

**REVISED AGENDA  
JEFFERSON COUNTY COMMISSION  
THURSDAY, MAY 19, 2011  
9:30 A.M.**

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

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF MINUTES**

- Regular Session May 12, 2011
- Public Hearing May 12, 2011

**APPROVAL OF PURCHASE ORDERS**

**APPROVAL OF ACCOUNTS PAYABLE**

**PUBLIC COMMENT**

**PRESENTATIONS:**

1. 9:45 a.m. Angie Banks, Assessor  
- Signature on Certificates for the Personal Property and Land Books
2. 10:00 a.m. Jean Neely  
- Presentation on SAIL - Shepherdstown Area Independent Living
3. 10:15 a.m. Jennifer S. Maghan, County Clerk  
- Election Update  
- Approval of Summer Intern - Arabia Anderson
4. 10:30 a.m. Break
5. 10:45 a.m. Roger Goodwin, Chief County Engineer  
- Water Budget Study Project
6. 11:00 a.m. Roger Goodwin, Chief County Engineer  
- Tolling of construction bond for Notting Hill Subdivision, Duplex Lots 1-22 and Parcels A, B & C

7. 11:15 a.m. Roger Goodwin, Chief County Engineer
  - Complete release of the Construction Bond security for Michael R. Shveda - Shepherdstowne Estates Subdivision, Lots 1-9 Residue (File #07-24) - Letter of Credit #517486 with Jefferson Security Bank, Shepherdstown, West Virginia
  - Complete release of the Construction Bond security for County Green, LLC - The Woods at Wheatland Subdivision, Lots 1-7 & Residue (File#07-22) - Cash-in-Escrow with the Bank of Charles Town, Charles Town, West Virginia
  - Complete release of the Construction Bond security for Rattlesnake Run, Inc./Thomas Harding for the Oxford Meadows Subdivision, Lots 1-14 (File #06-27) - Letter of Credit #60004966069 with Susquehanna Bank, Greencastle, Pennsylvania
  
8. 11:30 a.m. Roger Goodwin, Chief County Engineer
  - Update on Stormwater Management Pond at Windmill Crossing in Charles Town and how it affects county residences (LW)

**UNFINISHED BUSINESS:**

9. **\*Request to approve and include two positions in the maintenance department (carpentry and auto mechanic) which were inadvertently omitted from the final budget deliberation to be reinstated into next year's budget (DM) - Discussion/Action**  
**\*\*\*\*\**(This agenda item will be rescheduled)*\*\*\*\*\***

**NEW BUSINESS:**

10. Barbara Miller, Director of Homeland Security and Emergency Management
  - Citizen Corp Grant
  
11. Resolution - Eliza Bayles - Retirement

**COUNTY ADMINISTRATOR REPORTS**

**COUNTY COMMISSION REPORTS**

12. 12:00 p.m. Break for Lunch

~~~~~ AFTERNOON SESSION ~~~~~

13. 1:00 p.m. Public Hearing - Land Development Fees - 10% Fee Increase
  
14. 2:00 p.m. ADJOURN

**CORRESPONDENCE:**

Newspaper article regarding Duffields Day on June 19, 2011 received from Joseph Snyder and copy of letter from the State Rail Authority to Senator Manchin.

Thank you letter received from the Boys & Girls Club for the \$5,000.00 donation.

West Virginia Ethics Reporter, April, 2011.

Reminder of Roundtable Council of Governments Meeting on Wednesday, May 25, 2011 at 5:00 p.m.

Weekly settlement reports for the Charles Town Races received from the West Virginia Lottery.

Email received from Matthew Harris in protest of purchasing the building in Kearneysville, WV.

Email request from Juan Estrada to receive information regarding Changes to the Custom Center entrance.

Email received from Beverly Hughes concerning the rescinding of \$100,000 to "protect" land near Shepherdstown.

Reminder Primary Election Canvass is scheduled for Friday, May 20, 2011 at 9:30 a.m. at the Jefferson County Courthouse meeting room located at 100 East Washington Street, Charles Town, WV.

Reminder that Jefferson County Offices will be closed Monday, May 30, 2011, in observance of Memorial Day.

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

## **Minutes**

### **Jefferson County Commission**

**Thursday, May 12, 2011**

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A meeting of the Jefferson County Commission was held on Thursday, May 12, 2011 at the Old Charles Town Library meeting room located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Dale Manuel, Frances Morgan, Walt Pellish and Lyn Widmyer; Tim Boyde, County Administrator, Nichelle Hosby, Executive Assistant and Jimmy Eddie, Bailiff. (An audio tape of this May 12, 2011 meeting is available through the Jefferson County Commission Office.)

The meeting was called to order at 9:30 a.m. by Commissioner Manuel.

#### **PLEDGE OF ALLEGIANCE**

Commissioner Pellish led the Pledge of Allegiance.

Unanimous consent to hold over the request to approve and include two positions in the maintenance department (carpentry and auto mechanic) which were inadvertently omitted from the final budget deliberation to be reinstated into next year's budget which is agenda item number nine (9), until all commissioners can be in attendance.

#### **APPROVAL OF MINUTES**

Motion by Ms. Morgan to approve the Minutes of the May 4, 2011 regular meeting of the Jefferson County Commission as amended. Motion seconded by Ms. Widmyer and unanimously approved.

#### **APPROVAL OF PURCHASE ORDERS**

Motion by Ms. Widmyer to approve Purchase Orders in the amount of \$99,250.50, being purchase order numbers: 48520, 48519, 49865, 49607, 49327, 49328, 52951, 49608, 649610, 49609, 48888, 48110, 52814, 52815, 49582, 49583, 52927, 49405, 49406, 52813, 49518. Motion seconded by Ms. Morgan and unanimously approved.

#### **APPROVAL OF ACCOUNTS PAYABLE**

Motion by Ms. Morgan to approve the accounts payable in the amount of \$156,016.68. Motion seconded by Mr. Manuel and unanimously approved.

#### **PUBLIC COMMENT**

Debbie Sirbaugh gave comment regarding storm water management, flooded roadways and the forthcoming blasting at Windmill Crossing.

Frederick Hatcher gave comment on the storm water management and flooding issues at Windmill Crossing.

Unanimous consent was given to hear a brief update from Ms. Widmyer on the new information she received regarding storm water management at Windmill Crossing.

Ms. Widmyer gave a brief update of Windmill Crossing and stated that this issue has been scheduled for next week's agenda with comments from Roger Goodwin, Chief County Engineer.

**PRESENTATIONS:**

1. **Jennifer Brockman, Director of Planning and Zoning**, requested approval of a job offer to Aaron Molenda for 2011 summer planning intern.

Motion by Mr. Pellish to approve the hiring of Aaron Molenda as a Summer Planning Intern. Motion seconded by Ms. Widmyer and unanimously approved.

2. **Jennifer Brockman, Director of Planning and Zoning and Steve Barney, Zoning Administrator**, provided a PowerPoint presentation on the proposed Policy Neutral Amendment Zoning and Land Development Ordinance and to set a date for a Public Hearing.

Motion by Mr. Pellish to schedule a Public Hearing for the Proposed Policy Neutral Amendment Zoning and Land Development for June 9, 2011 at 7:00 p. m. Motion seconded by Ms. Morgan and unanimously approved.

3. **Jennifer Brockman, Director of Planning and Zoning**, requested to use funds out of the Planning line item of Professional Services as part of a local match for a proposed grant being applied for by the Freshwater Institute for the purpose of developing a High-Resolution Land Use/Land Cover Data Set.

Michael Schwartz of the Freshwater Institute was present and gave comments.

Motion by Ms. Morgan to authorize the Planning Department to utilize \$3,750.00 in funds from the Planning Department's Professional Services budget line item to be part of the local match for a WV 2012 Chesapeake Bay Regulatory and Accountability Grant being applied for by the local farmers. Motion seconded by Mr. Pellish and unanimously approved.

**The Commission took a break at 10:46 a.m.**

**The Commission reconvened at 11:00 .m.**

4. **Stephanie Grove, Assistant Prosecuting Attorney**, updated the Commission on The Freedom of Information Act FOIA case and reported that an Order will be forthcoming.

Ms. Grove presented a request of reimbursement for legal fees on behalf of Michael D. Thompson that was incurred by defending an ethics complaint filed against him.

Motion by Mr. Pellish to approve reimbursement to Michael D. Thompson for legal fees incurred for the ethics complaint filed by the Planning and Zoning Commission. Motion seconded by Ms. Widmyer and was approved 3-1. Ms. Morgan voted no.

Ms. Grove reported that an executive session was needed to discuss pending litigation and a personnel issue.

Unanimous consent to have the County Clerk speak prior to the executive session.

5. **Jennifer Maghan**, County Clerk reported on early voting totals and a reminder that the Primary Election is Saturday, May 14, 2011.

Ms. Maghan asked that the Commission set the time and location for the Primary Election Canvass.

Motion by Ms. Widmyer to set the Primary Election Canvass for May 20, 2011 at the Jefferson County Courthouse and to begin at 9:30 a.m. Motion seconded by Mr. Pellish and unanimously approved.

6. Motion by Ms. Morgan to enter into Executive Session to discuss pending litigation and personnel issues. Motion seconded by Ms. Widmyer and unanimously approved.

Motion by Mr. Pellish to exit Executive Session. Motion seconded by Ms. Widmyer and unanimously approved.

7. **Barbara Miller, Director of Homeland Security and Emergency Management**, requested to use funds to Contract for Emergency Operations Plan Annexes.

Motion by Ms. Widmyer to approve the contract with J.H. Consulting, LLC in the amount of \$10,000 to complete an Emergency Operations Plan Annexes. Motion seconded by Ms. Morgan and unanimously approved.

8. **Interview and appointment to the Jefferson County Emergency Services Agency.**

Ed Boober was present and gave comments.

Motion by Ms. Widmyer to appoint Ed Boober to an unexpired term on the Jefferson County Emergency Services Agency ending November 2, 2012. Motion seconded by Mr. Pellish and unanimously approved.

#### NEW BUSINESS:

9. **Patricia Rucker, We the People of Jefferson County, West Virginia** request to use the Jefferson County Commission meeting room for a book lecture on Saturday, May 21, 2011.

Motion by Mr. Pellish to approve We the People of Jefferson County, West Virginia the use of the Jefferson County Commission meeting room on Saturday, May 21, 2011. Motion seconded by Mr. Manuel and unanimously approved.

10. **Request by Terry Simons and Paul Bevins** for the Commission to authorize the waiver of all or part of the fees associated with the construction work to be done by the youth of the WorkCamp Program on homes in and around Jefferson County during June 2011.

Motion by Mr. Pellish to approve the waiver of fees associated with the construction work to be done by the youth of the WorkCamp Program on homes in and around Jefferson County during June 2011, contingent upon Proof of Liability Insurance being provided. Motion seconded by Ms. Widmyer and unanimously approved.

- 11. Request from Bill Polk Director of Maintenance,** presented by Tim Boyde, County Administrator to approve the advertisement to fill a custodian position that will become vacant at the end of May due to an employee retiring.

Motion by Ms. Widmyer to approve the advertisement for a new hire to fill a custodian position that will become vacant at the end of May due to an employee retiring. Motion seconded by Mr. Pellish and unanimously approved.

The Commission directed staff to complete a resolution to be presented during the next regular meeting of the Commission.

### **COUNTY COMMISSIONER REPORTS:**

#### **Commissioner Morgan:**

- Reported that she attended a Board of Health meeting.
- Attended a Farmland Protection Board meeting
- Attended the Jefferson/Berkeley Day Report Center Board meeting.

#### **Commissioner Pellish:**

- Reported that he participated in a conference call to hold a Board Retreat for the Development Authority to be held on a Saturday in June.

#### **Commissioner Widmyer:**

- Reported that she attended PSD meeting and an Engineer has been hired. Kudos to Todd Fagan for his help.
- Attended a Watershed Implementation meeting.
- Reported that she ran in the 5K, sponsored by the Shepherdstown Day Care on Saturday, May 7, 2011.

#### **Commissioner Manuel:**

- Reported that he attended the NAACP Candidate Debate.
- Reminded everyone to get out and vote Saturday, May 14, 2011.

### **COUNTY ADMINISTRATOR REPORTS:**

- Reported a decision needs to be made concerning the 50% of the commission is returned back from the purchase of the McDaniel Hardwood Building. The funds must go to a 501C3.

Mr. Boyde will prepare options on how to distribute the funds.

- Reported that Teresa Warnick from Teen Court is leaving the area and a replacement has been hired.

### **AFTERNOON SESSION – WEST VIRGINIA LEGISLATORS**

**Commissioner Widmyer did not attend the afternoon session.**

**Delegation –Senator Herb Snyder, Delegate Tiffany Lawrence, Delegate Eric Householder and Delegate John Doyle** were present and gave comments regarding the following topics:

- Pension funding
- EPA mandates
- Marcellus Shale
- Smoking prevention in youth
- Transportation to the metro areas

The Legislators agreed to return in October 2011 to discuss new legislation.

There being no further business, motion by Mr. Pellish to adjourn. Motion seconded by Mr. Manuel and unanimously approved.

Upon rising the Commission recessed until Thursday, May 19, 2011 beginning at 9:30 o'clock a.m.

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DALE MANUEL, PRESIDENT PRO TEM

**SPECIAL SESSION:**

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

At a Special Session of the County Commission of said County and State continued and held at the Old Charles Town Library Ground Floor meeting room thereof on Thursday, May 12, 2011, beginning at 7:00 o'clock p.m.

**PRESENT:** Commissioners: Dale Manuel, Walt Pellish and Frances Morgan

**In re: PUBLIC HEARING - Proposed New Fee Schedule Impact Fees**

Commissioner Manuel opened the Public Hearing for the New Fee Schedule (Impact Fees).

Mark Schiavone, Director of Capital Planning presented a PowerPoint presentation and gave comments.

Comments were made by the following:

Keith Tunell (in writing)  
David Hartley (in writing and in person)  
Vicki Eckert  
Dan McVicar  
Pete Dougherty  
James Dorsey  
Douglas Picard  
Paul Rosa  
Dave Withers

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

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PATRICIA NOLAND, COMMISSION PRESIDENT

|                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------|
| <p>Commission Office Use Only</p> <p>Date on Agenda: <u>5/19/11</u></p> <p>Appt Time or New Business: <u>10:00 AM</u></p> |
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**AGENDA REQUEST FORM**

Name: SAIL (Shepherdstown Area Independent Living)

Department or Entity: contact Jean Neely, 876.2410

Estimation of amount of time needed for appointment: 20

Date Requested – 1<sup>st</sup> Choice: May 19,

Date Requested – 2<sup>nd</sup> Choice: May 26,  
2011

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

Subject:

**Info briefing on SAIL**

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

SAIL has been founded to enable seniors to remain in their homes as long as they are able and desire to do so. This is called "Aging in Place" and is a nation-wide movement. The advent of the retiring baby-boomers makes this relevant.

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

We want the Commission to be cognizant of SAIL and what it offers residents.

Attachments:

**Brochure**

## Help Us Shape Our Vision

by

## Becoming a Member Today

### Membership Opportunities

Founding Member

\$1000 (includes one-year membership)

~~~~~

Household Membership-Annual Dues

\$500 Single-person household

\$700 Multi-person household

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### Levels of Support

**Corporate Partner:** Businesses providing financial support (three levels)

**Strategic Partner:** Non-profit organizations providing support and in-kind donations

**Individual:** 5 levels of support

## Contact information

SAIL  
PO Box 2091  
Shepherdstown, WV 25443

Location:  
Trinity Episcopal Parish  
House

210 West German St.  
Shepherdstown

sailinc@hotmail.com

Vicky Thomas 304-876-2105

OR

Melinda Landolt 304-876-2135

[www.shepherdstown sail.org](http://www.shepherdstown sail.org)

## Officers and Board Members

Vicky Thomas, President  
Jean Neely, Vice President  
Melinda Landolt, Secretary  
Cris Kinsella, Treasurer

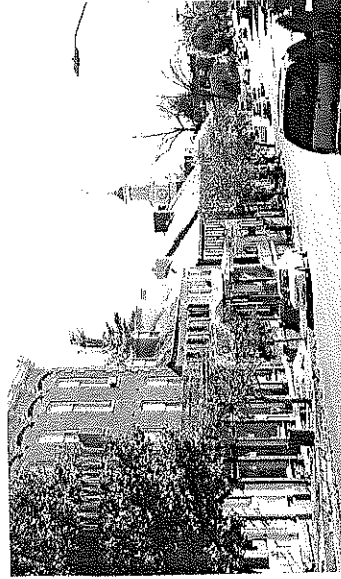
Tom Miller  
Judy Moore  
G.T. Schramm  
Dan VanBellegem  
Ted Walton  
Jack Young

# Shepherdstown

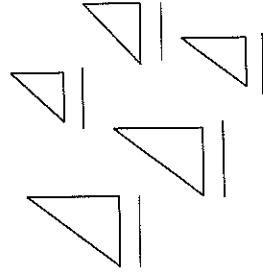
# Area

# Independent

# Living



Keeping the Wind in Our Sails



SAIL is a member-driven organization that will evolve as SAIL grows and program support areas crystallize.

#### Vision Statement

**Shepherdstown Area Independent Living (SAIL)** will be a mutually supportive community network for members in the Shepherdstown area empowering residents to remain in their homes for as long as they are able.

#### Mission Statement

**Shepherdstown Area Independent Living (SAIL)** is a non-profit, member-supported organization of Shepherdstown area residents seeking to sustain the quality of their lives and valued independence in their own homes; SAIL will provide a variety of needed fee-based services, resources, and social and educational opportunities for its members.

#### Organization

SAIL is a non-profit organization sustained by membership fees operating under a Governing Board with day-to-day management overseen by an Executive Director. Just a single phone call will put all our services at your disposal.

**Immediate Goals:** SAIL plans to begin operating on a limited basis in the fall of 2011, with a part-time Executive Director in place supported by office volunteers.

You may participate in the many social, wellness, and educational activities that SAIL supports and/or coordinates such as:

Trips to local and metro events, galleries and concerts.

The Lifelong Learning program now being established at Shepherd University to provide personal interest classes and local continuing education events;

Informal in-home gatherings, dining out, or potluck dinners.

**Note: some events will require a charge related to that activity i.e., bus trip or ticket costs.**

#### Entrepreneurship

SAIL will encourage and promote business opportunities for services needed locally, e.g., taxi service, limo to airports, housekeeping, home maintenance, and assistance with disposing of property, both real and personal.

#### Communication

Sail will stay in touch with members via an interactive website which contains a calendar of events and everything you want to know about SAIL, and by email, newsletters, the US Postal Service and by telephone.

#### Referral Service

Access to our fee-for-service vetted contractors/vendors. This includes providers such as yard maintenance workers, home repairs, housekeepers, caregivers, health care workers, and transportation.

#### Member Service

To the degree that our members (like yourself) volunteer to help other members, you may receive other non-fee based services such as travel to medical appointments, assistance with bill paying, improving computer skills, home visits and phone calls.

#### Health Care Information

SAIL is establishing informal partnerships with health care providers such as chiropractors, massage therapists, physical therapists, nutritionists, instructors of Yoga, T'ai Chi, Pilates and more as well as with local hospitals, clinics and medical professionals.

#### Activities

**Nichelle Hosby**

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**From:** Jennifer Maghan [jmaghan@jeffersoncountywv.ORG]  
**Sent:** Thursday, May 12, 2011 11:49 AM  
**To:** 'Nichelle Hosby'; 'Tim Boyde'  
**Subject:** JEFFERSON COUNTY PERSONNEL REQ -County Clerk summer hire  
**Attachments:** JEFFERSON COUNTY PERSONNEL REQ -County Clerk summer hire.docx

Please place this item under the County Clerk's Report time for consideration for approval of our Summer Hire.

Please approve the temporary hire of :  
Arabia Anderson – Summer Intern  
\$9.85 per hour  
Position is covered by budget  
Up to 35 hours per week

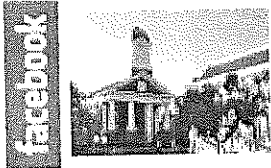
Thank you.

Very Truly Yours,

Jennifer S. Maghan  
Jefferson County Clerk  
100 East Washington Street  
Charles Town, WV 25414

tel: 304-728-3347  
fax: 304-728-3279

Visit us on-line: [jeffersoncountyclerkwv.com](http://jeffersoncountyclerkwv.com)



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**JEFFERSON COUNTY**

**Personnel Requisition**

Department Name County Clerk Date May 12, 2011 Date Needed May 23, 2011

Job Title: Summer Intern Salary \$ 9.85 Criminal History Check \_\_\_ Yes XNo (2<sup>nd</sup> summer working for our office)

Suggested Recruitment Source(s) \_\_\_\_\_

Applicants Interviewed By Jennifer Maghan Position Reports To Jennifer Maghan

Minimum Education Required N/A summer Re-hire – Candidate is well aware of duties and procedures

Minimum Experience Required N/A - Candidate has worked for our office previously \_\_\_\_\_

Job Duties: Data Entry, Phones, Research, Customer Service

**Budget Information**

Addition  Replacement \_\_\_ Explain or For Whom \_\_\_\_\_ summer hire

Position Budgeted  Yes \_\_\_ No Proposed Salary \_\_\_\_\_ Date of Hire \_\_\_\_\_

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

Safety/Security \_\_\_\_\_ Hours Per Week \_\_\_ up to 35 \_\_\_\_\_

**Approvals**

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

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

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

Comments \_\_\_\_\_



Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**AGENDA REQUEST FORM**

Name: County Commission

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

Estimation of amount of time needed for appointment: 10 minutes

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

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

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

Subject: **Break**

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:

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

### AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: May 19, 2011

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

If a specific date is needed, please provide reason for specific date: Since I am already scheduled to appear before the Commission on other issues on this date I would like to present this to the Commission on this date as well.

Subject: Water Budget Study Project

Please provide the County Commission with a description of your request or presentation, including any background information: The Commission at their meeting on January 14, 2010 passed a motion to redirect the funds allocated for an underground water study and include existing studies in this year's budget to the Engineering Department and have them implement an independent county-wide water study with the intention of identifying the extent of water resources available for residential and commercial use in Jefferson County.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I move to contract with Analytical Services, Inc., of Culpepper, Virginia, to perform a county-wide water budget study in accordance with Option No. 2 outlined in the Memorandum prepared by Roger Goodwin, P.E., Chief County Engineer dated May 2, 2011 titled Jefferson County – Water Budget Study, in the amount of \$68,545.00; and to authorize the GIS Department to obtain the resources necessary to perform the in-house work.

Attachments: 5/9/2011 Memorandum – Jefferson County – Water Budget Study

## MEMORANDUM

### Jefferson County, West Virginia Engineering Department

TO: County Commission of Jefferson County

FROM: Roger Goodwin, P.E. *RWG*  
Chief County Engineer

DATE: May 9, 2011

SUBJECT: Jefferson County – Water Budget Study

On January 14, 2010, the County Commission passed the following motion directing the County Engineer to have an independent county-wide water budget study performed:

*“January 14, 2010  
Minutes*

***In re: DISCUSSION AND ACTION: I MOVE THAT THE COMMISSION REDIRECT THE FUNDS ALLOCATED FOR A WATER STUDY IN THIS YEAR’S BUDGET TO THE ENGINEERING DEPARTMENT AND HAVE THEM IMPLEMENT AN INDEPENDENT COUNTY-WIDE WATER STUDY WITH THE INTENTION OF IDENTIFYING THE EXTENT OF WATER RESOURCES AVAILABLE FOR RESIDENTIAL AND COMMERCIAL USE IN JEFFERSON COUNTY.***

*Motion by Manuel, second by Widmyer to approve that the Commission redirect the funds allocated for a underground water study and include existing studies in this year’s budget to the Engineering department and have them implement an independent county-wide water study with the intention of identifying the extent of water resources available for residential and commercial use in Jefferson County.  
Motion carried.*

*The Commission advised Mr. Goodwin to develop a work program and then come back before the Commission.”*

The scope of work for the water budget study includes the following:

- An assessment of what related studies, reports, and data already exists and is available from state and local agencies for review and incorporation into this study and report, and a determination of what additional information needs to be obtained in order to make a county-wide assessment of Jefferson County’s groundwater resources. Information available includes but is not limited to the West Virginia Department of Environmental Protection and related studies completed by consultants, including Golder Associates.

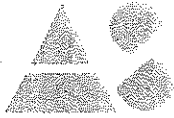
- Provide mapping of groundwater resource features based on aerial and topographical maps.
- Develop a water budget that shows the total estimated groundwater resources available and the current demands and the excess capacity or shortage that exists to serve future residential and commercial development.
- Identify any water quality issues that may affect future utilization of groundwater resources.
- Identify any legal/environmental/regulatory issues that affect future utilization of groundwater resources.
- Provide the applicable standards utilized in the study.
- Provide a written report/analysis with a summary of the findings and guidance on future utilization of groundwater resources for residential and commercial development.

Attached are two proposals from Analytical Services, Inc., the options are as follows:

- |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option No. 1 | Proposal dated September 2, 2010, with a total cost of \$89,945.00. In this proposal, Analytical Services, Inc. performs all the work.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Option No. 2 | Proposal dated April 19, 2011, with a total cost of \$68,545.00. In this proposal, "Task 5", in the water budget study scope of work, is revised from the original proposal to have the Jefferson County GIS Department staff create the groundwater well database and geo-spatial map. The cost savings in this proposal are approximately \$21,400 (less in-house costs for performing the work) if the GIS Department is able to complete this work. However, the GIS Department will need to perform the work within the scheduled time frame required by Analytical Services, Inc., and may need to obtain additional temporary help to meet the schedule. |

**Recommended Motion:** To contract with Analytical Services, Inc., of Culpepper, Virginia, to perform a county-wide water budget study in accordance with Option no. 2 above in the amount of \$68,545.00; and to authorize the GIS Department to obtain the resources necessary to perform the in-house work.

**September 2, 2010  
Proposal**



ANALYTICAL SERVICES, INC.

1200 West 10th Street  
Charleston, West Virginia 25304  
516-829-5630  
Telephone  
516-829-5630  
FAX

September 2, 2010

Mr. Roger Goodwin, PE  
Chief County Engineer  
Jefferson County Engineering Department  
116 East Washington Street, Suite 100  
Charles Town, WV 25414

Re: ASI Cost Proposal No. P10-5896  
County-wide Groundwater Budget Study  
Jefferson County, West Virginia

Dear Mr. Goodwin,

Analytical Services, Inc. (ASI) is pleased to present the following cost proposal for the completion of a County-wide Groundwater Budget Study for Jefferson County, West Virginia. The work scope has been developed to fully address the services requested within the County's Request for Proposal (RFP).

#### SCOPE OF WORK

ASI's project approach has been developed to address the workscope within the RFP producing a high-quality deliverable product in a cost-effective and timely manner. Our past experience completing similar county-wide studies has enabled us to develop a highly efficient approach which is intended to be completed in a single phase of work. We fully understand the importance of maintaining clear communication with County Engineering and GIS staff during the completion of this project. ASI will provide monthly status progress reports to the client. ASI's goal is to provide a deliverable with mapping that can be seamlessly integrated into the County's GIS system. ASI feels that the County's existing GIS mapping will greatly enhance the ability to complete this project in an efficient manner which will result in overall cost savings to the County. Our project approach will address the following scope of work:

- *Review of Available Hydrogeologic Studies, Reports and Data*
- *Develop GIS Mapping that depicts Groundwater Resource Features*
- *Develop a Water Budget Analysis which estimates groundwater resources and current demands and discusses potential excess or shortages that may exist to serve future development.*
- *Review available Groundwater Quality Data and Identify Quality Concerns*
- *Review Legal/Environmental/Regulatory Issues that may affect future utilization of groundwater resources.*
- *Provide Applicable Standards Used in Preparation of the Study*
- *Preparation of a County-wide Hydrogeologic Report with an Executive Summary of the Findings and Guidance on future Utilization of Groundwater Resources for residential and commercial development.*

## ***PROJECT APPROACH***

ASI's project approach involves the completion of multiple tasks that will fully address the above workscope and culminate in development of a County-wide Hydrogeologic Report for the Jefferson County Commissioners. Initially, a thorough literature review will be conducted to identify available technical publications and data pertaining to the County's hydrogeology. A variety of GIS based maps will then be prepared and used to assist with the preparation of a water budget analysis for the County. ASI will also be assembling a geo-referenced groundwater well database that can be used with GIS mapping. The use of a geo-referenced groundwater database will enable the ability to query specific well characteristic data spatially across the County. The groundwater database will be assembled from existing well log data which will be obtained from the County Health Department. Our approach will utilize existing GIS products, including a County parcel shape file from the office of taxation, to aid in geo-referencing the well locations. ASI realizes that the process of correlating well locations with parcel shapefile data and extracting the database information from Health Department well logs will be labor intensive and we have budgeted some 400 man hours to complete this work. A review of groundwater quality data and legal/environmental regulation pertaining to groundwater development will be evaluated along with the findings of this study to provide guidance on future utilization of groundwater resources within the County. While the project will entail many individual tasks it is our intention to complete this project in a single phase of work and within our proposed budget. The planned project approach and order of tasks has been further described below.

### **Task 1 Review of available hydrogeologic studies, reports and data**

ASI will conduct a comprehensive review of available geologic and hydrogeologic published technical information to better understand the hydrogeologic framework of the study area. Our review will include reports published by the United States Geological Survey, the State of West Virginia, and related studies completed by private consultants and will at a minimum include the list of sources that has been included as Appendix A of this proposal. The literature review will be utilized to aid in characterizing the hydrogeologic setting of the County.

#### **Cost**

|                           |              |                 |
|---------------------------|--------------|-----------------|
| Senior Geologist          | 24 @ \$85/hr | \$2,040.00      |
| Staff Geologist/Scientist | 80 @ \$75/hr | \$6,000.00      |
| Reference Materials       | Lump Sum     | <u>\$450.00</u> |
|                           | Subtotal     | \$8,490.00      |

### **Task 2 Develop a water budget analysis which estimates groundwater recharge and current demands and discusses potential excess or shortages that may exist to serve future development.**

To evaluate the theoretical availability of groundwater within Jefferson County a groundwater budget will be prepared that estimates annual groundwater recharge received from precipitation. The resulting value of annual recharge will be compared with values of estimated groundwater usage within the County. The process will involve utilizing published recharge rate data that are deemed to be most appropriate for the County-wide area. If published recharge rate data is available for specific watersheds, GIS software will be used to aid in delineating the watersheds and to calculate the acreage within them. In the event that published data is lacking, data will be

used that is deemed to be most appropriate based on the County's landscape position, drainage patterns and underlying geology.

The analysis will focus on groundwater recharge received from precipitation. Only a portion of precipitation actually recharges the underlying bedrock aquifer. Much of the precipitation leaves the area in the form of evaporation, transpiration by plants, and via stormwater runoff. The remaining precipitation infiltrates downward into the zone of soil saturation and bedrock effectively recharging the groundwater aquifer.

GIS mapping will be used to delineate areas within the County believed to receive recharge and those that are likely discharge zones. Discharge zones are typically located near surface water bodies and effectively discharge groundwater in the form of baseflow. Once the area of recharge has been determined available published recharge rates that are deemed to be most appropriate will be utilized to estimate the annual value for groundwater recharge. Recharge values will be developed for both normal and drought conditions.

Groundwater availability data will be compared with projected groundwater usage. To determine groundwater usage an inventory of groundwater users will be assembled. Domestic usage, public supply well, commercial facilities, industrial facilities and agricultural usage will be estimated using available data from local, State of West Virginia and Federal Government agencies.

The groundwater budget analysis will culminate in a comparison of projected groundwater recharge compared with projected groundwater usage. The analysis will also include a discussion of the comparison elaborating on either apparent groundwater excess, or potential groundwater shortage, identified within the analysis.

**Cost**

|                                |               |                   |
|--------------------------------|---------------|-------------------|
| Senior Geologist               | 40 @ \$85/hr  | \$3,400.00        |
| Staff Geologist/Hydrogeologist | 120 @ \$75/hr | \$9,000.00        |
| GIS Technician                 | 60 @ \$55/hr  | <u>\$3,300.00</u> |
|                                | Subtotal      | \$15,700.00       |

**Task 3 Review available groundwater quality data and identify quality concerns**

Understanding quality issues within the County's groundwater along with identifying potential contaminant sources is essential for long term groundwater management. ASI will seek to identify and review quality results from available public water supply sources, review available literature, and interview local and state officials to obtain insight on groundwater quality concerns that have been documented within the County. The review will be performed to identify quality concerns that could affect future utilization of groundwater resources.

**Cost**

|                                |              |                   |
|--------------------------------|--------------|-------------------|
| Senior Geologist               | 32 @ \$85/hr | \$2,720.00        |
| Staff Geologist/Hydrogeologist | 48 @ \$75/hr | <u>\$3,600.00</u> |
|                                | Subtotal     | \$6,320.00        |

Task 4 Review legal/environmental/regulatory issues that may affect future utilization of groundwater resources

ASI will contact regulatory personnel and review available pertinent literature to identify legal, environmental and regulatory issues that may affect future utilization of groundwater resources within Jefferson County West Virginia. The findings will be summarized and included within the report. Information gleaned from this review may be useful toward identifying concerns related to any future applications for large groundwater withdrawals.

**Cost**

|                           |              |                   |
|---------------------------|--------------|-------------------|
| Senior Geologist          | 24 @ \$85/hr | \$2,040.00        |
| Staff Geologist/Scientist | 32 @ \$75/hr | <u>\$2,400.00</u> |
|                           | Subtotal     | \$4,440.00        |

Task 5 Development of a groundwater well database with spatial location

ASI will develop a Groundwater Database using available well data from the County Health Department. Discussions with Health Department personnel indicate that 4,000 or more individual well records exist within their files. The records are reported to be currently scanned in Adobe PDF electronic format making them readily accessible. ASI has obtained and reviewed a sampling of the well logs from various years including; 1984, 1990, 2000 and 2005. Each of the well logs obtained were found to have data pertaining to; well yield, well depth, casing depth, and depth of water bearing zones. ASI plans to obtain all available well logs and use the information from them to assemble a groundwater well database in excel format. Optimal use of the database will be gained by geo-referencing the individual well locations across the County. From the well logs obtained, the lot and subdivision names were noted to appear on every log. These common identifiers will be included within the database and will be helpful toward locating the wells spatially across the County.

ASI has spoken with staff in the Jefferson County Tax Assessors Office and we understand that a GIS parcel shapefile has recently been constructed and that the intentions are to have it online by the end of the year complete with specific property information. A list of subdivisions within the County has already been obtained by ASI. In addition, conversations with the GIS department have indicated that an address shapefile exists which consists of points for site addresses across the County. ASI would utilize available shapefile and/or address data to identify points within the parcels that have wells. While these points may not always represent the exact location of the wells, they will closely approximate their locations, particularly on smaller lots and are deemed to be useful for spatial referencing.

ASI anticipates that some well logs will not likely provide necessary information needed for locating them on a map. However, with the number of well logs available we are reasonably confident that with the use of County GIS products (Tax Assessors and GIS Department) a substantial geo-referenced well database can be assembled. Such a database would accommodate the use of GIS software to query well characteristics such as well yield, depth to water bearing zones and depth to rock across the County. The use of a groundwater database with georeferenced well sites will provide an extremely valuable tool toward evaluating groundwater resources across Jefferson County. As an example, the database will be used along with fracture trace mapping and/or geologic features to assess correlation with high yield wells. Such correlation will be useful in identifying groundwater zones deemed to have potential for groundwater resource development.

The completion of this task has been based on the assumption that available County GIS products can be used to aid in preparing a spatially referenced well database. In the event that County GIS products are not readily available, additional time could be required to complete this task. However, a significant amount of personnel time has been allotted for this task and we feel it can likely be accomplished within the proposed budget. In the event this task cannot be fulfilled within the budgeted amount the Client will be contacted and an estimate of any additional work required would be provided. No additional costs would be incurred without authorization by the client.

**Cost**

|                                |               |             |
|--------------------------------|---------------|-------------|
| Senior Geologist               | 40 @ \$85/hr  | \$3,400.00  |
| Staff Geologist/Hydrogeologist | 80 @ \$75/hr  | \$6,000.00  |
| GIS Technician                 | 280 @ \$55/hr | \$15,400.00 |
| Field Vehicles                 | 5 @ \$85/day  | \$425.00    |
|                                | Subtotal      | \$25,225.00 |

**Task 6 Develop GIS mapping that depicts groundwater resource features**

ASI will coordinate with the Jefferson County GIS/Addressing Office during the development of GIS mapping so that our deliverable products can be easily integrated and used by the County. The following maps will be included within the report graphics:

- *A map showing the individual well locations and indicating the distribution of well yields across the County (based on available well completion report data).*
- *A map depicting fracture trace lineaments*
- *A map illustrating zones deemed to have favorable groundwater development potential*
- *A map depicting available geologic mapping of the County*

The use of aerial photographs, remote satellite imagery, and topographic mapping will be used during the completion a fracture trace analysis of the site area. Fracture trace mapping will be performed to supplement existing work that has been published by the USGS. Prominent lineament features interpreted as suspect zones of fracture concentration will be mapped via stereo-scopic analysis of available photographic imagery. The mapped results will be compared with high-yield well clusters that will be spatially recognized from a well database assembled with information from available Health Department well completion reports. Areas where strong correlation between high yield wells and mapped lineaments are found will enable the mapping of specific zones that could have favorable groundwater development potential.

**Cost**

|                                   |              |             |
|-----------------------------------|--------------|-------------|
| Senior Geologist                  | 40 @ \$85/hr | \$3,400.00  |
| Staff Geologist/Hydrogeologist    | 80 @ \$75/hr | \$6,000.00  |
| GIS Technician                    | 80 @ \$55/hr | \$4,400.00  |
| Aerial Photography (stereo pairs) | Lump Sum     | \$2,000.00  |
|                                   | Subtotal     | \$15,800.00 |

**Task 7 Provide Applicable Standards Used in Preparation of the Study**

ASI will provide a complete list of published sources utilized during the preparation of the report including applicable standards. Calculations utilized within the report will be presented within an Appendix along with available raw data.

**Cost**

|                                |              |                   |
|--------------------------------|--------------|-------------------|
| Senior Geologist               | 8 @ \$85/hr  | \$680.00          |
| Staff Geologist/Hydrogeologist | 16 @ \$75/hr | <u>\$1,200.00</u> |
|                                | Subtotal     | \$1,880.00        |

**Task 8 Preparation of a County-wide Hydrogeologic Report with an Executive Summary of the Findings and Guidance on future Utilization of Groundwater Resources for residential and commerical development.**

ASI will prepare a technical report that documents the methodology employed during the study and also clearly states the findings. The report will include an executive summary which will highlight the findings of the study and include applicable guidance for future utilization of the County's groundwater for both residential and commercial development. Three hard copies of the report will be provided. This task includes a PowerPoint presentation of our findings to the Board of Commissioners.

**Cost**

|                                |              |                 |
|--------------------------------|--------------|-----------------|
| Senior Geologist               | 60 @ \$85/hr | \$5,100.00      |
| Staff Geologist/Hydrogeologist | 80 @ \$75/hr | \$6,000.00      |
| Clerical                       | 24 @ \$35/hr | \$840.00        |
| Color Copies/Materials         | Lump Sum     | <u>\$150.00</u> |
|                                | Subtotal     | \$12,090.00     |

**Cost per Task**

|        |                    |
|--------|--------------------|
| Task 1 | \$8,490.00         |
| Task 2 | \$15,700.00        |
| Task 3 | \$6,320.00         |
| Task 4 | \$4,440.00         |
| Task 5 | \$25,225.00        |
| Task 6 | \$15,800.00        |
| Task 7 | \$1,880.00         |
| Task 8 | <u>\$12,090.00</u> |

**Project Total**                      **\$89,945.00**

**Additional Task**

ASI has proposed the following additional task that can be performed for no additional cost to the County.

**Task 9 – OPTIONAL**

A draft set of Groundwater Assessment Standards can be prepared for the County's review and consideration. Groundwater Assessment Standards, when adopted as a County Ordinance, can

provide a means for the County to assess new applications for groundwater usage on a case by case basis by requiring prescribed assessment of the planned withdrawal. The Groundwater Assessment Standards typically provide a clear outline for required hydrogeologic testing based on the planned use or volume of groundwater withdrawal. The groundwater assessment standards would include technical assessment requirements that would need to be fulfilled by the applicant and certified by a professional geologist or engineer. The required assessment would include an evaluation of the potential for offsite impact from groundwater withdrawal.

ASI would recommend the formation of a Groundwater Committee to review and comment on any draft assessment standards prepared. The Groundwater Committee should ideally be composed of a variety of stakeholders including those with varying professional experience that may include; public service background, property development, water and sewer experience, and environmental expertise. The use of a Groundwater Committee to refine and or develop the Groundwater Assessment Standards based the draft submittal would be deemed beneficial toward identifying assessment standards that meet the needs of the County.


ASI will gladly provide draft Groundwater Assessment Standards for the County's review at no charge. ASI can be available to provide further assistance during their development if desired by the County. Any additional time would be billed in accordance with our attached fee schedule.

#### **AUTHORIZATION**

Analytical Services, Inc. (ASI) estimates that the County-Wide Groundwater Budget Study can be completed for a cost of **\$89,945.00** based on the assumptions herein. Invoice costs will be based on actual time and materials utilized. If during the course of the project we encounter conditions that warrant a change in the work scope, ASI will contact the client with recommendations; no additional work will be performed without authorization. All work will be conducted in accordance with our attached terms and conditions (Attachment B). Should ASI be awarded this contract, the Jefferson County Commission will be named as additionally insured on our certificate of insurance. A general certificate of insurance has been provided as Attachment C. Both a project timeline and a unit rate pricing schedule have been provided below. If this proposal is acceptable, please authorize us to proceed by signing and returning a copy of the proposal to us.

Please do not hesitate to contact me with any questions that you may have. My office phone is (540) 829-5640 ext. 1002. We also invite you to visit our website at: [www.asgroundwaterservices.com](http://www.asgroundwaterservices.com).

Respectfully,  
*Analytical Services, Inc.*

  
Michael Maloy, CPG  
Senior Geologist, Principal

Authorized By: \_\_\_\_\_  
Signature Date

The following time line has been prepared with a planned completion schedule for each of the above tasks. The time line is based on a seven month completion schedule.

**Projected Time Line (Assumes project start-up in October, 2010)**

|                                 | Oct. | Nov. | Dec. | Jan. | Feb | March | April |
|---------------------------------|------|------|------|------|-----|-------|-------|
| <b>Project Kick-off Meeting</b> | X    |      |      |      |     |       |       |
| <b>Task 1</b>                   | X    | X    |      |      |     |       |       |
| <b>Task 2</b>                   | X    | X    | X    |      |     |       |       |
| <b>Task 3</b>                   |      | X    | X    |      |     |       |       |
| <b>Task 4</b>                   |      |      | X    | X    |     |       |       |
| <b>Task 5</b>                   |      |      | X    | X    | X   |       |       |
| <b>Task 6</b>                   |      |      |      | X    | X   | X     |       |
| <b>Task 7</b>                   |      |      |      |      |     | X     |       |
| <b>Task 8</b>                   |      |      |      |      |     | X     | X     |

**Analytical Services, Inc.  
Unit Rate Pricing Schedule**

Unit Rate Pricing

|                                |               |
|--------------------------------|---------------|
| Senior Geologist, CPG          | \$85/hr       |
| Staff Geologist/Hydrogeologist | \$75/hr       |
| Staff Environmental Scientist  | \$75/hr       |
| GIS Technician                 | \$55/hr       |
| Administrative                 | \$35/hr       |
| Clerical                       | \$35/hr       |
| Field Vehicles                 | \$85/day      |
| Additional Report Copies       | \$250/copy    |
| Supplies/Materials             | Cost plus 20% |

**Attachment A**

**Partial List of Technical Publications**

### *Partial List of Technical Publications*

- Alley, W.M., Reilly, T.E., and Franke, O.L., 1999, Sustainability of Groundwater Resources: U.S. Geological Survey Circular 1186, 79p.*
- Atkins, J. ., Jr., 2007, Water-use estimates for West Virginia, 2004: U.S. Geological Survey Open-File Report 2007-1038, 27p. <http://pubs.usgs.gov/of/2007/1038>.*
- Beiber, P.P., 1961, Groundwater features of Berkeley and Jefferson Counties, West Virginia. WV Geological Survey Bulletin 21, 81 p.*
- Cardwell, D.H., Erwin, R.B., and Woodward, H.P., 1986, Geologic Map of West Virginia. WV Geological and Economic Survey, scale 1:250,000.*
- Dean, S.L., Kulander, B.R., Lessing, P., 1987, Geology of the Hedgesville, Keedysville, Martinsburg, Shepherdstown, and Williamsport Quadrangles, Berkeley and Jefferson Counties, West Virginia. WV Geological and Economic Survey Map WV-31, scale 1:24,000.*
- Evaldi, R.D., Paybins K.S., and Mark D. Kozar, 2009, Hydrogeologic Factors Affecting Base-Flow Yields in the Jefferson County Area, West Virginia, October-November 2007 Scientific Investigations Report 2009-5145, 13 p, 1 plate.*
- Friel, E.A., Hobba, W.A., and Chisholm, J.L., 1975, Records of wells, springs, and streams in the Potomac River basin, West Virginia. WV Geological and Economic Survey Basic Data Report No. 3. 96p.*
- Harlow, E.H. Orndorff, R.C. Nelms, D.L. Weary, D.J., and Moberg, R.M., 2005, Hydrogeology and ground-water availability in the carbonate aquifer system of Frederick County, Virginia. U.S. Geological Survey Scientific Investigations Report 2005-5161, 30 p.*
- Harlow, George E., Jr., Nelms, David L. Yager, Richard M., Kozar, Mark D., Sanford, Ward E., and Moberg, Roger M., 2008, Estimating recharge to heterogeneous fractured-rock and karst aquifer system in the Shenandoah Valley of Virginia and West Virginia, [PDF file 3.2 MB], U.S. Geological Survey Karst Interest Group Workshop, May 27-29, 2008 Bowling Green, Kentucky.*
- Hobba, W.A., 1976, Groundwater hydrology of Berkeley County, West Virginia. WV Geological and Economic Survey Environmental Geology Bulletin 13, 21 p.*
- Hobba, W.A., 1981, Ground-water hydrology of Jefferson County, WV. United States Geological Survey report. 21 p.*
- Hobba, W.A., Friel, E.A., and Chisholm, J.L., 1972, Water Resources of the Potomac River basin, West Virginia. WV Geological and Economic Survey and WV Dept. of Natural Resources, River Basin Bull. No. 3, 110 p.*
- Kozar, M.D., and Mathes, M.V., 2001, Aquifer-Characteristics Data for West Virginia. U.S. Geological Survey Water-Resources Investigations Report 01-4036, 74 p.*
- Kozar, M.D., Paybins, K.S., Weary, D.J. and Pierce, H.A., 2007 Hydrogeologic Setting and Ground-Water Flow in the Leetown Area, West Virginia U.S. Geological Survey Scientific Investigations Report 2007-5066, 51 p.*

- Kozar, M.D., and Weary, D.J. 2009, *Hydrogeology and ground-water flow in the Opequoon Creek watershed area, Virginia and West Virginia: U.S. Geological Survey Scientific Investigations Report 2009-5153*, 61 p.
- McCoy, J.J., Podwysocki, E.A., Crider, E.A., Weary, D.J., 2005, *Fracture trace map and single-well aquifer test results in a carbonate aquifer in Jefferson County, West Virginia*, U.S. Geological Survey Open-File Report 2005-1407
- Page, R.C. Burford, A.E. and Donaldson, A.C. , 1964, *Geology of the Martinsburg, Quadrangle. WV Geological and Economic Survey Geologic Map GM-2, scale 1: 24,000.*
- Shultz, R.A., Hobba, W.A., and Kozar, M.D., 1995, *Geohydrology, groundwater availability and groundwater quality of Berkeley County, West Virginia, with emphasis o the carbonate-rock area. U.S. Geological Survey Water Resources Investigation Report 93-4073*, 88 p.
- West Virginia Rural Water Association, September, 2006, *Source Water Assessment and Protection Plan for Harper's Ferry Water Works, Jefferson County. Prepared on behalf of the West Virginia Bureau of Public Health and Harpers Ferry Water Works*, 71 p.
- Yager, R.M., Southworth, Scott, and Voss, C.I., 2008, *Simulation of groundwater flow in the Shenandoah Valley, Virginia and West Virginia, using variable direction anisotropy in hydraulic conductivity to represent bedrock structure. U.S. Geological survey Scientific Investigation Report 2008-5002*, 54 p.
- Zewe, B.T., 1991, *The influence of lineaments and hydrogeologic setting on well yield in Berkeley and Jefferson Counties, West Virginia. West Virginia University, Morgantown, WV, Department of Geology Master's thesis*, 232 p.

**Attachment B**  
**Standard Terms and Conditions**

## Analytical Services, Incorporated Terms and Conditions

1. **General:** Analytical Services, Incorporated (ASI) shall provide the services and products defined in this contract. Analytical Services, Incorporated will invoice the Client based on the attached fee schedule or the proposed price. All representation of cost to the Client stated in this contract shall not be considered as a fixed or not-to-exceed cost unless specifically and clearly stated in this contract at the request of the Client. Analytical Services, Incorporated will charge for additional services utilizing the unit rates provided. This proposal is valid for ninety (90) days. The Client will provide for right-of-entry of all Analytical Services, Incorporated personnel and equipment to the project site(s) as required by Analytical Services, Incorporated to complete the work specified in this contract. Electricity, water and toilet facilities will be provided for Analytical Services, Incorporated personnel as needed.

2. **Reporting Requirements:** The Client acknowledges and understands that Federal, State, and local officials impose many reporting requirements of owners, operators, consultants, service firms, and other entities in regard to environmental concerns. Analytical Services, Incorporated will advise the Client of proper notification requirements. The Client agrees to hold Analytical Services, Incorporated harmless for actions resulting from the Client's failure to notify. The Client further understands and acknowledges that during the normal course of work under this contract, Analytical Services, Incorporated may be required to make such notifications prior to notifying the Client or its representatives.

3. **Invoices:** Analytical Services, Incorporated will submit invoices to the Client at the completion of the job or monthly, whichever period is shorter. Invoices will be prepared in accordance with accepted industry standards. Invoices will show unit charges for personnel, equipment, and products delivered under this contract. More detailed supporting information can be provided at the Client's request. The cost for such additional information will be the responsibility of the Client. In no case shall payment be refused or delayed to Analytical Services, Incorporated as a result of a request for additional information. A copy of Analytical Services, Incorporated invoicing format can be provided to the Client upon request.

Variations to this format must be requested in writing prior to beginning work.

4. **Payment:** Payment is due within 15 days of invoice date. Interest charges will begin thirty days from the invoice date. Client agrees to pay an interest charge of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law on past due accounts. Any attorney fees, collection fees, or other cost incurred in collecting any delinquent amount shall be paid by the Client. The Client agrees to pay Analytical Services, Incorporated for its services under this contract regardless of whether or not they have been paid by their client.

5. **Ownership of Documents:** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Analytical Services, Incorporated, as instruments of service, shall remain the property of Analytical Services, Incorporated. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned to Analytical Services, Incorporated upon demand. Analytical Services, Incorporated will retain all pertinent records relating to services performed for a period of five years following submission of the final project report, during which period the records will be made available to the Client at reasonable costs.

6. **Disputes:** In the event that a dispute should arise relating to the performance of services under this agreement, and should that dispute result in litigation, it is agreed that the prevailing venue shall be Culpeper District Court and the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

7. **Standard of Care:** Services performed by Analytical Services, Incorporated under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

8. **Utilities:** Analytical Services, Incorporated will contact the appropriate utility clearing and marking agency for the Client prior to beginning work and

obtain clearances to dig. Beyond this, Analytical Services, Incorporated will not assume responsibility for damage to or repair of on site utilities or property damage caused by damage to utilities during the course of the project.

9. **Liability and Indemnity:** The Client shall indemnify and hold harmless Analytical Services, Incorporated from any and all claims and liabilities for property damage and personal injury, including death, arising out of or resulting from or in connection with the execution of the work.

10. **Specifications and Drawings:** Drawings and information required to prepare project specifications and permits shall be furnished to Analytical Services, Incorporated in a complete and timely manner as requested to complete contract requirements. Client shall be responsible for delays because of failure to do so. Client shall be liable for costs associated with changes in the plans and specifications after the plans and specifications are prepared and submitted for permit approval. Changes in plans and specifications requested by city, state or local officials as part of permit approval or inspection procedures are the responsibility of the Client if such changes involve additional cost to Analytical Services, Incorporated.

11. **Time of Essence:** Time is of the essence. Analytical Services, Incorporated shall proceed with work, including overtime performance as necessary and as required by the Schedule of Progress which may be subject to change as working conditions require. If overtime is required solely to accelerate project completion, it shall be authorized in writing and be paid for by the Client.

12. **Damages for Delay:** The Client shall be liable to Analytical Services, Incorporated for unforeseeable delay occurring beyond Analytical Services, Incorporated's control or for delay caused by Owner or other Subcontractor, or for delays on account of action or lack of action by the Client.

13. **Other Changes:** Changes or additional work ordered by the Client shall be performed and paid for in accordance with the terms of the Prime Contract, including all rights of dispute and appeal, provided reservation and exercise of said rights do not interfere with the progress of the work.

14. **Shoring/De-Watering:** Unless specifically identified within the written proposal with a cost

provided, Analytical Services, Incorporated will not be responsible for shoring or dewatering operations determined to be necessary after the job starts.

15. **Contamination:** Unless specifically identified in the written proposal, contaminated soil and/or water disposal and the handling thereof, if encountered unexpectedly, will require additional cost to the Client. Further, any reports or handling of contamination issues will likewise require additional cost.

16. **Report Documents:** Analytical Services, Incorporated will deliver to the Client up to three (3) copies of reports and supporting documentation as part of the contract price. Additional copies, overnight charges, plan reproduction etc. beyond the first three (3) copies will require additional cost.

17. **Additional Materials:** Any equipment or materials provided to the Client over and above that stated in the contract or scope of work description will be charged to the Client at cost plus 20%, except where these additions are part of approved change orders.

18. **Meetings:** Any meetings required to discuss the project with the Client, its representatives, government officials or others, if not part of the original scope of work identified, will be billed to the Client as additional cost according to the fee schedule included or Analytical Services, Incorporated's standard rate schedule.

**Attachment C**  
**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/3/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                    |                                                                |        |
|----------------------------------------------------------------------------------------------------|----------------------------------------------------------------|--------|
| PRODUCER<br>Frenkel & Co<br>350 Hudson Street<br>New York NY 10014                                 | CONTACT NAME: Mary Griffin                                     |        |
|                                                                                                    | PHONE (A/C, No, Ext): 212-488-0380 FAX (A/C, No): 212-488-1802 |        |
|                                                                                                    | E-MAIL ADDRESS: mgriffin@frenkel.com                           |        |
|                                                                                                    | PRODUCER CUSTOMER ID #:                                        |        |
| INSURED<br>Analytical Services, Inc.<br>8600 Snowden River Parkway, Suite 300<br>Columbia MD 21045 | INSURER(S) AFFORDING COVERAGE                                  | NAIC # |
|                                                                                                    | INSURER A: Steadfast Ins Co                                    | 26387  |
|                                                                                                    | INSURER B: Travelers Indemnity Company of Amer                 | 25666  |
|                                                                                                    | INSURER C: Travelers Property & Casualty of Am                 | 25674  |
|                                                                                                    | INSURER D:                                                     |        |
|                                                                                                    | INSURER E:                                                     |        |
|                                                                                                    | INSURER F:                                                     |        |

COVERAGES CERTIFICATE NUMBER: 846669952 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                   | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                 |             |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|----------------------------------------------------------------------------------------|-------------|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contr. Pol. Liab.<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y         | Y        | 9670280-02    | 6/1/2010                | 6/1/2011                | EACH OCCURRENCE                                                                        | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                              | \$100,000   |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | MED EXP (Any one person)                                                               | \$5,000     |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | PERSONAL & ADV INJURY                                                                  | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | GENERAL AGGREGATE                                                                      | \$2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | PRODUCTS - COM/OP AGG                                                                  | \$2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                        | \$          |
| C        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                                              |           |          | BA-9509M128   | 1/1/2010                | 1/1/2011                | COMBINED SINGLE LIMIT (Ea accident)                                                    | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | BODILY INJURY (Per person)                                                             | \$          |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | BODILY INJURY (Per accident)                                                           | \$          |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)                                                         | \$          |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                        | \$          |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                        | \$          |
| A        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input checked="" type="checkbox"/> DEDUCTIBLE 10,000<br>RETENTION \$                                                                                                                                                                                                |           |          | 9670282-02    | 6/1/2010                | 6/1/2011                | EACH OCCURRENCE                                                                        | \$2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | AGGREGATE                                                                              | \$2,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                        | \$          |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         |                                                                                        | \$          |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A                                                                                                                                                          |           |          | UB-9443M147   | 1/1/2010                | 1/1/2011                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |             |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | E.L. EACH ACCIDENT                                                                     | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                                                             | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT                                                            | \$1,000,000 |
| A        | Professional Liability<br>Claims Made                                                                                                                                                                                                                                                                                                                                               |           |          | 9670280-02    | 6/1/2010                | 6/1/2011                | Each Claim                                                                             | \$1,000,000 |
|          |                                                                                                                                                                                                                                                                                                                                                                                     |           |          |               |                         |                         | Gen. Aggregate                                                                         | \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Evidence of Insurance.

|                                                                                                                                           |                                                                                                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CERTIFICATE HOLDER<br>General Information Certificate<br>Analytical Services, Inc.<br>8600 Snowden River Parkway#300<br>Columbia MD 21045 | CANCELLATION<br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|                                                                                                                                           | AUTHORIZED REPRESENTATIVE<br>                                                                                                                                                  |

**April 19, 2011  
Proposal**



ANALYTICAL SERVICES, INC.

402 N. West Street  
Culpeper, Virginia 22701  
540-829-5640  
Telephone  
540-829-5641  
FAX

April 19, 2011

Mr. Roger Goodwin, PE  
Chief County Engineer  
Jefferson County Engineering Department  
116 East Washington Street, Suite 100  
Charles Town, WV 25414

Re: ASI Cost Proposal No. P10-5896R  
County-wide Groundwater Budget Study  
Jefferson County, West Virginia

Dear Mr. Goodwin,

Analytical Services, Inc. (ASI) is pleased to present the following cost proposal for the completion of a County-wide Groundwater Budget Study for Jefferson County, West Virginia. The work scope has been developed to fully address the services requested within the County's Request for Proposal (RFP).

#### SCOPE OF WORK

ASI's project approach has been developed to address the workscope within the RFP producing a high-quality deliverable product in a cost-effective and timely manner. Our past experience completing similar county-wide studies has enabled us to develop a highly efficient approach which is intended to be completed in a single phase of work. We fully understand the importance of maintaining clear communication with County Engineering and GIS staff during the completion of this project. ASI will provide monthly status progress reports to the client. ASI's goal is to provide a deliverable with mapping that can be seamlessly integrated into the County's GIS system. ASI feels that the County's existing GIS mapping will greatly enhance the ability to complete this project in an efficient manner which will result in overall cost savings to the County. Our project approach will address the following scope of work:

- *Review of Available Hydrogeologic Studies, Reports and Data*
- *Develop GIS Mapping that depicts Groundwater Resource Features*
- *Develop a Water Budget Analysis which estimates groundwater resources and current demands and discusses potential excess or shortages that may exist to serve future development.*
- *Review available Groundwater Quality Data and Identify Quality Concerns*
- *Review Legal/Environmental/Regulatory Issues that may affect future utilization of groundwater resources.*
- *Provide Applicable Standards Used in Preparation of the Study*
- *Preparation of a County-wide Hydrogeologic Report with an Executive Summary of the Findings and Guidance on future Utilization of Groundwater Resources for residential and commercial development.*

## PROJECT APPROACH

ASI's project approach involves the completion of multiple tasks that will fully address the above workscope and culminate in development of a County-wide Hydrogeologic Report for the Jefferson County Commissioners. Initially, a thorough literature review will be conducted to identify available technical publications and data pertaining to the County's hydrogeology. A variety of GIS based maps will then be prepared and used to assist with the preparation of a water budget analysis for the County. ASI's approach includes the assembly of a geo-referenced groundwater well database that can be used with GIS mapping. We understand that the County's GIS Department will provide assistance with this portion of the project. The use of a geo-referenced groundwater well database will enable the ability to query specific well characteristic data spatially across the County. The groundwater database will be assembled from existing well log data which will be obtained from the County Health Department. Our recommended approach involves utilizing existing GIS products, including a County parcel shape file from the office of taxation, to aid in geo-referencing the well locations.

A review of groundwater quality data and legal/environmental regulation pertaining to groundwater development will be evaluated along with the findings of this study to provide guidance on future utilization of groundwater resources within the County. While the project will entail many individual tasks it is our intention to complete this project in a single phase of work and within our proposed budget. The planned project approach and order of tasks has been further described below.

### Task 1 Review of available hydrogeologic studies, reports and data

ASI will conduct a comprehensive review of available geologic and hydrogeologic published technical information to better understand the hydrogeologic framework of the study area. Our review will include reports published by the United States Geological Survey, the State of West Virginia, and related studies completed by private consultants and will at a minimum include the list of sources that has been included as Appendix A of this proposal. The literature review will be utilized to aid in characterizing the hydrogeologic setting of the County.

#### Cost

|                           |              |                 |
|---------------------------|--------------|-----------------|
| Senior Geologist          | 24 @ \$85/hr | \$2,040.00      |
| Staff Geologist/Scientist | 80 @ \$75/hr | \$6,000.00      |
| Reference Materials       | Lump Sum     | <u>\$450.00</u> |
|                           | Subtotal     | \$8,490.00      |

### Task 2 Develop a water budget analysis which estimates groundwater recharge and current demands and discusses potential excess or shortages that may exist to serve future development.

To evaluate the theoretical availability of groundwater within Jefferson County a groundwater budget will be prepared that estimates annual groundwater recharge received from precipitation. The resulting value of annual recharge will be compared with values of estimated groundwater usage within the County. The process will involve utilizing published recharge rate data that are deemed to be most appropriate for the County-wide area. If published recharge rate data is available for specific watersheds, GIS software will be used to aid in delineating the watersheds and to calculate the acreage within them. In the event that published data is lacking, data will be

used that is deemed to be most appropriate based on the County's landscape position, drainage patterns and underlying geology.

The analysis will focus on groundwater recharge received from precipitation. Only a portion of precipitation actually recharges the underlying bedrock aquifer. Much of the precipitation leaves the area in the form of evaporation, transpiration by plants, and via stormwater runoff. The remaining precipitation infiltrates downward into the zone of soil saturation and bedrock effectively recharging the groundwater aquifer.

GIS mapping will be used to delineate areas within the County believed to receive recharge and those that are likely discharge zones. Discharge zones are typically located near surface water bodies and effectively discharge groundwater in the form of baseflow. Once the area of recharge has been determined available published recharge rates that are deemed to be most appropriate will be utilized to estimate the annual value for groundwater recharge. Recharge values will be developed for both normal and drought conditions.

Groundwater availability data will be compared with projected groundwater usage. To determine groundwater usage an inventory of groundwater users will be assembled. Domestic usage, public supply well, commercial facilities, industrial facilities and agricultural usage will be estimated using available data from local, State of West Virginia and Federal Government agencies.

The groundwater budget analysis will culminate in a comparison of projected groundwater recharge compared with projected groundwater usage. The analysis will also include a discussion of the comparison elaborating on either apparent groundwater excess, or potential groundwater shortage, identified within the analysis.

**Cost**

|                                |               |                   |
|--------------------------------|---------------|-------------------|
| Senior Geologist               | 40 @ \$85/hr  | \$3,400.00        |
| Staff Geologist/Hydrogeologist | 120 @ \$75/hr | \$9,000.00        |
| GIS Technician                 | 60 @ \$55/hr  | <u>\$3,300.00</u> |
|                                | Subtotal      | \$15,700.00       |

**Task 3 Review available groundwater quality data and identify quality concerns**

Understanding quality issues within the County's groundwater along with identifying potential contaminant sources is essential for long term groundwater management. ASI will seek to identify and review quality results from available public water supply sources, review available literature, and interview local and state officials to obtain insight on groundwater quality concerns that have been documented within the County. The review will be performed to identify quality concerns that could affect future utilization of groundwater resources.

**Cost**

|                                |              |                   |
|--------------------------------|--------------|-------------------|
| Senior Geologist               | 32 @ \$85/hr | \$2,720.00        |
| Staff Geologist/Hydrogeologist | 48 @ \$75/hr | <u>\$3,600.00</u> |
|                                | Subtotal     | \$6,320.00        |

Task 4 Review legal/environmental/regulatory issues that may affect future utilization of groundwater resources

ASI will contact regulatory personnel and review available pertinent literature to identify legal, environmental and regulatory issues that may affect future utilization of groundwater resources within Jefferson County West Virginia. The findings will be summarized and included within the report. Information gleaned from this review may be useful toward identifying concerns related to any future applications for large groundwater withdrawals.

**Cost**

|                           |              |                   |
|---------------------------|--------------|-------------------|
| Senior Geologist          | 24 @ \$85/hr | \$2,040.00        |
| Staff Geologist/Scientist | 32 @ \$75/hr | <u>\$2,400.00</u> |
|                           | Subtotal     | \$4,440.00        |

Task 5 Development of a groundwater well database with spatial location

A groundwater well database will be developed utilizing available well record data from the Jefferson County Health Department. *ASI understands that the Jefferson County GIS Department will utilize their staff to generate the database which will result in a substantial cost savings for the County. ASI has prepared a detailed outline for the development of the database which has been provided as Attachment B. In addition, ASI staff will maintain contact and schedule periodic meetings with the GIS Department to track project status and provide assistance with any questions during the completion of the project.*

Discussions with Health Department personnel indicate that 4,000 or more individual well records exist within their files. The records are reported to be currently scanned in Adobe PDF electronic format making them readily accessible. ASI has obtained and reviewed a sampling of the well logs from various years including; 1984, 1990, 2000 and 2005. Each of the well logs obtained were found to have data pertaining to; well yield, well depth, casing depth, and depth of water bearing zones. *A copy of these four well logs have also been provide within Attachment B.* ASI anticipates that the groundwater well database will be assembled in excel format which will include the well Identification along with available data including; well yield, well total depth, casing depth and depth to water bearing zones. ASI further understands that the locations of the wells within the database will be georeferenced and provided in shapefile format.

Optimal use of the database will be gained by geo-referencing the individual well locations across the County. From the well logs obtained, the lot and subdivision names were noted to appear on every log. These common identifiers should be included within the database and should be helpful toward locating the wells spatially across the County. ASI previously spoke with staff in the Jefferson County Tax Assessors Office and we understand that a GIS parcel shapefile has recently been constructed and that the intentions are to have it online soon complete with specific property information. Previous conversations with the GIS department have indicated that an address shapefile exists which consists of points for site addresses across the County. ASI envisions that the GIS staff would utilize available shapefile and/or address data to identify points within the parcels that have wells. While these points may not always represent the exact location of the wells, they will closely approximate their locations, particularly on smaller lots and are deemed to be useful for spatial referencing.

ASI anticipates that some well logs will not likely provide necessary information needed for locating them on a map. However, with the number of well logs available we are reasonably confident that with the use of County GIS products (Tax Assessors and GIS Department) a substantial geo-referenced well database can be assembled. Such a database would accommodate the use of GIS software to query well characteristics such as well yield, depth to water bearing zones and depth to rock across the County. The use of a groundwater database with georeferenced well sites will provide an extremely valuable tool toward evaluating groundwater resources across Jefferson County. As an example, the database will be used along with fracture trace mapping and/or geologic features to assess correlation with high yield wells. Such correlation will be useful in identifying groundwater zones deemed to have potential for groundwater resource development.

*The assembly of a groundwater well database from health department records and the georeferencing of the well (parcel) locations will create a substantial cost savings. Our initial cost estimate for this work was \$25,225.00. With the GIS Departments handling this portion of the project, we have limited our time to include 40 hours of personnel time to meet periodically with GIS staff during the completion of the project.*

**Our total costs for this phase of work will be:**

|                  |              |                 |
|------------------|--------------|-----------------|
| Senior Geologist | 40 @ \$85/hr | \$3,400.00      |
| Field Vehicles   | 5 @ \$85/day | <u>\$425.00</u> |
|                  | Subtotal     | \$3,825.00      |

**Task 6 Develop GIS mapping that depicts groundwater resource features**

ASI will coordinate with the Jefferson County GIS/Addressing Office during the development of GIS mapping so that our deliverable products can be easily integrated and used by the County. The following maps will be included within the report graphics:

- *A map showing the individual well locations and indicating the distribution of well yields across the County (based on available well completion report data).*
- *A map depicting fracture trace lineaments*
- *A map illustrating zones deemed to have favorable groundwater development potential*
- *A map depicting available geologic mapping of the County*

The use of aerial photographs, remote satellite imagery, and topographic mapping will be used during the completion a fracture trace analysis of the site area. Fracture trace mapping will be performed to supplement existing work that has been published by the USGS. Prominent lineament features interpreted as suspect zones of fracture concentration will be mapped via stereo-scopic analysis of available photographic imagery. The mapped results will be compared with high-yield well clusters that will be spatially recognized from a well database assembled with information from available Health Department well completion reports. Areas where strong correlation between high yield wells and mapped lineaments are found will enable the mapping of specific zones that could have favorable groundwater development potential.

|                  |              |            |
|------------------|--------------|------------|
| Cost             |              |            |
| Senior Geologist | 40 @ \$85/hr | \$3,400.00 |

|                                   |              |                   |
|-----------------------------------|--------------|-------------------|
| Staff Geologist/Hydrogeologist    | 80 @ \$75/hr | \$6,000.00        |
| GIS Technician                    | 80 @ \$55/hr | \$4,400.00        |
| Aerial Photography (stereo pairs) | Lump Sum     | <u>\$2,000.00</u> |
|                                   | Subtotal     | \$15,800.00       |

**Task 7 Provide Applicable Standards Used in Preparation of the Study**

ASI will provide a complete list of published sources utilized during the preparation of the report including applicable standards. Calculations utilized within the report will be presented within an Appendix along with available raw data.

**Cost**

|                                |              |                   |
|--------------------------------|--------------|-------------------|
| Senior Geologist               | 8 @ \$85/hr  | \$680.00          |
| Staff Geologist/Hydrogeologist | 16 @ \$75/hr | <u>\$1,200.00</u> |
|                                | Subtotal     | \$1,880.00        |

**Task 8 Preparation of a County-wide Hydrogeologic Report with an Executive Summary of the Findings and Guidance on future Utilization of Groundwater Resources for residential and commercial development.**

ASI will prepare a technical report that documents the methodology employed during the study and also clearly states the findings. The report will include an executive summary which will highlight the findings of the study and include applicable guidance for future utilization of the County's groundwater for both residential and commercial development. Three hard copies of the report will be provided. This task includes a PowerPoint presentation of our findings to the Board of Commissioners.

**Cost**

|                                |              |                 |
|--------------------------------|--------------|-----------------|
| Senior Geologist               | 60 @ \$85/hr | \$5,100.00      |
| Staff Geologist/Hydrogeologist | 80 @ \$75/hr | \$6,000.00      |
| Clerical                       | 24 @ \$35/hr | \$840.00        |
| Color Copies/Materials         | Lump Sum     | <u>\$150.00</u> |
|                                | Subtotal     | \$12,090.00     |

**Cost per Task**

|        |                    |
|--------|--------------------|
| Task 1 | \$8,490.00         |
| Task 2 | \$15,700.00        |
| Task 3 | \$6,320.00         |
| Task 4 | \$4,440.00         |
| Task 5 | \$3,825.00         |
| Task 6 | \$15,800.00        |
| Task 7 | \$1,880.00         |
| Task 8 | <u>\$12,090.00</u> |

**Project Total**                      **\$68,545.00**

## **Additional Task**

ASI has proposed the following additional task that can be performed for no additional cost to the County.

### **Task 9 – OPTIONAL**

A draft set of Groundwater Assessment Standards can be prepared for the County's review and consideration. Groundwater Assessment Standards, when adopted as a County Ordinance, can provide a means for the County to assess new applications for groundwater usage on a case by case basis by requiring prescribed assessment of the planned withdrawal. The Groundwater Assessment Standards typically provide a clear outline for required hydrogeologic testing based on the planned use or volume of groundwater withdrawal. The groundwater assessment standards would include technical assessment requirements that would need to be fulfilled by the applicant and certified by a professional geologist or engineer. The required assessment would include an evaluation of the potential for offsite impact from groundwater withdrawal.

ASI would recommend the formation of a Groundwater Committee to review and comment on any draft assessment standards prepared. The Groundwater Committee should ideally be composed of a variety of stakeholders including those with varying professional experience that may include; public service background, property development, water and sewer experience, and environmental expertise. The use of a Groundwater Committee to refine and or develop the Groundwater Assessment Standards based the draft submittal would be deemed beneficial toward identifying assessment standards that meet the needs of the County.

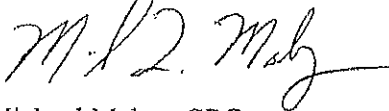
ASI will gladly provide draft Groundwater Assessment Standards for the County's review at no charge. ASI can be available to provide further assistance during their development if desired by the County. Any additional time would be billed in accordance with our attached fee schedule.

### **AUTHORIZATION**

Analytical Services, Inc. (ASI) estimates that the County-Wide Groundwater Budget Study can be completed for a cost of \$68,545.00 based on the assumptions herein. Invoice costs will be based on actual time and materials utilized. If during the course of the project we encounter conditions that warrant a change in the work scope, ASI will contact the client with recommendations; no additional work will be performed without authorization. All work will be conducted in accordance with our attached terms and conditions (Attachment C). Should ASI be awarded this contract, the Jefferson County Commission will be named as additionally insured on our certificate of insurance. A general certificate of insurance has been provided as Attachment D. Both a project timeline and a unit rate pricing schedule have been provided below. If this proposal is acceptable, please authorize us to proceed by signing and returning a copy of the proposal to us.

Please do not hesitate to contact me with any questions that you may have. My office phone is (540) 829-5640 ext. 1002. We also invite you to visit our website at: www.asgroundwaterservices.com.

Respectfully,  
Analytical Services, Inc.



Michael Maloy, CPG  
Senior Geologist, Principal

Authorized By: \_\_\_\_\_  
Signature Date

The following time line has been prepared with a planned completion schedule for each of the above tasks. The time line is based on a seven month completion schedule.

**Projected Time Line (Assumes project start-up in June, 2011)**

|                          | June | July | August | September | October | November | December |
|--------------------------|------|------|--------|-----------|---------|----------|----------|
| Project Kick-off Meeting | X    |      |        |           |         |          |          |
| Task 1                   | X    | X    |        |           |         |          |          |
| Task 2                   | X    | X    | X      |           |         |          |          |
| Task 3                   |      | X    | X      |           |         |          |          |
| Task 4                   |      |      | X      | X         |         |          |          |
| Task 5*                  | X    | X    | X      | X         |         |          |          |
| Task 6                   |      |      |        | X         | X       | X        |          |
| Task 7                   |      |      |        |           |         | X        |          |
| Task 8                   |      |      |        |           |         | X        | X        |

\*Estimated timeframe for completion of Georeferenced Well Database by GIS Dept.

**Analytical Services, Inc.  
Unit Rate Pricing Schedule**

| <u>Unit Rate Pricing</u>       |               |
|--------------------------------|---------------|
| Senior Geologist, CPG          | \$85/hr       |
| Staff Geologist/Hydrogeologist | \$75/hr       |
| Staff Environmental Scientist  | \$75/hr       |
| GIS Technician                 | \$55/hr       |
| Administrative                 | \$35/hr       |
| Clerical                       | \$35/hr       |
| Field Vehicles                 | \$85/day      |
| Additional Report Copies       | \$250/copy    |
| Supplies/Materials             | Cost plus 20% |

**Attachment A**

**Partial List of Technical Publications**

### *Partial List of Technical Publications*

- Alley, W.M., Reilly, T.E., and Franke, O.L., 1999, Sustainability of Groundwater Resources: U.S. Geological Survey Circular 1186, 79p.*
- Atkins, J. ., Jr., 2007, Water-use estimates for West Virginia, 2004: U.S. Geological Survey Open-File Report 2007-1038, 27p. <http://pubs.usgs.gov/of/2007/1038>.*
- Beiber, P.P., 1961, Groundwater features of Berkeley and Jefferson Counties, West Virginia. WV Geological Survey Bulletin 21, 81 p.*
- Cardwell, D.H., Erwin, R.B., and Woodward, H.P., 1986, Geologic Map of West Virginia. WV Geological and Economic Survey, scale 1:250,000.*
- Dean, S.L., Kulander, B.R., Lessing, P., 1987, Geology of the Hedgesville, Keedysville, Martinsburg, Shepherdstown, and Williamsport Quadrangles, Berkeley and Jefferson Counties, West Virginia. WV Geological and Economic Survey Map WV-31, scale 1:24,000.*
- Evaldi, R.D., Paybins K.S., and Mark D. Kozar, 2009, Hydrogeologic Factors Affecting Base-Flow Yields in the Jefferson County Area, West Virginia, October-November 2007 Scientific Investigations Report 2009-5145, 13 p, 1 plate.*
- Friel, E.A., Hobba, W.A., and Chisholm, J.L., 1975, Records of wells, springs, and streams in the Potomac River basin, West Virginia. WV Geological and Economic Survey Basic Data Report No. 3. 96p.*
- Harlow, E.H. Orndorff, R.C. Nelms, D.L. Weary, D.J., and Moberg, R.M., 2005, Hydrogeology and ground-water availability in the carbonate aquifer system of Frederick County, Virginia. U.S. Geological Survey Scientific Investigations Report 2005-5161, 30 p.*
- Harlow, George E., Jr., Nelms, David L. Yager, Richard M., Kozar, Mark D., Sanford, Ward E., and Moberg, Roger M., 2008, Estimating recharge to heterogeneous fractured-rock and karst aquifer system in the Shenandoah Valley of Virginia and West Virginia, [PDF file 3.2 MB], U.S. Geological Survey Karst Interest Group Workshop, May 27-29, 2008 Bowling Green, Kentucky.*
- Hobba, W.A., 1976, Groundwater hydrology of Berkeley County, West Virginia. WV Geological and Economic Survey Environmental Geology Bulletin 13, 21 p.*
- Hobba, W.A., 1981, Ground-water hydrology of Jefferson County, WV. United States Geological Survey report. 21 p.*
- Hobba, W.A., Friel, E.A., and Chisholm, J.L., 1972, Water Resources of the Potomac River basin, West Virginia. WV Geological and Economic Survey and WV Dept. of Natural Resources, River Basin Bull. No. 3, 110 p.*
- Kozar, M.D., and Mathes, M.V., 2001, Aquifer-Characteristics Data for West Virginia. U.S. Geological Survey Water-Resources Investigations Report 01-4036, 74 p.*
- Kozar, M.D., Paybins, K.S., Weary, D.J. and Pierce, H.A., 2007 Hydrogeologic Setting and Ground-Water Flow in the Leetown Area, West Virginia U.S. Geological Survey Scientific Investigations Report 2007-5066, 51 p.*

- Kozar, M.D., and Weary, D.J. 2009, *Hydrogeology and ground-water flow in the Opequoon Creek watershed area, Virginia and West Virginia: U.S. Geological Survey Scientific Investigations Report 2009-5153*, 61 p.
- McCoy, J.J., Podwysocki, E.A., Crider, E.A., Weary, D.J., 2005, *Fracture trace map and single-well aquifer test results in a carbonate aquifer in Jefferson County, West Virginia, U.S. Geological Survey Open-File Report 2005-1407*
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**Attachment B**

**Outline for Groundwater Well Database with Sample Well Logs**

## Outline for Development of Groundwater Well Database and Geo-referenced Shape File

### Task 1

Well information from existing well completion reports (Form SW258) from the Jefferson County Health Department will be utilized to develop a groundwater well database which will be assembled in excel format.

Based on a preliminary review of well records we anticipate that the following information can be included within the database:

- Well Permit #
- Area Name/Location (Subdivision Name / Lot#)
- Well Owner/Address
- Well Diameter
- Well Depth
- Casing Length
- Date Completed
- Well Driller
- Pumping Rate

### Task 2

A shapefile locating the parcels which have well records across the county will be developed.

Optimal use of the Groundwater Well Database will be gained with the use of shape file that has geo-referenced locations for parcels that have well records. From a sampling of well logs that we have obtained from the Health Department, which represent years 1984, 1990, 2000, & 2005, the lot and subdivision names were noted to appear on every log. These common identifiers should be helpful toward locating the wells spatially across the County. ASI previously spoke with staff in the Jefferson County Tax Assessors Office and we understand that a GIS parcel shapefile has recently been constructed. Previous conversations with the GIS department have indicated that an address shapefile exists which consists of points for site addresses across the County. ASI envisions that the GIS Department staff would utilize available shapefile and/or address data to identify points within the parcels that have well records. For the purposes of this project, unless more specific locations of the wells can be easily ascertained, we envision placing a "point" in the approximate middle of the identified parcel containing the well. While these points may not always represent the exact location of the wells, they will closely approximate their locations, particularly on smaller lots and are deemed to be useful for spatial referencing on this county-wide study.

The shape file with geo-referenced well locations will be utilized along with the groundwater well database to query specific well data across the County.

WV STATE DEPARTMENT OF HEALTH  
Office of Environmental Health Services  
ENVIRONMENTAL ENGINEERING DIVISION

SW258

WELL COMPLETION REPORT

Date(s) Dec. 6, 1984 County Jefferson Permit #: DW 19-8480-612  
 Town: Shannondale Area Name/Location lot 2, Sect. 27F  
 Well Owner: Thomas P. Ash, Jr. - JoAnn Address: Rt 2, Box 784, Nagers Ferry, WV 25428  
 Telephone Number: 725-1581  
 Well Driller: E. Edward Shirley Address: Rt 2, Box 400, Stephenson, Va. 22658  
 Telephone Number: 703-662-2419

WELL LOG

| DEPTH IN FEET | FORMATIONS:<br>KIND, THICKNESS, AND IF WATER BEARING         | REMARKS:                                                                                                      |
|---------------|--------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| 0 - 10        | Overburden                                                   | Type of Well: <u>Drilled</u> Drilling Method: <u>Rotary</u>                                                   |
| 10 - 120      | Solid rock except<br>for water openings<br>at 67 ft and 112' | Well Diameter: <u>6 1/8</u> Casing O.D.: <u>6 1/4</u>                                                         |
|               |                                                              | Well Depth: <u>120</u> Date Completed: <u>12/3/84</u>                                                         |
|               |                                                              | CASING: Length <u>120</u> Feet Height above ground <u>1</u> Feet                                              |
|               |                                                              | <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Plastic <input type="checkbox"/> Cast Iron |
|               |                                                              | Other _____ Type _____                                                                                        |
|               |                                                              | SCREEN                                                                                                        |
|               |                                                              | <input type="checkbox"/> None Installed                                                                       |
|               |                                                              | Type _____ Diameter _____                                                                                     |
|               |                                                              | Slot/Gauge _____ Length _____                                                                                 |
|               |                                                              | Set Between _____ Ft. and _____ Ft.                                                                           |

PUMPING OR BAILING TEST

| DETAILS                                  | #1         | #2 | #3 |
|------------------------------------------|------------|----|----|
| Static Water Level (Ft. Below Grade)     | <u>40</u>  |    |    |
| Pumping Rate (GPM)                       | <u>320</u> |    |    |
| Pumping Level (Ft. Below Grade)          |            |    |    |
| Duration of Test (In Hours)              | <u>4</u>   |    |    |
| Recovery Time to Static Level (In Hours) | <u>1/2</u> |    |    |

WELL HEAD

Pitless Adapter: Type, Make, Etc. \_\_\_\_\_  
 Well Cap: Type, Make, Etc. \_\_\_\_\_  
 Well Seal: Type, Make, Etc. \_\_\_\_\_  
 Well Platform:  
 Length \_\_\_\_\_ Width \_\_\_\_\_ Thickness \_\_\_\_\_  
 Grouting:  Yes  No Slab  
 All Public Water Supplies must be grouted.

I hereby certify that this well was drilled and constructed under my supervision, in compliance with all requirements of the \_\_\_\_\_ permit, and that this record is true to the best of my knowledge and belief.

E. Edward Shirley  
 Name \_\_\_\_\_ Certification No. \_\_\_\_\_  
 Registered Business Name \_\_\_\_\_  
 Signed \_\_\_\_\_ Date \_\_\_\_\_

**WV STATE DEPARTMENT OF HEALTH**  
Office of Environmental Health Services  
**ENVIRONMENTAL ENGINEERING DIVISION**

SW258

**WELL COMPLETION REPORT**

Date(s) 6-28-05 County Jefferson Permit #: DW-19-0405-277  
 Town: Rephersboun Area Name/Location Steamboat Run Lot 10  
 Well Owner: James W. Dalow Address: 13 Newbury Court  
 Telephone Number: 301-253-3296 Paxtonville, Md. 20882  
 Well Driller: J. Z. Brannon Address: P.O. Drawer 1876  
 Telephone Number: 229-8511 Inwood, W. Va. 25428

**WELL LOG**

| DEPTH IN FEET | FORMATIONS:<br>KIND, THICKNESS, AND IF WATER BEARING | REMARKS:                                                                                                      |
|---------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| 0-18          | clay                                                 | Type of Well: <u>Home</u> Drilling Method: _____                                                              |
| 18-29         | unconsolidated                                       | Well Diameter: <u>6"</u> Casing O.D.: _____                                                                   |
| 29-500        | limestone                                            | Well Depth: <u>535</u> Date Completed: <u>6-28-05</u>                                                         |
| 500-501       | water seam                                           | CASING: Length <u>40</u> Feet Height above ground <u>1 1/2</u> Feet                                           |
| 501-520       | limestone                                            | <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Plastic <input type="checkbox"/> Cast Iron |
| 520-521       | water bearing                                        | Other _____ Type _____                                                                                        |
| 521-525       | limestone                                            |                                                                                                               |
|               |                                                      | <b>SCREEN</b>                                                                                                 |
|               |                                                      | <input checked="" type="checkbox"/> None Installed                                                            |
|               |                                                      | Type _____ Diameter _____                                                                                     |
|               |                                                      | Slot/Gauge _____ Length _____                                                                                 |
|               |                                                      | Set Between _____ Ft. and _____ Ft.                                                                           |

**PUMPING OR BAILING TEST**

| DETAILS                                  | #1         | #2 | #3 |
|------------------------------------------|------------|----|----|
| Static Water Level (Ft. Below Grade)     | <u>80</u>  |    |    |
| Pumping Rate (GPM)                       | <u>8</u>   |    |    |
| Pumping Level (Ft. Below Grade)          | <u>520</u> |    |    |
| Duration of Test (In Hours)              | <u>1</u>   |    |    |
| Recovery Time to Static Level (In Hours) | <u>2</u>   |    |    |

**WELL HEAD**

Didn't do  
 Pitless Adapter: Type, Make, Etc. \_\_\_\_\_  
 Well Cap: Type, Make, Etc. Royer Casting Conduit Cap  
 Well Seal: Type, Make, Etc. \_\_\_\_\_  
 Well Platform:  
 Length \_\_\_\_\_ Width \_\_\_\_\_ Thickness \_\_\_\_\_  
 Grouting:  Yes  No  
 All Public Water Supplies must be grouted.

I hereby certify that this well was drilled and constructed under my supervision, in compliance with all requirements of the referenced permit, and that this record is true to the best of my knowledge and belief.

Name: J. Z. Brannon Certification No. 005  
J. Z. Brannon Well Drilling, Inc.  
 Registered Business Name: \_\_\_\_\_  
 Signed: J. Z. Brannon Date: 6-28-05

WV STATE DEPARTMENT OF HEALTH  
Office of Environmental Health Services  
ENVIRONMENTAL ENGINEERING DIVISION

SW258

ST-9900 467

WELL COMPLETION REPORT

Date(s) 10/19/00 County Jefferson Permit # DW-19-9900-358  
 Well Owner: Melynda Wilcox Area Name/Location Stafford, Lot 25  
 Address: 606 Rockaway Court  
Harpers Ferry, WV 25425  
 Telephone Number: 725-8141  
 Well Driller: High Point Drilling, Inc Address: P.O. Box 190  
Charles Town, WV 25414  
 Telephone Number: 725-1644

WELL LOG

| DEPTH IN FEET | FORMATIONS:<br>KIND, THICKNESS, AND IF WATER BEARING | REMARKS:                                                                                                      |
|---------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| 0-14          | Dirt                                                 | Type of Well: <u>Limestone</u> Drilling Method: <u>Rotary</u>                                                 |
| 14-200        | Limestone                                            | Well Diameter: <u>6 1/8"</u> Casing O.D.: <u>6 5/8"</u>                                                       |
| 200-201       | Soft spot w/water                                    | Well Depth: <u>316</u> Date Completed: <u>7/4/00</u>                                                          |
| 201-220       | Limestone                                            | CASING: Length <u>20</u> Feet Height above ground <u>1 1/2</u> Feet                                           |
| 220-221       | Soft spot w/water                                    | <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Plastic <input type="checkbox"/> Cast Iron |
| 221-316       | Limestone                                            | Other _____ Type _____                                                                                        |
|               |                                                      | SCREEN                                                                                                        |
|               |                                                      | <input checked="" type="checkbox"/> None Installed                                                            |
|               |                                                      | Type _____ Diameter _____                                                                                     |
|               |                                                      | Slot/Gauge _____ Length _____                                                                                 |
|               |                                                      | Set Between _____ Ft. and _____ Ft.                                                                           |

PUMPING OR BAILING TEST

| DETAILS                                  | #1             | #2 | #3 |
|------------------------------------------|----------------|----|----|
| Static Water Level (Ft. Below Grade)     | <u>100</u>     |    |    |
| Pumping Rate (GPM)                       | <u>15</u>      |    |    |
| Pumping Level (Ft Below Grade)           | <u>310</u>     |    |    |
| Duration of Test (In Hours)              | <u>1 hr</u>    |    |    |
| Recovery Time to Static Level (In Hours) | <u>20 min.</u> |    |    |

WELL HEAD

Pitless Adapter: Type, Make, Etc. \_\_\_\_\_  
 Well Cap: Type, Make, Etc. Royer Casting  
 Well Seal: Type, Make, Etc. \_\_\_\_\_  
 Well Platform:  
 Length \_\_\_\_\_ Width \_\_\_\_\_ Thickness \_\_\_\_\_  
 Grouting:  Yes  No  
 All Public Water Supplies must be grouted.

I hereby certify that this well was drilled and constructed under my supervision, in compliance with all requirements of the referenced permit, and that this record is true to the best of my knowledge and belief.

Donald R. Gardina 502  
 Name Certification No.  
High Point Drilling, Inc.  
 Registered Business Name  
Donald R. Gardina 10/19/00  
 Signed Date

WEST VIRGINIA STATE DEPARTMENT OF HEALTH  
Office of Environmental Health Services  
ENVIRONMENTAL ENGINEERING DIVISION

SW25

WELL COMPLETION REPORT

Date(s) 1/22/90 County Jefferson Permit #: DW-198990-201  
 Town: \_\_\_\_\_ Area Name/Location Lot # 32 Steeple Chase S/D  
 Well Owner: Rutte Homes Corp Address: 9059 Gaither Rd.  
 Telephone Number: \_\_\_\_\_ Gaithersburg, MD 20877  
 Well Driller: Thomas C. Shirley Address: Rt 2, Box 400  
 Telephone Number: 703-662-2419 Stephenson, VA 22656

WELL LOG

| DEPTH IN FEET | FORMATIONS:<br>KIND, THICKNESS, AND IF WATER BEARING | REMARKS:                                                                                                                                                      |
|---------------|------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 0-2           | Dirt                                                 | Type of Well: <u>Drilled</u> Drilling Method: <u>Rotary</u><br>Well Diameter: <u>6/8</u> Casing O.D.: <u>6/4</u>                                              |
| 2-26          | Mixed soapstone & shale                              |                                                                                                                                                               |
| 26-34         | Clay                                                 | Well Depth: <u>140</u> Date Completed: <u>1/12/90</u>                                                                                                         |
| 34-50         | Limestone & dirt                                     | CASING: Length <u>60</u> Feet Height above ground <u>1</u> Feet                                                                                               |
| 50-100        | Limestone                                            | <input checked="" type="checkbox"/> Steel <input type="checkbox"/> Plastic <input type="checkbox"/> Cast Iron                                                 |
| 100-102       | Water opening                                        | Other _____ Type _____                                                                                                                                        |
| 102-127       | soapstone                                            | SCREEN<br><input checked="" type="checkbox"/> None Installed<br>Type _____ Diameter _____<br>Slot/Gauge _____ Length _____<br>Set Between _____ Ft. and _____ |
| 127-130       | water opening                                        |                                                                                                                                                               |
| 130-140       | Limestone                                            |                                                                                                                                                               |

PUMPING OR BAILING TEST

| DETAILS                                  | #1        | #2 | #3 |
|------------------------------------------|-----------|----|----|
| Static Water Level (Ft. Below Grade)     |           |    |    |
| Pumping Rate (GPM)                       | <u>30</u> |    |    |
| Pumping Level (Ft Below Grade)           |           |    |    |
| Duration of Test (In Hours)              | <u>4</u>  |    |    |
| Recovery Time to Static Level (In Hours) |           |    |    |

WELL HEAD

Pitless Adapter: Type, Make, Etc. Pump not installed  
 Well Cap: Type, Make, Etc. \_\_\_\_\_  
 Well Seal: Type, Make, Etc. \_\_\_\_\_  
 Well Platform:  
 Length \_\_\_\_\_ Width \_\_\_\_\_ Thickness \_\_\_\_\_  
 Grouting:  Yes  No  
 All Public Water Supplies must be grouted.

I hereby certify that this well was drilled and constructed under my supervision, in compliance with all requirements of the referenced permit, and that this is true to the best of my knowledge and belief.

Thomas C. Shirley 497  
 Name Certification No.  
Shirley Well Drilling, Inc.  
 Registered Business Name  
Thomas C. Shirley 1/22/90  
 Signed Date

**Attachment C**  
**Standard Terms and Conditions**

## Analytical Services, Incorporated Terms and Conditions

1. **General:** Analytical Services, Incorporated (ASI) shall provide the services and products defined in this contract. Analytical Services, Incorporated will invoice the Client based on the attached fee schedule or the proposed price. All representation of cost to the Client stated in this contract shall not be considered as a fixed or not-to-exceed cost unless specifically and clearly stated in this contract at the request of the Client. Analytical Services, Incorporated will charge for additional services utilizing the unit rates provided. This proposal is valid for ninety (90) days. The Client will provide for right-of-entry of all Analytical Services, Incorporated personnel and equipment to the project site(s) as required by Analytical Services, Incorporated to complete the work specified in this contract. Electricity, water and toilet facilities will be provided for Analytical Services, Incorporated personnel as needed.

2. **Reporting Requirements:** The Client acknowledges and understands that Federal, State, and local officials impose many reporting requirements of owners, operators, consultants, service firms, and other entities in regard to environmental concerns. Analytical Services, Incorporated will advise the Client of proper notification requirements. The Client agrees to hold Analytical Services, Incorporated harmless for actions resulting from the Client's failure to notify. The Client further understands and acknowledges that during the normal course of work under this contract, Analytical Services, Incorporated may be required to make such notifications prior to notifying the Client or its representatives.

3. **Invoices:** Analytical Services, Incorporated will submit invoices to the Client at the completion of the job or monthly, whichever period is shorter. Invoices will be prepared in accordance with accepted industry standards. Invoices will show unit charges for personnel, equipment, and products delivered under this contract. More detailed supporting information can be provided at the Client's request. The cost for such additional information will be the responsibility of the Client. In no case shall payment be refused or delayed to Analytical Services, Incorporated as a result of a request for additional information. A copy of Analytical Services, Incorporated invoicing format can be provided to the Client upon request.

Variations to this format must be requested in writing prior to beginning work.

4. **Payment:** Payment is due within 15 days of invoice date. Interest charges will begin thirty days from the invoice date. Client agrees to pay an interest charge of one and one-half percent (1 1/2%) per month, or the maximum rate allowed by law on past due accounts. Any attorney fees, collection fees, or other cost incurred in collecting any delinquent amount shall be paid by the Client. The Client agrees to pay Analytical Services, Incorporated for its services under this contract regardless of whether or not they have been paid by their client.

5. **Ownership of Documents:** All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Analytical Services, Incorporated, as instruments of service, shall remain the property of Analytical Services, Incorporated. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned to Analytical Services, Incorporated upon demand. Analytical Services, Incorporated will retain all pertinent records relating to services performed for a period of five years following submission of the final project report, during which period the records will be made available to the Client at reasonable costs.

6. **Disputes:** In the event that a dispute should arise relating to the performance of services under this agreement, and should that dispute result in litigation, it is agreed that the prevailing venue shall be Culpeper District Court and the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time, court costs, attorney's fees, and other claim-related expenses.

7. **Standard of Care:** Services performed by Analytical Services, Incorporated under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

8. **Utilities:** Analytical Services, Incorporated will contact the appropriate utility clearing and marking agency for the Client prior to beginning work and

obtain clearances to dig. Beyond this, Analytical Services, Incorporated will not assume responsibility for damage to or repair of on site utilities or property damage caused by damage to utilities during the course of the project.

9. **Liability and Indemnity:** The Client shall indemnify and hold harmless Analytical Services, Incorporated from any and all claims and liabilities for property damage and personal injury, including death, arising out of or resulting from or in connection with the execution of the work.

10. **Specifications and Drawings:** Drawings and information required to prepare project specifications and permits shall be furnished to Analytical Services, Incorporated in a complete and timely manner as requested to complete contract requirements. Client shall be responsible for delays because of failure to do so. Client shall be liable for costs associated with changes in the plans and specifications after the plans and specifications are prepared and submitted for permit approval. Changes in plans and specifications requested by city, state or local officials as part of permit approval or inspection procedures are the responsibility of the Client if such changes involve additional cost to Analytical Services, Incorporated.

11. **Time of Essence:** Time is of the essence. Analytical Services, Incorporated shall proceed with work, including overtime performance as necessary and as required by the Schedule of Progress which may be subject to change as working conditions require. If overtime is required solely to accelerate project completion, it shall be authorized in writing and be paid for by the Client.

12. **Damages for Delay:** The Client shall be liable to Analytical Services, Incorporated for unforeseeable delay occurring beyond Analytical Services, Incorporated's control or for delay caused by Owner or other Subcontractor, or for delays on account of action or lack of action by the Client.

13. **Other Changes:** Changes or additional work ordered by the Client shall be performed and paid for in accordance with the terms of the Prime Contract, including all rights of dispute and appeal, provided reservation and exercise of said rights do not interfere with the progress of the work.

14. **Shoring/De-Watering:** Unless specifically identified within the written proposal with a cost

provided, Analytical Services, Incorporated will not be responsible for shoring or dewatering operations determined to be necessary after the job starts.

15. **Contamination:** Unless specifically identified in the written proposal, contaminated soil and/or water disposal and the handling thereof, if encountered unexpectedly, will require additional cost to the Client. Further, any reports or handling of contamination issues will likewise require additional cost.

16. **Report Documents:** Analytical Services, Incorporated will deliver to the Client up to three (3) copies of reports and supporting documentation as part of the contract price. Additional copies, overnight charges, plan reproduction etc. beyond the first three (3) copies will require additional cost.

17. **Additional Materials:** Any equipment or materials provided to the Client over and above that stated in the contract or scope of work description will be charged to the Client at cost plus 20%, except where these additions are part of approved change orders.

18. **Meetings:** Any meetings required to discuss the project with the Client, its representatives, government officials or others, if not part of the original scope of work identified, will be billed to the Client as additional cost according to the fee schedule included or Analytical Services, Incorporated's standard rate schedule.

**Attachment D**  
**Certificate of Insurance**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                    |                                                |                             |
|----------------------------------------------------------------------------------------------------|------------------------------------------------|-----------------------------|
| PRODUCER<br>Frenkel & Co<br>350 Hudson Street<br>New York NY 10014                                 | CONTACT NAME: Mary Griffin                     |                             |
|                                                                                                    | PHONE (A/C, No, Ext): 212-488-0380             | FAX (A/C, No): 212-488-1802 |
|                                                                                                    | E-MAIL ADDRESS: mgriffin@frenkel.com           |                             |
|                                                                                                    | PRODUCER CUSTOMER ID #:                        |                             |
|                                                                                                    | INSURER(S) AFFORDING COVERAGE                  | NAIC #                      |
| INSURED<br>Analytical Services, Inc.<br>8600 Snowden River Parkway, Suite 300<br>Columbia MD 21045 | INSURER A: Steadfast Ins Co                    | 26387                       |
|                                                                                                    | INSURER B: Travelers Indemnity Company of Amer | 25666                       |
|                                                                                                    | INSURER C: Travelers Property & Casualty of Am | 25674                       |
|                                                                                                    | INSURER D:                                     |                             |
|                                                                                                    | INSURER E:                                     |                             |
|                                                                                                    | INSURER F:                                     |                             |

## COVERAGES

CERTIFICATE NUMBER: 846669952

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                       | ADD'L SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----|---------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Contr. Pol. Liab.<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y               | Y   | 9670280-02    | 6/1/2010                | 6/1/2011                | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/DP AGG \$2,000,000<br>\$ |
| C        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS                                                                                                                  |                 |     | BA-9509M128   | 1/1/2010                | 1/1/2011                | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$<br>\$                                                                     |
| A        | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input checked="" type="checkbox"/> DEDUCTIBLE 10,000<br>RETENTION \$                                                                                                                                                                                                    |                 |     | 9670282-02    | 6/1/2010                | 6/1/2011                | EACH OCCURRENCE \$2,000,000<br>AGGREGATE \$2,000,000<br>\$<br>\$                                                                                                                                                                         |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                  | Y/N             | N/A | UB-9443M147   | 1/1/2010                | 1/1/2011                | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                          |
| A        | Professional Liability<br>Claims Made                                                                                                                                                                                                                                                                                                                                                   |                 |     | 9670280-02    | 6/1/2010                | 6/1/2011                | Each Claim \$1,000,000<br>Gen. Aggregate \$2,000,000                                                                                                                                                                                     |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Insurance.

## CERTIFICATE HOLDER

## CANCELLATION

General Information Certificate  
Analytical Services, Inc.  
8600 Snowden River Parkway#300  
Columbia MD 21045

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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

**AGENDA REQUEST FORM**

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: May 19, 2011

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

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

Subject: Tolling of Construction Bond for Notting Hill Subdivision, Duplex Lots 1-22 and Parcels A, B & C

Please provide the County Commission with a description of your request or presentation, including any background information: John H. and Linda Kilroy, owner/developer, has requested tolling of the construction bond for the Notting Hill Subdivision, Duplex Lots 1-22 and Parcels A, B & C.

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 owner/developer of the Notting Hill Subdivision, Duplex Lots 1-22 and Parcels A, B & C - File #07-16.

Attachments: Tolling of Bonding Agreement  
Roger Goodwin's Memo dated May 11, 2011

## MEMORANDUM

### Jefferson County, West Virginia Engineering Department

TO: County Commission of Jefferson County

FROM: Roger Goodwin  
Chief County Engineer

DATE: May 11, 2011

SUBJECT: Notting Hill Subdivision (JCPC File no. 07-16) – Tolling of Bonding Request

This memorandum is in response to the attached letter from John H. and Linda Kilroy, owner/developer of the Notting Hill Subdivision, dated March 25, 2011, requesting to be allowed to toll the bond on the Notting Hill Subdivision. My comments are as follows:

1. The project is a residential subdivision consisting of 22 duplex lots in the Notting Hill Subdivision located on Shepherd Grade Road, in the Shepherdstown Tax District, Tax Map 5, Parcel 8.14
2. The Developer is:  

John H. and Linda Kilroy  
122 Uvilla Estates Drive  
Shenandoah Junction, WV 25442
3. The initial/current bond amount is \$599,059.00
4. No work has started and no lots have been sold.
5. The developer is requesting to be allowed to toll the bond for the following reason:

“...the reason for this request is due to the very slow economic conditions in the home building industry in the nation in the nature in general, and in Jefferson County specifically. These sluggish conditions make it difficult to sell lots at a pace to raise capital to finance the infrastructure improvements.”

6. The bonding policy states that:

*"During periods of economic downturn (i.e., downturn in housing market due to economic conditions, loss of source of project financing/capitol necessary to begin the project, etc.), as determined by the Jefferson County Commission, the owner/developer may defer construction and obtain temporary partial release of construction bond and surety on projects that are recorded and bonded, but have not started construction of site improvements and/or sold any lots or portions of the subdivided parcel."*

7. Tolling of the bond will result in the following:

- A. The developer is required to execute the Tolling of Bonding Agreement and provide a merger deed and a \$10,000 surety as a Site Stability Bond.

The Tolling of Bonding Agreement will be recorded at the County Clerk's office so that the restriction placed on the lots preventing them from being sold will be found through a title search. The merger deed and the Site Stability Bond will be held by the Bonding Administrator. If the developer defaults on any of the terms of the agreement the County Commission can direct the Bonding Administrator to record the merger deed at the County Clerk's office. The merger deed merges all the lots and returns the parcel/property to its original state prior to subdivision of the land, essentially removing the subdivision plat from record. In addition, the \$10,000 surety for the Site Stability Bond is forfeited to the County Commission.

- B. Tolling of the bond has a 4-year time limit. If the developer fails to re-post the full construction bond before expiration of the time limit, the developer will be in default of the agreement.
- C. The developer cannot begin any site improvements or sell any lots as long as the bond is being tolled.
- D. In order to begin installation of the site improvements and/or to sell lots, the developer is required to stop tolling the bond. In doing so, the developer is required to re-post the full

amount of the construction bond at the current construction costs at that time. Once the construction bond is reposted, the merger deed and the \$10,000 surety are returned to the developer.

- E. The developer may toll the bond on any subdivision, or phase of a subdivision, only one time. Once the developer stops tolling of the bond and re-posts the new construction bond the developer shall complete the required site improvements in accordance with the bonding policy.

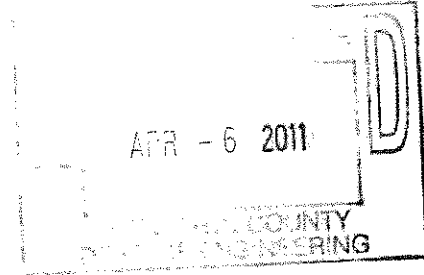
**Recommendation:** The project meets the requirements to be allowed to toll the bond. Recommend authorizing the Commission President and staff to execute the Tolling of Bonding Agreement with the developer, provided the County Commission finds that it is justified due to current economic conditions.

07-16

John H. and Linda Kilroy  
122 Uvilla Estates Drive  
Shenandoah Junction, WV 25442

March 25, 2011

Mr. Roger Goodwin, P.E., Chief County Engineer  
Jefferson County Department of Engineering  
118 East Washington Street  
Charles Town, WV 25414



Dear Mr. Goodwin,

Please consider this request to toll the Construction Bond for the Notting Hill Subdivision, Lots 1-22 (File # 07-16), for a maximum period of four years. This request is pursuant to the Jefferson County Bonding Policy. The property is recorded in our name in Deed Book 997, at Page 201 in the Jefferson County Clerk's Office. The Notting Hill Subdivision Plat is recorded in Plat Book 25, at Page 8 in the Clerk's Office, as well. The subdivision consists of 22 single family duplex lots on 7.49646 acres of land in the Shepherdstown Tax District.

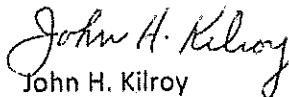
The Notting Hill Subdivision Construction Bond is secured by a Letter of Credit issued by Jefferson Security Bank in the amount of \$599,059.00. This Construction Bond Estimate was approved by the Jefferson County Department of Engineering on September 23, 2008.

The reason for this request is due to the very slow economic conditions in the home building industry in the nation in general, and in Jefferson County specifically. These sluggish conditions make it difficult to sell lots at a pace to raise capital to finance the infrastructure improvements.

Finally, we do understand that we have to post a \$10,000 Site Stability Bond and submit an executed merger deed when the tolling of the Notting Hill Subdivision is approved by the County Commission.

Thank you in advance for your consideration of this request. Please call us at 304/725-1143 if you have any questions.

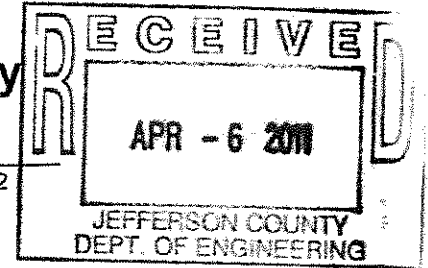
Sincerely,

  
John H. Kilroy

Linda Kilroy

# Jefferson County Sheriff's Tax Office

## Jefferson County Real Property



Tax Year: 2010 Account Number: 00030732  
 Ticket #: 0000027645 Taxpayer I.D.:  
 District: 09 - SHEPHERDSTOWN DIST

| Property Owner                                                                                          | Property Description                                                                                          |
|---------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|
| KILROY JOHN & LINDA L<br>122 UVILLA ESTATES DR<br>SHENANDOAH JUNCTION, WV 25442<br>Lending Institution: | 7.50 AC HEADLEE-PSILLAS (LT#1)<br>Map/Parcel: 5 / 0008 0014 0000<br>Lot Size: Acreage:<br>Book: 997 Page: 201 |

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       | 141800 | 141800 |                |
| Building   | 0      | 0      |                |
| Total      | 141800 | 141800 | 1575.12        |

AMOUNTS DUE: First Half: none due Second Half: none due Total Due: none due

**PAYMENTS RECEIVED:**

|          | First Half | Second Half |
|----------|------------|-------------|
| Net      | 1575.12    | 1575.12     |
| Discount | 39.38      | 39.38       |
| Interest | .00        | .00         |
| Total    | 1535.74    | 1535.74     |
| Date     | 08/26/2010 | 02/23/2011  |

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.

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

**NOTTING HILL SUBDIVISION**

**THIS AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Declaration") is made and entered into as of the \_\_\_\_ day of May 2011, by John H. Kilroy and Linda Kilroy ("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 997, Page 201 (the "Land"); and

**WHEREAS**, the Land has been legally subdivided (the "Subdivision") into Notting Hill Subdivision consisting of (22) single family duplex 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 Notting Hill Subdivision, Lots 1-22 and Parcel A, B & C, recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 25 at Page 8 (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 \$599,059.00 (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 17, 2008 (the "Bond Estimate"), and approved by the Jefferson County Department of Planning, Zoning & Engineering (the "Department") on September 23, 2008; and

**WHEREAS**, due to economic conditions in the home building 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. **Covenant to Maintain "Good Standing" with the State of West Virginia.** 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 continually maintain "good standing" with the State of West Virginia with regard to this parcel/property. This shall include:
  - (a) Maintaining a current and valid organization/business certificate, license, or any other document required by the West Virginia Secretary of State to conduct business in the State of West Virginia. The Declarant shall be in default of this agreement if at any time during the term of this agreement the organization/business is dissolved or revoked by the West Virginia Secretary of State and its good standing is allowed to lapse; and
  
  - (b) Not be delinquent on the real estate property taxes by more than 30 calendar days from the first payment due date set by the Jefferson

County Assessor. The Declarant shall be in default of this agreement if at any time during the term of this agreement, the real estate property taxes on this property are delinquent more than 30 calendar days.

The Declarant shall provide to the County Commission, on a periodic basis as determined by the County Commission and/or their staff, documentation evidencing that the Declarant is continually maintaining good standing with the State of West Virginia, to the satisfaction of the County Commission.

**6. 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.

7. **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.
8. **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.
9. **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.
10. **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
11. **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.
12. **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.

NOTTING HILL SUBDIVISION, LOTS 1-22, PARCELS A, B & C  
(Subdivision Name)

Jefferson County Planning Commission File No. 07-16

JOHN H. KILROY and LINDA KILROY  
(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: Patricia A. Noland, President, Jefferson County Commission

**(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

Jefferson County - Tolling of Bond Agreement  
Notting Hill Subdivision JCPC File #07-16

Sandy

LAW OFFICE OF  
JAMES V. KELSH

300 Summers St., Ste. 1230  
P.O. Box 3713  
Charleston, WV 25337-3713  
kelshlaw@yahoo.com  
WV State Bar #6617

Telephone  
(304) 343-1654

Facsimile  
(304) 343-1657

March 31, 2011

Honorable Patsy Noland, President  
Jefferson County Commission  
124 E. Washington Street  
Charles Town, WV 25414

RE: Tolling Agreements with Developers

Dear Ms. Noland:

I write to you on behalf of the Jefferson County Public Service District ("District") to alert the Jefferson County Commission to a concern of the District regarding the Commission's recent practice of entering into agreements with developers to toll bonding requirements pursuant to the September 2, 2010 Site Improvement Bonding and Bond Surety Policy (the "Policy").

When a developer tolls its bonds, the Policy requires "that no construction and installation of site improvements shall be allowed" and that "lots are restricted from being sold." Policy, §10. The form tolling agreement ("Form Agreement") attached to the Policy provides that once a bond is tolled, "[n]o Infrastructure Improvements... shall occur or be permitted on the Land." Form Agreement, ¶2 (b) (ii). The Form Agreement states that "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 Lot." ¶4.

The District's concern is that the quoted terms in the Policy and the Form Agreement will complicate the District's acquisition of easements and lots, and construction of facilities on land that is subject to a tolling agreement. To be clear, the District would not construct facilities on land that is subject to a tolling agreement for the purpose of serving the development that is in tolled status. Rather, the District expects situations may arise where the District needs to construct transmission lines or pump stations on or across land that is in tolled status for the purpose of serving District customers located outside of the development that is in tolled status.

RECEIVED

APR 04 2011

Jefferson County Commission


Honorable Patsy Noland, President  
Jefferson County Commission  
March 31, 2011  
Page 2

The problem the District has identified herein has not manifested itself with respect to the two developments, Thorn Hill and Harvest Hills that are now in tolled status.

The District has no particular solution to recommend to the Commission at this time. The District is willing to meet with a Commission representative and affected County Department members to address this issue further.

Please feel free to contact me at any time regarding this matter. Thank you for your consideration and assistance.

Very truly yours,



James V. Kelsh  
(WV State Bar No. 6617)

JVK/sls

cc: Sue Lawton  
Jennifer Brockman

(Jefferson/3-31-11 Noland ltr re tolling agmnts with developers)

|                                                                                            |
|--------------------------------------------------------------------------------------------|
| <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 – 1<sup>st</sup> Choice: May 19, 2011

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

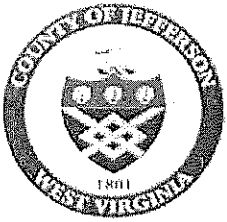
If a specific date is needed, please provide reason for specific date:

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 Michael R. Shveda – Shepherdstowne Estates Subdivision, Lots 1-9 & Residue (File #07-24) – Letter of Credit #517486 with Jefferson Security Bank, Shepherdstown, 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 \$54,000.00 from the construction bond amount for Michael R. Shveda – Shepherdstowne Estates Subdivision, Lots 1-9 & Residue (File #07-24).

Attachments: Construction Bond Release Letter



## JEFFERSON COUNTY COMMISSION

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

Phone: (304) 728-3284 - Fax: (304) 725-9716

Web: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

PRESIDENT

*Patsy Noland*

VICE PRESIDENT

*Dale Manuel*

COMMISSIONER

*Frances Morgan*

COMMISSIONER

*Walt Pellish*

COMMISSIONER

*Lyn Widmeyer*

May 19, 2011

Mr. Karl J. Keller, S.V.P. &  
Commercial Loan Officer  
Jefferson Security Bank  
P. O. Box 35

RE: Irrevocable Letter of Credit #517486 dated October 16, 2009 Construction Bond Surety for Michael R. Shveda - Shepherdstowne Estates Subdivision, Lots 1-9 & Residue (PCFile #07-24).

Dear Mr. Keller:

The Jefferson County Commission authorizes a complete release of the remaining \$54,000.00 from the construction bond for Michael R. Shveda – Shepherdstowne Estates Subdivision, Lots 1-9 & Residue (PCFile #07-24). This project is located on the west side of Kearneysville Pike (Route 480) approximately - 0.36 miles north of Ridge Road (Route 16). The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount of the above referenced Irrevocable Letter of Credit, originally issued in the amount of \$532,099.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Patricia A. Noland, President  
Jefferson County Commission

PAT:rfb

cc: Mr. Michael R. Shveda  
3759 Kearneysville Pike  
Shepherdstown, West Virginia 25443  
Department of Engineering

COUNTY ADMINISTRATOR

*Tim Boyd*

DEPUTY COUNTY ADMINISTRATOR

*Sandy Shuster McDonald*

|                                                                                            |
|--------------------------------------------------------------------------------------------|
| <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 – 1<sup>st</sup> Choice: May 19, 2011

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

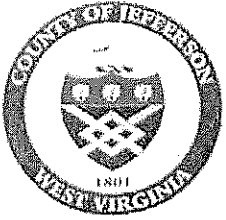
If a specific date is needed, please provide reason for specific date:

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) – Cash-in-Escrow with 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 the remaining \$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: Construction Bond Release Letter



## JEFFERSON COUNTY COMMISSION

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

Phone: (304) 728-3284 - Fax: (304) 725-9716

Web: [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

PRESIDENT

*Patsy Noland*

VICE PRESIDENT

*Dale Manuel*

COMMISSIONER

*Frances Morgan*

COMMISSIONER

*Walt Pellish*

COMMISSIONER

*Lyn Hubbard*

May 19, 2011

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

RE: Cash-in-Escrow account dated December 23, 2010 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 the remaining \$40,050.00 from the construction bond for County Green LLC – The Woods at Wheatland Subdivision, Lots 1-7 & Residue (File #07-22). 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 work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount for the above referenced Cash-in-Escrow account, originally issued in the amount of \$40,050.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Patricia Noland, President  
Jefferson County Commission

PN:rfb

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

62 C

|                                                                                            |
|--------------------------------------------------------------------------------------------|
| <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 – 1<sup>st</sup> Choice: May 19, 2011

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

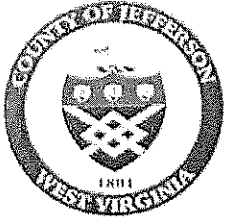
If a specific date is needed, please provide reason for specific date:

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 Rattlesnake Run, Inc./Thomas Harding for the Oxford Meadows Subdivision, Lots 1-14 (File #06-27) – Letter of Credit #60004966069 with Susquehanna Bank, Greencastle, Pennsylvania.

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 \$410,587.00 from the construction bond amount for Rattlesnake Run, Inc./Thomas Harding – Oxford Meadows Subdivision, Lots 1-14 (File #06-27).

Attachments: Construction Bond Release Letter  
Letter from Thomas Harding dated 5/3/2011



## JEFFERSON COUNTY COMMISSION

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

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PRESIDENT

*Patsy Noland*

VICE PRESIDENT

*Dale Manuel*

COMMISSIONER

*Frances Morgan*

COMMISSIONER

*Walt Pellish*

COMMISSIONER

*Lyn Widmeyer*

May 19, 2011

Mr. Scott B. Slick  
Assistant Vice President  
Susquehanna Bank  
35 North Carlisle Street  
Greencastle, Pennsylvania 17225-0400

RE: Irrevocable Letter of Credit #60004966069 dated June 25, 2008, Construction Bond Surety for Rattlesnake Run, Inc./Thomas Harding – Oxford Meadows Subdivision, Lots 1-14 & Residue (PCFile #06-27).

Dear Mr. Slick:

The County Commission of Jefferson County, at its May 19, 2011 meeting, approved release of the construction bond for the Oxford Meadows Subdivision (PC File #06-27; Plat Book 25, Pg. 53) conditioned upon recordation of the merger deed approved by Jennifer M. Brockman, Director of Planning & Zoning on May \_\_, 2011. The merger deed being for the purpose of eliminating all interior boundary lines therein and restoring the property to a single lot containing 44.580 acres of land.

The County Commission of Jefferson County authorizes a complete release of the remaining \$410,587.00 construction bond amount for Rattlesnake Run, Inc./Thomas Harding – Oxford Meadows Subdivision, Lots 1-14 (PCFile #06-27).

You are hereby authorized to fully release the remaining amount for the above referenced Irrevocable Letter of Credit, originally issued in amount of \$410,587.00. The release is subject to the conditions herein stated.

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

Sincerely,

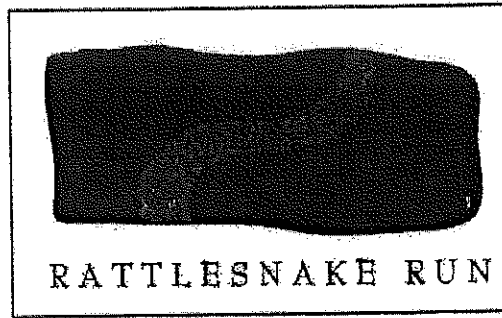
Patrician A. Noland, President  
Jefferson County Commission

PAT:rfb

cc: Mr. Thomas Harding  
Rattlesnake Run  
P. O. Box 1451  
Shepherdstown, WV 25443  
Department of Engineering

COUNTY ADMINISTRATOR  
*Tim Boyde*

DEPUTY COUNTY ADMINISTRATOR  
*Sandy Shuster McDonald*



PO Box 1451 - Shepherdstown WV 25443 - RattlesnakeRun.net  
304 671 7292

Rebecca Burns/ Roger Goodwin  
Jefferson County Engineering  
Charles Town WV

Cc Dave Pill, John Snyder, Judy Moore

May 3 2011

RECEIVED

MAY - 6 2011

JEFFERSON COUNTY  
PLANNING, ZONING AND ENGINEERING

**Re: Construction bond release for Oxford Meadows**

Dear Mr Goodwin and Ms Burns

As you may be aware, we are transferring the 45 acres that make up the Oxford Meadows subdivision back to the original owner, Edna Snyder. The transaction is nearly complete with the deed preparation and funds secured awaiting closing on the property. Per our conversations, I can confirm that no improvements have been made to the land and we are ready to move ahead with the transfer.

However, there are several house-keeping items that need to be completed in order to finalize the transfer of the land.

Further to my meeting with both of you and our ongoing discussions, I would now like to formally request the bond release for Oxford Meadows subdivision on Ridge Road Shenandoah Junction in Jefferson County WV.

Our attorney Dave Pill has submitted a draft of the merger deed to the Planning Department for review. This deed removes all the internal lot lines within the 45 acres and renders it as one parcel.

The county still holds the Construction Bond which secures the improvements that would be required if the subdivision were to be completed. As such, there is a letter of credit issued by Susquehanna Bank to secure those improvements. In order for Mrs Snyder to get clean title to the land the bond and letter of credit need to be released prior to the transfer of the land.

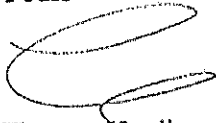
After several meetings with Roger Goodwin and Rebecca Burns, I understand that the Engineering Department has agreed to recommend a total release of the bond by the County provided that there is a mechanism in place to ensure the subdivision could not be constructed. In order to effectuate that agreement, a merger deed has been prepared and submitted to the Planning Department. This deed eliminates all the internal lot lines and makes the 45 acres into one parcel of land.

However, there are necessary steps that need to be followed in a particular order so that all parties are satisfied. The sequence of events include the Merger Deed being approved by the County, the County Commission releasing the Construction Bond and then, the County sending a letter to Susquehanna notifying them of the County's release. Once this happens, the settlement will take place. In order for the County to be assured that the Merger Deed is recorded, the settlement attorney Dave Pill has agreed to record the Merger Deed just prior to the recordation of the Property Conveyance Deed.

Accordingly, I am respectfully requesting a release of the Construction Bond for the Oxford Meadows subdivision.

Thank you for your assistance in this matter.

Yours

A handwritten signature in black ink, appearing to read 'Thomas Harding', written over a dotted line.

Thomas Harding  
Vice President  
Rattlesnake Run Inc

|                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------|
| <p>Commission Office Use Only</p> <p>Date on Agenda: <u>5/19/11</u></p> <p>Appt Time or New Business: <u>11:30 am</u></p> |
|---------------------------------------------------------------------------------------------------------------------------|

**AGENDA REQUEST FORM**

Name: Lyn Widmyer

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

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: May 19

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

If a specific date is needed, please provide reason for specific date: **This topic is an issue now and needs to be discussed ASAP**

Subject: **Update on Stormwater Management Pond at Windmill Crossing in Charles Town and how it affects county residences**

Please provide the County Commission with a description of your request or presentation, including any background information: **I have asked Roger Goodwin to bring us up to date on this issue.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Request the City of Charles Town work collaboratively with the County Department of Engineering to assure stormwater management issues are addressed in a manner that protects county homeowners and residents.**

Attachments:

Commission Office Use Only

Date on Agenda: 5-5-11

Appt Time or New Business.

**AGENDA REQUEST FORM**

Name Dale Manuel

Department or Entity: Jefferson County Commission

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice \_\_\_\_\_ May 5, 2011      May 19<sup>th</sup>, 2011

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

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

Subject: **Two positions in the maintenance department (carpentry and auto mechanic).**

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

**To include two positions, carpentry and auto mechanic, in the maintenance department which were inadvertently omitted from the final budget deliberation and reinstate into next year's budget.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to include two positions in the maintenance department (carpentry and auto mechanic) which were inadvertently omitted from the final budget deliberation to be reinstated into next year's budget.**

Attachments:

**Sandy McDonald**

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**From:** "Dale Manuel" <dmanuel@frontiernet.net>  
**To:** "Tim Boyde" <tboyde@jeffersoncountywv.org>; "Sandy McDonald"  
<sandy@jeffersoncountywv.org>; <sgrove@jeffersoncountywv.org>  
**Sent:** Friday, April 22, 2011 10:57 AM  
**Subject:** new positions  
Please place the following on next week's agenda:

I move to include two positions in the maintenance department (carpentry and auto mechanic) which were inadvertently omitted from the final budget deliberation to be reinstated into next year's budget.

Thanks,  
Dale Manuel

THE COUNTY COMMISSION OF JEFFERSON COUNTY DEPARTMENT OF MAINTENANCE

WILLIAM POLK, DIRECTOR

PO BOX 250

CHARLES TOWN, WV 25414

Phone: 304-728-4642

Fax: 304-728-3376

[bpolk@jeffersoncountywv.org](mailto:bpolk@jeffersoncountywv.org)

Dear Commissioners:

Below is a summary for the proposed positions for the Jefferson County Maintenance Department to include a full-time Auto Mechanic and Carpenter.

**Auto Mechanic:**

The county averages about 250 oil changes per year for a fleet of approximately ninety-seven vehicles. The average cost is approximately \$40.00 per oil change. Tire rotations cost approximately \$17.50 each and the hourly rate for a mechanic averages \$71.60 (see attached *Vendor summary*) depending on location and vehicle type.

County Maintenance personnel and other staff spend countless hours to ensure proper vehicle maintenance, repair and upkeep costing the county in excess of \$15,600.00 a year.

*For a full time Auto Mechanic with the proper skills, education and/or training the expense would be approximately \$50,996.32 which is the proposed yearly salary including benefits. Concluding a County savings in excess of \$27,891.18. The details are reiterated below:*

| Jefferson County Maintenance Department<br>2011 New Employee Cost Savings Proposal - Auto Mechanic |                        |                               |                          |                    |
|----------------------------------------------------------------------------------------------------|------------------------|-------------------------------|--------------------------|--------------------|
| Yearly Overview                                                                                    |                        |                               |                          |                    |
| <i>Vendor Services</i>                                                                             | <i>Estimated Hours</i> | <i>Average Hourly Expense</i> | <i>Serviced Vehicles</i> | <i>TOTALS</i>      |
| <i>Personnel Expenditures</i>                                                                      | <i>725 hrs.</i>        | <i>21.50</i>                  | <i>97</i>                | <i>\$15,587.50</i> |
| <i>Oil Changes</i>                                                                                 | <i>250</i>             | <i>\$40.00</i>                | <i>97</i>                | <i>\$10,000.00</i> |
| <i>Tire Maintenance/Repair</i>                                                                     | <i>100</i>             | <i>\$17.50</i>                | <i>97</i>                | <i>\$17,500.00</i> |
| <i>Mechanical Labor</i>                                                                            | <i>500</i>             | <i>\$71.60</i>                | <i>97</i>                | <i>\$35,800.00</i> |
| <i>Total expenses for outside Vehicle maintenance/repair</i>                                       |                        |                               |                          | <i>\$78,887.50</i> |
| <i>County Auto Mechanic</i>                                                                        |                        |                               |                          | <i>\$50,996.32</i> |
| <i>Minimum County Savings</i>                                                                      |                        |                               |                          | <i>\$27,891.18</i> |

**Carpenter:**

The County Commission of Jefferson County is currently enduring expenses in excess of \$87,000.00 annually for an on-site contractor or vendors currently being utilized for carpentry task.

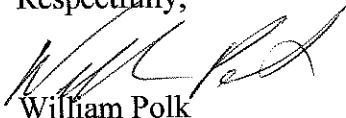
*For a full time Carpenter with the proper skills, education and/or training the expense would be approximately \$58,276.96 which is the proposed yearly salary including benefits. Concluding a County savings of \$29,600.71. The details are reiterated below:*

| Jefferson County Maintenance Department<br>2011 New Employee Cost Savings Proposal - Carpenter |                    |
|------------------------------------------------------------------------------------------------|--------------------|
| Service                                                                                        | Yearly Expense     |
| <b>Independent Carpenter/Vendors - Currently Onsite</b>                                        | <b>\$87,877.67</b> |
| <b>County Carpenter (including benefits)</b>                                                   | <b>\$58,276.96</b> |
| <i>Minimum County Savings</i>                                                                  | <i>\$29,600.71</i> |

The averages reflected above does not include masonry work, window replacements or the work performed in the Mason Building or the Judge's area in the Old Court House.

Thank you for your time and consideration.

Respectfully,



William Polk  
Maintenance Director

| Vendor Rates                |             |
|-----------------------------|-------------|
| Vendor                      | Hourly Rate |
| C.A.R.S                     | \$ 74.88    |
| Country Roads Tire and Auto | \$ 79.90    |
| Creamer's                   | \$ 74.88    |
| Miller's Chrysler Jeep      | \$ 65.00    |
| McKinney's Auto Repair      | \$ 60.00    |
| Thomassen Ford              | \$ 75.00    |
| Totals                      | \$ 429.66   |
| Average Vendor Rates        | \$ 71.61    |

THE COUNTY COMMISSION OF JEFFERSON COUNTY DEPARTMENT OF MAINTENANCE  
 WILLIAM POLK, DIRECTOR  
 PO BOX 250  
 CHARLES TOWN, WV 25414  
 Phone: 304-728-4642 Fax: 304-728-3376  
[bpolk@jeffersoncountywv.org](mailto:bpolk@jeffersoncountywv.org)

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After careful review of my Departmental budget and speaking with elected officials, the chart below reflects additional reductions made to specific line items as discussed during my budget work session on Wednesday, March 16, 2011.

| <b><i>Revised Budget Reductions</i></b> |              |                                |                      |
|-----------------------------------------|--------------|--------------------------------|----------------------|
| <b><i>Courthouse</i></b>                |              | <b><i>Other Buildings</i></b>  |                      |
| Maintenance Repair - Buildings          | -\$15,000.00 | Maintenance Repair - Buildings | -\$40,000.00         |
| Maintenance Repair - Autos              | \$7,000.00   | Contracted Services            | -\$47,000.00         |
| Professional Services                   | -\$2,500.00  | Other Departmental Cuts - Auto | -\$47,000.00         |
| REVISED TOTAL                           | -\$10,500.00 |                                | -\$134,000.00        |
| <b>TOTAL BUDGET REDUCTION</b>           |              |                                | <b>-\$144,500.00</b> |
| <b>POSITIONS WITH BENEFITS</b>          |              |                                | <b>109,272.00</b>    |
| <b>COUNTY SAVINGS</b>                   |              |                                | <b>35,228.00</b>     |

The adjustments made are subject to change contingent upon your approval to hire a staff Auto Mechanic and Carpenter for the Jefferson County Maintenance Department.

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**AGENDA REQUEST FORM**

Name: Barbara Miller (To be presented by Tim Boyde)

Department or Entity: Homeland Security and Emergency Management

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: 05/19/2011

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

If a specific date is needed, please provide reason for specific date: **Performance Period for Grant**

Subject: **Citizen Corps Grant**

Please provide the County Commission with a description of your request or presentation, including any background information: We applied for a Citizen Corps Grant through Volunteer WV and it has been approved. There are NO matching funds required for this grant. The project period for the grant is May, 2011 through December 9, 2012. We will receive \$13,000 on a reimbursement basis. This funding will pay for:

- A luncheon where we recognize our volunteers and build capacity by inviting businesses that have not attended our events in the past.
- Pay for recognition awards for our volunteers luncheon
- Purchase promotional items to be given away at fairs and other events
- Pay for booth space and volunteers tickets at the Jefferson County Fair
- Purchase supplies for National Preparedness Month Activities (throughout the month of Sept.)
- Print new CERT Instructor Manuals and Participant Manuals
- Purchase "Saving the Whole Family" brochures for the CERT Program
- Pay for Fire Safety Month materials and supplies (Fire Safety Month is October)
- Pay for a Web-based Volunteer Management System

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **I move to approve the cooperative agreement with Volunteer West Virginia for a Citizen Corps Grant in the amount of \$13,000**

**PLEASE NOTE: Both pages need to be signed in Blue Ink**

Attachments: **Copy of Grant**

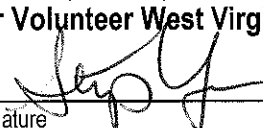
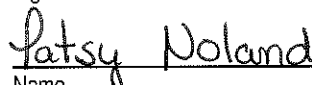
# Citizen Corps Priority Grant Cooperative Agreement

**Volunteer West Virginia**  
The State's Commission for National & Community Service  
710 Central Ave • Charleston, WV 25302  
1-800-WV-HELPS

|                                                                                                                                                                       |           |                                                                                                                                                                             |                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Program</b>                                                                                                                                                        |           | <b>Fiscal Agent</b>                                                                                                                                                         |                |
| Jefferson County Citizen Corps<br>Barbara J. Miller, CEM<br>28 Industrial Blvd, Suite 101<br>Kearneysville, WV 25430<br>304-728-3290<br>bmiller@jeffersoncountywv.org |           | Jefferson County Commission<br>Tim Boyde, County Administrator<br>PO Box 250<br>Charles Town, WV 25414<br>304-728-3281<br>tboyde@jeffersoncountywv.org<br>FEIN#: 55-6000333 |                |
| <b>Award Information</b>                                                                                                                                              |           |                                                                                                                                                                             |                |
| Agreement No.:                                                                                                                                                        | 09-CC-P06 | Project Period:                                                                                                                                                             | 5/1/11-12/9/11 |
| Amendment No.:                                                                                                                                                        | 0         | Budget Period:                                                                                                                                                              | 5/1/11-12/9/11 |
| CFDA No.:                                                                                                                                                             | 97.067    | Match Level:                                                                                                                                                                | n/a            |

|                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Purpose</b>                                                                                                                                                                                                        |
| The purpose of this award is to assist the grantee in building stronger, safer, better prepared communities as authorized by the FY 2009 Homeland Security Grant Citizen Corps Program and West Virginia Code §5-26A. |

|                                    |                   |            |          |                                                                                                                                                                                                   |  |
|------------------------------------|-------------------|------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Budget Information</b>          |                   |            |          | <b>Grant Conditions</b>                                                                                                                                                                           |  |
|                                    | Previous Award(s) | This Award | Total    | Grant is not finalized until an approved budget is in place. <u>Prior approval is required for all budget changes. Grantees are able to incur expenses at any time within the project period.</u> |  |
| CPP Grant                          | 0                 | \$13,000   | \$13,000 |                                                                                                                                                                                                   |  |
| Total Obligated                    | 0                 | 0          | 0        |                                                                                                                                                                                                   |  |
| Total Available                    | 0                 | \$13,000   | \$13,000 |                                                                                                                                                                                                   |  |
| <b>Total Funds Awarded to Date</b> |                   |            | \$13,000 |                                                                                                                                                                                                   |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                            |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------|
| <b>Terms of Acceptance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                            |
| By accepting funds under this Cooperative Agreement, the Grantee agrees to comply with all terms and conditions in this Agreement; the approved budget and budget narrative; the Homeland Security Grant Program Guidelines for Citizen Corps Program Funds FY09; all assurances and certifications made in the grant application; and all applicable federal statutes, regulations, and guidelines. The Grantee agrees to administer the funded program in accordance with the approved grant application and budget(s), supporting documents, and other representations made in support of the approved grant application. The grantee understands that <u>all expenses must be documented by invoice and proof of payment and incurred on or before December 29, 2011.</u> |                                                                                                            |
| <b>For Volunteer West Virginia:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>For the Grantee:</b>                                                                                    |
| <br>_____<br>Signature                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <br>_____<br>Signature |
| Stephanie Yu<br>Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | Patsy Noland<br>Name                                                                                       |
| Executive Director<br>Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | County Commission President<br>Title                                                                       |
| 5/9/11<br>Date                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | _____<br>Date                                                                                              |

Grantee: Return one signed original agreement to Volunteer West Virginia; retain one signed original for your records.

# Citizen Corps Priority Grant Cooperative Agreement

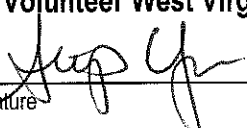
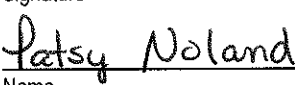
**Volunteer West Virginia**  
The State's Commission for National & Community Service  
710 Central Ave • Charleston, WV 25302  
1-800-WV-HELPS

|                                                                                                                                                                       |           |                                                                                                                                                                             |                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Program</b>                                                                                                                                                        |           | <b>Fiscal Agent</b>                                                                                                                                                         |                |
| Jefferson County Citizen Corps<br>Barbara J. Miller, CEM<br>28 Industrial Blvd, Suite 101<br>Kearneysville, WV 25430<br>304-728-3290<br>bmiller@jeffersoncountywv.org |           | Jefferson County Commission<br>Tim Boyde, County Administrator<br>PO Box 250<br>Charles Town, WV 25414<br>304-728-3281<br>tboyde@jeffersoncountywv.org<br>FEIN#: 55-6000333 |                |
| <b>Award Information</b>                                                                                                                                              |           |                                                                                                                                                                             |                |
| Agreement No.:                                                                                                                                                        | 09-CC-P06 | Project Period:                                                                                                                                                             | 5/1/11-12/9/11 |
| Amendment No.:                                                                                                                                                        | 0         | Budget Period:                                                                                                                                                              | 5/1/11-12/9/11 |
| CFDA No.:                                                                                                                                                             | 97.067    | Match Level:                                                                                                                                                                | n/a            |

**Purpose**  
The purpose of this award is to assist the grantee in building stronger, safer, better prepared communities as authorized by the FY 2009 Homeland Security Grant Citizen Corps Program and West Virginia Code §5-26A.

|                                    |                   |            |          |                                                                                                                                                                                                   |  |
|------------------------------------|-------------------|------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Budget Information</b>          |                   |            |          | <b>Grant Conditions</b>                                                                                                                                                                           |  |
|                                    | Previous Award(s) | This Award | Total    | Grant is not finalized until an approved budget is in place. <u>Prior approval is required for all budget changes. Grantees are able to incur expenses at any time within the project period.</u> |  |
| CPP Grant                          | 0                 | \$13,000   | \$13,000 |                                                                                                                                                                                                   |  |
| Total Obligated                    | 0                 | 0          | 0        |                                                                                                                                                                                                   |  |
| Total Available                    | 0                 | \$13,000   | \$13,000 |                                                                                                                                                                                                   |  |
| <b>Total Funds Awarded to Date</b> |                   |            | \$13,000 |                                                                                                                                                                                                   |  |

**Terms of Acceptance**  
By accepting funds under this Cooperative Agreement, the Grantee agrees to comply with all terms and conditions in this Agreement; the approved budget and budget narrative; the Homeland Security Grant Program Guidelines for Citizen Corps Program Funds FY09; all assurances and certifications made in the grant application; and all applicable federal statutes, regulations, and guidelines. The Grantee agrees to administer the funded program in accordance with the approved grant application and budget(s), supporting documents, and other representations made in support of the approved grant application. The grantee understands that all expenses must be documented by invoice and proof of payment and incurred on or before December 29, 2011.

|                                                                                     |                                                                                      |
|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>For Volunteer West Virginia:</b>                                                 | <b>For the Grantee:</b>                                                              |
|  |  |
| Signature                                                                           | Signature                                                                            |
| Stephanie Yu                                                                        | Patsy Noland                                                                         |
| Name                                                                                | Name                                                                                 |
| Executive Director                                                                  | County Commission President                                                          |
| Title                                                                               | Title                                                                                |
| 5/9/11                                                                              |                                                                                      |
| Date                                                                                | Date                                                                                 |

**Grantee: Return one signed original agreement to Volunteer West Virginia; retain one signed original for your records.**

# Citizen Corps Priority Grant Cooperative Agreement Terms Homeland Security Fiscal Year 2009

## I. General Terms

- a. **Effective dates.** The grant project period and budget period are indicated on the Cooperative Agreement. All expenses must be incurred during the project period. Invoices must be dated during the project period.
- b. **Amendments.** This Cooperative Agreement may be amended only by a written agreement signed by both Volunteer West Virginia and the Grantee. Reasons for an amendment include, but are not limited, to:
  - Granting additional funds
  - Revision or alteration of approved program objectives.
  - Prior written permission must be obtained for transfers between budget line items.
- c. **Grant Restrictions.**
  - Grants under this program are subject to the applicable Cost Principles under OMB circulars A-21, A-87, A-102, A-110, A-122, A-133 at [www.whitehouse.gov/OMB/circulars](http://www.whitehouse.gov/OMB/circulars).
  - A funded applicant must agree that:
    - 1. Funds will be accounted for separately
    - 2. Financial records will be available for review
- d. **Termination.**
  - In the event funds to finance this Cooperative Agreement becomes unavailable, Volunteer West Virginia may terminate the Cooperative Agreement upon no less than twenty-four (24) hours notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Volunteer West Virginia shall be the final authority as to the availability of funds.
  - Volunteer West Virginia may terminate this Cooperative Agreement for nonperformance by the Grantee upon no less than twenty-four (24) hours notice. If Volunteer West Virginia chooses to waive a breach of one of more provisions of the Cooperative Agreement, the Grantee should not construe such waiver to apply to any other breach; nor shall waiver be construed to modify the terms of this Cooperative Agreement. The provisions herein do not limit Volunteer West Virginia's right to remedies at law or to damages.
- e. **Award.** If a project is not operational within 90 days of the original starting date of the grant period, the Grantee must submit a statement to Volunteer West Virginia explaining the implementation delay. Upon receipt of the 90-day letter, Volunteer West Virginia may cancel the project and redistribute the funds to other project areas or under extenuating circumstances, extend the project period.

## II. Grantee Agreements

- a. **Services.** The Grantee, in cooperation with Volunteer West Virginia, hereby agrees to implement and oversee a Citizen Corps Preparedness Grant. This program shall be conducted in accordance with the Grantee's original proposal submission and revisions (if applicable) and in accordance with the approved program budget. Approval must be granted in writing before any line change in the submitted proposal budget may occur.
- b. **Budget and budget revisions.** The Grantee shall be compensated for actual, reasonable, and necessary costs based upon the budget. The total grant amount, as specified, shall constitute the

maximum compensation due the Grantee for the applicable budget period, and the amount is firm for the duration of this Cooperative Agreement and not subject to escalation for any reason, unless amended. The Grantee may make budgetary revisions between line items only by submitting a *Line Item Transfer Request* form and obtaining written permission from Volunteer West Virginia. This must be done prior to any expenditures relative to the budget adjustment request.

- c. **Subcontracts.** The Grantee shall not assign nor enter into a subcontract for any of the services performed under this Cooperative Agreement without obtaining the prior written approval of Volunteer West Virginia, unless such subcontract was specified in the approved proposal submissions.
- d. **Partnerships.** If the Grantee enters into a partnership with any other agency or organization for purposes of fulfilling this Grant Award, the Grantee agrees to sign a contract, memorandum of understanding, or agreement with such agency or organization describing the terms, expectations, and /or responsibilities of each partner.
- e. **Reporting requirements.**
- The Grantee agrees to submit to Volunteer West Virginia at least one progress report, financial report and request for reimbursement within 90 days of the start of the award.
  - The Grantee agrees to submit to Volunteer West Virginia one final progress report, financial report, and request for reimbursement (if necessary) as soon as the project is complete.
  - The Grantee agrees to incur all expenses no sooner than the start of the project period designated on the Cooperative Agreement and not after the project end date designated on the agreement.
  - The Grantee **agrees to submit** a list of public preparedness education, outreach, or training activities planned during National Preparedness Month in September 2011. The format for this report will be sent electronically at a later date. Grantees may be asked to participate in special events during September but are not required to do so.
  - Grant Progress and Financial reports are due **July 30, 2011, September 5, 2011** (National Preparedness Month event/activity list only), and **December 29, 2011**. Grantees may submit reimbursement requests as often as monthly but not less than the dates indicated above. Financial and Progress reports must be submitted with each reimbursement request.
- f. **Record Keeping Requirements.** Grantees are required to maintain a readily identifiable inventory of equipment purchased in whole or in part with grant funds. This inventory is to be made a part of the grantee's official records and be available for review by authorized state personnel. Property records shall be maintained accurately and provide for: a description of the property; manufacturer's serial number or other identification number; acquisition date and cost; source of the property; location, use, and condition of the property, and ultimate disposition data including sales price or the method used to determine current fair market value if the grantee reimburses the grantor agency for its share. Each piece of equipment shall be entered on and maintained on the equipment listing form and a copy of this form should be submitted with each request for reimbursement in which equipment is included.
- g. **Lobbying.** The Grantee agrees to comply with the provisions that prohibit the expenditure of these funds and matching funds for the purpose of lobbying the Legislature, Congress, or any elected official.
- h. **Conflict of Interest.** The Grantee affirms that neither the Grantee nor any of its directors, officers, participants, or employees has any interest nor shall acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the service hereunder. The Grantee further agrees that in the performance of the service, no person having such interest shall be employed by the Grantee.

- i. **Quality assurance.** The Grantee agrees to permit persons duly authorized by Volunteer West Virginia to inspect any records, papers, documents, facilities, goods, and services of the Grantee that are relevant to this Cooperative Agreement to be assured of satisfactory performance of the terms and conditions of this contract. Additionally, the Grantee agrees to implement and participate in training and evaluation activities related to the program as required by Volunteer West Virginia. Following any review (site visit, evaluation review, report review, etc.) Volunteer West Virginia will deliver to the Grantee a written report with comments and recommendations regarding any violations of the Provisions of Cooperative Agreement. The Grantee will rectify all noted issues of non-compliance within a time period set forth in the written report or provide acceptable justifications for not correcting the noted issues of non-compliance. The Grantee's failure to correct or justify within a reasonable period of time as specified by Volunteer West Virginia may result in termination of the agreement.
- j. **Internet, VolunteerWV.org access.** The Grantee agrees to have or gain access to the Internet in order to use VolunteerWV.org to recruit volunteers for Citizen Corps, partners, and/or affiliates and to encourage volunteers to record their time volunteering. In addition, the Grantee agrees to post all trainings related to this grant program on the *Skillbuilder* newsletter at VolunteerWV.org or send them via email to [Gina.L.Namay@wv.gov](mailto:Gina.L.Namay@wv.gov) for posting on [www.ready.wv.gov](http://www.ready.wv.gov).
- k. **Acknowledgement of Support.** All publications, news releases, or other appropriate materials purchased related to this grant program or Citizen Corps should include information about the funding agency (Volunteer West Virginia). The West Virginia Citizen Corps logo and *ReadyWV* logo are available for use on grant funded publications. Release of information pertaining to this grant must include the following information: grant amount, State involvement (WV Homeland Security State Administrative Agency), and Federal involvement (US Dept. of Homeland Security).
- l. **Correspondence.** The Cooperative Agreement number and amendment number should be used to identify the program or budget period on all official documents and correspondence.

### III. Commission Agreements

- a. **Payments.** Volunteer West Virginia agrees to provide the Grantee with payments on the Grant, subject to the following:
  - Grantee's compliance with the terms outlined in Sections I and II, above, and the Citizen Corps Program provisions. The Grantee's failure to comply with these terms may result in withholding of payments or termination of agreement.
  - Grantee's submission of the appropriate request for such funds. Funds can only be drawn after receipt of proper program invoice and proof of payment. **All money must be expended on or before December 9, 2011. All requests for payment must be made on or before December 29, 2011.** No extensions will be granted.
- b. **Technical assistance.** Volunteer West Virginia agrees to provide, or assist the Grantee in obtaining technical assistance and training as may be required or requested by the Grantee for this Cooperative Agreement.
- c. **Training.** Volunteer West Virginia agrees to offer training to Priority Grant awardees as follows:
  - A **required** training May 10-11, 2011 in Flatwoods at the Days Hotel (includes State Citizen Corps Council meeting).
  - An **optional** training opportunity is available to attend the Faces of Leadership Conference in Charleston August 9-11, 2011. Grantees should register for the conference and complete a Citizen Corps scholarship application form to attend. Conference registration, hotel, lunch each day and dinner on Wednesday are included in the scholarship.

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

**AGENDA REQUEST FORM**

Name: Nichelle Hosby

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: 5/19/2011

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

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

Subject: **Presentation of Resolution to Eliza Bayles**

Please provide the County Commission with a description of your request or presentation, including any background information: **Eliza Bayles of the Maintenance Department will retire May 31, 2011. The Resolution is in appreciation of service and dedication.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve the Resolution of Eliza Bayles for dedication and years of service to Jefferson County Government.**

Attachments:

# County Commission of Jefferson County Charles Town, West Virginia

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## RESOLUTION

### ELIZA BAYLES

Whereas, Eliza Bayles has served Jefferson County Government since 2001; and

Whereas, she has served Jefferson Count with diligence and loyalty; and

Whereas, she is looked up to by fellow co-workers as always being a kind, good-hearted person with a wonderful sense of humor and a friend; and

Whereas, such qualities and length of service are rare and very much appreciated,

Therefore Be It Resolved, that upon Eliza Bayles's retirement, the Jefferson County Commission wishes to honor and commend her for her tireless efforts serving County Government and wishes her well for the future.

May 19<sup>th</sup>, 2011

County Commission of Jefferson County:

\_\_\_\_\_  
Patricia Noland, President

\_\_\_\_\_  
Dale Manuel

\_\_\_\_\_  
Frances Morgan

\_\_\_\_\_  
Lyn Widmyer

\_\_\_\_\_  
Walter Pellish

**NOTICE OF PUBLIC HEARING**

**COUNTY COMMISSION OF JEFFERSON COUNTY**

**PROPOSED 2011 LAND DEVELOPMENT FEE SCHEDULE AND BUILDING  
PERMIT FEE CHANGES**

The County Commission of Jefferson County will hold a Public Hearing on Thursday, May 19, 2011, at 1:00 p.m. in the County Commission meeting room located in the Old Charles Town Library on the ground floor of the Library, 200 East Washington Street, Charles Town, WV 25414.

The purpose of the hearing is for public input for the proposed 2011 Land Development Fee Schedule and Building Permit Fee changes.

The proposed 2011 Land Development Fee Schedule and Building Permit Fee changes are available at the following website:

<http://www.jeffersoncountywv.org/news/191/15/Public-Hearing-5-19-11-1-00-p-m.html>

Anyone wishing to provide comment may do so at this meeting or by email at [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org).

By Order of The County  
Commission of Jefferson County  
Patricia A. Noland, President

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

SCHED  
FOR HRS 4  
FOR MON 19TH  
11:00 P.M.  
②

AGENDA REQUEST FORM

Name: Jennifer Brockman

Department or Entity: Planning and Zoning

Estimation of amount of time needed for appointment: 10 minutes

Date Requested – 1<sup>st</sup> Choice: April 14, 2011

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

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

Subject: **Overview of Planning Commission's Recommended Land Development Fees and Request to Schedule a Public Hearing**

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

After a two-year process during which the Planning Commission and Planning, Zoning, and Engineering staffs have drafted a number of variations of proposed new land development fees, the Planning Commission is forwarding the final recommended 2011 Land Development Fee Schedule reflecting a 10% increase in fees to the County Commission for their approval. This fee schedule was recommended for approval by a unanimous vote of the Planning Commission at their February 8, 2011 meeting. Please note that the Planning Commission does not have authority over the County Building Permit Fees and that these fees, which are also attached, were drafted by the Engineering staff and are being forwarded with the Land Development Fees as requested by the County Commission in 2009.

The land development fees have not been revised since January 1, 2001. Original efforts to develop fees that were cost-recovery fees were determined to be too costly to the development community by the County Commission in October 2010. Since that time, the Planning Commission considered fee schedules that included a 20% and a 10% across the board increase with some new fees for site plans and other items that require staff time but have no current fee. After a public hearing, the Planning Commission is recommending the 10% fee increase.

At this point, a policy decision needs to be made as to whether this is the correct time to be increasing fees. Staff and the Planning Commission respectfully requests that, at a minimum, fees be added for the major and minor site plan process for which no fees are currently charged. For all other fees, if the County Commission determines that these fees should not be increased at this time, staff recommends that it be revisited no sooner than FY 13.

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

**I move to schedule a public hearing regarding the proposed 2011 Land Development Fee Schedule and Building Permit Fees on Thursday, \_\_\_\_\_, 2011.**

Attachments:

- Combined Draft Land Development Fees
- Building Permit Fees



April 14, 2011

Jefferson County Commission  
PO Box 250  
Charles Town, WV 25414

Dear County Commissioners:

I am writing in regards to the proposed fee changes before you today. I fully support the professional planning and engineering staff in our County. They provide a vital service, not only to those who want to participate in economic development in Jefferson County, but to all citizens. Planning and engineering must be viewed as an investment in our joint future not something to be paid for through fees. If the goal is to fully support planning and engineering through fees then we will have to cut staff and services every time we hit an economic downturn.

Please consider the following points:

**Commercial Site Plan Review Fees**

1. The fee for a minor/full site plan is a new fee<sup>e</sup>. This fee applies only to non-residential projects and as a new fee it has an impact on economic development.
2. In the past Jefferson County has not charged for site plans associated with commercial development and jobs. The proposed fee comes at a time when small businesses are starting to look at growth and expansion once again.
3. The fee uses disturbed and impervious area as the basis for calculation. There is not a linear relation between the effort required by staff and the site disturbance.
4. The fee penalizes employment based uses that need outdoor storage such as those seeking to locate at the Burr Industrial Park.

A review fee for a site plan is not inappropriate, however the fee needs to be set at a level where it does not impact economic development. I would suggest the following as a fee structure policy.

1. For all projects that have had their initial meeting with Planning Commission Staff the new fee would be waived. These projects have been initiated with the expectation that the current ordinances would be maintained and the new fees will impose financial hardship on the projects.
2. Commercial Sites -
  - <5 acres – no charge
  - 5-10 acres - \$4,000.00
  - 10-25 acres - \$6,000.00
  - >25 acres - \$8,000.00

Acreage will be based on area of disturbance, not lot size. The purpose of no fee for sites under 5 acres is to protect the Burr Industrial Park project and to encourage small business in Jefferson County.

### **Subdivision Plan Review Fees**

Major subdivision review fees have historically been high in Jefferson County and in many other jurisdictions. When the review fees are compared to the design fees charged by civil engineering companies they range between 40-60%. Given the difference in rates between Jefferson County and private firms the fees are even harder to understand.

For example review the following case:

#### **100 lot residential subdivision**

|                           |                                       |
|---------------------------|---------------------------------------|
| Engineering Design Fees - | \$90,000.00                           |
| Average Hourly Rate -     | \$115.00                              |
| Total Hours -             | 783 hours of design time (19.6 weeks) |

|                      |                                       |
|----------------------|---------------------------------------|
| JC Review Fees -     | \$45,430                              |
| Hourly Review Rate - | \$70.00                               |
| Total Hours -        | 649 hours of review time (16.2 weeks) |

**The hourly review rate was not obtained from staff, it is only an estimate.**

The fact is that we are still struggling to find business and development that are willing to invest in Jefferson County. Until such time as economic growth returns to Jefferson County the fees will have no substantial impact on the County's budget and the additional impediments through the imposition of higher fees will only hurt our local economy.

Sincerely,

WILLIAM H. GORDON ASSOCIATES, INC.



Mark Dyck, CLA, LEED AP  
Principal / Director, Charles Town Office

**Planning, Zoning & Engineering Departments'**  
**Proposed Land Development Fee Schedule**  
 February 2011

|                                                  |            |                      |
|--------------------------------------------------|------------|----------------------|
| <b>Minor Residential Subdivision</b><br>≤ 5 Lots | Final Plat | Review for Recording |
| Base Fee Per Plat                                | \$220      | \$0                  |
| Plus Per Lot Fee                                 | \$220      | \$0                  |

|                         |            |                      |
|-------------------------|------------|----------------------|
| <b>Merger Deed Plat</b> | Final Plat | Review for Recording |
| Base Fee Per Plat       | \$110      | \$0                  |
| Plus Per Lot Fee        | \$110      | \$0                  |

|                                                                                                                                               |            |                      |
|-----------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|
| <b>Minor Non-Residential Subdivision</b><br>≤ 5 Lots; 4 + Residue Lot maximum;<br>and only in existing approved<br>Commercial/Industrial Park | Final Plat | Review for Recording |
| Base Fee Per Plat                                                                                                                             | \$330      | \$0                  |
| Plus Per Lot Fee                                                                                                                              | \$550      | \$0                  |

|                                                  |                  |                               |                         |                      |
|--------------------------------------------------|------------------|-------------------------------|-------------------------|----------------------|
| <b>Major Residential Subdivision</b><br>> 5 Lots | Concept Plan     | Preliminary Plat (each phase) | Final Plat (each phase) | Review for Recording |
| Base Fee Per Plat                                | 1-50 Lots \$275  | \$180                         | \$100                   | \$50                 |
| Plus Per Lot Fee                                 | 50+ Lots \$1,100 | \$275                         | \$135                   | \$30                 |

|                                                      |                  |                               |                         |                      |
|------------------------------------------------------|------------------|-------------------------------|-------------------------|----------------------|
| <b>Major Non-Residential Subdivision</b><br>> 5 Lots | Concept Plan     | Preliminary Plat (each phase) | Final Plat (each phase) | Review for Recording |
| Base Fee Per Plat                                    | 1-50 Lots \$275  | \$180                         | \$100                   | \$50                 |
| Plus Per Lot Fee                                     | 50+ Lots \$1,100 | \$275                         | \$185                   | \$90                 |

|                                     |              |                                                                       |
|-------------------------------------|--------------|-----------------------------------------------------------------------|
| <b>Mobile Home Park Subdivision</b> | Concept Plan | Site Plan, Bonding & Milestone Inspections (Re-inspection Fees Apply) |
| Base Fee Per Park                   | \$135        | \$135                                                                 |
| Plus Per Gross Project Acre         |              | \$110                                                                 |
| Per Mobile Home Pad                 |              | \$220                                                                 |
| Per Principal Building              |              | \$110                                                                 |

**Planning, Zoning & Engineering Departments'**  
**Proposed Land Development Fee Schedule**  
 February 2011

|                             |              |                                                                                      |
|-----------------------------|--------------|--------------------------------------------------------------------------------------|
| <b>Campground Site Plan</b> | Concept Plan | Site Plan,<br>Bonding &<br>Milestone<br>Inspections<br>(Re-inspection<br>Fees Apply) |
| Base Fee Per Project        | \$135        | \$135                                                                                |
| Plus Per Gross Project Acre |              | \$110                                                                                |
| Per Campsite                |              | \$55                                                                                 |
| Per Principal Building      |              | \$110                                                                                |

|                                                                         |              |                                                                                      |
|-------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------|
| <b>Townhome, Condominium,<br/>Apartment &amp; Motel/Hotel Site Plan</b> | Concept Plan | Site Plan,<br>Bonding &<br>Milestone<br>Inspections<br>(Re-inspection<br>Fees Apply) |
| Base Fee Per Plat                                                       | \$135        | \$135                                                                                |
| Plus Per Gross Project Acre                                             |              | \$110                                                                                |
| Per Principal Building                                                  |              | \$220                                                                                |
| Per Unit                                                                |              | \$110                                                                                |

|                             |                                                                                      |
|-----------------------------|--------------------------------------------------------------------------------------|
| <b>Cell Tower Site Plan</b> | Site Plan,<br>Bonding &<br>Milestone<br>Inspections<br>(Re-inspection<br>Fees Apply) |
| Base Fee Per Plan           | \$1100                                                                               |

|                                                                                                                                                                                                                      |                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>Minor/Limited Site Plan*</b>                                                                                                                                                                                      | Site Plan,<br>Bonding &<br>Milestone<br>Inspections<br>(Re-inspection<br>Fees Apply) |
| Base Fee Per Plan                                                                                                                                                                                                    | \$1200                                                                               |
| ♦Any non-profit organization proposing a structure<br>20,000 sq. ft. or less, shall be exempt from noted fee.<br>(Organizations shall provide proof of 501.C.3 status)<br>All county owned property shall be exempt. |                                                                                      |

**Planning, Zoning & Engineering Departments'**  
**Proposed Land Development Fee Schedule**  
 February 2011

|                                                                                                                                                                                                                |                                                                                      |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b>Minor/Full Site Plan*</b><br>Sites < 5,000 sq. ft. on undeveloped site <b>or</b> < than 10% of existing buildings <b>or</b> 10,000 sq. ft. or less; whichever is less                                       | Site Plan,<br>Bonding &<br>Milestone<br>Inspections<br>(Re-inspection<br>Fees Apply) |
| Base Fee Per Plan                                                                                                                                                                                              | <b>\$2400</b>                                                                        |
| Plus fee for area > 5,000 sq. ft. of impervious area plus disturbed area.                                                                                                                                      | \$0.02 per sq. ft. of impervious + disturbed area over 5,000 sq. ft.                 |
| ♦Any non-profit organization proposing a structure 20,000 sq. ft. or less, shall be exempt from noted fee. (Organizations shall provide proof of 501.C.3 status)<br>All county owned property shall be exempt. |                                                                                      |

|                                                                                                                                                                                                             |              |                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------------------------------------------------------------------------------|
| <b>Major/Full Site Plan*</b><br>Sites > 5,000 sq. ft. on undeveloped site <b>or</b> > than 10% of existing buildings <b>or</b> 10,000 sq. ft. or less; whichever is less                                    | Concept Plan | Site Plan,<br>Bonding &<br>Milestone<br>Inspections<br>(Re-inspection<br>Fees Apply) |
| Base Fee Per Plan                                                                                                                                                                                           |              | <b>\$3600</b>                                                                        |
| Plus fee for area > 5,000 sq. ft. of impervious area plus disturbed area.                                                                                                                                   | <b>\$600</b> | \$0.04 per sq. ft. of impervious + disturbed area over 5,000 sq. ft.                 |
| ♦Any non-profit organization proposing a structure 20,000 sq. ft. or less, shall be exempt from noted fee. (Organizations shall provide proof of 501.C.3 status) All county owned property shall be exempt. |              |                                                                                      |

|                                                                                  |                  |           |
|----------------------------------------------------------------------------------|------------------|-----------|
| <b>Redline Revision</b>                                                          | Preliminary Plat | Site Plan |
| Minor Revision Base Fee Per Plan (up to 3 different revisions on one submission) | \$165            | \$165     |
| Major Revision Base Fee Per Plan (up to 3 different revisions on one submission) | \$250            | \$250     |

**Planning, Zoning & Engineering Departments'**  
**Proposed Land Development Fee Schedule**  
 February 2011

| <u>Zoning Items</u>                                                                   | <u>Fee</u>                                                                                                                        |
|---------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|
| Zoning Ordinance Text Amendment Application                                           | \$1100                                                                                                                            |
| Zoning Ordinance Map Amendment Application (Rezoning)                                 | \$1100 + \$55 per acre                                                                                                            |
| Conditional Use Permit (CUP) Application without LESA                                 | \$275 + \$55 per acre                                                                                                             |
| Conditional Use Permit (CUP) Application with LESA                                    | \$275 + \$55 per acre<br>50% returned if the project fails LESA<br>0% returned if the project fails LESA & loses an appeal to BZA |
| Modification of existing CUP requiring Board/Commission Approval                      | \$275 + \$25 per acre                                                                                                             |
| Appeal of CUP once issued by Board/Commission                                         | \$275 per appeal filed                                                                                                            |
| Zoning Variance Application                                                           | \$110 per section varied                                                                                                          |
| Multiple Use Variances                                                                | \$220                                                                                                                             |
| Zoning Variance Application (construction/use has commenced prior to BZA approval)    | \$165                                                                                                                             |
| Administrative Appeal Application (each issue appealed constitutes a separate appeal) | \$110/per item                                                                                                                    |
| Zoning Map Interpretation                                                             | No Charge                                                                                                                         |
| Zoning Text Interpretation                                                            | No Charge                                                                                                                         |
| Zoning Certificate                                                                    | \$75                                                                                                                              |
| <u>Subdivision Items</u>                                                              | <u>Fee</u>                                                                                                                        |
| Pre-Proposal Conferences                                                              | No Charge                                                                                                                         |
| Lot Line Adjustment/Merger                                                            | \$110                                                                                                                             |
| Subdivision Ordinance Waiver Request                                                  | \$110                                                                                                                             |
| Minor Final Plat or Site Plan Amendment                                               | \$165                                                                                                                             |
| Clerical/Scrivener Error                                                              | \$50                                                                                                                              |

**Planning, Zoning & Engineering Departments'  
Proposed Land Development Fee Schedule  
February 2011**

| <u>Engineering Items</u>                                                                                                                | <u>Fee</u>    |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Inspection Fee – Land Development Site Inspection                                                                                       | \$55          |
| Re-inspection – Land Development failed inspections                                                                                     | \$55          |
| Construction Bond – Time Extension Request (by staff)                                                                                   | \$330         |
| Construction Bond – Surety Renewal                                                                                                      | \$300         |
| Construction Bond – Tolling of Time                                                                                                     | \$300         |
| Floodplain Ordinance – Floodplain Delineations                                                                                          | \$11          |
| Floodplain Ordinance – 100 Yr. Flood Elevation Determination                                                                            | \$11          |
| Floodplain Ordinance – Review of LOMA, LOMR or LOMR-F requests                                                                          | \$0           |
| <u>Miscellaneous Items</u>                                                                                                              | <u>Fee</u>    |
| Aerial Photograph                                                                                                                       | \$16          |
| Comprehensive Plan                                                                                                                      | \$13          |
| Zoning Map (small – 11 x 17)                                                                                                            | \$5           |
| Zoning Map (medium – 24 x 36)                                                                                                           | \$10          |
| Zoning Map (large – 36 x 54)                                                                                                            | \$22          |
| CD (copy of meetings, electronic copy of files, etc.)                                                                                   | \$10          |
| Zoning Ordinance                                                                                                                        | \$28          |
| Subdivision Regulations                                                                                                                 | \$28          |
| Copies (letter, legal & 11"x17")                                                                                                        | \$1/page*     |
| Copies (plan sheets, maps, etc.)                                                                                                        | \$7.50/sheet* |
| *Note: The charge for copies is subject to change and shall be the prevailing rate as set by the County Commission of Jefferson County. |               |

*Note: The fee amounts shown in bold, italicized blue font are services for which there is no current established fee.*

**Note: These fees do not include any Building Permit fees.**

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

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

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

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

Date: 5/21/2009

| Commercial Permit Type                                                          | Current Fee                                                       |                                  |                                     | Proposed Fee                                                      |                                        |                                           |
|---------------------------------------------------------------------------------|-------------------------------------------------------------------|----------------------------------|-------------------------------------|-------------------------------------------------------------------|----------------------------------------|-------------------------------------------|
|                                                                                 | Base Fee                                                          | Fee per Sq.-Ft. of Finished Area | Fee per Sq.-Ft. of Un-finished Area | Base Fee                                                          | Fee per Sq.-Ft. of Finished Floor Area | Fee per Sq.-Ft. of Un-finished Floor Area |
| Commercial/Industrial/Multi-Family Buildings (Value less than \$50,000)         | \$250.00                                                          | \$0.18                           | \$0.18                              | \$250.00                                                          | \$0.18                                 | \$0.18                                    |
| Commercial/Industrial/Multi-Family Buildings (Value greater than \$50,000)      | \$500.00                                                          | \$0.18                           | \$0.18                              | \$500.00                                                          | \$0.18                                 | \$0.18                                    |
| Commercial Interior Room Renovation                                             | \$1,000 plus \$50 per required inspection                         |                                  |                                     | \$1,000 plus \$50 per required inspection                         |                                        |                                           |
| Church Building                                                                 | \$500.00                                                          | \$0.18                           | \$0.18                              | \$500.00                                                          | \$0.18                                 | \$0.18                                    |
| Church Addition, Pavilions & Ancillary Structures (Value less than \$25,000)    | \$50 plus \$50 per required inspection                            |                                  |                                     | \$200 + \$50/inspection per required inspection                   |                                        |                                           |
| Church Addition, Pavilions & Ancillary Structures (Value greater than \$25,000) | \$250.00                                                          | \$0.18                           | \$0.18                              | \$350                                                             | \$0.18                                 | \$0.18                                    |
| Institutional (hospital, school, fire hall, etc.)                               | none                                                              | none                             | none                                | \$500                                                             | \$0.18                                 | \$0.18                                    |
| Commercial Swimming Pool                                                        | none                                                              | none                             | none                                | \$1,000 per pool & \$200 per Whirlpool/Hot Tub                    |                                        |                                           |
| Demolition Permit                                                               | \$200.00                                                          | \$0.00                           | \$0.00                              | \$300.00                                                          | \$0.00                                 | \$0.00                                    |
| Cell Tower or Electric Substation & Equipment                                   | \$250.00                                                          | \$0.00                           | \$0.00                              | \$750.00                                                          | \$0.00                                 | \$0.00                                    |
| Temporary Construction Trailers                                                 | \$50.00                                                           | \$0.00                           | \$0.00                              | \$350.00                                                          | \$0.00                                 | \$0.00                                    |
| Sign Permit: Value less than \$25,000                                           | \$50.00                                                           | N/A                              | N/A                                 | \$250.00                                                          | N/A                                    | N/A                                       |
| Sign Permit: Value \$25,000 or more                                             | \$250.00                                                          | N/A                              | N/A                                 | \$400.00                                                          | N/A                                    | N/A                                       |
| Retaining Wall (4' or more from footer to top wall)                             | \$50 plus \$0.08/lineal foot of wall                              |                                  |                                     | \$150 plus \$0.08/lineal foot of wall                             |                                        |                                           |
| Fence (6' or more in height above ground surface)                               | \$50 plus \$0.08/lineal foot of fence                             |                                  |                                     | \$150 plus \$0.08/lineal foot of fence                            |                                        |                                           |
| Re-inspection Fee                                                               | \$50/each re-inspection, paid prior to re-inspection              |                                  |                                     | \$50/each re-inspection, paid prior to re-inspection              |                                        |                                           |
| Plan change after permit application reviewed                                   | \$50 plus \$50 for each additional inspection due to plan change. |                                  |                                     | \$50 plus \$50 for each additional inspection due to plan change. |                                        |                                           |
| Permit Application Denied & Resubmitted within 90 days for review.              | \$75 re-application fee.                                          |                                  |                                     | \$100 re-application fee.                                         |                                        |                                           |
| Beginning Construction Without a Permit                                         | 1st time = \$50<br>2nd time = \$150<br>3rd time = \$300           |                                  |                                     | 1st time = \$50<br>2nd time = \$150<br>3rd time = \$300           |                                        |                                           |

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

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

**IRC - Residential Building Permit Fee Schedule**

Date: 5/21/2009

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

RECEIVED

MAY 02 2011

Jefferson County Commission

Friday, April 15, 2011

The Shepherdstown Chronicle

20

# State coaches association awards Bob Rizzo

Bob Rizzo received the West Virginia Coaches Association retired Coach Award during the AAA Final Game March 19.

Rizzo is a 1963 graduate of Concord University and received his masters degree

and went on to region playoffs.

Upon consideration of schools, he coached at Jefferson High School taking his basketball teams to state competition in its first two years of existence.

Rizzo was Region 5 director of the WVCA for over 35 years, supporting coaches in the Eastern Panhandle and throughout West Virginia. He also coached track and rounded out his career as cross country head coach of boys and girls program. Rizzo spent 40 years teaching and coaching in Jefferson County and is happily married to Beckley native Marthi Sue Collier. The two have three children and six grandchildren.

## Duffields Day set for June 19

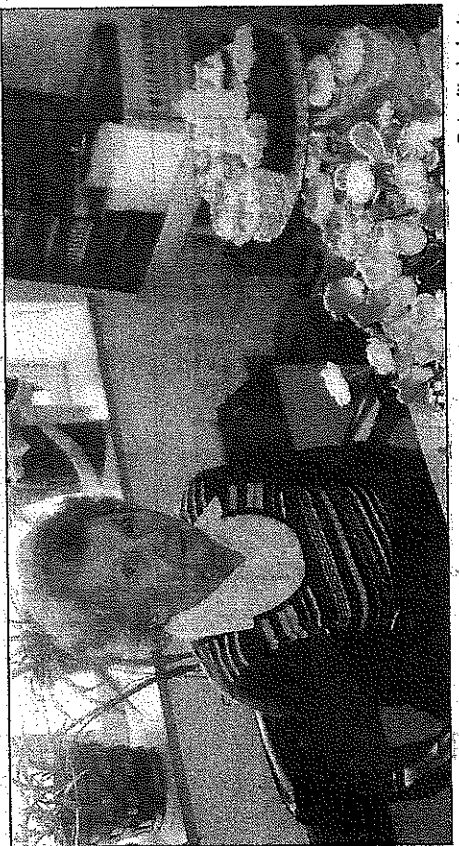
DUFFIELDS, W.Va. — Duffields Station, Inc. announces the first Duffields Day, to be held on Sunday, June 19 at Duffields, W.Va., from noon to 5 p.m., rain or shine.

Duffields Stations plans to hold the celebration annually. The event will include walking tours of the historic unincorporated hamlet of Duffields led by volunteers, entertainment by Rick Garland, food sales by a local church group and information about the project to

restore the historic Duffields B&O Train Station, the oldest surviving purpose-built combined freight and passenger rail station in the United States, built in 1839.

Duffields Station also seeks to raise funds for completion of the full restoration plan by the Mills Group architectural firm of Morgantown, W.Va., a project that requires \$5200 in funding. Donations may be sent to Duffields Station, Inc., at PO Box 1806, Shepherdstown, WV 25443.

## Resident celebrates 90 years



Submitted photo  
The children of Charlotte Ann Kidwiler surprised her with a 90th birthday party at the Shenandoah Health Village Center on March 20. Attending were children Judy (Jerry) Ficklin, Myra (Steve) Wandless, Linda (Rick) Halter, Sonny (Patty Ann) Kidwiler, three grandchildren, four great-grandchildren, Charlotte's first great-great grandchild, Christian, born March 3, and Charlotte's sister and nephew.



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

## State Rail Authority

120 Water Plant Drive, Moorefield, West Virginia 26836

(304) 538-2305 • TDD (800) 742-6991 • Fax (304) 538-7474

April 11, 2011

The Honorable Joe Manchin, III  
United States Senate  
311 Hart Senate Building  
Suite 303  
Washington, DC 20510

Dear Senator Manchin:

Thank you for your letter, on behalf of Joseph Snyder, regarding the proposal to implement improved and expanded passenger rail service in the Eastern Panhandle of West Virginia.

I had been in contact with Mr. Snyder on January 10, 2011 to discuss his group's proposal and to inform them of the upcoming WV State Rail Plan. The State Rail Authority will be completing the plan utilizing a recently awarded one million dollar 50/50 federal grant. The Grant/Cooperative Agreement was finalized on March 30, 2011 with the Federal Railroad Administration. This will be a very comprehensive plan containing eighteen separate tasks. Commuter rail feasibility assessment and Amtrak service assessment are each a separate task. Also, the development of this plan will involve a public involvement process that should take into account all of the items in Mr. Snyder's proposal as well as other concerns of our commuters. We plan to utilize a consulting firm to work with us in the development of this plan. Advertising begins April 12, 2011 and the selection process should be complete and a contract awarded sometime in August.

Again, thank you for writing and sharing your constituent's suggestions. I appreciate your continued support and interest in railroad matters. Should you have any additional questions, please feel free to contact my office.

Sincerely,

Lucinda K. Butler, Director  
State Rail Authority

ADMINISTRATIVE OFFICE  
MARTINSBURG, WV  
304-263-1832  
304-263-1833 FAX

BERKELEY COUNTY UNIT  
MARTINSBURG, WV  
304-263-2696  
304-263-8848 FAX



**BOYS & GIRLS CLUB**  
OF THE EASTERN PANHANDLE  
P.O. Box 1184  
MARTINSBURG, WV 25402

JEFFERSON COUNTY UNIT  
CHARLES TOWN, WV  
304-728-2724  
304-724-7650 FAX

MORGAN COUNTY UNIT  
BERKELEY SPRINGS, WV  
304-258-6741  
304-258-5012 FAX

**RECEIVED**

MAY 09 2011

March 31, 2011

**Jefferson County Commission**

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

Dear Commissioners:

The Boys & Girls Club of the Eastern Panhandle gratefully acknowledges your extraordinary support through a contribution of \$5,000.00 to the Club. According to IRS regulations, we are hereby stating, that no goods or services were provided by you in return for your contribution.

As you know, the Boys & Girls Club is a private, non-profit youth center that is not fully funded by any one Federal, State or Local government agency. The Club must raise all of the money required to fund our facility and programs through various fundraisers, grants partnerships and individuals. Your caring and thoughtfulness helps the Boys & Girls Club to provide a safe and caring atmosphere for the communities' children.

I would like to invite you to come down to the Club, take a look at our facility, see the progress we have made and thanks to your donation, learn about the plans we are able to be making for the future. We are here to help the communities' kids find a nurturing place today and a *positive* future tomorrow.

Thank you for helping us to *inspire and enable all young people, especially those who need us most, to realize their full potential as productive, responsible and caring citizens.*

Sincerely,

Stefani A. Pierson  
Executive Director

*Thank you for continuing  
to support the Club  
and the community!*

# Ethics Reporter

## Since the Last Reporter

Since the February edition of the **REPORTER** (there were no opinions published in March), the West Virginia Ethics Commission published two Advisory Opinions interpreting provisions of the West Virginia Governmental Ethics Act and the laws governing Boards of Education.

In addition since the last edition, the West Virginia Legislature passed a bill modifying the West Virginia Governmental Ethics Act in a number of areas. Acting Governor Tomblin subsequently signed **Enrolled House Bill 2464** into law, to become effective on July 1.

Enrolled HB 2464 (enclosed) requires

those subject to the act to provide additional information in annual financial disclosure statements, specifically, information concerning their spouses. The Ethics Commission was further directed to develop rules for the public disclosure of those officials who are delinquent on filing their annual financial disclosure statements, and for making such statements available online. Finally, HB 2464 also contains a new addition to the law prohibiting certain public employees, public officials and legislators from registering as a lobbyist during and for a year following their state service.

At its April 7 meeting, the West Virginia Ethics Commission approved opinions relating to the permissibility of a county hospital modifying a contract with another hospital employing a member of the county commission, and another regarding the permissibility of using

public funds to pay membership dues to a local service club for a university president and spouse.

### ADVISORY OPINION REPORT

**Advisory Opinion 2011-03** concerned the permissibility of a county hospital modifying an existing contract it has with another hospital that happens to employ a member of the county commission.

In this case, a county commission appoints the board for a county hospital, but no members of the commission serve on the board; the commission does not exercise control over the hospital's operations or contract decisions and; the commission provides no general appropriations to the hospital—only occasional grants totaling \$15,000 over the immediately preceding three year period.

**April, 2011  
Page Two**

A member of the county commission is employed by another hospital in another county. The hospital employing the commission has an existing contract with the county hospital for the provision of certain services, which pre-dates the commissioner's election but which may require the commissioner's involvement as a hospital employee.

The county hospital has previously received favorable opinions from the Ethics Commission on this topic and is now re-submitting the question and the current factual circumstances to the Ethics Commission to ensure continued compliance with previous guidance in this matter.

The Ethics Commission examined the provisions of 6B-2-5(d)(1) prohibiting a public official from having an interest in a contract over which they have authority or control, of 6B-2-5(j) prohibiting public officials from voting on matters in which they hold an

interest of some type, and the provisions of Chapter 61-10-15 making it unlawful for a member of a county commission to have direct or indirect pecuniary interests over matters where they have voice, influence or control, as well as the exceptions provided for from these standards.

In its opinion, the Ethics Commission ruled that the county commissioner would not be in violation of the Ethics Act in this instance because the individual has no authority over the county hospital's decision-making or budget, and the commission also does not have control over business decisions of the other hospital where the commissioner is employed.

Even though there is no direct conflict, the Ethics Commission still suggests that the commissioner recuse himself should any matters pertaining to the county hospital's contract come before the county commission.

Finally, the Ethics Commission re-examined the facts of

the situation and determined that the county hospital is still in compliance with the 2002 changes made by the Legislature in providing certain exceptions for the application of the 61-10-15 standards. Consequently, the county hospital may permissibly renew its contract with the other hospital which employs a member of the county commission.

**Advisory Opinion  
2011-05** concerned the permissibility of public funds being used to pay dues to a local service club for a university president and spouse.

The president's contract requires various promotional and service efforts as a part of his official duties and such responsibilities are also contemplated for the spouse as a representative of the president, when appropriate. The president and his wife currently belong to the service club in question but the dues are paid by the university's private foundation. Only the dues are to be paid with public funds, not regular

**April, 2011  
Page Three**

club meeting costs, such as for meals.

The Ethics Commission reviewed the provisions of 6B-2-5(b) prohibiting a public official from using their position for private gain, as well as the language of 6B-2-5(n) exempting higher education personnel from subsection (b) when the activity is occurring as a part of an approved employment contract.

In its opinion, the Ethics Commission ruled that public funds may be used to pay the service club dues of the university president. The Commission has previously ruled in similar cases involving other public bodies' payments of similar dues producing a gain for the benefit of the public.

However, the Commission did rule that the university president's employment contract did not specifically provide for the use of public funds in paying these types of legitimate expenses. The Commission further

opined that public funds may not be used to pay for club dues of a university president's spouse since the spouse is not a public official.

However, the Commission did make it clear that a university foundation may legitimately pay for the spousal dues as well as for any club related costs and contributions, including those for meals without violating the Ethics Act.

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

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

**BOARDS AND  
COMMISSIONS**

NONE PUBLISHED

**BOARDS OF  
EDUCATION**

NONE PUBLISHED

**COUNTY  
GOVERNMENT**

**2011-03:**

Permissibility of a county hospital modifying an existing contract with a another hospital employing a member of the county commission

**LEGISLATURE**

NONE PUBLISHED

**MUNICIPAL  
GOVERNMENT**

NONE PUBLISHED

**STATE GOVERNMENT**

**2011-05:**

Permissibility of using public funds to pay local service club dues for university president and spouse

**TRADE  
ASSOCIATIONS AND  
LOBBYISTS**

NONE PUBLISHED

**MISCELLANEOUS**

NONE PUBLISHED

**WEST VIRGINIA ETHICS REPORTER** is published by West Virginia Ethics Reporter, Inc., P.O. Box 1403, Charleston, WV 25325 and is in no way affiliated with the West Virginia Ethics Commission. For subscription information or subscriber services, call 1-304-545-8227. Copyright 2011 by West Virginia Ethics Reporter, Inc. All rights reserved. No part of this newsletter may be reproduced in any form, by microfilm, xerography, or otherwise, or incorporated into any information-retrieval system, without written permission of West Virginia Ethics Reporter, Inc.

**WEST VIRGINIA ETHICS COMMISSION  
2011 ADVISORY OPINIONS  
INDEXED BY TOPICAL SECTOR  
(Includes opinions published through April 7, 2011)**

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**BOARDS AND COMMISSIONS**

NONE PUBLISHED

**BOARDS OF EDUCATION**

**2010-23:**

Permissibility of a county board of education using public resources to promote the passage of an excess levy

**2010-24:**

Permissibility of a board of education purchasing property from other county officials

**COUNTY GOVERNMENT**

**2011-01:**

Permissibility of a county commission member conducting business with the county in multiple situations

**2011-02:**

Permissibility of a county commission member's business contracting with a conservation district

**2011-03:**

Permissibility of a county hospital modifying a contract with another hospital employing a member of the county commission

**LEGISLATURE**

NONE PUBLISHED

**MUNICIPAL GOVERNMENT**

NONE PUBLISHED

**STATE GOVERNMENT**

**2010-22:**

Permissibility of a retired state employee's business contracting with his former agency within one year of his retirement

Page Two  
(State Government continued)

**2011-05:**

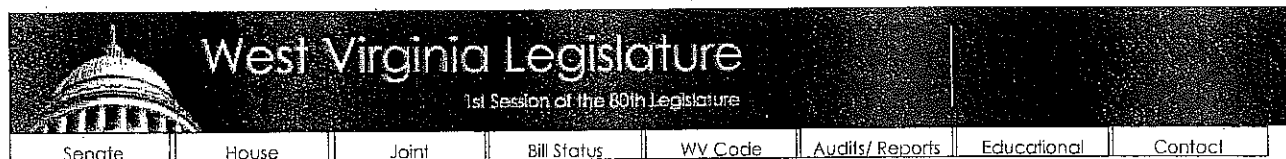
Permissibility of using public funds to pay membership dues to a local service club for a university president and spouse

**TRADE ASSOCIATIONS AND LOBBYISTS**

NONE PUBLISHED

**MISCELLANEOUS**

NONE PUBLISHED

**Enrolled Version - Final Version**

**OTHER VERSIONS** - Introduced Version | Committee Substitute | HB2464 SUB ENR 2 |

**ENROLLED****COMMITTEE SUBSTITUTE**

FOR

**H. B. 2464**

(By Delegates Miley, Boggs, Fragale, Poling, Morgan, Hunt, Fleischauer, Moore, Ellem, Hamilton and Lane)

[Passed March 12, 2011; in effect July 1, 2011.]

AN ACT to amend and reenact §6B-2-6 and §6B-2-7 of the Code of West Virginia, 1931, as amended, and to amend and reenact §6B-3-2 of said code, all relating to the Ethics Act generally; requiring public servants and spouses to disclose additional information on financial disclosure statements including, with limited exceptions, certain spousal information; defining a spouse; directing the ethics commission to publish and make available to the public notice of delinquent filing of financial statements; providing that the ethics commission publish financial statement in certain circumstances and clarifying existing requirements; and prohibiting certain public employees and public servants from registering as a lobbyist during and for a year following state government employment.

*Be it enacted by the Legislature of West Virginia:*

That §6B-2-6 and §6B-2-7 of the Code of West Virginia, 1931, as amended, be amended and reenacted, and that 6B-3-2 be amended and reenacted, all to read as follows:

**ARTICLE 2. WEST VIRGINIA ETHICS COMMISSION; POWERS AND DUTIES; DISCLOSURE OF FINANCIAL INTEREST BY PUBLIC OFFICIALS AND EMPLOYEES; APPEARANCES BEFORE PUBLIC AGENCIES; CODE OF CONDUCT FOR ADMINISTRATIVE LAW JUDGES.**

**§6B-2-6. Financial disclosure statement; filing requirements.**

(a) The Financial disclosure statement shall be filed on the first day of February of each calendar year to cover the period of the preceding calendar year, except insofar as may be otherwise provided herein. The following persons must file the financial disclosure statement required by this section with the ethics commission:

- (1) All elected officials in this state, including, but not limited to, all persons elected statewide, all county elected officials, municipal elected officials in municipalities which have, by ordinance, opted to be covered by the disclosure provisions of this section, all members of the several county or district boards of education and all county or district school board superintendents;
- (2) All members of state boards, commissions and agencies appointed by the governor; and
- (3) Secretaries of departments, commissioners, deputy commissioners, assistant commissioners, directors, deputy directors,

assistant directors, department heads, deputy department heads and assistant department heads.

A person who is required to file a financial disclosure statement under this section by virtue of becoming an elected or appointed public official whose office is described in subdivision (1), (2) or (3) of this subsection, and who assumes the office less than ten days before a filing date established herein or who assumes the office after the filing date, shall file a financial disclosure statement for the previous twelve months no later than thirty days after the date on which the person assumes the duties of the office, unless the person has filed a financial disclosure statement with the commission during the twelve-month period before he or she assumed office.

(b) A candidate for public office shall file a financial disclosure statement for the previous calendar year with the state ethics commission no later than ten days after he or she files a certificate of candidacy, but in all circumstances, not later than ten days prior to the election, unless he or she has filed a financial disclosure statement with the state ethics commission during the previous calendar year.

The ethics commission shall file a duplicate copy of the financial disclosure statement required in this section in the following offices within ten days of the receipt of the candidate's statement of disclosure:

- (1) Municipal candidates in municipalities which have opted, by ordinance, to be covered by the disclosure provisions of this section, in the office of the clerk of the municipality in which the candidate is seeking office;
- (2) Legislative candidates in single county districts and candidates for a county office or county school board in the office of the clerk of the county commission of the county in which the candidate is seeking office;
- (3) Legislative candidates from multi-county districts and congressional candidates in the office of the clerk of the county commission of the county of the candidate's residence.

After a ninety-day period following any election, the clerks who receive the financial disclosure statements of candidates may destroy or dispose of those statements filed by candidates who were unsuccessful in the election.

(c) No candidate for public office may maintain his or her place on a ballot and no public official may take the oath of office or enter or continue upon his or her duties or receive compensation from public funds unless he or she has filed a financial disclosure statement with the state ethics commission as required by the provisions of this section.

(d) The ethics commission may, upon request of any person required to file a financial disclosure statement, and for good cause shown, extend the deadline for filing such statement for a reasonable period of time: *Provided*, That no extension of time shall be granted to a candidate who has not filed a financial disclosure statement for the preceding filing period.

(e) No person shall fail to file a statement required by this section.

(f) No person shall knowingly file a materially false statement that is required to be filed under this section.

(g) The ethics commission shall publish either on the internet or by printed document made available to the public, a list of all persons who have violated any ethics commission's financial disclosure statement filing deadline.

(h) The ethics commission shall, in addition to making all financial disclosure statements available for inspection upon request:

(1) Publish on the internet all financial disclosure statements filed by members of the legislature and candidates for legislative office, elected members of the executive department and candidates for the offices that constitute the executive department, and members of the Supreme Court of Appeals and candidates for the Supreme Court of Appeals, commencing with those reports filed on or after January 1, 2012; and

(2) Publish on the internet all financial disclosure statements filed by any other person required to file such financial disclosure statements, as the commission determines resources are available to permit the ethics commission to make such publication on the internet. The Commission shall redact financial disclosure statements published on the internet to exclude from publication personal information such as signatures, home addresses and mobile and home telephone numbers.

**§6B-2-7. Financial disclosure statement; contents.**

(a) The financial disclosure statement required under this article shall contain the following information:

(1) The name, residential and business addresses of the person filing the statement and of his or her spouse and all names under which the person or the person's spouse, or both, do business. For purposes of this section, the word "spouse" means any individual who is legally married to and cohabits with the person filing the statement.

(2) For each position of employment held by the person filing the statements and the person's spouse:

- (A) The name of the employer;
- (B) The address of the employer;
- (C) The job title; and
- (D) A general description of job duties.

(3) The name and address of each business in which the person filing the statement or that person's spouse has or had in the last year an interest of at least \$10,000 at fair market value.

(A) For the purposes of this subsection, business interests include, but are not limited to, an interest in:

- (i) Non-publicly owned businesses;
- (ii) Publicly or privately traded stocks, bonds or securities, including those held in self-directed retirement accounts; and

(iii) Commercial real estate.

(B) For the purposes of this subsection, business interests do not include mutual funds, specific holdings in mutual funds or retirement accounts.

(4) The name, address, and brief description of a nonprofit organization in which the individual or spouse is a director or officer.

(5) The identification, by category, of every source of income over \$1,000, including distributions from retirement accounts received during the preceding calendar year, in his or her own name or by any other person for his or her use or benefit, by the person filing the statement, or that person's spouse, and a brief description of the nature of the income producing activities for which the income was received. This subdivision does not require a person filing the statement who derives income from a business, profession or occupation, or who's spouse derives income from a business, profession or occupation, to disclose the individual sources and items of income that constitute the gross income of that business, profession or occupation.

(6) If the person filing the statement, or that person's spouse, profited or benefitted in the year before the date of filing from a contract for the sale of goods or services to a state, county, municipal or other local governmental agency either directly or through a partnership, corporation or association in which the person, or that person's spouse, owned or controlled more than ten percent, the person shall describe the nature of the goods or services and identify the governmental agencies which purchased the goods or services.

(7) Each interest group or category listed below doing business in this state with which the person filing the statement, did business or furnished services and from which the person filing the statement, or that person's spouse, received more than twenty percent of his or her gross income during the preceding calendar year. The groups or categories are electric utilities, gas utilities, telephone utilities, water utilities, cable television companies, interstate transportation companies, intrastate transportation companies, oil or gas retail, wholesale, exploration, production or drilling companies, banks, savings and loan associations, loan or finance companies, manufacturing companies, surface mining companies, deep mining companies, mining equipment companies, chemical companies, insurance companies, retail companies, beer, wine or liquor companies or distributors, recreation related companies, timbering companies, hospitals or other health care providers, trade associations, professional associations, associations of public employees or public officials, counties, cities or towns, labor organizations, waste disposal companies, wholesale companies, groups or associations promoting gaming or lotteries, advertising companies, media companies, race tracks, promotional companies, lobbying, economic development entities, state government, construction, information technology and legal service providers.

(8) The names of all persons, excluding that person's immediate family, parents or grandparents residing or transacting business in the state to whom the person filing the statement, owes, on the date of execution of this statement in the aggregate in his or her own name or in the name of any other person more than \$5,000: *Provided*, That nothing herein requires the disclosure of a mortgage on the person's primary and secondary residences or of automobile loans on automobiles maintained for the use of the person's immediate family, or of a student loan, nor does this section require the disclosure of debts which result from the ordinary conduct of the person's business, profession or occupation or of debts of the person filing the statement to any financial institution, credit card company or business, in which the person has an ownership interest: *Provided, however*, That the previous proviso does not exclude from disclosure loans obtained pursuant to the linked deposit program provided in article one-a, chapter twelve of this code or any other loan or debt incurred which requires approval of the state or any of its political subdivisions.

(9) The names of all persons except immediate family members, parents and grandparents residing or transacting business in the state (other than a demand or savings account in a bank, savings and loan association, credit union or building and loan association or other similar depository) who owes on the date of execution of this statement more than, in the aggregate, \$5,000 to the person filing the statement, either in his or her own name or to any other person for his or her use or benefit. This subdivision does not require the disclosure of debts owed to the person filing the statement which debts result from the ordinary conduct of the person's business, profession or occupation or of loans made by the person filing the statement to any business in which the person has an ownership interest.

(10) The source of each gift, including those described in subdivision (2), subsection (c), section five of this article, having a value of over \$100, received from a person having a direct and immediate interest in a governmental activity over which the person filing the statement has control, shall be reported by the person filing the statement when the gift is given to that person in his or her name or for his or her use or benefit during the preceding calendar year: *Provided*, That any person filing a statement required to be filed pursuant to this section is not required to report those gifts described in subdivision (2), subsection (c), section five of this article that are otherwise required to be reported by a registered lobbyist under section four, article three of this chapter: *Provided, however*, That gifts received by will or by virtue of the laws of descent and distribution, or received from one's spouse, child, grandchild, parents or grandparents, or received by way of distribution from an inter vivos or testamentary trust established by the spouse or child, grandchild or by an ancestor of the person filing the statement are not required to be reported. As used in this subdivision, any series or plurality of gifts which exceeds in the

aggregate the sum of \$100 from the same source or donor, either directly or indirectly, and in the same calendar year are regarded as a single gift in excess of that aggregate amount.

(11) The name of each for-profit business of which the person filing the statement, or that person's spouse, serves as a member of the board of directors or an officer, as well as a general description of the type of business.

(12) The name and business address of any child or step-child who is eighteen years or older and employed by state, county or municipal government.

(13) The signature of the person filing the statement.

(b) Notwithstanding the provisions of subsection (a) of this section, any person serving on a board, commission or agency for which no compensation, other than expense reimbursement, is statutorily authorized, is not required to disclose the financial information relating to his or her spouse as required by subdivisions three or five of subsection (a) of this section if:

(1) his or her spouse, or a business with which he or she is associated, are not regulated by, do not have a contract with, or do not receive any grants or appropriations from, the board, the commission or agency on which the person filing the statement serves. A business with which a filer's spouse is associated means a business in which the person or an immediate family member is a director, officer, owner, employee, compensated agent, or holder of stock which constitutes five percent or more of the total outstanding stocks of any class; and,

(2) the filer executes a signed statement on a form provided by the commission verifying these facts.

### ARTICLE 3. LOBBYISTS.

#### §6B-3-2. Registration of lobbyists.

(a) Before engaging in any lobbying activity, or within thirty days after being employed as a lobbyist, whichever occurs first, a lobbyist shall register with the Ethics Commission by filing a lobbyist registration statement. The registration statement shall contain information and be in a form prescribed by the Ethics Commission by legislative rule, including, but not limited to, the following information:

(1) The registrant's name, business address, telephone numbers and any temporary residential and business addresses and telephone numbers used or to be used by the registrant while lobbying during a legislative session;

(2) The name, address and occupation or business of the registrant's employer;

(3) A statement as to whether the registrant is employed or retained by his or her employer solely as a lobbyist or is a regular employee performing services for the employer which include, but are not limited to, lobbying;

(4) A statement as to whether the registrant is employed or retained by his or her employer under any agreement, arrangement or understanding according to which the registrant's compensation, or any portion of the registrant's compensation, is or will be contingent upon the success of his or her lobbying activity;

(5) The general subject or subjects, if known, on which the registrant will lobby or employ some other person to lobby in a manner which requires registration under this article; and

(6) An appended written authorization from each of the lobbyist's employers confirming the lobbyist's employment and the subjects on which the employer is to be represented.

(b) Any lobbyist who receives or is to receive compensation from more than one person for services as a lobbyist shall file a separate notice of representation with respect to each person compensating him or her for services performed as a lobbyist. When a lobbyist whose fee for lobbying with respect to the same subject is to be paid or contributed by more than one person, then the lobbyist may file a single statement, in which he or she shall detail the name, business address and occupation of each person paying or contributing to the fee.

(c) Whenever a change, modification or termination of the lobbyist's employment occurs, the lobbyist shall, within one week of the change, modification or termination, furnish full information regarding the change, modification or termination by filing with the Commission an amended registration statement.

(d) Each lobbyist who has registered shall file a new registration statement, revised as appropriate, on the Monday preceding the second Wednesday in January of each odd-numbered year and failure to do so terminates his or her authorization to lobby. Until the registration is renewed, the person may not engage in lobbying activities unless he or she is otherwise exempt under paragraph (B), subdivision (7), section one of this article.

(1) Members of the Legislature;

(2) Members of the Executive Department as referenced in article VII, section one of the Constitution of West Virginia;

(3) Will and pleasure professional employees of the legislature under the direct supervision of a member of the legislature;

(4) Will and pleasure professional employees of members of the Executive Department under the direct supervision of the Executive Department officer and who regularly, personally and substantially participates in a decision-making or advisory capacity regarding agency or department policy;

(5) Members of the Supreme Court of Appeals;

(6) Any department secretary of an executive branch department created by the provisions of section two, article one, chapter five-f of this code; and,

(7) Heads of any state departments or agencies.

ADVISORY OPINION NO. 2011-03

Issued On April 7, 2011 By The

WEST VIRGINIA ETHICS COMMISSION

OPINION SOUGHT

A **County Hospital**, whose members are appointed by the County Commission, asks whether it may modify an existing contract with another hospital which employs a County Commissioner.

FACTS RELIED UPON BY THE COMMISSION

The Requester is a County Hospital. The County Commission appoints its Board of Trustees. None of the County Commissioners serve on the Board of Trustees. The County Commission does not exercise control over the County Hospital's contracts nor does it fund the hospital through general appropriations. From time to time, the County does provide grants to the hospital. In the past three years the County has given the hospital approximately fifteen thousand dollars in grant money.

A County Commissioner is employed by a city-owned hospital as a pharmacist. The city which owns the hospital is located in a different county. The Requester's county exercises no control over the management of the city-owned hospital. For example, it does not appoint the city-owned hospital's board of trustees or provide funding to it. Indeed, as the city-owned hospital is located in another county, the Requester's county has no authority over the administration of the city-owned hospital.

The Requester has an existing contract with the city-owned hospital for consulting pharmacy services. The Requester seeks to modify its contract with the city-owned hospital wherein, in part, the city-owned hospital will operate a pharmacy at the County Hospital. The County Commissioner/city-owned hospital employee is not a party to the existing contract, nor does he receive a commission, bonus, or other direct compensation by virtue of the contract, or proposed contract modification. Further, the Requester has not been involved in the contract negotiations.

The County Hospital's contract with the city-owned hospital pre-dates the County Commissioner's election. At that time, the County Hospital sought and received Ethics Commission staff advice in regard to whether the County Hospital could continue to contract with city-owned hospital in light of the County Commissioner's employment by the hospital. Staff advised that, in accordance with A.O.s 2001-11 and 2001-12, the County Hospital could continue to contract with the hospital as the contract in question pre-dated the County Commissioner's election. The County Hospital was further advised that the contract could not be modified unless the five factor test/exception in W.Va. Code § 61-10-15, as discussed

herein, was met. The Requester seeks this opinion to ensure that the five-part test is met so that it may, in turn, modify the contract.

**CODE PROVISIONS RELIED UPON BY THE COMMISSION**

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...

W.Va. C.S.R. § 158-8-4 states that... [P]ublic officials or public employees or members of their immediate family are considered to be "associated" with a business if they or their immediate family member are a director, officer or holder of stock which constitutes five percent or more of the total outstanding stocks of any class.

W.Va. Code 6B-2-5(j) provides, in part, that... (1) Public officials, excluding members of the Legislature who are governed by subsection (i) of this section, may not vote on a matter:

(A) In which they, an immediate family member, or a business with which they or an immediate family member is associated have a financial interest. Business with which they are associated means a business of which the person or an immediate family member is a director, officer, owner, employee, compensated agent, or holder of stock which constitutes five percent or more of the total outstanding stocks of any class.

...

(D) The appropriations of public moneys or the awarding of a contract to a nonprofit corporation if the public official or an immediate family member is employed by the nonprofit.

...

(3) For a public official's recusal to be effective, it is necessary to excuse him or herself from participating in the discussion and decision-making process by physically removing him or herself from the room during the period, fully disclosing his or her interests, and recusing him or herself from voting on the issue.

W. Va. Code § 61-10-15 states in part that ... (a) It is unlawful for any member of a county commission ... to be or become pecuniarily interested, directly or indirectly, in the proceeds of any contract or service or in the furnishing of any supplies in the contract for or the awarding or letting of a contract if, as a member, officer, secretary, supervisor, superintendent, principal or teacher, he or she may have any voice, influence or control...

(e) The provisions of subsection (a) of this section do not apply to any person who is a salaried employee of a vendor or supplier under a contract subject to the provisions of said subsection if the employee, his or her spouse or child:

- (1) Is not a party to the contract;
- (2) Is not an owner, a shareholder, a director or an officer of a private entity under the contract;
- (3) Receives no commission, bonus or other direct remuneration or thing of value by virtue of the contract;
- (4) Does not participate in the deliberations or awarding of the contract; and
- (5) Does not approve or otherwise authorize the payment for any services performed or supplies furnished under the contract.

....

### **ADVISORY OPINION**

Both the Ethics Act, W. Va. Code § 6B-2-5(d)(1), and a separate criminal misdemeanor statute, W. Va. Code § 61-10-15, prohibit county officials from having an interest in public contracts. These prohibitions were designed by the Legislature to steer public servants away from inherently questionable situations. These prohibitions are intended to prevent not only actual impropriety, but also situations which give the appearance of impropriety.

#### **The Ethics Act**

Pursuant to W.Va. Code § 6B-2-5(d)(1), a public official may not have more than a limited interest in the profits or benefits of a public contract over which he or she has direct authority or control. In this case, a County Commissioner is employed by a city-owned hospital located in another county. Neither he, the County Commission on which he serves, nor the Requester appoint the members of the city-owned hospital's board of trustees or appropriate money to the city-owned hospital. Indeed, the city-owned hospital is located in another county.

Based upon these facts, the Commission finds that for purposes of the Ethics Act, the County Commission does not have direct authority or control over the contract in question. As such, the Requester may continue to contract with the city-owned hospital, even if the terms of the contract are modified. See A.O. 2011-02.

Limitations do apply. The County Commissioner may not use his position to influence the award of the contract. Moreover, if a matter relating to the subject contract comes before the County Commission, then the County Commissioner/pharmacist should recuse himself from voting on such matter. For recusal to be proper under the Ethics Act, he must disclose his interest and excuse himself from participating in the discussion and decision-making process by physically removing himself from the room during the discussion and vote on the matter.

## West Virginia Code § 61-10-15

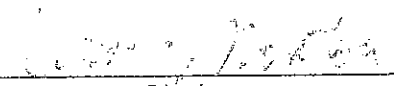
W.Va. Code § 61-10-15, a separate criminal statute, contains a stricter standard than the Ethics Act, and imposes criminal penalties against any "member of a county commission, district school officer, secretary of a board of education, supervisor or superintendent, principal or teacher of public schools 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. See generally Alexander v. Ritchie, 53 S.E.2d 735 (W.Va. 1949).

In 2002 the Legislature amended this provision to exempt public officials who are employees of a vendor or supplier if the public official:

- (1) Is not a party to the contract;
- (2) Is not an owner, a shareholder, a director or an officer of a private entity under the contract;
- (3) Receives no commission, bonus or other direct remuneration or thing of value by virtue of the contract;
- (4) Does not participate in the deliberations or awarding of the contract; and
- (5) Does not approve or otherwise authorize the payment for any services performed or supplies furnished under the contract.

Based upon the facts presented, the Commission finds that the five part test is met. Hence, the County Hospital may continue to contract with the city-owned hospital so long as the County Commissioner/pharmacist continues to meet the five-part test and complies with the guidance provided in the preceding section.<sup>1</sup>

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

  
Kemp Morton, Chairperson

<sup>1</sup> If the city-owned hospital was in the same county as the Requester, and controlled or funded, in whole or part, by the Requester's county commission, then further analysis would be required and a different result may follow.

ADVISORY OPINION NO. 2011-05

Issued On April 7, 2011 By The

WEST VIRGINIA ETHICS COMMISSION

OPINION SOUGHT

A University President asks whether public funds may be used to pay membership dues for the President and the President's spouse to join the local Rotary club.

FACTS RELIED UPON BY THE COMMISSION

In support of this request, the Requester states:

- 1) The President wants to join Rotary to represent and promote the institution in the local business community. The business relationships developed with the local business community will enhance opportunities for students through internships and employment opportunities.
- 2) The President's employment contract states the following: *"The Board recognizes that the spouse of a ... President is often called upon to devote substantial time and energy to activities which benefit the ... College. Your spouse is hereby authorized to serve when called upon as a representative of the institution, and to accept payment or reimbursement from the institution or the ... Foundation, Inc. for expenses incurred in connection with such activity, to the extent such payments are authorized by you or the Foundation, and it is understood that your spouse may use facilities and other resources of the institution in the same manner as an employee when involved in such activity"*. The purpose and institutional benefit for the President's spouse's membership in Rotary would be the same as stated for the President.

According to its website, the mission of Rotary International is "to provide service to others, promote integrity, and advance world understanding, goodwill, and peace through its fellowship of business, professional, and community leaders." The Requester states that membership dues are \$10 per month, plus a one-time fee of \$30 for new members. (It does not appear that there is a spousal discount.) The monthly dues do not include payment for weekly meals, neither does the Requester seek permission to spend public funds for Rotary meals.

Although the institution has used university foundation funds in the past, the Requester prefers to use public funds.

## CODE PROVISIONS RELIED UPON BY THE COMMISSION

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

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

W. Va. Code § 6B-2-5(n) reads:

Any person who is employed as a member of the faculty or staff of a public institution of higher education and who is engaged in teaching, research, consulting or publication activities in his or her field of expertise with public or private entities and thereby derives private benefits from such activities shall be exempt from the prohibitions contained in subsections (b), (c) and (d) of this section when the activity is approved as a part of an employment contract with the governing board of the institution or has been approved by the employee's department supervisor or the president of the institution by which the faculty or staff member is employed.

## ADVISORY OPINION

In establishing the Ethics Act, the Legislature sought to create a code of ethics to guide public officials and employees in their public employment. The expressed goal was to assist public servants in avoiding conflicts between their public service and any outside personal interests. The Ethics Act also recognizes the unique position held by state university employees, and includes a higher education exemption.

The Requester, a University President, asks whether public funds may be used to pay membership dues for the President and the President's spouse to join the local Rotary club. In support of this request, the Requester states that Rotary membership would allow the President to represent and promote the institution in the local business community. Further, the Requester states that business relationships developed with the local business community through the President's Rotary membership will enhance opportunities for students through internships and employment opportunities.

In Advisory Opinions 2000-15 and 2001-25, the Commission authorized a county commission and a county board of education respectively to use public funds to pay membership dues to the Chamber of Commerce. In AO 2000-15, the county commission stated that membership in the Chamber, which promotes community business interests, would benefit both the county commission and the Chamber. In AO 2001-25, the BOE argued that membership in the Chamber would help it promote educational and employment opportunities for its students.

In each instance, the Commission authorized the expenditure of public funds for dues, but denied both requests for the expenditure of public funds to pay for meals at Chamber luncheons, dinners, and award dinners, as a violation of the Ethics Act's private gain prohibition.

Here, the Requester only seeks to use public funds to pay for the President's and the President's spouse's membership dues (and related one-time fees). The University argues that the business relationships developed with the local business community will enhance opportunities for students through internships and employment opportunities. The Ethics Commission finds that this goal is consistent with those stated in the earlier cited opinions. Thus, the payment of dues for the President does not violate the private gain provision.

Even though the University could use foundation funds instead—and evidently has done so in past administrations—this does not change the analysis under the Ethics Act. Additionally, although the Requester has not so indicated, membership in Rotary could provide an opportunity for the President to fundraise for the University. Under either or both scenarios, the primary benefit inures to the University rather than to the President.

Although the higher education exemption provided in the Ethics Act could authorize such expenditures, there are no facts to support a claim that the President's employment contract provides for the payment of dues to local organizations such as Rotary. See generally AOs 90-109, 90-131, and 96-16 (Exemption is available only when the activity has been approved as part of the employment contract).

As it relates to the second question, however, public funds may not be used to pay the spouse's dues, even though the spouse may on occasion fill in for the President. Notwithstanding the contract language quoted hereinabove, the President's contract does not expressly provide for the payment of dues for the President's spouse. There are no facts to demonstrate that the spouse is a public servant. As a result, the President's spouse would personally benefit from the Rotary membership more than the institution would. Therefore, the expenditure of public funds to purchase the spouse's membership would violate the Ethics Act.

Thus, the University is authorized **only** to spend state funds to pay for the President's Rotary membership dues and one-time fee of \$30 for new members. The University is prohibited, however, from spending state funds to pay for: the President's spouse's Rotary membership dues and/or one-time fee of \$30 for new members; the President's meals associated with attending any Rotary meeting or function; and any other cost or fee associated with Rotary membership, e.g. contributions to a related philanthropic organization. There is nothing in the Ethics Act, however, which prohibits the Foundation—a separate, non-government entity—from paying for the spouse's membership in Rotary and/or for paying for meals associated with Rotary meetings or functions for the President and/or the President's spouse. See e.g. AO 90-116 (Ethics Commission found that higher education exemption permits university faculty and staff to receive foundation benefits without violating the Ethics Act's private gain provision)

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.

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Kemp Morton, Chairperson

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

| Week Ending Date                                       | Week Ending<br>May 7, 2011 |
|--------------------------------------------------------|----------------------------|
| <b>To be Deposited on:</b>                             | May 13, 2011               |
| Amount Played                                          | 77,061,650.08              |
| Amount Won                                             | 69,091,274.11              |
| Amount Promo                                           | 238,091.00                 |
| MWAP Contribution                                      | <u>49,444.01</u>           |
| <b>Adjusted Gross Terminal Revenue</b>                 | <b><u>7,682,840.96</u></b> |
| Administrative Costs @ 4%                              | 0.00                       |
| Excess Lottery Fund @ 4%                               | <u>307,313.64</u>          |
| <b>Net Terminal Revenue</b>                            | <b><u>7,375,527.32</u></b> |
| Surcharge @ 10%                                        | 737,552.72                 |
| State Share Excess @ 58%                               | 427,780.58                 |
| Track Share of Capital Reinvestment @ 42%              | 309,772.14                 |
| <i>Track Share of Capital Reinvestment @ 42% - 96%</i> | \$ 297,381.25              |
| <i>Track Share of Capital Reinvestment @ 42% - 4%</i>  | \$ 12,390.89               |
| <b>Adjusted Net Terminal Revenue</b>                   | <b><u>6,637,974.60</u></b> |
| Racetrack @ 46.50% / 42%                               | 2,787,949.33               |
| Lottery Fund @ 30% / 0%                                | 0.00                       |
| Excess Lottery Fund @ 0% / 41%                         | 2,721,569.62               |
| Race Track Purses @ 7% / 14% / 8%                      | 531,037.97                 |
| Workers' Compensation Debt Reduction @ 7%              | 0.00                       |
| Employee Pension Fund @ 1% / .5%                       | 33,189.87                  |
| Greyhound Development @ .75%                           | 49,784.81                  |
| Thoroughbred Development @ .75%                        | 49,784.81                  |
| Racing Commission @ 1%                                 | 66,379.74                  |
| County/Municipality @ 2%                               | 132,759.48                 |
| <b>3% Funds:</b>                                       |                            |
| Tourism Promotion Fund @ 1.375%                        | 91,272.15                  |
| Development Office Promotion Fund @ .375%              | 24,892.40                  |
| Research Challenge Fund @ .5%                          | 33,189.87                  |
| Capitol Renovation and Improvement Fund @ .6875%       | 45,636.08                  |
| 2004 Capitol Complex Parking Garage Fund @ .0625%      | 4,148.73                   |
| <b>1% Funds:</b>                                       |                            |
| State Capitol Complex Parking Garage @ 1%              | 0.00                       |
| Cultural Facilities and Capitol Resources @ .5%        | 0.00                       |
| Capitol Dome and Capitol Improvements @ .5% / 1%       | <u>66,379.74</u>           |
|                                                        | <b><u>6,637,974.60</u></b> |

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<br>ADJ. NET<br>REVENUE | TO<br>JEFFERSON<br>COUNTY | TO<br>FIVE<br>CITIES | BOLIVAR<br>12.42% | CHARLES<br>TOWN<br>34.56% | HARPERS<br>FERRY<br>3.65% | RANSON<br>35.08% | SHEPHERDS<br>TOWN<br>14.29% |
|----------------------------------|------------------------------|---------------------------|----------------------|-------------------|---------------------------|---------------------------|------------------|-----------------------------|
| 3 days ending:<br>7/1/10- 7/3/10 | \$ 115,402.58                | \$ 115,402.58             | \$ -                 | \$ -              | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| Week ending:                     |                              |                           |                      |                   |                           |                           |                  |                             |
| 07/10/10                         | \$ 205,731.84                | \$ 205,731.84             | \$ -                 | \$ -              | \$ -                      | \$ -                      | \$ -             | \$ -                        |
| 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               | \$ 26,730.62     | \$ 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                 |
| 01/01/11                         | \$ 170,304.24                | \$ 85,152.12              | \$ 85,152.12         | \$ 10,575.89      | \$ 29,428.57              | \$ 3,108.06               | \$ 29,871.36     | \$ 12,168.24                |
| 01/08/11                         | \$ 108,602.60                | \$ 54,301.30              | \$ 54,301.30         | \$ 6,744.22       | \$ 18,766.53              | \$ 1,982.00               | \$ 19,048.89     | \$ 7,759.66                 |
| 01/15/11                         | \$ 108,011.80                | \$ 54,005.90              | \$ 54,005.90         | \$ 6,707.53       | \$ 18,664.44              | \$ 1,971.22               | \$ 18,945.27     | \$ 7,717.44                 |
| 01/22/11                         | \$ 121,849.48                | \$ 60,924.74              | \$ 60,924.74         | \$ 7,566.85       | \$ 21,055.59              | \$ 2,223.75               | \$ 21,372.40     | \$ 8,706.15                 |
| 01/29/11                         | \$ 96,073.88                 | \$ 48,036.94              | \$ 48,036.94         | \$ 5,966.19       | \$ 16,601.57              | \$ 1,753.35               | \$ 16,851.35     | \$ 6,864.48                 |
| 02/05/11                         | \$ 121,554.88                | \$ 60,777.44              | \$ 60,777.44         | \$ 7,548.56       | \$ 21,004.68              | \$ 2,218.38               | \$ 21,320.72     | \$ 8,685.09                 |
| 02/12/11                         | \$ 134,943.68                | \$ 67,471.84              | \$ 67,471.84         | \$ 8,380.00       | \$ 23,318.27              | \$ 2,462.72               | \$ 23,669.12     | \$ 9,641.73                 |
| 02/19/11                         | \$ 144,037.08                | \$ 72,018.54              | \$ 72,018.54         | \$ 8,944.70       | \$ 24,889.61              | \$ 2,628.68               | \$ 25,264.10     | \$ 10,291.45                |
| 02/26/11                         | \$ 151,088.04                | \$ 75,544.02              | \$ 75,544.02         | \$ 9,382.57       | \$ 26,108.01              | \$ 2,757.36               | \$ 26,500.84     | \$ 10,795.24                |
| 03/05/11                         | \$ 149,070.68                | \$ 74,535.34              | \$ 74,535.34         | \$ 9,257.29       | \$ 25,759.41              | \$ 2,720.54               | \$ 26,147.00     | \$ 10,651.10                |
| 03/12/11                         | \$ 133,958.96                | \$ 66,979.48              | \$ 66,979.48         | \$ 8,318.85       | \$ 23,148.11              | \$ 2,444.75               | \$ 23,496.40     | \$ 9,571.37                 |
| 03/19/11                         | \$ 146,226.52                | \$ 73,113.26              | \$ 73,113.26         | \$ 9,080.67       | \$ 25,267.94              | \$ 2,668.64               | \$ 25,648.13     | \$ 10,447.88                |
| 03/26/11                         | \$ 136,981.60                | \$ 68,490.80              | \$ 68,490.80         | \$ 8,506.56       | \$ 23,670.42              | \$ 2,499.91               | \$ 24,026.57     | \$ 9,787.34                 |
| 04/02/11                         | \$ 141,693.16                | \$ 70,846.58              | \$ 70,846.58         | \$ 8,799.15       | \$ 24,484.58              | \$ 2,585.90               | \$ 24,852.97     | \$ 10,123.98                |
| 04/09/11                         | \$ 134,153.56                | \$ 67,076.78              | \$ 67,076.78         | \$ 8,330.94       | \$ 23,181.74              | \$ 2,448.30               | \$ 23,530.53     | \$ 9,585.27                 |
| 04/16/11                         | \$ 129,397.12                | \$ 64,698.56              | \$ 64,698.56         | \$ 8,035.56       | \$ 22,359.82              | \$ 2,361.51               | \$ 22,696.25     | \$ 9,245.42                 |
| 04/23/11                         | \$ 135,348.28                | \$ 67,674.14              | \$ 67,674.14         | \$ 8,405.13       | \$ 23,388.18              | \$ 2,470.11               | \$ 23,740.09     | \$ 9,670.63                 |
| 04/30/11                         | \$ 133,615.00                | \$ 66,807.50              | \$ 66,807.50         | \$ 8,297.49       | \$ 23,088.67              | \$ 2,438.48               | \$ 23,436.07     | \$ 9,546.79                 |
| 05/07/11                         | \$ 132,759.48                | \$ 66,379.74              | \$ 66,379.74         | \$ 8,244.36       | \$ 22,940.84              | \$ 2,422.87               | \$ 23,286.01     | \$ 9,485.66                 |
| Subtotal                         | \$ 6,135,394.38              | \$ 3,523,728.93           | \$ 2,611,665.45      | \$ 324,368.84     | \$ 902,591.58             | \$ 95,325.85              | \$ 916,172.17    | \$ 373,207.01               |

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$

VIDEO LOTTERY REPORT  
FY 2009

FY 2010

FY 2011

Table Game Revenues  
FY 2011

| Date       | Amount     | Date       | Amount     | Date       | Amount     | Date              | Amount     |
|------------|------------|------------|------------|------------|------------|-------------------|------------|
| 7/5/2008 * | 169,912.56 | 7/4/2009 * | 128,262.42 | 7/3/2010   | 115,402.58 |                   |            |
| 7/12/2008  | 176,592.38 | 7/11/2009  | 168,815.08 | 7/10/2010  | 205,731.64 |                   |            |
| 7/19/2008  | 160,344.08 | 7/18/2009  | 160,652.98 | 7/17/2010  | 161,386.76 |                   |            |
| 7/26/2008  | 162,982.74 | 7/25/2009  | 158,869.08 | 7/24/2010  | 160,368.28 |                   |            |
| 8/2/2008   | 178,171.04 | 8/1/2009   | 174,493.08 | 7/31/2010  | 157,802.08 |                   |            |
| 8/9/2008   | 123,538.04 | 8/8/2009   | 138,408.80 | 8/7/2010   | 136,494.98 |                   |            |
| 8/16/2008  | 82,482.89  | 8/15/2009  | 81,222.14  | 8/14/2010  | 78,376.68  |                   |            |
| 8/23/2008  | 76,426.18  | 8/22/2009  | 76,260.31  | 8/21/2010  | 76,199.02  |                   |            |
| 8/30/2008  | 89,459.86  | 8/29/2009  | 80,472.92  | 8/28/2010  | 72,460.03  | July/August, 2010 | 154,185.68 |
| 9/6/2008   | 91,644.46  | 9/5/2009   | 80,798.15  | 9/4/2010   | 76,362.84  |                   |            |
| 9/13/2008  | 79,729.93  | 9/12/2009  | 86,286.92  | 9/11/2010  | 82,969.36  |                   |            |
| 9/20/2008  | 71,269.36  | 9/19/2009  | 70,010.15  | 9/18/2010  | 67,638.78  |                   |            |
| 9/27/2008  | 79,735.73  | 9/26/2009  | 69,316.87  | 9/25/2010  | 70,435.06  | September, 2010   | 94,247.84  |
| 10/4/2008  | 75,186.22  | 10/3/2009  | 72,286.04  | 10/2/2010  | 71,013.86  |                   |            |
| 10/11/2008 | 77,139.04  | 10/10/2009 | 69,650.63  | 10/9/2010  | 69,311.50  |                   |            |
| 10/18/2008 | 80,668.26  | 10/17/2009 | 73,560.21  | 10/16/2010 | 75,234.62  |                   |            |
| 10/25/2008 | 64,379.44  | 10/24/2009 | 67,581.66  | 10/23/2010 | 70,290.80  |                   |            |
| 11/1/2008  | 68,352.42  | 10/31/2009 | 64,528.30  | 10/30/2010 | 65,615.04  | October, 2010     | 105,903.60 |
| 11/8/2008  | 70,823.02  | 11/7/2009  | 63,741.59  | 11/6/2010  | 61,337.62  |                   |            |
| 11/15/2008 | 65,565.50  | 11/14/2009 | 65,959.64  | 11/13/2010 | 64,595.28  |                   |            |
| 11/22/2008 | 63,883.80  | 11/21/2009 | 59,547.05  | 11/20/2010 | 56,010.08  |                   |            |
| 11/29/2008 | 69,850.12  | 11/28/2009 | 72,399.98  | 11/27/2010 | 71,170.90  | November, 2010    | 108,717.67 |
| 12/6/2008  | 55,696.68  | 12/5/2009  | 51,006.51  | 12/4/2010  | 53,215.08  | December, 2010    | 118,721.11 |
| 12/13/2008 | 60,178.04  | 12/12/2009 | 52,460.58  | 12/11/2010 | 46,944.00  |                   |            |
| 12/20/2008 | 52,189.19  | 12/19/2009 | 32,834.39  | 12/18/2010 | 42,076.76  |                   |            |
| 12/27/2008 | 72,205.91  | 12/26/2009 | 53,406.34  | 12/25/2010 | 50,450.28  |                   |            |
| 1/3/2009   | 96,504.65  | 1/2/2010   | 92,980.40  | 1/1/2011   | 85,152.12  |                   |            |
| 1/10/2009  | 53,286.62  | 1/9/2010   | 55,020.46  | 1/8/2011   | 54,301.30  |                   |            |

|               |           |           |           |           |           |            |
|---------------|-----------|-----------|-----------|-----------|-----------|------------|
| 1/17/2009     | 56,068.87 | 1/16/2010 | 60,551.28 | 1/15/2011 | 54,005.90 |            |
| 1/24/2009     | 71,474.63 | 1/23/2010 | 69,943.53 | 1/22/2011 | 60,924.74 |            |
| 1/31/2009     | 61,089.80 | 1/30/2010 | 48,527.75 | 1/29/2011 | 48,036.94 | 106,189.21 |
| 2/7/2009      | 83,539.63 | 2/6/2010  | 37,155.14 | 2/5/2011  | 60,777.44 |            |
| 2/14/2009     | 76,054.44 | 2/13/2010 | 44,334.00 | 2/12/2011 | 67,471.84 |            |
| 2/21/2009     | 91,838.41 | 2/20/2010 | 76,946.12 | 2/19/2011 | 72,018.54 |            |
| 2/28/2009     | 80,806.88 | 2/27/2010 | 72,024.40 | 2/26/2011 | 75,544.02 | 105,776.45 |
| 3/7/2009      | 48,837.13 | 3/6/2010  | 76,936.85 | 3/5/2011  | 74,535.34 |            |
| 3/14/2009     | 96,025.39 | 3/13/2010 | 71,007.37 | 3/12/2011 | 66,979.48 |            |
| 3/21/2009     | 79,002.82 | 3/20/2010 | 74,335.38 | 3/19/2011 | 73,113.26 |            |
| 3/28/2009     | 79,250.83 | 3/27/2010 | 69,941.88 | 3/26/2011 | 68,490.80 | 120,927.10 |
| 4/4/2009      | 75,968.30 | 4/3/2010  | 70,636.28 | 4/2/2011  | 70,846.58 |            |
| 4/11/2009     | 75,964.94 | 4/10/2010 | 69,692.79 | 4/9/2011  | 67,076.78 |            |
| 4/18/2009     | 80,598.22 | 4/17/2010 | 69,335.92 | 4/16/2011 | 64,698.56 |            |
| 4/25/2009     | 75,571.46 | 4/24/2010 | 68,714.11 | 4/23/2011 | 67,674.14 |            |
| 5/2/2009      | 73,957.05 | 5/1/2010  | 68,799.06 | 4/30/2011 | 66,807.50 |            |
| 5/9/2009      | 76,697.22 | 5/8/2010  | 67,403.54 | 5/7/2011  | 66,379.74 |            |
| 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 3523728.93 914668.66

## Nichelle Hosby

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**From:** Matthew [matthewh3000@yahoo.com]  
**Sent:** Friday, May 06, 2011 4:42 PM  
**To:** nhosby@jeffersoncountywv.org  
**Subject:** Public Funds

05 May 2011

It was noted in the Journal about the purchase of a building in Kearneyville. The amount spent was about \$500,000.00.

I understand that there was sometime to request public comment concerning the idea of purchase. Under the vote "3-2". I believe it was obvious that this was not the right time for this purchase. With this new venture, was it not obvious that the County Commission is losing the respect of their people. For just this reason alone, this purchase will have an impact on our County Economics and further loss of respect of your people. This is one of the reasons I resigned for the E911 Advisory Board as I could not support a County Commission that has not and could not defend the respect of the County Taxpayer dollars.

I plan to protest this action and make each County Commissioner responsible for the tax payer dollars. We have the right in our time or protect and defend our tax dollars. I promise to post this letter to the Journal and Spirit with pride.

Matthew Harris

CMI/PHS L.L.C.  
Matthew

**Sandy McDonald**

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**From:** "Juan Estrada" <texasrigged22@gmail.com>  
**To:** <dstellato@jeffersoncountywv.org>; <webmaster@jeffersoncountywv.org>;  
<laura@jeffersoncountywv.org>; <sandy@jeffersoncountywv.org>; <nhosby@jeffersoncountywv.org>  
**Sent:** Friday, May 13, 2011 11:57 AM  
**Subject:** Changes considered to improve entrance at Customs center

## Your submission:

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**Your Name:** Juan Estrada

**Your Email Address:** texasrigged22@gmail.com

**Subject:** Changes considered to improve entrance at Customs center

**Message:** I would like to get some information in regards to "Changes considered to improve entrance at Customs center"

Are the four plans available to the public. I live in one of the housing developments and my home is one of the closest to Rt 340. I want to know if my home is going to be effective and what the proposed plans look like. When we bought the house in 06', we didn't know we were going to have to deal with so much traffic off of Rt 340, thanks.

**Sandy McDonald**

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**From:** "Beverly Hughes" <bhugh@frontiernet.net>  
**To:** <dstellato@jeffersoncountywv.org>; <webmaster@jeffersoncountywv.org>;  
<laura@jeffersoncountywv.org>; <sandy@jeffersoncountywv.org>; <nhosby@jeffersoncountywv.org>  
**Sent:** Sunday, May 15, 2011 3:49 PM  
**Subject:** Public Meeting on June 1

**Your submission:**

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**Your Name:** Beverly Hughes

**Your Email Address:** bhugh@frontiernet.net

**Subject:** Public Meeting on June 1

**Message:** I appreciate the recent move to rescind the \$100,000 of taxpayer dollars that was to support the effort to "protect" the land near Shepherdstown. Although I have made every effort to follow this process since its beginning, I am certain that I have lost many of the details. I would like to speak at the public meeting, but I have some questions. Could Mr. Manuel, Mrs. Noland or Mr. Pellish share their email so that I might have some questions answered as I prepare my public statement.

# **NOTICE**

## **Primary Election Canvass**

The County Commission of Jefferson County will convene as a Board of Canvassers on Friday, May 20, 2011, at 9:30 a.m. for the purpose of canvassing the ballots from the May 14, 2011 Primary Election.

The Canvass will be held in the Jefferson County Courthouse meeting room located at 100 East Washington Street, Charles Town, West Virginia 25414.

By the Order of the Jefferson County Commission  
Patricia A. Noland, President

# **JEFFERSON COUNTY COMMISSION**

**WILL BE CLOSED**

**MONDAY, MAY 30, 2011**

**IN**

**OBSERVANCE OF**

**MEMORIAL DAY**