

**AGENDA**  
**JEFFERSON COUNTY COMMISSION**  
**THURSDAY, JUNE 2, 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**

- Jefferson County Commission Regular Meeting, May 19, 2011
- Jefferson County Commission Public Hearing, May 19, 2011
- Jefferson County Commission, sitting as a Board of Canvassers, May 20, 2011

**APPROVAL OF PURCHASE ORDERS**

**APPROVAL OF ACCOUNTS PAYABLE**

**PUBLIC COMMENT**

**PRESENTATIONS:**

1. 9:45 a.m. Jennifer S. Maghan, County Clerk  
- Certification of Primary Election Results
2. 9:50 a.m. Senator Herb Snyder  
- Presentation of Grant Award - Jefferson County Sheriff's Department
3. 10:00 a.m. Joe Cosentini, City of City of Charles Town, Acting City Manager  
- Update on Stormwater Management at Windmill Crossing
4. 10:30 a.m. Break
5. 10:45 a.m. Roger Goodwin, Chief County Engineer  
- Request for approval of the complete release of the \$410,587.00 construction bond amount for Rattlesnake Run, Inc./Thomas Harding - Oxford Meadows Subdivision, Lots 1 - 14 - Discussion/Action
6. 11:00 a.m. Mark Schiavone, Director of Capital Planning & Management  
- Impact Fee Decision
7. 11:15 a.m. Ronda Lehman, Blue Ridge Watershed Coalition  
- Request for County Commission Support for a Grant Proposal and Match Funding

8. 11:30 a.m. Teen Court - Approval of Resolution - Discussion/Action
9. 11:45 a.m. Elizabeth Wheeler, Jefferson County Farmland Protection Board  
- Request to approve two Deeds of Farmland Conservation Easement on Hockman and Scott properties - Discussion/Action

**UNFINISHED BUSINESS:**

10. Tim Boyde, County Administrator  
- Absence Time with Pay - Discussion/Action

**NEW BUSINESS:**

11. Approve Grant Resolution and Contract for the Jefferson County Sheriff's Department in the amount of \$23,000 - Discussion/Action
12. Decision - Proposed 2011 Land Development Fee and Schedule and Building Permit Fee Changes - Discussion/Action
13. Tim Boyde, County Administrator  
- Approval of DI Jacobs Consulting Company Classification and Compensation Study Cost Proposal for the County Clerk's office and Development of a Performance Management System
14. DEPARTMENT HEAD WRITTEN REPORT  
- Department of Planning and Zoning

**COUNTY ADMINISTRATOR REPORTS**

**COUNTY COMMISSION REPORTS**

15. 12:15 p.m. ADJOURN

**CORRESPONDENCE:**

4-H Newsletter for May and June received from the WVU Jefferson County Extension Office.

Copy of check received from Vonage in the amount of \$3,166.80 for E911 fees.

Eastern Panhandle Conservation District 2011 Spring Newsletter.

Weekly settlement reports for the Charles Town Races received from the West Virginia Lottery, week ending May 14, 2011.

Weekly settlement reports for the Charles Town Races received from the West Virginia Lottery, week ending May 21, 2011.

Copy of letter received from Roger Goodwin to officials of the City of Charles Town enclosing April 28, 2011 letter to Katie See regarding stormwater management.

West Virginia Ethics Reporter May 2011 received from the WV Ethics Commission.

Jefferson County Commission Notice of Public Hearing on June 9, 2011 at 7:00 p.m. regarding Policy Neutral Zoning Ordinance Amendments.

Jefferson County Commission Notice of Decision on June 2, 2011 regarding the Proposed Land Development Fee Schedule and Building Permit Changes.

Reminder by WVACO to register for Regional Wrap-Ups - Lunch & Legislation - during the month of June 2011.

Community Bulletin received from the National Park Service regarding Harpers Ferry National Historical Park for June 2011.

Copy of letter received from the Supreme Court of Appeals for the State of West Virginia advising that the Court Security Board approved a Court Security Fund Grant to the Jefferson County Commission in the amount of \$13,000.00 for the purpose of enhancing the county's court security.

Valley News, Volume 29, Issue 9, June 2011, received from the Potomac Valley Audubon Society.

*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 19, 2011**

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A meeting of the Jefferson County Commission was held on Thursday, May 19, 2011 in the County Commission meeting room at the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Patsy Noland, Dale Manuel, Frances Morgan, Lyn Widmyer and Walt Pellish; Tim Boyde, County Administrator, Debbie Stellato, Administrative Assistant and Jimmy Eddie, Bailiff. (An audio tape of this May 19, 2011 meeting is available through the Jefferson County Commission Office.)

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

#### **PLEDGE OF ALLEGIANCE**

Commissioner Manuel led the Pledge of Allegiance.

#### **APPROVAL OF MINUTES**

Motion by Ms. Morgan to approve the Minutes of the May 12, 2011 regular meeting of the Jefferson County Commission as presented. Motion seconded by Mr. Manuel and unanimously approved.

Motion by Mr. Manuel to approve the Minutes of the May 12, 2011 Public Hearing as presented. Motion seconded by Ms. Morgan and approved 4 to 1. Ms. Widmyer did not vote as she was absent from the May 12, 2011 public hearing.

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

Motion by Ms. Morgan to approve Purchase Orders in the amount of \$25,545.54, being purchase order numbers 52903, 52902, 52875, 48385, 52817, 49295, 52827, 52826, 52824, 52822, 52821, 52820, 52819, 52818, 52823, 49417, 49418, 49420, 49423, 49422, 49421, 49425, 49426, and 49519. Motion seconded by Mr. Manuel and unanimously approved.

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

Motion by Mr. Manuel to approve the accounts payable in the amount of \$318,221.07. Motion seconded by Ms. Morgan.

Amended motion by Mr. Manuel to hold the vote on \$318,221.07 of accounts payable until the afternoon session to allow time for all invoices to be reviewed. Amended motion seconded by Ms. Morgan and unanimously approved.

#### **PUBLIC COMMENT**

- Thomas Trumble expressed concern regarding a recent State regulation prohibiting charities from selling food cooked on their own premises to the public unless the charities are able to comply with strict criteria imposed by the regulation.

Ms. Morgan suggested that this matter be placed on the Commission's Agenda as an appointment. The Commissioners unanimously agreed. Ms. Morgan also suggested that a letter should be sent to the West Virginia Department of Health supporting the charities and requesting a clarification of the regulation. Mr. Boyde was directed to send a letter to Mr. Zeleski at the Department of Health requesting a clarification of the regulation.

Mary Walsh of the Animal Welfare Society echoed Mr. Trumble's concern.

- Jim Gibson of Charles Town expressed his concerns with the Rt. 340 study.
- Debbie Sirbaugh spoke on behalf of herself and her disabled brother regarding problems in their subdivision attributable to the builder.
- Doug Horrocks of Harpers Ferry informed the Commission of problems between the children and staff at Blue Ridge Elementary School.

#### **PRESENTATIONS:**

1. **Angie Banks, Assessor, requested that the Commissioners sign the certificates she received from the State which certified the accuracy of the Personal Property and Land books maintained by the Assessor's Office during the Board of Real Estate Review.** The Commissioners signed the certificates and returned them to Ms. Banks.
2. **Jack Young, Capt. U.S. Navy, Ret., Jean Neely, Vice President and Vicky Thomas, President of SAIL (Shepherdstown Area Independent Living) introduced the Commission to SAIL and the ways in which it is helping elderly, impaired and disabled citizens to continue to live in their own homes.**

**The Commission took a break at 10:35 a.m.**

**The Commission reconvened at 10:45 a.m.**

3. **Jennifer S. Maghan, County Clerk,** gave an update on election voter turnout. Ms. Maghan also requested the Commission to approve the hiring of a summer intern, Arabia Anderson, at \$9.85 an hour.

Motion by Ms. Widmyer to approve the hire of Arabia Anderson at \$9.85 an hour as a summer intern working in the Clerk's Office. Motion seconded by Mr. Pellish and unanimously approved.

4. **Roger Goodwin, Chief County Engineer, re: water budget study project:**
  - a. Request that the Commission approve a contract with Analytical Services, Inc., to perform a county-wide water budget study in the amount of \$68,545.00 in accordance with Option No. 2 of its proposal of April 19, 2011 and to authorize the GIS Department to obtain the resources necessary to perform the in-house work.

Motion by Mr. Manuel to approve a contract with Analytical Services, Inc. authorizing Analytical Services, Inc. to perform a county-wide water budget study in the amount of \$68,545.00 in accordance with Option No. 2 of its proposal dated April 19, 2011 and to authorize the GIS Department to obtain the resources necessary to perform the in-house work. Motion seconded by Ms. Morgan and unanimously

approved.

- b. **Roger Goodwin**, recommendation for tolling the construction bond for Notting Hill Subdivision, Duplex Lots 1-22 and Parcels A, B & C. 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.

Motion by Ms. Widmyer to accept the recommendation of Mr. Goodwin and authorize the Commission President and Staff to execute the Tolling of Bonding Agreement with the developer. Motion seconded by Mr. Manuel and approved 4 to 1, with Ms. Morgan voting “no.”

- c. **Roger Goodwin**, request that the Commission authorize a complete release of the remaining \$54,000.00 from the construction bond amount for Michael R. Shveda – Shepherdstown Estates Subdivision, Lots 1-9 & Residue (File #07-24).

Motion by Ms. Morgan to approve a complete release of the remaining \$54,000.00 from the construction bond amount for Michael R. Shveda – Shepherdstown Estates Subdivision, Lots 1-9 & Residue (File #07-24). Motion seconded by Mr. Manuel and unanimously approved.

- d. **Roger Goodwin**, request for the 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.

Motion by Mr. Manuel to approve the 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. Motion seconded by Ms. Widmyer and unanimously approved.

- e. **Mr. Goodwin’s** request for the 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, PA was moved to the June 2, 2011 agenda for discussion/action.

**The Commission took a break at 11:20 a.m.**

**The Commission reconvened at 11:25 a.m.**

**NEW BUSINESS:**

**5. Resolution in honor of Eliza Bayles on the occasion of her retirement.**

Motion by Ms. Morgan to approve the Resolution honoring Eliza Bayles on the occasion of her retirement. Motion seconded by Mr. Manuel and unanimously approved. It was the general consensus of the Commissioners that Ms. Bayles be asked to attend a future Commission meeting to be honored in person for her many years of service to the County.

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**County Commission of Jefferson County  
Charles Town, West Virginia**

**RESOLUTION  
ELIZA BAYLES**

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

Whereas, she has served Jefferson County 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

**PRESENTATIONS continued:**

6. **Roger Goodwin gave an update on the Westridge Hills Test Project.**

**Roger Goodwin gave an update on Stormwater Management Pond at Windmill Crossing in Charles**

### **Town and how it affects county residences.**

Motion by Ms. Widmyer that the Commission send a letter to the City of Charles Town, the Planning Commission and City Council attaching the letter that Mr. Goodwin has written stating that his Memorandum outlines the solutions to make all of the stormwater management problems dissolve, and also that the City of Charles Town should consider requiring a bond as is done in the County and the Commission will continue to work with the City as we always have. Ms. Morgan would second the original motion providing it be changed to exclude the original letter and insert that the Commission's correspondence does not warrant that these are the solutions to all of the problems since the extent of the problems are not known. It was Ms. Morgan's suggestion that the Commission letter also be sent to the Charles Town Public Utility Board and that the letter be sent immediately by close of business this date.

Ms. Morgan would offer this as a friendly amendment to the original motion, if acceptable. Ms. Widmyer agreed and suggested that the letter state that following the recommendations would provide solutions in the near term, but the Commission recognizes there is a larger base that everyone will have to work together on.

Mr. Pellish suggested it would be faster to telephone the appropriate officials rather than send a letter. Ms. Noland advised that she would be happy to call Mayor Peggy Smith and discuss the issues. Another option is for the Commissioners to meet with the Charles Town city officials in an attempt to resolve the stormwater management problems.

Mr. Manuel requested that during the lunch hour the proposed motion and friendly amendment be put into written form for clarification and taken up again in the afternoon session. The Commissioners were in agreement and Ms. Widmyer will write the motion with amendment and draft the proposed letter.

### **NEW BUSINESS continued:**

- 7. Barbara Miller, Homeland Security and Emergency Management** request for approval of cooperative agreement regarding the Citizen Corps Grant in the amount of \$13,000.00. No matching funds are required.

Motion by Mr. Manuel to approve the cooperative agreement with Volunteer West Virginia for a Citizen Corps Grant in the amount of \$13,000.00. Motion seconded by Ms. Morgan and unanimously approved.

### **UNFINISHED BUSINESS:**

- 8. (9 on agenda) 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 item was removed from the agenda and will be rescheduled for the June 23, 2011 meeting.

### **COUNTY COMMISSIONER REPORTS:**

- Mr. Boyde reported that he received a proposal from Don Jacobs for standardizing job descriptions and he will be submitting the proposal for review at the June 2, 2011 meeting.
- Mr. Boyde spoke with Amy Owens of the Eastern West Virginia Community Foundation and he believes there

is a mechanism in place to put back proceeds from the realtor's commission towards a scholarship program for Parks & Recreation which is in the process of being finalized.

### **COUNTY COMMISSIONERS REPORTS:**

#### **Commissioner Widmyer:**

- Attended a Region 9 meeting.
- Attended a Jefferson County Homeowners Association meeting.

#### **Commissioner Manuel:**

- Attended the Primary Election results at the County Courthouse.
- Attended a Jefferson County Emergency Services Agency meeting. June 28, 2011 is the next meeting with the JCESA and Fire and Rescue Association at 7:00 p.m. All Commissioners are asked to attend.
- Attended an E-9-1-1 Advisory Board meeting.
- Attended a Jefferson County Parks and Recreation Department meeting.

#### **Commissioner Morgan:**

- No meetings this week.

#### **Commissioner Pellish:**

- Attended a Jefferson County Development Authority meeting.

#### **Commissioner Noland:**

- Attended the "My Fair Lady" gala and play at the Old Opera House.
- Attended a Jefferson County Council on Aging meeting.

**The Commission adjourned for lunch at 12:15 p.m.**

**The Commission reconvened its regular meeting at 1:25 p.m. after the close of the Public Hearing at 1:00 p.m.**

### **ACCOUNTS PAYABLE revisited:**

Motion by Ms. Morgan to approve the accounts payable in the amount of \$318,221.07. Motion seconded by Mr. Manuel and unanimously approved.

### **PRESENTATIONS continued:**

#### **6. (8 on agenda) – Roger Goodwin – stormwater management issues at Windmill Crossing continued.**

The Commissioners reviewed and discussed Ms. Widmyer's draft letter to the officials at the City of Charles Town.

Ms. Morgan made a motion that the letter be sent this date on County Commission letterhead under Madam President's signature, with the change that the letter needs to include in the address line "The Honorable Peggy

Smith, Mayor,” and with the additional change that in paragraph two the language be amended to say “post additional construction bond with Jefferson County (in an amount determined in an agreement between the City and Jefferson County). Ms. Morgan moved that the letter be sent this date with those two changes because of the urgency of the matter. Lyn seconded the motion. The motion was defeated 3 to 2, with Ms. Noland, Mr. Manuel and Mr. Pellish voting “no.”

Mr. Manuel moved that the Commission invite the Mayor of Charles Town and council members and their staff, to a joint meeting with the County Commission and its staff to discuss the problem and, in preparation of the discussion, that the Memo be resent to the Mayor and the appropriate staff just as Mr. Goodwin has written it. Ms. Noland seconded the motion and the motion was unanimously approved.

There being no further business, Mr. Manuel moved to adjourn the meeting. Ms. Morgan seconded the motion and the motion was unanimously approved. The meeting was adjourned at 1:45 p.m.

Upon rising the meeting was adjourned until Thursday, June 2, 2011.

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PATRICIA A. NOLAND, PRESIDENT

**SPECIAL SESSION:**

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

At a Special Session of the County Commission of said County and State held at the Jefferson County Commission Meeting Room on the lower floor of the Old Charles Town Library at 200 E. Washington Street, on Thursday, May 19, 2011 beginning at 1:00 o'clock p.m.

**PUBLIC HEARING -LAND DEVELOPMENT FEES - 10% FEE INCREASE**

Ms. Noland called to order a Public Hearing at 1:00 P.M. regarding **Land Development Fees - 10% Fee Increase.**

Present were:

Patricia Noland, President  
Dale Manuel, Vice President  
Lyn Widmyer, Commissioner  
Frances Morgan, Commissioner  
Walt Pellish, Commissioner

Jennifer Brockman, Director of Planning and Zoning and Roger Goodwin, Chief County Engineer explained the reasons for the proposed 10% fee increase on land development fees. There were no members of the public present. One write-in comment was received from David Hartley, Executive Officer of the Eastern Panhandle Home Builders Association, Inc.

There being no public comment the hearing was closed at 1:25 p.m. Time for submission of public comments will be held open until the close of business on June 2, 2011.

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PATSY A. NOLAND, PRESIDENT

## Debbie Stellato

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**From:** David Hartley [dhartley@easternwvhomebuilders.org]  
**Content:** Thursday, May 19, 2011 1:00 PM  
**To:** dstellato@jeffersoncountywv.org  
**Subject:** Comments for Today's Public Hearing  
**Attachments:** May 19 Public Hearing Comments.doc

Please find the attached document with comments for today's hearing on fees.

Thank you.

David Hartley  
Executive Officer  
Eastern Panhandle Home Builders Association Inc.  
430 Randolph Street Suite C  
Martinsburg, WV 25401  
(p) 304 267-4710 (f) 304 267-8901

### Upcoming Events

May 23 - Annual Golf Outing at The Woods Resort

May 26 - Remodeling Outlook Webinar, EPHBA Office 2-3 PM

For more information go to [www.easternwvhomebuilders.org](http://www.easternwvhomebuilders.org)





EASTERN PANHANDLE  
HOME BUILDERS  
ASSOCIATION, INC.

A MEMBER OF THE HOME BUILDERS ASSOCIATION OF WEST VIRGINIA



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430 Randolph Street, Suite C ■ Martinsburg, West Virginia 25401  
Phone: (304) 267-4710 ■ Fax: (304) 267-8901 ■ E-mail: [info@easternwvhomebuilders.org](mailto:info@easternwvhomebuilders.org) ■ [www.easternwvhomebuilders.org](http://www.easternwvhomebuilders.org)

May 19, 2011

Ms. Patricia A. Noland, President  
Jefferson County Commission  
124 East Washington Street  
Charles Town, WV 25414

Dear President Noland:

The Eastern Panhandle Home Builders Association would like to provide the following comments regarding possible changes to the planning and building permit fees in Jefferson County and request they be entered into the record for the public hearing:

- For planning West Virginia Code states in § 8A-2-4 (a) (12) A schedule of fees to be charged which are proportioned to the cost of checking and verifying proposed plats. In other words the fees have to relate to the actual costs of checking and verifying-not other department costs or the general fund.
- The timing of these fee increases is very bad for the construction industry. Increasing costs means higher prices for housing and fewer citizens able to afford a home. It also means job losses and hurts the local economy.
- In some cases the fees are comparable to what private-sector engineering firms charge for their services.

Thank you for your consideration of these comments.

Sincerely,

David Hartley  
Executive Officer

**SPECIAL SESSION:**

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

At a Special Session of the County Commission of said County and State held at the Courthouse thereof on Friday, May 20, 2011, beginning at 9:30 o'clock a.m.

**PRESENT:** Commissioner Patricia Noland, President  
Commissioner Lyn Widmyer  
Commissioner Dale Manuel  
Commissioner Walt Pellish  
(Commissioner Frances Morgan absent from the canvass)

The County Commission of Jefferson County, sitting as a Board of Canvassers, met this 20th day of May, 2011 at 9:30 a.m. for the purpose of canvassing ballots cast in the May 14, 2011 Primary Election.

Jennifer Maghan, County Clerk, and Nikki Painter, from the County Clerk's office, were present and assisted with the Canvass.

Ms. Maghan led Canvassers and staff in the Pledge of Allegiance.

Ms. Maghan explained the canvassing procedures. The Board proceeded with the Canvass by reviewing each precinct one at a time, checking to make sure the counts were accurate and to review the provisional ballots from the polls. The Commission reviewed each provisional ballot to determine if the ballot could or could not be accepted to be counted. By random drawing, Precincts 20 and 21B ballots were counted by hand.

**Precinct 4A:**

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Marty Freeman	Widmyer	Manuel	✓		Poll Worker	Motion carried
Kyla Hamby	Manuel	Noland	✓		Absentee	Motion carried

**Precinct 4B:**

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Vivian Henry	Manuel	Widmyer	✓		Poll Worker	Motion carried
Janet Jeffries	Widmyer	Manuel	✓		Poll Worker	Motion carried

Precinct 13A:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Melodie Williams	Noland	Widmyer	✓		Poll Worker	Motion carried

Precinct 15:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Steven Crowe	Manuel	Noland	✓		Poll Worker	Motion carried

Precinct 17:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Barbara Blok	Manuel	Widmyer	✓		Poll Worker	Motion carried

Precinct 20:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Pamela Carroll	Manuel	Pellish	✓		Poll Worker	Motion carried

Precinct 21B:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Dorothy Ott	Widmyer	Noland	✓		Poll Worker	Motion carried
David Engle	Noland	Pellish	✓		Poll Worker	Motion carried

## Precinct 22A:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Elizabeth Stagner	Widmyer	Noland	✓		Poll Worker	Motion carried
Mercie Turner	Noland	Pellish	✓		Poll Worker	Motion carried

## Precinct 26:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Linda Fricke	Manuel	Noland	✓		Poll Worker	Motion carried

## Precinct 28:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Patricia Mills	Widmyer	Noland	✓		Poll Worker	Motion carried

## Precinct 31:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Cheryl Huff	Noland	Manuel	✓		Poll Worker	Motion carried
Sandra Moffett	Widmyer	Manuel	✓		Poll Worker	Motion carried
Antoinette Ringgold	Widmyer	Noland	✓		Poll Worker	Motion carried

## Precinct 33:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Delores Allen	Widmyer	Manuel	✓		Poll Worker	Motion carried
Otis P. Morgan	Widmyer	Noland	✓		Poll Worker	Motion carried

Precinct 34:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Janice Offutt	Noland	Widmyer	✓		Poll Worker	Motion carried
Amy Ringer-Flint	Widmyer	Noland	✓		Poll Worker	Motion carried
Beverly G. Turner	Manuel	Noland	✓		Poll Worker	Motion carried

Precinct 35A:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Alexander R. Cira	Noland	Manuel		✓	Not registered	Motion carried
Linda A. Cira	Noland	Manuel		✓	Not registered	Motion carried
Dan Cira	Widmyer	Noland		✓	Not registered	Motion carried

Precinct 35B:

NAME OF VOTER	Motion	Second	Accept	Reject	REASON ACCEPTED OR REJECTED	VOTE
Juliane Ford	Widmyer	Pellish	✓		Poll Worker	Motion carried
Florence Vickers	Noland	Pellish	✓		Poll Worker	Motion carried
Reba Weller	Manuel	Widmyer		✓	Voted outside party	Motion carried
Kenneth F. Lowe, III	Noland	Widmyer		✓	Voted outside party	Motion carried

The Counters finished their hand count of Precincts 20 and 21B votes at about 11:00 a.m.

The Commission was informed by the County Clerk that the ballot counts were accurate for Precincts 20 and 21B. Ms. Noland thanked the Counters for their time and effort and they were dismissed.

Motion by Mr. Manuel to adjourn. Motion seconded by Mr. Pellish. The motion was unanimously approved and the Jefferson County Commission, sitting as a Board of Canvassers, was adjourned at 11:04 a.m.

PATRICIA A. NOLAND, PRESIDENT

# **RESCHEDULED**

## **NOTICE JEFFERSON COUNTY COMMISSION CERTIFICATION OF PRIMARY ELECTION RESULTS**

The County Commission of Jefferson County, sitting as a Board of Canvassers, will Certify the Results of the May 14<sup>th</sup>, 2011 Primary Election, on Thursday, June 2<sup>nd</sup>, 2011, at 9:45 a.m.

The Certification will be held at the County Commission meeting room located at the Old Charles Town Library located at 200 East Washington Street, Charles Town, West Virginia 25414.

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

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

Name: Senator Herb Snyder

Department or Entity: Legislation

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

Date Requested – 1<sup>st</sup> Choice: June 2, 2011

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

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

Subject: **Presentation of Grant Award – Jefferson County Sheriff’s Department**

Please provide the County Commission with a description of your request or presentation, including any background information: **A \$23,000 Grant has been awarded to the Jefferson County Sheriff’s Department from the Community Participation Grant.**

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:	6/2/11
Appt Time or New Business:	10:00 a.m.

**AGENDA REQUEST FORM**

Name: Joe Cosentini, Acting City Manager

Department or Entity: City of Charles Town

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

Date Requested – 1<sup>st</sup> Choice: June 2, 2011

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

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

Subject: **Update on Stormwater management at Windmill Crossing**

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:

JEFFERSON COUNTY, WEST VIRGINIA

Engineering Department

116 East Washington Street

P.O. Box 716

Charles Town, West Virginia 25414

Phone: 304-728-3257

Fax: 304-728-3953

Email: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org)

May 20, 2011

City of Charles Town  
101 East Washington Street  
Charles Town, WV 25414

Attn: Honorable Mayor, Peggy A. Smith  
Council Person, Chet Hines  
Council Person, Sandy Slusher McDonald  
Council Person, Ann Paonessa  
Council Person, Mike Slover  
Council Person, Ruth McDaniel  
Council Person, MaryLois Gannon-Miller  
Council Person, Don Clendening  
Council Person, Rich Bringewatt  
Joe Cosentini, Acting City Manager  
Katie See, City Planner

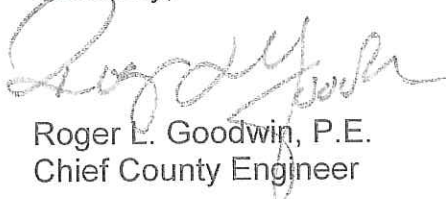
Re: Windmill Crossing Subdivision Stormwater Management

Dear Mayor Smith, Council Members and All,

At the Thursday, May 19, 2011, meeting of the Jefferson County Commission, I was directed to hand-deliver to each of you a copy of my April 28<sup>th</sup> letter that I sent to Katie See, City Planner, expressing my comments and concerns on the Windmill Crossing Subdivision's revised storm water management plan. The revised stormwater management plan is prepared by W.H. Gordon & Associates, Inc. for the proposed Tractor Supply Store site plan and the reconstruction of "Basin B". The letter is attached for your review.

If you have any questions, please feel free to contact me at 304-728-3257.

Sincerely,



Roger L. Goodwin, P.E.  
Chief County Engineer

attch.

C:  Jefferson County Commission  
 Tim Boyde, County Administrator

**JEFFERSON COUNTY, WEST VIRGINIA**

Engineering Department

116 East Washington Street

P.O. Box 716

Charles Town, West Virginia 25414

Phone: 304-728-3257

Fax: 304-728-3953

Email: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org)

April 28, 2011

City of Charles Town  
101 East Washington Street  
Charles Town, WV 25414

COPY

Attn: Ms. Katie See, City Planner

Re: Windmill Crossing Subdivision – Revised Stormwater Management Plan  
(JCPC File No. 03-01)

Dear Ms. See:

This letter is in response to the Windmill Crossing Subdivision/Tractor Supply Store site plan and stormwater management report you sent to me on April 15<sup>th</sup>, for review and comment. I reviewed the plans and report for compliance with Jefferson County's stormwater management regulations, and for the information that we typically require to be shown on the plans and in the report. My comments are as follows:

**Site Plan**

Prepared by: William H. Gordon & Associates, Inc.  
Dated: April, 2011  
Sheets: 01 thru 19

The site plan shows two separate stormwater management systems: "SWM System 1" to serve the Tractor Supply store; and "SWM System 2" to serve the Windmill Crossing Subdivision (replaces the existing "Basin B").

1. Sheet 04 – "Existing Conditions & Demolition Plan"

This plan sheet depicts the demolition of the existing Stormwater Management Basin "B" and appurtenances. However, it does not indicate how the existing section of storm sewer (EX 5 to EX 6) on the west side of Marlowe Road, is to be abandoned or removed. It is at Ex 6 that a new section of storm sewer is to be connected (see sheet 8) and installed across Marlow Road to the new "SWM System 2".

2. Sheet 05 – “Preliminary Plat”

This plan sheet delineates the proposed stormwater management easement for “SWM System 2”. Typically, the central stormwater management facility is located on a separate common area/lot, which is deeded over to the entity that will ultimately be responsible for operating and maintaining it. However, in this case, the “Basin B” lot is now being merged into Lots 11A & 15; and the revised stormwater management facility is to be located in an easement on both Lot 11A (Tractor Supply lot) and Lot 15.

The stormwater management easement should be granted by the developer/owner prior to transfer of ownership of any lot, and a deed of easement recorded in the County Clerk’s office. The easement will need to provide for right of access to the owner (the question remains as to who will be responsible for maintaining this system?) of the stormwater management system, and the deed book and page number for the easement needs to be shown on the plans. Under Jefferson County’s review system, the plans would not receive final approval until the engineer/surveyor of record has recorded the deed of easement at the County Clerk’s office.

3. Sheet 12 – “Storm Sewer Details”

This plan sheet shows the construction detail for the “SWM Facility #2 Outfall”. The detail is somewhat confusing in that it appears to depict a plan view and an elevation view. If the bottom section is an elevation view of the upper plan view, then a section line should be drawn on the plan view, at the location of the section, and the elevation view given that section notation. If this is all one plan view, then I am confused as to what is to be built. Please clarify.

Need to give dimension to “internal weir” location in the plan view and the thickness of the exterior and internal weir walls. The types of materials are not specified. Also, does the weir wall require any steel reinforcing? The detail appears to be incomplete.

In addition, I cannot find the location of the “SWM Facility #2” detail on any of the site grading and layout plans. Same name should be used on the site grading or layout sheet with a reference note to see the detail on sheet 12.

4. The engineer-of-record is required to provide a construction cost estimate for all stormwater management facilities for “SWM System 2”, in accordance with Jefferson County’s bonding policy. The developer is

required to post the construction bond before beginning any construction. This requirement was pointed out in a letter (see attached copy) sent to the developer's attorney, Peter Chakmakian, dated August 16, 2010, regarding his request for a time extension of the Sheetz store's occupancy permit.

### Stormwater Management Report

1. Jefferson County's stormwater management regulations in effect at the time of development and approval of the Windmill Crossing Subdivision require the following:
  - a) Stormwater Management Facility – provide for quality control along with quantity control of the 2-year and 10-year storm events, and safe passage of the 100-year storm event through the control structure. Pre-development discharge rates shall be adjusted with Karst factors per the regulations, and the post-development discharge shall not exceed the Karst adjusted pre-development discharge rates.
  - b) Storm Sewer System and Culverts - designed to carry the 10-year storm event.

The "Windmill Crossing Basin B Revision" report prepared by William H. Gordon & Associates, Inc., indicates that the revised system is designed based on these design criteria.

2. Incomplete information in report, as follows:
  - a) There are no post-development runoff curve number and time-of-concentration calculations for drainage areas 1,2 and 3, in Appendix A. Please provide the calculations or explain why not included.
  - b) There are no post-development time-of-concentration calculations for drainage areas 5, 6 and 7, in Appendix A. Please provide calculations or explain why not included.
3. On page 4 of the report, under "Existing Drainage Area Summary", "Drainage Area 3 (Offsite)", it states:

*Although there is a significant amount of imperviousness within this drainage area, it is assumed that stormwater management was provided on-site to reduce the flow down to that as if it was pre-development meadow condition."*

I visited the site on April 28, 2011, and did not find any evidence of stormwater management for the two older commercial sites on the east side of the Sheetz store. Therefore, they cannot be modeled as "meadow" in the post-development condition. The post-development runoff model needs to reflect the impervious area on these sites.

4. Since there is an area at the townhouses that is uncontrolled (DA #10), then the controlled area's discharge control structure is required to over-compensate for this; so that the sum of the two discharges for post-development conditions does not exceed the pre-development conditions. The report needs a discharge summary table for the 1, 2 10 and 100-year storm events that clearly shows that over-compensation is being provided. I suggest a table similar to the following example:

Overall Windmill Crossing Runoff to Study Points #1 & #2			
2-Year Storm Event			
	Study Point #1 (uncontrolled)	Study Point #2	Total
Pre-Development Peak Runoff			
Karst Adjustment Factor	0.33	0.33	
Karst Adj. Pre-Dev. Peak Runoff (the maximum allowable post-development run-off)			
Post-Development Peak Runoff			
Routed or Uncontrolled Post-Development Discharge			

5. I am not clear on how the Tractor Supply site factors into the total discharge from the overall part of this project. Is the post-development discharge from the Tractor Supply site included in the overall post-development vs. pre-development runoff summary? Please explain.
6. Provide information in the narrative of what type of on-going maintenance is required to properly maintain the storm water management facility and how access for this purpose is provided.
7. The original stormwater management plan was designed for a maximum of 70% impervious area on the commercial sites. If a commercial site stays under this percentage, then no additional stormwater management is required. The maximum 70% impervious area on commercial sites is a requirement of the Jefferson County Zoning Ordinance.

The redesign by William H. Gordon & Associates, Inc., provides for a maximum of 70% impervious area on the commercial lots no. 1 through 9 and the Sheetz store site on lot no. 10. The Sheetz store site is already at the 70% maximum limit. However, the redesign provides for a maximum of 90% impervious area on lot no. 11A (Tractor Supply store site) and lots no. 14 and no. 15. Since control is only being provided for the 1, 2 and 10-year storm events, this will result in an increase in runoff – compared to the original design - for any storm event greater than the 10-year storm event. Allowing the developer to increase the impervious area will exacerbate the downstream conveyance problem beyond that which already exists. Please address the issue of adequate downstream conveyance.

8. The developer submitted a redline revision to the preliminary plat, prepared by Resource International, LTD., that was approved on February 2, 2007, to provide additional on-site storm sewer system improvements and off-site downstream conveyance improvements. These improvements are still a requirement of the plans approved by Jefferson County. The report prepared by William H. Gordon & Associates, Inc. does not mention these improvements and whether or not they believe the downstream conveyance improvements are compatible with, and adequate for, the proposed system redesign. Please address this issue.
9. The revision to "Basin B" constitutes a redline revision to the Preliminary Plat plans approved by the Jefferson County Planning Commission and needs to be processed as such and bonded.
10. Jefferson County requires inspections and satisfactory as-built plans and certifications of the stormwater management facilities prior to release of the construction bond.

If you wish to discuss my comments and concerns, please feel free to contact me at 304-728-3257.

Sincerely,

Roger L. Goodwin, P.E.  
Chief County Engineer

Attch.

C: Jefferson County Commission  
Tim Boyde, County Administrator  
Rebecca Burns, Bonding Administrator

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

**AGENDA REQUEST FORM**

Name: County Commission

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

Estimation of amount of time needed for appointment: 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:

6-2-11

Appt Time or New Business:

10:45  
~~11:00~~ am

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

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. 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,

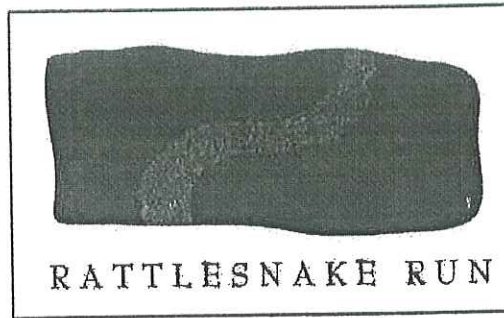
Patrician A. Noland, President  
Jefferson County Commission

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

RECEIVED

MAY - 6 2011

JEFFERSON COUNTY  
PLANNING, ZONING AND ENGINEERING

Cc Dave Pill, John Snyder, Judy Moore

May 3 2011

**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>6/2/11</u></p> <p>Appt Time or New Business: <u>11:00 am</u></p>
--

### AGENDA REQUEST FORM

Name: F. Mark Schiavone

Department or Entity: DCPM

Estimation of amount of time needed for appointment: 15 min

Date Requested – 1<sup>st</sup> Choice: 2 June 2011

Date Requested – 2<sup>nd</sup> Choice: 9 June 2011

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

**Subject:** Adoption of 4 impact fee studies and decision to proceed to public hearing on updated impact fee ordinances

**Please provide the County Commission with a description of your request or presentation, including any background information:** A public workshop and public hearing on the 4 draft impact fee studies were held on 4<sup>th</sup> and 12<sup>th</sup> of May, respectively. Written comments were received and a response from DCPM and the consultant to the School Impact Fee study were given to the County Commission. The Law Enforcement study was updated to include the most current trip generation data – the Fire & EMS study already included such.

**Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):** Move to approve the draft School | Law Enforcement | Parks & Recreation | Fire & EMS impact fee studies and to direct staff to proceed to update the associated ordinances and schedule a public hearing.

**Attachments:** Updated Law Enforcement Impact Fee Study.

# **Law Enforcement Impact Fees**

**December 2010**

**Department of Capital Planning and Management –  
Office of Impact Fees**

## **Contents**

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## 1.0 Executive Summary

This document updates the Jefferson County Law Enforcement Impact Fee from the impact fee study done in December of 2007. The maximum justifiable fee schedule for new residential and commercial land uses are presented in Table 1.

**Table 1. CY 2010 Maximum Justifiable Impact Fees**

<b>Residential Impact Fee</b>		
<b>Housing Type</b>	<b>PPH</b>	<b>Fee /1</b>
Single Family	2.63	\$279
Townhome/Duplex	2.01	\$213
Multi-family	1.98	\$210
<b>Non Residential Impact Fee</b>		
<b>Commercial Use Category</b>	<b>Adj Trip Ends</b>	<b>Fee /2</b>
Com/Shop Ctr 25,000 SF or less	24.27	\$378
Com/Shop Ctr 25,001 – 50,000 SF	22.51	\$350
Com/Shop Ctr 50,001 – 100,000 SF	19.69	\$307
Com/Shop Ctr 100,001 – 200,000 SF	17.05	\$266
Com/Shop Ctr over 200,000 SF	14.63	\$228
Office/Inst 10,000 SF or less	11.33	\$176
Office/Inst 25,001 – 50,000 SF	9.18	\$143
Office 25,001 – 50,000 SF	7.78	\$121
Office/Inst 50,001 – 100,000 SF	6.67	\$104
Office/Inst over 100,000 SF	5.69	\$89
Business Park	6.38	\$99
Light Industrial	3.49	\$54
Warehousing	1.78	\$28
Manufacturing	1.91	\$30

**Notes**

/1 Expressed as fee per dwelling unit

/2 Expressed as fee per 1,000 square feet usable space

### 1.1 Trends Driving the Fee Schedule

Relative to the 2007 fee study, the law enforcement impact fee schedule is higher for both residential and nonresidential development. There are a number of factors which serve to increase or decrease the fee schedules:

- The capitalization of the Sheriff's inventory is significantly higher than in 2007. There is \$1.28 million more invested in police cruisers and the equipment required to outfit them relative to the inventory in 2007.
- Commercial demand, as jobs within specific commercial categories, have increased in all sectors (refer to Appendix 1 and overall economic summaries from the West Virginia Bureau of Employment Programs). Beyond this increase, the number of calls for emergency law enforcement service to commercial establishments has increased relative to the 2004 study. Since the previous study, several major commercial ventures have

been completed in the county and these appear to have driven this increase in law enforcement calls to non-residential addresses.

Thus, although both residential population and non-residential vehicular trips have increased, the value of the Sheriff's assets increased at a greater pace, driving the fee calculations up relative to their place in 2007. There was also a shift in the calls to addressable locations, with more calls coming from non-residential addresses in 2010 relative to 2007. This fact shifted much of the increase toward the non-residential component while the residential fee saw only a modest rise relative to the 2007 fee calculation.

## **1.2 What are Impact Fees?**

Impact fees are one-time payments that may be assessed by a locality to offset the costs associated with providing necessary public services. Impact fees for the County are proportionate and reasonably related to the capital facility service demands of new development. The fee methodologies establish that the fees will substantially benefit new development. The County's impact fee methodology also identifies the extent to which newly developed properties are entitled to various types of credits to avoid potential double payment of capital costs.

TischlerBise, Inc. (formerly Tischler & Associates) had previously evaluated possible methodologies and documented appropriate demand indicators by type of development, for each type of fee. Specific capital costs have been identified using local data and current dollars. The formula used to calculate each impact fee is diagrammed in Figure 1. Also, for each type of fee the report includes a summary table indicating the specific factors used to derive the impact fee. These factors are also referred to as Level-Of-Service (LOS) standards. This current study utilizes the same approach previously applied by TischlerBise.

## **1.3 How are Impact Fees Calculated?**

There are three basic approaches used to evaluate the various components of Jefferson County's impact fees. A **plan-based method** is best suited for public facilities that have adopted plans or commonly accepted service delivery standards to guide capital improvements. This method is not used in the Law Enforcement Impact Fee.

The **incremental expansion** methodology documents the current Level-Of-Service (LOS) for each type of public facility in both quantitative and qualitative measures. LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, Jefferson County will not use the funds for renewal and/or replacement of existing facilities. Rather the County's intent is to use impact fee revenue to expand or provide additional facilities, as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments, with LOS standards based on current conditions in the community. This methodology is used to calculate all components of the Law Enforcement Impact Fee.

A third method, known as the **buy-in approach**, is based on the rationale that new development will pay for its share of the useful life and remaining capacity of recently constructed facilities. This methodology is not used in this report.

Another general requirement that is common to impact fee methodologies is the evaluation of credits. There are several types of credits that have been considered. First, a **future revenue credit** has been evaluated to avoid potential double payment for capital facilities through on-going revenues that may fund system improvements. For example, this type of potential double payment may occur if facilities are bond financed.

The second type of credit is a **site-specific credit** for system improvements that have been included in the impact fee calculations. Policies and procedures related to site-specific credits for system improvements are addressed in the ordinance that establishes the County's fees. However, the general concept is that developers may be eligible for site-specific credits or reimbursements only if they provide system improvements that have been included in the impact fee calculations. Project improvements normally required as part of the development approval process are not eligible for credits against impact fees.

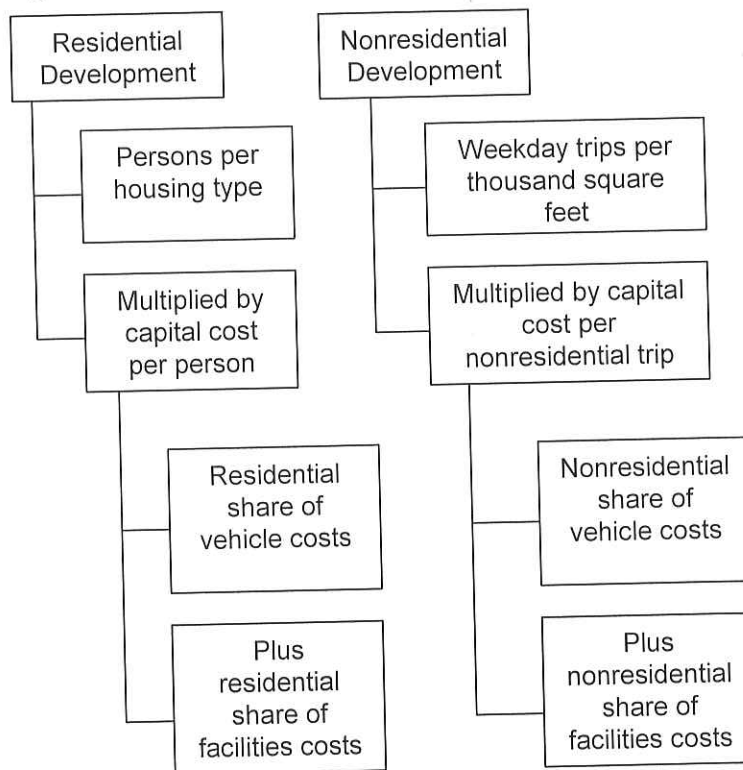
The Law Enforcement Impact Fee Calculations are entirely based on the incremental expansion approach. There are no general obligation bonds or excess levies for the benefit of Law Enforcement and all funding for law enforcement capital expenses has historically come from general revenue funds, thus there are no credits to consider in any of the fee calculations. The impact fees are based on a countywide service area, although the five incorporated municipalities presently maintain separate law enforcement agencies and by ordinance this fee only applies to the unincorporated portions of the county. Fees for residential development are assessed per housing unit and are collected prior to issuance of a building permit. For nonresidential development, the fees are assessed per thousand square feet of floor area and are also collected prior to issuance of a building permit.

## **2.0 Base Data**

The incremental expansion methodology has been used to determine impact fees for law enforcement including facilities and vehicles for the Sheriff's Office. As shown in Figure 1, the Law Enforcement Impact Fee uses different demand generators for residential and nonresidential development. Residential impact fees are calculated on a per capita basis and then converted to an appropriate amount by type of housing using household size multipliers. To calculate nonresidential impact fees, TischlerBise had previously recommended using nonresidential vehicle trips as the best demand indicator for Sheriff facilities, vehicles, and communications equipment. That approach was continued in this study.

In addition to the demand generators, discussed above, the other set of base data are the capital inventories for law enforcement. This includes the Sheriff's vehicle and facilities inventories.

**Figure 1. Law Enforcement Impact Fee Methodology Chart**



## 2.1 Demand Generators

The demand generators for either residential or nonresidential construction are first determined and then proportioned in a manner which reflects the Sheriff's workload.

- Discussions with the Sheriff's office indicate that roughly 50% of all time and resources are spent responding to criminal and traffic calls for service, with the remaining 50% being spent on calls for service related to civil processing.
- Of all criminal and traffic calls (50% of total workload), 67% are spent on calls to residential addresses (down from 87% in 2007) while 33% are spent on calls to nonresidential addresses (up from 13% in 2007). This proportioning is of the total calls to physical addresses and omits calls for roadside service since these cannot be allocated to either residential or nonresidential development (a person could be on their way to work or home or passing through the county).

These proportions are outlined in Table 2.

**Table 2. Law Enforcement Demand Breakdown**

		multiplier	
Total Workload /1	100%		100.0%
Criminal/Traffic	50%		
of which residential		67%	33.5%
of which non-residential		33%	16.5%
Civil	50%		
of which residential		100%	50.0%

**References**

/1 Memo from E. Maloney - Sheriff's Department. Analysis of January to Nov 2010 workload.

Table 3 lists the base generators for residential (number of residents) and nonresidential (number of nonresidential vehicular trips) for CY 2010. The methodology for calculating the nonresidential trips is presented in Appendix 1.

**Table 3. Base Generators for 2010**

<b>Population Base Data</b>	<b>Value Note</b>
2009 County Population	52,750 /1
2010 Non Residential Trips	74,628 /2

**References**

/1 American Fact Finder - US Census. Accessed on 1 Dec 2010  
 /2 Appendix 1.

**2.2 Law Enforcement Capital Inventory**

The Sheriff's capital inventory includes two major groups: facilities and vehicles. Since 2007 there has been a significant increase both in the number of law enforcement vehicles and in the cost to replace them. Over time each law enforcement vehicle requires more sophisticated electronics and recording equipment, raising the vehicle replacement cost. The Sheriff's land and building inventory has remained unchanged relative to the 2007 study.

**Table 4. Sheriff's Facilities Capital Inventory**

	<i>Square Feet</i>	<i>Cost/SF*</i>	<i>Cost</i>	<i>Notes</i>
Sheriff's Building - Bardane	15,000	\$ 250	\$ 3,750,000	/1
Blue Ridge Community Facility	1,000	\$ 115	\$ 115,000	/2
<b>Total Cost</b>			<b>\$3,865,000</b>	<b>/3</b>

**References**

/1 Building sited on 2.51 acres. Cost is actual total acquisition and construction costs.  
 /2 Building replacement cost is an estimate  
 /3 Data verified by Lt. Hansen, JCSD, November 2010

**Table 5. Sheriff's Vehicle Capital Inventory**

<i>Vehicle</i>	<i># Units in Service FY 2011</i>	<i>2011 Replacement Cost /2</i>	<i>Total Cost FY 2011</i>	<i>Ref (A, B or C)</i>
Ford Crown Victoria	31	\$55,150.00	\$1,709,650.00	C
Ford Explorer	9	\$52,744.00	\$474,696.00	C
Jeep Cherokee	3	\$54,340.00	\$163,020.00	C
Chevrolet Motorhome	1	\$155,000.00	\$155,000.00	C
BMW 5401	1	\$6,500.00	\$6,500.00	C
Buick Leasbre	1	\$5,000.00	\$5,000.00	C
Chrysler Concorde	1	\$3,000.00	\$3,000.00	C
Ford Taurus	1	\$47,043.00	\$47,043.00	C
Dodge Durango	3	\$27,059.00	\$81,177.00	C
<b>Total Vehicles</b>	<b>52</b>		<b>\$2,645,086.00</b>	

**Additional Law Enforcement Items**

<i>Item</i>	<i># Units in Service FY 2011</i>	<i>2011 Replacement Cost /2</i>	<i>Total Cost FY 2011</i>	<i>Ref (A, B or C)</i>
Traffic Monitoring Cam	6	\$24,100.00	\$144,600.00	A
<b>Total equipment</b>	<b>6</b>		<b>\$144,600.00</b>	
<b>Total Asset Value</b>			<b>\$2,789,686.00</b>	

**References**

- 2010 vehicle inventory provided by Lt. Hansen, Sheriff's office [CTS ID 3093]
- (A) Recent purchase (within past year)
- (B) Vendor quote
- (C) Insurance estimate of replacement cost

**2.2 Consultant Study**

The current study as well as the previous fee study were conducted in-house using staff of the Jefferson County Commission. The current best practice is to engage a fee study consultant at some point in the fee update cycle in order to introduce any new best practices. Since nearly 7 years has passed since the last consultant-generated fee recalculation, it is appropriate to include that future cost at this time.

The cost for a study in three years is estimated to be \$10,000. This amount is allocated to the projected increase in population and non-residential trips over the next three years. The US Census Bureau estimated the 2006 population of Jefferson County at 52,750 and the population estimate for 2009 was 50,960. Assuming the past 3-year trend continues for the next three years, this yields a 3-year population increase of 2,060 persons. During the same time, staff project an additional 6,607 non-residential vehicular trips. Taken

together, these additional increments (8,667) divided by the estimated future study cost of \$10,000 result in a study cost per person or non-residential vehicular trip to be \$0.86.

### 3.0 Fee Calculations

Fees are calculated by relating the demand generators to the capitalized costs for facilities and vehicles. The results of these calculations are presented in Table 6. The data from Table 6 serves as the source for the final calculated maximum justifiable fees, expressed per housing unit type or commercial use category. Those data are presented in Table 7, which is a duplicate of the data in Table 1. A detailed explanation of the methodology follows these tables.

**Table 6. Fee Calculations – Demand Unit Costs**

Category	Demand Unit Cost		Demand Unit Break Down		
	Per Person	Per Trip	Civil	Criminal/Traffic	
			Residential	Residential	Non Residential
Facilities	\$61.18	\$8.55	\$36.64	\$24.55	\$8.55
Vehicles	\$44.16	\$6.17	\$26.44	\$17.72	\$6.17
Consultant Study	\$ 0.86	\$ 0.86			
<b>Totals</b>	<b>\$106.20</b>	<b>\$15.57</b>			

**Table 7. Fee Calculations - Maximum Justifiable Impact Fees**

Residential Impact Fee		
Housing Type	PPH	Fee /1
Single Family	2.63	\$279
Townhome/Duplex	2.01	\$213
Multi-family	1.98	\$210
Non Residential Impact Fee		
Commercial Use Category	Adj Trip Ends	Fee /2
Com/Shop Ctr 25,000 SF or less	24.27	\$378
Com/Shop Ctr 25,001 – 50,000 SF	22.51	\$350
Com/Shop Ctr 50,001 – 100,000 SF	19.69	\$307
Com/Shop Ctr 100,001 – 200,000 SF	17.05	\$266
Com/Shop Ctr over 200,000 SF	14.63	\$228
Office/Inst 10,000 SF or less	11.33	\$176
Office/Inst 25,001 – 50,000 SF	9.18	\$143
Office 25,001 – 50,000 SF	7.78	\$121
Office/Inst 50,001 – 100,000 SF	6.67	\$104
Office/Inst over 100,000 SF	5.69	\$89
Business Park	6.38	\$99
Light Industrial	3.49	\$54
Warehousing	1.78	\$28
Manufacturing	1.91	\$30

**Notes**

/1 Expressed as fee per dwelling unit

/2 Expressed as fee per 1,000 square feet usable space

### **3.1 Fee Calculation Methodology**

The **Demand Unit Cost** expressed as *Per Person* for facilities and vehicles constitutes the total *per person* cost of law enforcement. These values serve to ultimately calculate the Law Enforcement Impact Fee for each residential dwelling unit type, based on the average persons per household for those dwelling types. Conversely, the *Per Trip* costs for facilities and vehicles constitute the total *per nonresidential vehicular trip* cost of law enforcement. These values serve to calculate the Law Enforcement Impact Fee for each commercial use category (for a set of predefined uses) and also serve as the base of any custom commercial fee calculations. The commercial fee schedule is calculated by relating the per vehicular trip cost to the number of weekday vehicular trips associated with each commercial use. The trip numbers are adjusted since traffic engineers count entry and exit to a property as two separate trips, thus the minimum trip adjustment is 50%. For commercial land uses that tend to capture on-property trips, such as large shopping centers, the adjustment is higher.

#### **3.1.1 Residential Fee Calculations**

The per person costs of \$61.81 for facilities and \$44.16 for vehicles presented in Table 6 are derived as follows:

- The per person cost for vehicles or facilities is the sum of the residential civil component plus the residential criminal component. These are the third and fourth columns, respectively, in Table 6.
- The residential civil component (third column, Table 6) is the total capitalization of either facilities or vehicles (from Table 4 and Table 5) multiplied by the value of 50% as presented in Table 2 (recall that half of the Sheriff's work load is in responding to civil matters and that all of those calls are residential). Finally, this value is divided by the total county residential population from Table 3 to yield the cost per person for the civil component of facilities or of vehicles.
- The residential criminal component (fourth column, Table 6) is calculated in a similar manner with the exception that it is the product of the total capitalization of either facilities or vehicles multiplied by the value of 33.5% (from Table 2). This product is again divided by the total residential population to yield the cost per person for the criminal component of either facilities or of vehicles.

#### **3.1.2 Nonresidential Fee Calculations**

- For the nonresidential criminal component, the values in the fourth column of Table 6 are derived by multiplying the total capital costs for either vehicles or facilities (from Table 4 and Table 5) by the value of 16.5% from Table 2 (this is the product of the ratio of civil calls to commercial vs. residential addresses times the 50% workload for criminal vs. civil calls). This value is divided by the total number of nonresidential vehicular trips expressed in Table 3.
- There is no nonresidential civil component as previously discussed.

## Appendix 1. Non-Residential Weekday Trips

Table 8. Base Data for Non Residential Weekday Trips - Projected for 2010

Land Use	Knowns			Calculated Values				
	Wkly Trip Ends Per 1000 sq ft	Square Feet per employee	2010 Jobs	Total Floor Area (IxJ)	Total Floor Area per 1000 (J)	Total Trips/Floor Area (J*F)	Trip Adjustment	Total Daily Trips
<b>Comm Shop Ctr (820)</b> 100K gross leasable area	68.17	450	6,610	2974500	2974.5	202771.665	32%	64887
<b>General Office (710)</b> 10K gross leasable area	22.64	228	2,786	635106.67	635.1067	14378.8149	50%	7189
<b>Light Industrial (110)</b>	6.97	433	1,691	732251.11	732.2511	5103.79024	50%	2552
	/1	/2	/3	/4	/5	/6	/7	<b>74628</b> /8

**References**

- /1 Wkly Trip Ends Per 1,000 sq ft - Table 1 - memo dated 3 June 2004 from Chris Cullinan, T&A.
- /2 From ITE Trip Generation, 7th edition.
- /3 Data from CY2010 Q1 worksheet using First Quarter FY 2010 BEP data
- /4 Calculated value - product of Square feet per employee and 2010 Jobs.
- /5 Calculated value - Total Floor Area divided by 1000.
- /6 Calculated value - product of Total Floor Area per 1000 and Weekly Trip Ends per 1000 sq ft.
- /7 Trip Adjustment - Table 2 - memo dated 3 June 2004 from Chris Cullinan, T&A. Original source data from ITE Trip Generation, 6th Edition.
- /8 Calculated value - Total Trips per floor area divided by trip adjustment.

Table 8 data source is Microsoft Excel Workbook 2010 12 03 BEP Data.xls

## Appendix 2. Fee Schedule History

Table 9. Law Enforcement Impact Fee Schedule History.

Residential Impact Fee Housing Type	2005	2006	2007	2008	2011
	/1	/2	/2	/1	/3
	Impact Fee per Dwelling Unit				
Single Family	\$120	\$127	\$135	\$262	\$279
Town home/Duplex	\$92	\$105	\$112	\$200	\$213
Multi-family	\$90	\$105	\$112	\$197	\$210
<b>Non Residential Impact Fee</b>	<b>Impact Fee per 1,000 square feet gross usable floor area</b>				
<b>Commercial Use Category</b>					
Com/Shop Center 25,000 SF or less	\$214	\$226	\$241	\$126	\$378
Com/Shop Center 25,001 – 50,000 SF	\$198	\$209	\$223	\$117	\$350
Com/Shop Center 50,001 – 100,000 SF	\$172	\$182	\$194	\$101	\$307
Com/Shop Center 100,001 – 200,000 SF	\$148	\$156	\$166	\$87	\$266
Com/Shop Center over 200,000 SF	\$127	\$134	\$143	\$75	\$228
Office/Inst 10,000 SF or less	\$99	\$105	\$112	\$58	\$176
Office/Inst 10,001 – 25,000 SF	\$80	\$84	\$89	\$47	\$143
Office/Inst 25,001 – 50,000 SF	\$68	\$72	\$77	\$40	\$121
Office/Inst 50,001 – 100,000 SF	\$58	\$61	\$65	\$34	\$104
Office/Inst over 100,000 SF	\$49	\$52	\$55	\$29	\$89
Business Park	\$56	\$59	\$63	\$33	\$99
Light Industrial	\$30	\$32	\$34	\$18	\$54
Warehousing	\$22	\$23	\$25	\$13	\$28
Manufacturing	\$17	\$18	\$19	\$10	\$30

**Note:**

/1 Fee Study.

/2 Annual Inflation Adjustment.

/3 Proposed new fee schedule for CY 2011 –this study.

	School		Law	Parks/Rec	Fire/EMS	Total Residential Fee		Relative to Current Fee
	Option 1	Option 2				Option 1	Option 2	
<b>Single Family</b>	13,451		279	587	770	15,087	2,017	
<1500 sq ft		12,168					13,804	734
1501-2500 sq ft		16,176					17,812	4,742
2501-3500 sq ft		18,752					20,388	7,318
>3500 sq ft		20,650					22,286	9,216
<b>Duplex/Townhome</b>	6,854		213	449	588	8,104	8,104	(1,764)
<b>Multifamily Apt</b>	4,442		210	442	580	5,674	5,674	(1,920)
<b>Manufactured SW</b>	10,940		279	587	588	12,394	12,394	(676)

<p>Commission Office Use Only</p> <p>Date on Agenda: <u>6/2/11</u></p> <p>Appt Time or New Business: <u>11:15am</u></p>
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AGENDA REQUEST FORM

Name: Ronda Lehman

Department or Entity: Blue Ridge Watershed Coalition

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: June 2, 2011

Date Requested – 2<sup>nd</sup> Choice: None

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

**The Blue Ridge Watershed Coalition hopes to receive the Commission’s support for a grant proposal that is due on June 3<sup>rd</sup>.**

**Subject: Request for County Commission support for a grant proposal and match funding.**

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

**The Blue Ridge Watershed Coalition has been formed by citizens who participated in the County Commission funded “Blue Ridge Mountain Communities Area Watershed Plan” from 2009 through December 2010. The Coalition hopes to continue the work that was started under this plan.**

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

**The Jefferson County Commission supports the efforts of the Blue Ridge Watershed Coalition to obtain grant funding for a road maintenance and storm water management planning project on the Blue Ridge Mountain in Jefferson County. The Commission authorizes President Patricia Noland to sign the provided letter of support and will allow mountain stream water quality sampling funding to be used as an in kind match for the grant proposal.**

Attachments:

- Proposed letter of support to the National Fish and Wildlife Foundation**
- Blue Ridge Watershed Coalition Mission Statement**

# Blue Ridge Watershed Coalition

## Mission Statement

Draft May 19, 2011

The Blue Ridge Watershed Coalition was formed from the Vision Statement of the Blue Ridge Mountain Communities Area Watershed Plan "Future of the Mountain: A Common Vision for the Jefferson County Blue Ridge Mountain Communities Area." (appended)

The goals of the Coalition are:

- monitoring, protecting, and restoring water quality in the Blue Ridge watershed of Jefferson County;
- reducing nutrients and sediment in the Blue Ridge watershed of Jefferson County and ultimately in the Chesapeake Bay;
- obtaining funds to achieve effective and long-term solutions;
- educating citizens about the natural environment and how they can have a positive impact on our watershed and ultimately the quality of the Chesapeake Bay;
- honoring the common vision outlined and any new concerns of the residents of the Blue Ridge communities of Jefferson County; and
- preventing any future necessity for any public water or sewage systems by preserving and improving the current private water sources, wells, and septic systems along the Blue Ridge of Jefferson County.

**DRAFT**

June 2, 2011

*(See original on  
letterhead - front  
of notebook)*

Ms. Amanda Bassow  
Program Director, Chesapeake Program  
National Fish and Wildlife Foundation  
1133 15th Street., NW Suite 1100  
Washington, DC 20005

Dear Ms. Bassow,

The Jefferson County Commission provided the match funding for our Planning Commission's Chesapeake Bay Small Watershed Grant proposal in 2009. The grant allowed our Planning Department to work with citizens on the Blue Ridge in Jefferson County to create a shared vision for preserving and protecting the mountain streams that flow into the Shenandoah River in West Virginia.

The success of this project has led citizens who became involved in the project to create the Blue Ridge Watershed Coalition for the purpose of furthering the goals and objectives identified in community outreach meetings last year.

The Coalition is applying for additional grant funding to implement section 5.2 of the Engineering Report addendum to the Blue Ridge Mountain Communities Area Watershed Plan. This called for an "inventory of current road systems that includes roads, culverts, stream crossings, wet areas, and steep slopes" and "evaluate existing drainage features to serve as outlets for storm water conveyance".

The Jefferson County Commission supports the Blue Ridge Watershed Coalition's efforts and will be funding the necessary stream monitoring program as a match for the grant proposal.

Thank you,

Patricia Noland, President  
Jefferson County Commission

<p>Commission Office Use Only</p> <p>Date on Agenda: <u>6/2/11</u></p> <p>Appt Time or New Business: <u>11:30 AM</u></p>
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**AGENDA REQUEST FORM**

Name Teresa Warnick

Department or Entity: Family Resource Network/Teen Court

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

Date Requested – 1<sup>st</sup> Choice: June 2, 2011

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

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

Subject: Teen Court in Jefferson County

Please provide the County Commission with a description of your request or presentation, including any background information: Approve \$5.00 fee to fund Teen Court in Jefferson County

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): Move to adopt a mandatory fee of up to \$5.00 to be assessed as provided in West Virginia Code §49-5-13d. Assessments collected by the Clerk of the Court pursuant to this subsection shall be deposited into an account specifically for the operation and administration of a teen court program. The Clerk of the Court of conviction shall collect the fees established in this subsection and shall remit the fees to the teen court program. Any mandatory fee established by a county commission or city council in accordance with the provisions of this subsection shall be paid by the defendant on a judgment of guilty or a plea of nolo contendere for each violation committed in the county or municipality of any felony, misdemeanor or any local ordinance, including traffic violations and moving violations but excluding municipal parking ordinances.

Attachments: Jefferson County Teen Court Plan

## RESOLUTION SUPPORTING TEEN COURT

**WHEREAS**, West Virginia code 49-5-13(d) was amended to authorize counties to adopt a mandatory fee when a county elects to institute a Teen Court Program, to fund that program; and

**WHEREAS**, West Virginia code 49-5-13(d) now provides "Each county that operates or wishes to operate, a Teen Court Program as provided in this section is hereby authorized to adopt a mandatory fee of up to Five Dollars to be assessed as provided in this subsection. Assessments collected by the Clerk of the Court pursuant to this subsection shall be deposited into an account specifically for the operation and administration of a Teen Court Program. The Clerk of the Court of conviction shall collect the fees established in this subsection and shall remit the fees to the Teen Court Program. Any mandatory fee established by the County Commission in accordance with the provisions of this subsection shall be paid by the Defendant on a judgment of guilty or a plea of nolo contendere for each violation committed in the County of any traffic regulation or law of the road established under the provisions of Chapter 17-C of this Code or any local ordinance;" and

Accordingly, it is ADJUDGED, ORDERED AND DECREED that a Mandatory Fee is established in accordance with the provisions of West Virginia Code 49-5-13(d) in the amount of Five and 00/100 Dollars (\$5.00) to be paid by the Defendant on judgment of guilty or a plea of nolo contendere for each violation committed in the County of any traffic regulation or law of the road established under the provisions of Chapter 17-C of the Code or any local ordinance, and that the Clerk of the Court shall collect the fee established hereby and shall remit the fees to the Jefferson County Teen Court Program.

The Clerk of the County Commission of Jefferson County is directed to forward a certified copy of this Order to the Clerk of the Circuit Court of Jefferson County, West Virginia, the Clerk of the Magistrate's Court of Jefferson County, West Virginia, the Clerk of the Municipal Court for the City of Charles Town, West Virginia and the Clerk of the Municipal Court of Jefferson County, West Virginia.

Upon a motion of \_\_\_\_\_, seconded by \_\_\_\_\_,  
the order pertaining to the Teen Court Fee is approved and adopted by the County  
Commission of Jefferson County, West Virginia.

\_\_\_\_\_  
Patricia A. Noland, President

\_\_\_\_\_  
Dale Manuel, Commissioner

\_\_\_\_\_  
Frances Morgan, Commissioner

\_\_\_\_\_  
Lyn Widmyer, Commissioner

\_\_\_\_\_  
Walt Pellish, Commissioner



Any mandatory fee established by a county commission or city council in accordance with the provisions of this subsection shall be paid by the defendant on a judgment of guilty or a plea of nolo contendere for each violation committed in the county or municipality of any felony, misdemeanor or any local ordinance, including traffic violations and moving violations but excluding municipal parking ordinances.

Attachments: **Jefferson County Teen Court Plan**

# Jefferson County Teen Court

A PROGRAM OF:

The Family Resource Network of the Panhandle

and

United Way of the Panhandle



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Crime affects everyone in the United States in some way as approximately 12 million crimes are committed each year. In 2008, there were 6,318 arrests for every 100,000 youths ages 10 through 17 in the United States (Office of Juvenile Justice and Delinquency Prevention, 2010). Teen court programs seek to address this issue.

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*There were 2,244 reported juvenile crimes in the state of West Virginia in 2009*

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## **Introduction**

The purpose of this document is to discuss the rationale for the development of a nonprofit organization, Jefferson County Teen Court. This program will initially be supported by the Family Resource Network of the Panhandle (FRN) and the United Way of the Panhandle. The Family Resource Network of the Panhandle has applied for two grants to support start up costs of the program including the Randy Smith and Eastern Regional Block Grant. The FRN has also received a \$1,000 dollar grant from the West Virginia Teen Court Association.

Many policy makers perceive teen court to be “less expensive than juvenile court, it provides needed community service hours for nonprofit organizations, and it is assumed to be more beneficial than doing nothing at all” (Harrison, Maupin, & Mays, 2001) Teen court programs accept offenses that are generally classified as status offenses or misdemeanors including infractions such as shoplifting, vandalism, possession of alcohol, curfew violation, possession of tobacco and in some instances fighting.

Teen court programs are funded primarily by grants and community support. The majority of individuals involved in the teen court process are volunteers; as such there is limited cost involved. Teens fill the roles of prosecutor, defense, bailiff, and jury. The teen attorneys are

trained by local attorneys volunteering their time. Local members of the West Virginia Bar Association serve as the 'judge' presiding over the dispositional hearing.

### Literature Review

Teen court serves as an intervention and diversion program for first time youthful offenders who are charged with a misdemeanor or status offense. This program provides youthful offenders between the ages of 11 and 18 with a second chance. According to the National Youth Court Database the number of teen courts has risen dramatically, in 1994 there

West Virginia
➤ \$1,119.23/year per probationer
➤ \$246.57/ day to house a youth in a secure facility
➤ \$90,000 /year to house a youth in a secure facility

were only 78 programs in operation; as of March, 2010, there were over 1,050 programs in 49 states and the District of Columbia (2010). These programs have become an efficient, cost effective and popular alternative for many youth offenders (Forgays & DeMilio, 2005).

According to Pearson and Jurich “the average cost of youth court programs are estimated at \$430 per youth served and \$480 per youth successfully completing a sentence” as compared to the high cost of participating in the traditional system (2005). In West Virginia the average cost for one probationer is \$1,119.23 per year (West Virginia Division of Probation). To house one juvenile in a secure detention setting costs \$246.57 per day, an astonishing ninety thousand dollars per year (West Virginia Division of Juvenile Services).

Teen courts focus on first-time offenders, according to Forgays and DeMilio 87% of peer courts never or rarely accept offenders with a previous arrest record (2005). Teen court program across the country are run by schools, police departments, nonprofit groups, probation offices

and even held by circuit court judges. The number of youth courts varies by census region, with the majority operating in the south and western regions (Pearson & Jurich, 2005).

Teen courts are beneficial to youth offenders, volunteers, and the community. Youth offenders and volunteers get the opportunity to see the juvenile justice system first hand. For youth offenders they can do this without being adjudicated in the juvenile system, giving them a second chance. Volunteers and offenders have the opportunity to learn about the law, develop public speaking skills, and “pro-social leadership through hands-on experience” (Pearson & Jurich, 2005).

### **Restorative Justice**

Teen court is founded on the principle of restorative justice, simply restoring the harm and repairing broken trust. Restorative justice is multifaceted placing the focus on offender accountability and repairing the harm caused by the crime. This method focuses on the needs of the victim and offender. Victims are given the opportunity to speak or write a letter to be presented at the dispositional hearing. Another component of restorative justice is reengagement in the community; this is often accomplished by requiring youth offenders to participate in a future teen court jury. These sentences link accountability with social action (Forgays & DeMilio, 2005).

### **Rapid Response**

Teen courts are able to place more focus on minor or first time offenders. According to Patrice Lockhart as cited by Caplan “referring kids [to peer courts] lets us do more than just slap them on the wrist” (2005). One of the key characteristics of the teen court model is the rapid

response time. Generally only two to four weeks pass from the time the youth is charged with an offense to the dispositional hearing. Completion of the dispositional requirements is generally completed within 90 days. The traditional system often takes months to just to reach the dispositional stage.

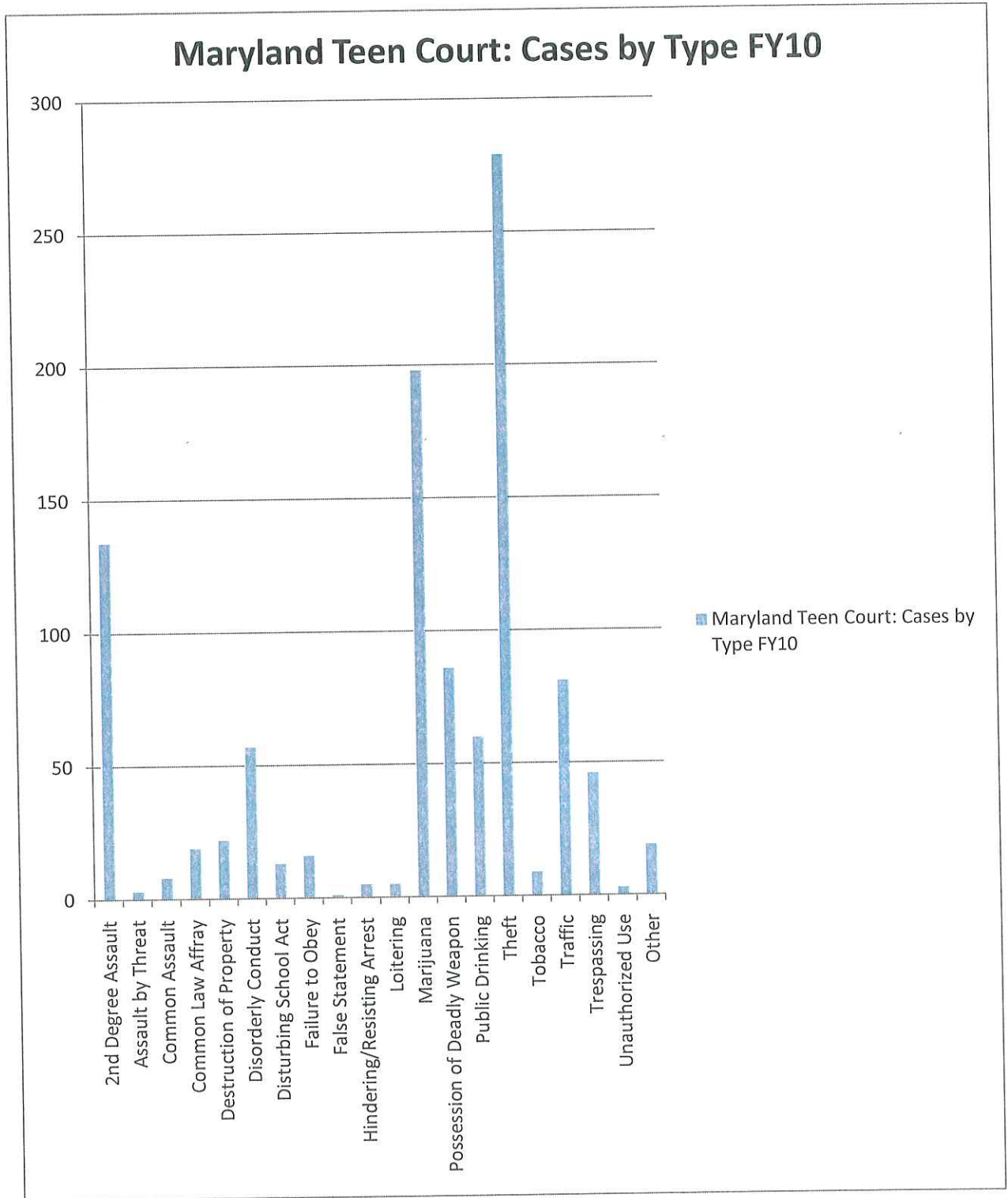
The peer court model “is more attuned to teenager’s moral development, conveying not just that there are consequences for their behavior but also that society cares about them” (Caplan, 2005). Based on the assumption that teens are more receptive to sanctions by their peers Forgays and DeMilio postulate that “a peer-mandated sentence has greater potential to control the offender’s future behavior than one handed down by adults” (Forgays & DeMilio, 2005).

## **Research**

The American Youth Policy Forum conducted a study of 327 peer courts programs from October 2003 to October 2004 (Pearson & Jurich, 2005). 37,277 youth were served by the 327 programs overall. According to the study results 34,083 of the 37,277 youth completed the imposed sanction successfully, an 89% completion rate. Several programs in the study reported a 10% recidivism rate. The Indiana Department of Corrections defines recidivism as “a return to incarceration within three years of the offenders’ date of release from the state correctional institution”. In 2008 they reported a recidivism rate of 35.9% for youth who participated in the traditional juvenile justice system

The Maryland Teen Court Association reports 1080 adjudicated cases in the teen court program fiscal year 2010. Of those adjudicated youth there was an 89.17% completion rate. They had over 27,000 community service hours completed as a part of sentence requirements.

Maryland teen courts hear many types of cases from possession of marijuana to trespassing.



For 16-year-old "Jonathan," the San Diego Teen Court program was a chance to avoid a permanent record following an arrest for petty theft. At first, he thought Teen Court was merely "a younger person's justice system." He did not realize how serious the punishments could be or how his peers would impose the consequences. Jonathan was impressed with the way the program was organized. He thought it was good for first-time offenders who had not done anything before, claiming the program can "wake them up." Jonathan says that the experience of being a defendant in Teen Court helped him realize "what was really going on in the world and that my actions impact others." He understood that he needed to be held accountable for his actions, and believed that Teen Court was a "cool" way of helping him recognize his mistakes. Jonathan was sentenced to participate as a jury member in two future Teen Court cases. The jury gave him a relatively light sentence because, prior to coming to Teen Court, he had already written an apology letter. He currently performs community service, and has shown remorse. He thinks his sentence was fair and believes that Teen Court's sentences are generally fair: unlike in Juvenile Court, defendants have no permanent record. For Jonathan, participating as a jury member in the Teen Court process was the most powerful part of the process. He felt he could understand more than other jury members because he'd been there :

*When I sat in on other cases and saw how the actions of the defendant impact parents and friends, I realized there was other stuff going on than just the arrest . . . it helps a lot to know the rest of the defendant's life to put things in perspective. [Under the same circumstances] I would not steal in the future because I now know the impact on others.*

Jonathan continues to serve as a Teen Court juror and has participated five times since his own hearing session because he feels like he's helping others. "When people serve as jurors, they find out how much they can help others and it's cool to be part of that process," he says. Jonathan may serve as a youth attorney if he has time, and if the opportunity comes up. He doesn't want to just jump in before he fully understands the system. According to Jonathan, attorneys who understand how Teen Court works before serving will be better advocates for the defendant. He was well represented in his own case—his attorneys researched the case and took it (and him) seriously. Jonathan's advice to other kids contemplating petty theft, or other juvenile offenses, is this:

*Look at the bigger picture and realize what the consequences are. Realize what other means there are to solve problems. [Restorative justice] means "you did something, but we want to help you so that you don't do it again." [Restorative Justice] is about gaining knowledge about subjects and learning from mistakes and experiences.*

<sup>1</sup> (Williams, Herzog, Reznik, Dugdale, Cooke, & Manteco)

### **Supported by West Virginia State Code**

The teen court programs are allowed for by §49-5-13d of the West Virginia State Code. The code outlines specific requirement for the implementation of a teen court program for example; the referral to teen court must come from the probation office and the youthful offender must have parental consent to participate in the program. The code also outlines four key requirements for teen court programs;

- The judge for each teen court proceeding shall be an acting or retired circuit court judge or an active member of the West Virginia State Bar, who serves on a voluntary basis.
- Any juvenile who selects the teen court program as an alternative disposition shall agree to serve thereafter on at least two occasions as a teen court juror.
- Volunteer students from grades seven through twelve of the schools within the county shall be selected to serve as defense attorney, prosecuting attorney, court clerk, bailiff and jurors for each proceeding.
- Disposition in a teen court proceeding shall consist of requiring the juvenile to perform sixteen to forty hours of community service, the duration and type of which shall be determined by the teen court jury from a standard list of available community service programs provided by the county juvenile probation system and a standard list of alternative consequences that are consistent with the purposes of this article. The performance of the juvenile shall be monitored by the county juvenile probation system. The juvenile shall also perform at least two sessions of teen court jury service and, if considered appropriate by the circuit court judge, participate in an education program. Nothing in this section may be construed so as to deny availability of the services

provided under section eleven-a of this article to juveniles who are otherwise eligible therefore.

The code allows for the development of a mandatory fee of up to five dollars which shall be paid by a defendant on a judgment of guilty or plea of nolo contendere for each violation committed in the county or municipality.

“In no case may the court require a juvenile to admit the allegation against him or her as a prerequisite to participation in the teen court program” (West Virginia Teen Court Association, 2010). If teens choose not to participate in the program after referral they are transferred back to the referral source.

### **How the Program Works**

The program is available to first time juvenile misdemeanor and status offenders. This category of offense might include such charges as: shoplifting, vandalism, possession of alcohol or tobacco, disorderly conduct, trespassing, or petty theft. Youthful offenders agree to participate in the teen court program as an alternative to traditional participation in the juvenile justice system. If the youth offender or their parents decide not to participate in the program they are referred back to the referral source, probation department or prosecuting attorney’s office.

Defendants go through an intake process that includes an interview with the Teen Court Coordinator. Parents are required to be present during the intake interview, so this step can occur just prior to the teen court hearing. The Teen Court Coordinator explains the teen court process to the offender and parent and ensures that both understand that their participation is voluntary.

*An ongoing relationship with the board of education and schools in the community will contribute to an ongoing volunteer base.*

Teen court proceedings and all program records are confidential.

Teen defendants must have parental or a guardian consent. Teen court programs “have obvious appeal for parents and neighbors of troublesome youth. Young people arrested the first time for a minor offense such as vandalism or shoplifting typically receive little attention from the regular juvenile justice system—often nothing more than a warning letter. Teen courts ensure that youth face memorable, albeit unofficial, consequences the first time they are caught breaking the law.” (Butts and Buck-Willison, 2002)

Youthful offenders who choose to participate in the program appear for a dispositional hearing. A jury of their peers hears the evidence of their case that is relevant to their potential sanction. After hearing the evidence and arguments from the teen defense attorney and prosecutor, the jury begins deliberations to determine what penalty will be rendered to the offender. A local member of the West Virginia Bar Association serves as the ‘judge’ presiding over the dispositional hearing

The dispositions may include consequences such as community service, research projects, mandatory participation in teen court jury, or paying restitution to the victim of their crime. If the youthful offenders abide by the conditions of their sanctions, the charge(s) against them are dismissed. Youth who successfully complete the program have the charges removed from their record. If they are unsuccessful, they are referred back to the Judge or a Magistrate to face further sanctions. The jury cannot sentence a youth to a detention facility.

## **Benefits of the Program**

Teen court programs provide benefits for the youthful offender, the community, and student volunteers. Upon successful completion of the program youthful offenders have their records cleared of charges and are provided a second chance. The community is provided with an alternative to the congested juvenile justice system. Teen courts are able to transition youth offenders from arrest or citation to sanction more quickly than the traditional system. This rapid response has the potential to increase the positive impact of court sanctions (West Virginia Teen Court Association, 2010).

Teen volunteers within the program learn valuable skills such as conflict resolution, public speaking, and problem solving. Teen court places youth in integral roles that can empower them to address issues within their community in so doing developing and/or strengthening their sense of citizenship. They also interact regularly with influential members of the community including judges, attorneys, and educators.

## **Funding the Program**

During the reporting year 2009 there were 3,151 traffic citations written by the State Police (in Jefferson County), sheriff's department, campus police, Department of Natural Resources, and PSC. These are only a few of the local agencies who write citations within the county, these citations alone would have generated \$15, 755 towards the programs expenses.

Other municipalities within the county including Harpers Ferry and Charles Town Police

Funding for this program will come in the form of grants, when available, public support, 10 dollar teen court participation fee and the mandatory five dollar fee from traffic citations and cases heard in the county subject to pay court costs.

Departments issued 1450 and 4833 tickets respectively. These citations would increase the program funding by \$31,415. Ranson Police Department issued 1903 traffic citations during the year 2009 which would have contributed \$9,515.

These numbers do not include all other cases heard in magistrate court that would require payment of 'court costs' also providing an increase in program funding. Overall, based on information gathered the county would be able to sustain a teen court program solely with funding from traffic citations. For the year 2009 had the program been generating revenue from traffic citations approximately \$56,000 would have been collected. The major expenses will be; salary for coordinator, travel, office supplies and advertising. See proposed budget, attached.

### **Impact of a Teen Court Fee**

The five dollar fee would be added to the existing court costs of \$160.80 making the court costs \$165.80. The cost to the offender would vary based on the type of violation.

According to the West Virginia Supreme Court existing fees are designated by statue, included in court costs are:

Amount	Recipient
\$10.00	Magistrate Court Fund
\$40.00	Regional Jail Authority
\$5.00	Court Security Fund
\$10.00	Crime Victims Compensation Fund
\$2.00	Law Enforcement Training Fund
\$48.80	Per Diem Regional Jail Fee
\$10.00	Community Corrections Fee
\$5.00	Courthouse Improvement Fund
\$30.00	Regional Jail Operational Fund
\$5.00	Proposed Teen Court Fee

*I say go for it. I don't speed if I can help it. Plus I think teens would be more sympathetic to their peers. The system we have now isn't working. So let's give them a try.*

*~Jefferson County Resident*

## **Conclusion**

The development and implementation of a teen court program in Jefferson County provides a unique opportunity for the community to interrupt the pattern of criminal behavior by providing a program that promotes positive peer pressure, positive self-esteem, self-improvement, and the restorative justice. As a program we anticipate transitioning between 50 and 150 youth through the program in the first year of service; thereby taking these youth out of the traditional justice system and by doing so reducing the possibility that they will eventually be incarcerated in an adult facility.

Jefferson County Teen Court anticipates being able to accept referrals in October 2011 with volunteer trainings happening throughout the summer and September. During this period of time volunteers will have the opportunity to participate in mock trials and practice the skills they've learned in trainings. The Teen Court Coordinator is developing a working relationship with the Board of Education to help facilitate the recruitment and retention of volunteers for the program.

# Business Plan



### **Purpose Statement**

The Jefferson County Teen Court program is a community based intervention/prevention program designed to provide an alternative response for the juvenile justice system for first-time, nonviolent, misdemeanor juvenile offenders, in which community youth determine the appropriate sanctions for the offender. The program will hold youthful offenders accountable and provide educational services to offenders and youth volunteers in an effort to promote long-term behavioral change that leads to enhanced public safety.

### **Vision Statement**

Jefferson County Teen Court strives to help juvenile offenders take responsibility for their actions, increase awareness of the law to decrease the rate of recidivism, teach them to make better decisions in the future, and promote community involvement by providing volunteer opportunities to youth and adults. Jefferson County Teen Court will fulfill this vision with an emphasis on high quality service delivery to all stakeholders.

### **Mission Statement**

The mission of the Jefferson County Teen Court program is to assist juvenile offenders in assuming responsibility for their criminal behavior; to hold them accountable for their actions and to teach them to make better decisions in the future, while treating them with respect and dignity; to involve the community through volunteer programs and community service opportunities; and to promote better communication between youth, parents, schools, law enforcement agencies, and the community.

## **Goals**

- Improve the capacity of youth to become responsible and productive citizens
- Provide youth with educational hands on experience in the judicial system
- Establish positive relationships between the community and its youth
- Hold juvenile offenders accountable for their behavior and help them recognize that the consequences are a direct result of their own actions
- Decrease the number of youth in the community using alcohol and illegal drugs

## **Program Objectives**

- All referrals to the teen court program will be heard in teen court within five weeks of referral
- 90% of volunteers attending 'attorney training' will pass a teen court bar exam
- 20% of the jury pool will consist of past teen court defendants by the end of fiscal year 2011
- Establish ongoing partnership with probation departments, law enforcement agencies and the judicial system.
- Establish and maintain regular media coverage of Teen Court activities
- Collaborate with Focus and BCCASA to increase awareness about the dangers of alcohol and substance abuse/use.

## **Key Stake Holders**

- Circuit Court Judge
- Board of Education
  - 2 High Schools
  - 4 Middle Schools
- Probation Department
- Victim Advocate
- Community Members
- County Commission
- Boys and Girls Club
- Local Law Enforcement



**THE FOLLOWING BY-LAWS ARE AN EXAMPLE OF BY-LAWS THAT COULD BE UTILIZED WHEN TEEN COURT IS ABLE TO BECOME AN INDEPENDENT 501(C)3**

**BY-LAWS  
OF  
JEFFERSON COUNTY TEEN COURT  
(this is not an official set of bylaws for this agency)**

**Article I: Name**

The name of this Corporation shall be Jefferson County Teen Court, Inc. and will be referred to as the Corporation throughout this document. The Registered Office of the Corporation shall be 218 West King Street, Martinsburg, WV 25401.

**Article II: Not-for-Profit Organization**

The Corporation is qualified as a non-profit corporation under Section 501(c)(3) of the Internal Revenue Code.

**Article III: Mission and Purpose**

The mission and purpose for which this corporation is formed are:

**Section I:** The mission of the Jefferson County Teen Court program is to assist juvenile offenders in assuming responsibility for their criminal behavior; to hold them accountable for their actions and to teach them to make better decisions in the future, while treating them with respect and dignity; to involve the community through volunteer programs and community service opportunities; and to promote better communication between youth, parents, schools, law enforcement agencies, and the community.

**Section II:** The Corporation is a private, non-profit, contributor and volunteer organization dedicated to providing community based intervention/prevention program. This program is designed to provide an alternative response for the juvenile justice system for first-time, nonviolent, misdemeanor juvenile offenders, in which community youth determine the appropriate sanctions for the offender. The program holds youthful offenders accountable and provides educational services to offenders and youth volunteers in an effort to promote long-term behavioral change that leads to enhanced public safety.

**Section III:** The Core Functions of this corporation are:

- Improve the capacity of youth to become responsible and productive citizens
- Provide youth with educational hands on experience in the judicial system

- Establish positive relationships between the community and its youth
- Hold juvenile offenders accountable for their behavior and help them recognize that the consequences are a direct result of their own actions
- Decrease the number of youth in the community using alcohol and illegal drugs

## **Article IV: Advisory Board**

### **Section I: Advisory Board**

This board will serve in an advisory capacity and provide a link to the community.

### **Section II: The Advisory Board shall:**

- a) Review policies, guidelines and long-range goals in accordance with the mission and purpose of the corporation.
- b) Evaluate the results of operations
- c) Establish standing committees and ad hoc committees to assist the Board in carrying out its responsibilities.
- d) The Board shall elect the officers of the corporation.

### **Section III: Composition and Terms**

- a) The Board shall be composed of a minimum of 5 members whose term of office shall be three years, said Directors to be elected on a staggered basis to provide continuity of leadership. Directors' terms commence July 1 and end June 30.
- b) The Board shall consist of between two and ten local youth to serve on the Board for a term of one year.

### **Section IV: Election**

- a) The Directors shall be nominated to the Executive Committee and elected at the annual meeting of the Corporation based on a final recommended slate from the Executive Committee.

### **Section V: Meetings of the Board**

- a) The Annual Meeting shall be held in the fourth quarter of the corporation's year or at such other time and at such place as the Board may from time to time determine.
- b) Regular meetings of the Board of Directors shall be held quarterly at such time and place as the Board may from time to time determine.
- c) Special meetings of the Board may be called at any time by the President or by not fewer

than three Directors. Normally the President will give at least fourteen days' notice. In rare occasions due to unforeseen emergencies, the President may give no less than two days' notice.

- d) To the extent feasible, regular and special meetings of the Board of Directors shall be held at locations that are handicapped accessible.
- e) Any or all Directors may participate in a regular or special meeting of the Board by, or conduct a meeting through the use of, any means of communication, including conference telephone call or video conferencing, by which all Directors participating may simultaneously hear each other during the meeting. Any Director participating in the meeting by this means is deemed to be present in person at the meeting.
- f) Any action required or permitted to be taken at any meeting may also be taken without a meeting if all Directors consent to such action in writing and such writings are filed in the Corporate Minute Book of the Corporation.

#### **Section VI: Quorum and Voting**

- a) A majority of the total number of Directors presently serving on the Board shall constitute a quorum for the transaction of business at any meeting of the Board and once constituted shall continue despite withdrawal of enough members to leave less than a quorum.
- b) If a quorum shall not be present at any meeting of the Board of Directors, a quorum of the Executive Committee, at its discretion, transact the business at hand. The affirmative vote of a majority of the Directors present at a meeting in which a quorum is present shall be the act of the Board of Directors, except as West Virginia law, the Articles of Incorporation, or these Bylaws shall otherwise require.
- c) Board members may vote by proxy given to another serving board member no more than one meeting per fiscal year.
- d) Each member of the Board of Directors shall have one vote.

#### **Section VII: Attendance, Resignation and Termination**

- a) Voluntary resignations from the Board must be in writing to the President.
- b) The Board of Directors of the Corporation may remove a Director at any time, for any reason, or for no reason, by a vote of two-thirds (2/3) of the Directors then in office.

#### **Section VIII: Vacancies and Newly Created Directorships**

- a) Any vacancy on the Advisory Board occurring during the year or any Directorships created by reason of increase in the number of directors on the Board of Directors may be filled by a vote of the Board Members.
- b) After receiving a recommendation from the board development/nominating sub-committee, until the next annual meeting when all vacancies will be filled in accordance

with Article IV, Section IV of these Bylaws.

### **Article V: OFFICERS**

- a) The officers of the Corporation shall be: a President, President-Elect, Vice-President, Treasurer, Secretary, Immediate Past-President and such other officers as the Board deems desirable.
- b) In addition to the powers and duties set forth in these by-laws, and those powers and duties that are usually related to his or her office, each officer shall have such powers and duties as the Board may determine by resolution.
- c) Candidates for election shall be members of the Advisory Board and shall be nominated by the Executive Committee.
- d) No person may hold more than one office at the same time.

### **Section I: Election of Officers and Term of Office**

- a) All officers shall be elected by the Board at the regular Board Meeting just prior to the Annual Meeting.
- b) Nominations from the floor are permitted.
- c) The Nominating Committee shall present the names of persons it considers qualified for the Office.
- d) The term of office for each Officer will be one year. Newly elected Officers shall begin their term of office after the Annual Meeting.
- e) Each Officer may serve two (2) consecutive terms in each position. All Officers are expected to serve the term to which they were elected. If any Officer finds they are unable to fulfill their duties, they shall notify the President in writing and resign from their post.
- f) Any vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

### **Section II: Removal from Office**

- a) The Board of Directors shall reserve the right to remove any Officer for continued dereliction of duty or intentional acts of gross misconduct. However, prior to any action by the Board of Director, the reason(s) for such removal shall be reviewed by a committee appointed by the President, with the Officer present.
- b) Should the committee find just cause for removal, the Officer may be removed from their position by a majority vote of the Board of Directors at any meeting.
- c) Should the Officer be the President, the Vice-President shall preside over any removal proceeding.

## **Article VI: LIMITATIONS ON ACTIVITIES**

### **Section I: No Benefit to Directors or Officers**

- a. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to, a Director or Officer of the Corporation or any other private individual except that reasonable compensation may be paid for services rendered to or for the Corporation effecting one or more of its purposes.
- b. No Director or Officer of the corporation, or any other private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.
- c. However, the Corporation may confer benefits in the form of distributions in dissolution or otherwise, upon any non-profit corporation described in Section 501(c)(3) and Section 170(c)(2) of the Code and as specified by these by-laws.

### **Section II: Activities not Permitted**

- a. Notwithstanding any other provisions of these Bylaws, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Code, or by an organization to which contributions are deductible under Section 170 (c)(2) of the Code.
- b. No substantial part of the activities of the Corporation shall be carrying on of propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign (including the publication or distribution of statements) on behalf of any candidate for public office.

## **Article VII: COMMITTEES**

### **Section I: General Committee Information**

The Chair of each committee shall be a member of the Advisory Board. Each committee shall keep records of proceedings, which shall be made available to the Board and shall regularly report to the Board. The President of the Board, within thirty days following election to office, shall, with the approval of the Executive Committee, appoint each committee chair who shall then appoint the remaining committee members. Other than indicated in committee descriptions, committee members may be non-board members and in fact, committee membership should be used as a tool for recruiting and identifying potential board members.

### **Section II: The following are the standing committees of the Corporation**

#### *Executive Committee:*

The Executive Committee is responsible for providing input for the agenda for the full Board of Directors and policy development for the Corporation. The Executive Committee is empowered

to make any decisions, on behalf of the Advisory Board, pertaining to the regular operation of the Corporation, within the context of established Board policies. The committee shall consist of the officers of the Board. Other members of the Advisory Board may serve on the Executive Committee at the invitation of the President of the Board. The Executive Committee shall meet upon the call, normally monthly, of the President. Three (3) members of the Executive Committee shall constitute a quorum, but a lesser number may adjourn the meeting. Meetings of the Executive Committee may be called upon not less than twenty-four (24) hours prior written or oral notice (if reasonable) communicated in person, by telephone, facsimile, or other form of wire or wireless communication, or by e-mail, mail or private carrier. The Executive Director shall serve as a non-voting member.

*Board Development/Nominating Sub-Committee:*

The Board Development/Nominating Committee is a sub-committee of the Executive Committee. Its responsibility is to ensure a strong Board through assessment of Board needs, recruitment of candidates for Board membership, orientation of new Board members and presentation of a slate of officers for election at the annual meeting. The Vice-President shall serve as the Chair of this Sub-Committee.

It shall present to the Board, after approval by the Executive Committee, a slate of Officers for the upcoming Fiscal Year. It shall present to the members of the corporation after approval by the Executive Committee and Board of Directors a single slate of nominees for election to the Board. It will also provide a slate of directors in the event of a vacancy on the Advisory Board occurring during the year or any Directorships created by reason of increase in the number of Directors on the Advisory Board.

*Campaign Committee:*

The Campaign Committee shall organize, recruit and train the Campaign Cabinet, recommend a campaign goal to the Board and take the actions necessary to achieve said goal. The Committee shall be comprised of at least three people, two of whom shall be members of the Board. The Campaign Cabinet shall consist of volunteers who will function as Division Leaders for each major block, referred to as Divisions, of campaign accounts. The Campaign Committee through its cabinet members shall establish and maintain liaison between United Way and community businesses and major individual donors. The Committee shall evaluate all organizational fund raising activities and at the request of the Board, agency fundraising activities.

*Personnel Committee:*

The Personnel Committee shall consist of at least three Board members. It shall be responsible for the corporation's personnel policies. It shall contribute to, publish and keep up to-date a Personnel Policy Manual that affect the Executive Director and employed staff, including conditions of employment, compensation and benefits, performance appraisal, staff development and salary and wage administration.

*Public Relations Committee:*

The Public Relations Committee shall conduct a systematic year-round communications program designed to inform and monitor public opinion about Teen Court. It will develop and maintain media relationships that foster Teen Court. It will also implement a communications plan specifically designed to support the annual campaign. A minimum of two board members will serve on the committee.

### **Section III: Other Committees**

The Advisory Board may by resolution passed by a majority create one or more ad-hoc committees to meet the needs and goals of the Corporation.

## **Article VIII: FINANCES**

### **Section I: Fiscal Year**

- a. The fiscal year of the Corporation shall be July 1 – June 30. Following the close of each fiscal year, there shall be an audit made by an independent auditor, arranged by the Treasurer, and approved by the Board. Said audit shall be made available to each member of the Advisory Board.

### **Section II: Deposits**

- a. All funds of the Corporation shall be deposited to the credit of the Corporation in such banks, trust companies, or other depositories as the Coordinator may select.

### **Section III: Insurance**

- a. To the extent the Directors, agents, committee members, employees, volunteers, and Officers are not covered by other insurance; the Corporation shall obtain liability insurance in amounts and coverage appropriate for the protection of its Directors, agents, committee members, employees, volunteers, and officers in the performance of their duties on behalf of the Corporation.

### **Section IV: Property of the Corporation**

- a. The title to all property of the Corporation, both real and personal, shall be in the name of the Corporation. Any sale, lease, exchange or other disposition of all or substantially all of the property and assets of the Corporation shall be made in accordance with applicable law.

### **Section V: Books and Records**

- a. The Corporation shall keep correct and complete books and records of all accounts and shall also keep minutes of the proceedings of its Board and committee meetings at the principal office.
- b. All books and records of the Corporation may be inspected by any current Board Member and his/her agent or attorney, for any purpose during regular business hours, upon 24 hours' notice.

## **Article IX: STAFF**

The Coordinator will supervise the day-to-day operations of the corporation, subject to the direction of the Board, and will perform such other duties as the Board may specify. The Coordinator will report to the Board President and all other professional staff will report directly to the Coordinator.

**The duties of the Coordinator are as follows:**

- Coordinates intake interviews and make presentation to schools and community groups regarding Teen Court and recruit adult as well as juvenile volunteers.
- Conducts Teen Court staff meetings at least once a week.
- Schedule and maintain Teen Court cases for follow up on sanction compliance.
- Works independently on departmental professional, technical, or administration functions with responsibility for planning of work to attain assigned objectives.
- Makes major decision limited only by department policies, procedures and regular requirements and standards.
- Follow established Teen Court goals and objectives.
- Analyzes current trends and statistical data to recommend improvements.
- Coordinates day to day Teen Court Operations and supervise volunteers.
- The Coordinator shall comply with any and all Federal and State laws at all times.

**Article X: NON-DISCRIMINATION**

The determination by the Corporation of its policies; the provision of its services to the public; all aspects of its employment practice, including opportunities for employment; and its selection and utilization of its volunteer workers, shall be without regard to race, color, creed, national origin, ancestry, religion, gender, age, sexual orientation, disability, veteran status, marital status or political affiliation.

**Section III: Loans and Guarantees**

The Corporation shall not lend money to or guarantee the obligation of a Director of the Corporation.

**Article XI: DISSOLUTION**

Upon dissolution of this organization, all of its assets remaining after payment of all costs and expenses of such dissolution shall be distributed to organizations which have qualified under Section 501 (c) (3) of the internal revenue code and none of the assets will be distributed to any individual, officer or director of this corporation. Any assets not so disposed shall be disposed of by an order of a court of competent jurisdiction exclusively for such charitable purposes, or to such organization or organizations organized and operated exclusively for such charitable purposes, as said court order shall provide.

# Projected Timeline

<i>Teen Court Timeline</i>		
<i>Goal</i>	<i>Tasks</i>	<i>Date</i>
<b>Develop plan for organizing and cultivating the support of the community</b>	research teen court concept and gather information on various programs	Ongoing
	secure support from local chief juvenile judge	Completed
	identify key stakeholders	Completed
	develop preliminary informational packet	Completed
	initiate contact with key stakeholders	Ongoing
	make presentations to community organizations about teen court program	Ongoing
	form an advisory committee to assist in program development tasks	Ongoing
	develop strategies for maintaining community involvement and support	Ongoing
<b>Conduct needs and resources assessment.</b>	recruit members with knowledge and skills needed during the development and implementation process	Ongoing
	develop action plan for program development and implementation	Completed
	create subcommittees to address specific issues (e.g., target population, referral procedure, funding, marketing)	Unknown
	identify needs and resources in community	Ongoing
<b>Examine legal issues.</b>	determine jurisdictional requirements for authorization to operate	Completed
	examine and resolve due process issues	Completed

	examine and resolve confidentiality issues	Completed
	examine and resolve liability issues	Completed
Develop information for staff/volunteers	develop job descriptions and application process	Completed
	develop method for evaluation of staff performance	Completed
	recruit volunteers	Ongoing
	develop strategy for professional development for staff/volunteers	Ongoing
Develop a program purpose, goals and objectives	determine deficiencies or areas of need in community that can be addressed by teen court	Ongoing
	develop program purpose	Completed
	develop program goals	Completed
	develop program objectives that are specific, measurable, and results-oriented	Completed
Determine offender target population and referral process.	solicit input from stakeholders	Ongoing
	identify underserved juvenile offender populations	Ongoing
	identify any guidelines and constraints (e.g., statute or agency policy) that affect the types of cases that can be diverted to a teen court	4/1/11
	map flow of cases through the juvenile justice system	4/1/11
Determine offender target population and referral process. Design program services	identify potential referral sources	Completed
	establish referral criteria and develop referral form	4/1/11
	inform and educate referral sources	Ongoing

	<b>examine needs of youth, victims and the community</b>	<b>Ongoing</b>
	<b>design sentencing options for offenders</b>	<b>4/1/11</b>
	<b>design referral services for victims</b>	<b>Ongoing</b>
	<b>design additional services for volunteers and community (what are other ways they can volunteer??)</b>	<b>Ongoing</b>
<b>Design program services Develop public relations materials</b>	<b>identify agencies and organizations in the community that can provide services for the teen court program (e.g., community service sites, educational and counseling services)</b>	<b>Ongoing</b>
	<b>negotiate and write interagency agreements or contracts with community agencies for services</b>	<b>PRN</b>
	<b>develop program logo/slogan</b>	<b>9/1/11</b>
	<b>develop teen court program brochure</b>	<b>Completed</b>
	<b>develop informational packet</b>	<b>Completed</b>
	<b>develop video/slide show</b>	<b>Completed</b>
<b>Develop a management information system and effective case management practices.</b>	<b>establish a system for maintaining case files and program records</b>	<b>Completed</b>
	<b>determine the type of information to be kept on defendants</b>	<b>Completed</b>
	<b>develop program forms</b>	<b>Completed</b>
	<b>establish intake process</b>	<b>Completed</b>
<b>Develop a management information system and effective case management</b>	<b>establish procedure for docketing cases and assigning volunteers to teen court hearings</b>	<b>4/1/11</b>
	<b>develop procedure for monitoring case progress after the jury's verdict</b>	<b>4/1/11</b>

<b>practices.</b> <b>Determine when, where and how often teen court hearings will be held.</b> <b>Recruit volunteers.</b>	<b>develop a mechanism for tracking successful and unsuccessful termination of cases</b>	6/1/11
	<b>examine cases being referred (or expected to be referred) to the program</b>	4/1/11
	<b>locate space for hearings (e.g., courtroom)</b>	6/1/11
	<b>determine when (days/evenings) and how often hearings will be held (e.g., once a month, once a week)</b>	6/1/11
	<b>determine what adult and youth volunteer roles are necessary for teen court chosen</b>	Completed
<b>Determine when, where and how often teen court hearings will be held.</b>	<b>determine additional roles that adult and youth volunteers can perform for the teen court program</b>	Ongoing
	<b>develop volunteer job descriptions</b>	15-Dec-10
	<b>develop volunteer application and screening process</b>	Completed
<b>Recruit volunteers.</b> <b>Develop volunteer training program.</b>	<b>identify sources for recruiting volunteers</b>	Completed
	<b>determine strategies and methods for recruiting volunteers</b>	Ongoing
	<b>establish strategies for sustaining volunteer support</b>	Ongoing
	<b>identify types of training to be offered (i.e., preservice, orientation, in-service)</b>	Completed
	<b>select training content</b>	Completed
	<b>develop training materials</b>	Ongoing
	<b>determine methods of training delivery</b>	15-Apr-11
<b>Develop volunteer training program.</b> <b>Establish a method for program evaluation.</b>	<b>choose location and times of training</b>	Ongoing
	<b>select training facilitators</b>	Ongoing

	<b>develop method for evaluating training program</b>	<b>Completed</b>
	<b>determine the specific research questions to be answered</b>	<b>Completed</b>
	<b>determine the evaluation design to be used</b>	<b>Completed</b>
	<b>determine the information needed to be collected and how information will be tracked</b>	<b>Completed</b>
	<b>develop procedure for reporting information</b>	<b>6/1/11</b>

## **Proposed Budget**

<i>Budget Item</i>	<i>Computation</i>	<i>Monetary Costs</i>	<i>In-Kind Donations</i>	<i>Grand Total</i>
<b>Personnel</b>				
Coordinator		35,000	0	35,000
Fringe Benefits (e.g., FICA, unemployment, workers compensation, insurance, retirement)		7,000	0	7,000
Total Personnel		42,000	0	42,000
<b>Supplies</b>				
Photocopy/Printing	900 Copies @ .10/each	90	0	90
Postage	250 regular letters @ .44/each	110	0	110
Office Supplies		500	0	500
Telephone (e.g., local and long distance services)		0	0	0
Promotional Materials (e.g., brochures, newsletters, pens, lapel pins)		1500	0	1500
Volunteer Recognition Materials (e.g., t-shirts, gymbags, plaques)		400	0	400
Books and Periodicals (e.g., volunteer training materials, staff development materials)		400	0	400
Total Supplies		3000		3000
<b>Travel</b>				
Staff Travel (e.g., local mileage, expenses to attend training seminars)		500	0	500
Volunteer Travel (e.g., expenses to attend conferences or training seminars, special events)		0	0	0
Total Travel		500	0	500
<b>Equipment</b>				
Computer		800	800	0
Fax Machine				
Photocopier				
Office Equipment (e.g., desks, file cabinets, chairs, bookshelves)				

Community Service Supplies (e.g., protective clothing, tools)		500	0	500
Other		500	0	500
Total Equipment		1800		1000
<b>Facilities</b>				
Rent (e.g., office space, courtroom)		12000	12000	0
Janitorial Svcs//Maintenance Costs				
Utilities (e.g., water, electric, gas)		1200	1200	0
Security (e.g., office space, hearings)		1000	1000	0
Total Facilities		14200	14200	0
<b>Other Expenses</b>				
Food/Catering (e.g., food for volunteer training, refreshments for hearing nights, volunteer or other recognition banquets)		1500	500	1000
Insurance (e.g., general liability, board of directors, automobile)		1200		1200
Computer Services (e.g., Internet access, software, database development, computer/software maintenance, web site development)		200		200
Discretionary Assistance (e.g., bus tokens, cab vouchers, educational workshop fees)		150		150
Consultant/Contracted Services (e.g., contracted trainers, curriculum development, stipends for educational workshop leaders)		500		500
Scholarship Fund (e.g., volunteer educational scholarships)		1000		1000
Total Other		4550		4050
Total Direct Costs		64,250		50,550
Indirect/Overhead/Administrative Costs		4000		4000
Total Program Costs		68,250	14,700	53,550

## Job Descriptions

### TEEN COURT COORDINATOR

#### MAJOR FUNCTION

This is a supervising position designed to coordinate the Teen Court program activities including all sessions. The Teen Court Coordinator will assist with training and all other duties as assigned.

#### ESSENTIAL FUNCTIONS

The following statements describe the principal functions of this job and its scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned.

- Coordinates intake interviews and make presentation to schools and community groups regarding Teen Court and recruit adult as well as juvenile volunteers.
- Conducts Teen Court staff meetings at least once a week.
- Schedule and maintain Teen Court cases for follow up on sanction compliance.
- Works independently on departmental professional, technical, or administration functions with responsibility for planning of work to attain assigned objectives.
- Makes major decision limited only by department policies, procedures and regular requirements and standards.
- Follow established Teen Court goals and objectives.
- Analyzes current trends and statistical data to recommend improvements.
- Coordinates day to day Teen Court Operations and supervise staff.

#### SECONDARY FUNCTIONS

Performs other duties as assigned.

#### CUSTOMER SERVICE

This position is designed to provide excellent customer service to other State, County departments, employees, and members of the general public. Personal contact occurs with other employees of the Court, employees of other departments and various segments of the community. Service is provided in person or by phone contact.

#### SUPERVISION

The Teen Court Coordinator is responsible for directly and regularly supervising volunteers, with no indirect supervision. Supervision also includes assigning, directing, evaluating, and reviewing work of student and adult volunteers.

#### EDUCATIONS, EXPERIENCE, LICENSES AND CERTIFICATES

##### Education and Experience

Bachelor Degree in Criminal Justice or Social Work. Three years experience in criminal justice, delinquency management or social services. Two years of supervisor experience, required. Prior juvenile justice, juvenile diversion or juvenile probation experience preferred.

## JOB SKILLS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements are representative of the required knowledge, skills, and abilities.

### Language Skills

- Ability to read, analyze, and interpret the most complex documents.
- Ability to respond effectively to the most sensitive inquiries or complaints.
- Ability to write speeches and articles using original or innovative techniques or style.
- Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards.

### Problem Solving Ability

- Ability to define problems, collect data, establish facts, and draw valid conclusions.
- Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.
- Develops plans, policies, specifications, programs continually.

### Specialized Skills and Abilities

- Prior juvenile justice diversion or juvenile probation experience preferred.
- Ability and skill to tactfully deal with various governmental organizations, as well as the general public.
- Must be able to communicate effectively and available to work some evenings.
- Knowledge of Microsoft Office Suite Products.
- Employee decision regarding what needs to be done involve the syntheses of data from multiple technical disciplines.

## PHYSICAL DEMANDS

While performing the duties of this job, the employee will occasionally be required to sit, and to lift up to 15 pounds; regularly be required to use hand to finer, handle or feel, reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl, and will frequently be required to stand, walk, talk, or hear. Vision requirements are close and distance vision, depth perception, and ability to adjust focus.

## WORK ENVIRONMENT

The work environment characteristics described here are representatives of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee will occasionally be exposed to outdoor weather conditions.

## TEEN VOLUNTEER JOB DESCRIPTION

### QUALIFICATIONS:

Applicants must be entering the 7th - 12th grade, in good academic standing, and live and/or attend school within Jefferson county. Applicants must complete an interview with a member of the Teen Court staff, and demonstrate an ability to treat each case individually, with objectivity and without prejudice. Applicants must have an ability to communicate with young people and work in a group process and be able to maintain confidentiality of all cases.

### SELECTION:

Applicants will be contacted and assigned an interview time. Applicants are selected into the program based on the application and interview.

### TRAINING:

Volunteers selected into the program will be required to attend mandatory training. Additional training will be required for individuals wishing to participate in the role of prosecuting attorney and defense attorney.

### VOLUNTEER POSITIONS:

Volunteers selected into the program will be rotated among the various positions. All volunteers must attend court sessions, follow the Teen Court guidelines, maintain confidentiality, treat all participants with respect, attend all trainings, and follow the court rules. In addition, jurors must listen objectively during the hearing and assign a constructive sentence designed to hold the youth responsible for his or her actions, accountable to the community and the victim. All volunteers must attend scheduled Teen Court hearings, arrive on time, dress professionally, ensure confidentiality, be dependable, and exhibit professionalism at all times.

### TIME REQUIRED:

A volunteer must commit to serve at least six months during the school year. Teen Court hearings time to be announced. Attorneys are required to arrive one hour prior to their hearing. Bailiffs, clerks and jurors are required to arrive 30 minutes before their hearing. Generally, Teen Court volunteers will spend approximately two hours for each scheduled hearing. Volunteers must serve a minimum of two evenings per month during the school year for Jefferson County

## ADULT VOLUNTEER JOB DESCRIPTION Teen Court Judge

### QUALIFICATIONS:

Applicants must be a member of the Bar Association, in good standing, and live and/or work within Jefferson County. Applicants must complete an interview with a member of the Teen Court staff, and demonstrate an ability to treat each case individually, with objectivity and without prejudice. Applicants must have an ability to communicate with young people and work in a group process and be able to maintain confidentiality of all cases.

### SELECTION:

Applicants will be contacted and assigned an interview time. Applicants are selected into the program based on the application and interview.

### TRAINING:

Volunteers selected into the program will be required to attend training. Completion of the training program will award applicants privileges of being a Teen Court volunteer.

### VOLUNTEER POSITIONS:

Volunteers selected into the program will be rotated, serving as Teen Court Judge. All volunteers must attend court sessions, follow the Teen Court guidelines, maintain confidentiality, treat all participants with respect, attend all trainings, and follow the court rules. In addition, adult volunteers will be expected to listen objectively during the hearing. All volunteers will be expected to attend scheduled Teen Court hearings, arrive on time, dress professionally, ensure confidentiality, be dependable, and exhibit professionalism at all times.

### TIME REQUIRED:

A volunteer must commit to serve at least 12 months. Teen Court hearings times will be announced. Adult volunteers will be expected to arrive thirty minutes prior to their hearing. Bailiffs, clerks and jurors are required to arrive 30 minutes before their hearing. Generally, Teen Court volunteers will spend approximately two hours for each scheduled hearing. Volunteers are asked to serve a minimum of one evening per month during the calendar year.

## References

- Office of Juvenile Justice and Delinquency Prevention*. (2010). Retrieved November 13, 2010, from Statistical Briefing Book: [http://www.ojjdp.gov/ojstatbb/crime/JAR\\_Display.asp?ID=qa05200](http://www.ojjdp.gov/ojstatbb/crime/JAR_Display.asp?ID=qa05200)
- West Virginia Teen Court Association*. (2010). Retrieved November 12, 2010, from West Virginia Statue: <http://www.wvteencourtassociation.org/>
- Statewide Teen Court Association*. (2011). Retrieved February 26, 2011 , from Maryland Teen Court Association: <http://www.mdtca.org/data-and-statistics/statewide-teen-court-statistics-fy10/>
- Caplan, J. (2005, July 18). A Jury of Their Peers. *Time*, 166(3), p. 63.
- Forgays, D. K., & DeMilio, L. (2005). Is Teen Court Effective for Repeat Offenders? A Test of the Restorative Justice Approach. *International Journal of Offender Therapy and Compative Criminology*, 49(1), 107-118.
- Harrison, P., Maupin, J. R., & Mays, G. L. (2001). Teen Court: An Examination of Processes and Outcomes. *Crime & Delinquency*, 47(2), 243-264.
- Pearson, S. S., & Jurich, S. (2005). *Youth Court: A Community Solution for Embracing At-Risk Youth*. Lexington: American Youth Policy Forum.
- Williams, K., Herzog, K., Reznik, V., Dugdale, H., Cooke, A., & Manteco, A. (n.d.). *Carron County Resorative Justice Program*. Retrieved February 28, 2010, from [http://www.cydjournal.org/2005Fall/pdf/Williams\\_Article.pdf](http://www.cydjournal.org/2005Fall/pdf/Williams_Article.pdf)

Commission Office Use Only

Date on Agenda: 2-24-10

Appt Time or New Business:

10:30-11:00

**AGENDA REQUEST FORM**

*written  
business  
plan  
needed*

Name: Teresa Warnick & Sarah Gabrielson

Department or Entity: Family Resource Network for Teen Court Project

Estimation of amount of time needed for appointment: 30 minutes, with questions and answers

Date Requested – 1<sup>st</sup> Choice: Feb. 24

Date Requested – 2<sup>nd</sup> Choice: March 3

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

Subject:

**Teen Court – This diversionary program for teen offenders is written into the WV State Code, (ARTICLE 5. JUVENILE PROCEEDINGS, §49-5-13d Teen court program) as an option for counties and municipalities. It is a highly effective youth development program that requires teen offenders to do community service to restore their relationship with the victims and community.**

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

**The Family Resource Network is requesting that the Commission adopt a mandatory fee of \$5 to be assessed on felonies, misdemeanors and local ordinances, traffic violations and moving violations, excluding parking ordinances as referenced in ARTICLE 5. JUVENILE PROCEEDINGS, §49-5-13d Teen court program, copied below, for the purpose of setting up a Teen Court program for youth offenders who qualify for the program. Information about Teen Court is below.**

**WHAT IS TEEN COURT?**

Teen Court is a unique “second chance” justice program for youth between the ages of 11 and 18 who are alleged to have committed a status offense or an act of delinquency which would be a misdemeanor if committed by an adult. Upon successful completion of the program charges against the defendant are dismissed.

Teen Court is a legally binding alternative system of justice that offers young offenders an opportunity to make restitution for their offenses through community service, educational classes, and jury service. This allows them to avoid fines and sentences handed down by the criminal justice system. Teen Court tries real cases with real consequences. Teen Court is a

"hands on" educational opportunity that allows both offenders and teen volunteers to better understand our system of justice.

In addition to the obvious benefit of interrupting a developing pattern of inappropriate behavior, the Teen Court program helps to reinforce self-esteem, provide motivation for self-improvement and promote a healthy attitude toward authority.

A youth referred to Teen Court has his/her case argued by teenage prosecuting and defense attorneys before a jury of peers, consisting of volunteers from grades seven through twelve of local county schools and returning youth who were previously defendants. The teen jury determines each defendant's sentence based on the nature of the offense committed, and assigns the number of hours of community service to be performed. Each defendant is also sentenced to serve a number of jury terms.

Teen Court is also designed to educate youth about the judicial process. Through direct participation, Teen Court addresses responsibility for one's behavior and accountability to one's community and peers, and enhances respect for the judicial process. Each participant in Teen Court, whether a defendant, juror, bailiff, teen attorney, or adult volunteer; is involved in a positive and meaningful way.

### **HOW DOES TEEN COURT WORK?**

Cases are referred, for offenses that occur primarily within the school and local community, by the circuit court if the court finds the youth a suitable candidate for the program.

Youth who are accepted into the program and appear before a teen jury. They are represented by a teen "defense attorney." The prosecutor is also a teen "attorney" and both attorneys are assisted by adult attorney mentors. Each teen attorney makes an opening statement, the defendant testifies and is cross-examined. Evidence is considered. An adult judge presides and the teen jury deliberates and reaches a verdict and determines the sentence which includes mandatory community service and jury duty in future Teen Courts. Upon completion of the Teen Court sentence the Municipal Court charges against the juvenile are dismissed.

### **WHO IS ELIGIBLE FOR TEEN COURT?**

Youth who are under the age of 18 and who are alleged to have committed a status offense or an act of delinquency which would be considered a misdemeanor if committed by an adult. The decision to extend the option to enter the Teen Court as an alternative procedure is made by the local circuit court if the court finds that the youth is suitable for the program. Also, the youth must consent to participation in the program as must his or her parent or guardian. A youth may only appear in Teen Court once within a two-year period.

### **HOW ARE THE TEEN JUROR, BAILIFFS, AND ATTORNEYS SELECTED?**

Volunteer students from grades seven through twelve from local county schools are selected to serve on Teen Courts. School administrators and teachers may also nominate teens for participation in Teen Court. Teens may also nominate themselves. Parents/guardians must consent to the teens' participation. Mandatory training sessions are held each semester for all interested teens. Teens appointed as attorneys are assigned an adult attorney mentor to assist them in trial preparation. Previously sentenced teens are added to the peer jury pool.

### **WHAT TYPES OF SENTENCES ARE IMPOSED BY TEEN COURT?**

Sentences imposed by teen juries must include community service and participation in future Teen Court sessions as jurors. Sentences may also include restitution to the victim, letters of apology, remedial classes (theft, alcohol education, etc.) and essays. Sentencing is intended to be constructive, and to involve the defendant actively in the community as well as in future Teen Court sessions.

### **HOW IS TEEN COURT FUNDED?**

In counties with Teen Courts, a fee of up to \$5 is added to all traffic violations, all felonies, misdemeanors and local ordinances. Fees are collected by the clerk of courts and deposited into an account specifically for the operation and administration of a teen court program. The clerk of court of the conviction assesses the fees and remits them to the teen court program. Mandatory fees established by the county commission or city council for teen court are paid by the defendant on a judgment of guilty or a nolo contendere plea for each violation committed in the county or municipality of any felony, misdemeanor or any local ordinance, including traffic violations and moving violations but excluding municipal parking ordinances.

### **WHAT ARE THE BENEFITS OF TEEN COURT?**

To the defendant:

- *Interruption of a potential pattern of inappropriate behavior.*
- *Improvement of self-esteem resulting from successful completion of the program.*
- *Reinforcement of positive behavior.*
- *Accountability. An opportunity for a young person to avoid a criminal record.*

To the community:

- *Service to the community benefiting the entire community.*
- *Parent-guardian involvement.*
- *Reduction of the case load in the juvenile justice system.*
- *Dramatic reduction in the number of repeat offenders.*

To the schools:

- *A positive alternative for students who have stepped "off track" for the first time.*

- Judgment of a teen by their "peers" which in many cases has a more powerful impact than adult discipline.
- Real consequences for delinquent behavior in the school environment.

To the student volunteers:

- Involvement in redirecting peers.
- A better understanding of the judicial system by teens through hands-on participation.
- Reinforcement of good citizenship.
- Improvement of public speaking and advocacy skills.

### HOW CAN I LEARN MORE?

The Family Resource Network of the Panhandle is working to bring Teen Court to Jefferson and Berkeley Counties. To learn more or give your support, contact Teresa at 304-263-0603, ext. 228 or [uwepfrn@comcast.net](mailto:uwepfrn@comcast.net) or Sarah Gabrielson at [joyg2009@yahoo.com](mailto:joyg2009@yahoo.com).

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

The FRN requests that the County Commission approve the addition of a mandatory \$5 fee to be paid by the defendant on a judgment of guilty or a plea of nolo contendere for each violation committed in the county of any felony, misdemeanor or any local ordinance, including traffic violations and moving violations but excluding municipal parking ordinances.

This fee is outlined in (ARTICLE 5. JUVENILE PROCEEDINGS, §49-5-13d Teen court program), reprinted below:

Each county that operates, or wishes to operate, a teen court program as provided in this section is hereby authorized to adopt a mandatory fee of up to five dollars to be assessed as provided in this subsection. Municipal courts may assess a fee pursuant to the provisions of this section upon authorization by the city council of said municipality. Assessments collected by the clerk of the court pursuant to this subsection shall be deposited into an account specifically for the operation and administration of a teen court program. The clerk of the court of conviction shall collect the fees established in this subsection and shall remit the fees to the teen court program.

Any mandatory fee established by a county commission or city council in accordance with the provisions of this subsection shall be paid by the defendant on a judgment of guilty or a plea of nolo contendere for each violation committed in the county or municipality of any felony, misdemeanor or any local ordinance, including traffic violations and moving violations but excluding municipal parking ordinances.

Attachments:  
What is Teen Court?  
Informational brochure

## **WHAT IS TEEN COURT?**

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- *Parent-guardian involvement.*
- *Reduction of the case load in the juvenile justice system.*
- *Dramatic reduction in the number of repeat offenders.*

To the schools:

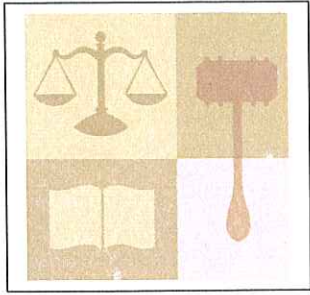
- *A positive alternative for students who have stepped "off track" for the first time.*
- *Judgment of a teen by their "peers" which in many cases has a more powerful impact than adult discipline.*
- *Real consequences for delinquent behavior in the school environment.*

To the student volunteers:

- *Involvement in redirecting peers.*
- *A better understanding of the judicial system by teens through hands-on participation.*
- *Reinforcement of good citizenship.*
- *Improvement of public speaking and advocacy skills.*

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## **JEFFERSON COUNTY TEEN COURT**

The Family Resource Network of the Panhandle

218 West King Street

Martinsburg, WV 25401

### **What is Teen Court?**

The Jefferson County Teen Court program is a community based intervention/prevention program designed to provide an alternative response for the juvenile justice system for first-time, nonviolent, misdemeanor juvenile offenders, in which community youth determine the appropriate sanctions for the offender. The program will hold youthful offenders accountable and provide educational services to offenders and youth volunteers in an effort to promote long-term behavioral change that leads to enhanced public safety.

### **Benefits of Teen Court**

Teen court program benefit the community, offenders, youth volunteers, schools, and the juvenile justice system by;

- Program has a proven track record of low recidivism rates
- Responds more quickly than traditional juvenile court
- Cost Effective
- Reinforces positive behavior
- Interruption of a potential pattern of inappropriate behavior
- Involves youth volunteers in the community and local issues
- Provides youth volunteers a forum to build competencies (conflict resolution, public speaking, and problem solving)
- Judgment of a teen by "peers" which may have a more profound impact than adult discipline
- Positive peer pressure
- Real Consequences for delinquent behavior in the school environment
- Does not further 'clog' the juvenile justice system
- Each case would provide a minimum of 16 hours of community service in Jefferson County
- Youth are held accountable at the first offense
- Saves the juvenile justice system money

### **Teen Court in West Virginia and around the United States**

There are currently 12 counties participating in the teen court model in West Virginia and many more developing programs. Nationwide there are over one thousand teen court programs operating. Teen court programs are supported by volunteers and funded by a \$5 fee added onto traffic citations and any case that pays court fees.

<p>Commission Office Use Only</p> <p>Date on Agenda: 6-2-11</p> <p>Appt Time or New Business: 11:45 am</p>
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**AGENDA REQUEST FORM**

Name: Elizabeth Wheeler

Department or Entity: Jefferson County Farmland Protection Board

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: June 2, 2010

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

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

**It is hoped to close the purchases of these conservation easements this month (June) and we have only a small window of opportunity to complete the transactions.**

Subject: **Approval of deeds of farmland conservation easement on two properties: R-3 and EE**

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

The attached easements are scheduled to close June 9. Matching funding is provided for all easements through the USDA/Natural Resources Conservation Service and the Jefferson County Farmland Protection Program. The combined acreage of the two easements is 183 acres with a cost to the JCFPB of \$437,850.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **that the Jefferson County Commission approve the purchase by the Jefferson County Farmland Protection Board for the Jefferson County Farmland Protection Program of conservation easements on the properties in Jefferson County owned by the following persons: Judith A. Hockman and Laurie L. Scott.**

Attachments: **Map of easement locations, 2 deeds of easement.**

## DEED OF CONSERVATION EASEMENT

This **DEED OF CONSERVATION EASEMENT** ("Easement") is made this \_\_\_\_\_ day of April, 2011, by Twin Ridge Orchard Company Inc., a West Virginia Corporation having an address at 600 South Church Street, Charles Town, WV 25414 ("Grantor"), to the Jefferson County Farmland Protection Board ("FPB" or "Grantee") having its mailing address at P.O. Box 731, Charles Town, WV 25414, the Land Trust of the Eastern Panhandle, Inc. ("Trust" or "Co-holder") having the same rights as conveyed to the Grantee and whose mailing address is P.O. Box 2240, Martinsburg, WV 25402, and the United States of America ("United States"), by and through the Commodity Credit Corporation, and the acquiring agency, the U.S. Department of Agriculture-Natural Resources Conservation Service ("NRCS"), with its mailing address as 1550 Earl Core Road, Morgantown, WV 26505 as its interest appears herein.

The FPB, the Trust and the United States are hereinafter collectively referred to as the "Grantees". For purposes of this agreement, references to the rights, duties and obligations of Grantor and Grantee apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Jefferson County, West Virginia, consisting of 134.74 acres of land, more or less, and more particularly described in Exhibit A, incorporated herein by reference (the "Property"). The Property is also described in a deed of record in the office of the Clerk of the County Commission, Jefferson County at Deed Book 253, Page 555;

WHEREAS, the Property possesses agricultural, including prime, unique and significant soils; open space and natural values (collectively, "Conservation Values") of great importance to Grantor, the people of Jefferson County, and the people of the State of West Virginia, and all current and future generations of mankind;

WHEREAS, the Farm and Ranch Lands Protection Program (16 USC 3838h and 3838i) purchases conservation easements to protect prime, unique, and other productive soils from conversion to non-agricultural uses. Under the authority of the Farm and Ranch Lands Protection Program, the United States Department of Agriculture's Natural Resources Conservation Service has provided \$336,850.00 to Grantor for the acquisition of this conservation easement, entitling the United States to the rights identified herein;

WHEREAS, Grantee has provided \$336,850.00 under the Jefferson County Farmland Protection Program to purchase a conservation easement on 134.74 acres of the Property.

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, on file at the offices of the Grantee and incorporated by reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Property at the time of this contract and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, Grantor and Grantees have the exclusive common purpose of preserving the agriculture and open space character of the Property;

## DEED OF CONSERVATION EASEMENT

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantees the right to preserve and protect the Conservation Values of the Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia ("Legislature") has recognized the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia;

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to support the irreversible loss of agricultural land. The legislature authorizes the State of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs and to accept qualifying properties voluntarily entered into the program;

WHEREAS, the County Commission of Jefferson County, West Virginia ("County Commission") has declared that the agriculture community of Jefferson County provides sources of agricultural products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls urban expansion which is consuming land, topsoil and woodland of the county;

WHEREAS, the County Commission has resolved to provide persons of Jefferson County an opportunity to voluntarily protect agricultural land by creating the Jefferson County Farmland Protection Board and authorizing it to create and administer the Jefferson County Farmland Protection Program;

WHEREAS, the Trust is a non-profit corporation incorporated under the laws of the State of West Virginia and a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code and qualified under Section 170(h) of the Internal Revenue Code to receive qualified conservation contributions, whose purpose is to preserve land for natural, historic, open space, scenic, recreational, environmental, agricultural, scientific, charitable, educational and aesthetic purposes;

WHEREAS, Grantee is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Jefferson County by the voluntary placement of conservation or preservation easements on eligible property; and

WHEREAS, Grantee affirms that this Easement represents a unique and valuable asset to the quality of life in Jefferson County and that by the acceptance of this Easement that it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination. It agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come in the future;

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, Grantor hereby voluntarily grants, bargains, and conveys to Grantees and the

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United States a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to assure that the Property will be retained forever in its natural, agricultural, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, including its prime, unique, and important soils.

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth. The parties agree that the United States is granted the same rights as the Grantee under the terms of this Easement. However, the United States will only exercise its rights set forth below at section II 4 (e). Until such time, if ever, the United States exercises its rights under this Easement, Grantee is the primary manager and enforcer of this Easement.

## I. TERMS, CONDITIONS AND RESTRICTIONS

Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from their ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. The following terms, conditions and restrictions clarify and govern the intent of Grantor and Grantee:

**1. Use and Quiet Enjoyment.** Grantor has the right to reside on the property and to benefit from all aspects of the quiet enjoyment of the Property. Grantor has the right to engage in any and all personal recreational uses of the property, including but not limited to hiking; touring; swimming; camping, biking; hunting and fishing; that require no development of the land and are consistent with the Conservation Values.

**2. Agricultural Uses of the Land.** Grantor may engage in any and all agricultural uses of the Property. For example, the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits, nuts and vegetables of all kinds; nursery, floral and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Property are permitted. Any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, or related activities, shall be considered an agricultural activity. However, such activities or businesses must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

**3. Agricultural Structures.** Grantors have the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Property. Agricultural structures shall be constructed or placed within the area described in Exhibit C ("Farmstead Complex Area"), and shall be limited by the maximum square footage as described in *Terms, Conditions and Restrictions-Maximum Impervious Surface Coverage*.

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4. **Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products produced primarily on the Property that are supportive and agriculturally compatible may be established on the Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products, as long as not more than 2,000 square feet of structures are erected to facilitate such retail sales.

5. **Activities for Religious, Charitable or Educational Purposes or to Foster Tourism.** Activities or businesses undertaken for charitable or educational purposes or to foster tourism may be conducted on the Property in order to foster rural economic uses while protecting the rural character of the Property. Such activities or businesses must be compatible with and supportive of the rural character of the Property, and must remain incidental to the agricultural and open space character of the Property.

- (a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster tourism must be undertaken in the agricultural structures permitted under *Agricultural Structures* or *Residential Dwellings*; no other structures are permitted on the Property.
- (b) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.
- (c) Commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.
- (d) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.

6. **Home-based Businesses.** Any home-based business that does not require a Division of Environmental Protection permit to operate may be conducted on the Property, provided that:

- (a) The occupation or business use must be conducted entirely within the single residential dwelling or appurtenances allowable under *Terms, Conditions and Restrictions—Residential Dwellings*.
- (b) The use of the dwelling for the home occupation shall be clearly incidental and subordinate to the use of the dwelling for residential purposes.

### 7. **Residential Dwellings.**

Grantors and Grantee acknowledge the existence of two (2) Worker Dwellings on the Property as more fully described in Exhibit B. The Worker Dwellings will house seasonal labor in the agriculture operation. No other Worker Dwellings shall be constructed or placed on the Property.

- (a) The two Worker Dwellings shall be contained in a building envelope (“Residential Area”) no greater than two (2) acres.
- (b) Grantors have the right to maintain, repair, enlarge or replace each allowed Worker Dwellings as they may so desire, except that the cumulative impervious surface of the two Worker Dwellings is limited to 5,000 square feet.
- (c) Grantors have the right to construct appurtenances such as garages, sheds and recreational facilities within the building envelope, except that the total allowed impervious surface

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within the building envelope, including the Worker Dwellings, shall not exceed 9,000 square feet.

- (d) The Worker Dwellings may house one or more families or occupants, but shall not be converted to a multi-family dwelling.

**8. Transfer of Development Rights.** The Protected Property and any portion thereof shall not be included as part of the gross area of other property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open spaces requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of Grantees, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Protected Property.

**9. Subdivision.** It is the intention of Grantor to protect the open space values of the Property. Accordingly, subdivision of land is prohibited.

**10. Maximum Impervious Surface Coverage.**

The total surface coverage of impervious surfaces on the Property shall be subject to the limitations defined below.

- (a) Impervious surfaces shall be defined as any material which covers land and inhibits the percolation of stormwater directly into the soil, including, but not limited to, buildings, roofs, the area covered by permanent or nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas.
- (b) The total surface coverage of the Property by all impervious surfaces, including all Worker Dwellings, structures considered as an appurtenance to such dwellings, structures associated with agricultural uses, driveways and parking areas, shall not exceed 117,385 square feet.
- (c) Provided, however, that temporary gravel areas may be laid within orchards where gravel does not exist on the Property at the time of granting this easement as long as the same remains incidental to and subordinate to and directly supportive of the agricultural and open space character of the Property and is in accordance with agricultural or horticultural practices customary in the area.

**11. Removal of Natural Resources.** Ditching, draining, diking, filling, excavating, removal of topsoil or sand, gravel or rock on the Protected Property is prohibited, except when such activities are conducted in order to carry out activities permitted under this Easement, are in accordance with a conservation plan, do not exceed one (1) acre in total area and are restored within a reasonable time period. The exploration, development, mining or extraction of minerals, oil, gas or any other hydrocarbon substance from the Property is prohibited.

**12. Management of Woodland Resources**

Removal, destruction and cutting or harvesting of trees, shrubs, and other woodland resources is prohibited except:

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- a) Non-commercial forestry activities which include the following: Agriculturally related low-impact timber harvest and sale including the management of the forest for timber, and/or for wildlife and forest health where those activities are conducted in accordance with a Forest Stewardship Plan prepared or reviewed by a licensed, registered West Virginia forester which has been updated no more than ten (10) years prior to the harvest. The Forest Stewardship Plan must be approved by Grantee. This easement allows for the growing and sale of Christmas trees, orchard products and nursery stock; and the growing and sale of ornamental plants and woodland products for human consumption. Only commercial timber harvest shall be prohibited.
- b) To the extent necessary for application of sound disease or insect control practices and removal of non-native invasive species;
- c) To control or prevent fire, damage to improvements, and the endangerment of life;
- d) To cut firewood for use on the property;
- e) For construction or maintenance of permitted structures or landscaping within the Residential Area or for access otherwise permitted in this Easement;
- f) To remove, destroy and cut orchard tree species which may include the cutting thereof for firewood for use on the Property or for sale; the sale of orchard tree species firewood is exempt from the Forest Stewardship Plan if grown within the agricultural operation.
- g) For the maintenance or the improvements of pastures whether existing presently or in the future.

**13. Other Construction.** Except as specifically permitted above, there shall be no constructing or placing of any buildings; manufactured homes; swimming pools or other recreational facilities; commercial lighting or any other temporary or permanent structure or facility on or above the premises.

**14. Signs.** Except for no trespassing signs, for-sale signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. Each permitted sign may not exceed 15 square feet per sign.

**15. Wastes.** Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines or other material on the Property is prohibited. However, composting of biodegradable material used or produced on the Property to improve gardens and pastures on the Property is permitted so long as composting and its application is consistent with a conservation plan.

**16. Utilities.** Grantor shall not sell, lease or grant an easement covering any portion of the Property where such sale, lease or easement is for the purpose of construction and installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers. Grantor may install utilities necessary for the permitted residential and agricultural structures.

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17. **Streams, Wetland and Water Bodies.** There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity or which could alter natural water level and/or flow in or over the Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds and allow the reasonable use of the available water of the property for agricultural purposes permitted by this easement. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Property shall be considered an agricultural use. Expansion and construction of ponds and structures outside the Farmstead Complex Area shall in accordance with the conservation plan. Farm ponds both inside and outside the Farmstead Complex Area shall not exceed one (1) acre in area.

## II. GENERAL PROVISIONS

1. **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

2. **Rights of the Grantees.** To accomplish the purpose of this Easement the following rights are conveyed to Grantees or their agents by this Easement:

(a) To preserve and protect the Conservation Values of the Property;

(b) To enter upon the Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to *General Provision—Grantee's Remedies*.

3. **Grantee Notification/Approval.** Grantor reserves for itself the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of the Grantee.

### 4. **Grantee's Remedies.**

(a) **Notice of Violation; Corrective Action.** If Grantee determines that Grantors are in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantors of such violation and demand corrective action within 60 days sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) **Injunctive Relief.** Grantee, its successors or assigns, jointly or severally shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the Property to the condition existing at the time of

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this Easement in order to correct any violation(s) of this Easement. The Grantee rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agree that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantor agrees that the Baseline Documentation shall be deemed to provide objective information concerning the Property's condition at the time of this grant.

(c) **Costs of Enforcement.** Any costs incurred by the Grantee in enforcing the terms of this Easement against the Grantor, including without limitation, costs of suit and attorneys' fees, and any costs or restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantor. If Grantor prevail in action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by the Grantee. Costs incurred by Grantee in enforcing the terms of this Easement against any third party shall be borne by the FPB. The preceding two sentences shall not apply to the United States should the United States exercise its rights under (e) below.

(d) **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

(e) **Rights of Enforcement.** Under this Conservation Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary) or his assigns, on behalf of the United States, may exercise these rights under the following circumstances: In the event that the Grantee fails to enforce any terms of this Conservation Easement, as determined in the sole discretion of the Secretary, the Secretary and his or her successors or assigns may exercise the United States' rights to enforce the terms of this Conservation Easement through any all authorities available under Federal or State Law.

(f) **Conservation Plan.** As required by section 12381 of the Food Security Act of 1985, as amended, the Grantor, their heirs, successors, or assigns, shall conduct all agricultural operations on the highly erodible lands within the Protected Property in a manner consistent with a conservation plan prepared in consultation with the NRCS and approved by the Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Easement. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. The NRCS shall have the right to enter upon the Property, with advance notice to the Grantor and Grantee, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, the NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the

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conservation plan, the NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event of circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant Based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the grantor may be or become subject.

The conservation plan described above, and all provisions of this section, apply only to the highly erodible land and wetlands conservation requirements. Such highly erodible land and wetlands, if any, is described in the Baseline Documentation and incorporated here by reference. The Grantor agrees that the NRCS shall share, through written communication with the Grantee, information related to monitoring for compliance with the conservation plan; findings of compliance or noncompliance; and any proceedings under appeal rights applicable under NRCS regulations related to a violation of the conservation plan.

In addition, as of the date of this Easement, the Grantor and NRCS certify that the Grantor is in compliance with all highly erodible land and wetland conservation provisions.

**5. Grantee and Co-holder's Rights and Obligations.** Grantee shall have the primary responsibility of stewardship and monitoring of this easement, determining if a violation has occurred, and for approving any amendments to the Deed of Conservation Easement. These duties may be fulfilled directly by Grantee or its agent, or Grantee may arrange to have the Co-holder fulfill these duties. Grantee will share with the Co-holder monitoring and stewardship information, including but not limited to written notices to Grantee and monitoring reports, in the event that the Co-holder is not acting to complete these duties through an arrangement with the Grantee.

The Grantee is responsible for any costs incurred in enforcing the terms of the easement, including any attorney's fees and any costs of the suit. Grantee can recover costs from Grantor or third party as described in Grantee's Remedies above. The Grantee and Co-holder shall make every good faith effort to determine a unified course of action should a potential or actual violation of the easement arise.

Co-holder shall have the right to enforce the terms of the Easement if Grantee becomes unable or refuses to enforce the Easement, or if Co-holder in its sole discretion finds that Grantee's enforcement action or consent fails to protect the conservation purposes of the Easement. In such case, the provisions of paragraph 4 above apply equally to the Co-holder.

**6. Acts beyond the Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency

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conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees that Grantee has the right to pursue enforcement action against the responsible parties.

**7. Costs, Legal Requirements and Liabilities.** Grantor, its heirs, successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

**8. Control.** Nothing in this Easement shall be construed as giving rise to any right or ability of Grantee or the United States to exercise physical or managerial control over the day-to-day operations of the Property, or any responsibility to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

**9. Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.

**10. Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantees and the United States and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: an injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties and only that negligent party shall be deprived of this protection.

**11. Environmental Warranty.** "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property.

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Grantor warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property exceeding regulatory limits. Moreover, Grantor hereby promises to indemnify and hold harmless the United States against all costs, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantee.

**12. Proceeds for Extinguishment.** The conveyance of this Easement gives rise to a property right immediately vested in the Grantee and the United States. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, upon approval by the USDA-NRCS or its successors and by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Grantee and the United States shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be an amount equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property as these values are determined on the date of this Deed, or 62.5% of the net proceeds. The proportional shares of the Grantee and the United States are 45% and 50% respectively. Grantors are entitled to 37.5% of the gross sale proceeds or condemnation award. Grantees shall use their shares of the proceeds in a manner consistent with the conservation purposes set forth herein.

In making this Easement, Grantor has considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantor believe that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantor and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement.

**13. Condemnation.** Due to the federal interest in this Easement, the United States must consent to any condemnation action. If the Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantor shall be entitled to compensation at not less than the fair market value of the Property determined without regard to the existence of the Easement.

**14. Assignment.** This Easement is not transferable by the Grantee to any other local, county or state department, board, agency, commission or successor. In the event that the Jefferson County Farmland Protection Board ceases to operate or exist, and the United States declines to take sole title as set forth above at under II. 4. (e) herein, the rights of the FPB under this Easement shall be transferred to the Co-holder or an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (WV Code 20-12-1, et seq., 1995). The USDA-NRCS or its successor must approve any such transfer in advance.

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Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the Easement was originally intended to advance. The transfer of the easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantor.

**15. Subsequent Transfers.** Grantor agree to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

**16. Estoppel Certificates.** Upon request by Grantor, the FPB shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor' compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

**17. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantor: Twin Ridge Orchard Company, Inc.  
600 S. Church Street  
Charles Town, WV 25414

To Grantee: Jefferson County Farmland Protection Board  
P.O. Box 731  
Charles Town, WV 25414

To Co-Holder: Land Trust of the Eastern Panhandle, Inc  
P.O. Box 2240  
Martinsburg, WV 25402

United States: Natural Resources Conservation Service  
1550 Earl Core Road  
Morgantown, WV 26505

or to such other address as either party from time to time shall designate by written notice to the other.

**18. Recordation.** Grantee shall record this instrument in timely fashion with the Office of the Clerk of Jefferson County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

**19. Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor, the FPB, the Co-Holder, and the United States are free to jointly amend this Easement; provided that no amendment shall be allowed that will invalidate this Easement or be inconsistent with the purpose of this Easement, and shall not affect its perpetual

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duration. Any such amendment shall be recorded as above specified. No such amendment shall be effective unless in writing and signed by all parties hereto.

### 20. Other Provisions.

(a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia and the United States.

(b) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantor's title in any respect.

(d) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(e) **Captions.** The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

(f) **Subordination.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.

(g) **Title Warranties.** Grantor warrant that Grantor has good title to the Property; that Grantor has the right to convey this Easement, and that the Property is free and clear of any encumbrances.

(h) **Merger.** If Grantee at some future time acquires the underlying fee title in the Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate.

# DEED OF CONSERVATION EASEMENT

DECLARATION OF CONSIDERATION OF VALUE. The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of property right to Federal and county governmental entities, and therefore, is exempt from the West Virginia excise tax due on the transfer of real property.

IN WITNESS WHEREOF Grantor and Grantee have set their hand:

GRANTOR:

**Twin Ridge Orchard Company, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

GRANTEE:

**Jefferson County Farmland Protection Board**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CO-HOLDER:

**Land Trust of the Eastern Panhandle, Inc**

# DEED OF CONSERVATION EASEMENT

Signature

\_\_\_\_\_

Date

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
, 2011 by \_\_\_\_\_, duly authorized representative of the Landowner, on behalf of Twin  
Ridge Orchard Company, Inc.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of  
February, 2011 by \_\_\_\_\_, Chairman on behalf of the Jefferson County Farmland  
Protection Board

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# DEED OF CONSERVATION EASEMENT

## ACCEPTANCE OF PROPERTY INTEREST BY THE NATURAL RESOURCES CONSERVATION SERVICE

The Natural Resources Conservation Service, an agency of the United States Government, hereby accepts and approves the foregoing conservation easement deed, and the rights conveyed therein, on behalf of the United States of America.

\_\_\_\_\_

Authorized Signatory for the NRCS

State of West Virginia

County of \_\_\_\_\_

On this \_\_\_ day of February, 2011, before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_ known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that s/he is the \_\_\_\_\_ (title) of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be her/his voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

# DEED OF CONSERVATION EASEMENT

## SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement
- B. Residential Dwelling(s)- Worker dwellings
- C. Farmstead Complex Area

## Deed of Conservation Easement

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This **DEED OF CONSERVATION EASEMENT** ("Easement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Laurie L. Scott ("Grantor"), whose mailing address is 424 Molers Trace, Harpers Ferry, WV 25425, to the Jefferson County Farmland Protection Board ("FPB" or "Grantee") having its mailing address at P.O. Box 731, Charles Town, WV 25414, the Land Trust of the Eastern Panhandle ("Trust" or "Co-holder"), having the same rights as conveyed to the Grantee and whose mailing address is P.O. Box 2240, Martinsburg, WV 25402, and the United States of America ("United States"), by and through the Commodity Credit Corporation, and the acquiring agency, the U.S. Department of Agriculture-Natural Resources Conservation Service ("NRCS"), with its mailing address at 1550 Earl Core Road, Morgantown, WV 26505 as its interest appears herein. For purposes of this agreement, references to the rights, duties and obligations of Grantor and Grantee apply equally and in full force to any successors to the parties to this agreement.

WITNESSETH:

WHEREAS, Grantor is the sole owner in fee simple of certain real property in Jefferson County, West Virginia, consisting of 48.18 acres of land (the "Property"), more or less, as described in Exhibit A incorporated herein by reference. The Property is also described in a deed of record in the office of the Clerk of the County Commission, Jefferson County at Deed Book 987, at Page 308;

WHEREAS, the Property possesses agricultural, including prime, unique and significant soils; open space and natural values (collectively, "Conservation Values") of great importance to Grantors, the people of Jefferson County, and the people of the State of West Virginia, and all current and future generations of mankind;

WHEREAS, the Farm and Ranch Lands Protection Program (16 USC 3838h and 3838i) purchases conservation easements to protect prime, unique, and other productive soils from conversion to non-agricultural uses. Under the authority of the Farm and Ranch Lands Protection Program, the United States Department of Agriculture's Natural Resources Conservation Service has provided \$101,000.00 to Grantors for the acquisition of this conservation easement, entitling the United States to the rights identified herein;

WHEREAS, Grantee has provided \$101,000.00 under the Jefferson County Farmland Protection Program to purchase a conservation easement on 48.18 acres of the Property;

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property, on file at the offices of Grantee, and incorporated by reference ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide an accurate representation of the Property at the time of this contract and which is intended to serve as an objective information baseline for monitoring compliance with the terms of this Easement;

WHEREAS, Grantors and Grantee have the exclusive common purpose of preserving the agriculture and open space character of the Property;

## DEED OF CONSERVATION EASEMENT

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity;

WHEREAS, the Legislature of the State of West Virginia ("Legislature") has recognized the importance and significant public benefit of conservation and preservation easements in its ongoing efforts to protect the natural, historic, agricultural, open-space and scenic resources of the State of West Virginia;

WHEREAS, the Legislature has declared that agriculture is a unique life support industry, and recognizes the need to prevent the irreversible loss of agricultural land. The Legislature authorizes the State of West Virginia and its counties so desiring to protect agricultural land and woodland as open-space land, to develop programs and to accept qualifying properties voluntarily entered into the program;

WHEREAS, the County Commission of Jefferson County, West Virginia ("County Commission") has declared that the agriculture community of Jefferson County provides sources of agricultural products for the citizens of the state; enhances tourism, protects worthwhile community values, institutions and landscapes which are inseparably associated with traditional farming; and controls urban expansion which is consuming land, topsoil and woodland of the county;

WHEREAS, the County Commission has resolved to provide persons of Jefferson County an opportunity to voluntarily protect agricultural land by creating the Jefferson County Farmland Protection Board and authorizing it to create and administer the Jefferson County Farmland Protection Program;

WHEREAS, the Trust is a non-profit corporation incorporated under the laws of the State of West Virginia and a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code and qualified under Section 170(h) of the Internal Revenue Code to receive qualified conservation contributions, whose purpose is to preserve land for natural, historic, open space, scenic, recreational, environmental, agricultural, scientific, charitable, educational and aesthetic purposes;

WHEREAS, The Grantee is a public agency established to provide landowners with an opportunity to voluntarily protect agricultural land in Jefferson County by the voluntary placement of conservation or preservation easements on eligible Property;

WHEREAS, the Grantee affirms that this Easement represents a unique and valuable asset to the quality of life in Jefferson County and that by the acceptance of this Easement that it will act in good faith to uphold the conservation easement and not seek to benefit from its conversion or elimination. It agrees by accepting this grant to honor the intentions of Grantors stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come in the future; and,

NOW, THEREFORE, in consideration of the above and the mutual covenants, good and valuable consideration, terms, conditions and restrictions contained herein, and pursuant to the laws of West Virginia, Grantor hereby voluntarily grants, bargains, and conveys to Grantee and the United States a conservation easement in perpetuity over the Property of the nature and character

# DEED OF CONSERVATION EASEMENT

and to the extent hereinafter set forth in this Easement. It is the purpose of this Easement to assure that the Property will be retained forever in its natural, agricultural, and open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property, including its prime, unique, and important soils.

To achieve these objectives, the terms, conditions, and restrictions of this Easement are hereinafter set forth. The parties agree that the United States is granted the same rights as the Grantee under the terms of this Easement. However, the United States will only exercise its rights set forth below at section II 4 (e). Until such time, if ever, the United States exercises its rights under this Easement, Grantee is the primary manager and enforcer of this Easement.

## I. TERMS, CONDITIONS AND RESTRICTIONS

Grantor reserves to herself, and to her personal representatives, heirs, successors, and assigns, all rights accruing from her ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. The following terms, conditions and restrictions clarify and govern the intent of Grantor and Grantee:

**1. Use and Quiet Enjoyment.** Grantor has the right to reside on the Property and to benefit from all aspects of the quiet enjoyment of the Property. Grantor has the right to engage in any and all personal recreational uses of the Property, including but not limited to hiking; touring; swimming; camping, biking; hunting and fishing; that require no development of the land and are consistent with the Conservation Values.

**2. Agricultural Uses of the Land.** Grantor may engage in any and all agricultural uses of the Property. For example, the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, dairy and dairy products; poultry and poultry products; equestrian uses; livestock and fowl uses and livestock and fowl products; bees and apiary products; fruits nuts and vegetables of all kinds; nursery, floral and greenhouse products; aquaculture; a grain mill; and the processing and storage of the agricultural products produced principally on the Property are permitted. Any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, riding instruction or related activities, shall be considered an agricultural activity. However, such activities or businesses must be undertaken in the permitted agricultural or residential structures and must be consistent with the Conservation Values.

**3. Agricultural Structures.** Grantor has the right to maintain, construct, and place agricultural structures contributing to the production, primary processing, direct marketing and storage of products produced principally on the Property. Agricultural structures shall be constructed or placed on the Property either within the areas described in Exhibit C ("Farmstead Complex Area") or within the Retained Development Right area (Exhibit D) and shall be limited by the maximum square footage as described in *Terms, Conditions and Restrictions-Maximum Impervious Surface Coverage*.

## DEED OF CONSERVATION EASEMENT

4. **Retail Sale of Farm Products.** Businesses directly related to the retail sale of farm products produced primarily on the Property that are supportive and agriculturally compatible may be established on the Property. Such businesses include roadside stands or structures to facilitate the direct sale to the public of agriculture products, as long as not more than 2,000 square feet of structures are erected to facilitate such retail sales.

5. **Activities for Religious, Charitable or Educational Purposes or to Foster Tourism.** Activities or businesses undertaken for charitable or educational purposes or to foster tourism may be conducted on the Property in order to foster rural economic uses while protecting the rural character of the Property. Such activities or businesses must be compatible with and supportive of the rural character of the Property, and must remain incidental to the agricultural and open space character of the Property.

- (a) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or educational purposes or to foster tourism must be undertaken in the agricultural structures permitted under *Agricultural Structures* or *Residential Dwellings*; no other structures are permitted on the Property.
- (b) The stables, horseback riding arenas both within and outside the barn, and supporting pavilion(s) and buildings are considered agricultural buildings. Such buildings shall be located within the Farmstead Complex Area described in Exhibit C, and shall be limited by the maximum square feet as described in *Terms, Conditions and Restrictions—Maximum Impervious Surface Coverage*.
- (c) Accommodation of tourists and visitors is permitted but only within permitted residential structures and appurtenances, and/or agricultural structures, except for rural recreational activities such as hayrides, corn mazes, etc.
- (d) Accommodation of overnight guests is permitted, but only within permitted residential structures.
- (e) Commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, jet skis, motorized boats or any other types of mechanized vehicles whether or not considered to foster tourism is prohibited.
- (f) Extensive commitment of land resources as required by golf courses, racetracks, tennis clubs, baseball, soccer and other ball fields and similar uses whether or not considered to foster tourism is prohibited.

6. **Home-based Businesses.** Any home-based business that does not require a Division of Environmental Protection permit to operate may be conducted in the Farmstead Complex, provided that:

- (a) The occupation or business use must be conducted entirely within the single residential dwelling or appurtenances allowable under *Terms, Conditions and Restrictions—Residential Dwellings*.
- (b) The use of the dwelling for the home occupation shall be clearly incidental and subordinate to the use of the dwelling for residential purposes.

7. **Residential Dwellings.** Grantors and Grantee acknowledge that existence of 1 (one) single residential dwelling on the Property as more fully described in Exhibit B (“Residential Area”). In addition, Grantors may construct 1 (one) additional single residential dwellings on the Property, to be located within a building envelope as indicated in Exhibit D (the “Retained

# DEED OF CONSERVATION EASEMENT

Development Right”). No other single residential dwellings shall be constructed or placed on the Property.

- (a) Each single residential dwelling shall be contained in a building envelope (“Residential Area”) no greater than two (2) acres per dwelling. The Retained Development Right may be constructed anywhere within the building envelope described in Exhibit D.
- (b) Grantors have the right to maintain, repair, enlarge or replace each allowed single residential dwelling as they may so desire, except that the impervious surface of each such single residential dwelling is limited to 5,000 square feet.
- (c) Grantors have the right to construct appurtenances such as garages, sheds and recreational facilities within each building envelope, except that the total allowed impervious surface within each building envelope, including the single residential dwelling(s), shall not exceed 9,000 square feet.
- (d) The single residential dwelling may house one or more families or occupants, but shall not be converted to a multi-family dwelling.

## **8. Transfer of Development Rights.**

The Property and any portion thereof shall not be included as part of the gross area of other Property not subject to this Conservation Easement for the purposes of determining density, lot coverage, or open spaces requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. No development rights which have been encumbered or extinguished by this Conservation Easement shall be transferred to any other lands pursuant to a transferable development rights scheme or cluster development arrangement or otherwise; provided, however, that with prior written permission of Grantees, this paragraph shall not preclude such transfer of development rights resulting from the destruction or demolition of any existing residential building on the Property.

**9. Subdivision.** It is the intention of Grantor to protect the open space values of the Property. Accordingly, subdivision of the Property is prohibited.

**10. Maximum Impervious Surface Coverage.** The total surface coverage of impervious surfaces on the Property shall be subject to the limitations defined below.

- (a) Impervious surfaces shall be defined as any material which covers land and inhibits the percolation of stormwater directly into the soil, including, but not limited to, buildings, roofs, the area covered by permanent or nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas.
- (b) The total surface coverage of the Property by all impervious surfaces, including all single residential dwellings, structures considered as an appurtenance to such dwellings, structures associated with agricultural uses, driveways and parking areas, shall not exceed 41,974 square feet.

**11. Removal of Natural Resources.** Ditching, draining, diking, filling, excavating, removal of topsoil or sand, gravel or rock on the Property is prohibited, except when such activities are conducted in order to carry out activities permitted under this Easement, are in accordance with a conservation plan, do not exceed one (1) acre in total area and are restored within a reasonable time period. The exploration, development, mining or extraction of minerals, oil, gas or any other hydrocarbon substance from the Property is prohibited.

## DEED OF CONSERVATION EASEMENT

**12. Management of Woodland Resources.** Removal, destruction and cutting or harvesting of trees, shrubs, and other woodland resources is prohibited except:

- (a) Non-commercial forestry activities which include the following:  
Agriculturally related low-impact timber harvest and sale including the management of the forest for timber, and/or for wildlife and forest health where those activities are conducted in accordance with a Forest Stewardship Plan prepared or reviewed by a licensed, registered West Virginia forester which has been updated no more than ten (10) years prior to the harvest. The Forest Stewardship Plan must be approved by Grantee. This easement allows for the growing and sale of Christmas trees, orchard products and nursery stock; and the growing and sale of ornamental plants and woodland products for human consumption. Only commercial timber harvest shall be prohibited.
- (b) To the extent necessary for application of sound disease or insect control practices and removal of non-native invasive species;
- (c) To control or prevent fire, damage to improvements, and the endangerment of life;
- (d) To cut firewood for use on the property;
- (e) For construction or maintenance of permitted structures or landscaping within the Residential Area or for access otherwise permitted in this Easement;
- (f) To remove, destroy and cut orchard tree species which may include the cutting thereof for firewood for use on the Property or for sale; the sale of orchard tree species firewood is exempt from the Forest Stewardship Plan if grown within the agricultural operation.
- (g) For the maintenance or the improvements of pastures whether existing presently or in the future.

**13. Other Construction.** Except as specifically permitted above, there shall be no constructing or placing of any buildings; manufactured homes; swimming pools or other recreational facilities; commercial lighting or any other temporary or permanent structure or facility on or above the premises.

**14. Signs.** Except for no-trespassing signs, for-sale signs, no-hunting signs, signs identifying this Easement, and signs to advertise an on-site activity or business, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed 15 square feet per sign.

**15. Wastes.** Dumping or storage of trash, garbage, hazardous substances, abandoned vehicles or machines or other material on the Property is prohibited. However, composting of

## DEED OF CONSERVATION EASEMENT

biodegradable material used or produced on the Property to improve gardens and pastures on the Property is permitted so long as composting and its application is consistent with a conservation plan.

**16. Utilities.** Grantor shall not sell, lease or grant an easement covering any portion of the Property where such sale, lease or easement is for the purpose of construction and installation of underground or above-ground utility systems, including, but not limited to, water, sewer, power, fuel, sewerage pumping stations, and cellular telephone or other communication towers. Grantor may install utilities necessary for the permitted residential and agricultural structures.

**17. Streams, Wetland and Water Bodies.** There shall be no pollution, alteration, depletion of surface water, natural water courses, lakes, ponds, marshes, wetlands, springs, subsurface water or any other water bodies, nor shall there be activities conducted on the Property which would be detrimental to water purity or which could alter natural water level and/or flow in or over the Property. Nothing in this paragraph shall prohibit the creation or dredging of farm ponds and allow the reasonable use of the available water of the Property for agricultural purposes permitted by this easement. Structures and facilities associated with irrigation, farm pond impoundment, and soil and water conservation on the Property shall be considered an agricultural use. Expansion and construction of ponds and structures outside the Farmstead Complex Area shall be in accordance with the conservation plan. Farm ponds both inside and outside the Farmstead Complex Area shall not exceed one (1) acre in area.

## II. GENERAL PROVISIONS

**1. Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement.

**2. Rights of the Grantee.** To accomplish the purpose of this Easement the following rights are conveyed to Grantee or their agent by this Easement:

(a) To preserve and protect the Conservation Values of the Property;

(b) To enter upon the Property on a yearly basis (or more frequently if violations are observed or suspected) in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

(c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to *General Provision—Grantee's Remedies*.

**3. Grantee Notification/Approval.** Grantor reserves for himself the right to engage in any and all activities not expressly prohibited herein and not inconsistent with the purpose of this Easement without seeking the approval of the Grantee.

**4. Grantee's Remedies.**

## DEED OF CONSERVATION EASEMENT

(a) **Notice of Violation; Corrective Action.** If Grantee determines that Grantor is in violation of the terms of this Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action within 60 days sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

(b) **Injunctive Relief.** The Grantee, its successors or assigns, jointly or severally shall have the right to enforce these restrictions by injunction and other appropriate proceedings, including, but not limited to, the right to require Grantor to restore the Property to the condition existing at the time of this Easement in order to correct any violation(s) of this Easement. The Grantee's rights under this paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement, and Grantor agrees that Grantee shall be entitled to the injunctive relief in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.

(c) **Costs of Enforcement.** Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including without limitation costs of suit and attorneys' fees, and costs or restoration necessitated by Grantor's violation of the terms of this Easement shall be borne by Grantors. If Grantor prevails in action to enforce the terms of this Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantee. Costs incurred by Grantee in enforcing the terms of this Easement against third party shall be borne by Grantee. The preceding two sentences shall not apply to the United States should the United States exercise its rights under (e) below.

(d) **Forbearance.** Forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantors shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantors shall impair such right or remedy or be construed as a waiver.

(e) **Rights of Enforcement.** Under this Conservation Easement, the United States is granted the right of enforcement in order to protect the public investment. The Secretary of the United States Department of Agriculture (the Secretary) or his assigns, on behalf of the United States, may exercise these rights under the following circumstances: In the event that Grantee fails to enforce any terms of this Conservation Easement, as determined in the sole discretion of the Secretary, the Secretary and his or her successors or assigns may exercise the United States' rights to enforce the terms of this Conservation Easement through any all authorities available under Federal or State Law.

(f) **Conservation Plan.** As required by section 12381 of the Food Security Act of 1985, as amended, the Grantors, their heirs, successors, or assigns, shall conduct all agricultural operations on the highly erodible lands within the Protected Property in a manner consistent with a conservation plan prepared in consultation with the NRCS and approved by the Conservation

## DEED OF CONSERVATION EASEMENT

District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR part 12 that are in effect on the date of this Easement. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. The NRCS shall have the right to enter upon the Property, with advance notice to the Grantor and Grantee, in order to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, the NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed twelve months, to take corrective action. If the Grantor does not comply with the conservation plan, the NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following written notification from NRCS that (a) there is a substantial, ongoing event of circumstance of non-compliance with the conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible land are revised after the date of this Grant Based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farm and Ranch Lands Protection Program and are not intended to affect any other natural resources conservation requirements to which the grantor may be or become subject.

The conservation plan described above, and all provisions of this section, apply only to the highly erodible land and wetlands conservation requirements. Such highly erodible land and wetlands, if any, is described in the Baseline Documentation and incorporated here by reference. The Grantor agrees that the NRCS shall share, through written communication with the Grantee, information related to monitoring for compliance with the conservation plan; findings of compliance or noncompliance; and any proceedings under appeal rights applicable under NRCS regulations related to a violation of the conservation plan.

In addition, as of the date of this Easement, the Grantor and NRCS certify that the Grantor is in compliance with all highly erodible land and wetland conservation provisions.

**5. Grantee and Co-holder's Rights and Obligations.** Grantee shall have the primary responsibility of stewardship and monitoring of this easement, determining if a violation has occurred, and for approving any amendments to the Deed of Conservation Easement. These duties may be fulfilled directly by Grantee or its agent, or Grantee may arrange to have the Co-holder fulfill these duties. Grantee will share with the Co-holder monitoring and stewardship information, including but not limited to written notices to Grantee and monitoring reports, in the event that the Co-holder is not acting to complete these duties through an arrangement with Grantee.

The Grantee is responsible for any costs incurred in enforcing the terms of the easement, including any attorney's fees and any costs of the suit. Grantee can recover cost from Grantors or third party as described in the Grantee's Remedies above. The Grantee and Co-holder shall make every good faith effort to determine a unified course of action should a potential or actual violation of the easement arise.

## DEED OF CONSERVATION EASEMENT

Co-holder shall have the right to enforce the terms of the Easement if Grantee becomes unable or refuses to enforce the Easement, or if Co-holder in its sole discretion finds that the Grantee's enforcement action or consent fails to protect the conservation purposes of the Easement. In such case, the provisions of paragraph 4 above apply equally to the Co-holder.

**6. Acts Beyond the Grantor's Control.** Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. In the event the terms of this Easement are violated by acts of trespassers that Grantor could not reasonably have anticipated or prevented, Grantor agrees that Grantee has the right to pursue enforcement action against the responsible parties.

**7. Costs, Legal Requirements and Liabilities.** Grantor, his heirs, successors and assigns retain all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property.

**8. Control.** Nothing in this Easement shall be construed as giving rise to any right or ability of the Grantee, or the United States to exercise physical or managerial control over the day-to-day operations of the Property, or any responsibility to the Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C. §§ 9602 et seq.).

**9. Taxes.** Grantor shall pay before delinquency all taxes, assessments, fees and charges of whatever description levied on or assessed against the Property or residences contained thereon by competent authority, including any taxes imposed upon, or incurred as a result of, this Easement.

**10. Hold Harmless.** Grantor shall hold harmless, indemnify, and defend Grantee and the United States and its members, directors, officers, employees, agents, and contractors (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: an injury to or the death of any person, or physical damage to any Property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties and only that negligent party shall be deprived of this protection.

**11. Environmental Warranty.** "Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

## DEED OF CONSERVATION EASEMENT

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

Grantor warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property.

Grantor warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property exceeding regulatory limits. Moreover, Grantor hereby promises to indemnify and hold harmless the United States against all costs, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Property, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Property. Grantor's indemnification obligation shall not be affected by any authorizations provided by Grantee to Grantor with respect to the Property or any restoration activities carried out by Grantee at the Property; provided, however, that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Property by Grantee.

**12. Proceeds for Extinguishment.** The conveyance of this Easement gives rise to a Property right immediately vested in the Grantee and the United States. If circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, upon approval by the USDA-NRCS or its successors and by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Grantee and the United States shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishment, shall be an amount equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property as these values are determined on the date of this Deed, or 56% of the net proceeds. The proportional shares of the Grantee, and the United States are 45%, and 50% respectively. The Grantors are entitled to 44% of the gross sale proceeds or condemnation award. The Grantee shall use its share of the proceeds in a manner consistent with the conservation purposes set forth herein.

In making this Easement, Grantors have considered the possibility that uses prohibited by the terms of this Easement may become more economically valuable than permitted uses, and that neighboring properties may in the future be put entirely to such prohibited uses. Grantors believe that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Easement, and Grantors and Grantee intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Easement.

**13. Condemnation.** Due to the federal interest in this Easement, the United States must consent to any condemnation action. If the Easement is taken, in whole or in part, by exercise of the

## DEED OF CONSERVATION EASEMENT

power of eminent domain, Grantors shall be entitled to compensation at not less than the fair market value of the Property determined without regard to the existence of the Easement.

**14. Assignment.** This Easement is not transferable by the Grantee to any other local, county or state department, board, agency, commission or successor. In the event that the Jefferson County Farmland Protection Board ceases to operate or exist, and the United States declines to take sole title as set forth above at under II. 4. (e) herein, the rights of the Grantee under this Easement shall be transferred to an organization that is qualified under Section 170(h) of the Internal Revenue Code of 1954, as amended, and is a West Virginia-domiciled organization authorized to acquire and hold conservation easements under the West Virginia Conservation and Preservation Easements Act, (WV Code 8A-12-1 et seq.). The USDA-NRCS or its successor must approve any such transfer in advance.

The Grantee further covenants and agrees that the terms of the transfer or assignment will be such that the transferee or assignee will be required to continue to carry out in perpetuity the conservation purposes which the Easement was originally intended to advance. The transfer of the easement to a new or successor transferee or assignee will not create a financial obligation of any kind on the Grantor.

**15. Subsequent Transfers.** Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest.

**16. Estoppel Certificates.** Upon request by Grantor, Grantee shall within thirty (30) days execute and deliver to Grantor any document, including an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Easement and otherwise evidences the status of this Easement as may be requested by Grantor.

**17. Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt, addressed as follows:

To Grantor: Laurie L. Scott  
424 Molers Trace  
Harper's Ferry, WV 25425

To Grantee: The Jefferson County Farmland  
Protection Board  
P. O. Box 731  
Charles Town, WV 25414-0731

To Co-Holder: Land Trust of the Eastern Panhandle, Inc  
P.O. Box 2240  
Martinsburg, WV 25402

To the United States: Natural Resources

## DEED OF CONSERVATION EASEMENT

Conservation Service  
1550 Earl Core Road  
Morgantown, WV 26505.

or to such other address as either party from time to time shall designate by written notice to the other.

**18. Recordation.** Grantee shall record this instrument in timely fashion with the Office of the Clerk of Jefferson County, West Virginia and may re-record it at any time as may be required to preserve its rights in this Easement.

**19. Amendment.** If circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor, Grantee and the United States are free to jointly amend this Easement; provided that no amendment shall be allowed that will invalidate this Easement or be inconsistent with the purpose of this Easement, and shall not affect its perpetual duration. Any such amendment shall be recorded as above specified. No such amendment shall be effective unless in writing and signed by all parties hereto.

### **20. Other Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of West Virginia and the United States.

(b) **Severability.** If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

(c) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of the Grantors' title in any respect.

(d) **Successors.** The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

(e) **Captions.** The captions herein have been inserted solely for convenience of reference and are not a part of this Easement and shall have no effect upon construction or interpretation.

(f) **Subordination.** Any mortgage or lien arising after the date of this Easement shall be subordinated to the terms of this Easement.

(g) **Title Warranties.** Grantor warrants that Grantor has good title to the Property; that Grantor has the right to convey this Easement, and that the Property is free and clear of any encumbrances.

(h) **Merger.** If Grantee at some future time acquires the underlying fee title in the Property, the interest conveyed by this Easement will not merge with fee title but will continue to exist and be managed as a separate estate.

# DEED OF CONSERVATION EASEMENT

DECLARATION OF CONSIDERATION OF VALUE. The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is a transfer of Property right to Federal and county governmental entities, and therefore, is exempt from the West Virginia excise tax due on the transfer of real Property.

IN WITNESS WHEREOF Grantors and Grantee have set their hand:

GRANTOR:

**Laurie L. Scott**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

GRANTEE:

**Jefferson County Farmland Protection Board**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CO-HOLDER:

**The Land Trust of the Eastern Panhandle, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# DEED OF CONSERVATION EASEMENT

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by Laurie L. Scott.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by Peter H. Fricke, Chairman, on behalf of the Jefferson County Farmland Protection Board.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

STATE OF WEST VIRGINIA

COUNTY OF JEFFERSON, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by \_\_\_\_\_ on behalf of the Land Trust of the Eastern Panhandle, Inc

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

# DEED OF CONSERVATION EASEMENT

## ACCEPTANCE OF PROPERTY INTEREST BY THE NATURAL RESOURCES CONSERVATION SERVICE

The Natural Resources Conservation Service, an agency of the United States Government, hereby accepts and approves the foregoing conservation easement deed, and the rights conveyed therein, on behalf of the United States of America.

\_\_\_\_\_

Authorized Signatory for the NRCS

State of West Virginia

County of \_\_\_\_\_

On this \_\_\_ day of \_\_\_\_\_, 2011, before me, the undersigned, a Notary Public in and for the State, personally appeared \_\_\_\_\_ known or proved to me to be the person whose signature appears above, and who being duly sworn by me, did say that s/he is the \_\_\_\_\_ (title) of the Natural Resources Conservation Service, United States Department of Agriculture, is authorized to sign on behalf of the agency, and acknowledged and accepted the rights conveyed by the deed to be her/his voluntary act and deed.

In witness whereof, I have hereunto set my hand and official seal the day and year first above written.

\_\_\_\_\_  
Notary Public for the State of West Virginia

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

# DEED OF CONSERVATION EASEMENT

## SCHEDULE OF EXHIBITS

- A. Legal Description of Property Subject to Easement
- B. Residential Dwelling
- C. Farmstead Complex Area
- D. Retained Development Right

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

### AGENDA REQUEST FORM

Name: Tim Boyde

Department or Entity: County Commission

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

Date Requested – 1<sup>st</sup> Choice: June 2, 2011

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

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

Subject: **Absence Time with Pay – Discussion/Action**

Please provide the County Commission with a description of your request or presentation, including any background information: **Review Absence Time with Pay Policy that has been amended.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve the Absence Time with Pay Police as amended.**

Attachments:

- Red = Additions or revisions to current practices
- Purple = Slated for deletion
- Green = Grammatical corrections/additions

Please let me know if you would suggest any additional changes.

Thanks,  
Tim

5/27/2011

## ABSENCE TIME WITH PAY

### Policy

The Jefferson County Commission will provide paid absence time for full-time (**non-sworn**) employees of Jefferson County under certain conditions.

### Provisions

Paid absence days shall include Holidays, Vacation, Sick Leave, Bereavement, Court Leave, Annual Military Training, and Authorized Leave (AL).

The benefit year for the purpose of calculating accrued leave shall be based in regular hours paid, limited to 70/80 hours in a pay period. Regular hours paid shall not include overtime or on-call hours.

The benefit year for Maintenance (including Animal Control), Assessor's Office, Emergency Communications staff, Homeland Security, Sworn Deputies, and Department Heads shall be 2080 hours. The balance of the County employees will have a benefit year of 1820 hours.

Use of paid time benefit: It is not permitted to substitute a different paid benefit time in place of another to avoid "unpaid" status. Accrued leave can only be applied to the category from which it is earned. Therefore, accrued sick leave cannot be applied as vacation leave or vice versa.

### Procedures

#### **Holiday Pay**

- The Jefferson County Commission will adopt the observed Holiday schedule as prescribed by WV Code.
- Full-time employees will be compensated a **maximum** of eight (8) hours of Holiday pay for all designated holidays.
- Non-exempt employees who work on a holiday shall receive a rate of time and-one-half (1.5) for each hour worked on the designated holiday, plus holiday pay.
- **Exempt employees who are required to work on a holiday shall receive their regular rate of pay for each hour worked on the designated holiday, plus holiday pay.**
- Designated holidays shall be recognized from the period 10:00 p.m. to 10:00 p.m.
- Holidays occurring during approved vacation or sick leave will be considered as holiday pay and will not be charged against any accrued leave (sick or vacation).
- To qualify for holiday pay, the employee must work the last scheduled workday before the holiday and the first scheduled workday following the holiday or have had vacation leave pre-approved.

The following County personnel shall observe calendar holidays which differ from the official Holiday Schedule:

- Emergency Communications
- Sworn Law Enforcement Officers

### Vacation Accrual

Vacation Leave is a reward for service and offers the employee a break from the daily routine. Vacation time is earned according to the following schedule:

Year(s) of Employment	Length of Continuous Service	Monthly Rate of Accrual	Accrued Days	Maximum Accrual
0-2	After 1 mo. – 23	.75 day	10	14
2 -5	24 <sup>th</sup> mo. – 59 <sup>th</sup>	1 day	12	17
5 - 10	60 <sup>th</sup> mo. – 119 <sup>th</sup>	1.25 days	15	20
10 – 15	120 <sup>th</sup> mo. – 179 <sup>th</sup>	1.5 days	18	23
15 - 20	180 <sup>th</sup> mo. – 240 <sup>th</sup>	1.75 days	21	26
20 Plus	240 <sup>th</sup> mo. – beyond	2 days	24	30

- Vacation days accrued over the maximum accrual number are lost. Absences in excess of the accrual are taken without pay. Time worked in excess of 70/80 hours does not add to the vacation accumulation.
- Vacation leave should be scheduled in advance at the convenience of the Elected Official/Department Head. Consideration should be given to any specific request of an employee.
- **In the absence of elected official or department policy**, requests for same vacation time within one department will be decided by service time.
- Newly hired employees will be credited with and eligible to use **three (3)** days of vacation upon completion of their probationary period, **based upon the approved rate of accrual**. Absence time during the probationary period is taken without pay.
- Vacation pay is based on the employee's regular hourly rate of pay for the number of hours of vacation leave used. Holidays are not charged against scheduled accrued vacation or to sick leave when supported by acceptable medical verification.
- Accrued but unused vacation days are reimbursed upon termination of employment (voluntary or otherwise).

## SICK LEAVE

### Accrual of Sick Leave

- Sick leave is defined as time off with pay because of personal or family illness or injury.
- Sick leave is accrued at a rate equivalent to one (1) day per month. Time worked in excess of 70/80 hours does not add to the accumulation.
- Accrued sick leave may be taken during the probationary period.

Sick leave accrues while an employee is absent from work due to illness, injury, or caring for a sick family member and is receiving a paycheck.

### Intermittent Sick Leave

Intermittent sick leave is defined as short term absence from work due to a minor medical condition, e.g., cold, flu, etc. Intermittent sick leave is recognized for family members to include; spouse, child, parent, grandparent, or any other member of the household. At the Elected Official/Department Head's discretion, a physician's statement (verification) may be requested at any time sick leave is used.

To qualify for approved sick leave, the employee shall notify his/her immediate supervisor by the start of their scheduled shift of work, or in accordance with established office procedures.

### Extended Sick Leave

Extended sick leave is defined as a prolonged absence from work due to a serious medical situation, e.g., surgery, recovery from serious illness, childbirth, etc.

An employee shall be eligible for extended sick leave if he/she has sufficient accrued sick leave, or extended by vacation leave at the employee's option, to cover the duration of the absence. A physician's statement describing the medical condition and stipulating the needed time off work is required.

The Elected Official/Department Head shall maintain a record in the employee's personnel file. Notice shall be given to the payroll administrator of the anticipated duration of the leave in order to ensure continuity of benefits and related issues. A Leave of Absence Application for any illness or injury necessitating an employee's absence of more than ten (10) working days must be submitted to the County Administrator. A copy of the physician's statement shall be attached.

The initial leave of absence approval shall be for a period not to exceed three (3) months. The Elected Official/Department Head shall be responsible for assuring that the employee has sufficient accrued sick leave and vacation leave at the employee's option, to cover the period of absence specified by the attending physician. If there is not sufficient accrued leave available, the employee will be placed on leave without pay. At that time, the employee must decide about medical benefits by completing the Continuation of Medical Insurance form. The employee shall be responsible for

payment of all optional medical, life, vision, dental and family coverage(s). The payment will be calculated by the benefits administrator or payroll clerk. Those funds must be remitted to the Jefferson County Sheriff's Tax office by the first day of each month for the duration of the leave.

If the employee's physician orders additional time off work beyond the original approved leave of absence, the Elected Official/Department Head shall immediately forward a Leave of Absence Application (Extension) to the County Administrator with a copy of the physician's statement attached. The Elected Official/Department Head shall notify the payroll administrator to insure the continuation of medical benefits.

### **Bereavement**

An employee may be granted up to three (3) days of paid leave for the death in the immediate family. Immediate family shall refer to the employee's spouse/significant other, children, grandchildren, stepchildren, father, step-father, mother, step-mother, legal guardian, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law. Leave may commence upon notice of the death.

An employee may be granted up to two (2) days paid leave upon the death of an employee's grandparent, spouse's grandparents, aunt, uncle, cousin, niece, nephew, brother-in-law, or sister-in-law. Leave may commence at the discretion of the Elected Official/Department Head.

One day funeral leave with pay may be granted at the discretion of the Elected Official/Department Head.

Employees who must attend a family member's funeral which does not fall within the immediate family category and must travel in excess of two hundred (200) miles may be granted paid leave at the discretion of the Elected Official/Department Head.

### **Military Leave**

Military Leave will be granted to full-time employees who are called to serve for a domestic emergency or to attend summer camp which requires time off, and will receive full pay differential for a period not to exceed thirty (30) calendar days (not to exceed 210 or 240 hours). Each military leave of absence will be granted up to the limit set by law and the employee will be eligible for employment in accordance with the applicable Federal laws.

Benefits shall not be applicable when individuals are ordered or called to active duty by the President. (West Virginia code 15-1F-1).

The military leave will be granted for the duration of the required active service. The employee's position will be held in the same manner.

## Jury Duty

Employees who receive notice that they have been selected for jury duty are required to notify their supervisor no later than their next scheduled work day.

Time off from work due to jury duty shall be with pay, based on the employee's regular rate of pay for the number of hours off work. Employees are expected to return to work once they have been excused from jury duty during regular working hours.

The employee is required to remit any payment received for services rendered as a jurist. The employee may retain mileage reimbursement and any payment for services rendered while serving as a jurist during non-work hours.

## Administrative Leave

In the event the Courthouse/County Government is closed due to natural disaster, adverse weather conditions, etc. an employee will be excused from attending work without loss of compensation. Essential staff will be advised when/how to report for duty, if necessary.

## Liberal Leave

In the event adverse weather conditions exist and an employee feels that it is unsafe to travel to work, liberal leave will be in effect. Liberal leave allows an employee to take a day's vacation or a day off without pay if unable to get to work. Essential staff will be advised when/how to report for duty.

## RECORD KEEPING

Elected Officials/Department Heads or their designee will be responsible for record keeping pertinent to these guidelines. This record keeping does not preclude any records required by the Clerk of the County Commission or the payroll clerk.

Author: TTB

Drafted: 02/08/2011

Revised: 05/09/2011

Adopted: \_\_\_\_\_

<p>Commission Office Use Only</p> <p>Date on Agenda: <u>6-2-11</u></p> <p>Appt Time or <u>New Business:</u></p>
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**AGENDA REQUEST FORM**

Name: Sandy McDonald, Deputy County Administrator

Department or Entity: County Commission

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

Date Requested – 1<sup>st</sup> Choice: June 2, 2011

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

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

Subject: **Grant Resolution and Contract**

Please provide the County Commission with a description of your request or presentation, including any background information: **Grant Resolution and Contract for the Jefferson County Sheriff's Department - \$23,000**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to approve the Grant Resolution and Contract for the Jefferson County Sheriff's Department in the amount of \$23,000 and to authorize the President of the Commission to affix her signature to the appropriate documents**

Attachments:

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## *RESOLUTION*

The County Commission of Jefferson County, met on June 2<sup>nd</sup>, 2011 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission has agreed to assist the Jefferson County Sheriff's Department. The project will include the purchase of in-car cameras and other safety and law enforcement items with funds made available through the Governor's Community Participation Grant program in the amount of \$23,000.

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

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

Signed: \_\_\_\_\_

COUNTY CLERK

COPY

**GOVERNOR'S COMMUNITY PARTICIPATION**

**GRANT PROGRAM CONTRACT**

between the

**WEST VIRGINIA DEVELOPMENT OFFICE**

and the

**JEFFERSON COUNTY COMMISSION**

**THIS AGREEMENT**, entered into this 1st day of July, 2010, by the West Virginia Department of Finance and Administration on behalf of the West Virginia Development Office hereinafter called the "WVDEVO" and the Jefferson County Commission and its authorized officers, agents, and representatives, hereinafter called the "Grantee."

**WITNESS THAT:**

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

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

1. **Assistance of the Grantee.** The WVDEVO hereby agrees to assist the Grantee including all authorized officers, agents, and representatives, to perform such tasks and functions as set forth below in the scope of services.
2. **Scope of Services.** The Grantee, or its designated agent, shall do, perform and carry out, in a satisfactory and proper manner as determined by the WVDEVO, and appropriate regulatory agencies, if required, all duties, tasks, and functions necessary to purchase equipment for the Jefferson County Sheriff's Department. Purchases will include in-car cameras and other safety and law enforcement items as funds permit.
3. **Personnel.** The Grantee represents that it has, or will secure at its own expense, personnel with the necessary qualifications and experience required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with WVDEVO.
4. **Time Performance.** The Grantee will commence its duties under this Contract on July 1, 2010, and such duties shall be undertaken and completed in such sequences as to assure their expeditious completion in the light of the purpose of the Contract; but, in any event, all of the services required hereunder shall be completed by June 30, 2012. The completion date of this contract may only be extended by mutual written agreement of both parties dependent on the reappropriation of funds under the Governor's Community Participation Grant program. If no such agreement exists, the Grantee shall not receive payment for services rendered or work performed relative to this grant after June 30, 2012.
5. **Compensation.** In consideration of the services rendered by the Grantee, the WVDEVO agrees to pay the Grantee the sum of \$23,000. This amount constitutes complete compensation for all services rendered. In

no instance shall the agreed upon compensation exceed \$23,000 without the written consent of the Governor of the State of West Virginia.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF WEST VIRGINIA  
WEST VIRGINIA DEVELOPMENT OFFICE

\_\_\_\_\_  
J. Keith Burdette, Executive Director

JEFFERSON COUNTY COMMISSION

By: \_\_\_\_\_  
Patricia Noland, President

Federal Employee Identification Number

55 6000 333

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

**NOTICE**

**COUNTY COMMISSION OF JEFFERSON COUNTY**

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

The County Commission of Jefferson County held a Public Hearing on Thursday, May 19, 2011 regarding the proposed 2011 Land Development Fee Schedule and Building Permit Fee changes.

The County Commission will accept public comment on the Proposed Land Development Fee Schedule and Building Permit changes until May 31, 2011.

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

<http://www.jeffersoncountywv.org/news/191/122/Public-Hearing-5-19-11-1-00-p-m.html>

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

**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

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

<b>Minor Residential Subdivision</b> ≤ 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> ≤ 5 Lots; 4 + Residue Lot maximum; and only in existing approved 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> > 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> > 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, Bonding & Milestone Inspections (Re-inspection Fees Apply)
Base Fee Per Project	\$135	\$135
Plus Per Gross Project Acre		\$110
Per Campsite		\$55
Per Principal Building		\$110

<b>Townhome, Condominium, Apartment &amp; Motel/Hotel Site Plan</b>	Concept Plan	Site Plan, Bonding & Milestone Inspections (Re-inspection 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, Bonding & Milestone Inspections (Re-inspection Fees Apply)
Base Fee Per Plan	\$1100

<b>Minor/Limited Site Plan*</b>	Site Plan, Bonding & Milestone Inspections (Re-inspection Fees Apply)
Base Fee Per Plan	<b>\$1200</b>
♦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.	

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

<b>Minor/Full Site Plan*</b> Sites < 5,000 sq. ft. on undeveloped site <i>or</i> < than 10% of existing buildings <i>or</i> 10,000 sq. ft. or less; whichever is less	Site Plan, Bonding & Milestone Inspections (Re-inspection 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) All county owned property shall be exempt.	

<b>Major/Full Site Plan*</b> Sites > 5,000 sq. ft. on undeveloped site <i>or</i> > than 10% of existing buildings <i>or</i> 10,000 sq. ft. or less; whichever is less	Concept Plan	Site Plan, Bonding & Milestone Inspections (Re-inspection 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)	<b>\$250</b>	<b>\$250</b>

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

<u>Zoning Items</u>	<u>Fee</u>
Zoning Ordinance Text Amendment Application	<b>\$1100</b>
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 50% returned if the project fails LESA 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	<b>No Charge</b>
Zoning Text Interpretation	<b>No Charge</b>
Zoning Certificate	<b>\$75</b>
<u>Subdivision Items</u>	<u>Fee</u>
Pre-Proposal Conferences	<b>No Charge</b>
Lot Line Adjustment/Merger	\$110
Subdivision Ordinance Waiver Request	\$110
Minor Final Plat or Site Plan Amendment	\$165
Clerical/Scrivener Error	<b>\$50</b>

**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	<b><i>\$300</i></b>
Construction Bond – Tolling of Time	<b><i>\$300</i></b>
Floodplain Ordinance – Floodplain Delineations	\$11
Floodplain Ordinance – 100 Yr. Flood Elevation Determination	\$11
Floodplain Ordinance – Review of LOMA, LOMR or LOMR-F requests	<b><i>\$0</i></b>
<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)	<b><i>\$10</i></b>
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 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	\$35.00	\$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)	\$25 per unit	\$0.20	\$0.10	\$50 per unit	\$0.20	\$0.10
Residential Dwelling Addition	\$50.00	\$0.18	\$0.10	\$50.00	\$0.18	\$0.10
Residential Interior Room/Basement Renovation	\$100.00	\$50 + \$50/inspection		\$150 + \$50/inspection		
Chimney/Fireplace (added to existing dwelling)	\$50.00	plus \$0.08/sq.-ft.		\$150.00	plus \$0.08/sq.-ft.	
Sheds/Garage/Structure ancillary to Residence	\$50.00	plus \$0.06/sq.-ft.		\$150.00	plus \$0.06/sq.-ft. of deck area	
Decks	\$50.00	plus \$0.06/sq.-ft. of pool area and patio area.		\$150.00	plus \$0.06/sq.-ft. of pool area and patio area.	
Swimming Pool	\$50.00	plus \$0.06/sq.-ft.		\$150.00	\$0.00	
Demolition - Residential Dwelling	\$50.00	\$50 plus \$0.09/lineal foot of wall		\$150 plus \$0.09/lineal foot of wall		
Retaining Wall (4' or more from footer to top wall)	\$50.00	\$50 plus \$0.09/lineal foot of fence		\$150 plus \$0.09/lineal foot of fence		
Fence (6' or more in height above ground surface)	\$50.00	\$50 plus \$0.09/lineal foot of fence		\$150 plus \$0.09/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		
Permit Application Denied & Resubmitted within 90 days for review	\$75 re-application fee			\$75 re-application fee		
Beginning Construction Without a Permit	1st time = \$150	2nd time = \$150	3rd time = \$300	1st time = \$150	2nd time = \$150	3rd time = \$300

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 Finisher 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)	\$350.00	\$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 2nd time = \$150 3rd time = \$300			1st time = \$50 2nd time = \$150 3rd time = \$300		

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

SCHED  
PART HEARING  
FOR MAY 19TH  
2:00 P.M.

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



**William H. Gordon Associates, Inc.**

301 North Mildred Street, Suite 1

Charles Town, WV 25414

304-725-8456 Phone

304-728-0117 Fax

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

Commission Office Use Only

Date on Agenda: 4/2/11

Appt Time or New Business:

**AGENDA REQUEST FORM**

Name: Tim Boyde, County Administrator

Department or Entity: County Commission

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

Date Requested – 1<sup>st</sup> Choice: June 2, 2011

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

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

**Subject: Approval of DI Jacobs Consulting Company Classification and Compensation Study Cost Proposal for the County Clerk’s office and Development of a Performance Management System**

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:



Management Consultant Services

## D I Jacobs Consulting Company

90 Twinbrooke Drive, Holden, MA 01520 (508) 829.-2254 FAX (508) 267-8500  
E-mail [dijacobs@aol.com](mailto:dijacobs@aol.com)

May 18, 2011

Mr. Tim Boyde  
County Administrator  
Jefferson County Commission  
124 E. Washington Street  
Charles Town, West Virginia 25414  
**RE: Classification and Compensation Study Cost Proposal**

Dear Tim:

As a follow-up to our recent telephone conversation, I am pleased to submit for your review and approval the following fixed fee cost proposal in accordance with the scope of services as described in my proposal dated April 29, 2011.

The cost of consulting services as described below has been broken down by Project Task. Please note that it is understood that the total project cost is quoted on a fixed fee basis exclusive of all project related expenses.

### *Pricing Schedule per Project Task*

PROJECT TASKS	ESTIMATED HOURS	TOTAL COST
Review and Update the Current Classification and Compensation Plan	24	\$2,000
Incorporate positions in the Office of the County Clerk into the County's Classification and Compensation Plan	100	\$2,500
Develop and Implement an Employee Performance Review Program including Instruments and Manual	36	\$2,500

### Estimated Project Hours and Fixed Costs

The work as described in this quote is estimated to require a total of **160** hours of labor. As detailed below, the proposed total fixed fee project cost to Jefferson County is **\$7,000 plus \$400/day for project-related expenses.**

### Total Pricing Schedule

STAFF	ESTIMATED HOURS	SUBTOTAL
<i>Project Manager &amp; Primary Contact</i>	132	\$5,500
<i>Principal Associate's</i>	28	\$1,500
Project Expenses (Hotel, Air and Ground Transportation)		\$400/day
<b>TOTAL</b>	<b>148 hours</b>	<b><u>\$7,000.00</u></b>

Your cooperation and support regarding this proposal is most appreciated. I look forward to having the opportunity to work with you and the County Commission on this challenging project.

We are prepared to begin this study within ten (10) working days of notice from the County to proceed. Please do not hesitate to let me know if you

Sincerely,  
D.I. Jacobs Consulting Company

Donald I. Jacobs  
Principal

RECEIVED

MAY 05 2011



Jefferson County Commission

## D I Jacobs Consulting Company

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90 Twinbrooke Drive, Holden, MA 01520 (508) 829.-2254 FAX (508) 267-8500  
E-mail [dijacobs@aol.com](mailto:dijacobs@aol.com)

April 29, 2011

Mr. Tim Boyde  
County Administrator  
Jefferson County Commission  
124 E. Washington Street  
Charles Town, West Virginia 25414

### RE: Classification and Compensation Study Amended Proposal

Dear Tim:

As we previously discussed, the outcome of the Classification and Compensation studies that have been completed was to establish a process that will enable the County to maintain a classification and compensation system that is

1. Internally and externally equitable
2. Competitive with the market place enabling the County to recruit and retain a qualified work force; and
3. Based on what an employee is required to do (essential functions of the position) and what the County establishes as the minimum qualifications of each position (evaluation criteria).

I am pleased to submit for your review and approval the following proposed scope of services to assist you and the County Commission to accomplish the following objectives:

1. To establish a uniform Classification and Compensation Plan for all positions in the County; and
2. To compensate employees in a timely, cost effective manner based on both years of service in a position and merit.

## **Proposed Scope of Services**

### **Task 1 Review the Current Classification and Compensation Plan**

Meet with the County Administrator and designated staff to review the classification and compensation system including the application of the position rating system consisting of thirteen (13) rating criteria and the development of salary ranges.

The outcome of this task will be to enable the County to manage the classification and compensation plan in a consistent and uniform manner.

### **Task 2 Classify positions in the Office of the County Clerk**

It is proposed that all of the positions in the Office of the County Clerk be incorporated in to the current County Classification and Compensation Plan. In order to accomplish this task, it is proposed that the following steps be taken:

1. Employees will be asked to complete a Position Analysis Questionnaire describing their current job duties and what they feel are the minimum qualifications for their position.
2. A draft job description will be prepared based on the Questionnaire and distributed to each employee and the County Clerk for review and comment to ensure that the draft job description is accurate.
3. Based on the revised job description, all positions will be reviewed and classified based on the application of the position rating system.
4. A market salary survey will be conducted of comparable public entities
5. A Classification and Compensation Plan will be developed and submitted to the County for review and approval.

The outcome of this task will be to establish a Classification and Compensation Plan for all positions in Jefferson County.

### **Task 3 Develop an Employee Salary Compensation Program**

It is proposed that a salary compensation program be developed for all employees (exempt and non-exempt) that are covered in the County's Classification and Compensation Plan based on both an employee's years of service in a position and performance.

The objectives of this task are to:

1. Compensate employees in a fair (consistent) and equitable (competitive) manner;

2. Enhance communication vertically and horizontally within the County organization; and
3. Accurately document an employee's performance enabling them to perform more effectively consistent with the goals or vision of the County
4. To enable managers to have the commitment and skills necessary to manage the employee compensation system in both a top down and bottom up manner.

Like most public organizations and many businesses, the staff of supervisors and department heads is often made up of individuals who are "home grown" or promoted into their positions of leadership internally from within the organization. The advantage to doing this is that these individuals have substantial "technical" knowledge about the functional area they work in, i.e., police, fire, public works, etc. However, they are often not trained uniformly in the leadership and management skills that are necessary to provide leadership or direction to those who work under their supervision to help them perform effectively.

This often results in limited organizational effectiveness coupled with a variety of employee relation problems associated with attempting to effectively evaluate employees' performance. Employee performance management systems are viewed as being event or top-down driven and results in a lack of willingness or commitment to participate in the program.

Since one of the critical factors in the success of leadership development is buy-in or commitment, we propose to involve the County's managers directly in developing the County's employee compensation program. This is intended to give managers who are ultimately responsible for carrying out the County's employee compensation system with a greater sense of ownership and commitment to the program.

The following is a brief description of the meetings that are proposed. Please note that these meetings will be structured in a way to encourage employee participation and minimize lecture time.

### **1. Orientation Meeting**

Several basic employee compensation issues will be discussed at this initial meeting such as: Why is employee performance management important? Why don't we do it well? What is the mission or purpose of a compensation system? What are the components of a performance management system? We also plan to review past compensation experience, particularly with performance evaluation and to discuss alternative methods of recognizing and rewarding employees.

The outcome of the initial meeting will be to establish a better understanding of employee compensation and specifically performance management. This will include the *components* (job duties, goals/objectives, skills and development plan), the *structure* (vertical or top down and horizontal, across departments, including entities outside of the organization), *definition of terms*, and the *instrument(s)* to be used to compensate both exempt and non-exempt employees.

## **2. Development of a Performance Management System**

The objective of this step is to establish a comprehensive, accurate and uniform employee evaluation process specific to the characteristics of each position. An emphasis will be placed on developing a performance evaluation process that is both horizontal and vertical within the organization; and to establish the job description (essential functions) and goals and objectives as the key components of the performance management system. It is proposed that the objectives which represent what an employee proposes to accomplish be specific, measurable, agreeable, realistic and time bound (SMART).

The outcome of this meeting will be to establish the components of the performance evaluation system and related evaluation instruments reflecting the unique aspects of positions in each functional area of the County (i.e. police, fire, general government, etc).

## **3. Training Session on the Role of the Supervisor as a Coach**

We propose to conduct a training session for department heads pertaining to the changing role of the supervisor in managing today's work force moving away from the authoritarian command and control model of supervising toward more of an empowering model where department heads are required to function as a facilitator, team leader, disciplinarian, and resource provider or coach.

The objective of this step is to teach the practical skills necessary to manage effectively in today's work environment. We will provide department heads an opportunity to practice the various skills necessary to deal with real life personnel management issues (i.e. confronting, tutoring and counseling).

The outcome of this step will be to establish the level of employee commitment that is necessary to ensure that the performance management process functions in both a top down and a bottom up process, and that department heads have the skills necessary to effectively administer the employee compensation system on an on-going basis.

**4. Develop a Written Performance Management Manual and Employee Evaluation Instruments (Exempt and Non-Exempt positions).**

The Performance Manual is intended to serve as a tool to use as an on-going guide for managers to explain the performance management program, how to complete the appraisal forms, and provides guidance in accordance with the Management Development Program (e.g. coaching, role playing, goal setting etc.).

**Project Cost**

DI Jacobs Consulting Company is flexible and welcomes the opportunity to develop a fixed fee to provide the consulting services that suits the needs of Jefferson County. Therefore, our study cost estimate is negotiable pending approval of the actual scope of services to be provided.

Please note that once a fixed fee has been agreed upon, we are prepared to begin this project within 10 days of notice from the County to proceed.

Your cooperation and support is most appreciated and I look forward to having the opportunity to work with you on this challenging project.

I will plan to contact you next week to discuss this proposal in more detail.

Sincerely,  
D.I. Jacobs Consulting Company



Donald I. Jacobs  
Principal

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**AGENDA REQUEST FORM**

Name: Jennifer Brockman

Department or Entity: Departments of Planning and Zoning

Estimation of amount of time needed for appointment: for packet for information only

Date Requested – 1<sup>st</sup> Choice: 6/2/11

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

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

Subject: **Third Quarterly Report of the FY 11 Work Plan for the Departments of Planning and Zoning**

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

**In the Spring 2010, Departments were asked to submit a Work Plan to the County Commission for their use is developing the County Budget. The Work Plan described the proposed work efforts for Fiscal Year 2011. At that time, the County Commission indicated that they would like to receive periodic updates regarding progress made on the Work Plans. The third quarter of FY 2011 ended March 31, 2011. Attached is a quarterly report on the Departments of Planning and Zoning’s Work Plan for FY 2011 as presented to the Planning Commission at their April 12, 2011 Meeting.**

**For your information, the Department’s of Planning and Zoning’s FY 2012 is also attached.**

**If the County Commission has any questions or would like staff to attend a meeting to provide more detail, please let us know.**

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

N/A

Attachments:

- 1) **Planning & Zoning 3<sup>rd</sup> Quarterly Report FY 2011**
- 2) **Departments of Planning and Zoning’s FY 2012 Work Plan (revised 5/24/11)**

**JEFFERSON COUNTY WV  
DEPARTMENTS OF PLANNING AND ZONING  
FY 2012 WORK PLAN (revised 5/24/11)**

**MISSION STATEMENT**

The mission of the Departments of Planning and Zoning is to provide a healthy, pleasant environment for those who live, work and visit Jefferson County, by blending the unique natural and built resources of our community with quality, sustainable development that ensures responsible and sound growth.

We are a knowledgeable, respectful, dedicated staff who welcome community based problem solving and public/private cooperation that assists the community in implementing standards which create a positive impact and achieves its ultimate vision.

**ACCOMPLISHMENTS FY 11 (July 2010 – May 2011)**

- Adoption of comprehensive 'policy neutral' amendments to the 2008 Subdivision Regulations (approved August 2010);
- Development of Amendments to Wireless Telecommunications Section of 1988 Zoning Ordinance – recommended to County Commission for adoption (approved 3/10/11);
- Initiation of 'policy neutral' amendments to the 1988 Zoning Ordinance (scheduled for hearing 6/9/11);
- Development of an accurate and up-to-date Zoning Map (in conjunction with GIS and Assessor staff) and regular update policy (Approved January 2011);
- Successful implementation of a National Fish and Wildlife Foundation grant through an extensive outreach effort with broad public input from mountain residents resulting in a visioning document for the Blue Ridge Mountain (Final Documents presented to County Commission December 2010);
- Initiation of a US 340 Corridor-East Gateway Plan, including the formation of a Technical Advisory Committee in preparation for a public kick-off meeting in the Spring 2011 (held 3/24/11);
- Successfully obtained an Urban Tree Canopy Grant in cooperation with Charles Town and Ranson, the Division of Forestry, the GIS staff, and the Cacapon Institute to be completed by May 2011;
- Ensured open and effective communication between the County Commission and Planning Commission; between the County and the Cities; between the County and various County and Regional planning, economic development, and environmental groups, including, but limited to, the Region 9 Model Stormwater Regulation Steering Committee Meetings and the quarterly HEPMPO Technical Advisory Committee meetings;
- Provided excellent and timely professional support to the Planning Commission (PC) and the Board of Zoning Appeals (BZA), including the development of more professional and thorough staff reports and presentations at the PC and BZA meetings and numerous special PC projects, including, but not limited to Old Standard Quarry research and follow up, research related to noise agreements related to Summit Point Raceway, proposed Federal Land Rezoning along US 340, follow up with all active development projects regarding changes in state law;
- Developed an well developed work plan, including regular quarterly reports on the FY 11 work plan;
- Staff development and training to include staff participation the Regional GIS Conference, the Regional Development in Karst Communities Conference, the Green Infrastructure Conference, numerous Smart Code Webinars hosted by Ranson, National APA Conference, Tri-State Regional Planning Conference;
- Actively participated in the monthly Region 9 Model Stormwater Regulation Steering Committee Meetings and quarterly HEPMPO Technical Advisory Committee meetings;
- Developed numerous iterations of a land development fee schedule at the direction of the Planning Commission and County Commission for possible implementation (to be voted upon 6/2/11).

**CUSTOMERS SERVED -- Calendar Year 2010**

Customers of the Departments include the County Commission, Planning Commission, Board of Zoning Appeals, the development community and the citizens of the County. These customers are served in many ways, including some of the following:

Planning Commission (PC):	22 meetings (including 21 Public Hearings), 3 special meetings, 10 Citizen Outreach Meetings, 4 workshops,
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	10 PC Subcommittee Meetings, 14 meetings regard PC items with County Commission
Board of Zoning Appeals (BZA):	11 meetings (including 28 actionable items)
Walk-in Customers	Average: 40/month
Call-in Customers (to main Department line)	Average: 165/month
E-mail Customers (to Department mail boxes)	Average: 61/month
Information Request Forms (IRFs):	158
Pre-Proposal Conferences (PPCs):	42
Projects Reviewed:	106
Regional/Cross Jurisdictional Outreach Meetings	89

## GOALS FY 12

- Develop a well managed citizen participation effort which utilizes community based problem solving and public/private cooperation in the development of a Corridor Plan for the US 340 Corridor-East Gateway Plan (time frame: 4/11 – 1/12);
- Complete efforts to draft potential amendments for the 1988 Zoning Ordinance and 2010 Subdivision Regulations with key stakeholder involvement throughout Fiscal Year (ongoing - 6/12);
- Initiate, in cooperation with the local state delegates and senators, potential amendments to WV Code 8A to help streamline development review process (Summer 2011)
- Initiate an analysis of 2010 Census Data for Jefferson County, in particular as it relates to the data needs of the 2014 Comprehensive Plan Update (utilizing a summer intern Summer 2011);
- Participate, in cooperation with the Department of Engineering in the DEP's WIP II Plan for the Chesapeake Bay Watershed, including a determination as to the best method of locally implementing the Model Stormwater Regulations (Summer – Winter 2011);
- Work cooperatively with County's Municipalities in their on-going planning efforts (on-going);
- Initiate a comprehensive analysis of the build out potential for the County as a whole under current zoning and approval process (possible contracted service);
- Work with GIS Department to finalize draft Major and Minor Subdivision Map and to develop a policy for regular update and maintenance of this Map;
- Develop a process to streamline the approval of Economic Development opportunities within the County through an analysis of current regulations and processes and working cooperatively with the development community;
- Initiate and Implement Digitization and Document Management System in cooperation with the Engineering, Building and GIS Departments;
- Provide Excellent Customer Service with a timely response to questions and requests (on-going);
- Provide thorough and responsive support of Planning Commission, Board of Zoning Appeals and County Commission (on-going);
- Facilitate Pre-proposal Conferences (PPCs) which enable citizens with proposals to understand the regulations and processes and which encourage problem solving and public/private cooperation (on-going); and
- Provide thorough and timely Development Review for all plats and plans submitted to our Departments (on-going).

### Possible Additional Tasks

- Initiate, in cooperation with the WV DOH, a citizen based planning effort for the development of a corridor plan for the US 340 Corridor South between Charles Town and the southern Virginia line (Spring – Winter 2012);
- Continue to provide support to the Blue Ridge Mountain Community through assistance to a proposed citizen's committee and possible follow through with a grant if awarded;
- Support for on-going Chesapeake Bay Tree Grants and programs

Third Quarterly Report on FY 2011 Work Plan County Commission

PRIORITY	PROJECTS	TIME FRAMES from FY 10-11 Work Plan	Status or Number Completed (July 10 -- Sept. 30) / revised	Status or Number Completed (Oct. 10 -- Dec. 30) / revised	Status or Number Completed (Jan. 31 -- March 31)	Outstanding Tasks	REQUIRED RESOURCES/STAFF	REQUIRED HEARINGS	ANTICIPATED RESULTS
	Day to Day Customer Service		75	158					
	Walk in Customers - general information, zoning requests, process questions		39	11					
	Information Request Forms		3	7					
	Zoning Certificates Issued		537	472					
	Call in customers - general info, zoning, questions			71					
	E-mail to general planning/zoning mailboxes (note: individuals receive over 100 per month each)		105						
	Day to Day Development Review Responsibilities:	on-going							
	Minor Site Plans		1	4					
	Merger Deals, Lot Line Adjustments		32	5					
	Major Site Plans		3	0					
	Minor Subdivision Plans		new submittals - 3; recorded - 5	new submittals - 1; recorded - 1					
	Major Subdivision Plans (Concept, Preliminary, Final)		2	0					
	Conditional Use Permits/Regulated Compatibility Meetings		7	7					
	Zoning Variances (requirements, dimensional variances, CUP Time exceptions)		3	5					
	Subdivision Walkers including requests related to time frames or requirements		17	10					
	Public Hearings		14						
	Follow up meetings with applicants								
	Staff to Planning Commission meetings, including staff reports and presentations	on-going	6 regular PC meetings, 4 special called meetings, 4 special CC meetings related to PC items; 4 staff reports related to land development applications	5 regular PC meetings; 1 special called meeting; 1 joint PC/CC meeting related to PC items; 7 staff reports related to land development applications					
	Staff to Board of Zoning Appeals meetings, including staff reports and presentations	on-going	3 BZA meetings; 17 staff reports for land development applications	2 BZA meetings; 8 staff reports for land development applications					
	Participation in County Commission, WAC, ICDA, Health Department, Joint Utility Meeting, HEPHRO TAC, Region 9 Stormwater Committee	on-going	18 - 128 meetings attended; SR - 72 meetings attended; SR - 58 meetings attended	18 - 99 meetings attended; SR - 41 meetings attended; SR - 60 meetings attended					
Special Project	Blue Ridge Mountain Study	(Project initiated - Nov 09) July 10 - Mar 11	3 meetings	Joint PC/CC meeting	Final Invoice and Closed out grant paperwork by 3/31/11; two follow up meetings with Citizen's Committee re: next steps	Citizen's Committee forming its own SDCS or watershed organization; minimal staff support required	SR, JQ, JB		
Special Project	Review, rewrite, update Subdivision Regulations	(Project initiated - Nov 09) July 10 - April 10	1st round of "policy neutral" Sub Reg. amendments recommended for approval by PC 4/10 was approved by CC 8/19/10	Comments received re: additional amendments needed to Sub Regs during previous PHs organized and prioritized	Sub Reg Amendments drafted to allow minor site plans within major non-residential subdivisions; PC PH held 3/8/11; recommended to CC for approval; CC PH scheduled for 4/14/11	CC PH 4/14/11 re: minor site plans; Additional site plan amendments to PC 4/12/11; Additional amendments to be considered for grouping into topical categories for consideration as a series of upcoming amendments - anticipated to continue through 2011	SR, AP, JQ, JB	Hearings Required by PC and CC at various stages of	Adoption of Amendments

Third Quarterly Report on FY 2011 Work Plan County Commission

PRIORITY	PROJECTS	TIME FRAMES from FY 10-11 Work Plan	Status or Number Completed (July 10 - Sept. 10) <i>initial</i>	Status or Number Completed (Oct. 10 - Dec. 10) <i>draft</i>	Status or Number Completed (Jan. 11 - March 11)	Outstanding Tasks	REQUIRED RESOURCES/STAFF	REQUIRED HEARINGS	ANTICIPATED RESULTS
Special Project	Proposed amendments to Zoning Ordinance	To be initiated Summer 2010	"policy neutral" amendments initiated 7/10, but put on hold due to Wireless (Art 4B) amendments being initiated; PC reviewed and edited proposed Wireless amendments throughout 1st quarter; stakeholder mtg. 8/21/10	Wireless Amendment actions: PC PH 10/12/10; PC vote to recommend to CC 10/26/10; CC presentation CC 10/28/10; "Policy Neutral" Amendments, which were put on hold due to wireless ordinance efforts, were drafted for PC review and input prior to making available to the public	Stakeholder Meeting to consider amendments to Article 4A, Home Occupations and Cottage Industries held 3/7/11; Wireless ordinance amendments approved by CC 3/10/11; final draft policy neutral amendments reviewed by PC 3/22/11 - PC PH scheduled for 4/12/11	PC Policy neutral PH 4/12/11 to be recommended to CC; Draft amendments to Article 4A anticipated for 3/10/11 PC meeting; Overall amendments anticipated to continue through 2011	SB, JH, SR, JQ, JB	Hearings required by PC and CC at various stages of	Adoption of Amendments
Special Project	Zoning Map Update	To be initiated Summer 2010	Staff has completed research and worked with GIS Dept. to complete a good draft; efforts related to UGBs and Federal Land Rezoning to be included.	Final version referred to CC - December 2010	2010 Zoning Map approved by CC 1/14/11 and recorded by County Clerk	Task Completed			
Special Project	Utson Growth Boundary - follow up with municipalities; proposed changes to zoning ordinance task and map; public hearings	Summer 2010 - Summer 2011	Roxton and Charles Town have adopted the UGBs as agreed upon by the County; Harpers Ferry, Bolivar, and Shepherdstown are in discussion with staff to determine best course of action	Staff participated in meetings with Harpers Ferry and Shepherdstown to discuss the concept of the UGB and benefits of adopting a UGB; referred to CC for consideration of a UGB for HF and Bolivar	CC held PH re: Bolivar and Harpers Ferry UGBs 2/17/11 - decision to be made at a CC meeting 4/11	CC vote on Bolivar and Harpers Ferry UGBs 4/14/11; Shepherdstown UGB under discussion at Town level	JB	Possible future hearing for a proposed UGB for Shepherdstown	Approved UGBs reflected on County Zoning Map
	Staff Training - new skills, planning and zoning related functions	on-going	SR - APA Conf. (4/10); JQ - 3 day Grant Writing course (7/10); NCTC; SR & SB - Eastern Panhandle GIS Users Group (8/10); JB - 5 day Green Infrastructure Conf. (9/10); NCTC; SB - 2 day KABST Conf. (9/10); NCTC; JQ - Smart Code webinars (8/10 & 9/10); JB, SR - 1 day Smart Code On-Site Workshop	SR - Ranson Smart Code Webinars (10/10 & 11/10)	National APA conference 4/9 - 4/12/11 (JB); Balancing Nature and Commerce Course 4/18 - 4/20/11 (Team Course - JB member); Multi-state Regional Conference, Cumberland MD 5/6-8/11 (JB, SR, SB)				
Special Project	Proposed amendment to Land Development Fees	(Project initiated - July 09)	July 2010 CC held Roundtable Discussion; Staff worked to address comments and concerns - on 10/7/10 CC meeting agenda	CC considered cost recovery fees at 10/7/10 meeting and referred the fees back to the PC for reconsideration; PC directed staff to revise to reflect a 20% increase over current fees utilizing the new format the reflects the current ordinance; Staff worked to revise the fees for PC consideration in early 2011	PC reviewed 20% increase 1/25/11 and requested 10% increase instead; PC considered 10% increase 2/8/11 and forwarded these to CC for approval	Revised fees recommended to CC for approval - possible 4/14/11 presentation to sct PH	JQ, SR, JB	Public hearing required for approval	Revised fees including fees for site plan review

Third Quarterly Report on FY 2011 Work Plan County Commission

PRIORITY	PROJECTS	TIME FRAMES from FY 10-11 Work Plan	Status or Number Completed (July 10 - Sept. 10) <i>reviewed</i>	Status or Number Completed (Oct. 10 - Dec. 10) <i>reviewed</i>	Status or Number Completed (Jan. 11 - March 11)	Outstanding tasks	REQUIRED RESOURCES/STAFF	REQUIRED HEARINGS	ANTICIPATED RESULTS	
Special Project	340 Corridor Gateway Enhancement Study	Spring 2011 - Summer 2012	In late June, 2010 staff attended a meeting re: a Nat'l Governor's Assoc. project that includes the 340 Corridor and a meeting with the WV DOH re: their 340 Corridor project; in late September, staff met with Comm. Widmyer to discuss potential work program for project	Initial meeting Technical Advisory Committee (TAC) was held for the purpose of defining study area boundary, determining what data exists, and developing an existing conditions report and related maps; multiple maps have been drafted and are under review; multiple related meetings with interested parties were held	Follow up TAC and organizational meetings held; US 340 Kick-off Meeting held 3/24/11 - 130 people in attendance with 15 volunteer staff; on-going coordination with MPO staff to draft consultant scope of work	3/24 meeting summary and follow up; draft goals and objectives for TAC/Citizen Committee meetings in April and May; on-going discussion with DOH re: requirements for an enforceable Access Mgt. Plan	JB, SR, GIS Dept., JO	Public hearing will be required when plan is drafted	Adoption of Small Area Plan as an amendment to the Comprehensive Plan; recommended amendments to the Zoning Ordinance and Subdivision Regulations; possible development of an Access Management Plan	
Special Project	2014 Comprehensive Plan	Fall 2011 - Fall 2013; adoption 2014	No activity		contacted Shepherd University for recommendations regarding potential summer intern to initiate plan analysis.	hire summer intern to initiate data analysis				
NEW PROJECTS NOT INCLUDED IN FY 2011 WORK PLAN										
Special Project	Urban Tree Canopy Grant and Planting Event	October 2010 - May 2011	Grant has been approved; MOU is being reviewed prior to signing	Intern hired; work effort underway - two-fold emphasis: development and adoption of Urban Tree Canopy goals by 3 cities and County; tree planting effort on public land	Urban Tree Canopy Plan Meeting held 1/25/11; Attended mtgs in Harpers Ferry (2/14/11) and Ranson (2/15/11); Tree planting Meeting held 3/9/11; tree plantings scheduled, coordinated and prepared for; tree planting JHS 3/29/11	Urban Tree Canopy Plan Goals Meeting scheduled for 4/29/11; Mtgs in May for S'Town, C'Town, Bolivar; Tree Plantings scheduled, coordinated and prepared for Shiple, Paige Jackson, Driewood, North Jefferson, Shepherd University, Ranson and C'Town parks in April and May	JB, city planners, Doug Griffith (intern), SR	CC approval of UTC Plan and Goals may require a hearing		
Special Project	JCOHCA Study Follow Up	September 2010 - ?	Initial contacts have been made with WVU to determine interest and costs	no additional work planned	no additional work planned					
Special Project	Region 9 Model Stormwater Regulations	May 2010 - February 2011	Monthly Meetings and Review/Input into draft ordinance	Monthly Meetings and Review/Input into draft ordinance	Final meeting held 2/23/11; Final draft Model Stormwater Regulations available for consideration by various jurisdictions for incorporation into local laws (tentatively Fall 2011)	County staff should review Model Regs to consider best process for incorporating these locally (tentatively Fall 2011)	JB	Public hearing may be required by both JC and CC	Stormwater regulations that reflect Chesapeake Bay standards	



May & June 2011  
**Jefferson County  
4-H Report**

CONTACT US:  
1948 Wiltshire Road; Suite 3  
Kearneysville, WV 25430  
Jane Tabb @mail.wvu.edu  
Phone 304.728.7413,  
FAX: 304.728.4101  
jefferson.ext.wvu.edu/



## State Camp

ALPHA I - July 10-15 & ALPHA II - July 17-22

Jackson's Mill

**Deadline to Extension Office: May 23**

Alpha I & II Camps are for those entering 6th grade through age 21. They are more structured to meet the youth developmental needs of most 4-H members. The purpose is to provide personal development experiences to help better understand themselves, and to display personal confidence when assuming leadership positions.

Additional tracks: (Alpha I) **Network Academy: Future Millionaire's Club**, (Alpha II) **Wired & Wonderful**, (Alpha I & II) **Babysitting Certification & Speak Out for Military Kids**.

Partial scholarships are available through the Jefferson County 4-H Foundation. Special State Scholarships are also offered. Call the Extension Office for details. 304/728-7413.

Registration forms can be found on the Jefferson County Extension website:  
[jefferson.ext.wvu.edu/](http://jefferson.ext.wvu.edu/)



Find US On Facebook:  
WVU Jefferson County  
Extension Service

### What's Inside:

2	Calendar of Events	4	Outspoken For 4-H	7	Farm Day
2	4-H Leaders Picnic	4	Hot Dog Stand/Clover Corner	8	Writing Contest, Swim School, Wellness, Gardem
2	Countywide Council Circle	5	County Roundup	9	Livestock Judging
3	Project Books	6	It's Showtime	10	Egg Hunt, WV Service Day, Collegiate Club
3	Animal Workshops	7	West Virginia the 4-H Trail	11	Showmanship Workshop, Horse Judging

WVU Extension Service prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, family status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program.

May	
14	State Forestry Judging Contest, Camp Kidd/Tucker County
14	Hog Weigh In 8-10 am., Jefferson County Fairgrounds
15-20	Extension Camping Instructor (ECI) Training, Jackson's Mill
16	Camp Frame Board Meeting, 7 p.m., Camp Frame
16	Countywide Council Circle, Jefferson County Fairgrounds, 7pm.
20	Bud Day applications due to Extension Office.
21	Camp Frame Chicken BBQ, 3-7 p.m.
23	Alpha I & Alpha II registrations due to Extension Office
27	Charting Books due to Extension Office

June Projects due to Club Leader	
4	Bud Day, 1 to 5 p.m., Camp Frame
7	4-H Leaders Picnic, 7 p.m., Jefferson County Fairgrounds
9	Energy Express first day for Site Team, Ranson Elementary
10-12	Arts & Crafts Festival
13-15	Energy Express Site Team Training, West Virginia Wesleyan
13-17	Tri-County Younger Camp, Camp Frame
15-19	Outspoken for 4-H Bike Ride
19-24	OMC (Older Members Conference), Jackson's Mill
20-24	Tri-County Intermediate Camp, Camp Frame
21	Energy Express Program Begins, Ranson Elementary (Readers needed)
27-7/1	Tri-County Older Camp, Camp Frame

July	
1	State 4-H Days registrations due to Extension Office
3-9	Citizens Washington Focus
10-15	Alpha I & Science, Tech & Leadership Camp Jackson's Mill
17-22	Alpha II, Jackson's Mill
20	VLW (Volunteer Leaders Weekend) registrations due to Extension Office
21	State 4-H Livestock Judging Contest, Land Judging, Homesite Evaluation
27	State Poultry Judging Contest
28-30	State 4-H Judging Days, Morgantown
28-29	State 4-H Horticulture Judging Contest & Dog Skillathon, WVU

**2011 Camp Dates/Camp Frame:**  
 Bud Day June 4, Younger June 13 - 17, Intermediate June 20 - 24, Older June 27 - July 1

## June 4-H Leaders Picnic

This year's picnic will be held on **June 7th** at the Jefferson County Fairgrounds. The picnic will proceed rain or shine and starts at 6:00 p.m., eat at 6:15 p.m. Families welcomed!

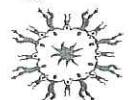
Meat, drinks and utensils will be provided. Those attending with their last name starting with a letter A thru I should bring a vegetable, those who are J thru Q should bring a salad and R thru Z should bring a dessert. Questions call **Clara Carroll** at **304-725-7368**



## Countywide Council Circle May 16 - 7 p.m.

Come one, Come all! To this year's Countywide Council Circle! **EVERYONE** is invited to come and help "kickoff" the 2011 camping season! Last names that begin with A-L are asked to bring cookies. Last names that start with M-Z are asked to bring soda, water, juice, tea, etc.

This event is sponsored by the **Wise Owls 4-H Club**. Questions can be directed to **Lori Grega:**  
**304/725-7444** or  
**gregas91@yahoo.com**



## Project Books



Finish your project book(s). If you are not going to complete a project, let your club leader know as soon as possible.

Your Clover Guide lists in detail what is expected for each project.

Turn your COMPLETED project book and animal record guide (if applicable) into your leader in June. Keep your required exhibit until August 20th and enter it in the fair with your exhibitor number at the 4-H building.

If you are completing an animal project (beef, dairy, sheep, goat, rabbit, poultry, cat, dog or pet) without an animal exhibit (never had or animal died), please contact the Extension Office as soon as possible. Scoring points need to be adjusted and graders informed.

Leaders, turn your club's project books and record guides (if applicable) into the Extension Office before July 22nd!

## Sheep & Goat Workshop

June 18, 2011

Jefferson County Fairgrounds Registration 9:30 a.m. Susan Schoenian, University of Maryland Extension Sheep & Goat Specialist, will be the guest speaker and present information on Goat and Sheep health. Lunch is being provided by Jefferson County 4-H Leaders Association.

There also will be a Goat and Sheep Fitting & Showing Workshop after lunch. Please bring your animal to participate. If you have sheep and goats you may bring both!

ALL Sheep and Meat or Market Goats must have a scrapies tag. Dairy Goats must have registration papers with them and goats have a readable tattoo. Lots of fun things planned!!!

For lunch, you must RSVP to Barbara Welty before June 13<sup>th</sup>; if there is no answer please leave message on answering machine. Questions and RSVP call Barbara @ 304-725-7460 home or 304-283-8801 Cell.

Clark County 4-H Leader' Association Presents:

### The 2nd Annual Clarke County Summer Market Lamb & Goat Show Saturday, July 2nd, 2011.

Clarke County Ruritan Fairgrounds, Berryville, VA. All West Virginia, Maryland and Virginia 4-H and FFA members are invited to participate in this event. A current health history form must be provided with registration form. 4-H members registering for this show are required to have their extension agent sign the form. Rules, prizes, detailed information and registration form can be found at:

[offices.ext.vt.edu/clarke/programs/4h/index.html](http://offices.ext.vt.edu/clarke/programs/4h/index.html).

Questions can be directed to the Clarke County

## Rabbit Showmanship Class

The Blue Ridge Rabbit & Cavy Club are offering a Showmanship class.

June 2, 6:30 p.m. at the Jefferson County Fairgrounds in the Rabbit barn. Questions can be directed to

April Burrows 304/725-6001



## West Virginia Firecracker Classic

Friday July 1 – Sunday July 3, 2011

Berkeley County Fairgrounds, Martinsburg, WV

Youth Market Lamb & Market Goat Show

July 1st - 5:30 p.m.



Youth Market Hog Show

July 3rd - 10 a.m.

Judge: Ron Dilley, Stillwater, OK

Early entry deadline: June 24th

For more information visit: [TFBBBoergoats.com](http://TFBBBoergoats.com) for rules and entry blanks or contact Susan Burner@ 304/279-6323 or [wvburners@comcast.net](mailto:wvburners@comcast.net)

## Pedal for Pledges: 4-H'ers bike 250 miles to help raise camp scholarship money



An Outspoken for 4-H veteran and 4-H leader, 42-year-old Jeff Brandenburg says the benefits of Outspoken go both ways. As a 4-H volunteer, he was inspired when the cyclists visited Tri-County Older Camp four years ago. "It inspired me to set a personal goal," Brandenburg said. "I wanted to push myself to achieve something of that magnitude." But, according to Brandenburg, who has a newfound love of nutrition and fitness, the children have always been his

motivating factor. "I finally realized what the ride really meant when we rode up to one of the 4-H camp sites and kids lined the streets and people were cheering for us," he said. "Seeing those kids, I realized what it meant to help them get to state camps, which is why we help raise money."

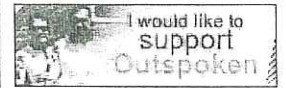
The cyclists will launch their 8-county journey at 7:45 a.m. Thursday, June 16, from Mercer County. Around 2:30 p.m. Sunday, June 19, more than 300 applauding 4-H members will welcome the cyclists when they ride into WVU Jackson's Mill State 4-H Camp near Weston in Lewis County. Their arrival will officially open the weeklong West Virginia Older Members' 4-H Conference, the birthplace of the "Outspoken for 4-H" fundraising event.

Between Thursday and Sunday, the 4-H cyclists will be encouraged by 4-H volunteers and supporters waving motivational signs. WVU Extension agents and 4-H volunteers along the route are supporting "Outspoken for 4-H" by organizing donations, food, lodging and encouraging fans. At designated stops, the cyclists will be greeted by local 4-H'ers and WVU Extension agents. Some of the extended stops will include question-and-answer sessions with local 4-H members.

The cyclists' schedule is: June 16 – Mercer and Summers counties; June 17 – Monroe and Greenbrier counties; June 18 – Pocahontas and Randolph counties; June 19 – Upshur and Lewis counties.

### Outspoken for 4-H Bike Ride

The Seventh Annual 250-mile Bicycle Ride for 4-H will be held June 16 - 19, 2011. This year there is an opportunity to *Sponsor-a-Rider* by completing a donation form that can be located at [development.ext.wvu.edu/](http://development.ext.wvu.edu/). All inquiries can be directed to James Grantham via email at: [outspokenfor4h@gmail.com](mailto:outspokenfor4h@gmail.com)



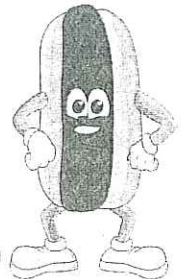
## HOT DOG STAND/CLOVER CORNER

### Food Handlers Card Training

A Food Handlers Training will be offered at the August 2nd (Tuesday) 4-H Leaders Association meeting to be held at the Jefferson County Fairgrounds. Jefferson County Health Department Food Sanitarian, Paul Emanuel will be giving the training and quiz.

Those who want a food handlers card issued by the Jefferson County Health Department will need to have a current TB skin test and go to the Health Department to have their picture taken. After paying the \$10 fee, they will be issued a food handlers card with a photo which will need to be worn when serving food. The card is valid for 1 year only.

Questions can be directed to Paul Emanuel at 304/728-8416 or [paul.j.emanul@wv.gov](mailto:paul.j.emanul@wv.gov). The Jefferson County Health Department also offers Food Handlers Training on-line and it's easy! Go to the website [www.jchealthdept.org](http://www.jchealthdept.org) - click on *Food Safety* and then on *Food Handlers Slide Show*. Watch the slide show and fill out the questionnaire. Then, go to the Jefferson County Health Department on Monday, Tuesday or Friday (8:30 a.m.- 4 p.m.) for a TB skin test (if needed). Once you return to the Health Department to have your TB test read, a card will be issued. The cost of the card is \$10.



# county roundup

Many, many thanks to the County Roundup Committee members: Loretta Shade, Chairperson, Sherry Chambers, Vicki Ott and Polly Wharton who organized this great event. Also thanks to the leaders and volunteers who gave of their time to act as room chairs and judges: Kathy Blue, Cathie Burke, Penni Denton, Amy Fincham, Elaine Friend, Kristen Friend, Natalie Friend, Tammy Houser, Veronica Milliken, Emily Nibert, Marlene Popkins, Patt Welsh Polly Wharton, and Jeremy Wilt



Caitlyn Adams *Chincoteague Ponies*, Madison Adams *Broodmare Care*, Emma Banfield *Halloween Makeup Ideas*, Ryan Brandenburg *Banjo*, Madison Cogle *My Life on a Farm*, Keith Dailey *PSP Games*, Spencer Dailey *Tractors*, Sara Duncan *My Horse Journey*, Mikaela Grey *How to Make Mikaela's Favorite Cookies*, Hailey Hawthorne *How to Make a Time Capsule*, Chelsea Hepner *Attitude*, Daniel Hepner *Rabbit*, Jackson Hepner *Dog*, Molly Ott *How to Make Fruit Kabobs*, Alyssa Petrarca *Cupcakes In a Jar*, Ambrose Rucker *Healthier Eating*, Gregory Rucker *Lego Collection*, Elizabeth Stover *Am I Related to a Signer of the Declaration of Independence?*, Emma Stover *The Heart*, Katie Wolf *Caprine Conundrum*, Catherine Rucker & Katie Hoffman *Be the E (Entrepreneurship)*

# It's Showtime



## Participating clubs:

Bakerton Country Roads  
Cohongoruton  
Country Clovers  
Evergreen  
Jefferson County Saddle Club  
Saddles & Smiles  
Summit Point Busy Bees



*Special acknowledgement and thanks to the It's Showtime Committee:*

Sherry Chambers, Patsy Noland & Polly Wharton

Laura Crosby (Audio Tech), Kristen Matlick (Curtain Tech), Maria Russo (Emcee), Deanna Thorsell (Photographer)



West Virginia  
the 4-H trail  
one incredible journey



West Virginia 4-H'ers and 4-H alumni will make a three-day, 62-mile walk through the state to celebrate 90 years of 4-H heritage and history. The walk begins on July 15, 2011 at Camp Good Luck in Randolph County, believed to be the home of the first 4-H camp in the state. The walk will wind through Kumbrabow State Park to Helvetia, through Upshur County, and into Lewis County, ending on July 17 in time for the kick-off of the Alpha II State 4-H Camp. Money raised will go toward the 4-H state camping program and renovations at WVU Jackson's Mill.

## How to be involved.....

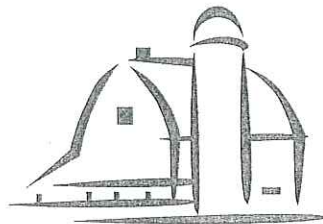
### WALK:

Visit the website for complete information: [4-hyd.ext.wvu.edu/4h\\_trail](http://4-hyd.ext.wvu.edu/4h_trail)  
Registration deadline is June 1st.

### DONATE:

Visit the following website [4-hyd.ext.wvu.edu/4h\\_trail/donate](http://4-hyd.ext.wvu.edu/4h_trail/donate)  
for information on how to make a donation or  
contact the WVU Jefferson County Office at 304/728-7413

## Farm Day June 18, 10 a.m.-5 p.m.



Farm Day 2011 will feature 4 locations: **Roxley Farm**, Chris and Evie Lotze raise grass fed beef/ **Morgan's Grove Market** – the new market "face to face place to be"/ **White Rock Farm**, the Wolf family features goats, chickens and Dexter cattle/**Taylor Mountain Farm**, Jim and John Casey, a Thoroughbred horse training, breeding and boarding operation. Farm Day brochures will be posted on our website in the near future.

## Saddles & Smiles Easter Egg Hunt

The Jefferson County Fairgrounds horse area was "EGGED" with over 1200 hundred pastel colored eggs! What a sight! The fronts of 40 horse stalls with decorated with kites, butterfly nets, flowers and any other kind of decoration to hide and camouflage eggs. With eggs mounted on the stall walls, made for easy hunting for the children in wheelchairs. What looked like a jumping course to the average person, became jumping with children hunting eggs. Games were played and prizes were won! Fun was had by all! Even, the Easter Bunny hopped in on all the games.

### "West Virginia 4-H Service Day"

Brent Clark, Harrison County 4-H & Youth Extension Agent

In an effort to demonstrate the impact that 4-H led service provides to our state, this year we will establish the first ever "West Virginia 4-H Service Day" on Saturday,

October 15, 2011. Through the support of the State 4-H Office and each of our county 4-H programs, our vision is for one single, specific day during the year in which West Virginia 4-H would come together to give back to their communities, counties and state.

**Save the Date: Saturday, October 15, 2011**  
**More info in next newsletter**



### WVU Collegiate 4-H Club

The WVU Collegiate 4-H Club has been named the 2011 National Collegiate 4-H Club of the year. The club received this award during the recent National Collegiate 4-H Club Conference in Atlanta, GA.

When freshmen arrive this fall at WVU, they will be invited to become members of the WVU Collegiate 4-H Club. Encouraging new membership is only a small part of the WVU group's service. The members diverse accomplishments include teaching youth at 4-H camps, preparing meals for the homeless to assisting with the development of 4-H clubs in Mexico. WVU collegiate 4-H members also support service projects on campus, including organizing events for Mountaineer Week, WVU Family Day and WVU Up All Night.

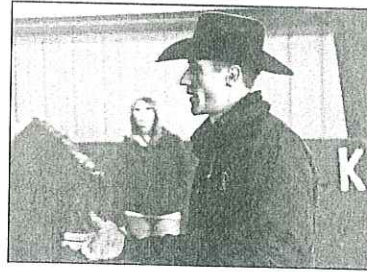
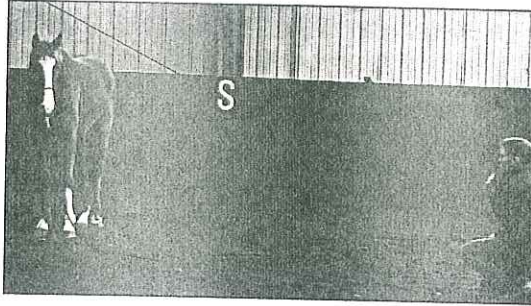
WVU Collegiate club currently has members from Ghana, Saudi Arian, Jordan and Japan. The WVU club "is extremely welcoming," said Becca Fint-Clark, the club's co-advisor, who is also the 4-H agent in WVU Monongalia County Office.

#### College Age 4-Hers

Add "join a collegiate 4-H club" to your to-do list this fall regardless of the college you are attending. If they don't have one, find out how to organize one.

## Country Pride 4-H Club Showmanship from the Ground Up

With Clinician Scott Purdham of Homestead Farm Equestrian Center, Thatcher Rd., Martinsburg



Thanks to Sharon Lentz, Leader of Country Pride 4-H Club with providing information and photos of the March 27 workshop. The Showmanship event went very well. Following 4-H ers attended: Emma-Jean Patterson, Darby-Rose Patterson, Trip Patterson, Ava Monson, Catherine Mullineux, Mari Slusher, Taylor Corder and Rhiannon Turner from Berkeley County. A ride with Scott is being planned in June. If you have interest, please contact Sharon Lentz [aspendale@frontiernet.net](mailto:aspendale@frontiernet.net) or call 304/268-1151

## State 4-H & FFA Horse Judging Contest April 30, Potomac State College

Thank you to Margaret Patterson (Saddle Club) and Margaret Liskey (Saddles & Smiles) for providing the information and photos of this event. Results were as follows: Sr. team 3rd place: Katie Wolfe, Lexi Hensell, Ava Monson, and Alex Bane, Sr. Individual placings Katie Wolfe - 6th place, Lexi Hensell - 10th place, Ava Monson - 13th place and Alex Bane - 25th place Jr. Individual placing Trip Patterson - 12th place.


We would like to give a special thank you to Suzie Binns for including us in her Saddle Horse clinics horse confirmation and pleasure classes this year and the kids judged them great! Everybody really improved over last year.




Senior Horse Judging Team


Jefferson County 4-H Horse Judging Team



 **Bakerton Country Roads 4-H Club** meeting was held at the Rucker house. **Catherine Rucker** gave a report on *Powerful Words*. **Catherine and Ambrose Rucker** gave It's Showtime & County Roundup reports. **Katherine** will be going to State Roundup during State 4-H Days. Our club collected 20 bags of trash during our last clean up. Reported by **Sierra Shepherd** Club Leader is **Jenny Eaton**


 The April 8th meeting of the **Dolly Madison 4-H Club** was called to order by President **Angel McDaniel**. We worked on 4-H books and our health activity was about *Listening*.

The **Dolly Madison Cloverbuds** had an Easter Egg hunt. They had fun collecting eggs and they also had an Easter craft. Reported by **Eleanor Puster**

 This month's meeting of the **Middleway Climbers 4-H Club** was on the 12th of April at the White Church. We colored Easter Eggs for the nursing home to use as decoration. We also hunted Easter Eggs as a fun activity for all no matter your age. Also, we are going up to

Camp Frame on the 21st of April to clean-up, so be ready to work.

Reported by **Lane Harder**  
Club Leaders are **Gail Banfield & Mary Lind**

 **Saddles & Smiles 4-H Club**

It was a great honor to meet our Christmas card pen pal. His trip to Inwood was brief. With a tight, very tight handshake, he thanked Jefferson County 4-H members for thinking of them during the Christmas holiday. He said that being away from family at Christmas is hard, but it helps knowing that others are thinking of them. He shouts a big **HOW! HOW!** to each of you!



Jheri and Jordan Liskey with Erik Nowak

254140250 B004

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

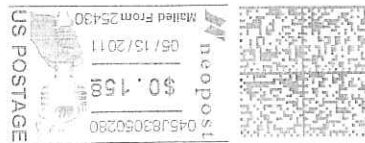
4-H Newsletter  
May & June  
6/8/11



WVU Jefferson County Extension Office  
1948 Wiltshire Rd, Ste. 3  
Kearneysville, WV 25430



NON-PROFIT  
ORG



605155



JPMorgan Chase Bank, N.A.  
Syracuse, New York  
50-937-213

VONAGE TAX ACCOUNT  
23 MAIN STREET  
HOLMDEL, NJ 07733



5/9/2011

PAY TO THE ORDER OF

Jefferson County Commission

\$ 3,166.80

DOLLARS

Three Thousand One Hundred Sixty Six And 80/100-----

Jefferson County Commission - E911

P.O. Box 250  
Charles Town, WV 25414

*Maria Thornton*  
AUTHORIZED SIGNATURE

MEMO

4/1/2011 - 4/30/2011: FEIN202758841: Jefferson County WV Generic E911 Dual Remittance Form

957087076

0505155 021309379

Security features. Details on back.

**Company Name:**

Vonage America c/o BillSoft Services, Inc.  
8675 W. 96th Street  
Suite 220  
Overland Park, KS 66212

**FEIN:** 202758841

**Phone #:** (913) 859-9674

**Fax #:** (913) 438-9260

**E911 Tax Remittance Form**

**Jefferson County Commission - E911**

**P.O. Box 250**

**Charles Town, WV 25414**

**Reporting Period:** 04/01/2011 - 04/30/2011

**Return Due:** 05/20/11

	Residential	Centrex
Number of Lines	1092	0
Rate or Charge Per Line	2.90	0.0000
Gross Surcharge Amount	3166.80	0.00
Administrative Fee Allowed 0.00 %	0.00	0.00
Credits	0.00	0.00
Penalty	0.00	0.00
Interest	0.00	0.00
Net Amount to be Remitted	3166.80	0.00
Remittance		3166.80

**Signed:** 

**Name & Title:** Tiffany Barnes, Preparer

**Date:** 05/06/11

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

**RECEIVED**

MAY 12 2011

Jefferson County Commission

# EASTERN PANHANDLE CONSERVATION DISTRICT

2011 Spring Newsletter



## Board of Supervisors

### BERKELEY COUNTY

James Moore,  
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Floyd Kursey, Treasurer

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Robert Gruber, Director  
Warren Mickey, Supervisor

### MORGAN COUNTY

Jim Michael, Chairman  
Lin Dunham, Secretary

## EASTERN PANHANDLE SOIL CONSERVATION DISTRICT: ROLLER CRIMPER DEMONSTRATION



Location: WVU Kearneysville Tree Fruit Research and Education Center

Date and Time: May 25, Noon to 2 PM

Directions: <http://www.caf.wvu.edu/kearneysville/kvmap.html>

Lewis Jett, Commercial Horticulture Extension specialist will discuss pumpkin production on rolled cover crops, soil moisture conservation, pumpkin yield and quality improvement compared to conventional tillage.

Tom Basden, Nutrient Management Extension Specialist will discuss nutrient cycling and nitrogen management with winter legumes.

The farm crew will demonstrate the proper method of rolling a small grain cover crop using the district roller crimper. This field will then be planted to pumpkins and a fall harvest twilight meeting is anticipated.

No-till production of pumpkins is becoming increasingly popular with many commercial growers in the Mid-Atlantic region. Winter cover crops such as rye, wheat, or triticale can be mixed with legumes such as clover or vetch and established in the fall preceding the crop season. The following spring, the cover crop is mechanically killed using a roller-crimper, and the crop is planted directly in the mulch layer. Pumpkins are particularly well-suited to this production system. Weeds are suppressed with the mulch. The mulch also reduces soil moisture loss and keeps the pumpkins clean when harvested.

No-till production has the potential to improve soil quality while increasing yields and quality of pumpkins.



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## THE WEST VIRGINIA ASSOCIATION OF CONSERVATION DISTRICTS: CENTURY FARM PROGRAM

The Century Farm Program is administered by the West Virginia Association of Conservation Districts. The program honors families that have continuously farmed the same tracts of land for at least 100 years. Its mission is to raise awareness in the state regarding our agricultural heritage.

To qualify as a Century Farm the following qualifications must be met:

- (1) The same family must have maintained ownership (title of land) for a minimum of 100 consecutive years,
- (2) The farm must consist of at least ten acres of the original land holdings,
- (3) The farm must gross at least \$1,000 annually from farm products,
- (4) A family member must live on the farm or be an integral part of the day-to-day operation of the farm enterprise.

Those agricultural operations selected as Century Farms will receive an outdoor sign with the Century Farm logo and the individual(s) name on it for display. Those individuals selected as Century Farm families will receive their awards during their local Conservation Districts annual banquet, at which time pictures and a bit of the farm's history will be showcased.

If you or someone you know would like to apply, application forms are available at your local conservation district office. To find your local conservation district office please visit us at [www.wvca.us/districts.cfm](http://www.wvca.us/districts.cfm).

# WVDA HELPS EASTERN PANHANDLE PRODUCERS MEET CHESAPEAKE BAY WIP GOALS

The buzz words in the Eastern Panhandle these days seem to revolve around the Chesapeake Bay TMDL (Total Maximum Daily Load), West Virginia's WIP (Watershed Implementation Plan), CAFOs (Concentrated Animal Feeding Operations), and the BMPs (best management practices) we will implement to improve water quality in our communities, streams, and rivers. The West Virginia Department of Agriculture (WVDA) is committed to helping producers wade through this alphabet soup.

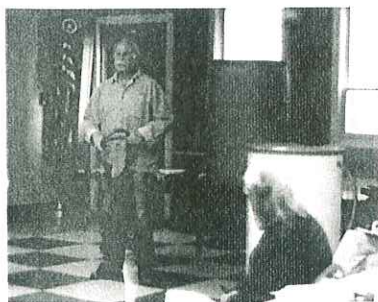
As the WIP was being developed, the WVDA strove to keep producer compliance voluntary as much as possible. CAFO permits are required for operations that have a discharge or plan to discharge into the waters of the state. The WVDA is committed to assisting producers in determining if they need a permit, applying for a permit, and record keeping associated with the permit.

One of the WIP goals is to have nutrient management plans for 95% of the agricultural acres in the Eastern Panhandle. A nutrient management plan (NMP) can save producers money in fertilizer costs. It can also prove that there is no nutrient discharge from the farm operation. Information gathered to write a NMP is soil tests, manure tests, soil maps, field maps, and the producer's preference in farming practices and crop production. Each NMP is tailored for an individual producer and the acres that he/ she farms. NMPs are living documents that can be updated and changed according to a producer's needs. Farming is a combination of art and science which is influenced by factors like weather that are out of our control.

A NMP that is part of a CAFO permit can be enforceable but a voluntary NMP is a BMP recognized by the WV Department of Environmental Protection (DEP) and US Environmental Protection Agency (EPA) as beneficial for the Chesapeake Bay. Operations that have a NMP can use it as a record keeping tool that assists them in proving that they are not discharging nutrients into the waters of the state. Producers in the Potomac Valley region of WV have been using NMPs for many years and recognize the money saving benefits of following it.

To experience the benefits of having a NMP, contact your local WVDA office to get one. The WVDA offers nutrient management plan writing for free through its nutrient management specialists. There are nutrient management specialists in Moorefield, but Christine Barnes has been hired as a nutrient management specialist in the Inwood office to better serve the Eastern Panhandle. She can write a plan for you. Contact her at 304-229-5828 or cbarnes@wvda.us. Remember, this is a free service to you. This isn't something that we are doing only for the Chesapeake Bay; it is something we can do for ourselves, our communities, and our streams.

## RAIN BARREL WORKSHOP A SUCCESS



Harpers Ferry and Bolivar homeowners learned various tips on water conservation at a rain barrel workshop on March 12 at the Bolivar Community Center.

The workshop, sponsored by the West Virginia Conservation Agency, the Eastern Panhandle Conservation District, the Elks Run Study Committee, taught workshop participants about rain barrels, rain gardens and the impact storm water runoff has upon the Chesapeake Bay.

The workshop was offered to Harpers Ferry Water Works customers. The towns of Harpers Ferry and Bolivar are currently considering adopting a model storm water ordinance that was drafted by Region 9 Planning Commission. The storm water ordinance will provide a set of regulations the town officials can use in order to effectively manage its storm water problems.

Registered participants received a free rain barrel with fittings and a packet of educational information on how to maintain their rain barrel, how to install a rain garden and alternative lawn care procedures. Twenty-five homeowners signed-up for the workshop and eleven homeowners audited the class.

The barrels were donated to the West Virginia Conservation Agency from Pilgrims Pride of Moorefield. Lou Scavanicky, president of the Opequon Creek Watershed Association, assisted the project by cleaning, modifying the barrels and assisted with the presentation.

Funding for the project was provided by the Chesapeake Bay Program.

# CHESAPEAKE BAY PROGRAM GRANT FUNDS



Jefferson High School students worked to help beautify their school by planting trees. At the same time, the FFA members and agriculture students also learned a lesson in conservation and protecting the environment. More than 60 trees were planted around the high school with 42 of those situated along a small hill in the back of the school. Those trees will protect against soil erosion in the area of their planting. The planting of the trees along this area of the school will also serve as a natural windbreak in a very windy area. They will function as a barrier against cold in the winter and provide shading to the building in the summer months, each contributing to savings in heating and cooling of the building. The trees will also be an instrumental factor in the teaching of forestry at the school and provide additional educational opportunities for many of the students. Additional trees were planted along the grounds in front of the school which will add to the location's tree canopy. The planting of the trees comes as part of a grant program through the Eastern Panhandle Conservation District, West Virginia Conservation Agency and Division of Forestry and the Chesapeake Bay Program. Along with planting native tree species around the school, the students learned why it is important to reduce sediment and soil erosion that has contributed to the pollution of the Chesapeake Bay as well as local waterways. The students who participated in the tree planting showed an eagerness to learn about the environment and how to preserve it.

## 2011 TREE SALE

The EPCD sold over 17,000 trees this year through its Annual Tree Seedling Sale. Nineteen different varieties of trees were offered. New for this year we expanded our sale to include fruit trees such as apples, peaches, cherries, pears, grapes and blueberries. The proceeds from the tree sale are used to support conservation activities in the local area.

The EPCD wishes to extend its thanks to all the volunteers who helped make this year such a success. We would not be able to do it without the help from the Opequon Watershed Group, Mary Beth Bennett, WVU Extension, the Berkeley County Fairgrounds, Jefferson High School, Dawson's Home Improvement Center and our junior volunteers from Shepherdstown Middle School.



## INFORMATION ON GROWING SEASON EXTENSION AVAILABLE TO LOCAL SMALL SCALE VEGETABLE PRODUCERS

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Small scale vegetable producers in the Eastern Panhandle of West Virginia have an opportunity to learn techniques to extend the growing season this spring and summer through a Farm-to-School grant being administered by the Potomac Headwaters Resource Conservation and Development (RC&D) Council. Low tunnel technology will be covered in several workshops to be held on a local farm that is to be selected soon. Risk Management and Good Agricultural Practice (GAP) training will be discussed as well so as to prepare local small scale producers for possible marketing to local schools and other institutions.

To be included in future notifications about this training contact the Potomac Headwaters RC&D office in Martinsburg by calling 304-267-8953 ext. 5 or by e-mail: phec.d.6003@frontier.com.

## EPCD OUTREACH & EDUCATION PROGRAMS

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The following is a summarized list of outreach/education programs offered through the EPCD. If you would like more information, please contact the office @ 263-4376 x116.

- Envirothon Contest: ages 15 – 18
- Land Judging Contest: ages 15 – 18
- Forestry Contest: ages 15 – 18
- Grassland Evaluation Contest: ages 15 – 18
- College Scholarships: high school seniors
- Samara Program: 7th grade
- Poster Contest: K through 12
- Photo Contest: all ages
- Stewardship Program: church youth through adult
- Conservation & Forestry Camps: ages 11– 18
- Annual Tree Sale
- Adult Trainings & Workshops

In addition, District staff is available to address your classroom, group or organization of any age, to address various environmental topics or current programs.

## 2011 DCP SIGNUP

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Enrollment for the 2011 Direct and Counter-cyclical Program (DCP) has begun and will continue through June 1, 2011. You can sign up on-line or at either the Berkeley-Morgan or Jefferson Farm Service Agency Offices, depending upon where your farm is located. The June 1, 2011 deadline is mandatory for all participants, so no late-filed applications will be accepted. USDA computes DCP Program payments using base acres and payment yields established for each farm. Eligible producers receive direct payments at rates established by statute regardless of market prices.

Producers who are eligible for the DCP program are also eligible to enroll in the Average Crop Revenue Election (ACRE) Program.

## CROP REPORTS

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The local FSA Offices are now accepting crop reports for the 2011 reporting year. If you have planted small grains for this spring harvest, please report your crops by May 31, 2011. Producers have until July 15, 2011 to report corn, soybeans, hay, pasture and other crops. Annual crop acreage reports are now REQUIRED from most all farms participating in USDA programs. Timely and accurate reports are very important.

## 2011 LARGEST TREE CONTEST

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Delegate John Overington is continuing the largest tree contest this year to find the largest maple tree species for the \$500 award. If you think you know where the largest maple tree is in Jefferson, Berkeley or Morgan County, contact Sara Wuertenberg at the Eastern Panhandle Conservation District by June 30, 2011. Forester Herb Peddicord will measure the trees to find the largest one that has been entered into the contest.

In 2010, about 80 oak tree entries were submitted. Kaitlyn Price was the winner of 2010 tree contest. She submitted the Chinkapin oak tree that was 20 feet in circumference near the Jefferson-Berkeley County border. The tree could easily be 300-400 years old and even seen by George Washington when he surveyed the area.

When calling the office to submit your entry, make sure you have measured the circumference of the tree trunk at 4.5 feet up from ground level. If the tree is not on your property, make sure you have the permission of the landowner before entering the tree in the contest. In this event, the reward will be split between the landowner and the individual who has called in the tree entry.

# AGENCY PROGRAMS

## EQUIPMENT RENTAL

### NO TILL DRILLS

\$10.00 per acre

### WEED WIPER

\$50.00 per day

### POULTRY LITTER or LIME SPREADER

\$80.00 per day

### CROP ROLLER CRIMPER

No charge

\*\*There is a \$50.00 delivery fee for all equipment.

## OTHER SERVICES

### FORAGE TESTING

60/40% cost share

### SOIL TESTING

50/50% cost share

## LIME INCENTIVE PROGRAM CRITERIA

EPCD will cost share up to 50% on bulk lime and delivery with a cap of \$30 per ton. Landowner is responsible for 100% of spreading cost.

- Fields must be hay and/or pasture.
- Applications approved are up to 50 acres per year and with a pH of 6.5 and below
- Landowner is required to use a WV AG Certified Lime Dealer.
- After signing the Contract, the landowner has 90 days to spread the lime, unless the landowner is unable to spread due to weather or other complications.
- When lime is delivered, have the vendor fill out and sign the Lime Invoice with the cost of the lime and delivery.
- If the EPCD pays the landowner over \$600.00, we will need the Social Security or Tax I.D. number to complete a 1099 Tax form.

## DISTRICT HAPPENINGS

### SCHEDULE OF EVENTS

May 25 – Roller Crimper Demo at WVU Kearneysville Research Center

June 12-18 – State Conservation Camp

June 20-24 – Junior Conservation Camp

July 24-30 – Forestry Camp

### DISTRICT BOARD MEETINGS

May 18 at 7:00 pm.

June 15 at 7:00 pm

July 20 at 7:00 pm

August 17 at 7:00 pm

### THE DISTRICT WILL BE CLOSED FOR THE FOLLOWING HOLIDAYS

Memorial Day – May 30

WV Day – June 20

Independence Day – July 4

Labor Day – September 5

## NEW EQUIPMENT

The EPCD now has a weed wiper available for rent. Weed wipers are used to selectively control weeds that are taller than the crop. The wiper can be adjusted to different heights so that the rotary wiper only applies herbicide to the weeds. The wiper is 12' wide, but folds for easy transport. The weed wiper rents for \$50 per day.



Transport Position

Ready-to-work Position



**EASTERN PANHANDLE  
CONSERVATION DISTRICT**

151 Aikens Center, Suite 1  
Martinsburg, WV 25404  
Phone: 304-263-4376  
Fax: 304-263-4986  
E-mail: [epcd@wvca.us](mailto:epcd@wvca.us)

*Serving Berkeley, Jefferson,  
and Morgan counties*

Non-Profit Org.  
U. S. Postage  
Paid  
Martinsburg, WV  
Permit #03

“Address Service Requested”

\*\*\*\*\*AUTO\*\*3-DIGIT 254

Jefferson Co. Commission  
PO Box 208  
Charles Town WV 25414-0208



We are now on the web!

[www.wvca.us/districts/?page=epcd](http://www.wvca.us/districts/?page=epcd)

## LAWN CARE AND YOU

Region 9 is working with the West Virginia Department of Environmental Protection to assess local residents' use and knowledge of the fertilizers and herbicides they apply to their lawns. The run-off caused by excessive use of fertilizers and herbicides affects all local streams, creeks and our groundwater.

This project will have three phases. First, a survey will be taken to assess local residents' knowledge of fertilizers and herbicides and their current use patterns. The second phase will be education and outreach. The third phase will be a follow-up survey to assess what residents have learned and how they are using this new knowledge.

To begin this project, Region 9 has established a link on its website for individuals to use to take the lawn care survey. The timeframe for residents to complete the survey will be through April 22, 2011. We are contacting conservation groups throughout the Eastern Panhandle to assist in getting the word out and directing residents to our website. I hope you will join us in this effort. I am requesting the following introductory text and link be added your website directing interested citizens to the Region 9 website to take the survey.

Are you planning to fertilize your lawn this spring? Whether you are a super gardener, or the type of person who would respond to that question with “What’s fertilizer?” or anyone in-between, we need your help. Proper use of fertilizers will give you a healthy lawn while applying too much fertilizer will damage your lawn, create unnecessary run-off and cost you money. If you live in the 8-county region of West Virginia known as the Eastern Panhandle or Potomac Basin - even if you don't fertilize your lawn - please take a few minutes to complete this short on-line survey about lawn care.

Visit the link below and scroll down to the Eastern Panhandle Lawn Care Survey project.

<http://www.region9wv.com/ProjectsPrograms.aspx>

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

Week Ending Date	Week Ending May 14, 2011
<b>To be Deposited on:</b>	May 20, 2011
Amount Played	78,452,594.93
Amount Won	70,435,841.52
Amount Promo	244,906.00
MWAP Contribution	<u>51,968.55</u>
<b>Adjusted Gross Terminal Revenue</b>	<u><b>7,719,878.86</b></u>
Administrative Costs @ 4%	0.00
Excess Lottery Fund @ 4%	<u>308,795.15</u>
<b>Net Terminal Revenue</b>	<u><b>7,411,083.71</b></u>
Surcharge @ 10%	741,108.38
State Share Excess @ 58%	429,842.86
Track Share of Capital Reinvestment @ 42%	311,265.52
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	\$ 298,814.90
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	\$ 12,450.62
<b>Adjusted Net Terminal Revenue</b>	<u><b>6,669,975.33</b></u>
Racetrack @ 46.50% / 42%	2,801,389.64
Lottery Fund @ 30% / 0%	0.00
Excess Lottery Fund @ 0% / 41%	2,734,689.86
Race Track Purses @ 7% / 14% / 8%	533,598.03
Workers' Compensation Debt Reduction @ 7%	0.00
Employee Pension Fund @ 1% / .5%	33,349.88
Greyhound Development @ .75%	50,024.81
Thoroughbred Development @ .75%	50,024.81
Racing Commission @ 1%	66,699.76
County/Municipality @ 2%	133,399.52
<b>3% Funds:</b>	
Tourism Promotion Fund @ 1.375%	91,712.16
Development Office Promotion Fund @ .375%	25,012.41
Research Challenge Fund @ .5%	33,349.88
Capitol Renovation and Improvement Fund @ .6875%	45,856.08
2004 Capitol Complex Parking Garage Fund @ .0625%	4,168.73
<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>66,699.76</u>
	<u><b>6,669,975.33</b></u>

WEST VIRGINIA LOTTERY

First Benchmark

Charles Town

County / City Split

Fiscal Year 2011

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

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 12.42%	CHARLES TOWN 34.56%	HARPERS FERRY 3.65%	RANSON 35.08%	SHEPHERDS TOWN 14.29%
3 days ending: 7/1/10- 7/3/10	\$ 115,402.58	\$ 115,402.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending:								
07/10/10	\$ 205,731.64	\$ 205,731.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/17/10	\$ 161,386.76	\$ 161,386.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/24/10	\$ 160,368.28	\$ 160,368.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/31/10	\$ 157,802.08	\$ 157,802.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/07/10	\$ 161,617.82	\$ 136,494.98	\$ 25,122.84	\$ 3,120.27	\$ 8,682.45	\$ 916.98	\$ 8,813.09	\$ 3,590.05
08/14/10	\$ 156,753.36	\$ 78,376.68	\$ 78,376.68	\$ 9,734.38	\$ 27,086.98	\$ 2,860.75	\$ 27,494.54	\$ 11,200.03
08/21/10	\$ 152,398.04	\$ 76,199.02	\$ 76,199.02	\$ 9,463.92	\$ 26,334.38	\$ 2,781.26	\$ 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	\$ 140,870.12	\$ 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
05/14/11	\$ 133,399.52	\$ 66,699.76	\$ 66,699.76	\$ 8,284.11	\$ 23,051.44	\$ 2,434.54	\$ 23,398.27	\$ 9,531.40
Subtotal	\$ 6,268,793.90	\$ 3,590,428.69	\$ 2,678,365.21	\$ 332,652.95	\$ 925,643.02	\$ 97,760.39	\$ 939,570.44	\$ 382,738.41

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

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	January, 2011 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	February, 2011 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	March, 2011 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	April, 2011 130,654.61
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	5/14/2011	66,699.76	
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			
<b>TOTALS</b>	<b>4403564.04</b>		<b>4041141.56</b>		<b>3590428.69</b>	<b>1045323.27</b>

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

Week Ending Date	Week Ending May 21, 2011
<b>To be Deposited on:</b>	May 27, 2011
Amount Played	74,313,782.95
Amount Won	66,784,382.61
Amount Promo	213,377.00
MWAP Contribution	<u>0.00</u>
<b>Adjusted Gross Terminal Revenue</b>	<b><u>7,316,023.34</u></b>
Administrative Costs @ 4%	0.00
Excess Lottery Fund @ 4%	<u>292,640.94</u>
<b>Net Terminal Revenue</b>	<b><u>7,023,382.40</u></b>
Surcharge @ 10%	702,338.25
State Share Excess @ 58%	407,356.19
Track Share of Capital Reinvestment @ 42%	294,982.06
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	\$ 283,182.78
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	\$ 11,799.28
<b>Adjusted Net Terminal Revenue</b>	<b><u>6,321,044.15</u></b>
Racetrack @ 46.50% / 42%	2,654,838.54
Lottery Fund @ 30% / 0%	0.00
Excess Lottery Fund @ 0% / 41%	2,591,628.11
Race Track Purses @ 7% / 14% / 8%	505,683.53
Workers' Compensation Debt Reduction @ 7%	0.00
Employee Pension Fund @ 1% / .5%	31,605.22
Greyhound Development @ .75%	47,407.83
Thoroughbred Development @ .75%	47,407.83
Racing Commission @ 1%	63,210.44
County/Municipality @ 2%	126,420.88
<b>3% Funds:</b>	
Tourism Promotion Fund @ 1.375%	86,914.36
Development Office Promotion Fund @ .375%	23,703.92
Research Challenge Fund @ .5%	31,605.22
Capitol Renovation and Improvement Fund @ .6875%	43,457.18
2004 Capitol Complex Parking Garage Fund @ .0625%	3,950.65
<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>63,210.44</u>
	<b><u>6,321,044.15</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 ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 12.42%	CHARLES TOWN 34.56%	HARPERS FERRY 3.65%	RANSON 35.08%	SHEPHERDS TOWN 14.29%
3 days ending: 7/11/10- 7/31/10	\$ 115,402.58	\$ 115,402.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week ending:								
07/10/10	\$ 205,731.64	\$ 205,731.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/17/10	\$ 161,386.76	\$ 161,386.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/24/10	\$ 160,368.28	\$ 160,368.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/31/10	\$ 157,802.08	\$ 157,802.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/07/10	\$ 161,617.82	\$ 136,494.98	\$ 25,122.84	\$ 3,120.27	\$ 8,682.45	\$ 916.98	\$ 8,813.09	\$ 3,590.05
08/14/10	\$ 156,753.36	\$ 78,376.68	\$ 78,376.68	\$ 9,734.38	\$ 27,086.98	\$ 2,860.75	\$ 27,494.54	\$ 11,200.03
08/21/10	\$ 152,398.04	\$ 76,199.02	\$ 76,199.02	\$ 9,463.92	\$ 26,334.38	\$ 2,781.26	\$ 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
05/14/11	\$ 133,399.52	\$ 66,699.76	\$ 66,699.76	\$ 8,284.11	\$ 23,051.44	\$ 2,434.54	\$ 23,398.27	\$ 9,531.40
05/21/11	\$ 126,420.88	\$ 63,210.44	\$ 63,210.44	\$ 7,850.74	\$ 21,845.53	\$ 2,307.18	\$ 22,174.22	\$ 9,032.77
Subtotal	\$ 6,395,214.78	\$ 3,653,639.13	\$ 2,741,575.65	\$ 340,503.69	\$ 947,488.55	\$ 100,067.57	\$ 961,744.66	\$ 391,771.18

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

VIDEO LOTTERY REPORT  
FY 2009

Table Game Revenues  
FY 2011

FY 2009		FY 2010		FY 2011		FY 2011	
Date	Amount	Date	Amount	Date	Amount	Date	Amount
7/5/2008 *	169,912.56	7/4/2009 *	128,262.42	7/3/2010	115,402.58		
7/12/2008	176,592.38	7/11/2009	168,815.08	7/10/2010	205,731.64		
7/19/2008	160,344.08	7/18/2009	160,652.98	7/17/2010	161,386.76		
7/26/2008	162,982.74	7/25/2009	158,869.08	7/24/2010	160,368.28		
8/2/2008	178,171.04	8/1/2009	174,493.08	7/31/2010	157,802.08		
8/9/2008	123,538.04	8/8/2009	138,408.80	8/7/2010	136,494.98		
8/16/2008	82,482.89	8/15/2009	81,222.14	8/14/2010	78,376.68		
8/23/2008	76,426.18	8/22/2009	76,260.31	8/21/2010	76,199.02		
8/30/2008	89,459.86	8/29/2009	80,472.92	8/28/2010	72,460.03	July/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	January, 2011 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	February, 2011 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	
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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	April, 2011 130,654.61
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	5/14/2011	66,699.76	
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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			
<b>TOTALS</b>	<b>4403564.04</b>		<b>4041141.56</b>		<b>3653639.13</b>	<b>1045323.27</b>

JEFFERSON COUNTY, WEST VIRGINIA

Engineering Department

116 East Washington Street

P.O. Box 716

Charles Town, West Virginia 25414

Phone: 304-728-3257

Fax: 304-728-3953

Email: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org)

May 20, 2011

City of Charles Town  
101 East Washington Street  
Charles Town, WV 25414

COPY

Attn: Honorable Mayor, Peggy A. Smith  
Council Person, Chet Hines  
Council Person, Sandy Slusher McDonald  
Council Person, Ann Paonessa  
Council Person, Mike Slover  
Council Person, Ruth McDaniel  
Council Person, MaryLois Gannon-Miller  
Council Person, Don Clendening  
Council Person, Rich Bringewatt  
Joe Cosentini, Acting City Manager  
Katie See, City Planner

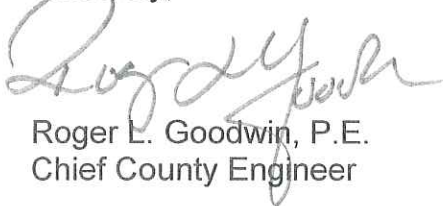
Re: Windmill Crossing Subdivision Stormwater Management

Dear Mayor Smith, Council Members and All,

At the Thursday, May 19, 2011, meeting of the Jefferson County Commission, I was directed to hand-deliver to each of you a copy of my April 28<sup>th</sup> letter that I sent to Katie See, City Planner, expressing my comments and concerns on the Windmill Crossing Subdivision's revised storm water management plan. The revised stormwater management plan is prepared by W.H. Gordon & Associates, Inc. for the proposed Tractor Supply Store site plan and the reconstruction of "Basin B". The letter is attached for your review.

If you have any questions, please feel free to contact me at 304-728-3257.

Sincerely,



Roger L. Goodwin, P.E.  
Chief County Engineer

attch.

C: ✓ Jefferson County Commission  
Tim Boyde, County Administrator

**JEFFERSON COUNTY, WEST VIRGINIA**

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

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

Email: [engineering@jeffersoncountywv.org](mailto:engineering@jeffersoncountywv.org)

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April 28, 2011

City of Charles Town  
101 East Washington Street  
Charles Town, WV 25414

COPY

Attn: Ms. Katie See, City Planner

Re: Windmill Crossing Subdivision – Revised Stormwater Management Plan  
(JCPC File No. 03-01)

Dear Ms. See:

This letter is in response to the Windmill Crossing Subdivision/Tractor Supply Store site plan and stormwater management report you sent to me on April 15<sup>th</sup>, for review and comment. I reviewed the plans and report for compliance with Jefferson County's stormwater management regulations, and for the information that we typically require to be shown on the plans and in the report. My comments are as follows:

**Site Plan**

Prepared by: William H. Gordon & Associates, Inc.  
Dated: April, 2011  
Sheets: 01 thru 19

The site plan shows two separate stormwater management systems: "SWM System 1" to serve the Tractor Supply store; and "SWM System 2" to serve the Windmill Crossing Subdivision (replaces the existing "Basin B").

1. Sheet 04 – "Existing Conditions & Demolition Plan"

This plan sheet depicts the demolition of the existing Stormwater Management Basin "B" and appurtenances. However, it does not indicate how the existing section of storm sewer (EX 5 to EX 6) on the west side of Marlowe Road, is to be abandoned or removed. It is at Ex 6 that a new section of storm sewer is to be connected (see sheet 8) and installed across Marlow Road to the new "SWM System 2".

2. Sheet 05 – “Preliminary Plat”

This plan sheet delineates the proposed stormwater management easement for “SWM System 2”. Typically, the central stormwater management facility is located on a separate common area/lot, which is deeded over to the entity that will ultimately be responsible for operating and maintaining it. However, in this case, the “Basin B” lot is now being merged into Lots 11A & 15; and the revised stormwater management facility is to be located in an easement on both Lot 11A (Tractor Supply lot) and Lot 15.

The stormwater management easement should be granted by the developer/owner prior to transfer of ownership of any lot, and a deed of easement recorded in the County Clerk’s office. The easement will need to provide for right of access to the owner (the question remains as to who will be responsible for maintaining this system?) of the stormwater management system, and the deed book and page number for the easement needs to be shown on the plans. Under Jefferson County’s review system, the plans would not receive final approval until the engineer/surveyor of record has recorded the deed of easement at the County Clerk’s office.

3. Sheet 12 – “Storm Sewer Details”

This plan sheet shows the construction detail for the “SWM Facility #2 Outfall”. The detail is somewhat confusing in that it appears to depict a plan view and an elevation view. If the bottom section is an elevation view of the upper plan view, then a section line should be drawn on the plan view, at the location of the section, and the elevation view given that section notation. If this is all one plan view, then I am confused as to what is to be built. Please clarify.

Need to give dimension to “internal weir” location in the plan view and the thickness of the exterior and internal weir walls. The types of materials are not specified. Also, does the weir wall require any steel reinforcing? The detail appears to be incomplete.

In addition, I cannot find the location of the “SWM Facility #2” detail on any of the site grading and layout plans. Same name should be used on the site grading or layout sheet with a reference note to see the detail on sheet 12.

4. The engineer-of-record is required to provide a construction cost estimate for all stormwater management facilities for “SWM System 2”, in accordance with Jefferson County’s bonding policy. The developer is

required to post the construction bond before beginning any construction. This requirement was pointed out in a letter (see attached copy) sent to the developer's attorney, Peter Chakmakian, dated August 16, 2010, regarding his request for a time extension of the Sheetz store's occupancy permit.

### **Stormwater Management Report**

1. Jefferson County's stormwater management regulations in effect at the time of development and approval of the Windmill Crossing Subdivision require the following:
  - a) Stormwater Management Facility – provide for quality control along with quantity control of the 2-year and 10-year storm events, and safe passage of the 100-year storm event through the control structure. Pre-development discharge rates shall be adjusted with Karst factors per the regulations, and the post-development discharge shall not exceed the Karst adjusted pre-development discharge rates.
  - b) Storm Sewer System and Culverts - designed to carry the 10-year storm event.

The "Windmill Crossing Basin B Revision" report prepared by William H. Gordon & Associates, Inc., indicates that the revised system is designed based on these design criteria.

2. Incomplete information in report, as follows:
  - a) There are no post-development runoff curve number and time-of-concentration calculations for drainage areas 1,2 and 3, in Appendix A. Please provide the calculations or explain why not included.
  - b) There are no post-development time-of-concentration calculations for drainage areas 5, 6 and 7, in Appendix A. Please provide calculations or explain why not included.
3. On page 4 of the report, under "Existing Drainage Area Summary", "Drainage Area 3 (Offsite)", it states:

*Although there is a significant amount of imperviousness within this drainage area, it is assumed that stormwater management was provided on-site to reduce the flow down to that as if it was pre-development meadow condition."*

I visited the site on April 28, 2011, and did not find any evidence of stormwater management for the two older commercial sites on the east side of the Sheetz store. Therefore, they cannot be modeled as “meadow” in the post-development condition. The post-development runoff model needs to reflect the impervious area on these sites.

4. Since there is an area at the townhouses that is uncontrolled (DA #10), then the controlled area’s discharge control structure is required to over-compensate for this; so that the sum of the two discharges for post-development conditions does not exceed the pre-development conditions. The report needs a discharge summary table for the 1, 2 10 and 100-year storm events that clearly shows that over-compensation is being provided. I suggest a table similar to the following example:

Overall Windmill Crossing Runoff to Study Points #1 & #2			
2-Year Storm Event			
	Study Point #1 (uncontrolled)	Study Point #2	Total
Pre-Development Peak Runoff			
Karst Adjustment Factor	0.33	0.33	
Karst Adj. Pre-Dev. Peak Runoff (the maximum allowable post-development run-off)			
Post-Development Peak Runoff			
Routed or Uncontrolled Post-Development Discharge			

5. I am not clear on how the Tractor Supply site factors into the total discharge from the overall part of this project. Is the post-development discharge from the Tractor Supply site included in the overall post-development vs. pre-development runoff summary? Please explain.
6. Provide information in the narrative of what type of on-going maintenance is required to properly maintain the storm water management facility and how access for this purpose is provided.
7. The original stormwater management plan was designed for a maximum of 70% impervious area on the commercial sites. If a commercial site stays under this percentage, then no additional stormwater management is required. The maximum 70% impervious area on commercial sites is a requirement of the Jefferson County Zoning Ordinance.

The redesign by William H. Gordon & Associates, Inc., provides for a maximum of 70% impervious area on the commercial lots no. 1 through 9 and the Sheetz store site on lot no. 10. The Sheetz store site is already at the 70% maximum limit. However, the redesign provides for a maximum of 90% impervious area on lot no. 11A (Tractor Supply store site) and lots no. 14 and no. 15. Since control is only being provided for the 1, 2 and 10-year storm events, this will result in an increase in runoff – compared to the original design - for any storm event greater than the 10-year storm event. Allowing the developer to increase the impervious area will exacerbate the downstream conveyance problem beyond that which already exists. Please address the issue of adequate downstream conveyance.

8. The developer submitted a redline revision to the preliminary plat, prepared by Resource International, LTD., that was approved on February 2, 2007, to provide additional on-site storm sewer system improvements and off-site downstream conveyance improvements. These improvements are still a requirement of the plans approved by Jefferson County. The report prepared by William H. Gordon & Associates, Inc. does not mention these improvements and whether or not they believe the downstream conveyance improvements are compatible with, and adequate for, the proposed system redesign. Please address this issue.
9. The revision to “Basin B” constitutes a redline revision to the Preliminary Plat plans approved by the Jefferson County Planning Commission and needs to be processed as such and bonded.
10. Jefferson County requires inspections and satisfactory as-built plans and certifications of the stormwater management facilities prior to release of the construction bond.

If you wish to discuss my comments and concerns, please feel free to contact me at 304-728-3257.

Sincerely,

Roger L. Goodwin, P.E.  
Chief County Engineer

Attch.

C: Jefferson County Commission  
Tim Boyde, County Administrator  
Rebecca Burns, Bonding Administrator

## NOTICE OF PUBLIC HEARING

### COUNTY COMMISSION OF JEFFERSON COUNTY

#### Policy Neutral Zoning Ordinance Amendments

The County Commission of Jefferson County will hold a Public Hearing on Thursday, June 9, 2011, at 7:00 p.m. in the County Commission meeting room located at the Old Charles Town Library Meeting Room on the ground floor, 200 East Washington Street, Charles Town, WV 25414.

The purpose of the hearing is for public input for the Draft Policy-Neutral Zoning Ordinance Amendments. There will be an overview of the amendments from 7:00 p.m. to 7:30 p.m. and the Public Hearing to receive public comment would begin at 7:30 p.m. The Commission will not take action on the proposed amendments during the public hearing. A decision will be made at a later date.

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

The Draft Policy Neutral Zoning Ordinance Amendments are available at the following website:

[http://www.jeffersoncountywv.org/uploads/forms/WORKING%20Zoning%20Ordinance%20Amendments%205-3-11%20\(2\).pdf](http://www.jeffersoncountywv.org/uploads/forms/WORKING%20Zoning%20Ordinance%20Amendments%205-3-11%20(2).pdf)

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

**NOTICE**

**COUNTY COMMISSION OF JEFFERSON COUNTY**

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

The County Commission of Jefferson County held a Public Hearing on Thursday, May 19, 2011 regarding the proposed 2011 Land Development Fee Schedule and Building Permit Fee changes.

The County Commission will accept public comment on the Proposed Land Development Fee Schedule and Building Permit changes until May 31, 2011.

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

<http://www.jeffersoncountywv.org/news/191/122/Public-Hearing-5-19-11-1-00-p-m.html>

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

# Reminder to County Officials & Staff :

**WE INVITE YOU TO JOIN US FOR ONE OF OUR "REGIONAL WRAP-UPS"**



**TUESDAY, JUNE 7<sup>TH</sup>**

**"ISSUES & EGGS"**

**THE GREENBRIER RESORT**

**WHITE SULPHUR SPRINGS, GREENBRIER COUNTY**

**9:00 A.M. - 11:00 A.M.**



**THURSDAY, JUNE 9<sup>TH</sup> \***

**"LUNCH & LEGISLATION"**

**RITCHIE COUNTY 911 CENTER**

**4317 LAMBERTON RD., PENNSBORO**

**11:00 A.M. - 1:00 P.M.**



**FRIDAY, JUNE 10<sup>TH</sup> \***

**"LUNCH & LEGISLATION"**

**UPSHUR COUNTY COMMISSION MEETING ROOM**

**38 W. MAIN ST, BUCKHANNON**

**12:00 NOON - 2:00 P.M.**



**WEDNESDAY, JUNE 15<sup>TH</sup> \***

**"LUNCH & LEGISLATION"**

**MORGAN COUNTY COMMISSION MEETING ROOM**

**77 FAIRFAX ST., BERKELEY SPRINGS**

**11:00 A.M. - 1:00 P.M.**

**\* THESE WRAP-UPS ARE ACCOMPANIED BY "COURTHOUSE CARE,"  
SUMMER SEMINARS CONDUCTED BY THE WV COURTHOUSE  
FACILITIES IMPROVEMENT AUTHORITY - COME FOR ONE OR BOTH!**

Please RSVP for Regional Wrap-Up so we will have enough food and chairs! Fax to 304-346-0592 or email [wvaco@wvaco.org](mailto:wvaco@wvaco.org) . (Registration for Courthouse Seminars is separate mailing).

Name \_\_\_\_\_ County / Title \_\_\_\_\_

Attending: \_\_\_\_\_ June 7<sup>th</sup> \_\_\_\_\_ June 9<sup>th</sup> \_\_\_\_\_ June 10<sup>th</sup> \_\_\_\_\_ June 15<sup>th</sup>

*Thank you! We look forward to seeing you!*

# Ethics Reporter

## Since the Last Reporter

Since the April edition of the **REPORTER**, 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.

At its May 5 meeting, the West Virginia Ethics Commission approved opinions relating to the permissibility of a public service district member participating in an investigation of a utility when he had participated in cases involving the utility before the Public Service Commission, and relating to the potential applicability of the Ethics Act to a legislative attorney should the attorney change their

employment status to become an independent contractor.

### ADVISORY OPINION REPORT

**Advisory Opinion 2011-04** concerned the permissibility of a legislative attorney changing employment status to become an independent contractor in order to avoid the applicability of certain provisions of the Ethics Act.

In this case, an attorney, who has worked for the Legislature on a per diem basis for the past five years, is seeking guidance from the Commission on whether the provisions enacted during the 2011 session restricting legislative employees from becoming lobbyists for one year after their service is applicable if the attorney shifts employment status to become an independent contractor prior to the effective date of the new law on July 1 of this year.

The Ethics Commission examined the provisions of 6B-3-2 prohibiting a range of public officials, including professional employees of the Legislature from registering as lobbyists for a period of one year following their employment or public service. The Commission analyzed other sections of the Ethics Act defining the status of certain public officials and the requirements applicable to these positions.

In its opinion, the Ethics Commission sharply criticized the legislative attorney for seeking to circumvent the statute just enacted this session to specifically limit the ability of staff and members to move immediately from public service into lobbying. The Commission also questioned whether the attorney's supervisors realized that a request of this type was being made in an affront to the Legislature's stated will.

However, the Commission ruled that the changing of the attorney's employment status to that of independent contractor was sufficient to remove the individual from the jurisdiction of the Ethics Act in this instance. But the Commission also forcefully stated that the individual could not simply proclaim independent contractor status without being in full compliance with the applicable rules of the Internal Revenue Service, so the possibility remains open to the Commission that the attorney may still be subject to the new restrictions on lobbying that become effective on July 1.

**Advisory Opinion**

**2011-06** concerned the permissibility of public service district board member participating in an investigation of a utility being conducted by the Public Service Commission when the member had previously participated in cases involving the utility while appearing in a private capacity before the PSC.

In this case, an individual who serves as a member of a Public Service District board has also served in a representative capacity as a private citizen appearing before the PSC to challenge a utility company's proposed rate increases. The individual was representing his homeowner's association.

Now, the PSC is initiating a general investigation into various matters concerning the utility, including issues that potentially affect the interests of the public service district, the PSD would like to become an intervenor in the investigation case. Given the board member's past intervention in rate cases, the question has arisen about the propriety of the board member being involved in the case.

The individual recused himself when the PSD board considered the intervention and the other board members voted in the affirmative to intervene.

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(j) outlining the circumstances when public officials may not vote on or participate in certain matters appearing before them, along with the procedures for the disclosure of potential conflicts and their resolution.

In its opinion, the Ethics Commission generally ruled that the PSD board member had no personal interests at stake in matters concerning the utility company any more than others in his similarly situated class of homeowners and rate payers. As such, the Commission determined that he was not in a conflict position and may freely participate in PSD matters involving the utility at the Public Service Commission.

However, in this specific case, the Commission is concerned that the PSD board member's interests may be affected as a result of the district's formal

intervention in the case against the utility. The board member had participated as a witness in previous cases and had been a public spokesman for the homeowner's association. So, the Commission expressed concern at the ability of the public to differentiate these roles of a public and a private figure and ruled that the PSD board member must recuse himself from any involvement in the case.

Should the board member desire to continue his personal participation in the case in connection with the homeowner's association, the Commission ruled that he could permissibly do so as long as he publicly recused himself from the matter as a PSD board member.

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

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

**BOARDS AND  
COMMISSIONS**

**2011-06:**  
Permissibility of a public service district board member participating in an investigation of a utility company when the member previously participated in cases before the Public Service Commission involving that utility in a private capacity (See **COUNTY GOVERNMENT** also)

**BOARDS OF  
EDUCATION**

NONE PUBLISHED

**COUNTY  
GOVERNMENT**

**2011-06:**  
Permissibility of a public service district board member participating in an investigation of a utility company when the member previously

participated in cases before the Public Service Commission involving that utility in a private capacity (See **BOARDS AND COMMISSIONS** also)

**LEGISLATURE**

**2011-04:**  
Permissibility of a legislative attorney becoming an independent contractor in order to avoid being subject to certain provisions of the Ethics Act

**MUNICIPAL  
GOVERNMENT**

NONE PUBLISHED

**STATE GOVERNMENT**

NONE PUBLISHED

**TRADE  
ASSOCIATIONS AND  
LOBBYISTS**

NONE PUBLISHED

**MISCELLANEOUS**

NONE PUBLISHED

May, 2011  
Page Four

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**WEST VIRGINIA ETHICS COMMISSION  
2011 ADVISORY OPINIONS  
INDEXED BY TOPICAL SECTOR  
(Includes opinions published through May 5, 2011)**

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**BOARDS AND COMMISSIONS**

**2011-06**

Permissibility of a public service district board member participating in an investigation of a utility company when the member previously participated in cases before the Public Service Commission involving that utility in a private capacity (See COUNTY GOVERNMENT also)

**BOARDS OF EDUCATION**

NONE PUBLISHED

**COUNTY GOVERNMENT**

**2011-06**

Permissibility of a public service district board member participating in an investigation of a utility company when the member previously participated in cases before the Public Service Commission involving that utility in a private capacity (See BOARDS AND COMMISSIONS also)

**LEGISLATURE**

**2011-04**

Permissibility of a legislative attorney becoming an independent contractor in order to avoid being subject to certain provisions of the Ethics Act

**MUNICIPAL GOVERNMENT**

NONE PUBLISHED

**STATE GOVERNMENT**

NONE PUBLISHED

**TRADE ASSOCIATIONS AND LOBBYISTS**

NONE PUBLISHED

Page Two

**MISCELLANEOUS**

NONE PUBLISHED

ADVISORY OPINION NO. 2011-04

Issued On May 5, 2011 By The

WEST VIRGINIA ETHICS COMMISSION

2011 MAY -6 AM 10:24

WEST VIRGINIA  
SECRETARY OF STATE

OPINION SOUGHT

A **Per Diem Legislative Attorney** asks whether the revolving door amendment to the Ethics Act applies to his position if he becomes an independent contractor prior to the legislation's effective date.

FACTS RELIED UPON BY THE COMMISSION

On March 18, 2011, the West Virginia State Legislature passed HB 2464, amending the West Virginia Governmental Ethics Act in various ways. The Ethics Act now prohibits certain public servants from registering as lobbyists during, and for one year following, the termination of their service or employment. The Requester asks about the application of this new provision to his situation.

The Requester has worked for the Legislature as a per diem employee during the legislative session for the past five years. He is considering converting his status to an independent contractor to avoid the newly enacted prohibition against lobbying. It does not appear that his duties and responsibilities will change in any way, only the characterization of his employment status with the Legislature. He asks whether the new amendment applies to him "if measures are taken to ensure he ... is working as an independent contractor... prior to the effective date of the legislation on July 1, 2011". In his request, he further states, "The 'revolving door' provision does not apply the one year prohibition ... to independent contractors. The legislature decided not to apply the revolving door provision to independent contractors."

The Requester states that it is unclear whether per diem legislative attorneys are employees or independent contractors. Further, Senate Resolution No. 15 authorizes the Senate "to appoint **employees** to receive the per diem compensation" during the legislative session and any extension thereof. (emphasis supplied)

According to the West Virginia State Senate Fiscal Office, the primary difference between per diem employees and per diem independent contractors is the method of payment. Employees receive a paycheck with the standard withholdings subtracted from their salary, and receive a Form W-2 at year's end. Independent contractors, however, receive the full amount of pay without undergoing any withholdings for taxes, social security, etc., and at year's end receive a Form 1099. Independent contractors are responsible for their own taxes.

As a result of the foregoing, the Requester proposes to convert his status to an independent contractor if, by doing so, he avoids the newly enacted prohibition against lobbying for one year following the termination of his public service/employment.

### **CODE PROVISIONS RELIED UPON BY THE COMMISSION**

The amendment to W. Va. Code § 6B-3-2 reads, in relevant part:

(e) The following public officers or employees may not, during or up to one year after the termination of their public employment or service, be allowed to register as lobbyists:

\*\*\*

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

W. Va. Code § 6B-1-3 contains relevant definitions, and reads:

(j) "Public employee" means any full-time or part-time employee of any state, county or municipal governmental body or any political subdivision thereof, including county school boards.

(k) "Public official" means any person who is elected or appointed to any state, county or municipal office or position and who is responsible for the making of policy or takes official action which is either ministerial or nonministerial, or both, with respect to: (1) Contracting for, or procurement of, goods or services; (2) administering or monitoring grants or subsidies; (3) planning or zoning; (4) inspecting, licensing, regulating or auditing any person; or (5) any other activity where the official action has an economic impact of greater than a de minimis nature on the interest or interests of any person.

W. Va. Code § 6B-2-5(a) identifies those public servants whose conduct is governed by the Ethics Act, and reads:

The provisions of this section apply to all elected and appointed public officials and public employees, whether full or part time, in state, county, municipal governments and their respective boards, agencies, departments and commissions and in any other regional or local governmental agency, including county school boards.

## ADVISORY OPINION

The amendment to the Ethics Act imposes a “revolving door” prohibition on certain legislative employees. The Ethics Commission has never held that the Ethics Act applies to independent contractors. Instead, in Advisory Opinion 96-27, the Commission held that a private engineering firm that had a contract with a public agency was not a public entity. Citing W. Va. Code § 6B-2-5(a), the Commission concluded that the private engineering firm’s staff was not subject to the Ethics Act. Thus, there is nothing in the Ethics Act nor the Ethics Commission’s precedential opinions that subjects independent contractors to the provisions of the Ethics Act.

Even so, the Commission is troubled that an employee of the very governing body that so recently enacted the revolving door amendment has chosen to seek a way to escape its application. The Commission frowns on such conduct, and questions whether the Requester’s employer is even aware of his intentions to circumvent the spirit and intent of the Ethics Act’s new prohibitions or agrees to the Requester’s proposed course of conduct.

The federal Internal Revenue Service (IRS) interprets the Internal Revenue Code. The IRS has the sole authority to determine whether an individual is an employee or an independent contractor for purposes of the federal tax code and related regulations.<sup>1</sup> The Ethics Commission lacks the authority to interpret federal tax law.

The Commission notes, however, that IRS regulations covering whether an individual is an employee or an independent contractor depends on various factors, including whether the employer has treated “any worker holding a substantially similar position” as an employee.<sup>2</sup> Further, contrary to popular opinion, attorneys are not automatically considered independent contractors, as a class of professionals. See, e.g., Donald G. Cave A Professional Law Corp. v. Commissioner, T.C. Memo 2011-48.<sup>3</sup> See also, Kovacevich v. Commissioner, T.C. Memo. 2003-161, *aff’d*. 177 Fed. Appx. 561 (9th Cir. 2006).<sup>4</sup> The Ethics Commission is not convinced that a mere change in payroll status is sufficient to satisfy the requirements of federal tax law as set forth in the Internal Revenue Code.<sup>5</sup> Nonetheless, the Ethics Commission defers to the IRS for the ultimate determination on the Requester’s employment status.

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<sup>1</sup> For example, the Workers’ Compensation Division and Unemployment Compensation Division also make legal determinations as to who is an employee or independent contractor for purposes of their statutes or regulations.

<sup>2</sup> See <http://www.irs.gov/businesses/small/article/0,,id=99921,00.html> for a discussion of the factors the IRS considers in determining whether an individual is an employee or an independent contractor.

<sup>3</sup> The Tax Court found that attorneys working with a law firm were employees of the firm for employment tax purposes, and that the firm was liable for employment taxes and penalties with respect to amounts paid to the attorneys for the periods in question. This decision was contrary to the law firm’s treatment of the attorneys as independent contractors.

<sup>4</sup> The Tax Court found that Kovacevich was an employee of his law firm, not an independent contractor.

<sup>5</sup> “For purposes of this chapter, the term “employee” includes an officer, employee, or elected official of the United States, a State, or any political subdivision thereof, or the District of Columbia, or any agency or instrumentality of any one or more of the foregoing....” Internal Revenue Code, Section 3401(c).

Thus, reading W. Va. Code § 6B-1-3 together with the amendment to W. Va. Code § 6B-3-2, the Commission hereby finds that a per diem legislative attorney who is an independent contractor is **not** a public employee as contemplated by the Ethics Act, including the newly enacted revolving door prohibitions. Thus, if, as of July 1, 2011, the Requester is no longer a legislative **employee**, as defined by the IRS, he may register as a lobbyist without violating the Ethics Act.

Still, the Legislature, not the Requester, must ultimately determine whether it may legally convert the Requester's employment status to independent contractor and, if so, whether it is willing to do so. The Ethics Act establishes the minimum standards for public servants. Agencies are permitted to impose stricter limitations than the code of conduct set forth in the Ethics Act.

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 employees unless and until it is amended or revoked, or the law is changed.

  
\_\_\_\_\_  
R. Kemp Morton, Chairperson

ADVISORY OPINION NO. 2011-06

2011 MAY -6 AM 10:24

Issued On May 5, 2011 By The

WEST VIRGINIA ETHICS COMMISSION

OFFICE OF THE  
SECRETARY OF STATE

OPINION SOUGHT

An Attorney for a County Public Service District (PSD) asks whether a PSD board member, who in his private capacity has participated in other rate cases related to a particular utility company, may participate in the PSD's deliberations and actions related to the PSD's role in the West Virginia Public Service Commission's investigation of that utility company.

FACTS RELIED UPON BY THE COMMISSION

This matter arises out of an on-going dispute between a private utility company ("Utility Company") and its approximately 2,100 customers. Over the past several years, the Utility Company has sought approval from the West Virginia Public Service Commission (PSC) for rate increases. The proposed rate increases have been controversial and opposed by numerous homeowner associations and citizens. The latest rate increase request remains pending before the PSC.

One of the homeowner associations opposing the rate increase is a subdivision consisting of approximately 180 homes. All of the homes in the subdivision are customers of the Utility Company. A board member of the county public service district ("Board Member") resides in the subdivision and is a member of the homeowners association ("HOA"). In addition, the Board Member is a member and officer of the HOA's board of directors.

During the past two rate increase cases, as well as an earlier certification of convenience and necessity, the HOA has intervened and actively opposed the Utility Company. In each of those matters, the HOA has designated the Board Member to be its spokesperson and representative before the PSC.<sup>1</sup> Additionally, according to PSC records, the Board Member has publicly testified and provided documentary evidence in opposition to the Utility Company. As part of his most recent testimony, the Board Member questioned the transparency of the Utility Company's finances and the allocation of costs.

<sup>1</sup> The Board Member was not on the PSD during the first rate increase request or during the certification of convenience and necessity matter. However, he was a member of the PSD during the latest rate matter which still remains pending. There is no evidence that the Board Member has identified himself as acting on behalf of the PSD at any time.

Recently, the PSC initiated a general investigation against the Utility Company. Aside from investigating matters related to the repeated rate increases, one of the purposes stated for initiating the general investigation was to "request information about future possibilities of private-public agreements."

The Requester's PSD currently maintains a private-public agreement with the Utility Company to provide services to a portion of the county. The Agreement does not cover the Board Member's subdivision or home. However, since one of the PSC's stated purposes is to request information related to private-public agreements, the Requester's PSD desired to intervene in the general investigation matter pending before the PSC.

When the issue to intervene came before the PSD, there was a question whether the Board Member should recuse himself in light of his participation in the related matters against the Utility Company. Out of an abundance of caution, the Board Member recused himself from the item and did not participate or vote. The two remaining board members voted for the PSD to intervene in the PSC general investigation.

Notwithstanding, the Requester asks whether the Board Member may participate in future matters relating to the general investigation in his capacity as a PSD board member.

In support of allowing participation, the Requester notes that the Board Member did not become a board member of the PSD until December 2009. The Requester further notes that the Board Member is one of many homeowners involved in the rate matter, and is similarly situated with more than five persons or homes. Finally, the Requester notes that the Board Member has participated in the other PSC matters in his private capacity as a member of the HOA. He has not represented or participated as a member of the PSD.<sup>2</sup> The Board Member is willing to recuse himself from participation in HOA matters relating to the general investigation.

#### **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(j) reads in relevant part:

---

<sup>2</sup> According to PSC records, the Requester's PSD did not intervene in any of the prior rate increases sought by the Utility Company.

(j) *Limitations on Voting.*

(1) Public officials . . . 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.

. . .

(II) A public official may vote:

(A) If the public official, his or her spouse, immediate family members or relatives or business with which they are associated are affected as a member of, and to no greater extent than any other member of a profession, occupation, class of persons or class of businesses. A class shall consist of not fewer than five similarly situated persons or businesses; or

. . .

(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.

**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. W.Va. Code § 6B-1-2(d).

Under the West Virginia Ethics Act, a public official may not vote on a matter in which they or an immediate family member have a financial interest. W.Va. Code § 6B-2-5(j)(1)(A). However, the Act provides an exception if the person is "affected as a member of, and to no greater extent than any other member of . . . class of persons or class of businesses." W.Va. Code § 6B-2-5(j)(II)(A). The Act further defines "class" as "not fewer than five similarly situated persons or businesses." *Id.*

Given the numerous customers of the Utility Company, as well as the number of homes in the HOA, there is no dispute that the Board Member will be affected as a member of, and no greater extent than, a class of individuals and homeowners.

Accordingly, under W.Va. Code § 6B-2-5(j), the Board Member would be allowed to vote and participate on matters relating to the Utility Company, even though he has a financial interest as a customer, so long as it is not specific to him or his family.

While the inquiry typically would end here, the Commission is troubled by the overall involvement of the Board Member in this matter, as well as the potential for private gain as a result of the PSD intervention in the proceeding.

Both prior to and during his term on the PSD, the Board Member has represented himself and fellow homeowners in opposing the Utility Company. The HOA and multiple other homeowner associations have jointly hired counsel to represent them in this matter. As a member of the HOA, the Board Member is responsible for paying his *pro rata* share of the legal fees.

Additionally, as the HOA spokesperson and representative who has publicly testified against the Utility Company, the Board Member has taken a larger than normal advocacy position against the Utility Company. While he has not been personally compensated, his advocacy effort has been paid for and directed by the HOA members and HOA board of directors, of which he is an officer.

In this new general investigation proceeding, there is an appearance that the Board Member could be using the PSD to bring suit in the District's name, with the District's attorney, and at public taxpayer's expense, instead of having to once again pay for an attorney to represent him and his fellow HOA members. If this were the case, then it could constitute use of public office for private gain.<sup>3</sup>

While the Commission is not making this specific finding against the Board Member, the Commission does believe that the Board Member's personal interests are too intertwined with the other legal proceedings to allow him to participate, deliberate, direct PSD counsel, and/or vote on the PSD intervention in the general investigation matter. Accordingly, the Commission hereby finds that the Board Member must recuse himself from any and all involvement with the PSD's intervention legal proceeding.

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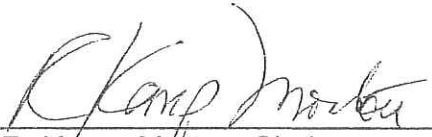
<sup>3</sup> There is nothing in the record before the Commission to suggest that this is the intent or purpose of the PSD intervention. Instead, the PSD appears to have a legitimate interest in its private-public agreement with the Utility Company. Hence, the PSD intervention has a rational basis separate and apart from the Board Member's personal and private interest. Further, the Board Member has expressed a willingness to recuse himself from the HOA matters relating to the general investigation if necessary.

Pursuant to W.Va. Code § 6B-2-5(j)(3), in order for recusal to be proper, it is necessary for the Board Member to excuse himself from participating in the discussion and decision-making process by physically removing himself from the room during the period, fully disclosing his interests, and recuse himself from discussing or voting on the issue.

Nothing in the Ethics Act prohibits the PSD from pursuing its intervention in the general investigation matter before the PSC and to protect its interest. The only restriction is that the Board Member must recuse himself. Similarly, the Board Member may continue to pursue his personal/ private intervention and interests against the Utility Company as a citizen, customer, homeowner, and/or officer of the HOA. He may not, however, act in his official capacity or use his title as a PSD Board Member while pursuing his private interests.

### Conclusion

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. Due to the unique nature of the question presented, this opinion is limited to the facts and circumstances stated herein, and may not be relied on as precedent.

  
R. Kemp Morton, Chairperson



## ADVISORY OPINION NO. 2011-06

Issued On May 5, 2011 By The

WEST VIRGINIA ETHICS COMMISSION

2011 MAY -6 AM 10: 24

OFFICE OF THE  
SECRETARY OF STATEOPINION SOUGHT

An **Attorney** for a **County Public Service District** (PSD) asks whether a PSD board member, who in his **private** capacity has participated in other rate cases related to a particular utility company, may participate in the PSD's deliberations and actions related to the PSD's role in the West Virginia Public Service Commission's investigation of that utility company.

FACTS RELIED UPON BY THE COMMISSION

This matter arises out of an on-going dispute between a private utility company ("Utility Company") and its approximately 2,100 customers. Over the past several years, the Utility Company has sought approval from the West Virginia Public Service Commission (PSC) for rate increases. The proposed rate increases have been controversial and opposed by numerous homeowner associations and citizens. The latest rate increase request remains pending before the PSC.

One of the homeowner associations opposing the rate increase is a subdivision consisting of approximately 180 homes. All of the homes in the subdivision are customers of the Utility Company. A board member of the county public service district ("Board Member") resides in the subdivision and is a member of the homeowners association ("HOA"). In addition, the Board Member is a member and officer of the HOA's board of directors.

During the past two rate increase cases, as well as an earlier certification of convenience and necessity, the HOA has intervened and actively opposed the Utility Company. In each of those matters, the HOA has designated the Board Member to be its spokesperson and representative before the PSC.<sup>1</sup> Additionally, according to PSC records, the Board Member has publicly testified and provided documentary evidence in opposition to the Utility Company. As part of his most recent testimony, the Board Member questioned the transparency of the Utility Company's finances and the allocation of costs.

---

<sup>1</sup> The Board Member was not on the PSD during the first rate increase request or during the certification of convenience and necessity matter. However, he was a member of the PSD during the latest rate matter which still remains pending. There is no evidence that the Board Member has identified himself as acting on behalf of the PSD at any time.

Recently, the PSC initiated a general investigation against the Utility Company. Aside from investigating matters related to the repeated rate increases, one of the purposes stated for initiating the general investigation was to "request information about future possibilities of private-public agreements."

The Requester's PSD currently maintains a private-public agreement with the Utility Company to provide services to a portion of the county. The Agreement does not cover the Board Member's subdivision or home. However, since one of the PSC's stated purposes is to request information related to private-public agreements, the Requester's PSD desired to intervene in the general investigation matter pending before the PSC.

When the issue to intervene came before the PSD, there was a question whether the Board Member should recuse himself in light of his participation in the related matters against the Utility Company. Out of an abundance of caution, the Board Member recused himself from the item and did not participate or vote. The two remaining board members voted for the PSD to intervene in the PSC general investigation.

Notwithstanding, the Requester asks whether the Board Member may participate in future matters relating to the general investigation in his capacity as a PSD board member.

In support of allowing participation, the Requester notes that the Board Member did not become a board member of the PSD until December 2009. The Requester further notes that the Board Member is one of many homeowners involved in the rate matter, and is similarly situated with more than five persons or homes. Finally, the Requester notes that the Board Member has participated in the other PSC matters in his private capacity as a member of the HOA. He has not represented or participated as a member of the PSD.<sup>2</sup> The Board Member is willing to recuse himself from participation in HOA matters relating to the general investigation.

#### **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(j) reads in relevant part:

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<sup>2</sup> According to PSC records, the Requester's PSD did not intervene in any of the prior rate increases sought by the Utility Company.

(j) *Limitations on Voting.*

(1) Public officials . . . 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.

. . .

(II) A public official may vote:

(A) If the public official, his or her spouse, immediate family members or relatives or business with which they are associated are affected as a member of, and to no greater extent than any other member of a profession, occupation, class of persons or class of businesses. A class shall consist of not fewer than five similarly situated persons or businesses; or

. . .

(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.

**ADVISORY OPINION**

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Accordingly, under W.Va. Code § 6B-2-5(j), the Board Member would be allowed to vote and participate on matters relating to the Utility Company, even though he has a financial interest as a customer, so long as it is not specific to him or his family.

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<sup>3</sup> There is nothing in the record before the Commission to suggest that this is the intent or purpose of the PSD intervention. Instead, the PSD appears to have a legitimate interest in its private-public agreement with the Utility Company. Hence, the PSD intervention has a rational basis separate and apart from the Board Member's personal and private interest. Further, the Board Member has expressed a willingness to recuse himself from the HOA matters relating to the general investigation if necessary.

Pursuant to W.Va. Code § 6B-2-5(j)(3), in order for recusal to be proper, it is necessary for the Board Member to excuse himself from participating in the discussion and decision-making process by physically removing himself from the room during the period, fully disclosing his interests, and recuse himself from discussing or voting on the issue.

Nothing in the Ethics Act prohibits the PSD from pursuing its intervention in the general investigation matter before the PSC and to protect its interest. The only restriction is that the Board Member must recuse himself. Similarly, the Board Member may continue to pursue his personal/ private intervention and interests against the Utility Company as a citizen, customer, homeowner, and/or officer of the HOA. He may not, however, act in his official capacity or use his title as a PSD Board Member while pursuing his private interests.

### **Conclusion**

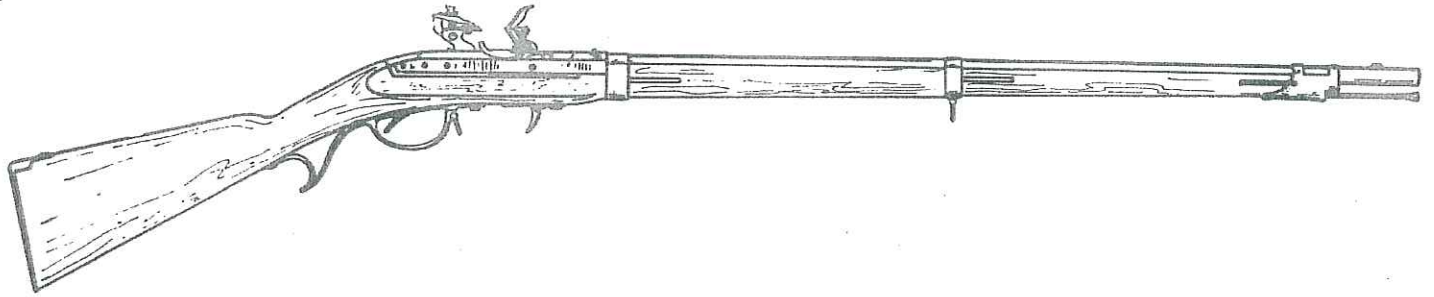
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R. Kemp Morton, Chairperson





# Community Bulletin



## John Hall: A Greater Degree of Perfection

Born in 1781, John H. Hall descended from Yankee stock and grew up around Portland, Maine. He joined the militia at age twenty-two and developed an interest in firearms and technology that would last his entire life. Around 1808 he opened a woodworking business in Portland where he worked as a cooper, cabinetmaker and boatbuilder. In 1811 he designed a breechloading rifle which his attempt to patent were denied due to a conflicting claim. Hall eventually agreed to a joint patent.

Hall invested his personal savings and that of his mother to manufacture and market his rifles. In order to proceed he needed credit and sought a government contract. In 1819 he signed a contract with the War Department to produce 1,000 breechloading rifles. Under the terms of the contract Hall came to Harpers Ferry, where he occupied an old Armory sawmill along the Shenandoah River. The site soon became known as Hall's Rifle Works, and

the small island on which it stood was called Lower Hall Island. Hall spent several years tooling new workshops and perfecting precision machinery for producing rifles with interchangeable parts – a boldly ambitious goal for an industry which was traditionally based on the manual labor of skilled craftsmen.

During his two decades at Harpers Ferry, Hall developed and constructed drop-hammers, stock-making machines, balanced pulleys, drilling machines, and special machines for straight-cutting, lever-cutting, and curve-cutting. Hall's straight-cutting machine was the forerunner of today's versatile milling machine, and a critical tool used in the fabrication of precision metal firearm components.

Hall's success at Harpers Ferry was attested to by Colonel George Talcott of the Ordnance Department, who wrote in 1832 that Hall's "manufactory has

been carried to a greater degree of perfection, as regards the quality of work and uniformity of parts than is to be found anywhere – almost everything is performed by machinery, leaving very little dependent on manual labor."

From 1820-1840, John H. Hall devoted his uncompromising attention to the "uniformity principle" of interchangeable manufacture, laying a solid foundation for America's developing factory system at Harpers Ferry.

Eli Whitney and Simeon North attempted to devise a manner of production that would allow complete interchangeability on a mass scale, acceptable to government needs and contracts, only John Hall met and exceeded the needs and expectations set forth by way of a fully mechanized process; as a result the American military system and the industrial process were forever changed.

## New Museum Acquisition

Recently, a circa 1864 MacNutt Melodeon Reed Organ was donated to the Park by Mr. and Mrs. Phillip Province. This beautiful instrument will be used during special musical programs and displayed in period exhibits.

John Brown gave his daughter a similar melodeon, which was played at his funeral- an interesting fact that adds to the interpretive value of our instrument.

Mr. and Mrs. Province (right) with musicians Richard Greene (seated), Greg Adams and Maggie Corfield-Adams.

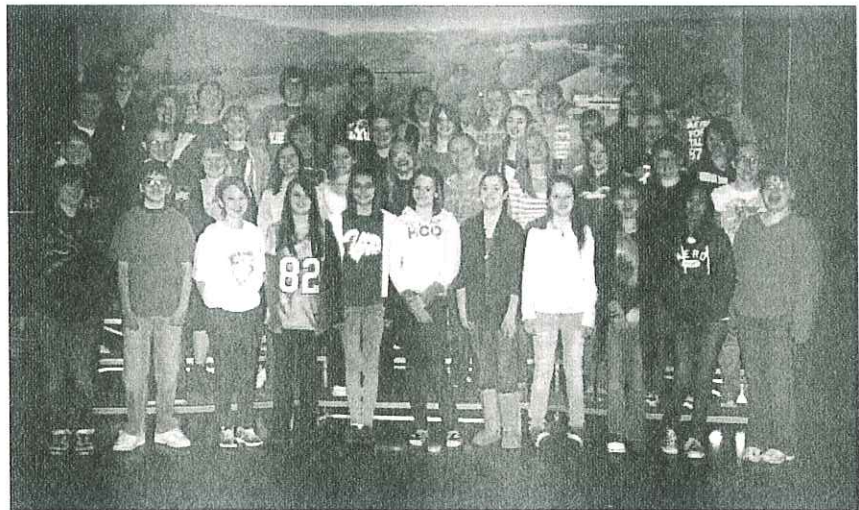


# May Volunteers of the Month

Please join Harpers Ferry National Historical Park in honoring Harpers Ferry Middle School Students as Volunteers of the Month for May 2011.


Harpers Ferry Middle School (HFMS) partners with Harpers Ferry National Historical Park on several service-learning and educational projects each school year. One of these projects has allowed students to create short historical videos (vodcasts) from the students' point of view. Since 2009 teachers, together with over 175 sixth through eighth grade students, have participated in this innovative school/park volunteer program. This school year alone 59 students contributed nearly 1500 hours during the production of their vodcasts.

The collaborative work of the students started back in October when the entire student body of HFMS hiked to Lower Town Harpers Ferry and spent a day learning about how war came to the area in 1861. From there students were asked to participate in



the service-learning project, brainstorming topics for the videos and selecting roles they would like to have in the film-making process. Teams were led by student-directors with park staff assistance. Each team researched historical documents, wrote screenplays and storyboards, made and fitted costumes, filmed in the historic setting, created and selected music, and edited film footage. The final projects were revealed on April 14, 2011.

The students' time would not have been possible without great collaboration from Principal Joseph Spurgas and the teachers of Harpers Ferry Middle School. Their guidance and support allowed students to make their own history by teaching other students throughout the world about this special place where they live and learn. All of these students are truly inspirational contributors and superb additions to the park's diverse volunteer program.



National Park Service  
U.S. Department of the Interior

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

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

Visitor Center  
304-535-6029

Harpers Ferry Historical Association Bookshop  
304-525-6881

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

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

## Upcoming Events

**June 4 - "National Trails Day"**

**Time:** 11:00 AM - 4:00 PM

**Location:** Lower Town

Special displays and guided hikes to breathtaking overlooks. Bee Hive Oven baking demo.

**June 11 - "How Does Your Garden Grow?"**

**Time:** 11:00 AM - 4:00 PM

**Location:** Lower Town: Paymaster Garden

Spring planting at the 1810 Armory Paymaster's Garden with Historic Master Gardener Carol Anderson.

**June 25 - 10th Annual Don Redman Heritage Concert & Awards**

**Time:** 6:00 PM **Location:** Camp Hill  
The event and concert commemorate the internationally acclaimed and influential 1920 graduate of Storer College, Don Redman featuring Dr. Larry Ridley, Larry Willis, and the Howard

Burns Quartet.

**June 25-26 - "Under Fire: The Battle of Harpers Ferry"**

**Time:** 11:00 AM - 4:00 PM

**Location:** Bolivar Heights Battlefield  
Artillery firing demonstrations at 1,2,3 p.m

**July 2 - "Wonders of the Modern World 1860:**

**Celebrating the Glorious Fourth"**

**Time:** 11:00 AM - 4:00 PM

**Location:** Lower Town  
Wonder at the innovations brewing at our Federal Armory and beyond. Special programs @ 1,2,3 and 4 p.m.

**July 3 - "Ices and Creamed Ice"**

**Time:** 11:00 AM - 4:00 PM

**Location:** Lower Town  
Join Confections & Foodways Expert Carol Anderson to discover 1860 summer-time cold treats.

SUPREME COURT OF APPEALS

STATE OF WEST VIRGINIA

STEVEN D. CANTERBURY  
ADMINISTRATIVE DIRECTOR



ADMINISTRATIVE OFFICE  
BUILDING 1, ROOM E-100  
1900 KANAWHA BOULEVARD, E.  
CHARLESTON, WV 25305-0832  
(VOICE) 304/558-0145  
(TTY) 304/558-4219  
(FAX) 304/558-1212  
[www.state.wv.us/wvsca/](http://www.state.wv.us/wvsca/)

May 16, 2011

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

Dear Commissioner Noland:

I am pleased to inform you that the Court Security Board has approved a Court Security Fund Grant to the Jefferson County Commission in the amount of \$13,000. for the purpose of enhancing the county's court security.

The West Virginia Division of Justice and Community Services, the administrative agency for the Court Security Fund Grant Program, will be in contact with the Project Director concerning grant administration.

We share a common goal of protecting our citizens and communities against the threat of crime and violence. Your participation in this project is a positive step towards achieving that goal.

Please contact me if I can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven D. Canterbury".

Steven D. Canterbury  
Chairperson  
West Virginia Court Security Board

SDC:ADD/aw

c: Lieutenant Thomas Hansen

**RECEIVED**

MAY 25 2011

Jefferson County Commission

# ● VALLEY VIEWS

Potomac  
Valley  
Audubon  
Society

Volume 29, Issue 9

June 2011

## Local Nursery Makes Donation to PVAS

PVAS has received a donation of \$238.20 from the Winston Gardens Native Plant Nursery in Martinsburg to support its summer camp scholarship program.

The funds represent 15 percent of the proceeds from the Nursery's annual spring Open House, which was held April 30-May 1.

The owners, Virginia Provenzano Winston and her husband Eldon, earlier this year very kindly pledged to make such a donation. PVAS appreciates their generosity.

The nursery is located in northeastern Berkeley County, at 1121 Hollida Lane, one mile off Swan Pond Road.

It specializes in trees and shrubs that are native to this region.

For directions and a full list of the plants available, go to the Nursery's website at [www.winstongardens.com](http://www.winstongardens.com). Or call the Winsons at 304-267-6924.

## Camp Registration Still Open

Some spaces are still available for our Audubon Discovery Camp, so please encourage your family and friends to register! Some spaces have opened up in camps that were originally full, so camps that were booked earlier may now have space. You can check the online registration system from our website for up-to-the-minute availability!

For example, a few spaces are now available for camps at Yankauer including *Camp Survivor* and *4 Legs, 6 Legs, More Legs, No Legs*. Also at Yankauer, and new this summer, a twilight session will be offered called *The Deep, DARK Woods* that will give campers a chance to be at Yankauer in the cooler evenings, from 5-10 p.m. This three-evening session will feature activities that you just can't do during the day including night hikes, an owl prowling, twilight games, stargazing (weather permitting), and experiencing the woods as night falls. (And parents can enjoy three quiet evenings at home or out on the town!)

Other sessions that have space include *Ways of the Bay* that includes an overnight on the banks of the Chesapeake Bay and a boat trip where kids catch crabs, oysters, fish, and other Bay creatures. *Camper vs. Wild* also has spaces available and will include canoeing

on the Potomac, and hiking at various sites around the Panhandle.

All camp registrations are online, and you can see which sessions still have availability. Enter the system at [www.potomacaudubon.org](http://www.potomacaudubon.org).

## Camp Scholarships Awarded

PVAS had about \$3,000 to award in scholarships this year thanks to the proceeds of PVAS' Annual Bird Seed Sale, personal donations, a donation from Berkeley Community Pride for Berkeley County youth, and a donation from Winston Gardens from a portion of proceeds of their native plant sale.

Scholarships were awarded to Madison Hinkle and Katerina Rushisky to attend Oglebay's Junior Nature Camp near Wheeling, West Virginia and Elizabeth Coggins will attend Mountain Institute's Mountain Adventures Camp with scholarship funds. In addition, 18 youth have been awarded camp scholarships for Audubon Discovery Camp, ranging from \$50 to \$140.

Congratulations to all scholarship recipients, and we thank all of our members and friends who purchased birdseed and otherwise contributed to the scholarship fund.

## Annual Meeting to be Held June 11

This year's PVAS annual meeting will be held the evening of Saturday, June 11, at the Yankauer Nature Preserve.

The evening will begin at 6:30 p.m. with a potluck supper.

Afterwards, we will recognize outstanding PVAS volunteers and the annual meeting will be called to order for the election of new directors.

Peter Smith has agreed to continue in the office of president for the third and final year of an extended term as permitted under our bylaws. Peter's dedication and generosity of time and effort has been a hallmark of his service as president and is greatly appreciated as he helps prepare the new slate of officers to take over the reins.

The board candidates for the coming year are:

**Office of Vice President: Robert Reynolds**

*Bob Reynolds earned his master's degree from the University of California, Berkeley, and retired in 2006 after a career in*

*See Annual Meeting, Page 2*

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

# President's Perch

Hello everyone:

Elsewhere in this newsletter you'll note that we've recently been informed that a total of 25 families and individuals donated to PVAS last fall and winter through United Way and the Combined Federal Campaign.

After United Way and CFC deduct their administrative expenses, PVAS will receive a total of \$7,197 from these donations. This represents a big increase over our United Way and CFC donations from the previous year, and works out to an average of \$287.88 per donor.

Some of these families and individuals also donated directly to PVAS's own annual fundraising appeal, but most of them did not.

So when these United Way and CFC donations are added to the \$31,596 that was given directly to PVAS's own 2010 fundraising appeal, it means a total of 199 different families and individuals gave a total of \$38,792 to PVAS last fall and winter.

Both the number of donors and the total amount donated are new records, and we're grateful to all of you who gave, no matter how you chose to do it!

PVAS is doing a lot of good things in the community—providing a wide variety of programs and activities that no one else is providing.

Your support is critical to sustaining this programming and we appreciate that support very much.

—Peter Smith

## Annual Meeting (continued from page 1)

*Public Health specializing in community alcohol problems both in the United States and internationally. In 2003 Bob and Linda purchased riverfront property in Shepherdstown, and signed a conservation easement with the Potomac Conservancy to permanently protect the property. Since moving to Shepherdstown on a full-time basis in 2005 Bob has served as a Jefferson County Planning Commissioner and on the Board of the Shepherdstown Men's Club, and is currently serving on the Board of the Friends of the Shepherdstown Riverfront. Bob is a long term member of several national advocacy organizations, and a Life Member of the Sierra Club. Today Bob favors a pop-up trailer when camping, is an active kayaker, and cherishes the log book he wrote as a Junior Audubon Society member in the fourth grade.*

## Member-at-large: Heather McSharry

*Heather McSharry has been fascinated with the natural world since she was a little girl growing up in Salt Lake City, Utah, where her father took her hiking and camping and taught her to identify birds. She went to college at Utah State University, graduating first in her class in the Wildlife Management program there. After graduate studies in Zoology, she took a job as an Endangered Species Biologist with the U.S. Fish and Wildlife Service. During her 15 years with USFWS, Heather*

*worked in several parts of the country and specialized in work on large ecosystem restoration projects, including Hawaiian rain forests, the Everglades and the Missouri River.*

*Heather and husband Jay arrived in Shepherdstown two years ago, and she took the opportunity to go back to college—something she had always wanted to do. She is now about half way through a double major in History and Historic Preservation and is really enjoying being a student again. Her favorite pastimes include gardening, cooking, running and birding.*

All PVAS members are invited to attend, and children will be welcome.

For the potluck supper, please bring a dish to share. Those whose last names begin with the letters A-H are asked to bring vegetables or fruit; I-L, a dessert; M-R, a protein dish; and S-Z, a starch dish. All are asked to bring their own dishes, flatware, and the like, so we can be environmentally conscientious. PVAS will provide water and lemonade.

For more information, contact Kristin Alexander at 304-676-3397 or [pvasmail@aol.com](mailto:pvasmail@aol.com).

## United Way, CFC Donations Are Up!

United Way of the Eastern Panhandle has recently informed us that we're slated to receive \$7,197 from donations designated for PVAS during the 2010 United Way and Combined Federal Campaign fundraising appeals.

This figure represents an increase of \$1,379, or 24%, over the funds we received from the previous year's United Way and CFC appeals.

In all, 22 families and individuals donated to PVAS through the CFC and another three donated through United Way.

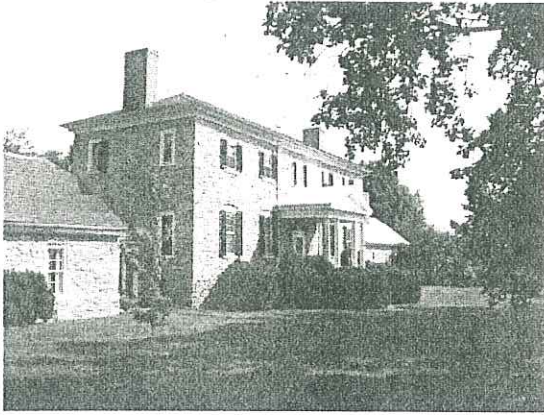
These donors were as follows:

Susan Abbott-Jamieson, Shenandoah Junction  
 Duane Alexander, Ellicott City, MD  
 Jeremy Becker-Welts, Charles Town  
 Shelly Blanchard, Martinsburg  
 Joette Borzik, Shenandoah Junction  
 John S. Bresland, Shepherdstown  
 Glenn Gravatt, Harpers Ferry  
 Richard Green, Alexandria, VA  
 Constance Hetzel, Shenandoah Junction  
 Paul Hiniker, McLean, VA  
 Rob and Mary Logan Hoxton IV  
 Georgia Jeppesen, Martinsburg  
 David Moats, Falling Waters  
 Mark Muse, Shepherdstown  
 Frank Muth, Inwood  
 Jean Neely, Shepherdstown  
 Laura Palmer, Washington DC  
 Donna Phillips, Inwood  
 David Pennock, Shepherdstown  
 Anne Roy, Boonsboro  
 Philip Sibrell, Charles Town  
 Aileen Smith, Arlington, VA  
 Peter and Vicki Smith, Shepherdstown  
 William Stem, Dumfries, VA  
 Bruce Thomas, Shepherdstown

## Tickets Still Available for June 4 Reception

Here's a reminder that Walter Washington has very graciously agreed to host a fundraising reception at Harewood, the historic Washington family home just east of Charles Town, on Saturday, June 5.

The event is open to PVAS members and friends, and all proceeds will be used to support our education programs for local children.



The reception will be held rain or shine from 4:00-7:00 p.m. If weather permits it will be held mostly outside, on the lawn.

The first floor of the house will be open for viewing, and there will also be guided nature walks of the property.

Food and beverages will be served, and musical entertainment will provide background.

Dress will be casual.

Tickets to the event will be required, and space will be limited.

Basic tickets are \$45 per person. Those who pay \$150 for two people will be recognized as Donors, those who pay \$250 for two will be recognized as Patrons, and those who pay \$500 or more for two will be recognized as Supporters.

Ticket costs will be tax deductible.

If you have not yet received an invitation and would like one, please call 304-676-3397 or e-mail [pvasmail@aol.com](mailto:pvasmail@aol.com) and provide your name, address, and phone number.

## Look for PVAS Displays at Local Fairs, Festivals

If you're attending the Shepherdstown Street Fest and/or the Morgan County Fair this summer, stop by PVAS' displays at these events and say hello.

Back after a year's hiatus, the Shepherdstown Street Fest will be held from 10 a.m. to 9 p.m. Saturday, June 25, in downtown Shepherdstown.

The Morgan County Fair will be held from 10 a.m. to 6 p.m., Saturday, July 30, and noon to 5 p.m., Sunday, July 31, at the Berkeley Springs High School.

### Program Suggestions

PVAS is currently planning the 2011-12 PVAS programs/lectures. If you have ideas or suggestions of topics or speakers, contact Kristin Alexander at 304-676-3397 or [PVASmail@aol.com](mailto:PVASmail@aol.com). We'd love to have your input!

## School Programs Grow in 2010-11

As the school year wraps up, it appears that our program numbers are significantly higher than last year thanks to new marketing efforts and grant funding.

Last year saw a significant decrease in school programs due to bus transportation restrictions and budget cuts. Because of these new challenges, PVAS looked for additional grant funds to supplement program fees, and renewed its efforts to offer programs at the schools using schoolyards as the classrooms rather than having to transport students to the Yankauer Preserve. Thanks to grants from Ecolab and the City of Ranson, several classrooms were able to participate in programs that would not have otherwise participated. In addition, Two Rivers Giving Circle funded a pilot program that allowed PVAS to develop and pilot test a new second grade program at the schools free of charge.

Thanks to these changes, and additional marketing, our program numbers have increased from 220 students receiving PVAS school programs in 2009-2010 to 827 receiving programs in the schools and 337 at Yankauer during the current school year. As we look ahead to next year, we will continue to seek grant funds to continue expanding these in-school programs as well as classroom sponsorships to ensure that our programs are accessible to all students within our service area.

The watershed program has served almost the exact same number of students this year as last, which was a record-breaking year. This year's watershed program was supported by the West Virginia Division of Environmental Protection which offset some of the program costs, especially for the new high school version of the program.

## Two More Master Naturalist Workshops Coming Up

PVAS's Potomac Valley Naturalist Program is offering two more Master Naturalist Workshops this year, one in August and another in September.

The specific dates, topics, and locations are as follows:

**August 20: "Monarch Watch."** 1-4 p.m. at Cool Spring Farm, Charles Town. Participants will learn about the life cycle and habits of the Monarch Butterfly and other native butterflies. Session will include hands-on field activity to search for butterfly host plants, butterfly eggs, larvae, and adults.

**September 24: "Fall Wildflowers."** 9 a.m.-noon. at the National Conservation Training Center, Shepherdstown. This workshop will include a short classroom session to introduce and explore the phenology of autumn and its natural changes, then focus on exploring and identifying common wildflowers and plants around the NCTC campus.

The workshops count as elective courses for individuals enrolled in the Master Naturalist Program. However, each session is also open on a space-available basis to members of the general public who are interested in learning more about certain topics but do not want to commit to a full course of Master Naturalist instruction.

Enrollment for each workshop will be limited to 20 persons.

The cost of attendance for each workshop will be \$10 for Master Naturalist Program members and trainees and \$15 for PVAS members or members of the public.

Application forms and full details are available on the PVAS website at [www.potomacaudubon.org](http://www.potomacaudubon.org).

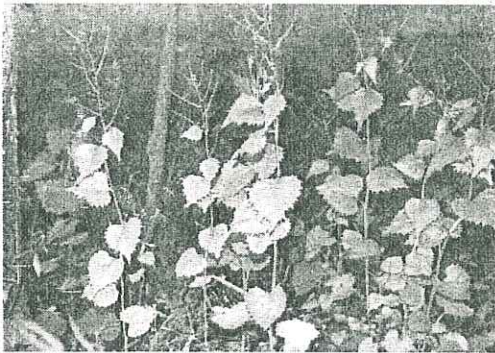
In all, a total of six workshops on a variety of topics are being offered during 2011.

For more information contact Wanda Miller at 304-263-7320 at [PVMN54@gmail.com](mailto:PVMN54@gmail.com) or Ellen Murphy at 304-676-8739 or [pvasprograms@comcast.net](mailto:pvasprograms@comcast.net).

## Sixty-eight Pounds of Garlic Mustard Removed!

On May 7, nine volunteers joined forces at the Yankauer Nature Preserve to participate in the "WV Garlic Mustard Challenge."

This was part of a cooperative effort sponsored by the Monongahela National Forest, the Potomac Highlands Cooperative Weed and Pest Management Area, and the Appalachian Forest Heritage Area. This was the third year of the Garlic Mustard Challenge, but the first year PVAS has officially participated. The goal for West Virginia for 2011 is to remove 20,000 pounds of garlic mustard!



*garlic mustard after bloom—as it appears in late May and June*

If you'd like to contribute to this garlic mustard removal goal, you can pull garlic mustard on your own property as well. Simply bag it up, weigh it, and report your progress at [www.stewardship-network.org](http://www.stewardship-network.org).

Garlic mustard is one of West Virginia's most invasive plant species. It out competes native plants by hogging all the light, moisture, nutrients, soil and space. Garlic mustard also deprives wildlife of food sources that are instrumental to their survival.

## Berkeley Springs Fall Birding Festival Set for September 16-18

Planning is underway now for the Fourth Annual Berkeley Springs Fall Birding Festival, which will be held in and around Berkeley Springs the weekend of September 16-18.

PVAS will once again be the lead sponsor of the festival. Local community sponsors will include the Nature Niche.

Full details will be announced in the September issue of *Valley Views*. In the meantime, keep an eye on the PVAS website for updates.

## Five Birding Trips Set for June

PVAS is sponsoring five birding trips for the month of June. All trips will be free, no pre-registration is required, and anyone with an interest is welcome to come along.

Participants for all the trips except the June 18 trip should plan to meet at 7 a.m. in the parking lot in front of the Martin's Supermarket in the Jefferson Crossroads shopping Center off Route 340 in Charles Town.

Everyone should plan to wear comfortable walking or hiking boots; bring along bug spray to ward off ticks, mosquitoes and gnats; and bring water and, as necessary, a hat, sunscreen or rain gear. Binoculars will be available for those who do not own any.

This time of year there are many birds in the area, and all the trips should offer many opportunities to see warblers, vireos, orioles, and flycatchers, as well as year-round birds.

This is also the breeding season for many bird species and data gathered from all the trips except the June 18 trip will be used for the West Virginia Breeding Bird Atlas program.

Various details of each trip could change depending on weather and recent bird sightings.

Each trip will be led by Sandy Sagalkin, of Sharpsburg, Maryland, who coordinates PVAS's birding activities. For more information, contact him at [monsansagalkin@myactv.net](mailto:monsansagalkin@myactv.net) or 240-291-6465. In case of inclement weather for any individual trip, contact him to see if the trip is still on.

Here's the schedule:

### Wednesday, June 1: Shannondale Springs Wildlife

**Management Area by Shannondale.** This 1,361-acre property is managed by the West Virginia Division of Natural Resources; it includes a mixture of forest, brush land and open fields covering rolling hills. The trip will involve walking about two miles over mostly level ground, although some hilly, uneven terrain will be encountered.

### Wednesday, June 8: Altona Marsh west of Charles Town.

This seventy-acre marl wetland is one of the few such wetlands left in the area. It provides habitat for a variety of bird species and the terrain offers easy viewing. This trip will also involve about two miles of level walking, but some of the route will be along a railroad track.

### Saturday, June 11: Cool Spring Farm in southern Jefferson

**County.** The Farm's 80+ acres contain habitats ranging from open fields to former orchard plots, as well as marshland along Bullsken Run. This trip's two-mile walk will include some rolling hills.

### Saturday, June 18: National Conservation Training Center

**just north of Shepherdstown.** NCTC's campus comprises 538-acres and includes both fields and forest. The trip route will cover about two miles of mostly level ground. Meet at 8 a.m. at the visitor's parking lot in front of the Main Building. Because the Center is a federal facility, pre-registration is required so PVAS can provide a list of all participants in advance. To pre-register, contact Sandy Sagalkin by Monday, June 13.

**June 21: Various Shenandoah River sites in Jefferson County.** This trip will focus on different habitats than the others and will offer good opportunities to see Great Blue Herons, Great Egrets, Bald Eagles, Baltimore and Orchard Orioles and several warbler species. It will mostly involve driving from place to place by car, with not much walking.

## Join PVAS for June 10 Orr's Orchards Tour

PVAS is sponsoring a guided tour of Orr's Farm Orchards in Berkeley County on Friday, June 10.

This 1,000-acre farm has been owned and operated by three generations of the Orr family since 1954.

Its orchards currently produce around 10 varieties of peaches and over 20 varieties of apples, as well as nectarines, plums and pears.

Over the years the family has diversified into specialty crops, a pick-your-own operation, a retail farm market, and agritourism events and activities.

Since 2007 they have also been developing a Buffalo herd.

The family-friendly tour will last about 1.5 hours and include an overview of the farm's operations, a haywagon ride through the orchards, and an opportunity to pick fresh strawberries afterwards.

Participants should dress appropriately for these activities.

To join the tour, meet the tour group at 8:30 a.m. at the farm's market building on Orr Drive, just west of Martinsburg, off Arden Nollville Road (Co. Route 30), 2.3 miles south of Tuscarora Pike.

Anyone with an interest is welcome to participate. A fee of \$4 per adult and \$2 per child will be collected at the site and pre-registration will be required.

To pre-register contact Kelly Heldreth at [kheldreth@hotmail.com](mailto:kheldreth@hotmail.com) or 304-229-6229 or 540-931-5945.

For more information about the farm go to its website at [www.orrsmarket.com](http://www.orrsmarket.com).

This trip will be cancelled in the event of rain.

## Looking Ahead To July and August

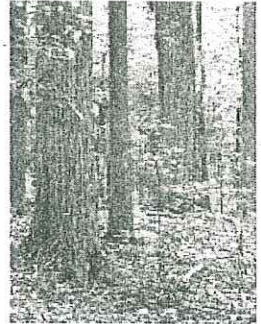
PVAS will continue to organize field trips and other activities throughout the summer. Since *Valley Views* won't be published in July or August, watch our website, your local papers, and your email for details. If you're not on our email list but would like to be, just send us a note at [pvasmail@aol.com](mailto:pvasmail@aol.com) and give us your name and email address.

For all our outdoor trips this time of year, everyone should plan to wear comfortable walking or hiking boots; bring along bug spray to ward off ticks, mosquitoes and gnats; and bring water and, as necessary, a hat, sunscreen or rain gear. Binoculars will be available on our birding trips for those who do not own any.

Following is information about the trips organized so far for July:

**July 2: Birding trip to Shannondale Springs Wildlife Management Area.** Meet at 7:00 a.m. in the parking lot in front of the Martin's Supermarket in the Jefferson Crossroads shopping Center off Route 340 in Charles Town. Good opportunity to see warblers, vireos, orioles, and flycatchers, as well as year-round birds. Will involve walking about two miles over mostly level ground, although some hilly, uneven terrain will be encountered. Free and open to the public. For more info contact trip leader Sandy Sagalkin at [monsansagalkin@mvactv.net](mailto:monsansagalkin@mvactv.net) or 240-291-6465.

**July 10: "Big Woods" Walk at James Madison's Montpelier, near Orange, Virginia.** Begins at 2 p.m. at the Montpelier Visitor Center. Join a Montpelier docent for a guided walk through this historic estate's 200-acre National Landmark Forest, which is considered one of the best examples in the Piedmont of old-growth deciduous forest. An admission fee must be paid at the gate to enter the estate but this includes a guided tour of James Madison's home and full access to all the other sites and exhibits on the property. Fees are



as follows: adults, \$16.00; children under 6, no charge; children 6-14, \$8.00. The walk will follow well-defined, unpaved trails that include some moderate elevation changes. Participants are asked to pre-register with PVAS by contacting Peter Smith at [pvsmit@frontiernet.net](mailto:pvsmit@frontiernet.net) or 304-876-1139 so we can tell Montpelier how many people to expect. The estate is about a 2-hour drive from the Charles Town area. For directions and more info go to [www.montpelier.org](http://www.montpelier.org).

**July 29-31: Weekend trip to Delaware's Bombay Hook National Wildlife Refuge to see migrating shorebirds.** To be led by veteran birder Matt Orsie. Free and open to the public. Details to be announced. For more info, contact Matt at 304-261-5602 [wvbird@comcast.net](mailto:wvbird@comcast.net).

## Taking Some Time Off for the Summer...

For those of you who are new to PVAS or need a reminder, PVAS does not hold monthly meetings or publish its *Valley Views* newsletter during July and August.

Our next monthly meeting and newsletter will be in September.

However, we will continue to organize field trips and other activities throughout the summer. This newsletter includes some information about trips we've organized so far for July. Further details about these and other trips in July and August will be available through our website, [www.potomacaudubon.org](http://www.potomacaudubon.org), local newspapers, and notices to our email list.

If you're currently not receiving email notices from us but would like to get them, you can join our e-mail list by writing to [pvasmail@aol.com](mailto:pvasmail@aol.com). Just say that you want to be on the PVAS e-mail list and provide your name and email address.

## Thirty-eight Birders Participate— Second Annual Ruth Ann Dean Memorial Birdathon

Thirteen teams scoured three West Virginia counties—Jefferson, Berkeley and Morgan—Washington County, Maryland, seeking to identify as many birds as they could over 24 hours in the second running of the Ruth Ann Dean Memorial Birdathon the weekend of May 14-15.

In addition, two groups participated in a "Big Sit," in which they counted as many bird species as possible within a fifty-foot diameter circle of their choosing within the 24-hour period.

As this is being written the same weekend, the winners have not yet been announced. (The winners last year were the Barn Swifts, led by Matt Orsie of Summit Point; they identified 110 species in the 24 hour period.)

Many of the teams hit the "hot spots" in West Virginia and Maryland, including Sleepy Creek Wildlife Management Area, Stauffer's Marsh, Altona Marsh, Shannondale Wildlife Management Area, the Shenandoah River and the C&O Canal. Like last year, rain showers and fog in the higher elevations marked the Birdathon but that didn't slow the competition.

Sandy Sagalkin of Sharpsburg, Maryland, the Birdathon Coordinator, leading the "Sandypipers" team, pointed to the excitement created by the Birdathon. "When we started out from 'Birdmom's' house at 4:30 a.m., we called in an Eastern Screech Owl that flew in right over our heads," he said. "First good bird of the day. We had lousy weather the first half of the day, but everyone had a great time."

For the second year in a row, Jean Neely of Shepherdstown, led the "Big Sit" team. The "Three Ol' Coots" counted birds from Susan Brookreson's backyard in Berkeley County. "It was a rainy, soggy day and our bird count was a miserable 28 species, but we had a great time and Susan was a great hostess," Jean said.

Bob Dean of Martinsburg, leading the Tufted Turkeys, said: "Big days are far and away the best exercise I've found for honing and maintaining field birding skills. And it's always fun to share with good friends."

We want to second Bob's statement and congratulate this year's participants. This is a PVAS event certainly worth continuing.

## Used Oil Recycling Comes to Grapevine Road Recycling Center

Press Release:  
Berkeley County Solid Waste Authority  
berkeleycountyswa@msn.com  
www.berkeleycountyrecycling.com

Are you one of the millions of auto, motorcycle, boat, RV or motor owners who would rather take the time to change their oil rather than pay someone else? Recycling the motor oil from your car, truck, motorcycle, boat, or lawnmower is one way that you can demonstrate your commitment to protect the environment for future generations. The primary goal of oil recycling facilities is to protect the waterways, streams, rivers, lakes and ground water supplies from oil contamination.

At the same time, other applications such as using the waste oil for biodiesel and heating fuels are widening the appeal for oil recycling activities. Used oil can be used to generate electricity and heat for commercial industries as well as schools and private residences. In addition, waste oil can be re-refined to produce new motor oil.

Acting on a suggestion from Berkeley County Councilperson Doug Copenhaver, the Berkeley County Solid Waste Authority has implemented a one year pilot collection of various oils at the Grapevine Road Recycling Center. This oil collection will include used motor oil, transmission fluid, gear oil, power steering fluid and hydraulic oils. These oils can be from any automobile, motorcycle, boat, RV or lawnmower regardless of age or manufacture. The Grapevine Road Recycling Center is open Tuesday through Saturday; 9 a.m. to 5 p.m. The oils cannot be mixed with any other liquids. Oils will be rejected if mixed with water, gasoline or any other substance. There is a limit of 5 gallons per person per visit.

Councilperson Copenhaver stated that he hopes Berkeley County residents and businesses will participate in oil recycling as it is not only good for the environment but can be a revenue source for the county's recycling program.

Should you have any questions or comments, please contact the Berkeley County Solid Waste Authority at 304-267-9370 or the Berkeley County Recycling Hotline at 304-671-2925.

## Return Unused Consumer Drugs, Restore Rivers

Source: [www.wvivers.org](http://www.wvivers.org)

Pharmaceuticals, both the medicines your doctor prescribes for you and the over-the-counter treatments you purchase at your local pharmacy, contain powerful chemicals that can have adverse effects on the environment when introduced into our waterways and landfills. Recent studies have shown that nearly every major drinking water source in the United States has tested positive for these substances. In addition, scientists theorize that pharmaceuticals ingested through our drinking water can cause negative effects on the human body including reproductive health issues, cancer and infections. Further research is needed to understand the extent of this issue.

In response to this problem, the West Virginia Rivers Coalition formed the West Virginia Consumer Drug Return Partnership to dispose of unwanted and expired consumer medications through a simple, convenient and environmentally responsible manner. Within the three Eastern Panhandle counties, consumers may drop off pharmaceuticals at the following locations:

- Martinsburg  
CVS Pharmacy  
1200 Edwin Miller Blvd.  
(304) 263-4951
- Charles Town  
CVS Charles Town  
130 Augustine Avenue  
(304) 725-9313
- Ranson  
Eastern Panhandle Free Clinic  
1212 N. Mildred Street  
(304) 724-6091

To date, there is no similar program in the State of Maryland. For more information, including a list of frequently asked questions, visit <http://www.wvdrivers.org/WVCDRP/overview.html>.

## PV Nature Writers Group Summer Read

On May 22, members of the Potomac Valley Nature Writers Group ended the 2010-2011 season with picnic and discussion of Bernd Heinrich's *Summer World*. Meetings are on hiatus until the 2011-2012 season begins in September. The PVNWG Summer Read is *Mountains of the Heart* by Scott Weidensaul. PVNWG welcomes new members who love reading, writing, and nature! Access the latest information about meeting times and places, book selections, reviews and member blogs at <http://potomacvalleynaturewriting-group.blogspot.com/> or email [pvnaturewriters@gmail.com](mailto:pvnaturewriters@gmail.com).

## Calendar of Upcoming Events

- Jun 1, 7am: Birding trip to Shannondale Springs Wildlife Management Area
- Jun 4, 10am-12pm: Mile-a-minute removal event at Flowing Springs Park
- Jun 4, 4-7pm: PVAS fundraising reception at Harewood, Charles Town
- Jun 8, 7am: Birding trip to Altona Marsh west of Charles Town
- Jun 10, 8:30am: Guided tour of Orr's Farm Orchards
- Jun 11, 7am: Birding trip to Cool Spring Farm
- Jun 10-12: WV Master Naturalist Annual Mtg. in Elkins, WV
- Jun 11, 6:30pm: PVAS annual business meeting
- Jun 18, 8am: Birding trip at NCTC
- Jun 21, 7am: Birding along the Shenandoah River
- Jun 24, 7pm: Potomac Valley Nature Photographers, NCTC
- Jun 25: Shepherdstown Street Fest
- July 2, 7am: Birding trip to Shannondale Springs Wildlife Management Area
- July 10: "Big Woods" Walk at James Madison's Montpelier, Orange, VA (Fee: adults, \$16; children 6-14, \$8; children under 6, free)
- July 22: Potomac Valley Nature Photographers, NCTC
- July 29-31: Shorebird trip to Delaware's Bombay Hook National Wildlife Refuge July 30-31: Morgan County Fair
- Aug 20, 1-4: Master Naturalist Workshop—"Monarch Watch"
- Aug 26, 7pm: Potomac Valley Nature Photographers, NCTC
- Sep 9-11: Bird banding observation at Dolly Sods
- Sep 16-18: Fourth Annual Berkeley Springs Fall Birding Festival
- Sep 17: Sharpsburg Heritage Festival
- Sep 21: Hawk-watching at Washington Monument State Park
- Sep 23, 7pm: Potomac Valley Nature Photographers, NCTC
- Sep 24, 9am-12: Master Naturalist Workshop—"Fall Wildflowers" (full)

## JOIN PVAS TODAY!

ALL of your dues will stay here to support local PVAS efforts and help us grow! And here's what you'll get:

- ☐ Access to a wide variety of PVAS programs and events for adults and children, including field trips, special events, workshops and courses, and environmental projects.
- ☐ A subscription to Valley Views, the PVAS newsletter
- ☐ E-mail alerts about events and programs of special interest
- ☐ Satisfaction of supporting conservation efforts, youth and adult nature education, individual and family recreation, and a wide array of programs in your community.

To become a local member, send in the form below and enclose a check for \$20 (\$15 for seniors and students). Make the check out to "PVAS." This fee covers membership for everyone in your household for one year.

### Membership Form

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_ Zip code: \_\_\_\_\_  
 Phone (optional): \_\_\_\_\_  
 E-mail: \_\_\_\_\_

*To save postage costs, PVAS regularly sends its newsletter by e-mail. You can be assured that we do not share email addresses with anyone. If you would prefer to receive the newsletter by U.S. mail check here: \_\_\_\_\_*

Clip and mail this form to:

Membership Chair, PVAS  
 PO Box 578  
 Shepherdstown, WV 25443

Thank you for your support!



## If you'd rather join the National Audubon Society:

Some people prefer National Audubon Society membership, which includes a subscription to the Society's Audubon magazine. To become a National member, go to the Society's website at [www.audubon.org](http://www.audubon.org) and click on "join." If you join National Audubon and reside in Berkeley, Jefferson or Morgan counties in West Virginia, or in Washington County Maryland, you will automatically become a member of PVAS and have access to our events, an e-mail copy of newsletter and e-mail alerts. However almost all of your dues payments will go to the National Audubon Society; only a small percentage will go to PVAS.

### RED TEXT - DOT ALERT

If red text or a red dot appears on your mailing label, your membership may have expired and this could be your last issue of Valley Views. Take action to renew your Local membership. If you are a National Audubon Society member, the National Society will notify you directly when your membership is up for renewal.



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 Shepherdstown, WV 25443  
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A proud partner of the United Way of the Eastern Panhandle and the Combined Federal Campaign.



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 Charles Town, WV 25414

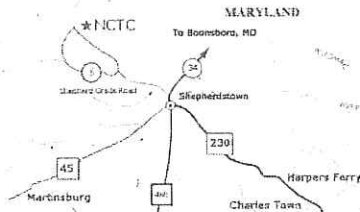
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The Potomac Valley Audubon Society meets at 7:00 p.m. on the second Wednesday of each month, September through April, at the US Fish and Wildlife Service National Conservation Training Center (NCTC), Shepherdstown, WV, in the Instructional West Building. Programs are free and open to the public. For additional information about PVAS or its programs and activities, please call any of the board members listed her or see <http://www.potomacaudubon.org>. PVAS serves the Eastern Panhandle of West Virginia and neighboring Washington County, Maryland.

**PVAS BOARD**  
 The PVAS Board meets every other Thursday of the month (Sept.-June). Meeting location will be announced prior to meetings. These meetings are open to all PVAS members.

**PVAS Officers and Board Members**

- President: Peter Smith 304 876-1139 ..... pvsmit@frontiernet.net
- Vice President: Georgia Jeppesen ..... georgia\_jeppesen@comcast.net
- Secretary: Mina Goodrich ..... larrymina@peoplepc.com
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**Ex Officio Board Members**

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**Emeritus Board Members**

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**Special Contacts**

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- Web Master: Kathy Bilton ..... kathy@fried.net
- PVAS Wildlife Rescue Coord: Diana Mullis ..... 304-267-3482