

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, JANUARY 6, 2011
9:30 A.M.

County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRESENTATION of plaque to former Commissioner Jim Surkamp

COUNTY COMMISSION ORGANIZATION

- a. Selection of President
- b. Selection of Vice President
- c. Committee Assignments

APPROVAL OF MINUTES

APPROVAL OF PURCHASE ORDERS

APPROVAL OF ACCOUNTS PAYABLE

PUBLIC COMMENT

PRESENTATIONS:

- 1. 10:00 a.m. Legal Update - Stephanie Grove, Assistant Prosecuting Attorney
- 2. 10:15 a.m. Jennifer Brockman, Director of Planning and Zoning
- Zoning Map Update Process Policy - Discussion/Action
- 3. 10:30 a.m. Pete Kelley, President Jefferson County Emergency Services Agency
- Request for additional funding for daily operations in 2011 -
Discussion/Action

4. 10:45 a.m. Roger Goodwin, Chief County Engineer
 - Bond Reduction and/or Release - Kevin L. Steeley - DALB, Inc.
 - Tolling of Construction Bond - Harvest Hills Subdivision
 - Letters of Credit to expire on January 15, 2011
 - Bond Reduction and/or Release - County Green, LLC - The Woods at Wheatland Subdivision
 - J. Michael Cassell, Esq. - Reconsideration of reduction in security bond The Woods at Wheatland - Lots 1-7 and Residue - PC File #07-22

5. 11:00 a.m. Barbara Miller, Director of Homeland Security and Emergency Management
 - Memorandum of Understanding with Hollywood Casino at Charles Town Races - Discussion/Action
 - Reappointments to JCHSEM Steering Committee - Discussion/Action
 - Don't Drop the Ball - Resolve to Be Ready in 2011 Campaign - Discussion/Action
 - Barbara Miller and Sheriff Shirley request Executive Session to discuss matters of Homeland Security §6-9A-4

NEW BUSINESS:

6. Approval of Board of Review and Equalization Notice - Discussion/Action

7. Approval of Employment - Kimberly D. Crockett as an Assistant Prosecuting Attorney - Discussion/Action

8. Appointment of liaison from the Jefferson County Commission to the IT Advisory Committee - Discussion/Action

9. Approval of New Appointments - Stacey Michelle Morgan and Monica Lynn Megonigal - Jefferson County Deputy Reserve Program

10. Approval of Resolution, Agreement and Contract - Community Participation Grant Program
 - Jefferson County Coalition on Substance Abuse - \$6,500
 - Jefferson County Coalition on Substance Abuse - \$2,000
 - Literacy Volunteers of the Eastern Panhandle - \$1,500

COUNTY ADMINISTRATOR REPORTS

- Update - Potential Closing of the Millville Post Office

COUNTY COMMISSION REPORTS

CORRESPONDENCE:

Correspondence received from The Land Trust of the Eastern Panhandle.

National Watershed Coalition Brochure and Membership Application received.

West Virginia Ethics Reporter - December, 2010 received.

Correspondence received from Matthew Harris.

WV Video Lottery Settlement received.

Letter received from Public Service Commission regarding disbursement wireless E-911 subscriber fees.

Letter received from Karen Disibbio, Mercer County Commissioner.

Letter received from Friends of Happy Retreat.

Community Bulletin for January 2011 received from Harpers Ferry National Historical Park.

Thank you note received from Secretary of State Natalie E. Tennant.

Jefferson County Public Service District Financial Statements for fiscal years ended June 30, 2010 and 2009 received from CoxHollidaPrice, LLP.

Correspondence received from Loudoun County, VA regarding legal notice.

Correspondence received from WV Division Of Highways regarding STIP 2011-2016.

County Commissioners' Newsletter received from the County Commissioners Association of WV - Vol. 13, No. 11, December 2010.

Newsletter received from the Eastern Panhandle Free Clinic - Winter 2010.

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.

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: January 6, 2011

Date Requested – 2nd Choice: _____

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

Subject: **Assignment to Boards, Commissions & Organizations**

Please provide the County Commission with a description of your request or presentation, including any background information: **Approval of Assignments to Boards, Commissions & Organizations**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve the Assignment to Boards, Commissions & Organizations**

Attachments: **Grant Contracts, Resolutions and Agreements**

**Assignment to Boards, Commissions & Organizations
Calendar Year 2011**

<i>Organization</i>	<i>Commissioner</i>	<i>Commissioner</i>
Affordable Housing	Manuel/Noland	
Air Quality Control Board	Widmyer/Surkamp	
Approval of Bills	Surkamp	
Board of Health	Surkamp/Morgan	
Building Repair	Manuel/Widmyer	
Commerce Corridor Council	Widmyer/Manuel	
Community Corrections Committee	Morgan/Manuel	
Development Authority	Manuel	
E-911 Council	Surkamp	
Emergency Services Council	Morgan	
Extension Service	Noland	
Farmers Market Committee	Noland	
Farmland Preservation Board	Morgan	
Jefferson County Convention & Visitors Bureau	Noland	
Jefferson County Emergency Services Agency	Manuel/Noland	
Historic Landmarks Commission	Morgan	
Homeland Security	Surkamp/Manuel	
Legislative Liaison	Noland/Manuel	
Local Emergency Planning Committee	Surkamp/Manuel	
Mental Health Center	Prosecuting Attorney	
MPO Interstate Council	Widmyer	
Parks and Recreation	Manuel/Widmyer	
Planning Commission	Morgan	
Public Service District Liaison	Widmyer/Noland	
Region 9	Widmyer	
Solid Waste Authority	Widmyer	
Water Advisory Committee	Noland/Widmyer	
Workforce Investment Act Liaison	Morgan	

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

AGENDA REQUEST FORM

Name: Jennifer Brockman

Department or Entity: Departments of Planning and Zoning

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1st Choice: 1/6/11

Date Requested – 2nd Choice: 1/13/11

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

Subject: **Zoning Map Update Process Policy**

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

The Jefferson County Geographic Information System (GIS)/Addressing Office, in conjunction with the Departments of Planning and Zoning and the County Assessor's Office, has recently updated the countywide zoning map utilizing the most current base map data available. This is the first effort to delineate the current zoning categories and boundaries in a GIS layer. In an effort to clarify the process for routine updating of base layers and previously approved zoning designations, staff recommended that the County develop and approve a policy for the process of updating the zoning map.

The attached policy was reviewed and approved by the County Planning Commission, after review and input from legal counsel.

The attached draft zoning map would be the first to be certified under this new policy.

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

- 1) I move to approve the Final Draft Zoning Map Update Process Policy as recommended by the Jefferson County Planning Commission on December 21, 2010.**

AND

- 2) I move to authorize the President of the Jefferson County Commission to sign and certify the December 2010 Final Draft Zoning Map for recordation at the County Clerk's office per WV Code 8A.**

Attachments:

- 1) Memo from Planning Commission regarding "Final Draft Policy: Zoning Map Update Process" dated 12/21/10**
- 2) Reduced version of December 2010 Final Draft Zoning Map**

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

Email: planningdepartment@jeffersoncountywv.org
zoning@jeffersoncountywv.org

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

MEMO

TO: Jefferson County Commission
FROM: Jefferson County Planning Commission
DATE: December 21, 2010
RE: Final Draft Policy: Zoning Map Update Process

On December 21, 2010, the Jefferson County Planning Commission voted to recommend to the Jefferson County Commission the adoption of the following policy:

"The Jefferson County zoning layer is parcel-based, maintained in a Geographic Information System (GIS), and shall be the basis for the County's official zoning map. Within 30 days of final County Commission action on a zoning map amendment, GIS/Addressing staff will update the digital zoning layer and make the new data available online.

On an annual basis, in December, and within 30 days of final County Commission action on a zoning map amendment, a new zoning map will be printed which includes the most up to date base layer data, all approved zoning designations since the last printed map, and an effective date, certified by the President of the County Commission, filed with the County Clerk's office, and a copy provided to the Planning Commission. This annual map update shall not require a public hearing and such certification shall occur administratively."

Approved by vote 4 For, 1 Against on December 21, 2010.
Francis Morgan abstained.



John Maxey
Planning Commission President

#3

<p>Commission Office Use Only</p> <p>Date on Agenda: <u>1/6/11</u></p> <p>Appt Time or New Business: <u>10:35</u></p>

AGENDA REQUEST FORM

Name: Doug Pittinger - Pete Kelley

Department or Entity: JCESA

Estimation of amount of time needed for appointment: 15 minutes

Date Requested - 1st Choice: January 6, 2011

Date Requested - 2nd Choice: _____

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

Request additional funding for daily operations

Subject: Funding FY 2011

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

Financial Shortfall

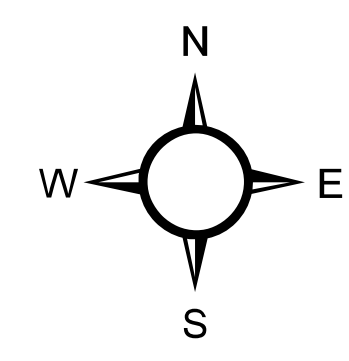
Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):

Additional funding for current Fiscal Year.

Attachments:

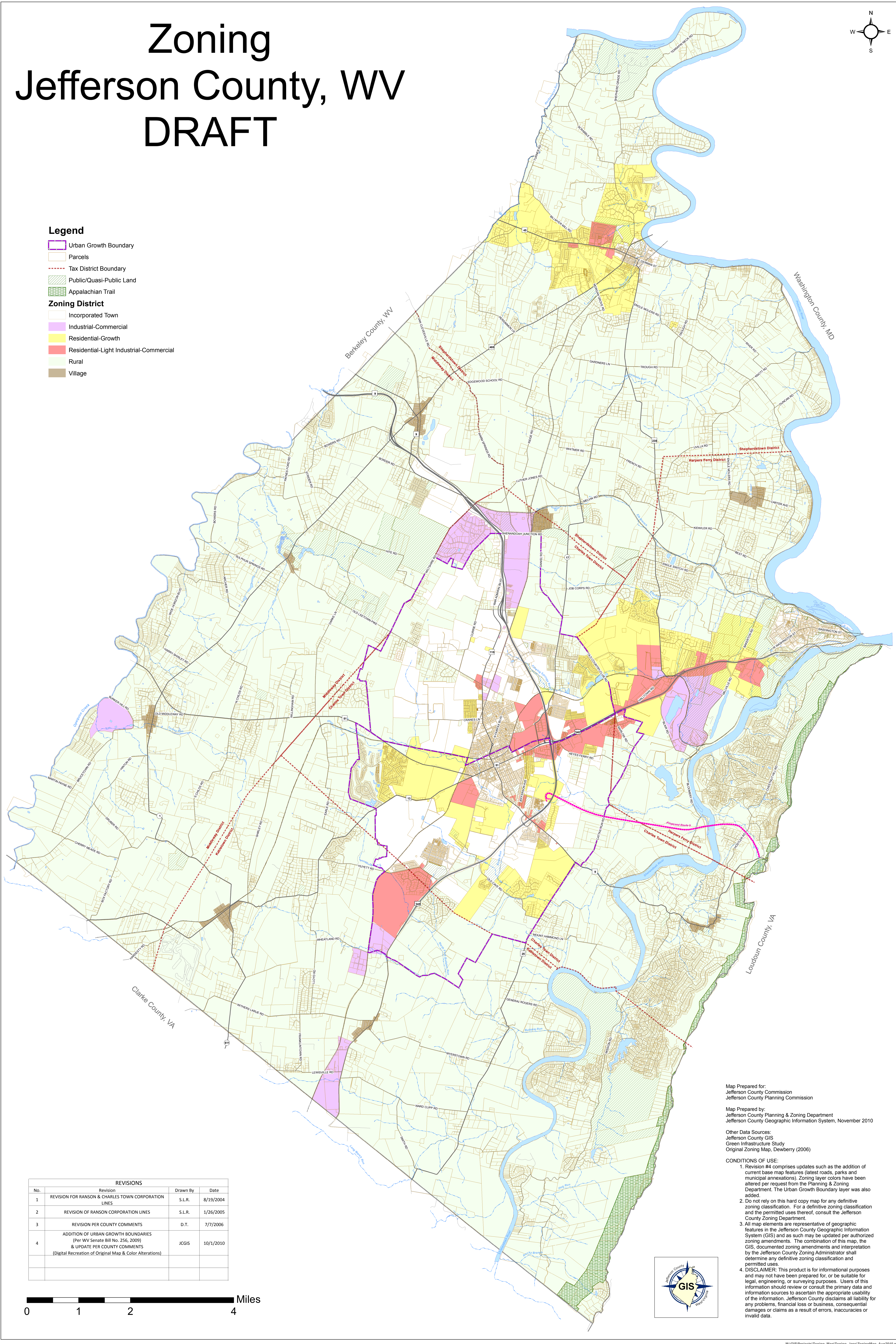
Currently being compiled by Board Member Marty Freeman. Will be available prior to Commission meeting.

Zoning Jefferson County, WV DRAFT



Legend

- Urban Growth Boundary
- Parcels
- Tax District Boundary
- Public/Quasi-Public Land
- Appalachian Trail
- Zoning District**
- Incorporated Town
- Industrial-Commercial
- Residential-Growth
- Residential-Light Industrial-Commercial
- Rural
- Village



Map Prepared for:
Jefferson County Commission
Jefferson County Planning Commission

Map Prepared by:
Jefferson County Planning & Zoning Department
Jefferson County Geographic Information System, November 2010

Other Data Sources:
Jefferson County GIS
Green Infrastructure Study
Original Zoning Map, Dewberry (2006)

- CONDITIONS OF USE:**
1. Revision #4 comprises updates such as the addition of current base map features (latest roads, parks and municipal annexations). Zoning layer colors have been altered per request from the Planning & Zoning Department. The Urban Growth Boundary layer was also added.
 2. Do not rely on this hard copy map for any definitive zoning classification. For a definitive zoning classification and the permitted uses thereof, consult the Jefferson County Zoning Department.
 3. All map elements are representative of geographic features in the Jefferson County Geographic Information System (GIS) and as such may be updated per authorized zoning amendments. The combination of this map, the GIS, documented zoning amendments and interpretation by the Jefferson County Zoning Administrator shall determine any definitive zoning classification and permitted uses.
 4. **DISCLAIMER:** This product is for informational purposes and may not have been prepared for, or be suitable for legal, engineering, or surveying purposes. Users of this information should review or consult the primary data and information sources to ascertain the appropriate usability of the information. Jefferson County disclaims all liability for any problems, financial loss or business, consequential damages or claims as a result of errors, inaccuracies or invalid data.

REVISIONS			
No.	Revision	Drawn By	Date
1	REVISION FOR RANSON & CHARLES TOWN CORPORATION LINES	S.L.R.	8/19/2004
2	REVISION OF RANSON CORPORATION LINES	S.L.R.	1/26/2005
3	REVISION PER COUNTY COMMENTS	D.T.	7/7/2006
4	ADDITION OF URBAN GROWTH BOUNDARIES (Per WV Senate Bill No. 256, 2009) & UPDATE PER COUNTY COMMENTS (Digital Recreation of Original Map & Color Alterations)	JCGIS	10/1/2010





JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

419 Sixteenth Avenue

Ranson, WV 25438

E-mail – jeffcoamb@cltlink.net

Telephone – 304-728-3287

Fax – 304-728-6221

Fax

To: <i>Nichelle Hoskey</i>	From: <i>Doug Pittinger</i>
Fax: <i>304-725-7996</i>	Date: <i>12/10/10</i>
Phone: <i>304-728-3284</i>	Pages: <i>Cover + 1</i>
Re: <i>Agenda Request</i>	CC:

Urgent
 For Review
 Please Comment
 Please Reply
 Please Recycle

Please notify us as to approval of agenda request and time.

*Done - 12/15/10
- del
1/6/11 at 10:45 a.m.
10:30 a.m. - notified 1/3/11.*

4

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

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: January 6, 2011

Date Requested – 2nd Choice: _____

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

Subject: Bond reduction and/or release.

Please provide the County Commission with a description of your request or presentation, including any background information: Complete release of the Construction Bond security for Kevin L. Steeley – DALB, Inc. (File #S09-05) – Cash in Escrow with United Bank, Charles Town, West Virginia.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize a complete release of the remaining \$93,064.00 construction bond amount for Kevin L. Steeley – DALB, Inc. (File #S09-05).

Attachments: Bond Release Letter
Bond Reduction or Release Request Report

January 6, 2011

Mr. Devin McCreery, Market President
United Bank
P. O. Box 1006
Charles Town, West Virginia 25414

RE: Escrow Agreement dated January 13, 2010 Construction Bond for Kevin L. Steeley –
DALB, Inc. (PC File #S09-05).

Dear Mr. McCreery:

The Jefferson County Commission authorizes a complete release of the remaining \$93,064.00 construction bond amount for Kevin L. Steeley - DALB, Inc. (File #S09-05). The project is located on the north side of Industrial Boulevard on Lot 6 of the Bardane Industrial Park. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount for the above referenced Escrow Agreement, originally issued in the amount of \$93,064.00.

Please contact the Engineering Department at (304)-728-3257 if you have any questions.

Sincerely,

, President
Jefferson County Commission

:rfb

cc: Mr. Peter F. Kubic
Kubic Construction, Inc.
241 Edmond Road
Kearneysville, West Virginia 25430
Mr. Kevin L. Steeley, President
DALB, Inc.
73 Industrial Boulevard
Kearneysville, West Virginia 25430
Department of Engineering

JEFFERSON COUNTY, WEST VIRGINIA
Engineering Department
116 East Washington Street, P.O. Box 716
Charles Town, West Virginia 25414

Phone: 304-728-3257
Fax: 304-728-3953

Email: engineering@jeffersoncountywv.org

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 12/9/2010 JPCP File No S09-05

Consultant/Engineer/Firm Name: William H. Gordan Associates, Inc.

Mailing Address: 301 North Mildred Street Suite 1

City: Charles Town State: WV Zip: 25414-

Contact Person: Kristen Ringstaff Phone: (304) 725-8456

Project/Subdivision Name Dalb

Section/Phase: Addition

Review Comments:

The Bond Release request is Approved as Revised

Add items/revise as shown per our comments on your attached bond release/reduction form & resubmit reduction/release request to our office for review and approval.

Some site work has progressed beyond the required "milestone" site inspections that are to be performed by our office. As a result, you will need to schedule the inspections with our Land Development Inspector, and/or provide the certifications noted on the attached "Third-Party Certifications" checklist. Please collect all the required third-party certifications and submit them all at one time along with a copy of this report and the checklist.

Bonding Policy & Unit Cost Figures attached for your use.

Comments:

Recommends releasing the full bond in the amount of \$93,064.00

LAND DEVELOPMENT INSPECTION
APPROVED FOR:
BOND RELEASE \$0.00
BY: Norma J. Kuroski 12-27-10
INSPECTOR DATE

Original Bond Amount: \$93,064.00 Current Bond Amount: \$93,064.00

Cost of Work Remaining: \$0.00 + Contingency Amount: \$0.00

Approved for Revised Bond Amount: \$0.00

Reviewed By: Norma J. Kuroski

Title: Land Development Inspector

Signature: Norma J. Kuroski

Date: 12/27/2010

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

#4

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: January 6, 2011

Date Requested – 2nd Choice: _____

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

Subject: Tolling of Construction Bond.

Please provide the County Commission with a description of your request or presentation, including any background information: Arcadia Development Company has requested tolling of the construction bond for the Harvest Hills Subdivision, Section 1, Phase 1, Lots A, B and Lots 28-50 & Residue.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize the Commission and Staff to accept and execute the Tolling of Bonding Agreement with the developer of the Harvest Hills Subdivision, Section 1, Phase 1, Lots A, B & Lots 28-50 & Residue, File #01-42.

Attachments: Tolling of Bonding Agreement
Letter Requesting Tolling of Bonding
Sheriff's Tax Receipt
Secretary of State Certificate of Authorization

**AGREEMENT REGARDING BONDING OBLIGATIONS AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made and entered into as of the 6th day of January, 2011, by Arcadia Development Company ("Declarant"), and the **COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA** (the "County Commission").

WHEREAS, Declarant is the owner of a certain tract of land located in Jefferson County, West Virginia, legally described in the deed found recorded in the Jefferson County Clerk's Office in Deed Book 985, Page 363 (the "Land"); and

WHEREAS, the Land has been legally subdivided (the "Subdivision") into Harvest Hills Subdivision, Section 1, Phase 1, Lots A, B and Lots 28-50 & Residue consisting of (23) single family lots (the "Lots") pursuant to and in accordance with the subdivision ordinance of Jefferson County, West Virginia in effect on July 18, 1979 (the "Subdivision Ordinance"), and as shown on that certain plat of the Harvest Hills Subdivision, Lots A, B and Lots 28-50 & Residue, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at Page 50 (the "Final Plat"); and

WHEREAS, Declarant posted a bond with the County Commission, in the form of a *letter-of-credit*, in the amount of \$1,752,605.00 (the "Existing Infrastructure Bond") to secure the completion of all infrastructure improvements to be made in connection with the development of the Subdivision (the "Infrastructure Improvements") as itemized on that certain Construction Bond – Estimate, dated September 1, 2005 (the "Bond Estimate"), and approved by the Jefferson County Department of Planning, Zoning & Engineering (the "Department") on November 16, 2006; and

WHEREAS, due to severe down turn in the economy, and in particular, the housing industry, the Declarant has decided to delay construction of the Infrastructure Improvements and, accordingly, has requested that the County Commission modify the Declarant's original bonding obligations with respect to the Subdivision (the "Original Bonding Obligations") until such time as the Declarant commences construction of the Infrastructure Improvements; and

WHEREAS, the County Commission has determined that it is in the best interests of Jefferson County to modify the Original Bonding Obligations until such time as the Declarant commences construction of the Infrastructure Improvements subject to the condition that Declarant execute and record this Declaration which shall run with the Land and be enforceable by the County Commission.

NOW, THEREFORE, in consideration of the premises and the covenants and agreements hereinafter set forth, Declarant declares as follows:

1. **Incorporation of Recitals; Defined Terms.** The foregoing recitals are hereby incorporated into this Declaration by this reference as if fully set forth herein. Capitalized terms used herein and not defined or cross-referenced herein shall have the meanings ascribed to such terms in the Subdivision Ordinance.

2. Modification of Original Bonding Obligations.

(a) The County Commission's agreement to modify the Original Bonding Obligations shall be subject to the satisfaction of the following condition precedent (the "Modification Conditions"):

(i) The Declarant submits to the Department a surety in the amount of \$10,000 as a Site Stability Bond.

(b) Upon satisfaction of the Modification Condition, the County Commission shall return the Existing Infrastructure Bond to the Declarant and the Original Bonding Obligations shall be deemed modified as follows:

(i) Unless and until Declarant commences the construction of any Infrastructure Improvements, the Declarant's bonding obligations with respect to Subdivision shall be limited to posting a \$10,000 surety as a Site Stability Bond with the County Commission and complying with the provisions of the Bonding Policy with respect to the Site Stability Bond; provided, however, that no infrastructure improvements shall be required to be made to the Land as a condition of keeping the Site Stability Bond in place.

(ii) No Infrastructure Improvements, including without limitation any Site Stability Work, shall occur or be permitted on the Land (other than the continuance of an agricultural use existing on the land prior to this agreement, and/or mowing and other routine maintenance required to preserve the appearance of the Land and the health and safety of the community) unless and until the Declarant submits to the Department, and the Department approves, a new cost estimate for all Infrastructure Improvements, and the Declarant posts an approved surety with the County Commission in the amount of 115% of said estimate in accordance with the Bonding Policy (the "New Infrastructure Bond"). Upon posting of the New Infrastructure Bond, and provided Declarant is not then in default under this Declaration, the County Commission shall return the surety for the Site Stability Bond to the Declarant.

(iii) Once the New Infrastructure Bond has been posted with the County Commission, the County Commission shall hold the New Infrastructure Bond in accordance with the Bonding Policy and the Declarant shall thereafter comply with all provisions of the Bonding Policy. The County Commission shall be under no obligation to grant further modifications to the Declarant's bonding obligations with respect to the Subdivision. The provisions of this Section 2(b)(iii) shall survive termination of this Declaration.

3. Covenant Not to Commence Construction. In consideration of the County Commission's agreement to modify the Original Bonding Obligations, Declarant covenants and agrees that prior to satisfying the conditions set forth in Section 2(b)(ii) above, Declarant

shall not commence, or cause any third party to commence, the construction of any Infrastructure Improvements, including without limitation any Site Stability Work.

4. Covenant Prohibiting Construction of Homes or Sale or Transfer of Lots.

In consideration of the County Commission's agreement to modify the Original Bonding Obligations, Declarant covenants and agrees that prior to satisfying the conditions set forth in Section 2(b)(ii) above, (a) Declarant shall not commence, or cause any third party to commence, the construction of any single family residence or other structure on any portion of the Land, and (b) Declarant shall not sell or transfer any Lot. Notwithstanding the foregoing, Declarant may transfer the entire Subdivision to a single transferee subject to the terms and provisions of this Declaration; provided, that such transferee expressly assumes the obligations of Declarant under this Declaration by a written agreement satisfactory to the County Commission.

5. Default.

(a) The failure of Declarant to observe or perform any of the covenants, conditions or obligations of this Declaration shall constitute a default under this Declaration. If Declarant fails to cure any default within thirty (30) days after the issuance of a notice by the County Commission, specifying the nature of the default; the County Commission may exercise any rights and remedies it may have hereunder or applicable law. Notwithstanding the foregoing, Declarant shall not be entitled to any notice of a violation of the covenant not to sell or transfer any Lot under Section 4(b) of this Declaration.

(b) The County Commission shall have the right to bring any proceedings at law or in equity against the Declarant for violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover actual damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by the Declarant or any other person of any of the terms, covenants or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants or conditions. All of the remedies permitted or available to the County Commission under this Declaration or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In any action brought by the County Commission pursuant to these provisions, the County Commission will be entitled to costs (including but not limited to its reasonable attorneys' fees). In addition, the County Commission shall have the right to draw on the Site Stability Bond and apply the proceeds thereof in accordance with the Bonding Policy.

(c) The maximum length of time for tolling the bond shall be four (4) years. At the time of executing this agreement, the Declarant shall execute a merger deed that merges the lots back into the parent tract. The merger deed shall be held by the Bonding Administrator for the Jefferson County Commission. If the Declarant fails to repost the New Infrastructure Bond and the Bond Surety within four (4) years of the date of this agreement, the County Commission shall have the right to record the merger deed and revoke all project approvals; and the \$10,000 surety for the Site Stability Bond shall be forfeited to the County Commission. The merger deed may not be recorded by the County Commission if the Declarant reposts the Construction Bond and Bond Surety prior to expiration of the four (4) year tolling period; in such case, the merger deed shall be returned by the County

Commission to the Declarant. In the event of recordation of the merger deed, the parent tract and residue parcel shall retain all future development rights under the land development ordinances in effect at the time the future application for land development is presented to the County.

6. **Waiver.** No waiver by the County Commission of any default under this Declaration shall be effective or binding unless made in writing by the County Commission and no such waiver shall be implied from any failure of the County Commission to take any action with respect to any default or violation.

7. **Binding Effect.** The terms of this Declaration shall constitute covenants running with the land and shall bind the Land described herein and inure to the benefit of and be binding upon the Declarant and all parties having any right, title or interest in the Land (or any part thereof), their heirs, successors, successors-in-title and assigns. This Declaration is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

8. **Amendment of Declaration.** This Declaration may not be amended except by a written agreement executed by the Declarant and the County Commission and recorded in the Office of the County Clerk of Jefferson County, West Virginia.

9. **Declaration Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Declaration shall entitle the Declarant to cancel, rescind, or otherwise terminate this Declaration

10. **Term of this Declaration.** This Declaration shall be effective as of the date first above written and shall continue in full force and effect until the Declarant satisfies the conditions set forth in Section 2(b)(ii) above. Upon the termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except for the provisions of Section 2(b)(iii) above, shall terminate and have no further force or effect.

11. **Recordation.** This agreement shall be recorded in the Office of the Clerk of the Jefferson County Commission in both the name of the developer and the project name. It shall be the Declarant's responsibility to record the agreement and provide the Bonding Administrator with confirmation of such recordation in the form of the deed book and page number reference.

Harvest Hills Subdivision, Section 1, Phase 1, Lots A, B & Lots 28-50 & Residue
(Subdivision Name)

Jefferson County Planning Commission File No. 01-42

Eli Reinhard, President, Arcadia Development Company
(Applicant/Developer Name)

By: _____ Date: ____/____/____

Print Name: _____ Title: _____

(Notary Certification Shall Be On The Same Page As The Signatures Being Notarized)

STATE OF _____, COUNTY OF _____, to wit:

I _____, a Notary Public in and for the State and County aforesaid, do hereby certify that _____ and _____, as _____ and _____, respectively of the _____, whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this _____ day of _____, 20_____.

My Commission Expires: _____

COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

By: _____ Date: ____/____/____

Print Name: _____, President

(Notary Certification Shall Be On The Same Page As The Signatures Being Notarized)

STATE OF _____, COUNTY OF _____, to wit:

I _____, a Notary Public in and for the State and County aforesaid, do hereby certify that _____ and _____, as _____ and _____, respectively of the _____, whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this ____ day of _____, 20____.

My Commission Expires: _____

ATTEST:

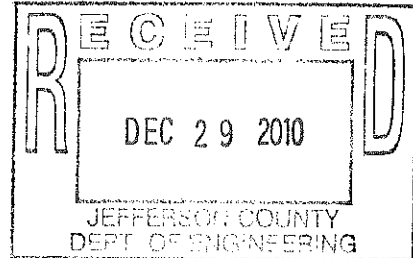
Jennifer S. Maghan
Clerk, County Commission of Jefferson County, WV

LAW OFFICES
PETER L. CHAKMAKIAN, L.C.
108 NORTH GEORGE STREET
P. O. BOX 547
CHARLES TOWN, WEST VIRGINIA 25414

PETER L. CHAKMAKIAN
ALICE A. CHAKMAKIAN

TELEPHONE (304) 725-9797
TELEFAX (304) 725-3643

December 29, 2010



Roger Goodwin, P.E.
Chief County Engineer
Jefferson County Engineering Dept.
116 East Washington Street, Suite 100
Charles Town, West Virginia 25414

Re: Modification and Tolling of Bond/Arcadia Development Co. - Harvest Hills Subdivision

Dear Roger:

I represent Arcadia Development Co., the developer of the Harvest Hills Subdivision, located along Flowing Springs Road near Duffields. We are requesting that the County Commission implement its newly adopted policy regarding the tolling of bonding required when a developer records a final plat for a subdivision. Our current bond expires January 15, 2011. It is our understanding that the Planning Commission staff will actually prepare the Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions. It will be executed in behalf of the developer by Eli Reinhard, President of Arcadia Development Co. The developer's reasons for the delay in developing Harvest Hills and for requesting that the bond tolling policy be implemented are linked to the severe down turn in the economy, and in particular, the housing industry. The developer has been unable to market any of its existing approved lots in Harvest Hills and has not constructed a new single family dwelling for two years. We do not envision an upturn in the housing industry in the very near future. Accordingly, we request this bond tolling agreement. I am also enclosing the following:

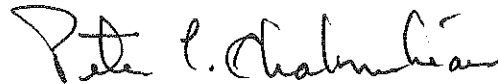
- 1) Legal Description.
- 2) Developer's name and position-Arcadia Development Co., Eli Reinhard, President.
- 3) Paid tax receipts for the lots and parcels in question.

Roger Goodwin, P.E.
December 29, 2010
Page Two

4) Certificate of Authorization for the developer, issued by the Secretary of State's Office of West Virginia.

It is also our understanding that we will include a deed of merger that will be kept by the County Commission or Clerk's Office, but will not be recorded unless a default incurs in the implementation of this policy. If you should require any further information, please let me know.

Very truly yours,

A handwritten signature in black ink that reads "Peter L. Chakmakian". The signature is written in a cursive style with a large initial "P".

Peter L. Chakmakian

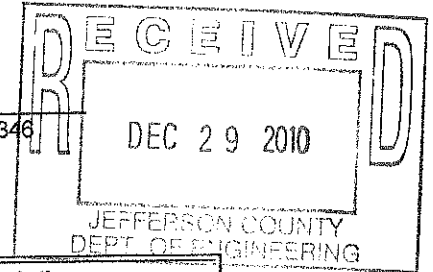
PLC:mrj
enclosures
cc: Carla Coffey, Arcadia Development Co.

Jefferson County Sheriff's Tax Office

Jefferson County Real Property



Tax Year: 2010 Account Number: 00032346
 Ticket #: 0000026043 Taxpayer I.D.:
 District: 09 - SHEPHERDSTOWN DIST



Property Owner	Property Description
ARCADIA DEVELOPMENT CO PO BOX 5368 SAN JOSE, CA 951150 Lending Institution:	92.05 AC POTTS, DUFFIELDS Map/Parcel: 24 / 0012 0000 0000 Lot Size: Acreage: Book: 985 Page: 363

Tax Class: 3

Homestead Exemption: None
 Back Tax: None
 Exoneration: None
 Prior Delinquents: None
 Special Disposition:

ASSESSMENT:

Assessment	GROSS	NET	TAX (1/2 Year)
Land	391200	391200	
Building	102700	102700	
Total	493900	493900	5486.24

AMOUNTS DUE: First Half: none due Second Half: 5349.08 if paid by: 03/01/2011 Total Due: 5349.08 if paid by: 03/01/2011

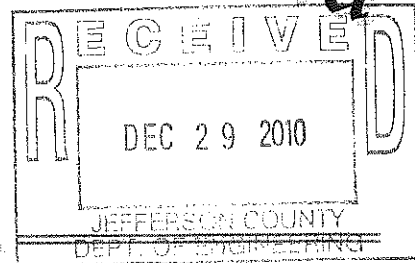
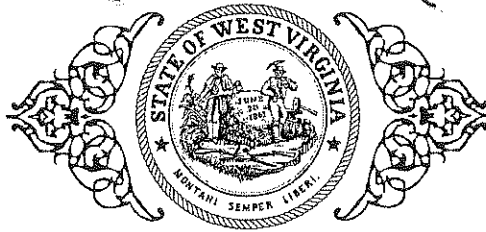
PAYMENTS RECEIVED:

	First Half	Second Half
Net	5486.24	.00
Discount	137.18	.00
Interest	.00	.00
Total	5349.08	.00
Date	08/19/2010	none paid

Please Remit Payment (if any) to: Jefferson County Sheriff's Tax Office
 112 E. Washington Street
 Charles Town, WV 25414

Or call (304) 728-3220 with questions.

State of West Virginia



Certificate

*I, Natalie E. Tennant, Secretary of State of the
State of West Virginia, hereby certify that*

ARCADIA DEVELOPMENT CO.

a corporation formed under the laws of California filed an application to be registered as a foreign corporation authorizing it to transact business in West Virginia. The application was found to conform to law and a "Certificate of Authority" was issued by the West Virginia Secretary of State on September 26, 2001.

I further certify that the corporation has not been revoked by the State of West Virginia nor has a Certificate of Withdrawal been issued to the corporation by the West Virginia Secretary of State.

Accordingly, I hereby issue this

CERTIFICATE OF AUTHORIZATION

Validation ID:1WV3W_HTTPM2

*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
December 28, 2010*



Natalie E. Tennant

Secretary of State

4

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

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: January 6, 2011

Date Requested – 2nd Choice: _____

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

Subject: ~~Tolling of Construction Bond~~ *Letters of Credit to expire 1-15-2011*

Please provide the County Commission with a description of your request or presentation, including any background information: Constructions bonds which are secured by Letter of Credits are due to expire January 15, 2011. Under the terms of the Construction Bond the Letter of Credits are to be renewed by December 15, 2010. By the January 6, 2011 County Commission meeting there may be some Letter of Credits that have yet to be renewed.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I recommend giving the banks until the close of business on Monday, January 10, 2011 to provide the renewed Letter of Credits. If the Letter of Credit has not been provided by this time, Staff will prepare the necessary documents to call the Letter of Credit and will do so by no later than January 14, 2011.

Attachments:

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

#4

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: January 6, 2011

Date Requested – 2nd Choice: _____

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

Subject: Bond reduction and/or release.

Please provide the County Commission with a description of your request or presentation, including any background information: Complete release of the Construction Bond security for County Green, LLC – The Woods at Wheatland Subdivision, Lots 1-7 & Residue (File #07-22) – Letter of Credit #9570254380 00004 with Branch Banking & Trust, Martinsburg, West Virginia. The construction bond is being re-secured with Cash in Escrow Agreement from The Bank of Charles Town, Charles Town, West Virginia.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize a complete release of \$40,050.00 from the construction bond amount for County Green, LLC – The Woods at Wheatland Subdivision, Lots 1-7 & Residue (File #07-22).

Attachments: Escrow Agreement

January 6, 2011

Mr. Brett L. Butler
Branch Banking & Trust
148 South Queen Street
Martinsburg, West Virginia 25401-3316

RE: Irrevocable Letter of Credit #9570254380 00004 dated October 20, 2008 Construction Bond Surety for County Green LLC – The Woods at Wheatland Subdivision, Lots 1-7 & Residue (File #07-22).

Dear Mr. Butler:

The Jefferson County Commission authorizes a complete release of \$40,050.00 from the construction bond for County Green LLC – The Woods at Wheatland Subdivision, Lots 1-7 & Residue (File #07-22), for a new construction bond amount of \$40,050.00. This project is located on the west side of Berryville Pike (Route 340) just south of its intersection with Wheatland Road (Route 340/2). The construction bond is being re-secured with Cash in Escrow Agreement from The Bank of Charles Town, Charles Town, West Virginia.

In summary, you are hereby authorized to fully release the remaining amount for the above referenced Irrevocable Letter of Credit, originally issued in the amount of \$257,986.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

, President
Jefferson County Commission

:rfb

cc: Mr. Louis B. Athey
County Green, LLC
925 East Washington Street
Suite 105
Charles Town, WV 25414
Department of Engineering

ESCROW AGREEMENT

THIS AGREEMENT dated this 23 day of DECEMBER 2010, by and between COUNTY GREEN, LLC, having its address at P.O. Box 27, Rippon, West Virginia 25441, party of the first part, and Bank of Charles Town, having its address at 111 E. Washington Street, Charles Town, West Virginia, as Escrow Agent for the County Commission of Jefferson County, West Virginia, party of the second part.

WITNESSETH that the party of the first part has this day deposited with the party of the second part the sum of FORTY THOUSAND FIFTY DOLLARS AND NO CENTS (\$40,050.00), as security for its undertaking to complete construction of the required seeding, stabilization and associated appurtenances to serve The Woods at Wheatland Subdivision, Lots 1-7 & Residue, as more particularly described in Planning Commission File #07-22. This construction is to be subject to the supervision and approval of the County Commission of Jefferson County acting by and through the Jefferson County Department of Engineering. Construction must be completed by April 21, 2011.

The parties hereto agree that the escrow agent shall hold the respective funds as security for the performance of said undertakings by the party of the first part, and that respective funds may not be released to the party of the first part without the approval in writing of the County Commission of Jefferson County or the Jefferson County Planning Commission.

In case of default, the escrow agent shall be obliged to turn over to the County Commission of Jefferson County the escrowed funds or any part thereof, for the completion of the required installations and improvements.

ATTEST:

Louis B. Athey

DATE: 12/24/10

OWNER/DEVELOPER
COUNTY GREEN, LLC

BY: [Signature]

PRINT NAME: LOUIS B. ATHEY

TITLE: MANAGING MEMBER

DATE: _____

ATTEST:

David W. Irvin

DATE: 12-27-10

BANK OF CHARLES TOWN

BY: [Signature]

PRINT NAME: DAVID W. IRVIN

TITLE: SENIOR VICE PRESIDENT

DATE: 12/27/10

AFFIX BANK SEAL

Commission Office Use Only

Date on Agenda: 1-6-2011

Appt Time or New Business: 11:00 AM

#4

AGENDA REQUEST FORM

Name: ~~Roger Goodwin~~ Mike Cassell, Esquire

Department or Entity: ~~Engineering Department~~

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

Date Requested - 1st Choice: 01-06-2011

Date Requested - 2nd Choice: _____

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

Subject: The Woods of Wheatland Lots 1-7 and Residue - PC File #07-22
Release of the Contingency Amount of the Construction Bond

Please provide the County Commission with a description of your request or presentation, including any background information: **Request for a release of the security for the Bond in this matter as follows: release of the \$33,650.00 contingency fee for \$6,400.00 of grass that has already been planted. Accordingly, release of the bond down to \$7,360.00 which would cover the grass to be replanted if it fails, and a 15% contingency amount of the grass portion of the Bond.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve the release of the \$33,650.00 contingency fee for \$6,400.00 of grass that has already been planted and release of the bond down to \$7,360.00 to cover grass to be replanted if it fails, and provide a 15% contingency amount of the grass portion of the Bond.**

Attachments: Letter dated December 30, 2010 from J. Michael Cassell, Esquire, attorney for owner of The Woods at Wheatland.

December 30, 2010

The County Commission of Jefferson County
P.O. Box 250
124 East Washington Street
Charles Town, WV 25414

In Re: The Woods at Wheatland Lots 1-7 and Residue – PC File #07-22
Release of the Contingency Amount of the Construction Bond

Dear Honorable Commissioners:

The owner of the Woods at Wheatland retained me to represent him in this matter. The Woods at Wheatland is a small 7 lot subdivision with an approved gravel road. The original bond was in the amount of \$257,985.83, which included the 15 % contingency amount of \$33,650.00. The bond was partially released at the last County Commission meeting down to \$40,050.00, which includes the \$6,400.00 for the final stabilization (grass growing) and the entire \$33,650.00 contingency amount. All of the areas have been seeded and grass is partially growing. However, the grass won't be at the appropriate height and thickness until sometime in spring. During these economically depressed times, it is very hard to have almost seven times (7x) the amount of the remaining improvements held in a contingency bond for evidence of grass growth four or five months from now. As such, we are respectfully requesting that the County release the bond down to \$7,360.00, which would include the \$6,400.00 for the grass growth and 15 % contingency of the remaining amount.

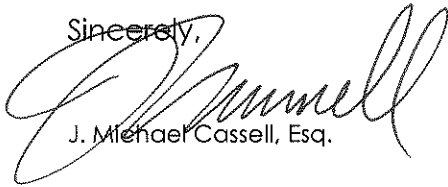
The Woods at Wheatland has one inspected and approved gravel road. There are no central utilities that would impact the integrity of the road. Furthermore, there is only one house under construction at the Woods. The Woods also has been properly inspected by the County and as-builts of the stormwater management and drainage facilities have been prepared, certified and submitted by the project engineer, William H. Gordon Associates, Inc.

Mr. Roger Goodwin, P.E., Chief County Engineer, and his staff have implemented a system of regimented inspections supplemented with as-builts requirements and engineer certifications that verify that all improvements are constructed according to the approved plans. Mr. Goodwin's system of inspections and releases has built-in checks and balances to properly protect the County.

Please consider this letter to be a request for a release of the security for the Bond in this matter as follows. This system would not be adversely affected by the release of the \$33,650.00 contingency fee for \$6,400.00 of grass that has already been planted. Accordingly, we would respectfully ask that the bond be released down to \$7,360.00 which would cover the grass to be replanted if it fails, and a 15 % contingency amount of the grass portion of the bond.

Please place this request on the Agenda for the Meeting on Jan. 6, 2011. Thank you for your consideration of this request.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Michael Cassell". The signature is fluid and cursive, with the first name "J." being small and the last name "Cassell" being larger and more prominent.

J. Michael Cassell, Esq.

Commission Office Use Only

Date on Agenda: 1-6-11

Appt Time or New Business: 11:45

#5

AGENDA REQUEST FORM

Name: Barbara Miller

Department or Entity: Homeland Security and Emergency Management

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: January 6, 2010

Date Requested – 2nd Choice: _____

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

Subjects:

1. Memorandum of Understanding with Hollywood Casino at Charles Town Races
2. Re-appointments to JCHSEM Steering Committee
3. Sheriff Bobby Shirley and I are requesting an executive session to discuss matters of Homeland Security.
4. Don't Drop the Ball--Resolve to Be Ready in 2011 Campaign

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

1. I have worked with a representative of Hollywood Casino at Charles Town Races to develop a memorandum of understanding for them to provide their available resources during large emergencies and disasters (available fuel for emergency vehicles when fuel in the community becomes scarce or otherwise not available; food and drink resources for mass feeding in case of a large influx of people from outside the area coming to Jefferson County that is above the capabilities to provide mass care by the Red Cross; to provide its available shuttle buses, fuel, and drivers in the event that evacuation is required; to provide at least one individual to serve on JCHSEM committees and attend meetings relevant to this MOU or as appropriate; committing to develop an internal risk and vulnerability assessment of their buildings and grounds; commits to have an keep current a business continuity plan for their facility; and to have personnel to monitor the NOAA weather radio for watches and warnings of severe weather.) They have already signed this MOU. (see attachment)
2. Attached is a letter from John Sherwood, Chair of the Jefferson County Homeland Security and Emergency Management Steering Committee requesting approval for appointments to the committee. According to the by-laws, "The Steering Committee shall consist of fourteen members, appointed by the County Commission. Appointments shall be for a period of two years. New appointments or reappointments will be made at the first (steering committee) meeting of each calendar year." Also attached is the complete list of Steering Committee Members, their terms, and the resumes of those who are being submitted. The Steering Committee works with the Director to steer the activities of the organization.

3. Information is of a sensitive nature and will be provided in the executive session.
4. FEMA has developed a preparedness campaign called, "Don't Drop the Ball, Resolve to Be Ready in 2011." This is a national citizen preparedness campaign. I will be giving Ready Packets to all of the County Commissioner's so that they and their families can "Be Ready" for disasters.

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

1. I move to approve the Memorandum of Understanding with Hollywood Casino at Charles Town Races.
2. I move to approve the following persons to serve on the Jefferson County Homeland Security and Emergency Management Steering Committee for a period of 2 years: Pamela Holstein-Wallace (Representing WV Region 3 Homeland Security); Holly Morgan-Frye (Representing Education-Shepherd University); Jefferson County Sheriff, Bobby Shirley (Representing Law Enforcement); Mason Carter (Representing Engineering/Zoning); Kelly Parsons (Representing Private Industry); and Amy Jones (Representing Health).
3. No motion or action is required for this item. For information only.
4. No motion or action is required for this item. For information only.

Attachments:

1. Memorandum of Understanding
2. Letter from John Sherwood, Chair, JCHSEM Steering Committee
3. List of current steering committee members and their terms
4. Additional information on each person that is being recommended for reappointment.

**Emergency Management Memorandum of Understanding (MOU) between Jefferson
County Homeland Security and Emergency Management (A Department of the Jefferson
County Commission) and Hollywood Casino at Charles Town Races**

WHEREAS, Jefferson County and Hollywood Casino at Charles Town Races are subject to danger and damage anytime from flooding, tornadoes, high winds, microbursts/downbursts, lightning, snowstorms, hazardous material incidents and other act of nature or terrorism; and

WHEREAS, Jefferson County Homeland Security and Hollywood Casino at Charles Town Races propose this Emergency Management Memorandum of Understanding (MOU) to establish a formal relationship between Jefferson County Homeland Security and Hollywood Casino at Charles Town Races in support of Emergency Management planning, response and recovery programs; and

WHEREAS, Jefferson County Homeland Security and Emergency Management's mission is to reduce the loss of life and property and protect its citizens and the environment from all types of hazards through a comprehensive, risk-based, all-hazards emergency management program of mitigation, preparedness, response and recovery; and

WHEREAS, the Hollywood Casino at Charles Town Races has many of the resources that could be needed in a large emergency or disaster; and recognize the need to maintain a strong coordination at the county level that ensures efficient use of all available resources; and

WHEREAS, Hollywood Casino at Charles Town Races also recognizes its role in the community and its importance to the economy and welfare of the community, the people, and the institutions therein;


WHEREAS, Jefferson County would benefit from the development and adoption of this MOU; and

WHEREAS, both parties agree to, but not limited to the following:

- The purpose of this MOU is to enhance and maximize Homeland Security and Emergency Management program capabilities for the purpose of protection of the public health and safety in Jefferson County, West Virginia;
- Hollywood Casino at Charles Town Races will provide its available fuel for Emergency Vehicles during times of large emergencies or disasters where fuel in the community becomes scarce or otherwise not readily available;
- Hollywood Casino at Charles Town Races will provide food and drink resources for the purpose of mass feeding in case of a large influx of people from outside of the county coming to this area, or to people in Jefferson County in case of a disaster that may require mass feeding beyond the capabilities of the local chapter of the American Red Cross;
- Hollywood Casino at Charles Town Races will provide its available shuttle buses, fuel, and drivers in the event that evacuation is required during a large emergency or disaster;

- Hollywood Casino at Charles Town Races shall appoint at least one individual representative to serve on JCHSEM Committees and to attend meetings relevant to this MOU, or as appropriate;
- Hollywood Casino at Charles Town Races commits to develop an internal risk and vulnerability assessment of their buildings and grounds;
- Hollywood Casino at Charles Town Races commits to have and keep current a business continuity Plan for their facility;
- Hollywood Casino at Charles Town Races commits to having personnel to monitor the NOAA weather radio for information on watches and warnings for severe weather and to take appropriate actions;
- This MOU becomes effective on the date of execution and shall remain in effect unless terminated by written notification by either jurisdiction to the other.
- This MOU may be amended by written mutual agreement.

Signed this 17th day of December, 2010



Signature Al Britton, General Manager
NAME AND TITLE OF Hollywood Casino at Charles Town Races

Signature _____
Lyn Widmyer, President, Jefferson County Commission



Jefferson County Office of Homeland Security and Emergency Management
28 Industrial Blvd., Suite 101
Kearneysville, WV 25430

Jefferson County Commissioners:

Lyn Widmyer, President

Patsy Noland, Vice President

Dale Mammel

Frances Morgan

James Surtkamp

**Jefferson County Office of Homeland Security
and Emergency Management Steering Committee:**

John Sherwood, Chair

Amy Jones, Vice Chair-Jefferson County Department of Health

Katherine Dunbar, Good Shepherd Inter-Faith Caregivers

Mason Carter, Jefferson County Department of Engineering

Jeffrey A. Polczynski, EPN, Jefferson County Emergency Communications Center

Dale Mammel, County Commission Representative

Kelly Parsons, Nichols, DeHaven & Associates

Ed Smith, Fire & Rescue Representative

Bobby Shirley, Jefferson County Sheriff

Paul Espinosa, Frontier Communications

Tom Bayuzik, Jefferson County Development Authority

Pamela Holstein-Wallace, Region 3 Homeland Security Planner

Holly Morgan-Frye, Shepherd University Service Learning Program

Amy Grove, Eastern Panhandle Chapter, American Red Cross

Staff:

Barbara J. Miller, CEM, CFM
Director
304-725-3290 Office
204-283-4227 Mobile
bmiller@jeffersoncountywv.org

Terry Mahling, Planner/Program Manager/
Deputy Director
304-725-3229 Office
304-279-3229 Mobile
tmahling@jeffersoncountywv.org

Jennifer D. Maggio, Administrative Assistant,
Public Information Officer and Volunteer Coordinator
304-724-8814 Office
304-279-3135 Mobile
jmaggio@jeffersoncountywv.org

Fax: 204-725-3229

December 7, 2010

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

Dear Commissioners:

At a meeting of the Jefferson County Homeland Security and Emergency Management Steering Committee/Citizen Corps Council this day, a motion by the body was unanimously passed to propose to you the following people to be reappointed to continue to serve on the committee:

- Amy Jones (Represents Health)
- Kelly Parsons (Represents private industry)
- Mason Carter (represents Engineering and Zoning)
- Bobby Shirley (Represents Law Enforcement)
- Holly Morgan-Frye (represents education-Shepherd University)
- Pamela Holstein-Wallace (WV Region 3 Homeland Security Coordinator)

Per our by-laws, "The Steering Committee shall consist of fourteen members, appointed by the County Commission. Appointments shall be for a period of two years. New appointments or reappointments will be made at the first meeting of each calendar year."

Others currently serving on the steering committee are: John Sherwood, (Chamber of Commerce Representative), Ed Smith (Fire and Rescue Representative), Tom Bayuzik (Development Authority Representative), Amy Grove (Red Cross Representative), Jeff Polczynski (Communications Representative), and Paul Espinosa (Utilities Representative), and Katherine Dunbar (Non-Governmental Organization Representative). The 14th member is the County Commission's representative.

Thank you for your attention to these appointments and for your continued support.

Sincerely,

John Sherwood,
Chair

Jefferson County Homeland Security and Emergency Management Steering Committee

(Also serves as the Jefferson County Citizen Corps Council)

Current Members:

John Sherwood, Chairman-Represents the Jefferson County Chamber of Commerce (2012)

Tom Bayuzik, Jefferson County Development Authority (2012)

Katherine Dunbar, Good Shepherd Inter-Faith Caregivers-Non-Govt. Agencies (2012)

Jeff Polczynski, Emergency Communications (2012)

Mason Carter, Planning, Zoning & Engineering (2011)

Dale Manuel, County Commission Representative (2011)

Kelly Parsons, Nichols, DeHaven & Associates –Private Industry Representative (2011)

Ed Smith-Jefferson County Fire & Rescue (2012)

Bobby Shirley, Jefferson County Sheriff (2011)

Paul Espinosa-Utility Company Representative (2012)

Amy Grove, Eastern Panhandle Chapter, American Red Cross (2012)

Pamela Holstein-Wallace, Region 3 Homeland Security Planner-WV Dept. of Military Affairs & Public Safety (2011)

Amy Jones, Jefferson County Department of Health (2011)

Holly Morgan-Frye, Shepherd University Service Learning Program (2011)

Barbara Miller

From: Jones, Amy B [Amy.B.Jones@wv.gov]
Sent: Wednesday, December 08, 2010 10:20 AM
To: Barbara Miller
Subject: RE: Need short Bio

Administrator at health dept. for 3 years with a masters in administration. Registered nurse for 20 years. I don't know what else. :)

Amy B. Jones, MSN
Administrator
Jefferson County Health Department

From: Barbara Miller [mailto:bmiller@jeffersoncountywv.org]
Sent: Tuesday, December 07, 2010 12:00 PM
To: Jones, Amy B; 'Mason Carter'; Bobby Shirley; Holly Morgan Frye
Subject: Need short Bio

Please send me a very short bio about you to submit to the County Commission for your reappointment to the Jefferson County Homeland Security and Emergency Management Steering Committee. I will need these no later than December 17th. Thank you!
Barb



Barbara J. Miller, CEM, CFM
Director,
Jefferson County Homeland Security and Emergency Management
28 Industrial Blvd., Suite 101
Kearneysville, WV 25430
(304) 728-3290 Phone
(304) 728-3320 Fax
(304) 283-4227 Blackberry
bmiller@jeffersoncountywv.org

Kelly M. Parsons, PHR
P.O. Box 610
Charles Town, WV 25414
(304) 725-6525 ext. 124
kparsons@nicholsdehaven.com

Employment Information:

Nichols DeHaven & Assoc. CPAs, PLLC – V.P. Firm Administration/Human Resources:
1986- Present

Independent Life & Health Insurance Agent: 2005-Present

Education:

Graduate of Mountain State University with a Bachelor of Science in Organizational
Leadership Management & Development

Licensed life, accident and health insurance agent

PHR (Professional of Human Resources) designation.

Civic Involvement:

Jefferson County Homeland Security and Emergency Management-
Member of Steering Committee & Animals in Disaster Committee

Society for Human Resource Management- member of National & Eastern Panhandle
Chapter

Jefferson County March of Dimes- Walk Committee

Eastern Panhandle County Chapter of the American Red Cross- Human Resources
Committee

My name is David Mason Carter and I was hired in May 4 2002, to enforce the county ordinances as the Ordinance Compliance Officer. I work in the Jefferson County Engineering Department. I also issue permits and assist citizen with permit, and Floodplain questions. I was certified as a floodplain manager this year 2010.

D. Mason Carter, CFM
Ordinance Compliance Officer
116 East Washington St
P.O Box 716
Charles Town, WV 25414

Barbara Miller

From: Holly Frye [hfrye@shepherd.edu]
Sent: Wednesday, December 22, 2010 12:31 AM
To: Barbara Miller
Subject: RE: Need Bio ASAP!

Here you go. Delete, add to, or make up stuff as needed!! Merry Christmas!

Holly Morgan Frye (no hyphen)

Employment:

Director, Student Community Services and Service Learning at Shepherd University since Nov 2001

- coordinates community service/volunteer outreach programs for the campus;
- assists with the incorporation of service learning in the classroom curriculum through outreach initiatives designed to both enhance student learning and provide volunteer support to the community;
- serves as advisor of Rotaract (collegiate level of Rotary International), Habitat for Humanity, and Alpha Phi Omega;
- coordinates the American Cancer Society's Relay For Life of Shepherd University, the Alternative Spring Break, and the Big Ram, Little Ram program
- Served on several campus committees including Strategic Planning Committee and General Studies Committee.

Personal:

- Lifelong resident of Jefferson County
- wife of Jim Frye; mother of Trey, 19, and Donovan, 10
- daughter of MaryAnn Morgan and the late D. Lee Morgan
- Member, Christ Reformed Church, Shepherdstown

Education:

- BA Communications, McDaniel College
- MA College Student Development and Administration, Shepherd University

Volunteer:

- Shepherdstown Rotary Club, Board of Directors
- Shepherdstown Visitor's Center, Board of Directors
- Former 4-H Leader
- Harpers Ferry Community Relations Council
- Jefferson County Homeland Security and Emergency Management, Steering Committee

Barbara Miller

From: PamHWallace@aol.com
Sent: Monday, December 06, 2010 9:29 PM
To: bmiller@jeffersoncountywv.org
Subject: brief bio

Pamela Holstein-Wallace, MS, MS

Brief Bio

Pamela Holstein-Wallace began serving as West Virginia Homeland Security Region 3 Coordinator in July 2007. She serves as a Governor's appointee for Volunteer West Virginia, the State's Commission for National and Community Service and serves on the state's Citizen Corps Council. In addition, Ms. Holstein-Wallace serves on the Board of Directors for the United Way of the Eastern Panhandle. She teaches part-time with American Public University/American Military University and currently resides in Charles Town, West Virginia.

Ms. Holstein-Wallace began her career as the Community Relations and Development Director of Jefferson Memorial Hospital and was a member of the senior leadership team. She served as Chairperson for Jefferson County's Local Emergency Planning Committee and as co-Chair of Berkeley County's Local Emergency Planning Committee. She had many roles throughout the region as Public Health Threat Preparedness Coordinator Regional Public Health Training Lead and Risk Communicator. Ms. Holstein-Wallace holds an undergraduate degree in Psychology from the University of South Carolina and two Master of Science degrees from West Virginia University: Community Health Education and Integrated Marketing Communication.

Pamela Holstein-Wallace, MS, MS
WV Homeland Security Region 3 Coordinator
304-279-3819
pamhwallace@aol.com
www.volunteerwv.org

To avoid unwanted email, if you would like to be removed from this list, please send me an email with "REMOVE ME" in the subject line.

Commission Office Use Only

#6

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Nichelle Hosby

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 3-5 minutes

Date Requested – 1st Choice: January 06, 2011

Date Requested – 2nd Choice: _____

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

Subject: **Approval of Board of Review and Equalization Notice**

Please provide the County Commission with a description of your request or presentation, including any background information: **The Commission needs to approve the release of Notice for dates for the Board of Review and Equalization Notice to be posted and released. The Notice (see attached) has been approved by the Assessor.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve the Notice of Board of Review and Equalization as presented.**

Attachments:

NOTICE
Board of Review and Equalization

The County Commission of Jefferson County will convene as a Board of Review and Equalization in the County Commission Courtroom at the Courthouse of said County on Tuesday, February 1, 2011, at 1:30 p.m., for the purpose of reviewing and equalizing assessments returned by the Assessor of Jefferson County for the year 2011.

The Commission will continue to sit as a Board of Review and Equalization on Thursday, February 3rd, 2011, at 1:30 p.m., Tuesday, February 8th, 2011, at 1:30 p.m., Thursday, February 10th, 2010, at 1:30 p.m., and thereafter, until all questions concerning assessments are heard.

Persons wishing to appear before the Commission must apply to the Assessor no later than Friday, February 11th, 2011, at noon, in order to complete the proper forms and to schedule a hearing date prior to the final date of Tuesday, February 15th, 2011.

Given under my hand this 6th day of January, 2011.

/s/

JENNIFER MAGHAN, COUNTY CLERK
JEFFERSON COUNTY COMMISSION

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

#7

AGENDA REQUEST FORM

Name: Ralph Lorenzetti

Department or Entity: Prosecuting Attorney

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: 1-6-2011

Date Requested – 2nd Choice: _____

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

Subject: **Approval of hiring Kimberly D. Crockett, Esq. as an Assistant Prosecutor**

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): **Motion to approve the hiring of Kimberly D. Crockett, Esq. as an Assistant Prosecutor.**

Attachments:

Tim Boyde

From: Ralph Lorenzetti [rlorenzetti@jeffersoncountywv.org]
Sent: Monday, December 20, 2010 3:51 PM
To: tboyde@jeffersoncountywv.org
Cc: KimberleyCrockett@msn.com; lorenzet1@earthlink.net
Subject: New Assistant Prosecutor

Tim Boyde, County Administrator

The Prosecuting Attorney's Office after reviewing 25 applications and conducting 8 interviews, offered Kimberley D. Crockett, Esq. the position of Assistant Prosecutor with the Jefferson Prosecuting Attorney's Office. Today Counselor Crockett accepted said position beginning January 3, 2011. The agreed upon initial salary will be \$68,124.06/year with normal benefits. However, it should be noted that although this was the budgeted amount (Grade VI-2) due the initial plan to hire a "civil" attorney, Counselor Crockett's job description is for a Criminal Assistant Prosecutor and she will be functioning as such. Therefore, it is the intent to correct the level to Grade VII-2, \$78,604.69 in the budget year beginning July 2011. Ms Crockett has eight years legal experience, including six years as an assistant prosecuting attorney. Also, she has attended the NDAA National Advocacy Center including courses in Trial Advocacy, Cross Examination, Advance Powerpoint, Prosecutor's Bootcamp and Sexual Assault and Violent Crimes. As a law student at WVU Counselor Crockett was a Who's Who among American Law Students, a member of the Lugar Moot Trial Travel Team, and a W.E.B. DuBois Graduate Fellow. She will be handling a full load of Felony, Juvenile, and Abuse & Neglect cases. Stephanie F. Grove, Esq. and Stephen V. Grove, Esq. will function as the civil attorneys for the county government. Please set her introduction to the County Commissioners for Thursday, January 6th. I will arrange her Oath before Judge Sanders and the County Clerk during that week.

Sincerely, RALPH LORENZETTI, Prosecuting Attorney

#8

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

AGENDA REQUEST FORM

Name: _____

Department or Entity: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: January 6, 2011

Date Requested – 2nd Choice: _____

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

Subject: Appointment of Liason from the Jefferson County Commission to the IT Advisory Committee

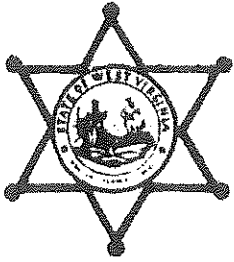
Please provide the County Commission with a description of your request or presentation, including any background information:

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

Attachments:

#9

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



SHERIFF and TREASURER *of Jefferson County*

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

October 28, 2010

MEMORANDUM

To: Jefferson County Commission
From: Sheriff Robert E. Shirley
Re: Approval of new appointments

The Jefferson County Deputy Sheriff Reserves is a volunteer organization and invaluable part of the Jefferson County Sheriff's Office. The members assist the Sheriff's Office in ways too numerous to list, but a few of the ways they bring additional support to the office is thru traffic control, serving process and aiding in security at events like the Jefferson County Fair and Arts and Crafts Festival.

It always pleases me to present you with a name for someone who wants to join this group. Today, I am especially happy to be able to request approval for two individuals who have the desire to further serve their community. Therefore I am seeking favorable consideration in the appointment of **Stacey Michelle Morgan** and **Monica Lynn Megonigal** to the Jefferson County Deputy Reserve Program.

Both individuals have undergone a background investigation and have been deemed suitable for appointment.

If you have any questions or are in need of additional information, please feel free to contact me.

Sincerely,

Robert E. Shirley
Sheriff and Treasurer
Jefferson County

RECEIVED

DEC 29 2010

Jefferson County Commission

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

#10

AGENDA REQUEST FORM

Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Entity: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: January 6, 2011

Date Requested – 2nd Choice: _____

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

Subject: Community Participation Grant Program - Approval of Grant Contract, Resolution and Agreement

Please provide the County Commission with a description of your request or presentation, including any background information: **Second phase of the Community Participation Grant Program - Grant Contract Approval and Resolution**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve the Grant Contracts, Resolutions and Agreements and to authorize the President of the County Commission to affix his/her signature to the appropriate documents**

Attachments: Grant Contracts, Resolutions and Agreements

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

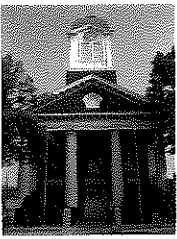
RESOLUTION

The County Commission of Jefferson County, met on January 6, 2011 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission has agreed to assist the Jefferson County Coalition on Substance Abuse to enclose a covered carport adjacent to the Boys and Girls Club with funds made available through the Governor's Community Participation Grant program in the amount of \$6,500.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission hereby authorizes the President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office and to receive and administer grant funds pursuant to provision of the Governor's Community Participation Grant Program.

Signed: _____
COUNTY CLERK



THE COUNTY COMMISSION OF JEFFERSON COUNTY

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



Phone: 304/728-3284

www.jeffersoncountywv.org

Fax: 304/725-7916

Letter of Agreement
Community Participation Grant
between the
Jefferson County Commission
and the

Jefferson County Coalition on Substance Abuse

THIS AGREEMENT, entered into this _____ day of _____, 2011, by the Jefferson County Commission and the Jefferson County Coalition on Substance Abuse its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Jefferson County Coalition on Substance Abuse to perform specific tasks through funding from the Governor's Community Participation Grant Program.

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

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

JEFFERSON COUNTY COMMISSION

President

JEFFERSON COUNTY COALITION ON SUBSTANCE ABUSE

By: _____
Title: _____

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

September 29, 2010

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

Dear Commissioner Manuel:

Congratulations on Governor Manchin's recent fiscal year 2010 Community Participation Grant award, in the amount of \$6,500 to the Jefferson County Commission to create private counseling areas and office space for the ~~Jefferson County Coalition on Substance Abuse~~. The project will include the enclosure of a covered carport adjacent to the Boys and Girls Club. Enclosed with this correspondence is a state/local contract between the West Virginia Development Office and the Jefferson County Commission.

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

The contract period outlined in this contract will expire June 30, 2011, without written authorization from the West Virginia Development Office and the reappropriation of funds by the West Virginia Legislature.

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

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

Sincerely,



Brandi O'Dell
Community Development Division

BO:kd

Enclosure

Project Number: 10LEDA0590

RECEIVED

OCT - 6 2010

Jefferson County Commission

GOVERNOR'S COMMUNITY PARTICIPATION

GRANT PROGRAM CONTRACT

between the

WEST VIRGINIA DEVELOPMENT OFFICE

and the

JEFFERSON COUNTY COMMISSION

THIS AGREEMENT, entered into this 1st day of July, 2009, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

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

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

1. **Assistance of the Grantee**. The WVDEVO hereby agrees to assist the Grantee including all authorized officers, agents, and representatives, to perform such tasks and functions as set forth below in the scope of services.
2. **Scope of Services**. The Grantee, or its designated agent, shall do, perform and carry out, in a satisfactory and proper manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to create private counseling areas and office space for the Jefferson County Coalition on Substance Abuse. The project will include the enclosure of a covered carport adjacent to the Boys and Girls Club.
3. **Personnel**. The Grantee represents that it has, or will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.
4. **Time Performance**. The Grantee will commence its duties under this Contract on July 1, 2009, and such duties shall be undertaken and completed in such sequences as to assure their expeditious completion in the light of the purpose of the Contract; but, in any event, all of the services required hereunder shall be completed by June 30, 2011. The completion date of this contract may only be extended by mutual written agreement of both parties dependent on the reappropriation of funds under the Governor's Community Participation Grant program. If no such agreement exists, the Grantee shall not receive payment for services rendered or work performed relative to this grant after June 30, 2011.

5. **Compensation.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$6,500. This amount constitutes complete compensation for all services rendered. In no instance shall the agreed upon compensation exceed \$6,500 without the written consent of the Governor of the State of West Virginia.

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

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

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

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

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

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

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

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

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

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

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

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

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

Any contracts under this agreement must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. This law applies to all construction contracts, regardless of cost. The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kelley M. Goes, Executive Director

JEFFERSON COUNTY COMMISSION

By: _____
President

Federal Employee Identification Number

55-6000333

F.E.I.N.

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

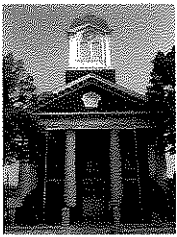
RESOLUTION

The County Commission of Jefferson County, met on January 6, 2011 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission has agreed to assist the Jefferson County Coalition on Substance Abuse to enclose a covered carport adjacent to the Boys and Girls Club with funds made available through the Governor's Community Participation Grant program in the amount of \$2,000.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission hereby authorizes the President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office and to receive and administer grant funds pursuant to provision of the Governor's Community Participation Grant Program.

Signed: _____
COUNTY CLERK



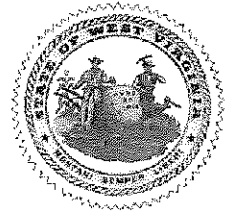
THE COUNTY COMMISSION OF JEFFERSON COUNTY

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

Phone: 304/728-3284

www.jeffersoncountywv.org

Fax: 304/725-7916



Letter of Agreement
Community Participation Grant
between the
Jefferson County Commission
and the

Jefferson County Coalition on Substance Abuse

THIS AGREEMENT, entered into this _____ day of _____, 2011, by the Jefferson County Commission and the Jefferson County Coalition on Substance Abuse its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Jefferson County Coalition on Substance Abuse to perform specific tasks through funding from the Governor's Community Participation Grant Program.

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

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

JEFFERSON COUNTY COMMISSION

President

JEFFERSON COUNTY COALITION ON SUBSTANCE ABUSE

By: _____
Title: _____

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

September 29, 2010

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

Dear Commissioner Manuel:

Congratulations on Governor Manchin's recent fiscal year 2010 Community Participation Grant award, in the amount of \$2,000 to the Jefferson County Commission to create private counseling areas and office space for the ~~Jefferson County Coalition on Substance Abuse~~. The project will include the enclosure of a covered carport adjacent to the Boys and Girls Club. Enclosed with this correspondence is a state/local contract between the West Virginia Development Office and the Jefferson County Commission.

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

The contract period outlined in this contract will expire June 30, 2011, without written authorization from the West Virginia Development Office and the reappropriation of funds by the West Virginia Legislature.

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

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

Sincerely,



Brandi O'Dell
Community Development Division

BO:kd

Enclosure

Project Number: 10LEDA0505

RECEIVED

OCT - 6 2010

Jefferson County Commission

GOVERNOR'S COMMUNITY PARTICIPATION

GRANT PROGRAM CONTRACT

between the

WEST VIRGINIA DEVELOPMENT OFFICE

and the

JEFFERSON COUNTY COMMISSION

THIS AGREEMENT, entered into this 1st day of July, 2009, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

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

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

1. **Assistance of the Grantee.** The WVDEVO hereby agrees to assist the Grantee including all authorized officers, agents, and representatives, to perform such tasks and functions as set forth below in the scope of services.
2. **Scope of Services.** The Grantee, or its designated agent, shall do, perform and carry out, in a satisfactory and proper manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to create private counseling areas and office space for the Jefferson County Coalition on Substance Abuse. The project will include the enclosure of a covered carport adjacent to the Boys and Girls Club.
3. **Personnel.** The Grantee represents that it has, or will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.
4. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2009, and such duties shall be undertaken and completed in such sequences as to assure their expeditious completion in the light of the purpose of the Contract; but, in any event, all of the services required hereunder shall be completed by June 30, 2011. The completion date of this contract may only be extended by mutual written agreement of both parties dependent on the reappropriation of funds under the Governor's Community Participation Grant program. If no such agreement exists, the Grantee shall not receive payment for services rendered or work performed relative to this grant after June 30, 2011.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any contracts under this agreement must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. This law applies to all construction contracts, regardless of cost. The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks.

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

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

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

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

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

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

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

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

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

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

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

17. **Facilities Accessible to the Handicapped.** The Grantee shall require any facilities constructed under the auspices of this Contract to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A111.1-1961, as modified (41CFR101-17.1703 and (13CFR309.14)). The Grantee shall be responsible for conducting inspections to ensure compliance with these specifications.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Kelley M. Goes, Executive Director

JEFFERSON COUNTY COMMISSION

By: _____
President

Federal Employee Identification Number

SS-6000333

F.E.I.N.

Departmental Correspondence

To _____ Dept _____

From _____ Dept _____

Subject _____ Date _____
Scan - O Drive - file under Policies & Procedures
Post on web
Copy to all cardholders
Copy for notebook - PC card
Copies for policy notebooks

15

<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 – 1st Choice: December 16, 2010

Date Requested – 2nd 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: **Purchasing Card Procedures - Draft**

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

MOVE TO APPROVE WITH A \$250.00 LIMIT

APPROVED

DEC 13 2010
The County Commission
of Jefferson County
Charles Town, WV

JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

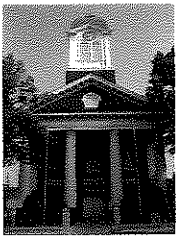
RESOLUTION

The County Commission of Jefferson County, met on January 6, 2011 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission has agreed to assist the Jefferson County Literacy Volunteers of the Eastern Panhandle to purchase educational materials with funds made available through the Governor's Community Participation Grant program in the amount of \$1,500.

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission hereby authorizes the President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office and to receive and administer grant funds pursuant to provision of the Governor's Community Participation Grant Program.

Signed: _____
COUNTY CLERK



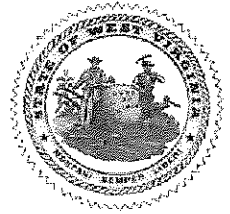
THE COUNTY COMMISSION OF JEFFERSON COUNTY

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

Phone: 304/728-3284

www.jeffersoncountywv.org

Fax: 304/725-7916



Letter of Agreement
Community Participation Grant
between the
Jefferson County Commission
and the
Literacy Volunteers of the Eastern Panhandle

THIS AGREEMENT, entered into this _____ day of _____, 2011, by the Jefferson County Commission and the Literacy Volunteers of the Eastern Panhandle its officers, agents, and representatives.

WITNESS THAT:

WHEREAS, the Jefferson County Commission has promised and agreed to act as funding agency to assist Literacy Volunteers of the Eastern Panhandle to perform specific tasks through funding from the Governor's Community Participation Grant Program.

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

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

JEFFERSON COUNTY COMMISSION

President

LITERACY VOLUNTEERS OF THE EASTERN PANHANDLE

By: _____
Title: _____

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

September 29, 2010

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

Dear Commissioner Manuel:

Congratulations on Governor Manchin's recent fiscal year 2010 Community Participation Grant award, in the amount of \$1,500 to the Jefferson County Commission to purchase educational materials for the ~~Literacy Volunteers of the Eastern Panhandle~~. Enclosed with this correspondence is a state/local contract between the West Virginia Development Office and the Jefferson County Commission.

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

The contract period outlined in this contract will expire June 30, 2011, without written authorization from the West Virginia Development Office and the reappropriation of funds by the West Virginia Legislature.

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

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

Sincerely,



Brandi O'Dell
Community Development Division

BO:kd

Enclosure

Project Number: 10LEDA0621

RECEIVED

OCT 6

Jefferson County Commission

**GOVERNOR'S COMMUNITY PARTICIPATION
GRANT PROGRAM CONTRACT**

between the

WEST VIRGINIA DEVELOPMENT OFFICE

and the

JEFFERSON COUNTY COMMISSION

THIS AGREEMENT, entered into this 1st day of July, 2009, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

WITNESS THAT:

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

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

1. **Assistance of the Grantee.** The WVDEVO hereby agrees to assist the Grantee including all authorized officers, agents, and representatives, to perform such tasks and functions as set forth below in the scope of services.
2. **Scope of Services.** The Grantee, or its designated agent, shall do, perform and carry out, in a satisfactory and proper manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to purchase educational materials for the Literacy Volunteers of the Eastern Panhandle.
3. **Personnel.** The Grantee represents that it has, or will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.
4. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2009, and such duties shall be undertaken and completed in such sequences as to assure their expeditious completion in the light of the purpose of the Contract; but, in any event, all of the services required hereunder shall be completed by June 30, 2011. The completion date of this contract may only be extended by mutual written agreement of both parties dependent on the reappropriation of funds under the Governor's Community Participation Grant program. If no such agreement exists, the Grantee shall not receive payment for services rendered or work performed relative to this grant after June 30, 2011.
5. **Compensation.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$1,500. This amount constitutes complete compensation for all services rendered. In

no instance shall the agreed upon compensation exceed \$1,500 without the written consent of the Governor of the State of West Virginia.

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

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

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

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

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

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

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

The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds

utilized to pay such construction contracts, must comply with the provisions of West Virginia Code § 21-5A.

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

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

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

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

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

Any contracts under this agreement must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. This law applies to all construction contracts, regardless of cost. The Grantee shall note this requirement in the advertisement for bids and print these wage rates on all bidding blanks.

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

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

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

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

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

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

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

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

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

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

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

17. **Facilities Accessible to the Handicapped.** The Grantee shall require any facilities constructed under the auspices of this Contract to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117.1-1961, as modified (41CFR101-17.1703 and (13CFR309.14)). The Grantee shall be responsible for conducting inspections to ensure compliance with these specifications.

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

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

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

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

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

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

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

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

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

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

27. **Resolution of Disputes.** Resolution of disputes between the State and the Grantee concerning administrative and programmatic matters during the terms of this Agreement shall be initiated through consultation and discussion at the State's Administrative Offices with final decision on questions of policy or fact being determined by the Director of the Community Development Division or his/her designated representative. Nothing in this Agreement shall be construed as making the final decision on a question of law, or to limit in any manner any remedies or recourses available under applicable laws. Citizen's complaints or disputes regarding Grantee performance or actions relative to the approved project are the responsibility of the Grantee.

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

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

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

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

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

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

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

Kelley M. Goes, Executive Director

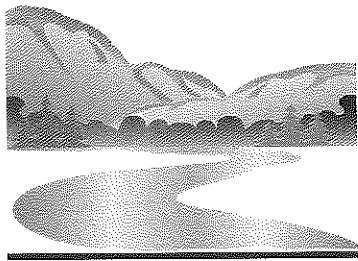
JEFFERSON COUNTY COMMISSION

By: _____
President

Federal Employee Identification Number

55-6000333

F.E.I.N.



The Land Trust of the Eastern Panhandle

November, 2010

Dear Land Trust Supporter:

The annual fall rush to close new conservation easements and monitor the existing ones is on. This year, we expect to add ? new easements- all in cooperation with county Farmland Protection Boards, and to have monitored our 33 existing easements by years end.

The new easements should bring our total portfolio of easements to ?, protecting over ? acres of prime farmland and forest land in the Panhandle. They will also increase the size of areas with enough of a concentration of easements to ensure the continuation of farming for many years to come. Also, in some areas a cluster of easements provides watershed protection for some streams.

This year we held two community outreach events. One event announced the easement on the historic Bower property, which has ties to Adam Steven, founder of Martinsburg and to Confederate General Jeb Stuart, whose headquarters was located on the property in 1862. At the second event we participated in the Washington Family house tour at Harewood. These outreach events provide an excellent opportunity to showcase conservation easements that protect important natural resources and valuable historic sites.

The Land Trust of the Eastern Panhandle does its work with an all-volunteer board and other volunteers, who donate their time for important administrative and operational activities, plus a few contractors for specific technical tasks. The importance of such a model was recognized for the first time at this year's national conference of land trusts organized by the Land Trust Alliance in Hartford, CT. You are an important part of our conservation effort, and we appreciate your support and contributions.

If you have any questions or would like additional information about the Land Trust don't hesitate to call Grant Smith (304-876-2583) or Bonnie Stubblefield (304-274-2350). If you would like to volunteer your time or send a contribution, we can be reached at the address below.

Sincerely,

Grant Smith
President

RECEIVED

DEC 10 2010

Jefferson County Commission



National Watershed Coalition

National Watershed Coalition
P. O. Box 556
Chandler, OK 74834
www.watershedcoalition.org

NWC Officers

Michael Hebert, Chairman
Dan Underwood, Past Chairman
Dan Lowrance, Vice-Chairman
Lou Yee Bridges, Secretary Treasurer
Dan Sebert, Executive Director

The National Watershed Coalition is a nonprofit organization composed of national, regional, state, and local organizations, associations and individuals who advocate using watersheds as the planning and implementation unit when dealing with natural resource problems.

December 2010

A Message from the NWC Chairman

Michael Hebert

Dear Friends of the National Watershed Coalition



This past year was a very eventful and encouraging year for local sponsors of USDA Watershed projects.

We accomplished some important things this past year and I have included some of our activities and accomplishments as well as some of our plans for 2011 in this membership renewal.

We hosted a Watershed Program Strategic Forum in Washington D. C. in March with the Natural Resources Conservation Service (NRCS). NRCS National Watershed Program staff and other NRCS staff members from several states participated in the forum with NWC leadership.

It is important to continue this discussion concerning the future of the Watershed Program. The National Watershed Conference in May 2011 will be a great opportunity to do that. I hope you will be able to attend the conference and provide your input and support for the Watershed Program.

We need your continued support in 2011.

For current members, please renew your membership. For potential members, we encourage you to join the Coalition. Learn more about us at our website: www.watershedcoalition.org.

We exist to provide services and support to project sponsors. A strong membership base and an active national network allows us to be more even more effective in our efforts. I encourage you to fill out the membership form and return it today.

Thanks for your continued support.

Michael Hebert PE, CPESC, CFM
NWC Chairman

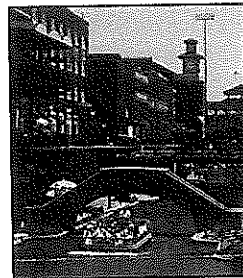
Mark Your Calendars

12th National Watershed Conference
May 15-18, 2011
Oklahoma City, OK.
From Local to Landscape:
A Watershed Based Approach

The 12th National Watershed Conference will provide a forum to examine the challenges, issues, innovations, and policies which are critically important to shaping a relevant and viable future for local watershed partners and projects.

The conference will be held in the "Bricktown" district in downtown Oklahoma City.

For attendees bringing their families this location offers a wide variety of dining, shopping and entertainment facilities.



Visit the NWC website for more information about the conference and <http://www.welcometobricktown.com> for information about what is available in Bricktown.

A Few NWC Activities in 2010:

Planned and executed NWC Operation and Maintenance Workshops in Texas, Mississippi, and Kansas.

Chairman Hebert and Executive Director Dan Sebert made presentations at NRCS National Rehabilitation Training Sessions in North Carolina, Nebraska, and New Mexico.

Published nine Enew editions.

Developed an Operation and Maintenance fact sheet which is available on the NWC website.

Participated in NACD Farm Bill Task Force meetings.

Provided technical assistance to North Dakota, Nebraska, Kansas, Texas, Oklahoma and Virginia project sponsors.

To receive Watershed e-News, send an email message to nwcdl@sbcglobal.net and type "Subscribe" in the subject box. In the main text box please provide us with your name, address and phone number.

Ethics Reporter

Since the Last Reporter

Since the November edition of the **REPORTER**, the West Virginia Ethics Commission published three Advisory Opinions interpreting provisions of the West Virginia Governmental Ethics Act and the laws governing Boards of Education.

At its December 2 meeting, the West Virginia Ethics Commission approved opinions relating to the permissibility of elected public officials using public funds to purchase funeral flowers, the permissibility of a conservation district spending public funds to construct a project on property owned by an elected board member, and the permissibility of a county board of education contracting

with a private club in which board members and school officials own stock.

ADVISORY OPINION REPORT

Advisory Opinion 2010-19 concerned the permissibility of elected public officials using public funds to purchase funeral flowers.

In this case, (potentially applicable to any elected official) the Commission was asked to make a determination on whether public funds can be expended on flowers to express sympathy for individuals who had a close association with the public agency headed by the official. Previously, an elected county sheriff had been using personal funds to honor such individuals on behalf of all members of the sheriff's department. The sheriff is proposing that the use of public funds be limited and narrowly focused so as to not

convey any political messages by honoring general citizens of the county.

In its review of the request, the Ethics Commission examined the provisions of 6B-2-5(b) prohibiting a public employee from using their official position to provide benefits for themselves or others.

In its opinion, the Ethics Commission ruled that there is no provision of state law that would permit an expenditure of public funds as is proposed in connection with funeral ceremonies. Additionally, the Commission opined that elected officials may not use the power of their office to solicit contributions for such expenditures either. While employees may voluntarily contribute to such purchases, the restrictions of the Ethics Act and the Commission's rules are strictly applicable if any solicitations are involved between superior and subordinate officials.

**December, 2010
Page Three**

less than 1% of the club's stock.

The Ethics Commission reviewed the 6B-2-1(f) definition of "immediate family" and the language of 6B-2-5(d)(1) and (3) prohibiting a public official from having an interest in a contract over which they have authority or control, as well as potential exemptions that are available from the imposition of this standard.

The Commission also examined other state rules and the provisions of Chapter 61-10-15 prohibiting board of education officials from having direct or indirect pecuniary interests at stake in matters over which they exercise voice, influence or control.

In its opinion, the Ethics Commission ruled that the proposed contractual relationship with the country club could be permissible if the superintendent's spouse resigned from the club's board since each of the affected parties owned minimal

amount of stock in the corporation. However, the Commission further ruled that the standards of 61-10-15 are to be strictly applied and that the value of the individuals' stock could be affected by the fact that the board is holding events at the club.

The Commission established a transition period for the board to extricate itself from meetings scheduled at the club and invited it to apply for an exemption provided certain criteria are met that would then allow the board to continue holding meetings at that venue.

**TOPICAL INDEX
UPDATE
WEST VIRGINIA
ETHICS
COMMISSION
ADVISORY
OPINIONS**

(Only includes opinions published since the November edition of THE REPORTER)

**BOARDS AND
COMMISSIONS**

2010-20:
Permissibility of a conservation district using public funds to construct a project on

property owned by an elected board member (See also COUNTY GOVERNMENT)

**BOARDS OF
EDUCATION**

2010-21:
Permissibility of a board of education contracting with a private club in which board officials own stock

**COUNTY
GOVERNMENT**

2010-20:
Permissibility of a conservation district using public funds to construct a project on property owned by an elected board member (See also BOARDS AND COMMISSIONS)

LEGISLATURE

NONE PUBLISHED

**MUNICIPAL
GOVERNMENT**

NONE PUBLISHED

STATE GOVERNMENT

NONE PUBLISHED

**TRADE
ASSOCIATIONS AND
LOBBYISTS**

NONE PUBLISHED

WEST VIRGINIA ETHICS COMMISSION
2010 ADVISORY OPINIONS
INDEXED BY TOPICAL SECTOR
(Includes opinions published through December 2, 2010)

BOARDS AND COMMISSIONS

2009-14:

Permissibility of a board member of a multi-county agency participating in a decision on a contractual matter affecting the agency where the board member is employed

2010-06:

Permissibility of an attorney serving on the board of a public library when the attorney's firm does business with the library and with the county and city governments that also fund and govern the library

2010-10:

Permissibility of members of a county solid waste authority and their families bidding on the purchase of a building owned by the authority (See also COUNTY GOVERNMENT)

2010-20:

Permissibility of a conservation district using public funds to construct a project on property owned by an elected board member (See also COUNTY GOVERNMENT)

BOARDS OF EDUCATION

2010-03:

Permissibility of a candidate for a board of education having a spouse employed by the board in the event they are elected.

2010-04:

Permissibility of a board of education contracting with a non-profit charitable organization when a member of the board of education serves on the group's board of directors.

2010-13:

Permissibility of a member of a board of education voting on matters affecting his wife's employment with the board

2010-14:

Permissibility of a member of a board of education's restaurant selling food within the structure of the county school system in a variety of instances

2010-15:

Permissibility of a member of a board of education serving as a football official with compensation, within the county school system

2010-16:

Permissibility of a member of a board of education contracting with the state Department of Education

STATE GOVERNMENT

2009-12:

Permissibility of a statewide elected official with payroll responsibilities authorizing employee deductions for the purpose of purchasing goods from a company with a state contract

2009-13:

Permissibility of an attorney for a state agency representing themselves before their employer on a matter affecting their personal interests

2010-01:

Permissibility of a statewide elected official soliciting funds to underwrite the costs of a national conference of similar state elected officials

2010-05:

Permissibility of a state institution of higher education spending more than \$25 to recognize employee achievements provided that annual total expenditures do not exceed \$25 multiplied by the total number of employees at the institution

2010-17

Permissibility of state employees soliciting funds for a related private, non-profit organization

TRADE ASSOCIATIONS AND LOBBYISTS

2010-07:

Permissibility of a registered lobbyist not registering to lobby on behalf of a non-profit organization if services are provided without compensation

MISCELLANEOUS

2010-19:

Permissibility of an elected public official using public funds to purchase flowers for funerals

ADVISORY OPINION NO. 2010-20

Issued On December 2, 2010 By The

WEST VIRGINIA ETHICS COMMISSION

2010 DEC -6 AM 10:39

OPINION SOUGHT

A Conservation District asks whether it may expend public funds to construct a soil conservation project on property owned by an Elected Board Member.

FACTS RELIED UPON BY THE COMMISSION

Conservation Districts were created to conserve land from soil erosion. See W.Va. Code § 19-21A-2. The districts have been in existence in some form since 1939 and were originally called "Soil Conservation Districts" until 2002 when their name was changed to "Conservation Districts."¹ The Requester's Board consists of ten supervisors representing five counties.

A district may consist of land in one or more counties. Land owners in one or more counties may form a district by petitioning the State Conservation Committee.² Each county in a district shall elect two non-partisan supervisors.³ The majority of the districts consist of two or more counties.

The districts have the statutory power to conduct surveys relating to the character of soil erosion.⁴ The districts may also expend public funds for demonstration projects on land within a district for the purpose of determining which "means, methods and measures" best prevent soil erosion.⁵

The Conservation District in question has a member who, prior to his election to the District, was the recipient of a demonstration project on his property for purposes of alleviating erosion resulting from flooding from a river located next to his property. According to the Requester, after six (6) years it has been determined that the project is not performing as the District intended. Specifically, the Requester states that the fields of the property owner/District Member are continuing to erode.

The District asks whether it may expend approximately \$50,000.00 to armor the banks of the property of its Board Member. Based upon information and belief, other properties are located along the same river. It does not specifically state whether it considers this project

¹ S.B. 417, 2002 Regular Session.

² W.Va. Code § 19-21A-14 when read in conjunction with 19-21A-5 as amended in 2002.

³ W.Va. Code § 19-21A-6. Counties which meet the population requirements shall elect additional supervisors in accordance with this code section. *Id.*

⁴ W.Va. Code § 19-21A-8(1)

⁵ W.Va. Code § 19-21A-8(2)

owner/District Member and the District.⁷ The Elected Board Member would have a financial interest in this project.⁸ Therefore, a Conservation District may **not** expend public funds to construct a demonstration project on the property owned by one of its Members as the Members would have a prohibited interest in a public contract.

An exception to the public contract restrictions in the Ethics Act exists if it is a continuing contract which the governing body entered into prior to the election or appointment of the affected member to the governing body. A.O. 2008-10. Here, the Requester does not state that it has a legal obligation, pursuant to the terms of the original demonstration project, to expend public monies to armor the banks of the property owner/Board Member. In fact, the term demonstration project appears to indicate that it is an "experimental" project which may not abate the problem it seeks to fix. Furthermore, based upon the estimated cost of the project, \$50,000.00, it appears that this project is beyond the original scope of the demonstration project constructed six (6) years ago. Hence, the Commission finds that, based upon the facts presented, the project does not fall within the definition of a continuing contract.

Accordingly, based upon the foregoing, the Commission finds that the District may not expend public funds to construct the demonstration project in question as the project costs is over \$1,000.00, the limited interest exception in the Ethics Act. The District may construct the project if it seeks and receives a contract exemption to construct the project. In order to obtain a contract exemption, it must demonstrate that imposing this restriction in the Ethics Act will result in excessive cost, undue hardship, or other substantial interference with the operation of the District. W. Va. Code § 6B-2-5(d)(3).

If the District seeks a contract exemption, as part of this process, the District must demonstrate that there are compelling reasons why the project should be constructed on the property in question, not on other properties located on the same river. If the District seeks an exemption, it must consider this matter during a properly noticed public meeting. The affected Member must continue to recuse himself from consideration of this matter. Further, both during and outside of meetings, he may not attempt to influence the District Members to pursue this project.

Conservation Districts may also construct projects on property owned by its members if the Ethics Act or the Districts' enabling statute is amended to allow their Members to participate in projects wherein public funds are expended. The Ethics Commission takes no position on this issue.

West Virginia Code § 61-10-15

W.Va. Code § 61-10-15, a separate criminal statute, contains a stricter standard than the

⁷ A different conclusion exists in regard to Farmland Protection Boards who members are part-time appointed board members. The Ethics Act prohibition against having an interest in a public contract contains an exception for part-time appointed board members. See also A.O. 2003-07.

⁸ For purposes of the prohibitions in "d", it is not sufficient for public official to recuse themselves from voting.

ADVISORY OPINION NO. 2010-21

Issued On December 2, 2010 By The

2010 DEC -6 AM 10:39

WEST VIRGINIA ETHICS COMMISSION

SECRETARY OF STATE

OPINION SOUGHT

A County Board of Education asks whether it may contract with a private club in which an Elected Board Member, Treasurer and spouse of the Superintendent own stock.

FACTS RELIED UPON BY THE COMMISSION

The Requester, a County Board of Education (BOE), holds training sessions for school personnel at a local country club. The country club is a privately owned corporation with 10,000 shares of stock. At times, when renting the facility, the BOE also contracts for food and beverage services for the training participants.

An Elected BOE Member owns 20 shares of the stock. The BOE's Chief Financial Officer/Treasurer owns 10 shares of stock. The spouse of the Superintendent owns 30 shares of stock. The respective percentages of stock owned are .2%, .1 % and .3%.

Additionally, the County Superintendent's spouse serves on the country club's board of directors. He is not compensated for his service.

No information is provided in regard to the fair market value of the stock.

CODE PROVISIONS RELIED UPON BY THE COMMISSION

W. Va. Code § 6B-2-1(f) reads: "Immediate family" with respect to an individual, means a spouse with whom the individual is living as husband and wife and any dependent child or children, dependent grandchild or grandchildren and dependent parent or parents.

W. Va. Code § 6B-2-5(d)(1) provides in part that ... no elected or appointed public official ... or business with which he or she is associated may be a party to or have an interest in ... a contract which such official or employee may have direct authority to enter into, or over which he or she may have control: Provided, That nothing herein shall be construed to make unlawful the employment of any person with any governmental body...

W. Va. Code § 6B-2-5(d)(3) provides that where the provision of subdivision (1) of this subsection would result ... in excessive cost, undue hardship, or other substantial

10,000 outstanding shares of stock. Hence, they do not own a sufficient number of shares to trigger the limitations in § 6B-2-5(d); provided, that they recuse themselves from the consideration of decisions of the BOE relating to the country club.

However, additional limitations in the Ethics Act apply to the Superintendent due to her spouse's relationship with the private business. While her spouse owns less than five percent of the stock, he serves on the corporation's board of directors and is hence "associated" with a private business contracting with the BOE. This prohibited financial relationship under the Ethics Act could be "cured" by the spouse's resignation from the board of directors.

Still, the analysis under the Ethics Act is academic in light of the stricter provisions in W.Va. Code § 61-10-15 which apply to school officials, including the Elected Board Member, Treasurer and Superintendent.

West Virginia Code § 61-10-15

W.Va. Code § 61-10-15, a separate criminal statute, contains a stricter standard than the Ethics Act, and imposes criminal penalties against any "district school officer, secretary of a board of education, supervisor or superintendent, principal or teacher of public schools or any member of any other county or district board or any county or district officer" who are pecuniarily interested, either directly or indirectly, in the proceeds from a public contract over which the public official may exercise voice, influence or control. Any person who violates this provision is guilty of a misdemeanor and may be removed from public office. This provision does not contain a \$1,000.00 exception or an exception for those affected officials who own less than five percent of the outstanding shares of stock in a business.

The Commission must determine whether the Elected Board Member, Treasurer and Superintendent have a prohibited financial relationship. On two previous occasions the Commission has found that a de minimis ownership interest does not trigger the limitations in § 61-10-15; however, the Commission declines to make that finding here. See A.O.s 97-27 and 2004-08. The value of the country club's stock may be dependent upon the stream of revenue generated by the club. In a time when businesses are struggling, and even when they are not, the public's confidence may be undermined if a private business is receiving public dollars from a public agency in which the decision-makers have an ownership interest in the business.

Based upon the foregoing, the Commission finds that the BOE may **not** contract with the country club to use its facilities or food services for training sessions. The Commission grants the Requester a sixty (60) day transition period in which to allow previously scheduled events, if any, to take place at the country club. After this time period, if the BOE seeks to continue doing business with the club, then during the 60 day period, the affected public servants shall divest themselves of their financial

ADVISORY OPINION NO. 2010-20

Issued On December 2, 2010 By The

WEST VIRGINIA ETHICS COMMISSION

2010 DEC -6 AM 10:39

OPINION SOUGHT

A Conservation District asks whether it may expend public funds to construct a soil conservation project on property owned by an Elected Board Member.

FACTS RELIED UPON BY THE COMMISSION

Conservation Districts were created to conserve land from soil erosion. See W.Va. Code § 19-21A-2. The districts have been in existence in some form since 1939 and were originally called "Soil Conservation Districts" until 2002 when their name was changed to "Conservation Districts."¹ The Requester's Board consists of ten supervisors representing five counties.

A district may consist of land in one or more counties. Land owners in one or more counties may form a district by petitioning the State Conservation Committee.² Each county in a district shall elect two non-partisan supervisors.³ The majority of the districts consist of two or more counties.

The districts have the statutory power to conduct surveys relating to the character of soil erosion.⁴ The districts may also expend public funds for demonstration projects on land within a district for the purpose of determining which "means, methods and measures" best prevent soil erosion.⁵

The Conservation District in question has a member who, prior to his election to the District, was the recipient of a demonstration project on his property for purposes of alleviating erosion resulting from flooding from a river located next to his property. According to the Requester, after six (6) years it has been determined that the project is not performing as the District intended. Specifically, the Requester states that the fields of the property owner/District Member are continuing to erode.

The District asks whether it may expend approximately \$50,000.00 to armor the banks of the property of its Board Member. Based upon information and belief, other properties are located along the same river. It does not specifically state whether it considers this project

¹ S.B. 417, 2002 Regular Session.

² W.Va. Code § 19-21A-14 when read in conjunction with 19-21A-5 as amended in 2002.

³ W.Va. Code § 19-21A-6. Counties which meet the population requirements shall elect additional supervisors in accordance with this code section. Id.

⁴ W.Va. Code § 19-21A-8(1)

⁵ W.Va. Code § 19-21A-8(2)

owner/District Member and the District.⁷ The Elected Board Member would have a financial interest in this project.⁸ Therefore, a Conservation District may **not** expend public funds to construct a demonstration project on the property owned by one of its Members as the Members would have a prohibited interest in a public contract.

An exception to the public contract restrictions in the Ethics Act exists if it is a continuing contract which the governing body entered into prior to the election or appointment of the affected member to the governing body. A.O. 2008-10. Here, the Requester does not state that it has a legal obligation, pursuant to the terms of the original demonstration project, to expend public monies to armor the banks of the property owner/Board Member. In fact, the term demonstration project appears to indicate that it is an "experimental" project which may not abate the problem it seeks to fix. Furthermore, based upon the estimated cost of the project, \$50,000.00, it appears that this project is beyond the original scope of the demonstration project constructed six (6) years ago. Hence, the Commission finds that, based upon the facts presented, the project does not fall within the definition of a continuing contract.

Accordingly, based upon the foregoing, the Commission finds that the District may not expend public funds to construct the demonstration project in question as the project costs is over \$1,000.00, the limited interest exception in the Ethics Act. The District may construct the project if it seeks and receives a contract exemption to construct the project. In order to obtain a contract exemption, it must demonstrate that imposing this restriction in the Ethics Act will result in excessive cost, undue hardship, or other substantial interference with the operation of the District. W. Va. Code § 6B-2-5(d)(3).

If the District seeks a contract exemption, as part of this process, the District must demonstrate that there are compelling reasons why the project should be constructed on the property in question, not on other properties located on the same river. If the District seeks an exemption, it must consider this matter during a properly noticed public meeting. The affected Member must continue to recuse himself from consideration of this matter. Further, both during and outside of meetings, he may not attempt to influence the District Members to pursue this project.

Conservation Districts may also construct projects on property owned by its members if the Ethics Act or the Districts' enabling statute is amended to allow their Members to participate in projects wherein public funds are expended. The Ethics Commission takes no position on this issue.

West Virginia Code § 61-10-15

W.Va. Code § 61-10-15, a separate criminal statute, contains a stricter standard than the

⁷ A different conclusion exists in regard to Farmland Protection Boards who members are part-time appointed board members. The Ethics Act prohibition against having an interest in a public contract contains an exception for part-time appointed board members. See *also* A.O. 2003-07.

⁸ For purposes of the prohibitions in "d", it is not sufficient for public official to recuse themselves from voting.

ADVISORY OPINION NO. 2010-19

Issued On December 2, 2010 By The

WEST VIRGINIA ETHICS COMMISSION

2010 DEC -6 AM 10:39

OFFICE OF THE
SECRETARY OF STATE

OPINION SOUGHT

An **Elected Public Official** asks whether his office may use public funds to purchase funeral flowers.

FACTS RELIED UPON BY THE COMMISSION

Over the past several years, individuals associated with the Sheriff's office, including a former Sheriff and immediate family members of employees, have passed away. On each occasion, the Sheriff has sent a flower arrangement, or similar expression of sympathy, on behalf of the entire Sheriff's Office to the funeral home or family of the deceased.

To date, the Sheriff has personally paid for the flowers and/or other expressions of sympathy from his personal funds. However, the Requester desires to know whether, under certain limited circumstances, public funds may be used to purchase the flowers since it is an expression of sympathy on behalf of the entire sheriff's office, and not personally from him.

The Requester acknowledges that expenditures of public monies should not be used to send flowers throughout the county as a way to garner support or favor from persons or entities. Instead, the Requester seeks permission, with limitations, to spend public funds to purchase bereavement flower arrangements and/or other expressions of sympathy.

CODE PROVISIONS RELIED UPON BY THE COMMISSION

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

A public official or public employee may not knowingly and intentionally use his or her office or the prestige of his or her office for his or her own private gain or that of another person. Incidental use of equipment or resources available to a public official or public employee by virtue of his or her position for personal or business purposes resulting in *de minimis* private gain does not constitute use of public office for private gain under this subsection. The performance of usual and customary duties associated with the office or position or the advancement of public policy goals or constituent services, without compensation, does not constitute the use of prestige of office for private gain.

amount, or nothing at all. Reasonable reminders are permissible. Supervisors should not sign or distribute these announcements to their subordinates.

- (6) Information regarding the identity of the persons who contributed or the amount contributed by any individual should be limited to the individual(s) overseeing the contributions. Neither the identity nor amount of contributions from any particular person may be disclosed to the recipient of the flowers or other expression of sympathy.

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



R. Kemp Morton, Chairperson

08 Nov. 2010

Matthew Harris
P.O. Box 1135
Ranson, WV 25438

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

Dear Commissioners:

This letter comes to you regarding a few editorials in the Journal and Spirit. Although we all respect our right to freedom of speech, nevertheless, we are still accountable for our actions.

It is not believed, if an individual is not able to perform they're duties they were hired for, then this person should be dismissed from they're position? It can lead to a waste of tax payer dollars. If this individuals is not doing their job, end the employment and find someone who has the ability to perform the duties assigned.

The individual in question sued our County Commissioner over a statement. If the statement is true, then this situation should have been handled before now and effectively. If the statement is false, then the comments should never have been said. Facts are facts. Why is the person in question still employed by the County if they are not performing they're duties? Personal opinion has no reflection within the issue. If the person in question IS performing their duties as required, why are we having issues with potential false statements?

Another question brought up was the fact of, "Lack of communication between departments". We all know this is a true situation, but nothing has been done to cure the problem. We are all intellegent individuals with the responsibility to effectively operate the County Government to the best of our ability. Lack of communication is not performing to the best of our ability. We volunteered our time to our positions. Why is it, we cannot do our jobs without inter-personal issues? Professionalism to our County positions and the Citizens of Jefferson County should be our first priority.

RECEIVED

DEC 13 2010

Jefferson County Commission

Its simply amazing how our elected official or those the County Government hires are either in jail, getting sued or in the wrong place at the wrong time. My past letter to the County Government was to help within the best of MY ability to ensure the responsibilities and professionalism we have to the Citizens of Jefferson County. Why is it, we are still paying for the problems of our elected officials? Nexted, the tax payers are going to be potentially responsible for paying the damages caused by our elected officials. Paying for any damages caused by the elected officials (if there are any) is seriously insulting to the County Government and Citizens.

As some of you may know, I am on the E911 Advisory Board. I take my VOLUNTEER job seriously and do have the ability to perform my job to the best of my ability. I am still accountable for my actions. I am still accountable to the Citizens of Jefferson County.

When are we (Citizen of Jefferson County) going to see positive changes within our County Government?

Respectfully;
Matthew Harris

WEST VIRGINIA LOTTERY

First Benchmark
Charles Town
County / City Split
Fiscal Year 2011

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

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 12.42%	CHARLES TOWN 34.56%	HARPERS FERRY 3.65%	RANSON 35.08%	SHEPHERDS TOWN 14.29%
3 days ending: 7/1/10- 7/3/10	\$ 115,402.58	\$ 115,402.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending:								
07/10/10	\$ 205,731.64	\$ 205,731.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/17/10	\$ 161,386.76	\$ 161,386.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/24/10	\$ 160,368.28	\$ 160,368.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/31/10	\$ 157,802.08	\$ 157,802.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/07/10	\$ 161,617.82	\$ 136,494.98	\$ 25,122.84	\$ 3,120.27	\$ 8,682.45	\$ 916.98	\$ 8,813.09	\$ 3,590.05
08/14/10	\$ 156,753.36	\$ 78,376.68	\$ 78,376.68	\$ 9,734.38	\$ 27,086.98	\$ 2,860.75	\$ 27,494.54	\$ 11,200.03
08/21/10	\$ 152,398.04	\$ 76,199.02	\$ 76,199.02	\$ 9,463.92	\$ 26,334.38	\$ 2,781.26	\$ 28,730.62	\$ 10,888.84
08/28/10	\$ 144,920.06	\$ 72,460.03	\$ 72,460.03	\$ 8,999.54	\$ 25,042.19	\$ 2,644.79	\$ 25,418.97	\$ 10,354.54
09/04/10	\$ 152,725.68	\$ 76,362.84	\$ 76,362.84	\$ 9,484.26	\$ 26,391.00	\$ 2,787.24	\$ 26,788.09	\$ 10,912.25
09/11/10	\$ 165,938.72	\$ 82,969.36	\$ 82,969.36	\$ 10,304.79	\$ 28,674.21	\$ 3,028.39	\$ 29,105.65	\$ 11,856.32
09/18/10	\$ 135,277.56	\$ 67,638.78	\$ 67,638.78	\$ 8,400.74	\$ 23,375.96	\$ 2,468.82	\$ 23,727.68	\$ 9,665.58
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
10/02/10	\$ 142,027.72	\$ 71,013.86	\$ 71,013.86	\$ 8,819.92	\$ 24,542.39	\$ 2,592.01	\$ 24,911.66	\$ 10,147.88
10/09/10	\$ 138,623.00	\$ 69,311.50	\$ 69,311.50	\$ 8,608.49	\$ 23,954.06	\$ 2,529.87	\$ 24,314.47	\$ 9,904.61
10/16/10	\$ 150,469.24	\$ 75,234.62	\$ 75,234.62	\$ 9,344.14	\$ 26,001.08	\$ 2,746.06	\$ 26,392.31	\$ 10,751.03
10/23/10	\$ 140,581.60	\$ 70,290.80	\$ 70,290.80	\$ 8,730.12	\$ 24,292.50	\$ 2,565.61	\$ 24,658.01	\$ 10,044.56
10/30/10	\$ 131,230.08	\$ 65,615.04	\$ 65,615.04	\$ 8,149.39	\$ 22,676.56	\$ 2,394.95	\$ 23,017.75	\$ 9,376.39
11/06/10	\$ 122,675.24	\$ 61,337.62	\$ 61,337.62	\$ 7,618.13	\$ 21,198.28	\$ 2,238.82	\$ 21,517.24	\$ 8,765.15
11/13/10	\$ 129,190.56	\$ 64,595.28	\$ 64,595.28	\$ 8,022.73	\$ 22,324.13	\$ 2,357.73	\$ 22,660.02	\$ 9,230.67
11/20/10	\$ 112,020.16	\$ 56,010.08	\$ 56,010.08	\$ 6,956.45	\$ 19,357.08	\$ 2,044.37	\$ 19,648.34	\$ 8,003.84
11/27/10	\$ 142,341.80	\$ 71,170.90	\$ 71,170.90	\$ 8,839.43	\$ 24,596.66	\$ 2,597.74	\$ 24,966.75	\$ 10,170.32
12/04/10	\$ 106,430.16	\$ 53,215.08	\$ 53,215.08	\$ 6,609.31	\$ 18,391.13	\$ 1,942.35	\$ 18,667.85	\$ 7,604.44
12/11/10	\$ 93,888.00	\$ 46,944.00	\$ 46,944.00	\$ 5,830.44	\$ 16,223.85	\$ 1,713.46	\$ 16,467.95	\$ 6,708.30
12/18/10	\$ 84,153.52	\$ 42,076.76	\$ 42,076.76	\$ 5,225.93	\$ 14,541.73	\$ 1,535.80	\$ 14,760.53	\$ 6,012.77
12/25/10	\$ 100,900.56	\$ 50,450.28	\$ 50,450.28	\$ 6,265.92	\$ 17,435.62	\$ 1,841.44	\$ 17,697.96	\$ 7,209.35
Subtotal	\$ 3,605,724.34	\$ 2,258,893.91	\$ 1,346,830.43	\$ 167,276.33	\$ 465,464.60	\$ 49,159.32	\$ 472,468.10	\$ 192,462.09

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

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

Week Ending Date	Week Ending December 25, 2010
To be Deposited on:	January 3, 2011
Amount Played	60,452,742.73
Amount Won	54,420,230.28
Amount Promo	163,383.00
MWAP Contribution	<u>29,976.02</u>
Adjusted Gross Terminal Revenue	<u>5,839,153.43</u>
Administrative Costs @ 4%	0.00
Excess Lottery Fund @ 4%	<u>233,566.14</u>
Net Terminal Revenue	<u>5,605,587.29</u>
Surcharge @ 10%	560,558.73
State Share Excess @ 58%	325,124.06
Track Share of Capital Reinvestment @ 42%	235,434.67
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	\$ 226,017.28
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	\$ 9,417.39
Adjusted Net Terminal Revenue	<u>5,045,028.56</u>
Racetrack @ 46.50% / 42%	2,118,912.00
Lottery Fund @ 30% / 0%	0.00
Excess Lottery Fund @ 0% / 41%	2,068,461.75
Race Track Purses @ 7% / 14% / 8%	403,602.28
Workers' Compensation Debt Reduction @ 7%	0.00
Employee Pension Fund @ 1% / .5%	25,225.14
Greyhound Development @ .75%	37,837.71
Thoroughbred Development @ .75%	37,837.71
Racing Commission @ 1%	50,450.28
County/Municipality @ 2%	100,900.56
3% Funds:	
Tourism Promotion Fund @ 1.375%	69,369.14
Development Office Promotion Fund @ .375%	18,918.86
Research Challenge Fund @ .5%	25,225.14
Capitol Renovation and Improvement Fund @ .6875%	34,684.57
2004 Capitol Complex Parking Garage Fund @ .0625%	3,153.14
1% Funds:	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	25,225.14
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>25,225.14</u>
	<u>5,045,028.56</u>

VIDEO LOTTERY REPORT
FY 2009

Date	Amount
7/5/2008 *	169,912.56
7/12/2008	176,592.38
7/19/2008	160,344.08
7/26/2008	162,982.74
8/2/2008	178,171.04
8/9/2008	123,538.04
8/16/2008	82,482.89
8/23/2008	76,426.18
8/30/2008	89,459.86
9/6/2008	91,644.46
9/13/2008	79,729.93
9/20/2008	71,269.36
9/27/2008	79,735.73
10/4/2008	75,186.22
10/11/2008	77,139.04
10/18/2008	80,668.26
10/25/2008	64,379.44
11/1/2008	68,352.42
11/8/2008	70,823.02
11/15/2008	65,565.50
11/22/2008	63,883.80
11/29/2008	69,850.12
12/6/2008	55,696.68
12/13/2008	60,178.04
12/20/2008	52,189.19
12/27/2008	72,205.91
1/3/2009	96,504.65
1/10/2009	53,286.62

FY 2010

Date	Amount
7/4/2009 *	128,262.42
7/11/2009	168,815.08
7/18/2009	160,652.98
7/25/2009	158,869.08
8/1/2009	174,493.08
8/8/2009	138,408.80
8/15/2009	81,222.14
8/22/2009	76,260.31
8/29/2009	80,472.92
9/5/2009	80,798.15
9/12/2009	86,286.92
9/19/2009	70,010.15
9/26/2009	69,316.87
10/3/2009	72,286.04
10/10/2009	69,650.63
10/17/2009	73,560.21
10/24/2009	67,581.66
10/31/2009	64,528.30
11/7/2009	63,741.59
11/14/2009	65,959.64
11/21/2009	59,547.05
11/28/2009	72,399.98
12/5/2009	51,006.51
12/12/2009	52,460.58
12/19/2009	32,834.39
12/26/2009	53,406.34
1/2/2010	92,980.40
1/9/2010	55,020.46

FY 2011

Date	Amount
7/3/2010	115,402.58
7/10/2010	205,731.64
7/17/2010	161,386.76
7/24/2010	160,368.28
7/31/2010	157,802.08
8/7/2010	136,494.98
8/14/2010	78,376.68
8/21/2010	76,199.02
8/28/2010	72,460.03
9/4/2010	76,362.84
9/11/2010	82,969.36
9/18/2010	67,638.78
9/25/2010	70,435.06
10/2/2010	71,013.86
10/9/2010	69,311.50
10/16/2010	75,234.62
10/23/2010	70,290.80
10/30/2010	65,615.04
11/6/2010	61,337.62
11/13/2010	64,595.28
11/20/2010	56,010.08
11/27/2010	71,170.90
12/4/2010	53,215.08
12/11/2010	46,944.00
12/18/2010	42,076.76
12/25/2010	50,450.28

Table Game Revenues
FY 2011

Date	Amount
July/Aug 10	154,185.68
Sept. 2010	94,247.84

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

TOTALS 4403564.04

4041141.56

2258893.91

248433.52

Public Service Commission
Of West Virginia

201 Brooks Street, P. O. Box 812
Charleston, West Virginia 25323



Phone: (304) 340-0300
FAX: (304) 340-0325

December 8, 2010

Jefferson County Commission
110 East Washington Street
Charles Town, WV 25414

SUBJECT: Disbursement of Wireless E-911 Subscriber Fees

Dear County Commissioner:

A check in the amount of \$164,060.15 representing a disbursement of Wireless E-911 subscriber fees **will be mailed directly from the West Virginia State Auditor's Office**. This amount is your County's share of the fees remitted to the Public Service Commission for the months of September, October, and November 2010. The next disbursement will be in three months.

I can be reached at our toll-free number, 1-800-344-511, Extension 364, or direct at 304-340-0364, should you have any questions about the disbursement calculation or about the fees in general.

Sincerely,

A handwritten signature in cursive script that reads "Herb Brooks".

Herb Brooks
Budget and Finance Manager

HB:kp

RECEIVED

DEC 17 2010

Jefferson County Commission



Holiday Greetings

Dear Friends/Constituents and Co-Workers:

I want you all to know that I am leaving here with mixed feelings; happy that I am going to be spending a lot of time with my grandchildren, but sad to be leaving such wonderful people who have become my friends.

I have enjoyed my tenure as Mercer County Commissioner and I appreciate having had the opportunity to work with you. Thank you for the support, guidance and encouragement you have provided me.

My best wishes for the future go out to each and every one of you. I also wish you a wonderful Christmas and a Happy New Year.

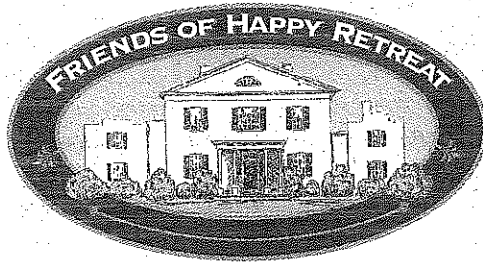
Karen Disibbio

RECEIVED

DEC 21 2010

Jefferson County Commission





Dear Happy Retreat Patron,

As the year draws to a close, the Friends of Happy Retreat are pleased to inform you of significant progress made towards acquisition of Charles Washington's Happy Retreat.

- We now have a detailed business plan.
- We now have made nearly \$50,000 in option payments toward the purchase price.
- Over \$125,000 has been secured this year in donations and pledges towards the vision of obtaining Happy Retreat.
- Our third annual Washington Family Homes tour, held in September during the Charles Town Heritage Festival, was the most successful ever.
- The property was reappraised in light of the current economy and the purchase price is now \$1.2 million.

Once again it is important to review what acquiring Happy Retreat means to our community.

- With the growth of heritage tourism, Happy Retreat can attract heritage visitors, bringing significant economic benefit to our area.
- It can serve as the catalyst to advance revitalization of Charles Town's historic West End.
- It will offer an authentic setting for educational programs for students.
- It will also serve as a premier year-round amenity for weddings, festivals, music and art, as well as, business meetings.

The sad news of the year was the unexpected deaths of both Bill and Mary Gavin, the owners of Happy Retreat, with whom we had worked so closely for the past 5 years. Their family wants to abide by their wishes and see the Friends of Happy Retreat acquire the property. So at this time, the Friends are urging all Patrons to support our mission by making a tax deductible gift or pledge to invest in this very special project.

If you go to www.happyretreat.org on the internet, you can make a donation by credit card via the "Network for Good." If you decide to contribute by check please make checks payable to Friends of Happy Retreat. P.O. Box 1427, Charles Town, WV 25414 or write us with a pledge amount at the same address. For more information check our web site at www.happyretreat.org.

Sincerely,

J. Randolph Hilton
Friends of Happy Retreat

RECEIVED
DEC 20 2009
Jefferson County Commission



Community Bulletin

Phil Officer Named December Volunteer of the Month

Harpers Ferry National Historical Park would like to honor Living History Volunteer Phil Officer as the Park's December Volunteer of the Month. Since beginning his internship, Phil has provided park visitors with over 1,120 hours of front line service. Phil's passion for the American Civil War and US History has been evident in the multitude of programs and events he has presented from the War of 1812 to the Civil War.

Phil graduated in 2008 from Keene State College in his native state of New Hampshire, with a Bachelor's of Arts in Theater with an emphasis in Acting and Directing. After graduation, he worked for a professional theater company in Vermont called Northern Stage, as a technical intern. After attending a seminar at Minute Man National Historical Park in Concord, MA, Phil used living history as a technique to bring American history to life in the classroom. It was then that the world of interpretation became apparent to Phil. Interpretation afforded Phil the opportunity to combine his two greatest passions; connecting visitors to American History through the art of presentation.

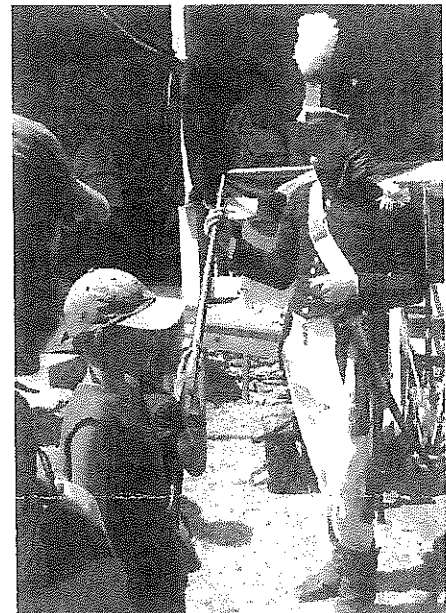
In early spring, Phil was selected for a summer internship as a front line living history intern interpreting the park's

six themes. Phil shared the importance and significance of Harpers Ferry with visitors by providing guided tours and demonstrations. Phil demonstrated a keen ability to adapt his programs and interpretation to fit different historical time periods and audiences.

At the end of the summer season, Phil elected to stay on and continue to volunteer his services. Throughout the fall, Phil assisted in developing new events and exhibits. He has been instrumental in helping his co-workers stage volunteer driven fall events. Phil has helped maintain the branch's "VIP" statistics of 13,000 volunteer hours, track budgeted and purchased property, conducted 20 volunteer event correspondence, mailings to 600 volunteers, updated volunteer database mailing lists, registered volunteers, provided logistical support to special military encampments, demonstrated an appropriate and tasteful sense of 19th century material culture streetscape & political decorations. Continually moving forward on Living History staffing and volunteer management duties, Phil always stops to field visitor questions that come his way.

Phil is currently enrolled in a certificate program for Resource Interpretation at Stephen F. Austin University,

and hopes to one day pursue a career in interpretation with the National Park Service.



Phil talks to a couple of interested recruits about the War of 1812.

VOLUNTEERS WANTED!

If you or someone you know might be interested in volunteering at Harpers Ferry Park, please contact Jessica Liptak, the park's volunteer coordinator, at jessica_liptak@nps.gov or 304.535.5017.

Harpers Ferry and the Civil War Sesquicentennial

Starting in 2011 Harpers Ferry National Historical Park will host a number of sesquicentennial events and exhibits commemorating its rich Civil War history.

Schedule of Events 2011 - 2015

Title of Event: War Comes to Harpers Ferry: The Burning of the Federal Arsenal

Date: April 16-17, 2011

Description: This two-day event will focus on the April 1861 secession of Virginia from the Union and the subsequent burning of the Federal Arsenal at Harpers Ferry. Activities will include, living history, ranger conducted programs and family/youth activities.

Title of Event: In the Shadows of John Brown: The 1861 Battle of Bolivar Heights

Date: October 15-16, 2011

Description: Two years to the day after John Brown's Raid, Union and Confederate troops clashed on Bolivar

Heights. The event will highlight the unique parallels between John Brown and participants of the battle. Activities will include, living history, ranger conducted programs and family/youth activities.

Title of Event: Marches, Skirmishes & Battles: Jackson's 1862 Valley Campaign

Date: April 21-22, 2012

Description: This event will focus on the significance of Harpers Ferry during Stonewall Jackson's Valley Campaign in the spring of 1862. Activities will include, living history, ranger conducted programs and family/youth activities.

Title of Event: Under Fire: The 1862 Battle of Harpers Ferry

Date: September 13 -16, 2012

Description: This event will chronicle the three day Battle of Harpers Ferry in September of 1862 that resulted in the largest surrender of US troops during the American Civil War. Activities will include, living history, ranger conducted programs and family/youth activities.

Exhibit: Forever Free: The Emancipation Proclamation

Date: February 3, 2013 through end of year

Description: This year long exhibit will highlight the refocused war effort and the Union commitment to ending slavery.

Title of Event: Harpers Ferry, the Gettysburg Campaign & the Birth of West Virginia

Date: June - July 2013

Description: Weekend events through June and July will highlight Harpers Ferry's role in the Gettysburg Campaign and commemorate the birth of West Virginia in June of 1863. Activities will include, living history, ranger conducted programs and family/youth activities.

Title of Event: Washington Saved! Jubal Early's 1864 March on Washington

Date: July 4-6, 2014

Description: This event will focus on Harpers Ferry's roll in delaying Jubal Early's 1864 march on Washington. Activities will include, living history, ranger conducted programs and family/youth activities.

Title of Event: Thunder in the Valley: Sheridan's 1864 Valley Campaign

Date: Multiple events August - October, 2014

Description: This event will focus on Harpers Ferry's role as a staging ground and supply base during Philip Sheridan's 1864 Shenandoah Valley Campaign. Activities will include, living history, ranger conducted programs and family/youth activities.

Exhibit: The Freedman's Bureau, Educating the Newly Freed Slaves and the Prelude to Storer College

Date: February 1, 2015 through end of year


Description: This exhibit will launch a full year of activities that will highlight Harpers Ferry's role in the education of newly freed slaves post Civil War. Activities will include living history, ranger conducted programs and family/youth activities.

Holiday Schedule

Harpers Ferry NHP will be closed Christmas Day, December 25 and New Year's Day, January 1. The park will reopen the day following each holiday at 8:00 a.m.

The Harpers Ferry Historical Association's Bookshop on Shenandoah Street will also be closed on these holidays and for inventory on January 3-4, 2011.

This holiday schedule allows park and bookshop employees to spend time with their families.



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.

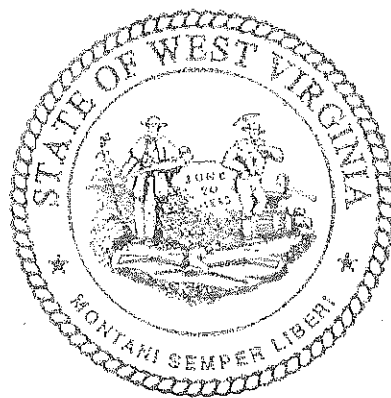
Harpers Ferry National Historical Park
P.O. Box 65
Harpers Ferry, West Virginia 25425

Visitor Center
304-935-6629

Harpers Ferry Historical Association Bookshop
304-525-6881

Harpers Ferry NHP Home Page
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.



Natalie E. Tennant
Secretary of State

RECEIVED

DEC 22 2010

Jefferson County Commission

December 2010

Dear Jefferson County Commission,

I wanted you to know I appreciate your hard work and dedication in making the special election a success.

We were asked to go above and beyond when it comes to conducting elections; we met and exceeded those expectations.

I look forward to continuing our work over the next year as we serve the people of West Virginia.

I hope that you, your staff and family have a blessed holiday and happy New Year.

*Mike Carl
State*

201 E. Burke Street
Martinsburg, WV 25401
Phone 304.263.0891
Toll Free 877.242.7278
Fax 304.263.0997



December 16, 2010

Jefferson County Commission
PO Box 250
Charles Town, WV 25414

Enclosed please find one copy of the Jefferson County Public Service District Financial Statements for the fiscal years ended June 30, 2010 and 2009.

Please let me know if you have any questions.

Sincerely

CoxHollidaPrice LLP

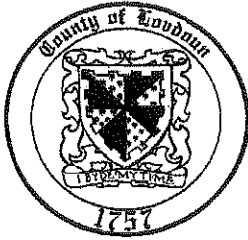
A handwritten signature in black ink, appearing to read 'Chuck W. Young', is written over the printed name of the sender.

Chuck W. Young, CPA
Partner

RECEIVED

DEC 21 2010

Jefferson County Commission



Loudoun County, Virginia

Department of Planning

1 Harrison Street, S.E., 3rd Floor, P.O. Box 7000, MSC #62

Leesburg, VA 20177-7000

Telephone (703) 777-0246 • Fax (703) 777-0441

December 20, 2010

Tim Boyde, County Administrator
Jefferson County, West Virginia
PO Box 250
Charles Town, WV 25414-0250

Dear Mr. Boyde:

As part of the legal notice requirements contained in Section 15.2-2204 (amended) of the Code of Virginia, the following regulations must be addressed relating to notification of adjacent localities:

“When a proposed comprehensive plan or amendment thereto; a proposed change in zoning map classification; or an application for special exception for a change in use ..., involves any parcel of land located within one-half mile of a boundary of an adjoining locality of the Commonwealth, then, in addition to the advertising and written notification as above required, written notice shall also be given by the local commission, or its representative, at least 10 days before the hearing to the chief administrative officer, or his designee, of such adjoining locality.”

In accordance with these regulations, this is to inform you that on **January 10, 2011** the Loudoun County Board of Supervisors will hold a public hearing on a Comprehensive Plan Amendment (CPAM) regarding Belmont Ridge Road.

The proposed CPAM 2010-0001: Belmont Ridge Road, would revise Chapter 2, Appendix 1, Appendix 2, Appendix 3, and the Revised 2030 Countywide Transportation Plan Map of the 2010 Countywide Transportation Plan, adopted June 15, 2010. The proposed amendment changes text and maps in order to reduce the planned ultimate condition of Belmont Ridge Road from Route 7 to Croson Lane from 6 to 4 lanes within the 150-foot right-of-way.

This public hearing will take place in the Board of Supervisors' Meeting Room, County Government Center, 1 Harrison Street, S.E., Leesburg, VA, on **Monday, January 10, 2011, at 6:30 p.m.** Written comments can be provided to the Loudoun County Board of Supervisors, c/o Loudoun County Department of Planning, 1 Harrison St., S.E., 3rd Floor, P.O. Box 7000, MSC #62, Leesburg, Virginia, 20177-7000 (attention: Marie Genovese).

A copy of the staff report will be available on the Board of Supervisors, website at <http://www.loudoun.gov/bos> and in the Loudoun County Department of Planning on December 30, 2010. A second notification letter will be sent to you on January 5, 2011.

Should you have any questions, please call 703-777-0246.

Sincerely,

Marie Genovese, AICP
Project Manager
CPAM 2010-0001, Belmont Ridge Road

RECEIVED

DEC 29 2010

Jefferson County Commission



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

1900 Kanawha Boulevard East • Building Five • Room 110
Charleston, West Virginia 25305-0430 • (304) 558-3505

December 22, 2010

To Whom It May Concern:

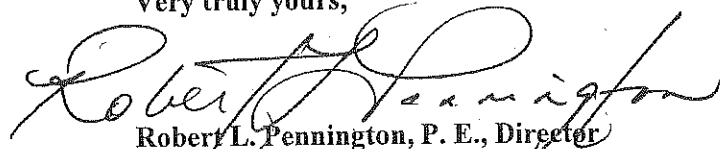
The Statewide Transportation Improvement Program (STIP) is a financially constrained document required to show planned Federal Highway Administration (FHWA) and Federal Transit Administration (FTA) expenditures over the next four years. This letter has been sent to inform you that a draft copy of the 2011-2016 STIP has been made available for public comment. A copy of the document may be viewed and/or downloaded on the web at www.transportation.wv.gov, or may be viewed at Division of Highways (DOH) headquarters in Charleston or District offices in Charleston, Huntington, Parkersburg, Clarksburg, Burlington, Moundsville, Weston, Elkins, Lewisburg or Princeton and at the offices of Metropolitan Planning Organizations and Regional Planning and Development Councils throughout the State. If you cannot access the web and would like to receive a digital copy of the document, you may send a request to the address below.

All written comments are to be received no later than January 25, 2011, and should be addressed to:

Mr. Robert L. Pennington, Director
Program Planning and Administration Division
West Virginia Division of Highways
Building 5, Room A-816
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305-0430

Should you need additional information, please call (304) 558-3113. Thank you for your assistance in this matter; your efforts are indeed appreciated.

Very truly yours,


Robert L. Pennington, P. E., Director
Program Planning and Administration Division

RLP:Cb

cc: Mr. Tony Tarone, Federal Transit Administration – w/ attachment
Mr. Jeff Blanton, Federal Highway Administration – w/ attachment
Mr. Kevin Burgess, Federal Highway Administration – w/ attachment
Ms. Susan O'Connell, Division of Public Transit – w/ attachment

RECEIVED

DEC 29 2010

Jefferson County Commission

Commissioners' Corner

Vol. 13 No. 11
December, 2010

County Commissioners' Assoc. of WV ~ Ron Watson, President ~ Vivian Parsons, Exec Dir

CCA Holds Basic Training in Harrison County...



INSIDE

Presidents Perspective 2
 Directors Discussion.....2
 Letter from WVACo President.....3
 Resolution with WVACo.....4
 Directors Discussion (Cont').....5
 CAWV Calendar5
 Basic Training Pics.....6

Some 70 newly elected and veteran County Commissioners from around the State gathered in Bridgeport on November 14-16, 2010, for a three day "Basic Training Program" designed to give them the needed tools and resources to better serve their constituents. There are 36 newly elected Commissioners and 33 of those attended the training.

The Program included such topics as county budgeting, board of equalization and review, open meetings laws, do's and don'ts of the hiring/firing process, running effective meetings, ethics laws and best management practices. The Upshur County Commission also put together a "mock" county commission meeting that was entertaining and informative. The commissioners were also treated to a panel of veteran commissioners who related their "war stories" and gave the new commissioners some advice from their past experiences.

The attending commissioners took home the latest edition of the County Commissioners' Handbook compiled by the CCAWV, a reference guide to WV State Code covering their duties and responsibilities.

All the attendees, new and veteran arrived with a sincere desire to learn all they could about their ever-changing responsibilities. The CCAWV appreciates all of the excellent speakers who helped us make this session possible. It was a great meeting, one of our best yet!

Commissioners' Corner
 County Commissioners' Association of
 West Virginia

Ron Watson, President
 Harrison County Commissioner
 (304) 624-8500

Vivian Parsons
 Executive Director
 2309 Washington St. East
 Charleston, WV 25311
 (304) 345-4639
 Fax (304)346-3512
 E-Mail: info@ccawv.org
 www.polsci.wvu.edu/ccawv/

This is a monthly publication for county commissioners and their staff, Associate members and other interested parties.

Merry
 Christmas

2010-2011 CCA Board of Directors

President

Ron Watson, Harrison (624-8500)

Vice-President

Cindy Pyles, Mineral (788-5921)

Immediate Past President

Brad Tuckwiller, Greenbrier (647-6689)

Ex Officio Members

Joe Coburn, Mercer (487-8306)

Karen Disibbio, Mercer (487-8306)

District 1-- Western Division

Chair: Tim McCormick, Ohio
(234-3628)

Don Mason, Marshall (845-0482)

Bernie Kazienko, Brooke (737-4024)

District 1 -- Eastern Division

Janice LaRue, Mineral (355-2613)

Bernie Fazzini, Harrison (624-8500)

District 2 -- Western Division

Terri Frame, Braxton (765-2835)

District 2 -- Eastern Division

Chair: Pat Boyle, Lewis (269-8200)

Mike Taylor, Randolph (636-2057)

J.R. Keplinger, Hardy (530-0284)

Donnie Tenney, Upshur (472-0535)

District 3 -- Western Division

Mickey Brown, Boone (369-1561)

Nancy Cartmill, Cabell (526-8634)

District 3 -- Eastern Division

Chair: Chuck Armentrout, Webster
(847-5780)

Jerry Berry, Summers (466-7100)
(Vacant)

County Commissioners'
Association of WV
2309 Washington Street East
Charleston, WV 25311
(304) 345-4639
info@ccawv.org

Vivian Parsons, Executive Director
Jennifer Webb, Admin. Assistant

President's Perspective

By Ron Watson, CCAWV President

A look back in TIME...

Sometimes one has to take a "peak" back in order to move forward. In the past few weeks it has come to my attention that my September letter to WVACo BOD's received less than favorable comments regarding CCA's legislative agenda and how we do business. As a standalone Association there should be no doubt in any County Commissioner's mind as to why we are a separate organization. We have a different role and responsibility from other elected constitutional officers.....\$\$\$\$\$\$\$\$.

In order to refresh seasoned Commissioner's memories and to enlighten new Commissioners I have reprinted the 2004 letter from then WVACo's president Sam Hall and the Agreement in which the CCA approved. (See insert).

I hope everyone has a Merry Christmas and a Happy New Year!!!

See you all at the Legislative Meeting in January!

Director's Discussion...

By Vivian Parsons, Executive Director

Merry Christmas Everybody!

May the joys of the season follow you
throughout the coming year!



This newsletter will be my parting message to 36 veteran county commissioners across the state and my 1st message to 36 newly elected commissioners.

Let me say it is a bittersweet time for Jennifer and I as we first say goodbye to "veterans" that we've come to know and enjoy through this organization. Some have "retired" voluntarily and some not so voluntarily, but either way, we have enjoyed your participation, your loyalty and your friendship. Your part in our endeavors has been noted and appreciated and will be missed.

(Continued on page 4)



Boone County
OFFICE OF THE PROSECUTING ATTORNEY
Boone County Courthouse
300 State Street
Martinsburg, West Virginia 25130

August 9, 2004

Mr. Walt Schmitten III
County Commissioner for Randolph County West Virginia
% Radisson Hotel
Martinsburg, WV
Via FAX

Dear Walt, et al.

I am attaching hereto the product of our discussions Saturday. I have discussed with 5 of the 6 EOC members the substance of the attachment and all are in agreement.

The one area of most concern among the EOC members is the matter of the membership dues. Like me, they universally do not want to commit to a position without knowing all the facts. Because we are dealing with future events, contingencies and possible emergencies that no one can predict, it is not prudent for the EOC to take such a hard position. I will tell that I am not aware of any discussions concerning a dues increase. The current fiscal year dues have already been set and every county has received their invoice. Many counties have already paid their current dues. Also, it is the general consensus among CCA members that counties which are in financial difficulty will not pay their dues for the current year. As long as membership revenues are not significantly reduced, the EOC will make every effort possible to deal with any shortfall by every means other than an increase in membership dues. As we discussed, the County commissions will always have the last say on payment of any dues.

I sure hope the attached meets with the approval of the CCA and look forward to continuing the positive discussions begun Saturday. We all know we have much work to do over the next few months and I want to reiterate that the WVACO will do everything possible to settle the issues that now exist.

Please let me know when you receive this letter and attachment. I look forward to hearing from you.

A handwritten signature in black ink, appearing to read "Clarence E. Hall II".

CE Hall
President, WVACO
Office # 304-369-7383
Home # 304-369-1624

We apologize for this being hard to read, it is a fax copy.

Please see attachment on other side of page.

AGREED RECOMMENDATIONS FROM THE WVACO EOC TO THE WVACO BOARD OF DIRECTORS

WHEREAS: The EOC of the WVACO is aware of certain issues that exist between the WVACO and the CCAWV which resulted in a recommendation by the CCAWV Board of Directors that their members not renew their membership in the WVACO;

WHEREAS: Subsequent to the above referenced board action, meaningful discussions have and continue to take place between the CCAWV Board of Directors and the President of the WVACO wherefrom definite areas of concern have been discussed;

WHEREAS: It is the understanding of the President of the WVACO that to avoid confusion and to expedite the agenda of the CCA it is desirable for the CCA, and/or its designated representative to be the official spokesperson for the CCA on any matter of CCA concern.

WHEREAS: As a product of the aforesaid discussions and in anticipation of the CCA Board of Director withdrawing its prior recommendation for its members to withdraw from the WVACO and further recommending to its membership to join the WVACO for the current year in order to allow adequate time for a full and complete discussion and resolution of the issues that exist between the organizations, the Executive Operations Committee of the WVACO will recommend to the Board of Director of the WVACO that the following resolutions be passed by said Board of Directors:

1. That if requested by the CCA the EOC will recommend to the Board of Directors that any and all appropriate resolution/s be adopted which will designate the CCA and/or its designated representative as the sole and exclusive source on issues of concern to the CCA. Further the WVACO shall not partake upon itself to represent the position of the CCA unless specifically requested to do so, in writing, by an official act of the CCA.

2. That the issues between the CCA and the WVACO requires a dedication on the part of both organizations to commit the time and resources necessary for a full and complete resolution. The WVACO and the CCA will both aggressively pursue the matters of concern with the intention of resolving the existing issues, understanding that each organization will determine for itself at the conclusion of the current fiscal year whether or not a continuation of the CCA as a member of the WVACO is in the best interest of each organization.

3. That the WVACO not increase its dues to members for the current fiscal year nor for the next following fiscal year. Provided that the membership revenues for the WVACO remain at significantly the same level as the current fiscal year. In any event if the WVACO should be presented with a significant short-fall in membership revenues, the WVACO will undertake to make-up any such loss of revenues by every other means available before resorting to an increase in membership dues.

Director's Discussion...

Vivian Parsons, Executive Director
(Continued from page 2)

To our 36 newly elected commissioners, we are excited to have you on board and look forward to working with you. The position of county commissioner is a wonderful, yet sometimes frustrating, job and we hope to be helpful to you in what ever way we can. Thank heavens for people willing to serve the public – congratulations!

It has been a busy couple of months here at the Association. We've just completed eight CCAWV Regional Legislative Roundtables across the state with good attendance at all. In the midst of regional meetings, we also hosted a 3-day Basic Training in Bridgeport for newly elected and veteran commissioners. It was a great success. We had some 70 folks there with 33 of the 36 new commissioners attending.

Currently we are planning for the CCAWV Legislative Conference. Mark your calendar for January 30-February 1, 2011 at the Charleston Marriott. This is a great time for everyone to meet with their legislators and discuss legislation that is important to all County Commissions. The Legislative Reception will be on Monday, January 31st. Please plan to attend. Registration will be coming to you soon!

Merry Christmas and a very Happy New Year!

CCAWV Calendar of Events



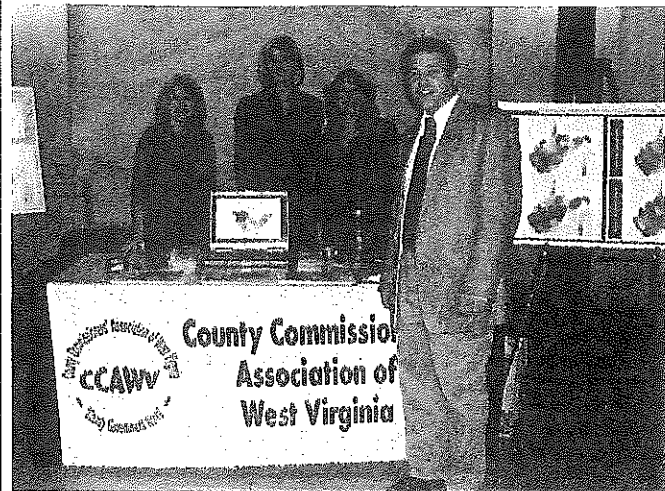
January 12, 2011
WV Legislative Session Starts

January 30 – February 1, 2011
CCA Legislative Association
Meeting and Educational Training
Marriott, Charleston

March 12, 2011
WV Legislative Session Ends

April 9-10, 2011
Local Government Leadership Academy
Morgantown, WV

County Commissioners' Association Participates in GIS Day at Capital!!!



Vivian Parsons, Melissa Scott, Jennifer Webb, Del. Ray Canterbury

The County Commissioners Association participated in GIS Day at the Capital during the legislative interim meetings. Vivian serves on the Council for Geographic Information Systems (GIS). Melissa Scott is the CCA representative on the GIS Steering Committee. If you would like information regarding GIS in your county please feel free to give our office a call.

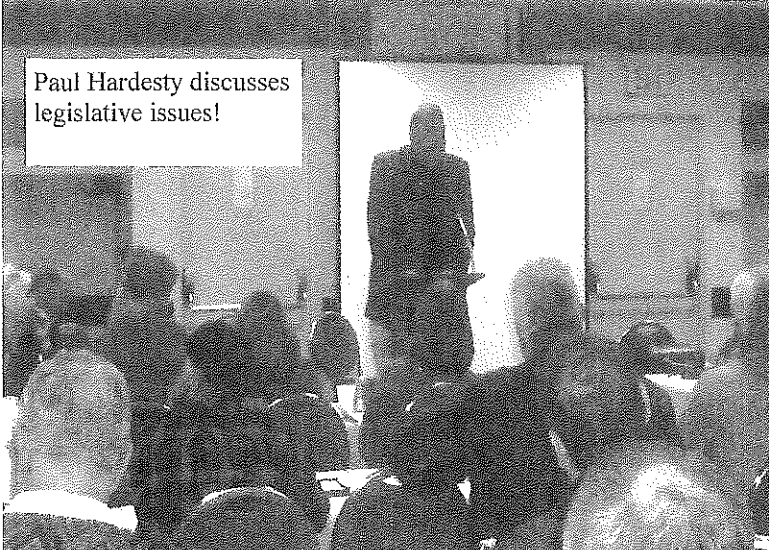
IN SYMPATHY

Our Sympathy goes out to the family of Fayette County Commissioner Kenneth Eskew. Ken was a CCAWV Board Member for many years and will be missed by his many friends in the Association. His smiling face will be missed at future board meetings

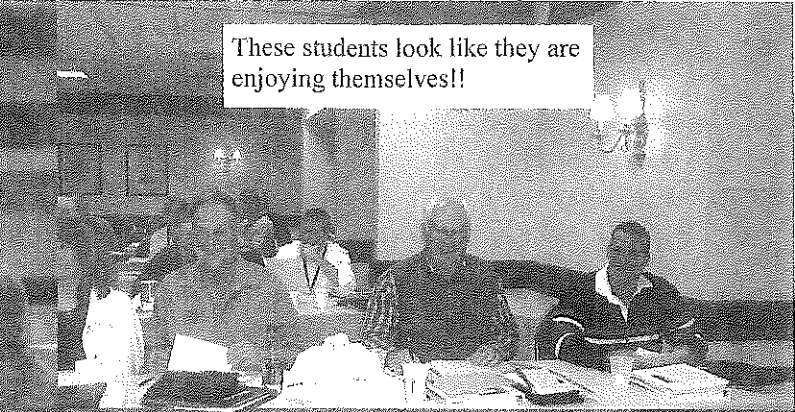


He was a great inspiration during his illness with his positive attitude. The way he lived his life was a great example for everyone. We will all miss him very much!

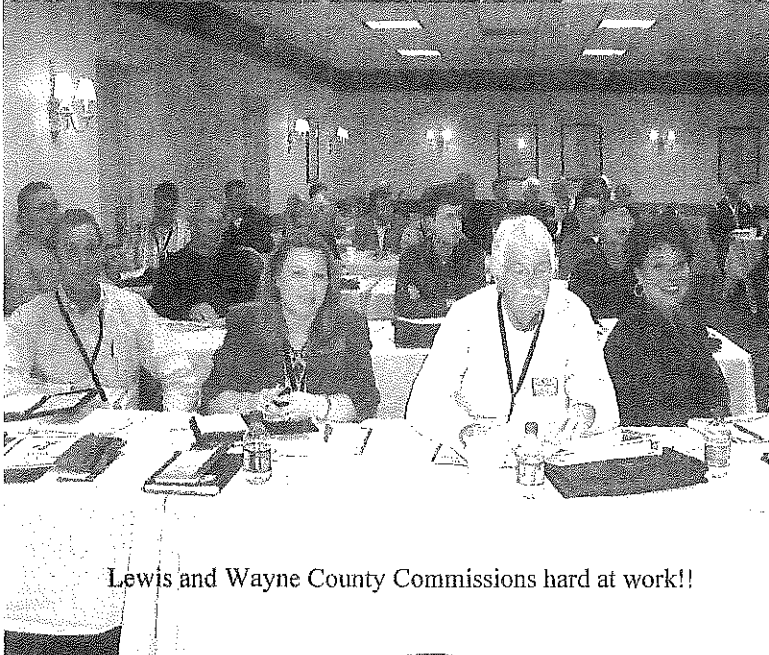
Pictures from the 2010 CCAWV Basic Training

A black and white photograph of Paul Hardesty standing at a podium, addressing a group of people seated at tables in a large room.


Paul Hardesty discusses legislative issues!

A black and white photograph showing several students sitting around a table, looking towards the camera with smiles.

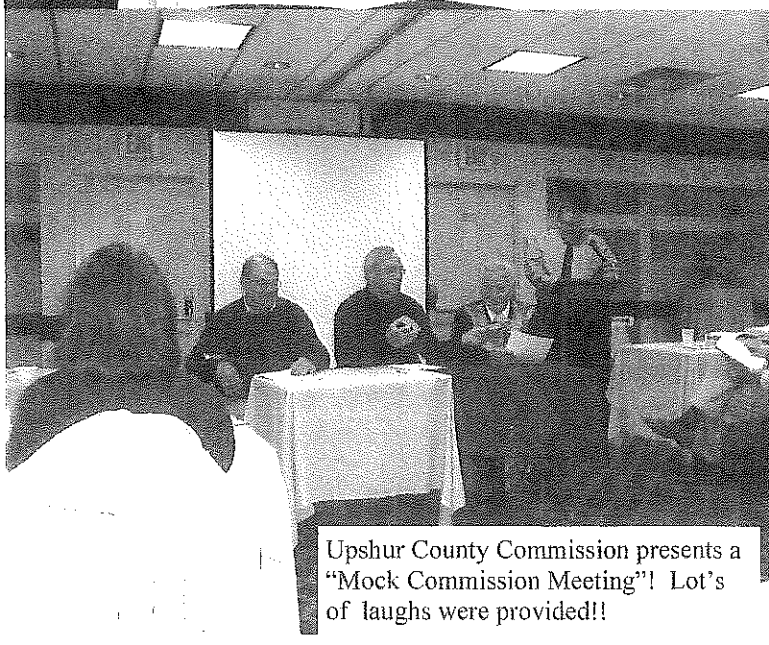
These students look like they are enjoying themselves!!

A black and white photograph of a large group of people, identified as Lewis and Wayne County Commissions, seated at long tables covered with white cloths, working on documents.

Lewis and Wayne County Commissions hard at work!!

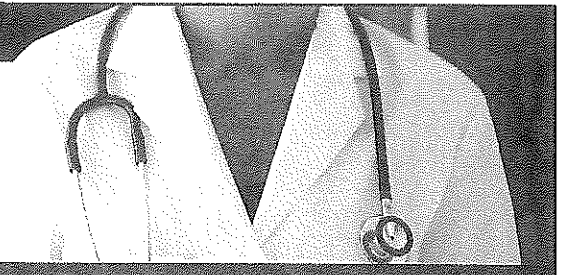
A black and white photograph of a group of people seated at tables, eating and talking during a lunch break.

Looks like they are enjoying their lunch!

A black and white photograph of the Upshur County Commission members seated at a table, participating in a mock meeting.

Upshur County Commission presents a "Mock Commission Meeting"! Lot's of laughs were provided!!

Eastern Panhandle Free Clinic



SERVING THE EASTERN PANHANDLE OF WEST VIRGINIA

WINTER 2010

CELEBRATING 10 YEARS OF GIVING



**Michele Goldman,
Clinic Director**

It is hard to believe that it has been 10 years since the inception of the Eastern Panhandle Free Clinic. The first year was spent developing the organization, forming a board, getting our 501 (c) 3 status and establishing a funding base. The doors

of the clinic opened in September of 2001. Since then thousands of people from five counties in WV have been able to receive healthcare who otherwise would have gone without. In the last nine years 46,571 medical visits have been provided at the clinic and there have been almost 5,000 visits to specialists, and 213,806 prescriptions have been provided through our charitable pharmacy worth \$17.6 million. Millions of dollars worth of care and medications have been donated through the generosity of volunteer physicians, dentists, pharmacists, nurse practitioners, mental health providers, nurses, medical assistants, various volunteers, the pharmaceutical companies and WVU Hospitals- East.

Our patients are not just numbers. They are members of our communities, many unemployed, many working minimum wage jobs, and those on disability waiting to get Medicare. They are people just like us trying to make ends meet needing help with their diabetes, their cancer, or a multitude of other health problems.

This last year I have witnessed through my own family what it is like to have a catastrophic health condition. My mother was diagnosed with colon cancer in March of this year. It has been an incredibly difficult situation for her and all of my family. There are so many times when I have thought what this situation would be like without health insurance coverage. I've thought of the kinds of decisions people have to make. Such as how much debt

they want their family to incur, the stress of worrying how you will pay the bills or whether you should get a specific treatment because you can't afford it.

Every day we see people with serious and often life threatening health problems. Thanks to your generosity they don't have the stress of worrying about whether they can get the healthcare they need. They are able to receive the care, treatments and medications they need.

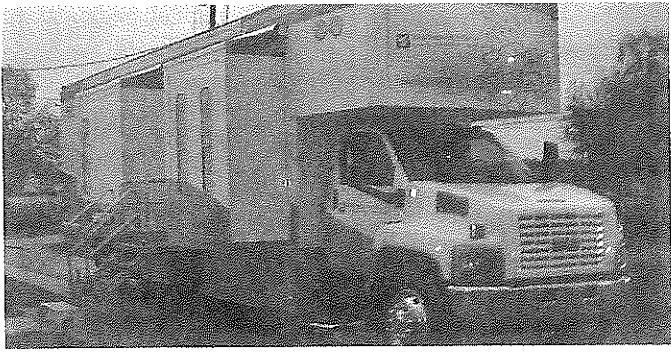
Our patients so often thank us for being here and for helping them. So on behalf of our patients I want to thank all of you for generously sharing your time, talent and treasure so that they can receive care here at the clinic. You should all be proud that your efforts have helped save lives and have made this a healthier community.

EPFC HOSTS BONNIE'S BUS FOR WOMEN'S HEALTH DAY

The Eastern Panhandle Free Clinic hosted Bonnie's Bus on November 16, 2010. EPFC providers enrolled 18 women into the Breast and Cervical Cancer Screening Program. Of those, 14 received free mammograms and 16 were eligible to also be enrolled into the Wise Woman Program (a cardiac risk screening program offered at the clinic).

Bonnie's Bus is WVU Hospital's state of the art mobile mammography unit that brings the most advanced digital mammography and breast care education to women in West Virginia. During its first year on the road in 2009, the 40-foot long Bonnie's Bus travelled 9,000 miles, visited 20 counties and provided nearly 400 mammography screenings. The goal for 2010 is to make at least 60 site visits throughout West Virginia with a focus on communities that have high breast cancer mortality rates.

Bonnie's Bus represents a statewide partnership of women's groups, clinicians, public health professionals



and other community leaders working to help reduce the number of deaths from breast cancer in West Virginia. The Bus was made possible by a generous gift from West Virginia natives Jo and Ben Statler. The bus is named after Mrs. Statler's late mother, Bonnie Wells Wilson who died of breast cancer. Bonnie's bus programs are supported in part by The Claude Worthington Benedum Foundation, Susan G Komen for the Cure and the Mary Babb Randolph Cancer Center.

MAKING A DIFFERENCE ONE PATIENT AT A TIME

Besides providing primary care there are many other forms of care given at the clinic. Below are examples of how these programs and the care patients receive at the clinic have made a dramatic impact on people in our community.

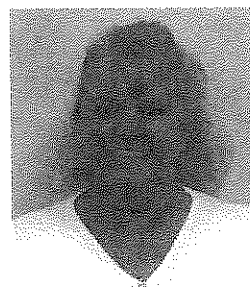
Mary is a 40 year old patient who has been coming to the clinic since April of 2010. When Mary came to the clinic she had multiple health problems including obesity, diabetes and high cholesterol. Mary was enrolled in the clinic's Chronic Disease Management Program, Weight Management Program, the Breast and Cervical Screening Program and the Wise Woman Program (a cardiac screening program). These programs all addressed Mary's health issues. These programs involve monitoring lab work, providing diagnostic screenings and educational visits about the disease process and ways to modify behaviors in order to control the disease.

Since being a patient at the clinic Mary's total cholesterol level has dropped from 413 to 150, her blood sugars have gone from 336 to 197 and she has lost 20 pounds. In addition Mary has received dental care through a grant the clinic has that enables her to get care through local dentists who have agreed to treat patients at a reduced rate.

Lynn is 56 years old and has been a patient at the clinic for about a year. Lynn also has multiple health problems as many of our patients do. She has diabetes, high cholesterol, depression, and osteoarthritis. Lynn had health insurance through her employer but when she lost her job about a year ago she also lost her health insurance. She currently works part time with no benefits. Lynn

came to the clinic with blood sugars that were running in the 300's and her total cholesterol was 265. To help get her diabetes and cholesterol under control she not only receives diabetes supplies and medications but she also is enrolled in the Chronic Disease Management Program and the Weight Management Program. Lynn also receives counseling for depression from a volunteer social worker therapist. Last March Lynn came to the clinic for a medication pick-up and complained of chest pain that she had been having off and on for months. She was seen by Ruth, one of our nurse practitioners, was ordered a stress test. The test showed she had significant blockages of three heart vessels. Lynn received triple by-pass surgery at Winchester Medical Center. Lynn says, "If it hadn't been for Ruth and this clinic I would probably have had a heart attack. She saved my life." Besides having a healthier heart, Lynn's blood sugars are now running in the 100's and her total cholesterol is down to 222.

Tim is 45 years old and has been a patient at the clinic since May of 2009. Tim was diagnosed with Charcot foot disease in July of 2009 and has experienced debilitating pain in his left foot. Charcot foot disease is a progressive, degenerative condition that affects the joints in the feet. It is associated with nerve damage (neuropathy) that decreases the ability to sense stimuli, including pain, and decreases muscular reflexes that control movement. As a result, the joints in the feet are subjected to repeated trauma and injury, causing progressive damage to the ligaments, cartilage, and bones. The condition progressed so rapidly, that it required Tim to have reconstructive surgery to repair the bones in his foot. The clinic staff worked with one of the leading foot surgeons on the East Coast to arrange this pro-bono surgery that was vital for Tim. Although the healing process is slow, Tim is able to walk again.



Christine shows her new smile

Christine, a 47 year old patient can smile again thanks to a grant that the clinic was able to get to provide dental care to established patients. Her teeth had deteriorated quite a bit and she had all of her teeth pulled a couple of years ago. Unfortunately, she lacked the resources or funds to buy dentures. Through a partnership with Healthy Smiles Dental Clinic, Christine received a full set of dentures. Christine reports that her job prospects are more promising now than ever before. Now her smile matches her bubbly personality. "I have a wonderful smile now and a reason to feel good about myself," says Christine.

It's through the support we receive that we can provide these services and make this kind of impact in the lives of our patients and in the health of our community.

Eastern Panhandle Free Clinic

1212 North Mildred St. • Ranson, WV 25438

Phone 304-724-6091 • Fax 304-725-7204

December 2010

Dear Friend:

Personal health is the great equalizer in life and our team here at the Eastern Panhandle Free Clinic has experienced this first hand this year. Illness does not fall prey to a particular socioeconomic group. It can strike when one least expects it and create devastating circumstances. Many of us are fortunate to have medical benefits to cover the health care we receive. Imagine having no insurance and limited access to health care. Thanks to your support, the patients receiving care at the clinic can focus on staying well.

This past year has seen many blessings for Eastern Panhandle Free Clinic patients and I wanted to share the news and let you know how you have helped to make some profound changes in the lives of our patients. Christine can smile again because of our partnership with Healthy Smiles Dental Clinic and Tim will be able to walk again without constant pain. For them, we say thank you. For Doris who found out she had cervical cancer because she received an annual exam through our Breast and Cervical Cancer Screening Program, we say thank you. This program saved her life. Thanks to you and our many donors and supporters, all of these patients have received the most precious gift...quality of life.

There are many more success stories waiting to be written, but it will take your help. Please consider making the gift of care in honor or memory of your family members this year.

- A gift of \$25 covers the cost of supplies and teaching materials used in the Chronic Disease Management Program.
- A gift of \$50 helps cover the cost of life saving medications that need to be purchased.
- A gift of \$100 covers the cost of 10 flu shots which will help people miss less work.
- A gift of \$500* covers the cost of 5 patient visits which we provide for free to all of our patients.

We deeply appreciate each contribution as a special act of generosity in these challenging times. Please accept our heartfelt thanks for your past support and your consideration this year. We will use your contribution in the most efficient, productive way possible to help people in our local community who need it most.

With Warmest Wishes this Holiday Season,



Michele Goldman, RN, BSN
Executive Director

*Any gift of \$500 or more is eligible for a Neighborhood Investment Program tax credit. A limited number of credits are available. For more information about the NIP's tax credits, please contact Stacie Rohn at (304) 724-6091 ext. 228.

"A Helping Hand from a Caring Heart"



HONOR FAMILY AND FRIENDS – “THE GIFT OF CARE”


The “Gift of Care” is a way to honor family, friends and business associates for birthdays, holidays, as a memorial or for other occasions. A donation to EPFC in the name of a loved one honors them and gives care to those who need it most.

In Memory of:

- Betty Dillard — by Mary Morrison
- Anne Dost — by Stacy Mayville and John Aldis
- Ashley Osment — by Engle United Methodist Church,
Edward and Mary Gageby, and St. John’s Episcopal Church
- Margaret Rendler — by Mary Alice Fritts
- J. Blackwell Davis — by Mary Via

In Honor of:

- Eileen Ashurst by Michele Goldman, Elizabeth Niemeier,
Glen and Linda Niemeier
- Waugman Wedding’s groomsmen — Matthew Waugman,
Rick Rohn — by Stacie Rohn

 Every dollar donated to the Clinic provides \$15 worth of healthcare, a great return on your donation. Please consider a donation today.



HELP THE CLINIC SERVE MORE PATIENTS

We need to hire a part-time physician and a care coordinator. The estimated cost is \$100,000. These positions will provide additional services needed by our patients.

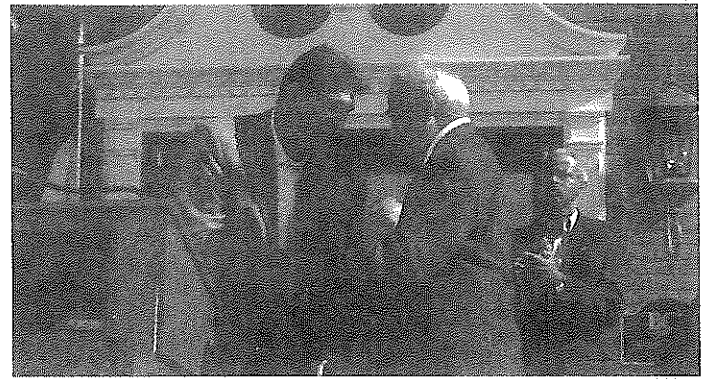
Have you thought about becoming a monthly supporter? This can be done through payroll deductions, send a monthly donation or donate online.

The Following Volunteers are Needed:

Respiratory Therapists, Social Workers, Primary Care Physicians, Specialty Care Physicians, Pharmacists, Dentists, Chiropractors, Acupuncturists, Massage Therapists, Nurses and Nurse Practitioners. Volunteers are also needed to provide clerical support and to help with fund-raising and administrative tasks.

Please call Stacie Rohn (304)724-6091 ext 228 if you would like to volunteer or to discuss financial support options.

**“WE WILL NOT SELL OR SHARE YOUR
INFORMATION. PERIOD.”**



DR. MAHE RECEIVES HIGHEST RECOGNITION FROM THE GOVERNOR

Congratulations to Dr. Maheswaren (Mahe), clinic volunteer, who was recognized by Governor Joe Manchin, III on October 23rd with the Distinguished Mountaineer award. This is a lifetime achievement award and the highest award given by the Governor.

WANT A TAX BREAK? NIPS TAX CREDITS AVAILABLE

The Eastern Panhandle Free Clinic has been awarded West Virginia Tax credits through the Neighborhood Investment Program which can be given to our donors as an added giving incentive. A tax credit is much better than a tax deduction. It is subtracted directly from the WV tax payment you owe! These tax credits can be used to reduce WV tax liability on personal income tax, corporate net income tax, and business franchise tax.

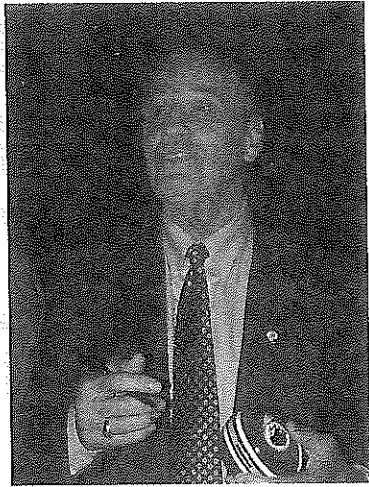
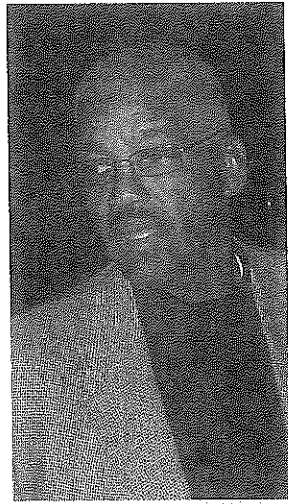
How does it work? Credit is given for 50% of the contribution. For example, a \$2,000 contribution equals a \$1,000 credit. The minimum eligible contribution is \$500. The credit must be taken within a five-year period, beginning with the tax year in which the donation is made. The use of NIP tax credits in conjunction with federal tax deductions greatly reduces the cost of the contribution to the donor. For more information contact Stacie Rohn at (304) 724-6091 ext. 228.

COMMUNITY SUPPORT

The South Jefferson Ruritan welcomed clinic staff member Stacie Rohn to their summer meeting to share news about the clinic’s move to Ranson. Rohn was invited by Al and Irene Cates to relay the many blessings that have been bestowed upon the Eastern Panhandle Free Clinic. “Thanks to generous civic supporters in Jefferson County, the clinic is able to care for the community’s most needy citizens,” Rohn said. “The South Jefferson Ruritan has donated over \$1,000 to the Eastern Panhandle Free Clinic in the past few years and we are so thankful to have their support.” The South Jefferson Ruritan is just one of the many supporters who have blessed us this year.

WEST VIRGINIA BREEDERS CLASSIC SUPPORTS EASTERN PANHANDLE FREE CLINIC

Many thanks to Sam Huff for his support of the EPFC by making the clinic one of the beneficiaries for the 3rd year in a row of the WV Breeders Classics Annual Sports Breakfast of Champions. Sam is a big supporter of the work of the free clinics in WV.



MESSAGE FOR WELLNESS



Jill Speelman's Massage for Wellness is a natural evolution of Jill herself. Her interest in non-invasive hands-on healing work started early when she was a teenager and trained as a nurse's aide. Originally from Carlisle, PA, Jill attended Millersville University, receiving her bachelor's degree

in education in 1970. In 1980, she discovered Therapeutic Touch which sparked her interest in bodywork and birthed the idea to become a massage therapist. When she told her father about her career change he said, "Well, it sure helped your grandmother!" Then she heard the story of her grandmother's auto accident in the 1920's that left her paralyzed. Massage therapy was the only therapy given and she lived a long and fruitful life.

Jill's journey into massage therapy took a set of very serendipitous circumstances, doorways that opened, courses became available and in 1989 she began training at the

Pennsylvania School of Muscle Therapy in King of Prussia where she chose to complete an additional 80 hours of advanced training in Pfrimmer Deep Muscle Therapy. This advanced form of massage actually corrects muscle damage that has occurred because of disease, injury, structural stress, or muscle abuse. After Jill completed her studies in 1991, the Pennsylvania School of Muscle Therapy hired her for ten months as an Academic Supervisor to help revamp the school's Swedish massage curriculum.

Meanwhile, she began discussions with medical doctors near her home in Lititz, PA. She wanted to promote massage as an adjunct to their patients' treatment. In November 1991, she set up a private practice, Massage for Wellness, with Rothsville Family Practice in Lancaster County, PA. She had a unique position there, working closely with the doctors who prescribed massage for their patients giving them the opportunity to receive their treatment at the medical center. Jill has worked for other Doctors in Virginia and West Virginia as well as at the Eastern Panhandle Free Clinic where she volunteers several mornings a month where clients are sent for massage to relieve pain and stress without the use of prescription pain medication. Many have never had massage and are pleasantly surprised that the session is so helpful.

When Jill began her work in massage therapy, massage was seen as an innocuous, non-invasive therapy that would at least "do no harm." Today, 20 years later, massage therapy is used for relaxing muscles, pain relief, promoting better sleep, relieving stress and the list of benefits can go on and on. You can find them listed on the web at <http://www.ncbtmb.org> and click on consumers.

Jill holds a certification with the National Certification Board of Therapeutic Massage and Bodywork and her WV Massage Therapy license through additional hours of training every two to four years. She has opened a home studio keeping the name Massage For Wellness and offers massage by appointment. Please call for information and appointments. Her article, Massage: An Ancient Healing Therapy Rediscovered in the 1990s was published in Home Health Care Management & Practice, Aspen Publishers, 1996, Vol. 8, No.2, pp.15-20.

Jill Speelman BS, LMT, may be contacted at 540.931.2939

In addition to Jill's services, we are also blessed to have Peter Shor, LMT join us once a month to provide relief to our patients struggling with pain. Here's what Massage Patients are saying about their treatment...

"I have severe back pain from a car accident 6 years ago. Massages are wonderful for relaxing the muscles and reducing the pain. Thank you!"

"Terrific experience! Most help I've had in 10 years of pain. I have hope."

I had never had a massage before and I will value this specific help for my fibromyalgia higher than any other medical benefit I've had."

"Thank you so much! I'm not hurting for the first time in a long time."

This was a wonderful experience. My pain is gone and I feel renewed. Terrific!"

EPFC HONORS VOLUNTEERS AT THE ANNUAL DINNER ON NOVEMBER 18TH

Hollywood Casino at Charles Town Races hosted our 9th Annual Volunteer Recognition Dinner on November 18, 2010. Over 200 people attended the event where our volunteers and longtime supporters were recognized for their gifts of time and treasure over the last 10 years. Community members and organizations who have given financial support to the Clinic since it opened were recognized. Those recognized were Hollywood Casino at Charles Town Races, Charles Town HBPA, Jefferson Memorial Hospital, Stan and Judy Jones, Snowdon Byron, Jefferson County Chamber of Commerce, United Way of the Eastern Panhandle, Trinity House Thrift Shop, Rotary Club of Charles Town, Jefferson County Commission, City of Charles Town, City of Ranson, Trinity Episcopal Church and Charles Town Moose.

Also recognized were the people who have been with the organization since its inception: Rusty Morgan, Leona Cook, Wayne Thompson, Michele Goldman, John Aldis, MD and Cathy Burcham. Wayne Thompson and Rusty Morgan have been volunteer board members all during this time. John Aldis, MD has been a volunteer board member and the Medical Director for the last 9 years.



Executive Director Michele Goldman honors contributors who have donated since the opening of our clinic

THANKS TO OUR SPONSORS

GOLD

Guy's Buick

SILVER

Jamie Davis

Butch Cazin – Long & Foster

St. Agnes Social Concerns

Dr. Brian Palank, DDS

City National Bank

American Public University

Trinity House Thrift Shop

BRONZE

RAI

The Eastern Panhandle Free Clinic is Going Green

In an effort to create less paper in everyone's life, we would like to send future mailings and newsletters to you via email. If you are interested in receiving clinic updates in this manner, please call us at (304) 724-6091 x.228 and verify your email address or go to our website at www.wvepfc.com and use the contact us feature. If you leave a message stating that you wish to join our email list, then we will include future mailings in an electronic format. We greatly appreciate your help in furthering our mission while spending less to keep you informed.



Leona Cook and Michele Goldman are recognized for ten years of service



AN EASY WAY TO SUPPORT THE CLINIC THIS HOLIDAY SEASON!!

Are you an online shopper? GoodShop.com is an online shopping mall that donates up to 37% of each purchase to your favorite cause (the Clinic). Hundreds of great stores including Amazon, Target, Gap, Best Buy, ebay, Staples, Macy's and Barnes & Nobles have teamed up with GoodShop. Every time you place an order, you'll be supporting the Clinic.

Just go to www.goodsearch.com and be sure to enter Charles Town Health Right, Inc. (our legal name) as the charity you want to support. This site supports both GoodSearch.com (an online search engine) and GoodShop.com. Be sure to spread the word!

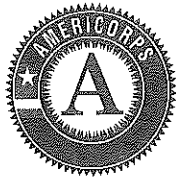
GoodSearch & GoodShop



The Eastern Panhandle Free Clinic
 1212 N. Mildred Street
 Ranson, WV 25438

Return Service Requested

Presorted STD
 U.S. Postage
 PAID
 Martinsburg, WV
 Permit 123



United Way
 of the Eastern Panhandle, Inc.

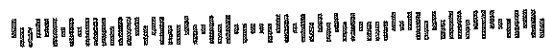
CFC #87159

INSIDE

- Celebrating 10 years of Service
- Meet Jill Speelman
- How to get a tax break

*****AUTO**5-DIGIT 25414

Jefferson County Commissioners
 PO Box 250
 Charles Town WV 25414-0250



BOARD MEMBERS

PRESIDENT
 Susan Sullivan-Rakoff

VICE-PRESIDENT
 Sharon Mailey, PhD.

MEDICAL DIRECTOR
 John Aldis, MD

SECRETARY
 Michael Cassell

TREASURER
 Wayne Thompson

BOARD MEMBERS
 Rusty Morgan
 John Dempsey
 Philip Ryan, MD
 Virginia Slusher
 Terry Walker
 Daniel VanBelleghem

**SERVICES PROVIDED BY EPFC TO JEFFERSON,
 BERKELEY AND SURROUNDING COUNTIES**

	YEAR 2009	JAN-NOV 2010
Number of Patients Using Free Clinic	2,100	2,850
Number of Patient Visits	9,854	9,285
Number of New Patients	637	590
Medications Provided	45,745 (worth \$4,102,853)	42,276 (worth \$4,430,773)
Referrals to Specialists	1,270	1,285

MISSION STATEMENT

To provide quality health care to low-income, uninsured persons.

SERVICE GOALS

The clinic has four service goals:

To provide **free** medical care. To provide **free** prescription assistance. To provide **free** referrals to medical specialists. To provide referrals to community organizations.

Requests for information can be directed to:
 Eastern Panhandle Free Clinic
 1212 N. Mildred Street • Ranson, WV 25438
 Phone: 304-724-6091 • Fax: 304-725-7204
 Email: epfc@frontiernet.net • Website: www.wvcpfc.com

Eastern Panhandle Free Clinic

A non-profit medical clinic that provides free health care services to low income uninsured residents of the Eastern Panhandle who are unable to obtain care through existing programs.

The EPFC delivers **over \$15** in health care to uninsured West Virginians **for every dollar appropriated** - a tremendous return on taxpayer investment by any measure.

Makes check payable to "Eastern Panhandle Free Clinic".
All donations are 100% tax-deductible.

Eastern Panhandle Free Clinic *"A Helping Hand from a Caring Heart"*

Please contribute to our Annual Fundraising Campaign.

\$25 \$50 \$100 \$250 Other _____

Name _____

Company _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____

1212 North Mildred Street, Ranson, West Virginia 25438 • 304-724-6091 • EPFC is a 501 (c)3 Non Profit Organization.



Providing primary health care services to low income uninsured residents
of the Eastern Panhandle of West Virginia.

Eastern Panhandle Free Clinic

Eastern Panhandle Free Clinic
1212 N. Mildred Street
Ranson, WV 25438

Thank
You

Eastern Panhandle Free Clinic
1212 N. Mildred Street
Ranson, WV 25438