give that at this time.

With added professional responsibilities, I feel that I must limit my volunteer involvement at some level. I feel that my position on the Jefferson County Parks & Recreation Board is more vital at this time and, quite frankly, it is much nearer and dearer to my heart. With all of the changes and anticipated changes to come in that area, I would much rather commit my time to that area of interest.

I will forward this letter to the members of the JCESA as well.

Again, I appreciate your confidence in my ability to give back to my community by selecting me to be a representative on the board. I am confident that a willing individual will step in and work to complete tasks set before the ESA board.

Sincerely,

Toni Milbourne

# VALLEY VIEWS

Potomac  
Valley  
Audubon  
Society

Volume 29, Issue 2

October 2010

## Don't Miss Our "Green Home" Tour and Wine Tasting

PVAS will hold a "Green Home" tour and wine tasting on Saturday, November 13.

The event will be held from 1:00-4:00 p.m. at a brand-new "green" home on Engle Mollers Road south of Shepherdstown – reputed to be perhaps the "greenest" home in Jefferson County.

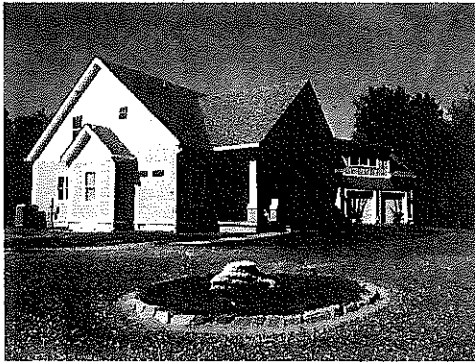
In addition to tours of the home, the event will include a wine tasting featuring wines to complement upcoming holiday meals, courtesy of Grapes and Grains Gourmet of Shepherdstown. Non-alcoholic beverages and delicious light foods will be available as well.

Dress will be casual.

All proceeds will be used to support PVAS's educational programs for local children.

The home that is the centerpiece of the event belongs to Tari and Keith Janssen. It is sited on a 32-acre, largely wooded property that is enrolled in a managed forestry program.

Just completed in June, the home uniquely combines cutting-edge green building techniques and technology with traditional, Craftsman-home styling.



It utilizes Structural Insulated Panel construction and is clad with recycled fiber-cement siding. Its green energy features include passive solar siting; solar hot water which provides domestic hot water and radiant floor heat; high efficiency windows; solar panels; a special computer program that continually monitors solar-energy generation; a central, wood-burning masonry stove; and high-efficiency heat pump.

The home's floors are made from cherry, walnut and ash wood

See *Green Home Tour*, Page 2

## Georgia Jeppesen Named PVAS Vice President

At its September 2 meeting, the PVAS Board of Directors voted unanimously to appoint Georgia Jeppesen, of Martinsburg, as PVAS's new Vice President.

She succeeds Nancy Kirschbaum, who stepped down in June because she had reached the term limit for service on the PVAS Board.

Georgia has been a member of PVAS since moving to West Virginia in the late 1990s and a member of the Board since July 2006. Previously, she served on PVAS's Yankauer Advisory Committee for five years.

She is employed by the U.S. Fish and Wildlife Service National Conservation Training Center as an Education Specialist in the Division of Education Outreach.

She has worked in the environmental education field for over 20-years including a conservation nonprofit, state education and natural resources agencies, and as an independent contractor.

She holds a bachelor's degree from the University of Utah in the biological sciences and a master's from Florida State University in Science Education/Curriculum and Instruction.

### Birdseed Sale November 6 Delivery

Order forms for the annual PVAS birdseed sale are enclosed with this issue of Valley Views. Forms may also be found on the PVAS Website at [www.potomacaudubon.org](http://www.potomacaudubon.org).

As in the past, proceeds will go to fund our educational programs.

In addition to your generous support of birdseed orders, volunteers are needed for November 6 delivery from 10 a.m. until noon in Ranson, Berkeley Springs, and Williamsport. To volunteer please contact Diana Mullis at 304-267-3482 or [dianamullis@aol.com](mailto:dianamullis@aol.com). Diana is also the person to contact regarding any birdseed questions.

**Don't forget - Birdseed Orders** are due October 15.

Potomac Valley Audubon Society is people dedicated to preserving, restoring, and enjoying the natural world through education and action.

# President's Perch



Hello everyone:

This October, our Potomac Valley Master Naturalist Program will be wrapping up its fourth year of instruction.

Planning has already begun for next year's classes, and the application for enrollment in them will be posted shortly on the PVAS website.

Master naturalist programs are a relatively new idea.

Patterned after the long-standing Master Gardner Program, they combine education with public service.

First, those who enroll receive classroom and field training in the fundamentals of natural history, nature interpretation and teaching.

Those who complete this training are then certified to assist state and local governments, schools, and nongovernmental organizations with research, outdoor recreation development, and environmental education and protection.

The state of West Virginia—which is sadly last in so many things—deserves credit for being one of the first states to establish a master naturalist program of its own, in 2003.

Working with the West Virginia Division of Natural Resources, we established our program as a chapter of the state program three years later, in 2006.

Since that time, our program has been an unqualified success. Our classes have been full—or nearly so—every year, and those who've completed the program have been making substantive contributions to the community by serving in various ways.

Significantly, the Potomac Valley Master Naturalist Program has been an all-volunteer effort from the very beginning.

PVAS Board member Clark Dixon urged us to initiate the program, and he and local naturalist Cheryl Jennings put in many long hours to get it up and running.

The program continues to be coordinated by a volunteer steering committee, with volunteer leaders. (Next year, Krystal Kennedy and Nancy Little will be co-directors.)

We're delighted to be able to sponsor this wonderful program, and special thanks are due to Clark and Cheryl for their early leadership. Thanks, too, to the West Virginia Division of Natural Resources for its ongoing help and support.

—Peter Smith

## Race for the Birds - Save the Date!

PVAS' 10<sup>th</sup> Annual "This Race is for the Birds!" will be held April 9, 2010, at the National Conservation Training Center. On-line registration will open on Thanksgiving 2010 at [www.RacefortheBirds.org](http://www.RacefortheBirds.org). The event will likely be similar to last year, including a 5-mile and 10-mile run, a shorter community walk/run and a one-mile "Fun Run" for kids. Mark your calendars now so you can join this fun family event!

*Green Home Tour* (continued from page 1)

harvested from the property. The kitchen includes green cabinetry, counters and tile.

There is a rainwater-catchment system with a 1,500-gallon tank.

Tickets to the reception are required, and space will be limited.

Basic tickets are \$45 per person. Those who pay \$150 for two people will be recognized as Donors, those who pay \$200 for two will be recognized as Patrons, and those who pay \$250 or more for two will be recognized as Supporters.

All ticket costs will be fully tax-deductible.

If you would like to attend, please contact Alice Barkus at 304-876-8520 or e-mail [abarkus@frontiernet.net](mailto:abarkus@frontiernet.net) and provide your name, address, and phone number.

## Final Fall 2010 Master Naturalist Workshop Set for November

PVAS is offering one final Master Naturalist Workshop during the November 6-7 weekend. The workshops, which provide expert instruction on specific natural history topics, count as elective courses for individuals enrolled in the Potomac Valley Master Naturalist Program.

However, the workshops are also open on a space-available basis to anyone who is interested. Enrollment for each workshop will be limited to 20 persons. Application forms and further information are available on the PVAS website.

The specific dates and topics of the two September workshops are as follows:

**Saturday and Sunday, November 6-7: Leave No Trace Program Trainer Course.** This special two-day course will be held at the 350-acre For the Love of Children Outdoor Education Center in Jefferson County, off Mission Road past Shannondale. It will start at 4:00 p.m. on the 6<sup>th</sup>, include an overnight stay that evening, and end at 3:00 p.m. on the 7<sup>th</sup>.

The Leave No Trace (LNT) program emphasizes skills and techniques essential to LNT minimum impact outdoor ethics and education. Students who complete this trainer course will become qualified LNT Trainers.

Topics covered will include the role and function of an LNT Trainer; the principles and ethics of LNT; teaching skills and techniques and student learning LNT program; the role and function of the non-profit organization LNT, Inc. Each participant will understand, demonstrate, and be able to teach minimum impact techniques for friends, family, sponsoring organization and other community groups and lead a discussion on outdoor ethics and help others explore their own personal outdoor ethic.

More information and a detailed schedule with a list of items to bring will be provided upon registration. The fee for the course is \$35 for all participants. For more information, contact Clark Dixon at [dixonconsultants@aol.com](mailto:dixonconsultants@aol.com).



## Fall School Programs

If school is in session, PVAS school programs are, too! This fall, several classes have already scheduled a visit to Yankauer Preserve, but other classes are participating in a pilot program to offer similar programs in the classroom.

At Yankauer, classes are scheduled every week in October and volunteers are needed! Volunteers assist with providing hikes and other activities for the students. All programs are already developed and supplies are provided, so preparation time is a minimum. If you have not thought about volunteering before, there's no better time than this fall! Training is provided.

These 2<sup>nd</sup> and 3<sup>rd</sup> grade programs are being piloted in a few schools in Berkeley County to determine the effectiveness of in-class nature programming. Students are being given a pre- and post-assessment and teachers are being asked to provide feedback on the program. Using the evaluation from both teachers and students, PVAS will be able to tweak the programs and make them even more effective. All programs are tightly tied to WV Standards of Learning, but we depend on educators to help us focus on their priorities.

Watershed programs have already begun in 4 schools this fall. Some of the schools have chosen the "traditional" 10-hour program, but two schools, Tomahawk Intermediate and St. Joseph's in Berkeley County have opted for a year-long program that begins this fall and continues through April 2011. Other schools will participate in the watershed program after the first of the year.

## Wee Naturalists Program Continues Through December

Here's a reminder that we're offering "Wee Naturalists" program sessions at our Yankauer Nature Preserve through December.

The program is aimed at pre-school children ages 3-5. It is designed to provide regular opportunities for small children and loving adults to explore nature together safely under the guidance of an experienced PVAS instructor. Children must be accompanied by a parent, grandparent or other adult relative, or a guardian.

The program sessions are offered the third Wednesday and Thursday of each month. Each session will last from 9:30 a.m. to 11:00 a.m., and each month's sessions will explore a different nature theme.

October's sessions will be focused on signs of fall, November's sessions will be about finding beauty in nature, and the December theme will be "Snowflakes and Snowbirds."

To ensure that everyone receives close, personal attention, enrollment will be limited and pre-registration is required.

Families may register for one, several, or all of the monthly sessions. The fee will be \$8 per child/adult team per session for one or two sessions, and \$7 per session for three or more sessions.

The program is led by Suzi Taylor, of Sharpsburg MD, a veteran PVAS camp director who has a degree in environmental education.

For more information or to register, contact Suzi at 301-432-1908 or [tomandsuzi506@cs.com](mailto:tomandsuzi506@cs.com). Information and registration forms

are also available on the PVAS website at [www.potomacaudubon.org](http://www.potomacaudubon.org).

The program was initiated last year with support from the Eastern West Virginia Community Foundation's Two Rivers Giving Circle.

## "Growing Native" Events Are Good Family Fun

PVAS is once again partnering with the Potomac Conservancy to hold a "Growing Native" seed-collection event at our Yankauer Nature Preserve in Berkeley County on October 9.

The event will be held from 10:00 a.m. to 12 noon that day, rain or shine.

Everyone is welcome to participate. A state forester will be on hand to aid with seed identification, and seed-collection bags will be provided.

These events are very popular with children and make good family outings.

The Conservancy's Growing Native program is aimed at improving water quality in the Potomac River. It recruits volunteers to collect seeds of native hardwoods and shrubs and delivers the seeds to state nurseries where they are nurtured into small seedlings. The seedlings are then planted along streams and rivers in the Potomac watershed to help restore forests that filter pollution and run-off.

Since the program's inception in 2001, more than 50,000 volunteers have collected over 150,000 pounds of seeds.

Pre-registration for the October 9 event is suggested but not required; people can register on site that morning if they wish. To pre-register or get more information, contact Deanna Tricarico, the Conservancy's Outreach Coordinator, at [tricarico@potomac.org](mailto:tricarico@potomac.org) or 301-608-1188, extension 204.

For those who cannot attend the October 9 event but would like to help, the Conservancy will be installing seed-collection kiosks at the Yankauer Preserve, the Farmers Market in Inwood, and a yet-to-be determined location in Berkeley Springs. Families and individuals can gather seeds on their own at their own pace and drop them off at any of these locations anytime through October 31. Full instructions on procedures for gathering and dropping off seeds can be found on the Growing Native website at [www.growingnative.org](http://www.growingnative.org).

## Music in the Cedars

This season's concerts have come to a close, and we'd like to thank all of the performers for sharing their music with PVAS and the surrounding community. The performances were well-received by enthusiastic audiences which ranged up to 50 people! We sincerely thank Daryl Bryarly, Steve Cifala, Todd Coyle, The Dilletantes, Bob Keel and Jodi Jones, Chelsea McBee, Andrew McKnight, The Outpatients, and The Rolling Coyotes.



*Daryl Bryarly at the hammered dulcimer*

## Student Conservation Association Lends a Hand at Yankauer

On September 7 eight volunteers from the Student Conservation Association came to the preserve to battle the invasive ailanthus trees along the future accessible Cedar Trail. One of the two crews was led by Kara Conner, a past PVAS intern who researched Ailanthus eradication at the preserve as her Senior Research Project at Shepherd. SCA encourages the crews to do one day of volunteer service during their summer contract, and Kara chose to return to Yankauer to put into practice what she learned from her internship research, as well as through her invasive removal training at SCA.

The crew worked with two chain saws, Garlon 3A, and several handsaws to either remove or poison the problematic tree. While this is only a small dent in the overall ailanthus population at Yankauer, by spring we should see some welcome damage to most, if not all, the ailanthus trees along the Cedar Loop.

## Day of Caring Improves Yankauer Preserve

On September 14 over 90 volunteers descended upon the preserve to give the site its annual facelift. Volunteer Tim Murphy coordinated the day's efforts after weeks of planning. (Thank you, Tim!)

Mulch for several of the projects was generously donated by Cam Tabb. Volunteers were representatives from City Hospital, ITW Sexton, Jr. Air Force ROTC, Master Gardeners, Master Naturalists, National Conservation Training Center, OPM/Eastern Management Development Center, PVAS, and Susquehanna Bank.

The group's accomplishments included mulching the path around the butterfly garden, mulching the area around the



*Jr. Air Force ROTC students help mulch the steep sections of trail at Yankauer*



*Volunteer Laurie Robinson hauls old pressure treated lumber out of the woods on this year's Day of Caring*

pavilion, clearing the area around the preserve entrance in preparation for landscaping, trimming around the parking lot, pulling stilt grass, trimming trails, waxing the interpretive signs, mulching the steepest sections of trail, and several other projects. Perhaps the biggest project was preparing the Cedar Loop (read "busting rocks, digging out roots, hauling concrete chunks and stone) for the accessibility work scheduled for the end of the month.

As always, the hard workers were rewarded with a delicious lunch provided by PVAS volunteers Alice Barkus, Diana Mullis, and Jane Vanderhook which was sincerely appreciated

by all. Special thanks also goes to Wanda Miller for loaning the crew some of her large cookers to keep the food warm.

Many of the volunteers participated in a celebratory dinner at the Clarion Hotel at the end of the workday. Several even made it back to the preserve for the 6:30 pm concert to relax and enjoy the results of their hard work.

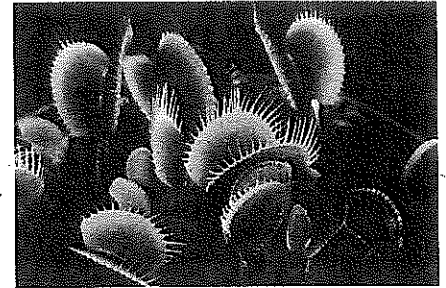
A heart-felt thank you to all who made the day a huge success!

## Don't Forget October 3 Carnivorous Plant Nursery Trip

There's still time to join our October 3 tour of the Botanique Carnivorous Plant Nursery in the Blue Ridge mountains north of Charlottesville, Virginia.

The tour will be free and anyone with an interest is welcome to participate.

Founded in 1982, the Botanique nursery is an internationally recognized facility that specializes in carnivorous plants, such as the Venus' Fly Trap, Pitcher Plants, Sundews and more.



Pitcher Plants are the nursery's main focus, and it is said to contain the greatest variety of such plants in the U.S.

The nursery is focused on research and education as well as commercial sales, and it views part of its mission as helping to preserve relic plant populations and to increase public support for wildlife preservation efforts generally.

The nursery can only be visited by appointment, so this is a good opportunity to see it.

Plants will be available for purchase.

Participants should plan to meet at 3:30 p.m. at the nursery, which is located at 387 Pitcher Plant Lane, Stanardsville. Directions can be found on [www.mapquest.com](http://www.mapquest.com) but not on Google maps. The trip should take about 2 1/2 hours from the Charles Town area.

For more info about the nursery go to [www.pitcherplant.com](http://www.pitcherplant.com).

For info about the trip, contact Kelly Heldreth at [kheldreth@hotmail.com](mailto:kheldreth@hotmail.com)

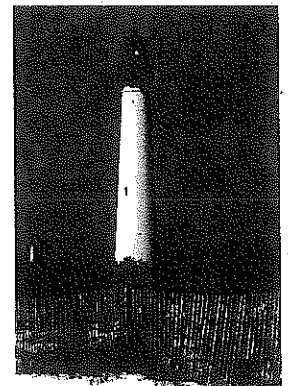
## Cape May Trip Set for October 7-10

PVAS is sponsoring a hawk-watching trip to Cape May, New Jersey, the weekend of October 7-10.

This is a beautiful time to visit the shore and it should be a good opportunity to see large numbers of migrating accipiters and falcons, as well as buteos.

The trip will use the resources of the New Jersey Audubon Society and the Cape May Bird Observatory, which offer morning and afternoon bird walks and a special hawk-watching platform where one can comfortably watch the migration. Naturalists from the Observatory will be present to help identify incoming hawks.

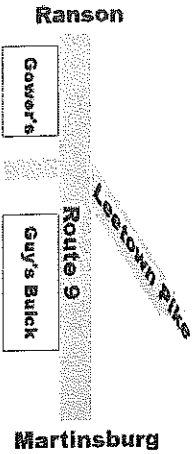
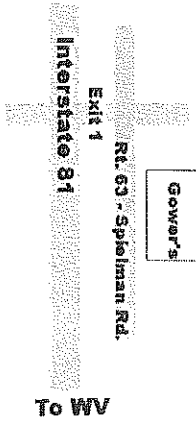
Anyone with an interest is welcome to come along and there will be no fee.



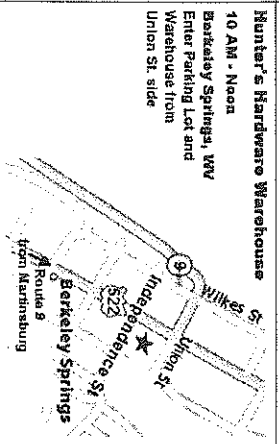
# PICK-UP LOCATIONS, TIMES, DIRECTIONS FOR NOVEMBER 6

Gower's Feed, 10 AM - Noon  
Williamsport, MD (301) 562-2818

Gower's Feed, 10 AM - Noon  
Ranson, WV (304) 728-7777



The Berkeley Springs pick-up point is now at the Hunter's Hardware Warehouse which adjoins the parking lot on Union Street.



## CUSTOMER REMINDER

Item \_\_\_\_\_ Pick-up + Store = Total \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Questions???  
Call Diana Mullis  
(304) 267-3482  
dianamullis@aol.com

- I will get my Pick-up items on Saturday, Nov. 6 at:
- GOWER'S FEED, Williamsport, MD 10AM - 12Noon
  - GOWER'S FEED, Ranson, WV 10AM - 12Noon
  - HUNTER'S HARDWARE, Berkeley Springs 10AM - 12Noon
- I will get my stored items at:
- GOWER'S FEED, Williamsport, MD
  - GOWER'S FEED, Ranson, WV

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_  
State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_

ORDER FORM  
DUE  
OCTOBER 15  
2010

| Description                | Unit Price | Pickup this many | Store this many | Pickup + Stored | Total Price |
|----------------------------|------------|------------------|-----------------|-----------------|-------------|
| 50 lb. Black Oil Sunflower | \$16.50    |                  |                 |                 |             |
| 25 lb. Black Oil Sunflower | \$10.00    |                  |                 |                 |             |
| 50 lb. Striped Sunflower   | \$20.00    |                  |                 |                 |             |
| 50 lb. Sunflower Chips     | \$39.00    |                  |                 |                 |             |
| 20 lb. Woodpeckers' Wish   | \$22.50    |                  |                 |                 |             |
| 40 lb. Bird Laver's Blend  | \$17.00    |                  |                 |                 |             |
| 25 lb. Bird Laver's Blend  | \$11.00    |                  |                 |                 |             |
| 40 lb. Aspen Song Premium  | \$30.00    |                  |                 |                 |             |
| 40 lb. Premium Picnic      | \$21.00    |                  |                 |                 |             |
| 20 lb. Finch's Feast       | \$18.00    |                  |                 |                 |             |
| 50 lb. Nyjer Seed          | \$34.00    |                  |                 |                 |             |
| 10 lb. Nyjer Seed          | \$8.50     |                  |                 |                 |             |
| 8 lb. Safflower Seed       | \$8.50     |                  |                 |                 |             |
| 1.75 lb. Suet Bell         | \$3.75     |                  |                 |                 |             |
| 4 Hi-Energy Suet Cakes     | \$4.25     |                  |                 |                 |             |
| 12 Hi-Energy Suet Cakes    | \$11.50    |                  |                 |                 |             |
| PVAS Intro. Membership     | \$20.00    |                  |                 |                 |             |
| <b>Total Due</b>           |            |                  |                 |                 |             |

I will pick up my order at (check one):

- GOWER'S FEED, Williamsport, MD
- GOWER'S FEED, Ranson, WV
- HUNTER'S HARDWARE, Berkeley Springs, WV

Store seed at (check one):

- Williamsport, MD
- Ranson, WV

Note: 40 pound bag minimum

Make checks payable to: PVAS Mail to: PVAS c/o Ostrowski  
164 Flicker Lane  
Kearneysville, WV 25430

Dear Members and Friends,

This is our 29<sup>th</sup> Annual Birdseed Sale! Once again we are offering: 1) the freshest possible seed (this year's crop) at reasonable prices, 2) free seed storage at Gower's, and 3) no state tax on your purchases. The proceeds from this sale are used to support the educational programs of the Potomac Valley Audubon Society.

Orders must be received by **October 15**. Pick-up-Day is Saturday, November 6. Remember to mark your choice of pick-up and/or free storage locations. Keep the "Customer Reminder" slip for your records.

*Thank you for your support!  
Your Bird Seed Sale Crew*

**Black-Oil Sunflower Seed**

A favorite for all seed-eating birds. The best all-around food. Cardinals, chickadees, grosbeaks, nuthatches, finches, titmice. More energy than striped..  
*Fifty Pounds \$16.50                      Twenty-five Pounds \$10.00*

**Gray Stripe Sunflower Seed**

Attractive to cardinals, nuthatches, titmice, chickadees and many other seed-eaters, but not finches. Worth a try if you have too many finches.  
*Fifty Pounds \$20.00*

**Sunflower Chips**

Heart pieces with no shell. Premium seed loved by all songbirds.  
*Fifty Pounds \$39.00*

**Woodpeckers' Wish™**

Contains Tree Nut Pieces, Peanuts, Yellow Corn, Dehydrated Cherries, Raisins and Pepitas.  
*Twenty Pounds \$22.50*

**Bird Lover's Blend**

Economical blend for a wide range of birds in all seasons. Black-oil, white millet, milo, some grains (oats or wheat). No corn.  
*Forty Pounds \$17.00                      Twenty-five Pounds \$11.00*

**Aspen Song™ Premium Blend (this replaces Sanctuary Mix)**

Excellent general purpose mix contains 40% sunflowers and over 10% nuts including: black stripe sunflower, black oil sunflower, white proso millet, cracked corn, peanuts, tree nuts (may include pistachios, almonds, cashews, pecans), safflower, canola, small yellow millet, canary seed, nyjer seed, and dehydrated cherries.  
*Forty Pounds \$30.00*

**Premium Picnic**

The ultimate premium blend. The formula says it is all: black-oil, sunflower chips, safflower, split peanuts, white and red millet  
*Forty Pounds \$21.00*

**Finch's Feast**

A treat for the colorful finches we prize. Thistle, white millet and tiny sunflower seed chips. Finches, redpolls, pine siskins.  
*Twenty Pounds \$18.00*

**Nyjer Seed**

Small seed popular with finches, Pine Siskins, Redpolls. Use in thistle feeder or combine with sunflower for an economical mix.  
*Fifty Pounds \$34.00                      Ten Pounds \$8.50*

**Safflower**

Cardinals, doves and sparrows love it. Jays and squirrels don't!  
*Eight Pounds \$8.50*

**Suet Bell**

A large suet mixture molded into a bell shape, in a self-hang mesh bag. A great holiday gift!  
*One 1.75 lb. Suet Bell \$3.75*

**Hi Energy Suet Cakes**

Suet seed cakes consist of suet and a variety of wholesome seeds, in a standard 1 1/4 oz. cake that fits most suet feeders. Attract a wide variety of birds.  
*Case of twelve cakes \$11.50                      Four cakes \$4.25*

**FREE STORAGE OPTION**

For larger items (40 lb. Bags or heavier), you can have your year-round bird seed purchases benefit PVAS even if your storage space is limited. Gower's offers free storage at Ranson or Williamsport.

To take advantage of this program just split the quantity of each item ordered between the "Will Pick Up" and "Send to Storage" columns on the order form, and mark your preferred storage location in the box just below those columns. Items under 40 lbs. can't be stored.

You can pick up your seed from storage after November 6 through June 30, 2011. Simply give them your name at Gower's and they'll have a record of what you've ordered and how much is left to be picked up.

# ALLEY VIEWS

but participants will be expected to furnish their own transportation and make their own hotel or motel reservations. The Cape May Bird Observatory website ([www.birdcapemay.org](http://www.birdcapemay.org)) contains a list of hotels and motels which offer discounts to birders.

For more information, contact the trip leader, Sandy Sagalkin, at [monsansagalkin@myactv.net](mailto:monsansagalkin@myactv.net) or 301-432-6847.

## Sign Up Now for October 16 Bird Walk

PVAS is sponsoring a bird walk at the National Conservation Training Center near Shepherdstown on Saturday, October 16.

The event is free and anyone with an interest is welcome to participate. Binoculars are available for participants who do not have any of their own.

Participants will bird the various habitats on the Center's campus, including wooded trails, meadows, edge areas and hedgerows. They will make a stop to observe the bald eagle nest on the property and have opportunities to observe bald eagles and other raptors, several species of woodpeckers, thrushes, sparrows, kinglets, and cedar waxwings as well as other species that may be in the area.

Participants should check in at the Security Gate inside NCTC and meet at 8 a.m. in the parking lot in front of the main building at NCTC. Security will tell you where to park.

Because of security requirements at NCTC, this trip will require pre-registration at least 5 days beforehand (by October 11). To pre-register, contact Sandy Sagalkin at [monsansagalkin@myactv.net](mailto:monsansagalkin@myactv.net) or at 240-291-6465.

## PVAS to Sponsor Birding Station at NCTC Open House

The National Conservation Training Center will hold its annual open house on October 23.

The event will be held from 10:00 a.m. to 3:00 p.m., rain or shine.

The theme of this year's open house will be focused on birds. NCTC's 538-acre campus includes a rich variety of bird habitats, from eastern hardwood forest to edge areas, hedgerows, meadows and Potomac River waterfront. It also includes a Bald Eagle nest that has been active for five seasons now.

The U.S. Fish and Wildlife Service is hoping visitors will take this opportunity to learn more about our fascinating feathered friends.

PVAS will be sponsoring a "Take a Child (and Adult) Birding" station at the event.

From there, we will be conducting short (10 to 20-minute)



bird walks on the NCTC campus throughout the day, providing binoculars for those who do not have their own to see birds up close.

We will also have informational displays, including a "please touch" table, and people on hand to answer questions. We would also like to offer visual bird identification games and bird song quizzes for children.

We will need volunteers willing to help staff this PVAS station and lead birding walks.

If you would like to volunteer and/or have other ideas for activities for our station, please contact Joette Borzik of NCTC at 304-876-7207 or [joette\\_borzik@fws.gov](mailto:joette_borzik@fws.gov) as soon as possible.

## October Program Will Focus on Water Issues

PVAS will sponsor a presentation about water quality and supply issues the evening of Wednesday, October 13, at the National Conservation Training Center.

The program will be held at 7:00 p.m. in Room 151 of the Center's Instructional West Building.

Admission is free and anyone is welcome to attend.

The speaker will be Joe Hankins, Vice President of The Conservation Fund and director of the Fund's Shepherdstown-based Freshwater Institute.

He will review international and national perspectives on water quality and supply issues but focus primarily on state, regional and local issues.

The Eastern Panhandle faces especially critical water quality and supply challenges because of the unique problems posed by the Karst topography in Jefferson and eastern Berkeley counties and the shale soils in western Berkeley and Morgan counties.

Also, increasingly important in the Eastern Panhandle area are issues related to compliance with Chesapeake Bay water quality cleanup standards.

The Freshwater Institute is a longtime PVAS partner, and Joe is well-known in the PVAS community. At the Freshwater Institute, he oversees research projects in a wide range of areas, including community and on-site wastewater engineering, constructed wetland treatment systems, acid mine drainage treatment, aquaculture, and sustainable rural economic development and technology outreach.

He also serves on the Board of the West Virginia Natural Capital Investment Fund and the Jefferson County Public Service District and is personally active in local and statewide workgroups focused on the strategic importance of water, water quality standards and community water infrastructure planning.

He earned a BS in General Science from Purdue University in 1979 and a Masters in Environmental Biology from Hood College.

For more information contact Peter Smith at 304-876-1139 or [pvsmith@frontiernet.net](mailto:pvsmith@frontiernet.net)

## Liz Neely Memorial Education Fund

PVAS founder and Board member emerita Jean Neely has made a generous donation to PVAS to establish a special fund in memory of her stepdaughter Liz, who died last winter.

The fund is intended to support our Audubon Discovery summer day camp at the Yankauer Nature Preserve. It will be used to provide a full, \$2,000 stipend for one camp instructor per year for as long as its monies last.

So far, friends of Liz have made additional donations, and the Fund currently totals \$12,100. This means it will currently support six years of camp-instructor stipends.

This will strengthen our summer camp program for a while, at least, by providing a new, stable source of instructional funding. We're very grateful to Jean for initiating such a thoughtful and useful funding stream.

The Fund is a fitting memorial for Liz, who was an accomplished naturalist and loved to teach children about the natural world.

Others who would like to donate to the fund to extend its reach are welcome to do so. Checks should be made out to PVAS, with a notation that the donation is for the Liz Neely Memorial Education Fund, and sent to PVAS at Po Box 578, Shepherdstown, WV 25443.

If you have any questions, please contact Kristin Alexander at 304-676-3397 or [pvasmail@aol.com](mailto:pvasmail@aol.com).

## Railroad Spur Elimination Effort Moves Forward

September 4, 2010:

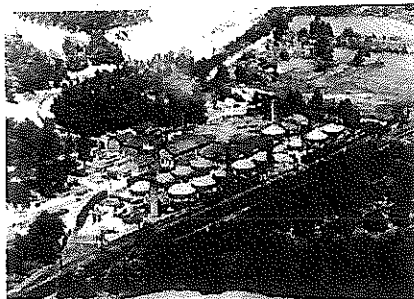
Berkeley County Solid Waste Authority

Inwood WV 25428

304-267-9370; [www.berkeleycountyrecycling.com](http://www.berkeleycountyrecycling.com)

The Berkeley County Solid Waste Authority (BCSWA) announced that the efforts to perpetually eliminate the once proposed railroad spur at the former North Mountain Brickyard property on Allensville Road has taken yet another step forward. On August 18, 2010, GeoConcepts Engineering Inc. of Ashburn, Virginia was contracted for \$7,000.00 by the BCSWA to complete the Phase II Environmental Assessment study of the property.

The 78-acre former brickyard is currently owned by Waste Management Inc., the parent company of the LCS Services Landfill. Waste Management previously funded the Phase I Environmental Assessment study, various soil samples and a complete line survey. WMI has indicated their desire is to donate the property for recreational use should the environmental assessment conclude that such future use is suitable. A non-binding "letter of intent" was



signed by both Waste Management Inc. and the BCSWA in 2009. The "letter of intent" outlined the developing concept of perpetually eliminating the railroad access and the utilization of the property for recreational use.

Prior to ownership by Waste Management Inc., the property was proposed to be the location of a solid waste incinerator with railroad access to the landfill operation. The incinerator and the associated railroad spur was never fully developed.

## Hummingbird Rescue

Proving yet again that life is stranger than fiction, Renny Smith recounts her recent adventure with rescuing a hummingbird. As told by Renny...

Getting home from DC, I found the cat with a very small mouse under the abelia bush. No. Wait. It's green. Not a mouse. A hummingbird.

I took it away and put it in a clean plastic "leftovers" box supported by clean paper towels and left it in a drawer where no cats could find it.

Diana Mullis's [PVAS Wildlife Rescue Coordinator] number was nowhere to be found. I called Jean Neely and got it. Jean told me to keep the bird right side up. I called Diana, but no one was home. I ran upstairs, cranked up the computer, looked on the PVAS website, and got the number of Gretl Learned," 24 hour emergency hotline".

She told me to feed the bird strong nectar and said to be careful not to let sugar water spill on it—"it's like concrete"... I fed her every 20 minutes, and she got stronger, but when she flew a short distance, she perched upside down on the lilac bush... I called Lyn Wiseman and she suggested I call Dr. Roberts at Hillside Vet. We called and there was a staff member who would take care of the bird. We got there at 5:15. There was Michele Smith waiting to take the bird...

I felt complete confidence handing her to Michele.

I called Hillside Vet Monday and learned that after a night and part of a day of rest and nectar, the bird displayed a great desire to go out. Michele took her to her mother's—a certified wildlife refuge, and held her in her hand until the bird saw some other hummingbirds. She flew off happily and joined them.

I'm sending a donation to PVAS in honor of the members and the website. Everyone was so helpful. And most of all, in honor of Michele Smith at Hillside Veterinary Clinic. She's a star!

Hummingbird rescue is not a common event but there are numerous accounts on the Internet (just Google 'hummingbird rescue'). Each story and instruction centers on a few basic actions: provide a hospitable environment, keep calm, don't be intimidated by their tiny size, be determined, and get help from people that know:

In recounting this story, Renny illustrated all of the traits needed for success, including resourcefulness in getting help. So, for future reference, here are the resources she found to take advantage of:

Diana Mullis, Wildlife Rescue Coord. --(304) 267-3482  
Gretl Learned, Fern Wildlife Refuge -- (540) 888-7949  
Dr. Roberts, Hillside Veterinary Clinic -- (304) 728-2203

**Join Potomac Valley Nature Writers' Group**

All those who enjoy reading and/or writing about nature are invited to join the Potomac Valley Nature Writers' Group (PVNWG). The Group meets each month from September through May to discuss a particular nature writer and his or her work. Selections vary to include male and female writers, classic and contemporary works, fiction and non, prose and poetry. PVNWG also encourages members' own writing efforts such as nature blogging and nature journaling. Monthly meetings are currently hosted by members. For more information, visit <http://potomacvalleynaturewritinggroup.blogspot.com/> or contact [pvnaturewriters@gmail.com](mailto:pvnaturewriters@gmail.com)

**Remember United Way/CFC Fund Drives**

Remember that the annual fundraising campaigns of the United Way of the Eastern Panhandle and the Combined Federal Campaign (CFC) are now underway.

Both campaigns will last through December 15.

PVAS receives funding from United Way and CFC each year and encourages its members to give to their campaigns.

CFC is, of course, the mechanism for federal employees to contribute to their local United Way. PVAS members who are federal employees can designate PVAS as the recipient of all or part of their CFC contribution by entering PVAS's CFC number (29061) on the CFC form that they file with their employing agency.

If you have any questions, please contact Kristin Alexander at [pvasmail@aol.com](mailto:pvasmail@aol.com) or 304-676-3397.

**Stop By and See Us at the Apple Butter Festival**

Here's a reminder that PVAS will have a display at this year's Apple Butter Festival in Berkeley Springs, so if you attend stop by and say hello.

The PVAS display will be located with the other conservation-related displays, on Independence Street by Hunter's Hardware.

The Festival will be held October 9 & 10.

**Calendar of Upcoming Events**

- October 2: Freedom's Run
- October 3: Field Trip: Carnivorous plant nursery
- October 7-10: Hawk-watching trip to Cape May
- October 9: "Growing Native" seed-collection at Yankauer
- October 9-10: Berkeley Springs Apple Butter Festival.
- October 13: PVAS program: Joe Hankins
- October 16: Birding walk at the NCTC
- October 22: Potomac Valley Nature Photographers
- October 23: NCTC Open House
- November 4-7: American Conservation Film Festival
- November 6-7: Master Naturalist workshop
- November 13: Birding walk at NCTC
- November 13: Green Home Tour and Wine Tasting

**JOIN PVAS TODAY!**

We now offer two kinds of memberships:

**1. PVAS Local Membership**

Here's what you get:

- Access to a wide variety of PVAS programs and events for adults and children.
- Discounts for selected chapter activities, like children's summer camps.
- A subscription to PVAS's newsletter and e-mail alerts about events and programs of special interest.
- ALL your dues stay here to support local PVAS efforts!

To become a local member: Enclose a check for \$20 (\$15 for seniors and students). Please make check out to "PVAS." This fee covers membership for everyone in your household for one year.

**2. Dual Membership with National Audubon**

You get all the benefits of PVAS membership plus membership in the National Audubon Society, which includes a subscription to *Audubon* magazine. If you select this option, almost all of your dues will go to National Audubon. To obtain a dual membership, enclose a check for \$20 if you are joining NAS for the first time or \$35 to renew an existing NAS membership (\$15 in either case for seniors and students). Make check out to "National Audubon Society."

**Membership Form**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_  
 Phone (optional): \_\_\_\_\_  
 E-mail (optional): \_\_\_\_\_

**Membership Type (check one):**

**PVAS Local Membership** \_\_\_\_\_  
 (For PVAS local membership, check the box following if you do NOT want PVAS to share your contact information with National Audubon: \_\_\_\_\_)

**Dual Membership with National Audubon** \_\_\_\_\_

I'd like to get *Valley Views* by e-mail \_\_\_\_\_ US mail \_\_\_\_\_ (check one)

..... (Audubon chapter code C9ZY540Z)

**Clip and mail this form to:**

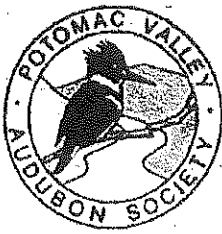
Membership Chair, PVAS  
 PO Box 578  
 Shepherdstown, WV 25443

**Thank you for your support!**



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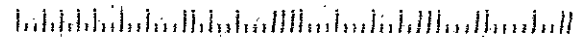
A proud partner of the United Way of  
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 bined Federal Campaign.



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 100 E Washington Street  
 Charles Town, WV 25414

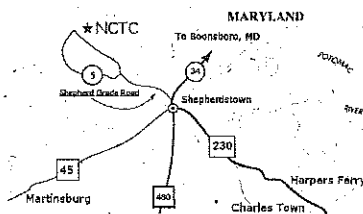
2541481072 0001



October 2010

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The Potomac Valley Audubon Society meets at 7:00 p.m. on the second Wednesday of each month, September through April, at the US Fish and Wildlife Service National Conservation Training Center (NCTC), Shepherdstown, WV, in the Instructional West Building. Programs are free and open to the public. For additional information about PVAS or its programs and activities, please call any of the board members listed her or see <http://www.potomacaudubon.org>. PVAS serves the Eastern Panhandle of West Virginia and neighboring Washington County, Maryland.

**PVAS BOARD**  
 The PVAS Board meets every other month on the first Wednesday of the month (Sept.-June). Meeting location will be announced prior to meetings. These meetings are open to all PVAS members.

**PVAS Officers and Board Members**

- President: Peter Smith 304 876-1139 ..... pvsmitth@frontiernet.net
- Vice President: Georgia Jeppesen ..... georgia\_jeppesen@comcast.net
- Secretary: Mina Goodrich ..... larrymina@peoplepc.com
- Treasurer: Lex Miller ..... pamandlex@frontiernet.net
- Board Development: Wayne Braunstein 304 728-7181 ..... wbraun@frontiernet.net
- Board Members-at-Large: Don Briggs ..... ldonaldbriggs@gmail.com
- Clark Dixon ..... dixonconsultants@aol.com
- Rob Hoxton ..... rhoxtton@hoxtonfinancial.com
- Leigh Jenkins ..... jenkinsleigh@hotmail.com
- Jesse Morgan ..... jmorgan@a-zoneenvironmental.com
- Kathy Stolzenburg ..... kstolzenburg@gmail.com
- Carolyn Thomas ..... webethomas@aol.com
- Jane Vanderhook ..... janehook@frontiernet.net

**Ex Officio Board Members**

- Diana Mullis 304 267-3482 ..... dianamullis@aol.com

**Emeritus Board Members**

- Jean Neely ..... jeaneely@comcast.net

**Special Contacts**

- Executive Director: Kristin Alexander 304 676-3397 ..... kaemail730@aol.com
- Web Master: Kathy Bilton ..... kathy@fred.net
- PVAS Wildlife Rescue Coord: Diana Mullis ..... 304-267-3482

WEST VIRGINIA LOTTERY  
First Benchmark  
Charles Town  
County / City Split  
Fiscal Year 2011

Charles Town  
1999 Net Terminal Revenue \$ 45,803,174  
Benchmark Goal @ 2% \$ 912,063.48

| DATE                             | 2% OF<br>ADJ. NET<br>REVENUE | TO<br>JEFFERSON<br>COUNTY | TO<br>FIVE<br>CITIES | BOLIVAR<br>12.42%   | CHARLES<br>TOWN<br>34.58% | HARPERS<br>FERRY<br>3.85% | RANSON<br>35.08%     | SHEPHERDS<br>TOWN<br>14.29% |
|----------------------------------|------------------------------|---------------------------|----------------------|---------------------|---------------------------|---------------------------|----------------------|-----------------------------|
| 3 days ending:<br>7/1/10- 7/3/10 | \$ 115,402.59                | \$ 115,402.58             | \$ -                 | \$ -                | \$ -                      | \$ -                      | \$ -                 | \$ -                        |
| Week ending:                     |                              |                           |                      |                     |                           |                           |                      |                             |
| 07/10/10                         | \$ 205,731.64                | \$ 206,731.64             | \$ -                 | \$ -                | \$ -                      | \$ -                      | \$ -                 | \$ -                        |
| 07/17/10                         | \$ 161,366.76                | \$ 161,366.76             | \$ -                 | \$ -                | \$ -                      | \$ -                      | \$ -                 | \$ -                        |
| 07/24/10                         | \$ 180,366.28                | \$ 180,366.28             | \$ -                 | \$ -                | \$ -                      | \$ -                      | \$ -                 | \$ -                        |
| 07/31/10                         | \$ 157,802.08                | \$ 157,802.08             | \$ -                 | \$ -                | \$ -                      | \$ -                      | \$ -                 | \$ -                        |
| 08/07/10                         | \$ 161,617.82                | \$ 138,494.98             | \$ 25,122.84         | \$ 3,120.27         | \$ 8,682.45               | \$ 916.98                 | \$ 8,813.09          | \$ 3,590.05                 |
| 08/14/10                         | \$ 156,763.36                | \$ 78,376.88              | \$ 78,376.88         | \$ 8,734.38         | \$ 27,086.98              | \$ 2,860.75               | \$ 27,494.54         | \$ 11,200.03                |
| 08/21/10                         | \$ 152,398.04                | \$ 78,199.02              | \$ 78,199.02         | \$ 8,483.82         | \$ 28,334.38              | \$ 2,781.26               | \$ 26,730.62         | \$ 10,888.64                |
| 08/28/10                         | \$ 144,920.08                | \$ 72,460.03              | \$ 72,460.03         | \$ 8,998.54         | \$ 25,042.19              | \$ 2,644.79               | \$ 25,418.97         | \$ 10,354.54                |
| 09/04/10                         | \$ 152,725.68                | \$ 78,362.84              | \$ 78,362.84         | \$ 9,484.28         | \$ 28,391.00              | \$ 2,787.24               | \$ 26,788.09         | \$ 10,912.25                |
| 09/11/10                         | \$ 165,836.72                | \$ 82,869.38              | \$ 82,869.38         | \$ 10,304.79        | \$ 29,674.21              | \$ 3,028.39               | \$ 29,105.65         | \$ 11,856.32                |
| 09/18/10                         | \$ 135,277.56                | \$ 67,638.78              | \$ 67,638.78         | \$ 8,400.74         | \$ 23,375.98              | \$ 2,468.82               | \$ 23,727.68         | \$ 9,665.68                 |
| 09/25/10                         | \$ 140,870.12                | \$ 70,435.06              | \$ 70,435.06         | \$ 8,748.03         | \$ 24,342.36              | \$ 2,570.88               | \$ 24,708.62         | \$ 10,065.17                |
| <b>Subtotal</b>                  | <b>\$ 2,011,192.70</b>       | <b>\$ 1,461,626.09</b>    | <b>\$ 549,564.61</b> | <b>\$ 68,255.93</b> | <b>\$ 169,928.53</b>      | <b>\$ 20,059.11</b>       | <b>\$ 192,787.26</b> | <b>\$ 78,532.78</b>         |

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

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

| Week Ending Date   | Week Ending<br>September 25, 2010 |
|--|-----------------------------------|
| <b>To be Deposited on:</b>                               | <b>October 1, 2010</b>            |
| <b>Amount Played</b>                                     | <b>74,839,279.07</b>              |
| <b>Amount Won</b>  | <b>66,996,607.99</b>              |
| <b>Amount Promo</b>                                      | <b>276,006.00</b>                 |
| <b>MWAP Contribution</b>                                 | <b><u>30,679.77</u></b>           |
| <b>Adjusted Gross Terminal Revenue</b>                   | <b><u>7,336,988.26</u></b>        |
| <b>Administrative Costs @ 4%</b>                         | <b>293,479.45</b>                 |
| <b>Excess Lottery Fund @ 4%</b>                          | <b><u>0.00</u></b>                |
| <b>Net Terminal Revenue</b>                              | <b><u>7,043,508.80</u></b>        |
| <b>Surcharge @ 10%</b>                                   | <b>0.00</b>                       |
| <b>State Share Excess @ 58%</b>                          | <b>0.00</b>                       |
| <b>Track Share of Capital Reinvestment @ 42%</b>         | <b>0.00</b>                       |
| Track Share of Capital Reinvestment @ 42% - 88%          | \$ -                              |
| Track Share of Capital Reinvestment @ 42% - 4%           | \$ -                              |
| <b>Adjusted Net Terminal Revenue</b>                     | <b><u>7,043,508.80</u></b>        |
| <b>Racetrack @ 46.50% / 42%</b>                          | <b>3,275,230.86</b>               |
| <b>Lottery Fund @ 30% / 0%</b>                           | <b>2,113,052.08</b>               |
| <hr/>  |                                   |
| <b>Excess Lottery Fund @ 0% / 41%</b>                    | <b>0.00</b>                       |
| <b>Race Track Purses @ 7% / 14% / 8%</b>                 | <b>986,090.95</b>                 |
| <b>Workers' Compensation Debt Reduction @ 7%</b>         | <b>0.00</b>                       |
| <b>Employee Pension Fund @ 1% / .5%</b>                  | <b>70,436.06</b>                  |
| <b>Greyhound Development @ .75%</b>                      | <b>52,826.30</b>                  |
| <b>Thoroughbred Development @ .75%</b>                   | <b>52,826.30</b>                  |
| <b>Racing Commission @ 1%</b>                            | <b>70,436.06</b>                  |
| <b>County/Municipality @ 2%</b>                          | <b>140,870.12</b>                 |
| <b>3% Funds:</b>   |                                   |
| <b>Tourism Promotion Fund @ 1.375%</b>                   | <b>96,848.22</b>                  |
| <b>Development Office Promotion Fund @ .375%</b>         | <b>26,413.16</b>                  |
| <b>Research Challenge Fund @ .5%</b>                     | <b>36,217.63</b>                  |
| <b>Capitol Renovation and Improvement Fund @ .6875%</b>  | <b>48,424.11</b>                  |
| <b>2004 Capitol Complex Parking Garage Fund @ .0625%</b> | <b>4,402.19</b>                   |
| <b>1% Funds:</b>   |                                   |
| <b>State Capitol Complex Parking Garage @ 1%</b>         | <b>0.00</b>                       |
| <b>Cultural Facilities and Capitol Resources @ .5%</b>   | <b>35,217.53</b>                  |
| <b>Capitol Dome and Capitol Improvements @ .5% / 1%</b>  | <b>36,217.63</b>                  |
|  | <b><u>7,043,508.80</u></b>        |

VIDEO LOTTERY REPORT

FY 2009

FY 2010

FY 2011

Table Game Revenues

FY 2011

| FY 2009    |            | FY 2010    |            | FY 2011   |            | FY 2011     |            |
|------------|------------|------------|------------|-----------|------------|-------------|------------|
| Date       | Amount     | Date       | Amount     | Date      | Amount     | Date        | Amount     |
| 7/5/2008 * | 169,912.56 | 7/4/2009 * | 128,262.42 | 7/3/2010  | 115,402.58 |             |            |
| 7/12/2008  | 176,592.38 | 7/11/2009  | 168,815.08 | 7/10/2010 | 205,731.64 |             |            |
| 7/19/2008  | 160,344.08 | 7/18/2009  | 160,652.98 | 7/17/2010 | 161,386.76 |             |            |
| 7/26/2008  | 162,982.74 | 7/25/2009  | 158,869.08 | 7/24/2010 | 160,368.28 |             |            |
| 8/2/2008   | 178,171.04 | 8/1/2009   | 174,493.08 | 7/31/2010 | 157,802.08 |             |            |
| 8/9/2008   | 123,538.04 | 8/8/2009   | 138,408.80 | 8/7/2010  | 136,494.98 |             |            |
| 8/16/2008  | 82,482.89  | 8/15/2009  | 81,222.14  | 8/14/2010 | 78,376.68  |             |            |
| 8/23/2008  | 76,426.18  | 8/22/2009  | 76,260.31  | 8/21/2010 | 76,199.02  |             |            |
| 8/30/2008  | 89,459.86  | 8/29/2009  | 80,472.92  | 8/28/2010 | 72,460.03  | July/Aug 10 | 154,185.68 |
| 9/6/2008   | 91,644.46  | 9/5/2009   | 80,798.15  | 9/4/2010  | 76,362.84  |             |            |
| 9/13/2008  | 79,729.93  | 9/12/2009  | 86,286.92  | 9/11/2010 | 82,969.36  |             |            |
| 9/20/2008  | 71,269.36  | 9/19/2009  | 70,010.15  | 9/18/2010 | 67,636.78  |             |            |
| 9/27/2008  | 79,735.73  | 9/26/2009  | 69,316.87  | 9/25/2010 | 70,435.06  |             |            |
| 10/4/2008  | 75,186.22  | 10/3/2009  | 72,286.04  |           |            |             |            |
| 10/11/2008 | 77,139.04  | 10/10/2009 | 69,650.63  |           |            |             |            |
| 10/18/2008 | 80,668.26  | 10/17/2009 | 73,560.21  |           |            |             |            |
| 10/25/2008 | 64,379.44  | 10/24/2009 | 67,581.66  |           |            |             |            |
| 11/1/2008  | 68,352.42  | 10/31/2009 | 64,528.30  |           |            |             |            |
| 11/8/2008  | 70,823.02  | 11/7/2009  | 63,741.59  |           |            |             |            |
| 11/15/2008 | 65,565.50  | 11/14/2009 | 65,959.64  |           |            |             |            |
| 11/22/2008 | 63,883.80  | 11/21/2009 | 59,547.05  |           |            |             |            |
| 11/29/2008 | 69,850.12  | 11/28/2009 | 72,399.98  |           |            |             |            |
| 12/6/2008  | 55,696.68  | 12/5/2009  | 51,006.51  |           |            |             |            |
| 12/13/2008 | 60,178.04  | 12/12/2009 | 52,460.58  |           |            |             |            |
| 12/20/2008 | 52,189.19  | 12/19/2009 | 32,834.39  |           |            |             |            |
| 12/27/2008 | 72,205.91  | 12/26/2009 | 53,406.34  |           |            |             |            |
| 1/3/2009   | 96,504.65  | 1/2/2010   | 92,980.40  |           |            |             |            |
| 1/10/2009  | 53,286.62  | 1/9/2010   | 55,020.46  |           |            |             |            |

|               |           |           |           |
|---------------|-----------|-----------|-----------|
| 1/17/2009     | 56,068.87 | 1/16/2010 | 60,551.28 |
| 1/24/2009     | 71,474.63 | 1/23/2010 | 69,943.53 |
| 1/31/2009     | 61,089.80 | 1/30/2010 | 48,527.75 |
| 2/7/2009      | 83,539.63 | 2/6/2010  | 37,155.14 |
| 2/14/2009     | 76,054.44 | 2/13/2010 | 44,334.00 |
| 2/21/2009     | 91,838.41 | 2/20/2010 | 76,946.12 |
| 2/28/2009     | 80,806.88 | 2/27/2010 | 72,024.40 |
| 3/7/2009      | 48,837.13 | 3/6/2010  | 76,936.85 |
| 3/14/2009     | 96,025.39 | 3/13/2010 | 71,007.37 |
| 3/21/2009     | 79,002.82 | 3/20/2010 | 74,335.38 |
| 3/28/2009     | 79,250.83 | 3/27/2010 | 69,941.88 |
| 4/4/2009      | 75,968.30 | 4/3/2010  | 70,636.28 |
| 4/11/2009     | 75,964.94 | 4/10/2010 | 69,692.79 |
| 4/18/2009     | 80,598.22 | 4/17/2010 | 69,335.92 |
| 4/25/2009     | 75,571.46 | 4/24/2010 | 68,714.11 |
| 5/2/2009      | 73,957.05 | 5/1/2010  | 68,799.06 |
| 5/9/2009      | 76,697.22 | 5/8/2010  | 67,403.54 |
| 5/16/2009     | 71,925.70 | 5/15/2010 | 70,186.32 |
| 5/23/2009     | 81,395.43 | 5/22/2010 | 64,695.71 |
| 5/30/2009     | 82,161.55 | 5/29/2010 | 67,157.40 |
| 6/6/2009      | 74,895.74 | 6/5/2010  | 77,371.80 |
| 6/13/2009     | 67,327.23 | 6/12/2010 | 66,106.29 |
| 6/20/2009     | 75,500.53 | 6/19/2010 | 64,888.48 |
| 6/27/2009     | 67,354.10 | 6/26/2010 | 63,950.29 |
| 6/30/2009 *** | 32,059.58 | 6/30/2010 | 29,667.19 |

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