

**AGENDA**  
**JEFFERSON COUNTY COMMISSION**  
**THURSDAY, DECEMBER 15, 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**

**APPROVAL OF PURCHASE ORDERS**

**APPROVAL OF ACCOUNTS PAYABLE**

**PUBLIC COMMENT**

**PRESENTATIONS:**

1. 9:45 a.m. Interviews and appointments to the Board of Zoning Appeals - Discussion/Action
  - (1) Unexpired term ending January 1, 2013
  - (1) Unexpired term ending January 1, 2014
  - (1) Three year term ending January 1, 2015
  - (1) Alternate unexpired term ending January 1, 2013
  - (1) Alternate unexpired term ending January 1, 2014
  - (1) Alternate three year term ending January 1, 2015
  
2. 10:00 a.m. Interviews and appointment to the Jefferson County Emergency Services Agency
  - Unexpired Citizen term ending November 2, 2012 or an unexpired Citizen term ending November 2, 2013 - Discussion/ActionInterviews and appointment to the Jefferson County Building Commission
  - Unexpired term ending July 27, 2016 & Unexpired term ending July 27, 2015 - Discussion/Action
  
3. 10:15 a.m. Ed Hannon, Deputy Director Jefferson County Emergency Services Agency
  - Regarding enactment of the agreed fees of \$110 for residential and \$.08 per s/f commercial and approval of additional PR funding - Discussion/Action
  
4. 10:30 a.m. **BREAK**
  
5. 10:45 a.m. Roger Goodwin, Chief County Engineer
  - Partial release of Letter of Credit #292 for the Avalon Hills Subdivision, Lots 1-14 & Residue Lots A, B, C & D - File #06-24 - Discussion/Action

6. 11:00 a.m. Mark Schiavone, Director Capital Planning and Management  
- Presentation of Draft Affordable Housing Impact Fee Waiver -  
Discussion/Action
7. 11:15 a.m. Decision concerning proposal by Jefferson County Development Authority to  
suspend the Law Enforcement and Fire and EMS impact fees for new  
commercial development for a minimum period of 2 years - Discussion/Action
8. 11:30 a.m. Elizabeth Wheeler, Farmland Protection Board  
- Approval of Deed of Easement for the American Battlefield Protection Program  
and farmland conservation easement - Discussion/Action

**UNFINISHED BUSINESS:**

9. Appointment to the Jefferson County Jefferson County Public Service District for a six year term  
ending December 1, 2017 - Discussion/Action

**NEW BUSINESS:**

10. Approval of the 2012 Holiday Schedule - Discussion/Action
11. Copier Lease (TB) - Discussion/Action
12. Approval of Compensation During Temporary Assignment Policy - Discussion/Action
13. Approval of Sexual Harassment Policy - Discussion/Action

**PRESENTATIONS CONTINUED:**

14. 12:00 p.m. Neal Barkus, Esq.  
- Litigation update - Possible Executive Session §6-9A-4

**COUNTY ADMINISTRATOR REPORTS**

**COUNTY COMMISSION REPORTS**

**ADJOURN**

**CORRESPONDENCE:**

Notice of Public Hearing concerning public input for the Zoning Map Amendment (Rezoning) for the property designated as Tax District: Harpers Ferry, Map: 9, Parcel: 39.1, owned by James and Barbara Gibson will be held Thursday, January 5, 2012 at 7:00 p.m. in the Commission meeting room located at the Old Charles Town Library

Memorandum received from Roger Goodwin, Chief County Engineer concerning a construction bond and security for The National Humane Education Society AKA Briggs Animal Adoption Center- Phase 1 file#S10-10.

Receive minutes from the Jefferson County Public Service District Regular Board Meeting held November 2, 2011.

Memorandum received from Roger Goodwin, Chief County Engineer concerning a construction bond and security for Jefferson Asphalt Products Company (Fil#S11-12).

The December 3, 2011 weekly settlement for Hollywood Casinos at Charles Town received.

Letter received from The Friends of Happy Retreat requesting continued support.

Letter of support for the appointment of Roger Forshee to the Jefferson County Public Service District.

*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, December 8, 2011**

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A meeting of the Jefferson County Commission was held on Thursday, December 8, 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 Patricia Noland, Dale Manuel, Lyn Widmyer, Frances Morgan and Walt Pellish. Also present were Tim Boyde, County Administrator, Debbie Stellato, Administrative Assistant and Jimmy Eddy, Bailiff. (An audio tape of the December 8, 2011 meeting is available through the Jefferson County Commission Office.)

#### **PLEDGE OF ALLEGIANCE**

Commissioner Widmyer led the Pledge of Allegiance.

#### **APPROVAL OF MINUTES**

Motion by Ms. Morgan to approve the Minutes of the December 1, 2011 meeting as amended. Motion seconded by Mr. Manuel and unanimously approved.

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

Motion by Mr. Manuel to approve Purchase Orders in the amount of \$24,134.87, being purchase order numbers: 50552, 50651, 50749, 49109, 50750, 50631, 50645, 50646, 50648, 50649, 50751, 50752, 50753, 50437, 50439, 53139, 53140, and 53268. Motion seconded by Ms. Morgan and unanimously approved.

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

Motion by Ms. Morgan to approve the accounts payable in the amount of \$289,716.67. Motion seconded by Mr. Pellish and unanimously approved.

#### **PUBLIC COMMENT:**

**Jennifer Syron of Eastern Panhandle Organization of Homeowner Associations** commented on WV Code 36B.

**Heidi Parker, Jefferson County Resident**, endorsed Roger Forshee for appointment to the Jefferson County Public Service District.

**Jackie Milliron, Jefferson County Resident**, endorsed Roger Forshee for appointment to the Jefferson County Public Service District.

**Jennifer Maghan, Jefferson County Clerk**, provided a redistricting update.

**Debbie Royalty of the League of Women Voters**, commented on several December 1, 2011 Agenda Items.

**Debbie Royalty, Jefferson County Citizen**, commented on the Cement Mill property.

**Chris Cody, Jefferson County Citizen**, endorsed Roger Forshee for appointment to the Jefferson County Public Service District.

Motion by Mr. Manuel to reconsider the action regarding the Minutes of December 1, 2011. Ms. Morgan seconded the motion and it was unanimously approved.

Mr. Manuel recommended an additional amendment to the Minutes "to approve the magisterial districts and precinct alignment as necessary." Motion by Mr. Manuel to amend the Amended Minutes in the manner stated. Motion seconded by Ms. Morgan and unanimously approved.

**PRESENTATIONS:**

1. **Lyle Bivens, Jefferson County Resident**, requested a Resolution in support of a Constitutional Amendment reversing the Supreme Court's decision in Citizens United v. FEC which deals with the role of corporations in national elections.
2. **Interviews and appointment to the Jefferson County Public Service District for one (1) six-year term ending December 1, 2017.**
  - **Tyler Quynn of Charles Town, WV** spoke to the Commission regarding his qualifications to serve on the Jefferson County Public Service District.

The Commission took a short break from the interview process to welcome Charles Town's Mayor Peggy Smith and Mike Schuler, Keith Carter and Cricky Shultz. Messrs. Schuler and Carter are employed by the development company that broke ground this morning for the Tractor Supply Co. store to be built in Charles Town.

**The Commission took a short break at 10:50 a.m.**

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

- **William Strider of Ranson, WV** stated his qualifications to serve on the Jefferson County Public Service District.
- **Roger Forshee of Charles Town, WV** stated his qualifications to serve on the Jefferson County Public Service District.

Ms. Widmyer recommended that the West Virginia Ethics Committee be consulted regarding the eligibility of a non-rate payer to serve on the PSD. Due to time constraints and research required to answer the legal question posed by Ms. Widmyer, no action will be taken at this meeting. An appointment will be made at next week's meeting, Thursday, December 15, 2011.

3. **Don Jacobs of DIJ Management Consultant Services** explained the recently completed Jefferson County Compensation Classification.

**At 11:33 a.m. Commissioner Noland called to order a Public Hearing for the purpose of receiving public input regarding a petition to rezone a 13.69 property by Twin Oaks Subdivision, LLC, property designated as Tax District Shepherdstown, Map 13, Parcels 26.1, 26.2, 6.3 & 26.4, located on Kearneysville Pike (WV 480) approximately 0.5 miles west of its intersection with Morgan Grove Road, adjacent to Morgan Grove Park. (See Special Session Minutes for December 8, 2011.)**

**Following the Public Hearing, the Commission broke for lunch break at 1:20 p.m.  
The Commission reconvened its regular meeting at 2:15 p.m.**

**NEW BUSINESS:**

4. **Tim Boyde** presented a proposal to engage a consultant, Debbie Keyser, on a part-time basis to handle various Human Research Projects and to train staff in certain matters pertaining to Human Resources starting next week.

Motion by Ms. Morgan to engage a consultant, Debbie Keyser, on a part-time basis to handle various Human Research Projects and to train staff in certain matters pertaining to Human Resources starting next week. Motion seconded by Mr. Manuel and unanimously approved.

5. **Tim Boyde** requested approval of the first draft of a Taxable Fringe Benefits Policy he prepared.

Motion by Ms. Morgan to approve the first draft of the Taxable Fringe Benefits Policy prepared by County Administrator Tim Boyde. Motion seconded by Mr. Manuel and unanimously approved.

6. Request by **Bill Polk, Maintenance Director**, to approve the employment of Laura Kuhn as a full-time Administrative Assistant in the Maintenance Department working a 35 hour week with a starting salary of \$33,846.62.

Motion by Mr. Manuel to approve the hiring of Laura Kuhn as a full-time Administrative Assistant in the Maintenance Department working a 35 hour week with a starting salary of \$33,846.62. Motion seconded by Ms. Widmyer and unanimously approved.

7. **Stacy Dugan, President, Morgan County Commission** (left before the presentation due to time constraints). Mr. Boyde presented her request to approve a Resolution supporting the renovation of the Lodge and other improvements and amenities at Cacapon State Park to accommodate the increasing number of visitors.

Motion by Ms. Morgan to approve a Resolution supporting the renovation of the Lodge and other improvements and amenities at Cacapon State Park to accommodate the increasing number of visitors. Motion seconded by Ms. Widmyer and unanimously approved.

**RESOLUTION IN SUPPORT OF THE CACAPON STATE PARK RENOVATIONS, ADDITIONS AND UPGRADES**

Whereas, the Jefferson County Commission met on December 8, 2011 with a quorum present and supports the Cacapon State Park project of renovations, additions and upgrades; and

Whereas, the Commission recognizes that Cacapon State Park is important to the whole Eastern Panhandle since this park is 90 miles from the Washington/Baltimore metro area; and

Whereas, the Commission recognizes the need for this renovation with the closing of Coolfont and the conference and dining facilities the Woods Resort, there is no other golf resort based meeting space in the entire Panhandle. Cacapon needs upgraded to serve the conference market or that business will go to other states; and

Whereas, this Commission recognizes that this project is shovel ready with the recent completion of construction documents for as 67,000 SF addition that will feature new indoor/outdoor pool, spa, fitness center, new public dining room, upgrade to commercial kitchen, business center and 79 new residential

rooms; and

Whereas, in conjunction with the Lodge Renovations, the design team has also completed upgrades for other amenities of the Cacapon State Park, including the golf course, bunker reconstruction, strategic bunker relocation, and the incorporation of low maintenance native vegetation; and

Whereas, we recognize the importance of Cacapon State Park to tourism which generates more than \$30 million in revenue in Morgan County and employs more than 600 people.

NOW THEREFORE, BE IT RESOLVED, that we, the County Commissioners of Jefferson County, West Virginia supports the Cacapon State Park renovations, additions and upgrades.

By Order of the Jefferson County Commission

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

\_\_\_\_\_  
Dale Manuel, Vice President

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

\_\_\_\_\_  
Walter Pellish, Commissioner

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

8. **Ms. Widmyer** recommended that the Commission establish a uniform procedure for the review of rezoning requests. Ms. Widmyer prepared and presented a draft list of procedures for the Commission's review. The Commissioners recommended that she submit the draft to Jennifer Brockman, Director of Planning & Zoning, for her review and approval. By unanimous consent it was agreed that if Ms. Brockman approved the draft the Commission would approve and implement the procedures.

**COUNTY ADMINISTRATOR REPORTS:**

**County Administrator Tim Boyde:**

- Requested permission to advertise the County Administrator position vacancy.

Motion by Ms. Morgan to authorize Mr. Boyde to post an advertisement for a County Administrator. Motion seconded by Mr. Pellish and unanimously approved.

- Announced that on December 15 and December 16, 2011 there will be mandatory training for all County employees, Electeds and Department Heads regarding sexual harassment.
- Reported that he drafted a Temporary Compensation Policy for the Commissioners review. Also included the Electeds should they be out for an extended period of time and the deputy takes over management duties. He would like to bring that on for decision on January 5, 2011.
- Reported that he is meeting with an individual who would like to be the County's insurance broker.
- Reported that work is in process for updating the County's web site. Also reported that plans are being made to upgrade the County Commission meeting room equipment and the room itself. He will report back to the

Commission with the progress.

**COUNTY COMMISSIONER REPORTS:**

**Commissioner Morgan:**

- Attended a history lecture in Shepherdstown.
- Attended a Jefferson County Board of Health meeting.
- Walked in the Charles Town Christmas Parade.
- Attended the Shepherdstown Fire Co.'s Christmas dinner.
- Attended the Chamber of Commerce Legislative Luncheon.
- Attended part of the Rt. 340 Planning meeting at the KOA Campground.

**Commissioner Pellish:**

- Attended a WV Development Authority meeting.

**Commissioner Widmyer:**

- Ran in the Berkeley County 5K Jingle Bell Run to benefit the Berkeley County Humane Society.
- Attended a Jefferson County Public Service Commission meeting.
- Attended a Girl Scouts meeting.
- Attended a Boy Scouts meeting.

**Commissioner Manuel:**

- Attended the Rt. 340 Planning meeting at the KOA Campground.
- Attended the Safety and Security meeting for the Courthouse.
- Attended the Jefferson County Board of Education meeting.
- Attended the Jefferson High School Community Chorus event.

**Commissioner Noland:**

- Attended the Jefferson County Board of Education meeting.
- Attended the CVB Strategic Planning meeting.
- Attended the Jefferson County Affordable Housing meeting.

**Commissioner Morgan left the meeting.**

**Pursuant to legal counsel, Stephanie Grove's suggestion,** motion by Mr. Pellish to enter into an Executive Session pursuant to Peters v. County Commission of Wood County. Motion seconded by Mr. Manuel and carried 4 to 1 with Ms. Morgan being absent for the vote. The Commissioners entered into an Executive Session at 3:05 p.m.

The Commissioners ended the Executive Session at 3:20 p.m. There being no further business the regular Commission meeting adjourned at the end of the Executive Session until Thursday next, December 15, 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, December 8, 2011 beginning at 11:30 a.m. o'clock a.m.

**PUBLIC HEARING - PETITION TO REZONE 13.69 ACRE PROPERTY - TWIN OAKS SUBDIVISION LLC, DESIGNATED AS TAX DISTRICT SHEPHERDSTOWN, MAP 13, PARCELS 26.1, 26.2, 6.3 & 26.4, LOCATED ON KEARNEYSVILLE PIKE (WV 480) APPROX. 0.5 MILES WEST OF ITS INTERSECTION WITH MORGAN GROVE ROAD, ADJACENT TO MORGAN GROVE PARK.**

Ms. Noland called to order the Public Hearing at 11:30 a.m.

Present were:	Patricia Noland, President
	Dale Manuel, Vice President
	Lyn Widmyer, Commissioner
	Frances Morgan, Commissioner
	Walt Pellish, Commissioner
Jefferson County Administrator:	Tim Boyde
Administrative Assistant:	Debbie Stellato
Jennifer Brockman	Director, Planning & Zoning Department
Seth Rivard	Planner, Planning & Zoning Department
Peter Corum	Petitioner
Fred Blackmer	Petitioner

Jennifer Brockman provided a Power Point presentation and reported that the Jefferson County Planning Commission found that the Petition for Rezoning was in conformance with the Jefferson County Comprehensive Plan. She further stated that the Planning & Zoning Staff believes that the Petition for Rezoning does not conform.

Public comment was made by:

Mike Austin  
Joe Spurgas  
Ann Spurgas  
Bill Lewandowski  
Jack Young  
Neal Martineau

Meredith Wait  
Patience Wait  
Dick Lattenell  
Amy Matthews Amos  
John Amos  
David Springer

The Commission took a short break at 12:30 p.m.  
The Commission reconvened the Public Hearing at 12:35 p.m.

Peter Corum and Fred Blackmer offered their presentation at 12:35 p.m.

There being no further public comment the Public Hearing was closed at 12:55 p.m.

Following the closing of the hearing, the Commissioners asked questions of the Petitioners and considered the Petitioners' responses as well as the public comments.

Ms. Morgan made a motion to deny the Petition for Rezoning by Twin Oaks Subdivision, LLC.  
Mr. Manuel seconded the motion and it was unanimously approved.

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PATSY A. NOLAND, PRESIDENT

**PURCHASE ORDERS TO BE APPROVED  
DECEMBER 15, 2011**

DEPARTMENT	PURCHASE ORDER	AMOUNT	VENDOR	DESCRIPTION
ADDRESSING	52981	\$ 7,100.00	ESRI, INC	Maintenance quote (software)
ANIMAL CONTROL	50676	\$ 396.24	HILLSIDE VET	Vet care
	53170	\$ 510.00	VALLEY PET CEMETARY	Carcass disposal
	53171	\$ 100.00	BLUE RIDGE VET. ASSOCIATION	Professional service
	53172	\$ 200.00	WV BOARD OF VETERINARY MEDICINE	2012 CAFT Certification renewal
ASSESSOR	53284	\$ 175.00	IAAO	Membership due
CIRCUIT CLERK	50461	\$ 335.00	COAST TO COAST COMPUTER PRODUCTS	Toner
	50460	\$ 178.80	PIFER OFFICE SUPPLY	Stamp pads, envelopes & tape
COUNTY CLERK	50653	\$ 182.28	PIFER OFFICE SUPPLY	Tape, receipt paper, correction tape
COMMISSION	50469	\$ 90,816.80	WV REGIONAL JAIL	Nov. billing
COMMUNICATIONS	49110	\$ 550.00	XYBIX	Install charges for malfunctioning consoles
	53244	\$ 159.75	TELETRONIC	Connector/ant. Whip

COURTHOUSE	50762	\$	550.50	JEFF MARTIN SPECIALTY ADVERTISING		Uniforms
	50766	\$	119.28	FLEETPRIDE		Auto supplies
ENGINEERING	53270	\$	3,250.00	ANALYTICAL SERVICES, INC		County-wide water study
	53269	\$	6,850.00	ANALYTICAL SERVICES, INC		Westridge Hills test wells study
	53267	\$	220.00	ASSOCIATION OF STATE FLOOD PLAIN MANAGERS, INC.		Membership dues
	53271	\$	265.00	UNIVERSITY OF WYOMING		Online Fee 1 credit hour
	53272	\$	2,517.00	DELL. INC.		Desktop computers (2)
MAINTENANCE	50759	\$	1,275.00	WINCHESTER SECURITY		Change order
OTHER BUILDINGS	50648	\$	7,198.00	ALLIANCE ELECTRIC		Electrical work/maint bldg
	50756	\$	1,163.00	BONDED APPLICATORS		Repairs to roof/ animal control
	50757	\$	699.00	BK OFFICE SUPPLY		Copy paper
	50758	\$	1,500.00	WINCHESTER SUPPLY		Replace fire alarm system/ Jail
	50760	\$	731.30	GRAINGER		Materials/supplies
	50761	\$	320.00	RCS SECURITY		Panic buttons
PLANNING	50691	\$	510.00	AARON MOLENDIA		Professional services
PROSECUTING ATTORNEY	50721	\$	237.00	MARCIA CHANDLER, RPR		Transcripts
	50440	\$	125.00	NIDAA CONFERENCE REGISTRAR		Registration fee
SHERIFF	50488	\$	389.00	West Va Signal & lights		Auto Repair

	50480	\$	572.82	THE JOURNAL	Advertising/Ad legal
	50481	\$	150.00	JEFFERSON COUNTY HEALTH DEPT	Flu shots
	50482	\$	132.04	MPH INDUSTRIES	Maint repair equipment
	50483	\$	538.75	TOWN GUN SHOP	Tasers
	50484	\$	393.38	GALLS	Uniforms & access.
	50485	\$	1,200.00	FULCRUM TACTICAL TRAINING	Training/education
	50486	\$	252.15	Ray Allen Manufacturing	Auto supply
	50487	\$	510.79	US CALAVARY	Uniform & access
	50770	\$	1,524.48	DONALD B RICE TIRE CO.	Repairs to vehicles
VARIOUS	50755	\$	1,055.77	FISHER AUTO PARTS	Maint repairs/Sheriff's dept
	50763	\$	2,023.88	NAPA AUTO PARTS	Auto supplies
<b>GRAND TOTAL</b>		<b>\$</b>	<b>136,977.01</b>	Printed at 12:00 p.m. on 12/12/11	

Commission Office Use Only

Date on Agenda: 12/15/11

Appt Time or New Business: \_\_\_\_\_

**AGENDA REQUEST FORM**

Name: Nichelle Hosby

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 10- 20 mi

Date Requested – 1<sup>st</sup> Choice: December 15, 2011

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

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

Subject: **Interview and appointment to the Board of Zoning and Appeals:**

- (1) Unexpired term ending January 1, 2013
- (1) Unexpired term ending January 1, 2014
- (1) Three year term ending January 1, 2015
- (1) Alternate unexpired term ending January 1, 2013
- (1) Alternate unexpired term ending January 1, 2014
- (1) Alternate three year term ending January 1, 2015

Please provide the County Commission with a description of your request or presentation, including any background information: **Three resignations have been received from board members. One alternate member request a regular position and two alternate positions have remained vacant.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **move to approve \_\_\_\_\_ to the Board of Zoning and Appeals for a term of \_\_\_\_\_.**

Attachments:

## NOTICE OF INTENT TO APPOINT

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, December 15, 2011, or as soon thereafter as the Commission may decide:

**Board of Zoning Appeals** - One unexpired term ending 1/1/2013  
One unexpired term ending 1/1/2014  
One three year term ending 1/1/2015

**Board of Zoning Appeals - Three alternate members:**  
One unexpired term ending 1/1/2013  
One unexpired term ending 1/1/2014  
Three year term ending 1/1/2015

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

*Alternates: Alternate members shall have all powers and duties of a regular Board member when sitting on a case and shall continue to participate in the case until a final decision is reached. Alternate members shall serve by rotation based upon seniority of appointment to the Board.*

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

**SPIRIT OF JEFFERSON:**

**PLEASE ADVERTISE ON:**

November 16, 23, & 30<sup>th</sup>, 2011  
December 7, 2011

**THANKS - JEFFERSON COUNTY COMMISSION**

HP Officejet 6310  
Personal Printer/Fax/Copier/Scanner

Log for

Nov 08 2011 9:55AM

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Last Transaction

Date	Time	Type	Station ID	Duration	Pages	Result
Nov 8	9:54AM	Fax Sent	93047286856	0:26	1	OK

ZONING BOARD OF APPEALS

Christy Huddle  
P.O. Box 934  
Harpers Ferry, WV 25425  
535-2759 huddlec@yahoo.com  
3 years 1/1/2012

*ASK REAPPOINT*

Edwin T. Kelly, II  
33 River View Drive  
Harpers Ferry, WV 25425  
724-6553 w: 301-738-5690  
EKelly@mcecorp.com  
3 years 1/1/2012

Tiffany Lee Hine  
P.O. Box 219  
Charles Town, WV 25414  
h: 725-7975 w: 724-3696 ext. 24  
3 years 1/1/2013

*resigned 10/11*

Jon S. Brusco  
21 General Anderson Court  
Harpers Ferry, WV 25425  
202-701-0212 jsbrusco@aol.com  
3 years 1/1/2014

*Resigned 10/11*

Jeffrey Doran Bresee  
300 Strider Road  
Kearneysville, WV 25430  
304-728-8247  
3 years 1/1/2014

ZONING BOARD OF APPEALS

ALTERNATES:

Vacant: 1/1/2010

Vacant: 1/1/2011

J. Tyler Quynn  
P.O. Box 430  
Charles Town, WV 25414  
304-279-8821  
3 years 1/1/2012

- Wants Full time

jtyq@comcast.net

58A-8-4

## Nichelle Hosby

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**From:** Steve Barney [sbarney@jeffersoncountywv.org]  
**Sent:** Thursday, October 20, 2011 1:44 PM  
**To:** nhosby@jeffersoncountywv.org; Sandy  
**Cc:** Jennie Brockman; Jennilee Hartman  
**Subject:** FW: resignation

Nichelle and Sandy,

We just had another resignation of a BZA member, Tiffany Hine (when it rains it pours, I guess). In this case, she submitted her resignation by email.

Please see below. Will this be sufficient written notice for you to advertise the available position?

(Also, we were able to get ahold of Jon Brusco – he has apparently just mailed his letter of resignation to the County Commission, hopefully it will arrive at the Hunter House soon).

Thanks,  
Steve B

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**From:** Tiffany Hine [mailto:THINE@blueridgectc.edu]  
**Sent:** Thursday, October 20, 2011 11:56 AM  
**To:** sbarney@jeffersoncountywv.org  
**Subject:** resignation

Steve,

It is with a heavy heart that I must submit my letter of resignation from the Jefferson County Board of Zoning Appeals. My recent job change has created a different schedule for me and the flexibility that I once had is not there. I have enjoyed my time with the Board and am already sad that I will not be a part of the group for future projects. Please forward to the members that I have enjoyed my time of service with them and am sad that I will not be there.

Thank you for the opportunity to serve on the BZA. I have learned a great deal and am honored to have served Jefferson County.

Tiffany Hine  
Blue Ridge Community and Technical College  
Certification and Licensure Program Coordinator  
1-304-433-2677

October 20, 2011

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

Dear Madam Chairperson:

This letter serves you as notice on my decision to step down as a member of the Jefferson County Board of Zoning Appeals. This action is effective immediately. I informed the board During the August and September meeting, and I wanted to ensure that the County Commission was informed and is able to take action to back fill my position.

I found the opportunity to serve Jefferson County very rewarding. My decision to leave the BZA was based solely on my relocation out of the Jefferson County, WV area to the Denver, Colorado area. I truly appreciated the County Commission's and the BZA's dedication to servicing the County and wish you all the best.

Sincerely,



Jon S. Brusco

**RECEIVED**

OCT 21 2011

Jefferson County Commission

## Nichelle Hosby

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From: Sandy McDonald [sandy@jeffersoncountywv.org]  
Sent: Thursday, October 20, 2011 4:41 PM  
To: Nichelle Hosby  
Subject: Fw: Re-up to BZA

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

From: "Christy Huddle" <huddlec@yahoo.com>  
To: <sandy@jeffersoncountywv.org>  
Sent: Thursday, October 20, 2011 4:24 PM  
Subject: Re-up to BZA

I'd like to have my membership on the BZA renewed. My current term ends this December.

Thank you,  
Christy Huddle  
Harpers Ferry

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

Name: Nichelle

Department or Entity: Co. Commission

Estimation of amount of time needed for appointment: 5 min

Date Requested – 1<sup>st</sup> Choice: 12/15/11

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

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

**Subject: Interview and appointment to the Jefferson County Emergency Services Agency for an unexpired term ending November 2, 2012 or an unexpired term ending November 2, 2013**

Please provide the County Commission with a description of your request or presentation, including any background information: **Due to resignations there is a vacancy on the ESA Board.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **move to approve \_\_\_\_\_ to the Jefferson County Emergency Services Agency for an unexpired term ending November 2, 2013 or an unexpired term ending November 2, 2013**

Attachments:

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY BOARD

Marty Freeman      **Represents Citizen**      Kabletown District  
P.O. Box 945  
Charles Town, WV 25414  
304-535-6851  
3 years 11/2/2014                      Unexpired term took effect 10/28/2010

Michael Mood                      **Represents Fire**      Middleway District  
51 Shady Acres Lane  
Kearneysville, WV 25430  
304-582-0204  
3 years 11/02/2014

Alan Williams                      **Represents Fire**      Charles Town District  
P.O. Box 195  
Charles Town, WV 25414  
571-246-2269  
3 years 11/2/2014 (replaced Todd Wilt, II)

Dave Withers                      **Represents Jefferson County Fire and Rescue Association**  
Jefferson County Fire & Rescue Association  
P.O. Box 101  
Charles Town, WV 25414  
304-725-2570    304-725-2514  
3 years 11/2/2011                      Unexpired term took effect 6/17/2010

Ed Boober                              **Represents Citizen**      Charles Town District  
PO Box 1125  
Charles Town, WV 25414  
email: edboober@comcast.net  
Cell:304-279-6980  
3 years 11/2/12      **unexpired term replacing John Matthews**

R. M. Pete Kelley      **Represents Fire/EMS**      Shepherdstown District  
P.O. Box 1257  
Shepherdstown, WV 25443  
h: 876-3409  
3 years 11/2/12

Brendan Soennecken      **Represents Citizen**      Harpers Ferry District  
P.O. Box 542  
Harpers Ferry, WV 25425  
cell: 304-261-8178  
3 years 11/2/12  
email: [soennecken@gmail.com](mailto:soennecken@gmail.com) (Soennecken resigned Nov '11)

Brenda Engle      **Represents Fire/EMS**      Kabletown District  
50 Westhall Drive  
Charles Town, WV 25414  
h: 725-7258  
3 years 11/2/13

Robert Murto      **Represents Citizen**      Shepherdstown District  
887 Cherry Run Road  
Harpers Ferry, WV 25425  
h:  
3 years 11/2/13

Paul Rosa      **Represents Fire/EMS**      Charles Town District  
P.O. Box 1350  
Harpers Ferry, WV 25425  
535-9961  
3 years 11/2/13      (Rosa resigned Nov. '11)

Dale Manuel      **Represents Jefferson County Commission**  
75 Porter Way  
Charles Town, WV 25414  
304-725-8160  
Jefferson County Emergency Services Agency  
Doug Pittinger, Director  
304-728-3287 (Office)  
FEIN - 55-0751374

**Senate Bill No. 224**

(By Senators Tomblin, Mr. President, and Caruth,

By Request of the Executive)

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[Introduced January 16, 2008; referred to the Committee on Government Organization; and then to the Committee on Finance.]

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A BILL to amend and reenact §7-15-4 of the Code of West Virginia, 1931, as amended; and to amend said code by adding thereto a new article, designated §7-17A-1, §7-17A-2, §7-17A-3, §7-17A-4, §7-17A-5, §7-17A-6, §7-17A-7, §7-17A-8, §7-17A-9, §7-17A-10, §7-17A-11, §7-17A-12, §7-17A-13, §7-17A-14 and §7-17A-15, all relating to the creation of joint emergency service agencies; exempting such agencies from regulation by the Public Service Commission; exempting such agencies from taxation; and providing for the imposition and collection of fees.

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

That §7-15-4 of the Code of West Virginia, 1931, as amended, be amended and reenacted; and that said code be amended by adding thereto a new article, designated §7-17A-1, §7-17A-2, §7-17A-3, §7-17A-4, §7-17A-5, §7-17A-6, §7-17A-7, §7-17A-8, §7-17A-9, §7-17A-10, §7-17A-11, §7-17A-12, §7-17A-13, §7-17A-14 and §7-17A-15, all to read as follows:

**ARTICLE 15. EMERGENCY AMBULANCE SERVICE ACT OF 1975.**

**§7-15-4. Duty of county commissions to provide emergency ambulance service; emergency ambulance service authorities authorized; authorities to be public corporations.**

Except as hereinafter provided and in addition to all other duties imposed upon it by law, the county commission shall cause emergency ambulance service to be made available to all the residents of the county where such service is not otherwise available: *Provided, however,* That the duty imposed upon county commissions by this article shall not be construed in such manner as to impose a duty to cause such emergency ambulance service to be provided unless the commission shall make an affirmative determination that there are funds available therefor by the inclusion of a projected expenditure for such purpose in the current levy estimate, and in the event that such county commission shall make such determination the commission shall not be under a duty to cause such service to be provided beyond a level commensurate

with the amount of funds actually available for such purpose. The county commission may provide the service directly through its agents, servants and employees; or through private enterprise; or by its designees; or by contracting with individuals, groups, associations, corporations or otherwise; or it may cause such services to be provided by an emergency ambulance service authority, as provided for in this article, or by a joint emergency services agency in accordance with the provisions of article seventeen-a of this chapter; and any municipality or county, or both, or any two or more municipalities within any county or contiguous counties, or any two or more contiguous counties, or any combination thereof, may create an authority. Such authority shall be created upon the adoption, by the governing body of each participating government, acting individually, of an appropriate ordinance or order. Each authority shall constitute a public corporation, and as such, shall have perpetual existence. The authority shall be known by such name as may be established by the board.

**ARTICLE 17A. JOINT EMERGENCY SERVICES ACT OF 2008.**

**§7-17A-1. Short title.**

This article shall be known and may be cited as the "Joint Emergency Services Act of 2008."

**§7-17A-2. Definitions.**

As used in this article, unless the context otherwise requires, the following words and phrases have the meanings ascribed to them in this section:

- (a) The term "agency," "joint agency," or "joint emergency services agency" means a unit created by a county commission under section three of this article to provide county residents with emergency response services.
- (b) The term "emergency response services" includes, without limitation, emergency ambulance services pursuant to article four-c, chapter sixteen of this code, fire prevention and fire protection services pursuant to section three-d, article one of this chapter or any other emergency prevention, detection or mitigation program that counties are permitted to operate or required to provide under the provisions of this code. The term does not include law enforcement or military services.
- (c) The term "joint emergency services board" or "board" means the managing body of a joint emergency services agency formed under section four of this article.

**§7-17A-3. Local government authority to establish joint emergency services agency.**

In lieu of creating both an emergency ambulance service authority pursuant to article fifteen of this chapter and a separate county fire association or county fire board pursuant to article seventeen of this chapter, the county commission of any county may by lawfully enacted ordinance create a combined joint emergency services agency. The joint agency shall possess all of the rights and responsibilities conferred upon emergency ambulance service authorities, county fire associations, and county fire boards that are not otherwise inconsistent with this article. The joint agency may also provide any emergency response service the county is permitted or otherwise required to provide to its citizens under the provisions of this code.

**§7-17A-4. Management of joint agency vested in board; eligibility, appointment, number and term of members; vote of members; vacancies.**

- (a) The management and control of the joint agency shall be vested in a board of no less than seven nor more than fifteen individuals who shall be appointed for terms of three years each by the county commission.

(b) The initial appointment to the county joint emergency services board shall begin on the first day of July, two thousand eight. One county commissioner, chosen by the county commission, shall serve on the board. The county commission shall make the initial appointments to the joint emergency services board so that approximately one third of the total number of the board members to be so appointed shall be appointed for a term of one year, approximately one third of the total number of board members to be so appointed shall be appointed for a term of two years and approximately one third of such total number of board members to be so appointed shall be appointed for a term of three years. As the term of each such initial appointee expires, the successor to fill the vacancy created by such expired term shall be appointed by the county commission for a term of three years.

(c) Only residents of the county in which the board is formed are eligible to serve on the joint emergency services board. At all times, the board shall consist of at least two representatives from the emergency medical services community, at least two representatives from the fire protection services community, and at least two citizen representatives from the county at-large. The citizen members may not be employed with the emergency medical services community, fire protection services community or the county commission and not more than one citizen member may be appointed from the same magisterial district in the county.

(d) Board members are limited to two consecutive terms. In the event of a vacancy, a successor shall be appointed from the same representative area to fill out the unexpired term. Members in office at the expiration of their respective terms shall continue to serve until their successors have been appointed and have qualified.

(e) A majority of the members of the board constitutes a quorum and the affirmative vote of a majority of all members present necessary for any action taken by vote of the board. No vacancy in the membership of the board impairs the rights of a quorum by such vote to exercise all the rights and perform all duties of the board.

**§7-17A-5. Compensation of board members; expenses.**

No member of the board may receive any compensation in connection with his services as a member. Each member, however, is entitled to reimbursement by the board for any necessary expenses actually incurred in connection with the performance of his or her duties: *Provided*, That not more than one percent of the annual appropriations to the board may be used for administrative expenses by the board.

**§7-17A-6. Meetings of the joint agency; officers; official bonds.**

(a) At its first meeting to be held no later than sixty days from the creation of the joint agency as provided in this article, the board shall elect from among its membership a president to act during the next ensuing fiscal year, or until his successor is elected and qualified. At that time, the board shall also elect a vice president, a secretary and a treasurer and such other officers as may be required.

(b) The treasurer, and such other officers as the board shall direct, shall furnish a bond for the use and benefit of the agency in such penal sum as may be fixed by the board and conditioned upon the faithful discharge by such treasurer and such other officers so directed by the board of the duties of their respective offices, and upon accounting for and paying over all moneys which may come into their possession by virtue of such office.

(c) At its first meeting the board shall also fix the time and place for holding regular meetings, but it shall meet at least quarterly. Special meetings of the board may be called by the president or by two members upon written request to the secretary. The secretary shall send to all members, at least two days in advance of a special meeting, a written notice setting forth the time and place of the special meeting and the matters to be considered at such special meeting. Written notice of a special meeting is not required if the time of

the special meeting has been fixed in a regular meeting or if all the members are present at the special meeting.

(d) All regular meetings shall be general meetings for the consideration of any and all matters which may properly come before the board. All proceedings of the board shall be entered in a permanently bound record book, properly indexed, and shall be carefully preserved by the secretary of the board.

**§7-17A-7. Budget.**

The joint emergency services board shall establish the beginning and ending of a fiscal year, which period shall constitute the joint agency's budget year. At least thirty days prior to the beginning of the first full fiscal year after the creation of the joint agency and annually thereafter, the treasurer shall prepare and submit to the board a tentative budget. The tentative budget shall be considered by the board, and, subject to any revisions or amendments that may be determined by the board, shall be adopted as the budget for the ensuing fiscal year. No expenditures in excess of the budget may be made during such fiscal year unless expressly authorized and directed by the board.

**§7-17A-8. Joint agency to be a public corporation; powers and duties generally.**

(a) The joint agency shall constitute and be created as a public corporation under the name provided for in its articles of incorporation and, as such, shall have perpetual succession, may contract with and be contracted with, sue and be sued, implead and be impleaded, and have and use a corporate seal.

(b) Each joint agency created pursuant to this article may:

- (1) Make and adopt all necessary bylaws, rules and regulations for its organization and operations not inconsistent with law;
- (2) Elect its own officers, appoint committees and employ and fix compensation for personnel necessary for its operation;
- (3) Enter into contracts with any person, agency, governmental department, firm or corporation, including both public and private corporations, and renew, amend or supplement such contracts;
- (4) Generally do any and all things necessary or convenient to provide emergency response services within the county;
- (5) Borrow money, apply for, receive and use grants, donations and contributions from any source or sources and accept and use bequests, devises, gifts and donations from any person, firm or corporation;
- (6) Raise funds by the issuance and sale of revenue bonds in the manner provided by law;
- (7) Formulate and present a petition for funds to the county commission;
- (8) Purchase or otherwise acquire, own, hold, sell and dispose of real and personal property; and
- (9) Expend its funds in the execution of the powers and authority herein given.

**§7-17A-9. Contributions to joint agencies; funds and accounts of joint agencies; audit by state tax department.**

(a) Contributions may be made to the joint agency from time to time by the county commission of the county or any municipal corporation therein, and by any persons, firms or corporations which desire to do so.

(b) All such funds and all other funds received by the joint emergency services agency shall be deposited in such bank or banks as the joint emergency services board may direct and may be withdrawn therefrom in such manner as the board may direct.

(c) The joint agency shall keep strict account of all its receipts and expenditures and shall submit a quarterly report to the county commission containing an itemized statement of its receipts and disbursements during the preceding quarter.

(d) Within sixty days after the end of each fiscal year, the joint agency shall make an annual report containing an itemized statement of its receipts and disbursements for the preceding fiscal year, and any and all other information which the board may consider pertinent, to the county commission. The annual report shall be published as a Class I legal advertisement in compliance with the provisions of article three, chapter fifty-nine of this code, and the publication area for such publication shall be the county in which the joint agency is formed.

(e) The books, records and accounts of the board are subject to audit and examination by the office of the state Tax Commissioner of West Virginia and by any other proper public official or body in the manner provided by law.

#### **§7-17A-10. Joint agency not regulated by Public Service Commission.**

Any joint agency created pursuant to the provisions of this article is not subject to regulation by the Public Service Commission.

#### **§7-17A-11. Joint agency exempt from taxation.**

Any joint emergency services agency created pursuant to the provisions of this article and, without limitation, its revenues, properties, operations and activities is exempt from the payment of any taxes or fees to the state or any subdivision thereof or to any officer or employee of the state or other subdivision thereof: *Provided*, That this exemption does not apply to the tax imposed by section seven, article twenty-seven, chapter eleven of this code on gross receipts derived from transporting patients by ambulance. Bonds, notes, debentures and other evidence of indebtedness of the joint agency are declared to be issued for a public purpose and to be public instrumentalities and are exempt from taxes.

#### **§7-17A-12. Indebtedness of joint agencies.**

Any obligation or indebtedness of any nature of any joint agency does not constitute an obligation or indebtedness of the county or county commission within the meaning of any Constitutional provision or statutory limitation and does not constitute or give rise to a pecuniary liability of any county or county commission or be a charge against the general credit or taxing power of any county or county commission. The rights of creditors of any joint agency shall be solely against the joint agency as a corporate body and may be satisfied only out of revenues, monies or property received or held by it in its corporate capacity.

#### **§7-17A-13. Conflict of interest prohibited.**

No member of any joint agency, nor any of its officers, employees, agents or consultants, may have any interest in any firm, partnership, corporation, company, association or joint-stock association engaged in the business of providing emergency response services or in the manufacture, sale or lease of emergency response equipment or facilities. No member of any joint agency, nor any of its officers, employees, agents or consultants, may contract with the authority or be interested in, either directly or indirectly, any contract with the joint agency or in the sale of property, either real or personal, to such joint agency.

#### **§7-17A-14. Competitive bids; publication of solicitation for sealed bids.**

A purchase of or contract for all supplies, equipment and materials and a contract for the construction of facilities by any joint agency, when the expenditure required exceeds the sum of ten thousand dollars, shall

be based on competitive sealed bids. Bids shall be obtained by public notice published as a Class II legal advertisement in compliance with the provisions of article three, chapter fifty-nine of this code and the publication area for publication is the service area of the joint agency. The second publication shall be made at least fourteen days before the final date for submitting bids. In addition to publication, the notice may also be published by any other advertising medium the joint agency may consider advisable and the joint agency may also solicit sealed bids by sending requests by mail to prospective suppliers and by posting notice on a bulletin board in the office of the joint agency.

**§7-17A-15. Imposition and collection of fees.**

(a) A county commission may, by ordinance, impose upon and collect from the users of emergency response services within the county reasonable rates, fees, and charges to be collected in the manner specified in the ordinance: *Provided*, That such fees shall be imposed and collected in lieu of, and not in addition to, a special emergency ambulance service fee pursuant to section seventeen, article fifteen of this chapter or a county fire service fee pursuant to section twelve, article seventeen of this chapter. The proceeds from the imposition and collection of any monies under this section shall be deposited into a special fund and used only to pay for reasonable and necessary expenses actually incurred in the establishment, maintenance and operation of a joint emergency services agency pursuant to this article: *Provided*, That a joint emergency services agency receiving funds from monies collected pursuant to this section is not be precluded from making nonemergency ambulance transports.

(b) This section does not prohibit the collection of reimbursement fees for personnel and equipment used in performing emergency response services that are otherwise permitted by this code.

NOTE: The purpose of this bill is to authorize county commissions to create a joint emergency service agency in lieu of an emergency ambulance service authority, county fire association or county fire board.

Strike throughs indicate language that would be stricken from the present law, and underscoring indicates new language that would be added.

§7-17A is new; therefore, strike-throughs and underscoring have been omitted.

Jefferson County Emergency Service Agency Board  
Updated: October 2011

Name	Address	Magisterial District	Affiliation	Notes
Mary Freeman		Kabletown	Public	
Dave Withers		This position does not count in magisterial districts	Fire & Rescue Assoc.	Separate Appointment
Doug Pittinger, Director				
Ed Booher		Charles Town	Citizen	
Alan Williams		Charles Town	Fire	
R.M. Pete Kelley		Shepherdstown	EMS	
Brenda Engle		Kabletown	EMS	
Robert Murto		Shepherdstown	Public	
Paul Rosa		Charles Town	EMS	Resigned
Brendan Soenneken		Harpers Ferry	Public	Resigned
Michael Mood		Middleway	Fire	
Dale Manuel		This position does not count in magisterial districts	Commissioner	
<b>Applicants (cannot be in Kabletown District)</b>				
Dr. Russell Kitchner		Harpers Ferry	Public	will attend

\*With the resignation of Paul Rosa, the JCESA Board can now be corrected to 5 Citizens, 2 Fire & 2 EMS members.

**Sandy McDonald**

---

**From:** "paul rosa" <paul.rosa@frontiernet.net>  
**To:** "Sandy McDonald" <sandy@jeffersoncountywv.org>  
**Cc:** "Pete Kelley" <wvkelley@frontiernet.net>  
**Sent:** Monday, November 21, 2011 8:36 PM  
**Subject:** JCESA Board Membership

I hereby resign from the Jefferson County Emergency Services Agency Board for medical reasons.

Paul M. Rosa

November 15, 2011

Jefferson County Commission  
PO Box 250  
Charles Town, WV 25414

Dear Commissioners,

Please accept my resignation from the Jefferson County Emergency Services Board, effective December 1, 2011. Disagreements with the direction of the board and personal reasons have led me to resign.

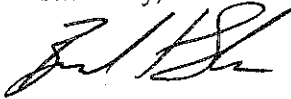
As a community representative to the board I feel that the board should consist of more community representatives and is unevenly comprised of members of the County fire and rescue community who should largely be serving in a non-voting and advisory capacity. In the best interest of the County, it is my parting recommendation that the Commission reconsider the structure of the board.

It is also my recommendation that the Commission and Agency seek to fund enhanced career EMS services (which are most needed) and at the same time provide unified training and resource procurement services for the volunteer fire companies in order that they might fully serve our County with confidence and unity of purpose.

Finally, I do not believe that paid firefighters are needed in the County. Our volunteer companies are perfectly capable of providing fire service. Nor do I believe that the County will require paid firefighters in the future if the full weight of the Agency were to be put toward comprehensive support of the training, procurement and recruitment activities of the volunteer system. What is more, contrary to the findings of our strategic plan, I believe any attempt to add career firefighter services on a piece-meal basis would be counter-productive and a misuse of taxpayer resources.

If you would like to discuss my concerns and observations please feel free to contact me at your convenience. It has been my pleasure to serve on the board and I thank you for the opportunity.

Sincerely,



Brendan Soennecken

PO Box 542  
Harpers Ferry, WV 25425  
(304)261-8178

**RECEIVED**

NOV 16 2011

Jefferson County Commission

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

Name: Nichelle Hosby

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: Dec. 15, 2011

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

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

Subject: **Interviews and Appointment to the Jefferson County Building Commission for an unexpired term ending July 27, 2016.**

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): **move to approve \_\_\_\_\_ to the Jefferson County Building Commission for an unexpired term ending July 27, 2016.**

Attachments:

**Beverly S. Hughes**  
**456 Berridge Drive**  
**Shepherdstown, WV 25443**  
**304-876-3093**  
**304-671-4481**

November 16, 2011

Patsy Noland, President  
Jefferson County Commission  
PO Box 250  
124 E. Washington St.  
Charles Town, WV 25414

President Noland and Members of the County Commission:

As a result of a review of the requirements outlined in West Virginia Code regarding the qualifications to serve as a member of the Building Commission, I find that I am unable to serve due to the contract I currently hold with the Jefferson County Board of Education. Therefore, I regretfully resign from my position on the Building Commission.

I looked forward to serving, but do not want to jeopardize the important work of the Building Commission. My contract with the Board of Education could create a perceived conflict of interest and time should not be wasted with legal issues that may arise from this perceived conflict.

To those members of the Commission who supported my appointment, I thank you for the confidence you placed in me.

Sincerely,

  
Beverly Hughes

**RECEIVED**

NOV 13 2011

Jefferson County Commission

Jefferson County Commission  
Application for Boards, Committees or Commissions

Please type or print information

NAME: Michael M. Johnson (Mickey)  
HOME ADDRESS: 980 Mission Rd. Harpers Ferry, WV 25425  
HOME TELEPHONE NUMBER: (304) 725-9162  
WORK ADDRESS: Retired  
WORK PHONE NUMBER: NONE  
MOBILE PHONE NUMBER: NONE  
E-MAIL ADDRESS: mmjwv@frontier.com  
MAGISTERIAL DISTRICT: Kabletown  
PARTY AFFILIATION: DEMOCRAT  
OCCUPATION: Retired Corporate President  
LENGTH OF RESIDENCY IN JEFFERSON COUNTY: 52 YEARS  
EDUCATION: HIGH SCHOOL Greenbrier Military School  
COLLEGE Shepherd College  
TRADE OR BUSINESS SCHOOL —  
HOBBIES: Collect cards and stamps

NAME OF BOARD, COMMITTEE OR COMMISSION APPLYING FOR:

Jefferson County Building Commission

ORGANIZATION MEMBERSHIPS & POSITIONS HELD: Charles Town Kiwanis  
AS District Governor, Lt Governor, all local offices.

Signature: Michael M. Johnson

Date: 11/21/11

**This application is good for and will be retained for two (2) years in accordance with the Administrative Policies and Procedures Policy. In order to be considered for appointment, a new application must be submitted.**

<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: Ed Hannon & Ed Smith

Department or Entity: 5 Year Plan PR Committee

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: Thursday December 15, 2011

Date Requested – 2<sup>nd</sup> Choice: Thursday December 29, 2011

If a specific date is needed, please provide reason for specific date:  
**Due to the time line this committee is attempting to meet, we are requesting the first available date and time to meet with the Commission.**

Subject:

1. You have all received a copy of the presentation
2. -Enactment of the agreed fees of \$110 for residential and \$.08 per s/f commercial
3. - Approval of additional PR funding

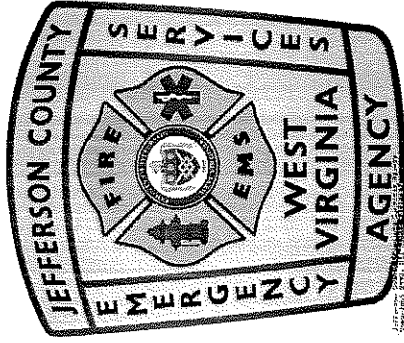
Please provide the County Commission with a description of your request or presentation, including any background information: **This request is the follow-up to PR Committee meeting held on November 29, 2011. At that meeting we reviewed the progress of the PR Committee and plan to continue moving forward with further implementation of the 5 year plan including the fee.**

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

1. **Make a motion to enact the Emergency Service Fee of \$ 110 for residential and \$.08 per square feet commercial.**
2. **Approval of \$5,000.00 pay as you go additional funding for the PR Committee.**

Attachments: Power Point has been sent to each County Commissioner.

# *It's About Saving Lives...*



(Add photo collage of patches, stations and equipment)

*Protecting the lives and property of the citizens of Jefferson County is, and will remain, our NUMBER ONE priority.*

# Executive Summary

- The Jefferson County Emergency Services Agency (JCESA) was established by the Jefferson County Commission in November 2008 as the designated agency to oversee the County's fire suppression and emergency medical services (EMS) to ensure efficient delivery of services to County residents.
- JCESA is an acting agent for Jefferson County to ensure the following:
  - Fire company compliance
  - Secure funding and distribute appropriately
  - Secure and train staff (volunteer and career)
  - Identify and prioritize County Fire and EMS needs

# Executive Summary

- JCESA consists of the following:
  - Jefferson County Fire and Rescue Association which includes:
    - Bakerton Fire Dpt., Bakerton
    - Blue Ridge Fire Co., Shannondale
    - Citizens Fire Co., Charles Town/Ranson
    - Friendship Fire Co., Harpers Ferry
    - Independent Fire Co., Charles Town/Ranson
    - Middleway Fire Co., Middleway
    - Shepherdstown Fire Dpt., Shepherdstown
- JCESA is responsible for establishing funding priorities among the County's 7 member fire companies and administering the funding appropriations and allocations afforded through the County Commission's annual budget and the county's impact fee program, as well as future funding resources
- Jefferson County's all-volunteer fire and EMS services have a long-enduring tradition and proud history of delivering high-quality service

# Current Challenges

- Jefferson County has grown by approximately 27.8% in the past 10 years (current population is 53,955)
- Recruitment and retention of qualified volunteers
- New volunteer training takes 9-12 months because by law all volunteers must meet the same standards of training as career staff, as set by the National Fire Protection Association (NFPA)
- Fire and EMS volunteers are not readily available during weekday business hours
  - They commute outside of the County for work
  - Many employers will not permit their work absence for call response
- Financial burdens associated with operating and maintaining capital-intensive fire and EMS services
- Additional funding is not currently available through the existing County budget
- Community donations have decreased more than 45%
- Existing budget currently allows for limited career staff (EMS)

The Jefferson County Fire and Rescue Association (JCFRA) created a strategic plan that focuses on its *duty* of fire suppression and EMS services in conjunction with the Jefferson County Emergency Services Agency (JCESA), as an agent of the Jefferson County Commission, to sustain and *strengthen* the County's fire and EMS services

# 5-Year Plan

- The County Commission accepted and unanimously approved the 5-year strategic plan
- The plan focuses on the following:
  - Recruiting, training and retaining qualified career staff to supplement volunteer staff
  - Establishing the facility, apparatus and equipment needs of the County's 7 fire companies
    - Apparatus purchase and maintenance
    - Supplies
    - Personnel training
    - Building/station maintenance
    - Insurance (VFIS), workers compensation, fuel, utilities, etc.
  - Securing a consistent revenue stream, which includes necessary local, county, state and federal financial resources to achieve organizational goals
  - To provide sustained service levels and prepare for future County growth

# Solution

- The Jefferson County Commission is proposing enactment of an emergency services fee to fund the 5-year plan:
  - \$110 per property/homeowner annually
  - \$0.08 per s/f commercial annually
- The fee amount, as proposed, meets the funding requirements to implement the 5-year plan
- The fee amount was determined by a consultant who developed an emergency services fee calculation model
- The JCESA reviewed the model and made adjustments to meet the needs of Jefferson County
- Implementation of the emergency services fee is planned for July 2012

# Summary

- Current cost to operate fire and EMS services is \$4.8 million per year
- The proposed emergency services fee will not cover the cost of operations
- The cost to replace the all-volunteer system with career staff would cost the County \$26 million—more than the entire County budget
- The proposed emergency services fee will be used to recruit career staff to supplement the County's all-volunteer system
- The County Commission proposes enacting an emergency services fee to be used in the implementation of the 5-year plan
- JCESA and the fire and EMS volunteers are proud of our long-standing tradition of neighbor taking care of neighbor in times of need
- Our ongoing partnership with the citizens of Jefferson County has provided the foundation upon which our volunteer system was built and continues to grow
- Going forward, we will need your talents, time and resources as we implement this 5-year strategic plan

<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: 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: December 15, 2011

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

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

Subject: Partial release of Letter of Credit #292 for the Avalon Hills Subdivision, Lots 1-14 & Residue Lots A, B, C & D – File #06-24.

Please provide the County Commission with a description of your request or presentation, including any background information: Partial release of Construction Bond security for the Sarah F. Carl Family Limited Partnership - Avalon Hills Subdivision, Lots 1-14 and Residue Lots A, B, C & D (File #06-24) which is secured by Letter of Credit #292 from the Bank of Charles Town, Charles Town, West Virginia. The owner/developer has entered into a Tolling of Bonding Agreement with the County.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize a partial release of Letter of Credit #292 in the amount of \$412,058.00 from the Bank of Charles Town which secures the site stability bond for the Sarah F. Carl Family Limited Partnership - Avalon Hills Subdivision, Single Family Lots 1-14 and Residue Lots A, B, C & D (File #06-24).

Attachments: Bond Release Letter  
Location Map



## JEFFERSON COUNTY COMMISSION

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

Phone: (304) 728-3284 - Fax: (304) 725-7916

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

PRESIDENT

*Patsy Noland*

VICE PRESIDENT

*Dale Manuel*

COMMISSIONER

*Frances Morgan*

COMMISSIONER

*Walt Pellish*

COMMISSIONER

*Lyn Widmyer*

December 15, 2011

Mr. David W. Irvin  
Senior Vice President  
Bank of Charles Town  
P. O. Box 918  
Charles Town, West Virginia 25414

RE: Irrevocable Letter of Credit #292 dated June 20, 2008 for the Sarah F. Carl Family Limited Partnership – Avalon Hills Subdivision, Lots 1-14 & Residue Lots A, B, C & D (File #06-24).

Dear Mr. Irvin:

The Jefferson County Commission authorizes a partial release of \$412,058.00 from the construction bond for the Sarah F. Carl Family Limited Partnership – Avalon Hills Subdivision, Lots 1-14 & Residue Lots A, B, C & D (File #06-24), for a new site stability bond amount of \$10,000.00. This project is located on the north side of Roper North Fork Road (Route 340/3) east of its intersection with Route 340 (Berryville Pike). Sarah F. Carl Family Limited Partnership/Sarah Carl Metz has entered into a Tolling of Bonding Agreement with Jefferson County.

In summary, you are hereby authorized to reduce the amount of the above referenced Irrevocable Letter of Credit, originally issued in the amount of \$422,058.00 to \$10,000.00 which will now serve as the site stability bond. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Patricia N. Noland, President  
Jefferson County Commission

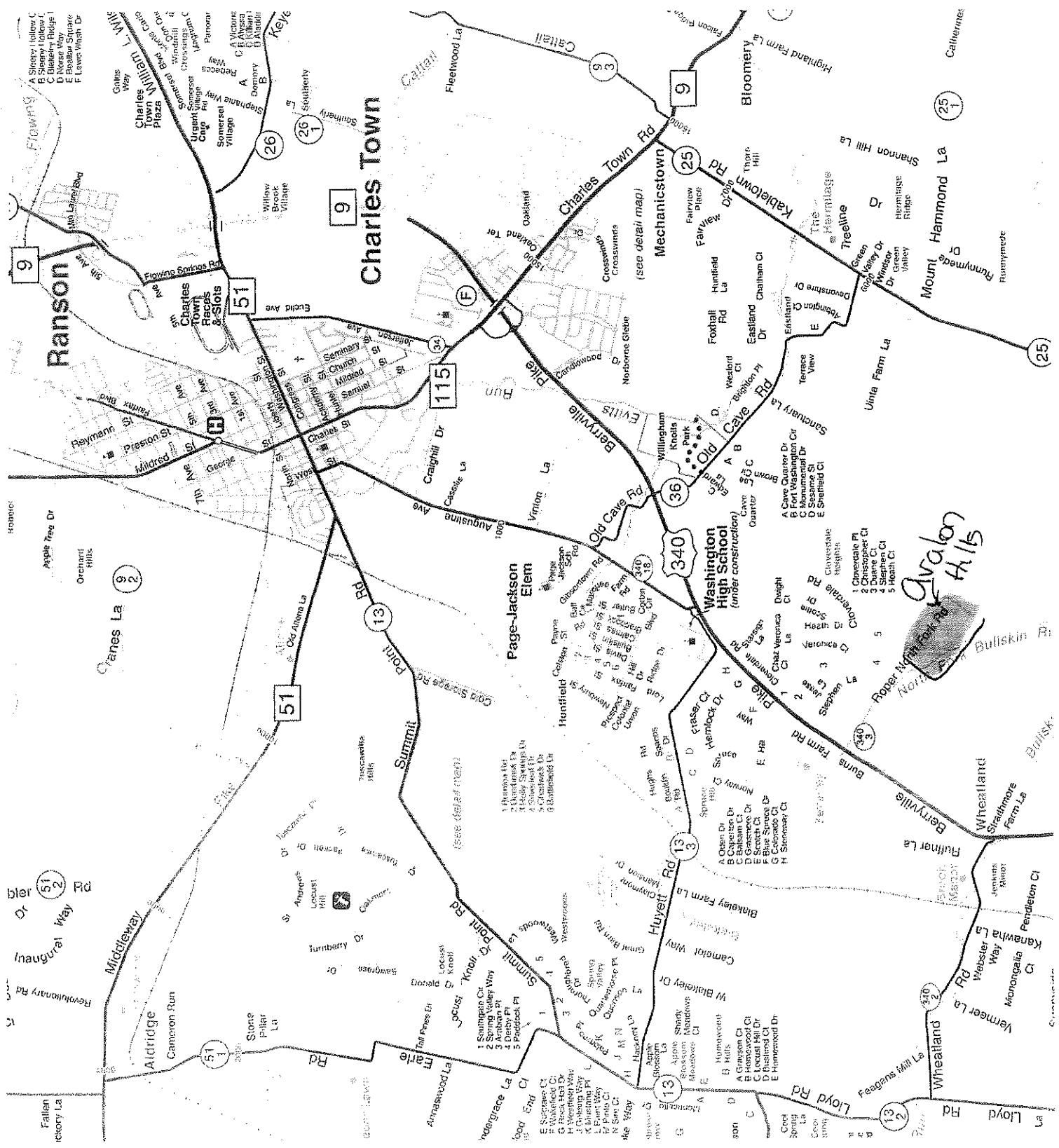
PAN:rfb

cc: Ms. Sarah Carl Metz  
Sarah F. Carl Family Partnership  
14707 Essington Road  
Rockville, MD 20853  
Department of Engineering

COUNTY ADMINISTRATOR  
*Tim Bowde*

DEPUTY COUNTY ADMINISTRATOR  
*Sandy Shusher McDonald*

# Charles Town



Washington High School  
(under construction)

Ovalon Hills

- A Skowry Hollow C
- B Skowry Hollow C
- C Blakely Ridge 1
- D Norair Way
- E Eschaw Square
- F Lutwac Wash Dr

- A Somersal Village
- B Somersal Village
- C Somersal Village
- D Somersal Village
- E Somersal Village
- F Somersal Village

- A Winton La
- B Winton La
- C Winton La
- D Winton La
- E Winton La
- F Winton La

- A Old Cave Rd
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- C Old Cave Rd
- D Old Cave Rd
- E Old Cave Rd
- F Old Cave Rd

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- B Page-Jackson Elem
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- F Page-Jackson Elem

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

**Name:** F. Mark Schiavone

**Department or Entity:** DCPM

**Estimation of amount of time needed for appointment:** 15 min

**Date Requested – 1<sup>st</sup> Choice:** 15 December 2011

**Date Requested – 2<sup>nd</sup> Choice:** 5 January 2012

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

**Subject:** Presentation of Draft Affordable Housing Impact Fee Waiver

**Please provide the County Commission with a description of your request or presentation, including any background information:** Following passage of §7-20-7A a working group representing the County, Board of Education, and private interests was formed with the purpose of drafting a set of recommendations to accommodate affordable housing within the impact fee program. The attached study discusses a broad range of options and concludes with a specific proposed waiver program.

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

**Attachments:** Staff report on Affordable Housing and Impact Fees

# **Affordable Housing Working Group Report**

Department of Capital Planning & Management

**15 December 2011**

## **Executive Summary**

This report contains a brief overview of the methods other jurisdictions have employed to achieve a reduction in impact fees for affordable housing. The review includes exemptions, exclusions, waivers and forgivable loans. Specific issues arising from the implementation of WV Code §7-20-7a are outlined and include a potential loss of impact fee funding amounting to 26%.

Following the brief review this report discusses available options for Jefferson County. It finishes with a staff recommendation that would focus on a definition of affordable housing that includes all forms of manufactured homes. The recommendation is to apply a *de minimus* approach that would limit the number of units eligible annually. This number would be based on specific assumptions that keep the unfunded capital expansion needs at 5% of annual growth.

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## Review of Affordable Housing Relief Programs and Options

Generally local jurisdictions employ methods to address relief from impact fees based upon their legislative grant of authority. This section briefly reviews various approaches used nationally to address affordable housing and reductions in impact fee schedules.

### 1.0 Exemptions

These are granted when new development does not create a new impact. For example, exemptions from school impact fees in an age-restricted community. Jurisdictions working under legislation modeled after the dual rational nexus test (such as West Virginia) can create these exemptions based upon local findings alone but there must be a rationally based determination to justify creating an exemption. Specific exemptions for affordable housing are rare since nearly all housing creates specific demand generators.

## 2.0 Exclusions

A development within a certain area may be excluded from impact fees when alternatives to impact fees are available. These are usually specific areas such as community improvement districts, empowerment or enterprise zones. Dekalb County Georgia has contemplated such exclusions where, for example, tax financing in a zone can be applied to fund a type of infrastructure such as public water. In such a zone a water/sewer impact fee wouldn't apply as new development would be within the water/sewer fee exclusion zone. There are currently no active TIF zones in Jefferson County.

## 3.0 Waivers

There are two types of grant of authority involving waivers: Outright and Substitute Revenues.

Outright grants of waivers are enabled in Colorado, Nevada, New Mexico, Pennsylvania, Rhode Island, Texas, Vermont and Wisconsin. In these states a jurisdiction may create a waiver without the requirement that the waived fees be recovered using other funds.

Substitute Revenues are required by the majority of states, including West Virginia. In these jurisdictions an entity that waives any or all of an impact fee must identify alternative funds to be used to make up the difference. In West Virginia the authority to waive all or part of an impact fee is found §7-24-7(c):

Each county shall assess impact fees pursuant to a standard formula so as to ensure fair and similar treatment to all affected persons or projects. *A county commission may provide partial or total funding from general or other nonimpact fee funding sources for capital improvements and public services directly related to new development, when such development benefits some public purpose, such as providing affordable housing and creating or retaining employment in the community.* (italics added)

Thus, Jefferson County may create a system of waivers provided the County identifies and utilizes some other non-impact fee funds to offset the waiver. We essentially do this with the extreme hardship exemption by limiting the number of exemptions processed each calendar year by tagging the amount of exemption (waiver) processed to the amount of interest accrued in each of the fee category accounts.

Atlanta, Georgia has devised an unusual approach to waivers. They enjoy a high level of service for parks & recreation and public safety. The city declared the level of service standard to be *below* the current level (excess capacity) and thus were able to account for waivers by treating them as credits against this differential. This is an extremely rare form of impact fee accounting and is not recommended for adoption in Jefferson County, especially since none of our impact fee capital categories could be considered to have excess capacity.

### 3.1 De Minimus Effect Waivers

Recently the president of the board of directors for the Growth and Infrastructure Consortium, Tyson Smith (of the law firm White & Smith LLC Planning & Law Group) has devised a form of waiver that may work for jurisdictions which fall under the Substitute Revenue requirement.

In *de minimus* accounting the waivers are managed without explicitly identifying alternative funding sources. The local government instead conducts a finding that the total number of waivers in a given year is so small as to not effectively impact the total fees collected and hence the ability of that fee category to react to new growth.

Smith has provided sample language to be used in an ordinance that supports the *de Minimus* approach:

On an annual basis, the County will review the impact fee accounts to determine the effect of affordable housing waivers on the County's ability to develop planned public improvements and to maintain the adopted level of service (LOS) standard for public facilities. If it is established that the affordable housing waivers granted during the previous year will not diminish the County's ability to maintain the adopted LOS standard, no action is necessary. However, if it is established that, due to the granting of affordable housing impact fee waivers, the impact fee accounts are insufficient to maintain adopted LOS standards, the County will transfer non-impact fee funds into appropriate impact fee or capital improvement accounts in amounts sufficient to maintain adopted LOS standards.

### 4.0 Forgivable Loans

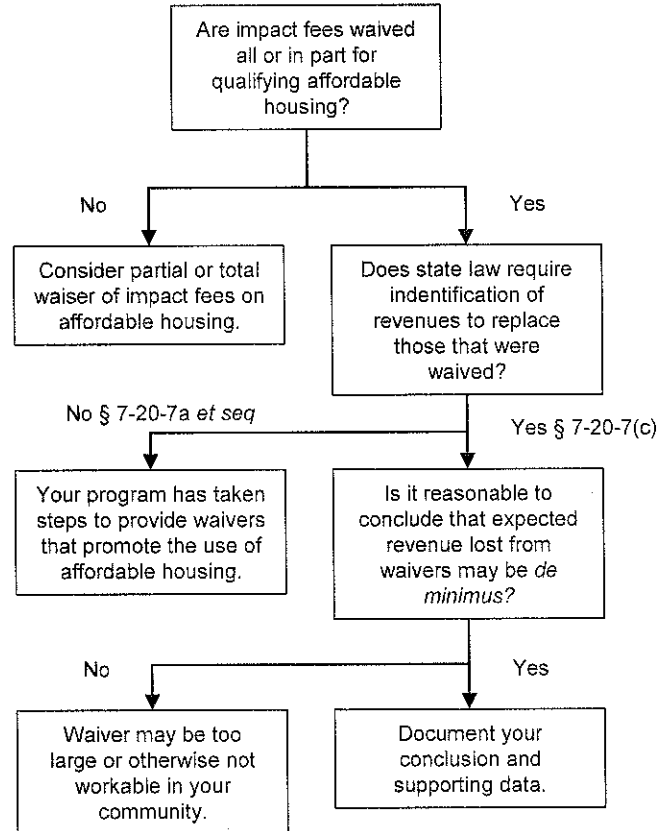
A small number of jurisdictions utilize this approach. The basic method is to provide the funds up front to pay the impact fee(s) on an affordable house. In some instances, the loan is generally short term (5 years is common) and is usually waived at the end of the 5-year period if the original owner is still the primary occupant. Otherwise at the sale of the dwelling unit (within the term of the loan) none of the loan is forgiven and the full amount is due at closing.

A second approach is to provide a longer term loan (15 years in Martin County Florida). The loan is due in full at the end of the term or upon transfer of the property to a second owner. Forgivable loans are utilized mainly in Florida counties, although Atlanta Georgia and some New Mexico jurisdictions employ this approach. Because West Virginia counties are specifically forbidden to engage in multi-year loans this approach is not an option.

## Summary

The flow chart below is adapted from *A Guide to Impact Fees and Housing Affordability*<sup>1</sup> and summarizes the various mechanisms as discussed above.

**Figure 1. General Approach to Affordable Housing Waivers**



## Fiscal Impact Analysis

The current state of the Local Powers Act is that it now contains two contradictory sections that both address affordable housing. The original law (1990) includes §7-20-7(c) which requires Counties to identify replacement revenues. In 2011 an additional section was added (7-20-7a et seq) which requires Counties to apply a ratio for new home sales values that are below the average cost for new homes. This ratio is then used to determine a reduced impact fee. The newer code completely lacks reference to the older section and is agnostic regarding replacement fees.

Regardless of whether Jefferson County is expected to identify replacement revenues, one can create an estimate of the fiscal impact on the various public entities for whom impact fees are collected. An analysis involving real data from CY 2009 to September

<sup>1</sup> Nelson, A.C., L.K Bowles, J.C. Juergensmeyer and J.C. Nicholas. 2008. *A Guide to Impact Fees and Housing Affordability*. 294 pp. Island Press.

2011 was conducted. The results are summarized below. Appendix 1 contains a detailed methodology of the analysis, which involved merging data sets from the Department of Capital Planning and Management and the Assessor's Office.

Within the period Jan 2009 to September 2011 (roughly 2.75 years):

- There were 145 single family non-exempt new homes and 88 non-exempt town homes for a total of 239 new dwelling units.
- The total fees collected for these new residential dwelling units was \$2,763,534, of which single family constituted \$1,895,150 and town homes \$868,384 in collected fees.
- From the methodology outlined in Appendix 1, had §7-20-7a been in effect during this time period, a total of \$2,039,034 in discounted fees would have been collected. Of which:
  - 94 of 145, or 64% of all single family homes would have some discount applied.
  - 28 of 88, or 32% of all town homes would have some discount applied.
- The loss in impact fee revenue for this time period would total \$724,500. Assuming the rough percentage each fee category is to the total fee collected, the following table outlines the rough total lost revenue over the past 2.5 years vs the average yearly loss. Note that it is assumed that these data represent the *lowest* calculated values given the very sluggish rate of new home construction for the past 2.5 years.

**Table 1. Calculated Revenue Loss**

	% Fee Total	Loss (2.5yr)	Loss/year
Schools	88%	637,560	231,840
Law	1%	7,245	2,635
Parks&Rec	6%	43,470	15,807
Fire&EMS	5%	36,225	13,173

### Commentary

The calculated discount (e.g. lost revenue) in impact fees amounts to a 26% reduction in collected impact fees (\$2,039,034 vs. \$2,763,534). The absolute loss/year as presented in the previous table reflects a potential loss in collected fees during a period of an unprecedented drop in new residential housing construction. Readers are thus advised to use the 26% reduction as a starting point when considering any policy/finance implications to this approach. Had the previous 2.75 years been more similar to the 2.75 years preceding this study period the absolute loss to revenues in these categories would have been 2-3 times higher, reflecting the 2-3 times greater activity in the new home construction market.

## Technical Issues

Any approach to creating an affordable housing special fee schedule will be met with some technical difficulties. There are two issues that immediately arise: definitions and implementation.

### Defining Affordable Housing

There is a lack of a clear, single definition of what affordable housing is. Amazingly, the term isn't defined anywhere in West Virginia Code, not even in §31-18A-3 which addresses definitions for the Affordable Housing Trust Fund. The new code section §7-20-7a also fails to define affordable housing.

At the Federal level, the Department of Housing and Urban Development (US HUD) manages three affordable housing programs:

- The HOME Program is a state-administered block grant that defines affordable housing based on an income test for potential beneficiaries. Their total family income may not exceed 50% of the HUD-adjusted mean income. In Jefferson County for 2011, a four-person family meets the Low Income threshold at \$61,200 and the 60% Limit at an annual income of \$45,900.
- SHOP (Self-Help Homeownership Opportunity Program) is limited to community-based non-profit organizations and consortia. The program only funds land acquisition and infrastructure improvements. The grantees are expected to provide the sweat-equity to construct their own homes. Presently there are 4 grantee organizations. Only Habitat for Humanity could potentially serve Jefferson County.
- Home Ownership Zones (HOZ) are limited to urban areas and focus on the reuse and rehabilitation of blighted areas. Potential beneficiaries must have total incomes that do not exceed 80% of the HUD-determined mean income.

West Virginia manages the Housing Development Fund. This organization provides affordable mortgages, mainly to first-time home buyers. The program isn't specifically targeted toward affordable housing as, for example, the income test for a 4-person family in Jefferson County for 2011 is \$102,900 and the home sale price may not exceed \$656,775.

A quick review of programs in other jurisdictions finds that localities define affordable housing based on an income test, the closing cost value of the home, or a blend of both. In general the income test, based on values published by US HUD are the most frequently-referenced values<sup>2</sup>.

Thus, although nearly all jurisdictions define affordable housing by an income test for the potential home owners, §7-20-7a requires Jefferson County to use home sale price instead. The code requires that a ratio based on the sale price relative to the mean home

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<sup>2</sup> For US HUD tables visit:  
<http://www.hud.gov/offices/cpd/affordablehousing/programs/home/limits/income/2011/>

value in the county be used to determine a fee discount, this creates a continuum of affordable housing rather than a threshold.

## **Implementation**

The implementation of an affordable housing fee waiver/reduction is problematic regardless of whether Jefferson County adopts an income or final home value test.

The obvious problem using the housing sale price approach is dealing with potential differences between the stated price at the time the building permit and impact fees are being processed and the final sale price. The County lacks a mechanism to track the final sale price of specific parcels, so acquiring the information poses a problem. Further, if the final sale price is higher than the initially declared price the county lacks a clear mechanism for legal recourse. The only situation that does not apply to this problem involves manufactured homes. In all cases the unit must be purchased prior to its installation, so the county could require that a sales receipt be produced before the final occupancy permit is granted.

Issues also arise regarding the income-test approach. It is assumed that the individual applying for the fee reduction will in fact be the occupant of the affordable house, and it is also assumed that their income will not substantially change for some period of time during the initial occupancy. Neither of these conditions can be controlled by the County and if either change (wealthier occupants are the first to move in – rather than the initial applicant, or the initial applicant receives a major increase in income immediately after occupying the house), the County lacks any clear legal recourse.

## **Review of Approaches to Achieve an Affordable Housing Exemption**

The County has several options available to achieve the goal of enacting some form of an affordable housing fee schedule. In addition to the problems discussed in the previous section, each suggested approach has potential legal or financial drawbacks.

### **Implement Affordable Housing as Specified in §7-20-7a**

This approach would involve a strict read of the new code section and would ignore §7-20-7(c). Thus there would be no concern for replacement revenue. The drawback to this approach is that all fee entities would see a roughly 20-25% reduction in collected fees. Over time this reduction would result in a concomitant decline in the current level of service standard, unless public bonds or some revenue stream beyond the County Commission were identified. The contradictory language between this section and the original may also create an issue that the courts would ultimately address. There are additional legal and technical concerns, addressed in the section on ignoring §7-20-7a.

### **Implement §7-20-7a and §7-20-7(c).**

If the current new code is not modified, this approach may be the most legally defensible in that it addresses the issue of replacement revenue. The County could either: (1) set a limit to the amount of affordable housing waivers/fee reductions permitted each year and base this limit on an amount of funds set aside in a replacement revenue account, or (2) monitor the ongoing magnitude of fee reductions and transfer monies into a replacement revenue fund at some frequency to maintain parity. The drawback to the second approach is that there is potentially no limit to the amount of monies required to maintain the replacement revenue fund. The benefit to either approach is that the County would be in a good position to defend any legal challenges to the affordable housing ordinance. The drawback is that general fund revenues would be required to maintain the revenue replacement account.

### **Ignore §7-20-7a**

This new code has several problems as it currently reads. Although it directs the County to create a ratio-based fee reduction schedule (§7-20-7a (b)), the fee reduction is based on the new home value (e.g. final sale price), which is a metric the county has absolutely no control over. Creation of a bureaucracy to monitor and enforce declared vs. final sale value would be problematic and may result in substantially increased costs to the County (e.g. legal fees, additional staff work, etc). This code also directs the county to “take into account all the different types of housing” (c.f. §7-20-7a (c)) and this passage could liberally be interpreted to direct the county to simply justify, via a financial analysis, that such an affordable housing fee schedule isn’t affordable, or to apply a greatly smaller fee reduction schedule than that dictated in 7-20-7a (b). Finally, although the obvious intent was to include consideration for “mobile homes” the code directs the reader to the definition of such structures in §17a-1-1 (transportation code). That code defines these structures as being those constructed prior to 1976. Given this definition it is highly unlikely that the County will see many mobile homes that fall under any fee waiver.

### **Create a fee reduction schedule and account for collected interest as replacement revenue.**

This is the approach the County chose when drafting the extreme hardship addition to the Impact Fee Procedures Ordinance (2003-1). The total amount of waived fees in any given year may not exceed the total amount of interest collected in each fee category. Thus, this approach does consider replacement revenue through accounting of accrued interest.

This approach would be dependent upon the amount of interest collected in each fee category, which is itself dependent upon three factors: (1) the current interest rate, (2) the amount of account principal as it relates to the frequency/magnitude of draw down (e.g. requisitions), and (3) the amount of account principal as it relates to fee collection (e.g. new construction activity).

A historic analysis of this approach is provided in Table 2. For each fee category/calendar year the total accumulated interest is presented, alongside of the category fee (for single

family detached) collected at that time. The three right-most columns present the effective number of waivers/exemptions that could be applied either as 100%, 50% or 25% reductions in the fee schedule.

**Table 2. Interest-Based Waiver Accounting – Number of Effective Possible Waivers**

Account	Calendar Year	Total Interest	Effective Fee Schedule	Effective Full Waivers	Effective 50% Waivers	Effective 25% Waivers
Schools	2004	4,452	7122.00	0.63	1.25	0.83
	2005	75,130	7279.00	10.32	20.64	13.76
	2006	247,349	9877.00	25.04	50.09	33.39
	2007	297,776	10655.00	27.95	55.89	37.26
	2008	176,925	11358.00	15.58	31.15	20.77
	2009	48,933	11358.00	4.31	8.62	5.74
	2010	20,291	11358.00	1.79	3.57	2.38
	2011	8,922	11358.00	0.79	1.57	1.05
	<b>3107582 Total</b>	<b>879,778</b>				
Law Enforcement	2005	178	120.00	1.48	2.97	1.98
	2006	1,411	127.00	11.11	22.22	14.81
	2007	3,024	135.00	22.40	44.81	29.87
	2008	2,510	262.00	9.58	19.16	12.77
	2009	506	262.00	1.93	3.86	2.58
	2010	524	262.00	2.00	4.00	2.67
	2011	307	262.00	1.17	2.34	1.56
	<b>3120120 Total</b>	<b>8,461</b>				
Parks & Rec	2005	339	662.00	0.51	1.02	0.68
	2006	7,424	696.00	10.67	21.33	14.22
	2007	15,423	751.00	20.54	41.07	27.38
	2008	16,348	752.00	21.74	43.48	28.99
	2009	3,755	752.00	4.99	9.99	6.66
	2010	2,032	752.00	2.70	5.40	3.60
	2011	1,352	752.00	1.80	3.60	2.40
<b>3122808 Total</b>	<b>46,673</b>					
Fire & EMS	2005	279	536.00	0.52	1.04	0.69
	2006	6,344	566.00	11.21	22.42	14.95
	2007	17,338	603.00	28.75	57.50	38.34
	2008	20,901	698.00	29.94	59.89	39.93
	2009	11,457	698.00	16.41	32.83	21.89
	2010	6,552	698.00	9.39	18.77	12.52
	2011	2,562	698.00	3.67	7.34	4.89
<b>3122816 Total</b>	<b>65,433</b>					
<b>Grand Total</b>	<b>1,033,229</b>					

One way to manage such a scheme would be to make affordable housing waivers/fee reductions contingent upon an annual projection of interest collection in each fee category. The affordable housing schedule would be applied on a first come, first served basis and once a year's worth of waivers were exhausted (and unless the County Commission identified additional funding sources) no further fee waivers would be applied until the following calendar year.

### **Apply a *De minimus* Approach to Waivers**

This approach was discussed on Page 4 and effectively argues for a specific number/amount of waivers that the public body justifies as being too small to create any adverse fiscal impact on the fee category. This is in contrast to the straightforward application of §7-20-7a (discussed on Page 8) that, without alternative revenue identified would result in a calculated 20-25% reduction in fee collection. In the *de minimus* approach the Commission would determine a number of new residential dwelling units, by housing unit type, which is sufficiently small so as to not effectively limit the various fee category entities from their ability to maintain the current level of service. There are no guidelines for this number. It is recommended that the governing body consider a range of alternatives and choose an option that can be justified as having little or no effect on the ability to maintain the current level of service.

Two such scenarios are presented in Table 12. This table lists by calendar year, the number of new single family and town homes constructed, along with the total fees collected. The % Waiver column assumes a policy decision where full waivers are applied to 5% of all new construction. The neighboring column presents the magnitude of the unrecoverable revenue loss for that approach. The column titled ABS takes an absolute approach: 10 waived single family homes and 10 waived town homes per year. Again, the lost revenue for this approach is presented in the right-most column.

**Table 3. Selected *de minimus* Scenarios**

Year	Land Use Type	Count	Total Fees	Percent	% Waiver	Abs	Abs Waiver
2004	Single Family	270	1,922,940	13.50	96,147	10	71,220
	Town Home	5	22,248	0.25	1,112	10	44,496
2005	Single Family	323	2,551,016	16.15	127,551	10	78,979
	Town Home	22	137,215	1.10	6,861	10	62,370
2006	Single Family	256	2,705,048	12.80	135,252	10	105,666
	Town Home	57	472,941	2.85	23,647	10	82,972
2007	Single Family	213	2,339,242	10.65	116,962	10	109,824
	Town Home	66	449,750	3.30	22,488	10	68,144
2008	Single Family	108	1,324,920	5.40	66,246	10	122,678
	Town Home	39	384,852	1.95	19,243	10	98,680
2009	Single Family	75	905,702	3.75	45,285	10	120,760
	Town Home	50	488,600	2.50	24,430	10	97,720
2010	Single Family	91	1,129,894	4.55	56,495	10	124,164
	Town Home	39	380,252	1.95	19,013	10	97,501
2011	Single Family	63	766,578	3.15	38,329	10	121,679
	Town Home	34	332,912	1.70	16,646	10	97,915

### Apply a *de minimus* Approach Based on Housing Unit Type

In this approach, the County would identify manufactured housing (both single- and double-wide) as being affordable housing units (the County may wish to further restrict the definition based on purchase price). One issue already addressed with manufactured housing is that it must be purchased, much like an automobile, prior to siting the structure. This condition immediately circumvents the problem discussed on Page 9 (under the topic of ignoring §7-20-7a) of having to deal with determining the market value of a structure *before* it is built.

A review of the residential permit data from the Department of Engineering<sup>3</sup> indicates that although manufactured homes do account for a sizeable number of dwelling unit replacements (thus fully exempt from impact fees), in the time period between 2009 and September 2011 there were 3 new double wide and 2 new single wide manufactured homes permitted as new residential construction. Because there are few existing

<sup>3</sup> Report on building permit activity for new manufactured housing: 2009-2011. Kim Sisk, Permitting Clerk, Department of Engineering. Dated 18 October 2011.

subdivisions intended to accept manufactured housing, an automatic limit is placed on the total number of new manufactured homes that are processed under any affordable housing waiver/exemption.

Adopting such a limited *de minimus* approach for manufactured homes may help offset some of the financial issues generally associated with this housing type, namely (1) most financial institutions do not consider these units to be equivalent to so called stick-built homes thus forcing future homeowners to secure financing terms at unfavorable rates, (2) these structures do not enjoy the same level of increased equity that many stick-built structures realize, and (3) units placed in a mobile home park sit on land assessed as Class III or IV, double the rate for owner-occupied structures on owner-owned parcels. Landlords in such mobile home parks have little recourse but to pass these higher tax rates onto their tenants.

## Staff Recommendation

Staff has considered the benefits and potential problems for each approach as outlined in the previous sections. The recommendation is to apply a limited *de minimus* approach to a specific housing unit type: manufactured homes. The choice for this single type of housing unit is based on the following points:

1. Manufactured homes are well defined in State Code (c.f. §17A-1-1 *et seq*). The fact that manufactured homes are associated with a vehicular title clearly distinguishes them from modular and standard frame-constructed homes.
2. Manufactured homes require a different inspection protocol by building inspectors. Any attempt to change the housing unit type from manufactured home to standard construction following a grant of reduced impact fee will be noticed at final inspection.
3. New manufactured homes are associated with a sales receipt, thus the purchase price is known before final occupancy. Older manufactured homes are associated with a mobile tag number (and a title), and are appraised by the Assessor's Office. These facts eliminate the difficulty of reconciling final value at the time of building permit application as laid forth in §7-20-7A.
4. Manufactured housing is already at an economic disadvantage relative to standard housing in several areas: (A) Mortgages are typically difficult to obtain, (B) insurance is typically difficult to obtain, (C) many manufactured home owners rent the land underneath the dwelling unit, and (D) it is widely recognized that this housing unit type rarely appreciates with time (unlike most standard housing units). Thus focusing only on this housing unit type implicitly recognizes these economic disparities.

The *de minimus* approach would grant full or partial waivers from the School Impact Fee based on a ceiling which would be determined annually. The ceiling would be determined as follows:

1. The Impact Fee Coordinator would annually project the total number of new school aged children expected due to new residential construction. This projection would be based on an estimate of the number of expected new residential dwelling units and would use the most recent pupil generation data. The estimate of new residential dwelling units would be the same values as are used to project cash flows for each of the fee categories. These projections are published with the Annual Report each January.
2. The Impact Fee Coordinator would use the most recent pupil generation data for manufactured housing to determine equivalent number of new manufactured homes that would not exceed the number of new school aged children by 10% of the value estimated in the prior step.
3. To determine the annual number of new manufactured homes permitted under this program that would not exceed a 5% annual increase in unfunded school aged children, the Impact Fee Coordinator would either;
  - a. Calculate the number of manufactured homes that would bring 10% of the total anticipated school aged children into the community and set a 50% fee reduction (thus the fee would fund 5% of growth and the remainder would be a *de minimus* unfunded component). For example, if in CY 2012 the projected total number of new school aged children is 33, and the pupil generation for a manufactured home is 0.3, then 11 new manufactured homes would be permitted, each paying 50% of the calculated school impact fee.

Or,

  - b. Calculate the number of manufactured homes that would bring 5% of the total anticipated school aged children into the community and waive the school fee for those new dwelling units. For example, if in CY 2012 the projected total number of new school aged children is 33, and the pupil generation for a manufactured home is 0.3, then 5 new manufactured homes would be permitted under a fully-waived fee.
4. In either case the program would begin annually in February, following publication of the Annual Report on Impact Fees. The number of allotted affordable housing reductions/waivers would be issued on a first come/first served basis and be linked directly to building permit applications.
5. If in any given year the total number of affordable housing waivers is not used, they expire at close of business on the last business day in December of that year.

## Appendix 1. Analysis of New Sales Housing Costs

### Task 1. Interlinking DCPM and Assessor Data

The analysis involved working with two data sets: (1) the IF3 domain contains all new residential building permit data. This domain was queried using the following SQL statement in order to obtainancy.218

n legal description of all parcels that were residential, not exempt and from CY 2008 forward. The LandUseType field differentiates between single family detached and town homes:

```
SELECT Year(ApplicationDate), ProcessNumber, LandUseType, TaxDistrict,  
TaxMap, TaxParcel  
FROM tblapplicationinformation  
WHERE ApplicationDate>'2008' AND ExemptionRequested=0 AND  
LandUseClass='Residential'  
ORDER BY ApplicationDate;
```

The resulting dataset was exported into MS Excel and a VBA code procedure was created to merge the TaxDistrict, TaxMap and TaxParcel fields into a format required by the Assessor's Office. The schema required follows the form:

XX...Y000Z000Q000	
XX	2-digit tax district number
...Y	4-character Tax map – right justified with leading spaces
000Z	4-digit Tax parcel – right justified with padded zeros.
000Q	4-digit parcel extension – right justified with padded zeros
0000	Future reserved use. Ignore but pad w/ 4 zeros

The code required to create the 18-character assessor code is:

## Sub ConvertData()

'this procedure runs through 499 rows of IF3 output and converts TaxDistrict, TaxMap, and TaxParcel data  
'into a format read by the Assessor's office. The intent is to match closing cost of new homes with ProcessNumber and Year.

```
Sub ConvertData()  
Dim rng As Range 'used to cycle between rows 2 and 500.  
Dim strDistrict As String '2-digit tax district number. IF3 also stores space and  
name of district  
Dim strMap As String ' 4-char right justified blank padded map number/letter  
Dim strParcel As String ' 4-char right justified zero padded parcel. IF3 parcels  
are w/o periods or left of any period  
Dim strSubParcel As String ' 4-char right justified zero padded sub parcel. IF3 stores  
subparcels ONLY as parcels to right of a period.  
Dim intPointer As Integer 'general purpose integer for position of some characters  
Dim intLength As Integer 'general purpose integer for length of some strings  
  
For Each rng In ActiveSheet.Range("A2:A500")  
    'Get TaxDistrict  
    strDistrict = Left(rng.Offset(0, 3).Value, 2)  
  
    'Get TaxMap  
    intLength = Len(rng.Offset(0, 4).Value)  
    Select Case intLength  
        Case 1  
            strMap = Space(3) & rng.Offset(0, 4).Value  
        Case 2  
            strMap = Space(2) & rng.Offset(0, 4).Value  
        Case 3  
            strMap = Space(1) & rng.Offset(0, 4).Value  
        Case 4  
            strMap = rng.Offset(0, 4).Value  
    End Select  
  
    'Get Parcel/Sub Parcel. Processing depending upon whether a period is present or not.  
    intPointer = InStr(rng.Offset(0, 5).Value, ".")  
    If intPointer = 0 Then 'no subparcels present  
        intLength = Len(rng.Offset(0, 5).Value)  
        Select Case intLength  
            Case 1  
                strParcel = "000" & rng.Offset(0, 5).Value  
                strSubParcel = "0000"  
            Case 2  
                strParcel = "00" & rng.Offset(0, 5).Value  
                strSubParcel = "0000"  
            Case 3  
                strParcel = "0" & rng.Offset(0, 5).Value  
                strSubParcel = "0000"  
            Case 4  
                strParcel = rng.Offset(0, 5).Value  
                strSubParcel = "0000"  
        End Select  
    Else 'there is a sub parcel here. intPointer notes the location of the period.  
        strParcel = Left(rng.Offset(0, 5).Value, intPointer - 1)  
        Select Case Len(strParcel)  
            Case 1  
                strParcel = "000" & strParcel  
            Case 2  
                strParcel = "00" & strParcel  
            Case 3  
                strParcel = "0" & strParcel  
            Case 4  
                strParcel = strParcel  
        End Select  
    End If  
End For
```

```

End Select

strSubParcel = Mid(rng.Offset(0, 5).Value, intPointer + 1)
Select Case Len(strSubParcel)
    Case 1
        strSubParcel = "000" & strSubParcel
    Case 2
        strSubParcel = "00" & strSubParcel
    Case 3
        strSubParcel = "0" & strSubParcel
    Case 4
        strSubParcel = strSubParcel
End Select

End If

'now put everything together
rng.Offset(0, 6).Value = strDistrict & strMap & strParcel & strSubParcel

Next
End Sub

```

## Task 2. Fiscal Analysis

The Assessor's office was able to return an additional column, sales price, based on interlinking on the new district/map/parcel/subparcel identifier. At this stage, the worksheet data were manipulated as follows:

- The analysis filtered on CY 2009, 2010., and 2011. The fee schedules for 2008 were different and would complicate the analysis.
- Outlying data were identified and rendered as text rather than numbers. This preserved the data yet afforded a method to exclude the outliers from any further analysis. Sales less than \$40,000 and more than \$1 million were excluded. In the former case it is suspected that the various parties under-reported the value of the transaction. In the latter case the parcel had not yet been further subdivided. Higher-than-average values do not affect the next stages of the analysis as the formulae applied only affected sales values less than \$250,000, which is the average market value for the years under investigation.
- To identify what fees would have been collected, two new columns were created – one to analyze single family detached and the other to manage town homes. In these column cells the following formulae were applied:
  - =IF(AND(ISNUMBER(K348),D348="Single Family"),13070,0)
  - =IF(AND(ISNUMBER(L348),D348="Town Home"),9868,0)

The formula apply the value \$13,070 or \$9,968 to the appropriate cell if the row data are numeric and single family or town home, respectively.
- A third column was created to simply merge the single family or town home fees. The column total was checked against the sum of the single family and town home columns to verify accuracy.
- Against this merged column a formula was applied to calculate a discount based on the ratio of difference between sales price and average market value, only for those homes with a sales price under \$25,0000. This formula is expressed:
  - =IF(K404<250000,N404\*(K404/250000),N404)

The formula reads: If the sales price is less than \$250,000 then calculate a impact fee as the fee collected times the ratio between the sales price and the market average, otherwise calculate an impact fee as the fee collected.

The result of the analysis are as follows<sup>4</sup>:

- Between 2009 and 2011 a total of \$2,763,534 in both single family (\$1,895,150) and townhome (\$868,384 ) fees were collected.
- Had §7-20-7a been in effect throughout this period, a total of \$2,039,034 in discounted fees would have been collected.
- The loss in revenue to the various entities would be \$724,500. The breakdown, based upon the rough percentage of each fee as it relates to the total fee is contained in the following table:

	% Fee Total	Loss (2.5yr)	Loss/year
Schools	88%	637,560	231,840
Law	1%	7,245	2,635
Parks&Rec	6%	43,470	15,807
Fire&EMS	5%	36,225	13,173

<sup>4</sup>Data saved to workbook 2011 10 18 NewHomes\_2009to2011\_run2.xls

Commission Office Use Only  
 Date on Agenda: 12/1/11  
 Appt Time or New Business: 10:45 AM

AGENDA REQUEST FORM

~~12-1-11~~  
 APPROVED  
 POSTPONED  
 TO 12-15-11

Name: Mark Dyck

Department or Entity: President, Jeff Co Development Authority

Estimation of amount of time needed for appointment: 10 minutes

Date Requested - 1<sup>st</sup> Choice: 12/1/2011

Date Requested - 2<sup>nd</sup> Choice: 12/8/2011

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

Subject:

Present resolution from JCDA Board of Directors regarding lifting Impact Fees.

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

TO PRESENT A MOTION REGARDING COMMERCIAL IMPACT FEES AS PASSED BY THE JCDA. THE JCDA REQUESTS THAT THE JC COMMISSION PASS A MOTION REFLECTING THE ONE FORWARDED BY THE JCDA

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

Attachments:

Resolution

**NOTICE OF PUBLIC HEARING  
COUNTY COMMISSION OF JEFFERSON COUNTY  
IMPACT FEES**

The County Commission of Jefferson County will hold a public hearing concerning Impact Fees on Wednesday, December 14, 2011 at 7:00 p.m. in County Commission meeting room located at the Old Charles Town Library Meeting Room on the ground floor of the Library, 200 East Washington Street, Charles Town, WV 25414.

The purpose of this public hearing is to gather public input on the proposal by the Jefferson County Economic Development Authority to suspend the Law Enforcement and Fire & EMS impact fees for new commercial development for a minimum period of 2 years.

The decision will be made at County Commission meeting on Thursday, December 15, 2011.

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

**Board of  
Directors  
2011-2012**

Mark Dyck  
President

Howard Mills  
Vice President

Ann Paonessa  
Secretary/Treasurer

James D. Campbell

Linda Case

Helen Dettmer

Paul Espinosa

Annette Gavin

Ira Hale

Conrad C. Hammann

Joshua Householder

Eric Lewis

Howard Mills

P. David Mills

Walter Fellish

James A. Tolbert

**Staff**

Vacant  
Executive Director

Shepherd Ogden  
Agriculture  
Development Officer

Elizabeth Wheeler  
Administrator, JC  
Farmland Protection  
Board

Whitney Barrett  
Research Assistant

Lane Donley  
Administrative  
Assistant

PO BOX 237  
CHARLES TOWN  
WV25414

304.728.3255  
f. 304.725.3133

WWW.JCDA.NET

**JEFFERSON COUNTY**  
DEVELOPMENT AUTHORITY

**Resolution**

**Whereas**, the Jefferson County Development Authority (JCDA) was created to encourage and support economic development and job growth in Jefferson County, and

**Whereas**, the JCDA was also created to develop, market and sell real estate in Jefferson County's Burr Business and Industrial Park, and

**Whereas**, the economy of the United States, West Virginia and Jefferson County have been experiencing a well-documented downturn for the past several years, and

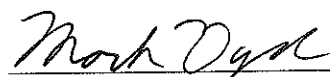
**Whereas**, given current economic conditions, Jefferson County must be more aggressive in competing for expanding or relocating businesses, and

**Whereas**, the costs associated with expanding or relocating a business within or to Jefferson County makes Jefferson County less competitive with neighboring areas, and

**Whereas**, several studies have found that commercial or industrial projects and properties pay more in taxes and fees and add more economic value in wages and cash injections to the local economy than the cost of the government services they require, and

**Whereas**, the JCDA believes that it could successfully market a temporary reduction in certain costs associated with expanding or relocating a business within or to Jefferson County to gain a competitive edge over the next two to four years,

**Now therefore be it resolved**, that the Jefferson County Development Authority requests that the Jefferson County Commission consider the elimination of all impact fees on non-residential projects for a period of not less than twenty-four (24) to forty- eight (48) months.

  
\_\_\_\_\_  
Mark Dyck, President

November 16, 2011

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

**AGENDA REQUEST FORM**

Name: Elizabeth Wheeler

Department or Entity: Jefferson County Farmland Protection Board

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: December 15, 2011

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

If a specific date is needed, please provide reason for specific date:  
We are scheduled to close the easement on **December 29**, and have only a small window of opportunity to complete the transactions.

Subject: Approval of one deed of easement for the American Battlefield Protection Program and farmland conservation easement.

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

The attached easement (OO) is ready to close in December. Matching funding is provided for all easements through the National Park Service / American Battlefield Protection Program and the Jefferson County Farmland Protection Program. Easement OO contains a significant donation of value by the landowner. The easement is for 73 acres, with a cost to the JCFPB of \$35,000.00. The easement will be co-held by the Land Trust of the Eastern Panhandle.

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 and the American Battlefield Protection Program of one conservation easement on the property in Jefferson County owned by the following person: R.C. Henshaw.

Attachments: Map of easement location; 1 deed of easement

## **DEED OF CONSERVATION EASEMENT**

This **DEED OF CONSERVATION EASEMENT** ("**Conservation Easement**") made this        day of        , 2011, by and between Wilbob Farms, Inc., of 5885 Middleway Pike, Kearneysville, WV, the party of the first part, hereinafter referred to as the "Grantor", and THE JEFFERSON COUNTY FARMLAND PROTECTION BOARD ("FPB") having its mailing address at P. O. Box 731, Charles Town, WV 25414-0731, and THE LAND TRUST OF THE EASTERN PANHANDLE, INC., a West Virginia corporation ("Land Trust") having its mailing address at P. O. Box 2240, Martinsburg, WV 25402, parties of the second part hereinafter collectively referred to as the "Grantees." For purposes of this agreement, references to the rights, duties and obligations of the Grantor apply equally and in full force to any successors in interest to the Grantors (such successors and the Grantors hereinafter sometimes collectively referred to as "Property Owner").

### **WITNESSETH:**

WHEREAS, the Grantor, is the owner in fee simple of certain parcels of real property which have agricultural, historic, scenic, natural, open-space and aesthetic values in their present state which have not been subject to extensive development or exploitation, which property is located in Middleway District, Jefferson County, West Virginia, and consists of approximately 73 acres more particularly described in Exhibit A attached hereto and incorporated herein by this reference, hereinafter called the "Protected Property"; and

WHEREAS, The Grantees are "Holders" as defined under West Virginia Code §20-12-1 et. seq. empowered to hold perpetual conservation and preservation easements in Jefferson County, West Virginia; and

WHEREAS, the Land Trust is a non-profit corporation incorporated under the laws of the State of West Virginia as a tax exempt public charity under Section 501(c)(3) and 509(a)(2) of the Internal Revenue Code of 1986, as amended (or any successor section) and the regulations promulgated thereunder, ("Code") qualified under Section 170(h) of the 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; and

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

WHEREAS, the Protected Property, which consists of unimproved farmland and woods, provides "open space (including farmland and/or forestland)" as that phrase is used in P. L. 96-541, 26 USC § 170(h)(4)(A)(ii), that benefit the general public, specifically through the preservation of prime agricultural land, maintenance of cropland, and pastureland and the practice of soil and water conservation measures; and

WHEREAS, the Protected Property is an "historically important area" as that phrase is used in 26 USC § 270(h)(4)(A)(iv), specifically being land that lies approximately half in the core area and half in the study area of the Battle of Smithfield Crossing as determined by the Civil War Sites Advisory Commission (the "CWSAC"), which Commission was appointed by Congress and the Secretary of the Interior in 1990 to identify and evaluate the United States' historically significant battlefield sites; and

WHEREAS the Battle of Smithfield Crossing, which has been given a Priority II.4, Class D rating by the CWSAC, occurred on August 29, 1864, at the beginning of General Sheridan's Shenandoah Valley Campaign, when two Confederate infantry divisions crossed Opequon Creek at Smithfield (now Middleway) and forced back a Union cavalry division back along what is now the Middleway Pike, on which the property is situated, necessitating use of a Union infantry division to stop the Confederate advance

WHEREAS, preservation of the Protected Property; is pursuant to clearly delineated Federal and local governmental conservation policies and will yield a significant public benefit, specifically permanent protection of nationally significant historic landscape and permanent protection of prime agricultural land; and

WHEREAS, the National Park Service's American Battlefield Protection Program ("ABPP") under the authority of the American Battlefield Protection Program Authorization of 2009 (16USC 469k-1), awarded a grant from the Land and Water Conservation Fund to the Jefferson County Farmland Protection Board to acquire this easement and, as such, is subject to paragraph 6(f)(3) of the Land and Water Conservation Fund Act (16USC460L-8(f)(3): and

WHEREAS, in accordance with the American Battlefield Protection Authorization and with paragraph 6(f)(3) of the Land and Water Conservation Fund Act, lands and interests in land acquired with the Land and Water Conservation Fund assistance can be converted to a use other than conservation only upon the written permission of the Secretary of the Interior, acting through the ABPP, and only upon the substitution of other land of equal market value and usefulness for conservation/recreation purposes to be perpetually protected for conservation purposes;

WHEREAS, the specific conservation values of the Protected Property are more particularly documented in an Easement Documentation Report, prepared by the Grantees and signed and acknowledged by the Grantor on this date, establishing the baseline condition of the Protected Property at the time of this grant and including reports, maps, photographs, and other documentation, and to be used for the purpose of monitoring compliance with the terms thereof; and

WHEREAS, the Grantor and Grantees have the exclusive common purpose of conserving the above-described conservation values of the Protected Property by means of placing restrictions on the use which may be made of the Protected Property in perpetuity; and

WHEREAS, the State of West Virginia has authorized the creation of Conservation Easements pursuant to the West Virginia Conservation and Preservation Easements Act, West Virginia Code §20-12-1 et Seq., and the West Virginia Voluntary Farmland Protection Act, West Virginia Code §8A-12-1 et Seq. (2004), and Grantor and Grantees wish to avail themselves of the provisions of that law;

NOW THEREFORE, the Grantor, for and in consideration of the facts above recited and of the mutual covenants, terms, conditions and restrictions herein contained does hereby give, grant, bargain, sell and convey unto the Grantees a Conservation Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth, and the Grantees accept the said Conservation Easement.

1. **Purpose.** It is the purpose of this Conservation Easement to assure that the Protected Property will be retained in perpetuity predominately in its present natural, scenic, open space condition to protect the land involved in the Battle of Smithfield Crossing; and to prevent any use of the Protected Property that will impair or interfere with the conservation values or interests of the Protected Property described above, including the prime, unique and

other productive soils. Grantor intends that this Conservation Easement will confine the use of the Protected Property to such activities as are consistent with the purpose of this Conservation Easement.

2. **Prohibited Uses.** Any activity on or use of the Protected Property inconsistent with the purpose of this Conservation Easement is prohibited, and any other activity on or use of the Protected Property which is consistent with the purpose of this Conservation Easement but which would result in destruction of other significant conservation interests is also prohibited unless such other activity on or use of the Protected Property is necessary for the protection of the purpose of this Conservation Easement. Any activity on or use of the Protected Property that would result in the conversion of the protected Property to a new use without the express permission of the Secretary of the Interior acting through the ABPP is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited except as provided in paragraph 3, below:

2.1 **Structures.** Construction or placement of any building or other permanent structure, whether for residential or agriculture purposes, on the Protected Property is prohibited; except as permitted in paragraph 3.4 below..

2.2 **Mining.** The exploration, development, mining, surface mining or extraction of soil, sand, gravel, mineral, oil, gas or any other substance from the Protected Property is prohibited.

2.3 **Waste.** Dumping or storage of trash, garbage, abandoned vehicles or machines or other material on the Protected Property is prohibited. However, composting of biodegradable material used or produced on the Protected Property to improve gardens, pastures, or cropland is permitted so long as composting and its application is consistent with guidelines of the US Department of Agriculture-NRCS.

2.4 **Surface Water.** There shall be no pollution, alteration, depletion or extraction of surface water, natural water courses, lakes, ponds, wetlands, subsurface water or any other water bodies, nor shall there be activities conducted on the Protected Property, which would be detrimental to water purity, or which could adversely affect natural water level and/or flow in or over the Protected Property.

2.5 Motorized Vehicles. The use of motorized vehicles, boats, and aircraft is prohibited, except that motorized vehicles may be used as necessary for agricultural operations on the Protected Property.

2.6 Commercial Forestry. There shall be no commercial forestry on the Protected Property. The harvesting of timber, either existing naturally on the Protected Property or grown for commercial purposes, for trade or profit shall be prohibited. The growing of Christmas trees, orchards and nursery stock; or the removal, sale and renewal of such, shall not be deemed to be commercial forestry or harvesting of timber. In addition, ornamental plants and woodland products grown for human consumption are not considered commercial forestry or harvesting of timber. Nothing in this paragraph shall prohibit the right to cut and remove dead trees, to cut emergency fire breaks, to cut and remove storm damaged trees that cannot be saved or that pose a danger to people or vehicles, to cut firewood or fence posts for use of Grantors, or to control invasive, exotic species, such as the tree of heaven. Diseased or insect-infected trees may be removed subject to a written evaluation by a qualified forester and approval of the Grantees. If significant portions of forested land require conversion to open field, such as in the event of a natural disaster or other necessity, Grantor must receive written approval from Grantee indicating that the proposed removal and disposal of timber will not harm or destroy the battlefield's historic setting, nor any character defining landscape features, nor any archeologically significant deposits, sites or features within the area to be cleared.

2.7 Roads and Impervious Surfaces. No portion of the Protected Property shall be paved or otherwise covered with impervious surfaces. 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, the area covered by permanent or nonpermanent structures, macadam and pavement, gravel and stone driveways and parking areas. The existing gravel driveway to the existing residence that is part of the property but not included in the easement can be maintained by usual means, including grading and addition of new gravel as necessary. Also, the entrance from this gravel driveway onto State Rt. 51 may be relocated, either by constructing a parallel lane along Rt. 51 to the new entrance or by entirely relocating the gravel driveway. In no case will the width of the gravel driveway exceed the existing 12 feet.

2.8 Utilities. Installation, maintenance, repair, replacement, removal or relocation of electric, gas, water and wind power facilities, sewer lines, or other public or private utilities, including telephone or other communications services over or under the Protected Property is prohibited, except as necessary to serve the Protected Property and the existing

residence and associated outbuildings, and uses permitted by this Conservation Easement, including the agricultural purposes in accordance with paragraph 3.1 below. Notwithstanding the preceding sentence, the construction or installation of telecommunications structures, including towers, buildings, antennas, satellite and microwave dishes and any other telecommunications support facilities are prohibited on the Protected Property.

2.9 Signs. Except for "no trespassing" signs, "for sale" signs and signs identifying this Conservation Easement, its funding from the LWCF, and the owner of the Protected Property, all other signs, advertisements and billboards of any nature are prohibited. The permitted signs may not exceed nine (9) square feet each.

2.10 Topography. Ditching, draining, diking, filling, excavating, removal of topsoil or sand, gravel or rock on the Protected Property is prohibited under this Conservation Easement, except when done in accordance with guidelines of the U.S. Department of Agriculture - Natural Resources Conservation Service (NRCS) and the area impacted does not exceed one (1) acre in total and is restored within a reasonable time period. Also, no grading, blasting or earth removal is permitted without prior written approval of the West Virginia Division of Culture and History that it will not diminish or impair the conservation values of the Property.

2.11 Commercial and Industrial Activities. Non-agricultural commercial and industrial activities and structures are prohibited. Agricultural structures allowable under paragraph 3.4 below shall not be considered commercial or industrial structures. In any event, any use of the Protected Property which may be considered to be commercial shall be subordinate to and directly supportive of the use of the Protected Property as a farm for farming purposes.

2.12 Recreation. "More than *a de minimus* use for commercial recreational activity", as such phrase is used in Section 203 1 (c)(8)(B) of the Code, is prohibited. Commercial recreational uses shall not include personal recreational uses as defined under paragraph 3.1 below.

2.13 Subdivision. The Protected Property may never be divided, partitioned or subdivided by any present or future owner.

2.14 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 space 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 the 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.

2.15 Protection of Historic Features: Archeologically significant deposits, sites, or features on the Protected Property shall not be intentionally disturbed or excavated except by or under the supervision of a professionally qualified archeologist and provided that plans for such archeological activity have been submitted to, and approved in writing by the West Virginia Division of Culture and History (DCH) or its successor organization prior to any ground disturbing activities. Artifacts and objects of antiquity professionally excavated from archeological deposits, sites, or features on the Protected Property shall be treated and preserved according to the guidelines and standards of the DCH. The Grantor shall take all reasonable precautions to protect archeological deposits, sites, or features on the Protected Property from looting, vandalism, erosion, mutilation, or destruction from any cause. Ground disturbing activity or earth removal may require archeological survey or investigation if, in the opinion of the Grantees, such ground disturbing activity or earth removal may impact archeologically significant deposits, sites, or features on the property. Archeological survey or investigation may be undertaken on the Property only if a scope of work for such survey or investigation is reviewed and approved in writing advance by the WV DCH and only if said survey or investigation is performed in accordance with the Secretary of the Interior's Standards for Archeological and Historic Preservation and under the supervision of a professionally qualified archeologist meeting or exceeding the Secretary of the Interior's Standards for Archeology and Historic Preservation. Any such survey or investigation shall be designed to protect, preserve or recover archeologically significant deposits, sites, or features in the area of the proposed ground disturbing activity. Artifacts and objects of antiquity recovered from the Property shall remain in Grantor's possession. Grantor may choose to donate any or all artifacts and objects of antiquity to Grantees or to another educational or museum organization with WV DCH's approval.

3. **Grantor's Reserved Rights.** The Grantor hereby reserves the following rights:

3.1 **Quiet Enjoyment and Agricultural Uses.** The right to undertake or continue any activity or use of the Protected Property not prohibited by this Conservation Easement, and consistent with the purposes of the Conservation Easement. The Property Owner has the right to benefit from all aspects of the quiet enjoyment of the Protected Property not inconsistent with the

purposes of the Conservation Easement. The Property Owner has the right to engage in any and all personal recreational uses of the Protected Property, including but not limited to hiking, touring, camping, biking, and hunting, that require no development or disturbance of the land. The Property Owner may engage in any and all agricultural uses of the Protected Property.

(a) These agricultural uses include the production of plants and animals useful to man, including, but not limited to, forage, grain and field crops; pasturage, beef cattle, dairy and dairy products; swine; 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; any secondary agricultural activity, including but not limited to farm mechanics, blacksmithing, riding instructions or related activities; and the processing and storage of the agricultural products produced principally on the Protected Property.

(b) Any temporary structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Protected Property or other properties managed by the Grantor which do not create an impervious surface shall be considered an agricultural use of the land. No permanent agricultural structures shall be constructed on the Protected Property; however, fences, loafing sheds and watering troughs are permitted.

(c) Activities or businesses undertaken for charitable or educational purposes or to foster agritourism may be conducted on the Protected Property in order to foster rural economic uses while protecting the rural character of the Protected Property. Such activities or businesses must be compatible with and supportive of the rural character and Conservation Values of the Protected Property, and must remain incidental and subordinate to and directly supportive of the use of the Protected Property as a farm for farming purposes.

(d) Non-agricultural commercial and industrial structures and uses are prohibited. Activities or businesses undertaken for charitable or education purposes or to foster agritourism may be undertaken on the Protected Property; no permanent structures are permitted on the Protected Property.

(e) Accommodation of tourists and visitors shall not take place on the Protected Property, except for rural recreational activities such as hayrides, corn mazes, etc.

(f) Accommodation of overnight guests shall not take place on the Protected Property.

(g) Any commercial operation of dune buggies, motorcycles, all terrain vehicles, hang gliders, aircraft (including helicopters and planes and related structures such as helicopter pads and landing strips), jet skis, motorized boats or any other types of mechanized vehicles (other than farm equipment) whether or not considered to foster agritourism shall be prohibited.

(h) 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 shall be prohibited

3.2 Conveyance. The right to sell, give, mortgage, lease, or otherwise convey the Protected Property, provided such conveyance is subject to the terms of this Conservation Easement and written notice is provided to Grantees in accordance with Paragraph 18.5 below.

3.3 Residential Dwellings and Structures. The Grantor, Grantees and ABPP acknowledge that no residential dwellings or other permanent structures currently exist on the Protected Property.

3.4 Agricultural Structures. The right to construct place and maintain minor (de minimus) agricultural structures such as watering troughs, feeding stations or loafing sheds on the Protected Property. Temporary structures contributing to the production, primary processing, direct marketing and storage of agricultural products produced principally on the Protected Property which do not create an impervious surface shall be considered an agricultural use of the land. Permanent structures shall not be constructed on the Protected Property.

3.5 Farm Roads. The right to use and maintain existing farm roadways, which are dirt, on the Protected Property and to construct such additional such roadways as may be necessary in the future for continued agricultural use of the Protected Property or for access to

property of the Grantor not included in the Protected Property, provided that no additional gravel roads may be added.

3.6 Well and Septic. The right to install well and septic drain fields solely for the benefit of residential structures on adjacent property owned by the Grantor, and to use and maintain an existing drain field on the Protected Property for such purposes without further permission from the Grantees.

3.7 Limitation and Notification. Provided, however, that the rights reserved in paragraphs 3.1 and 3.4 above shall be subject to the prohibition contained in Section 2.11 above, and written notice shall be provided by Grantor to Grantees in accordance with paragraph 18.5 below before exercise of any such reserved rights.

4. Grantees' Rights. To accomplish the purpose of this Conservation Easement, the following rights are conveyed to the Grantees by this Conservation Easement:

4.1 Preservation. The right to preserve and protect the conservation values of the Protected Property.

4.2 Right of Entry. The right to enter the Protected Property at all reasonable times and, if necessary, across other lands retained by the Grantors, for the purposes of (a) inspecting the Protected Property to determine if the Grantors are complying with the covenants and purposes of this Conservation Easement; (b) enforcing the terms of this Conservation Easement; and (c) taking any and all actions with respect to the Protected Property as may be necessary or appropriate, with or without order of court, to remedy or abate violations thereof.

4.3 Enforcement. The right to prevent any activity on or use of the Protected Property that is inconsistent with this Conservation Easement and to require the restoration of such areas or features of the Protected Property that may be damaged by any inconsistent activity or use, pursuant to paragraph 10. In the event of a proposed conversion of the Protected Property to a use other than those specified herein, the Grantees will consult with the West Virginia Division of Culture and History (DCH). If, following that consultation, the Grantees determine that conversion is appropriate, the Grantees shall, in accordance with Section 6(f)(3) of the Land and Water Conservation Fund Act (16 USC 460L-8(f)(3)), propose such conversion to the Secretary of the Interior acting through the ABPP. Any such proposal shall also include the proposed mitigation for the conversion. The proposal shall

also include a letter from DCH setting out its opinion on the advisability of the proposed conversion and the adequacy of the proposed mitigation. The Secretary shall approve such conversion only if he finds it to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions as he deems necessary to assure the substitution of other appropriate properties of at least equal fair market value and of reasonably equivalent usefulness and location.

4.4 Periodic Onsite Inspections. The Grantees are responsible for periodic onsite inspections and for receiving notice in writing of any pending changes in usage of the Protected Property that may result in a conversion to other than uses specified herein.

4.5 Multiple Grantees: Rights and Obligations. The Land Trust shall have the primary responsibility for stewardship and monitoring of this Conservation Easement, determining if a violation has occurred, and for approving any amendments with the prior approval of the American Battlefield Protection Program to the Conservation Easement. These duties may be fulfilled directly by the Land Trust or its agent. The Land Trust will share with the other parties to this Conservation Easement monitoring and stewardship information, including but not limited to written notices and monitoring reports. The Land Trust is responsible for any costs incurred in enforcing the terms of the Conservation Easement, including any attorney's fees and any costs of a suit. The Land Trust can recover cost from the responsible Protected Property Owner(s) or third party. The Land Trust and the FPB shall make every good faith effort to determine a unified course of action should a potential or actual violation of the Conservation Easement arise. The FPB shall have the right to enforce the terms of the Conservation Easement if the Land Trust becomes unable or refuses to enforce the Conservation Easement, or if the FPB in its sole discretion finds that Land Trust's enforcement action or consent fails to protect the conservation purposes of this Conservation Easement. In such case where the FPB individually enforces the terms of the Conservation Easement without the agreement or consent of the Land Trust, then the FPB shall be individually responsible for its own costs but can recover those costs in the same manner as permitted to the Land Trust.

5. Access. The parties hereby acknowledge that the Protected Property is visible from a public right-of-way (WV Rt. 51, Middleway Pike), and that members of the general public may view the Protected Property from said right-of-way. Consequently, unless

expressly provided herein, nothing contained in this Conservation Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Conservation Easement.

6. **Costs and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of comprehensive general liability insurance coverage. Grantor shall keep the Grantees' interest in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor. Grantor agrees to release, hold harmless, defend and indemnify Grantees from any and all liabilities which Grantees may suffer or incur as a result of or arising out of the activities of Grantor on the Protected Property, including, but not limited to, the violation of any environmental laws. Grantees agree to release, hold harmless, defend and indemnify Grantor from all liabilities including but not limited to injury, losses, damages, judgments, costs, expenses and fees which Grantor may suffer or incur as a result of or arising out of the activities of Grantees on the Protected Property.

7. **Taxes.** The Grantor agrees to pay any real estate taxes or other assessments levied on the Protected Property. If the Grantor becomes delinquent in payment of said taxes or assessments, such that a lien created against the land is to be executed upon, any of the Grantees, at its option, shall, after written notice to the Grantor, have the right to purchase and acquire the Grantor's interest in said Protected Property by paying funds to discharge said lien or delinquent taxes or assessments, or to take such other actions as may be necessary to protect the Grantees' interests in the Protected Property and to assure the continued enforceability of this Conservation Easement.

8. **Title.** The Grantor covenants and represents that the Grantor is the sole owner and is seized of the Protected Property in fee simple and has good right to grant and convey the aforesaid Conservation Easement; that the Protected Property is free and clear of any and all liens and encumbrances, including but not limited to, any mortgages not subordinated to this Conservation Easement, that no party other than the Grantor is in possession or is entitled to possession under a lease or otherwise of the Protected Property,

and that the Grantees shall have the use of and enjoy all of the benefits derived from and arising out of the aforesaid Conservation Easement.

9. **Hazardous Waste.** The Grantor covenants and represents that to the best of its knowledge no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property.

10. **Grantees' Remedies.** In the event that any of the Grantees become aware of a violation of the terms of this Conservation Easement, the Grantees may give notice to the Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition at the time of this grant. Grantor agrees that the Easement Documentation Report shall be deemed to provide objective information concerning the Protected Property's condition at the time of this grant. Any breach of the terms of this Conservation Easement by the Grantor shall entitle any of the Grantees to bring an action at law or equity in a court of competent jurisdiction seeking any and all remedies available, including but limited to: enforcement of the terms of this Conservation Easement; requiring the restoration of the Protected Property to its previous condition; enjoining such non-compliance by ex parte temporary or permanent injunction in a court of competent jurisdiction; and/or to recover any damages arising from such noncompliance. Such damages, when recovered, may be applied by any of the Grantees, in its sole discretion, to corrective action on the Protected Property. If such court determines that the Grantor has failed to comply with this Conservation Easement, Grantor shall reimburse Grantees for any reasonable costs of enforcement, including costs of restoration, court costs and reasonable attorney's fees, in addition to any other payments ordered by such court.

10.1 **Emergency Enforcement.** If any Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the conservation values of the Protected Property, the Grantee may pursue its remedies under this paragraph without prior notice to Grantor or without waiting for the period for cure to expire.

10.2 Violations Due to Causes beyond Grantors' Control. Nothing herein shall be construed to entitle the Grantees to institute any enforcement proceedings against the Grantor for any changes in the Protected Property due to causes beyond the Grantor's control, such as changes caused by fire, flood, storm, earthquake or the unauthorized wrongful acts of third persons. In the event of violations of this Conservation Easement caused by unauthorized wrongful acts of third persons, at Grantees' option, Grantor agrees to assign its right of action to Grantees, to join in any suit, and/or to appoint Grantees its attorney-in-fact for the purposes of pursuing enforcement actions.

10.3 Standing. By virtue of the Grantees' acquisition of rights under this Conservation Easement, any Grantee shall be entitled, at its option, to standing before appropriate courts of law to pursue remedies or other matters which are necessary or incidental to the protection of the Protected Property.

10.4 Costs of Enforcement. Any costs incurred by Grantees in enforcing the terms of this Conservation Easement against 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 Conservation Easement shall be borne by Grantor. If Grantor prevails in any action to enforce the terms of this Conservation Easement, Grantor's costs of suit, including, without limitation, attorneys' fees, shall be borne by Grantees. Any costs incurred by Grantees in enforcing the terms of this Conservation Easement against any third party shall be borne by Grantees.

10.5 Forbearance. Forbearance by any Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantees of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantees' rights under this Conservation Easement. No delay or omission by Grantees 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.

11. Parties Subject to Conservation Easement. The covenants agreed to and the terms, conditions, and restrictions imposed by this grant shall not only be binding upon the Grantor but also its future lessees, agents, personal representatives, successors and

assigns, and all other successors to Grantor in interest and shall continue as a servitude running in perpetuity with the Protected Property. The term "Grantor" shall include the Grantor and the Grantor's heirs, executors, administrators, successors and assigns and shall also mean the masculine, feminine, corporate, singular or plural form of the word as needed in the context of its use. The term "Grantees" shall include the Jefferson County Farmland Protection Board and its successors and assigns; The Land Trust of the Eastern Panhandle, Inc. and its successors and assigns; and the ABPP and its successors and assigns

12. **Subsequent Transfers.** The Grantor agrees that the terms, conditions, restrictions and purposes of this grant or reference thereto will be inserted by Grantor in any subsequent deed or other legal instrument by which Grantors divest either the fee simple title or possessory interest in any part or all of the Protected Property; and Grantor further agrees to notify Grantees of any pending transfer at least thirty (30) days in advance.

13. **Merger.** The Grantor and Grantees agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Protected Property.

14. **Assignment.** The parties hereto recognize and agree that the benefits of this Conservation Easement are in gross and assignable, and each of the Grantees hereby covenant and agree that in the event it transfers or assigns the Conservation Easement it holds under this indenture, the organization receiving the interest will be an eligible donee as that term is defined in Treasury Regulation Section 1.170A-14(c), which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Code, and each 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 contribution was originally intended to advance. The FPB covenants and agrees, in addition, that it will only transfer its interest in the conservation easement to a public conservation or preservation agency.

15. **Extinguishment.** The conveyance of this Conservation Easement gives rise to a property right immediately vested in Grantees with a fair market value equal to the proportionate value that the Conservation Easement at the effective date hereof bears to the

value of the Protected Property as a whole at that time. That proportionate value of the Grantees' right shall remain constant. If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, whether in whole or in part, upon approval by the Secretary of the Interior acting through the ABPP in accordance with the requirements of section 6(l)(3) of the Land and Water Conservation Fund Act and by judicial proceedings in a court of competent jurisdiction. The amount of the proceeds to which the Grantor and Grantees shall be entitled, after the satisfaction of prior claims and the requirements of Section 6(l)(3) of the Land and Water Conservation Fund Act, from any sale, exchange, or involuntary conversion of all or any portion of the Protected Property subsequent to or as a result of such termination or extinguishment, shall be determined in accordance with the formulas below, unless applicable state law provides that the Grantors are entitled to the full proceeds without regard to the terms hereof. If the Conservation Easement is extinguished or terminated, in whole or in part, then ABPP, the Farmland Protection Board and the Land Trust are together entitled to a share equal \_\_\_\_\_ percent ( %) of the gross sale proceeds representing an amount equal to the ratio of the appraised value of this Conservation Easement to the unrestricted fair market value of the Protected Property as these values are determined on the date of this Conservation Easement. Of that \_\_\_\_\_ per cent, the ABPP shall get fifty (50) percent, the Land Trust, twenty (20) per cent, the Farmland Protection Board thirty (30) percent. The Grantor is entitled to \_\_\_\_\_ ( ) percent of the gross sale proceeds or condemnation award. The ABPP, the Farmland Protection Board and the Land Trust shall each use their share of the proceeds for land conservation in a manner consistent with the conservation purposes set forth herein. In making this Conservation Easement, Grantor has considered the possibility that uses prohibited by the terms of this Conservation 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 believes that any such changes in the use of neighboring properties will increase the benefit to the public of continuation of this Conservation Easement, and Grantor and Grantees intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement.

16. **Eminent Domain.** Whenever all or part of the Protected Property is taken in exercise of eminent domain by public, corporate, or other authority so as to abrogate the

restrictions imposed by this Conservation Easement, the Grantor and the Grantees shall join in appropriate actions at the time of such taking to recover the full value of the taking and all incidental or direct damages resulting from the taking, which proceeds shall be divided in accordance with the proportionate value of the Grantees' and Grantor's interests, and the Grantees' proceeds shall be used as specified above. Approval of the Secretary of the Interior acting through the ABPP in accordance with the requirements of Section 6(f)(3) of the Land and Water Conservation Fund Act will be required. All expenses incurred by the Grantor and the Grantees in such action shall be paid out of the recovered proceeds.

17. **Conversion or Diversion.** Grantor and Grantee intend that this Easement be perpetual and acknowledge that no part of the property may be converted or diverted from its open-space use except in compliance with the provisions of paragraph 10.1-1704 of the Open-Space Land Act, which does not permit loss of open-space, and if approved by the Secretary of the Interior, acting through the ABPP, in accordance with paragraph 6(f)(3) of the Land and Water Conservation Fund Act. In the event of a proposed conversion of the Property to a use other than those specified herein, Grantor shall consult with Grantee. If following that consultation, Grantee determines that conversion is appropriate, Grantee shall, in accordance with paragraph 6(f)(3) of the Land and Water Conservation Fund Act (16USC 4601-8(f)(3)), propose such conversion to the Secretary of the Interior, acting through the ABPP. Any such proposal shall include the proposed mitigation for the conversion. The proposal shall also include a letter from the Grantee setting out its opinions on the advisability of the proposed conversion and the adequacy of the proposed mitigation. The Secretary shall approve such conversion only if he or she finds it to be in accord with the American Battlefield Protection Program Authorization of 2009 (16USC469k-1), and only upon such conditions he or she deems necessary to assure the substitution of other appropriate properties of at least equal fair market value and of reasonably equivalent usefulness and location. In the event of a breach of paragraph 6(f)(3) of the Land and Water Conservation Fund Act, there shall be no remedy other than immediate compliance with paragraph 6(f)(3), nor may grant funds be repaid to nullify the conditions of paragraph 6(f)(3).

18. **Amendment.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, ABPP, the Land Trust, the

Farmland Protection Board, and the Grantor are free to jointly amend this Conservation Easement, provided that no amendment shall be allowed that will invalidate this Conservation Easement or be inconsistent with the purpose of this Conservation 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.

19. **Miscellaneous Provisions.**

19.1 Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

19.2 Recording and Re-recording. This Conservation Easement shall be recorded in the Office of the Clerk of the County Commission, Jefferson County, West Virginia, immediately upon execution thereof, and in no case later than sixty (60) days after execution hereof. The Grantees are authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Easement; for such purpose, the Grantor appoints each of the Grantees its attorney-in fact to execute, acknowledge and deliver any necessary instrument on its behalf. Without limiting the foregoing, the Grantor agrees to execute any such instrument upon request.

19.3 Captions. The captions herein have been inserted solely for convenience of reference and are not part of this Conservation Easement and shall have no effect upon construction or interpretation.

19.4 Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed as original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded copy shall be controlling.

19.5 Notices. Any notices required in this Conservation Easement shall be sent by registered or certified mail to the following address or such address as may be hereafter specified by notice in writing:

**Grantor:** WilBob Farm Inc.  
5885 Middleway Pike  
Kearneysville, WV 25430

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

**Grantee:** The Land Trust of the Eastern  
Panhandle  
P. O. Box 2240  
Martinsburg, WV 25402

**Third Party  
Beneficiary:** National Park Service  
American Battlefield Protection Program  
1201 Eye St., NW  
Washington, DC 20005

19.6 Effective Date. This Conservation Easement shall be effective immediately upon execution hereof.

19.7 Governing Law. The terms and provisions hereof shall be governed, and the rights, duties, and obligations of the parties hereto shall be

determined, by reference to the laws of the State of West Virginia and the laws of the United States.

19.8 Entire Agreement. This agreement shall be deemed to constitute the entire and only agreement between the parties, and no oral statements or representations or other written matter not contained or referenced herein shall have any force or effect.

19.9 Subordination. Any mortgage or lien arising after the date of this Conservation Easement shall be subordinated to the terms of this Conservation Easement.

TO HAVE AND TO HOLD the said Conservation Easement unto said Grantees forever.

DECLARATION OF CONSIDERATION OR VALUE. The undersigned hereby declare under penalty of fine and imprisonment as provided by law, that the conveyance made by this document is both a gift to a charitable nonprofit corporation without consideration and 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, the Grantor has executed and sealed this document the day and year first above written.

GRANTOR

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Wilbob Farms Inc.

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Date

GRANTEES

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Land Trust of the Eastern Panhandle

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Date

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Jefferson County Farmland Protection Board

Date

Schedule of Exhibits

Exhibit A: Legal Description of Property Subject to Easement

LEFERRE  
T.M. 19\24  
D.B. 679\765



SMITH  
T.M. 19\381  
D.B. 597\207

HENSHAW  
T.M. 19\381  
D.B. 686\373  
40040 SQ. FT.  
0.92 ACRES

FARMSTEAD  
COMPLEX  
415365 SQ. FT.  
9.54 ACRES

TOTAL  
EASEMENT  
AREA  
3,179,904 SQ. FT.  
73.00 ACRES

WILBOB FARMS  
T.M. 19\39  
D.B. 710\178

WILLS  
T.M. 19\40  
D.B. 928\426

LINE	LENGTH	BEARING
1	239.60	N63°20'28"E
2	63.91	S81°59'36"E
3	58.44	S37°38'43"E
4	110.08	S21°09'52"E
5	31.06	S44°43'42"E
6	42.70	S87°35'37"E
7	37.58	S59°25'29"E
8	37.82	S02°47'00"E
9	37.82	S58°28'28"W
10	901.33	S58°28'28"W

GRAPHIC SCALE  
1 IN = 100 FT.  
1 IN. = 200 FT.

ST. RT. # 51 (60' R/W)

**PLAT OF CONSERVATION EASEMENT**

**WILBOB FARMS INC. PROPERTY**

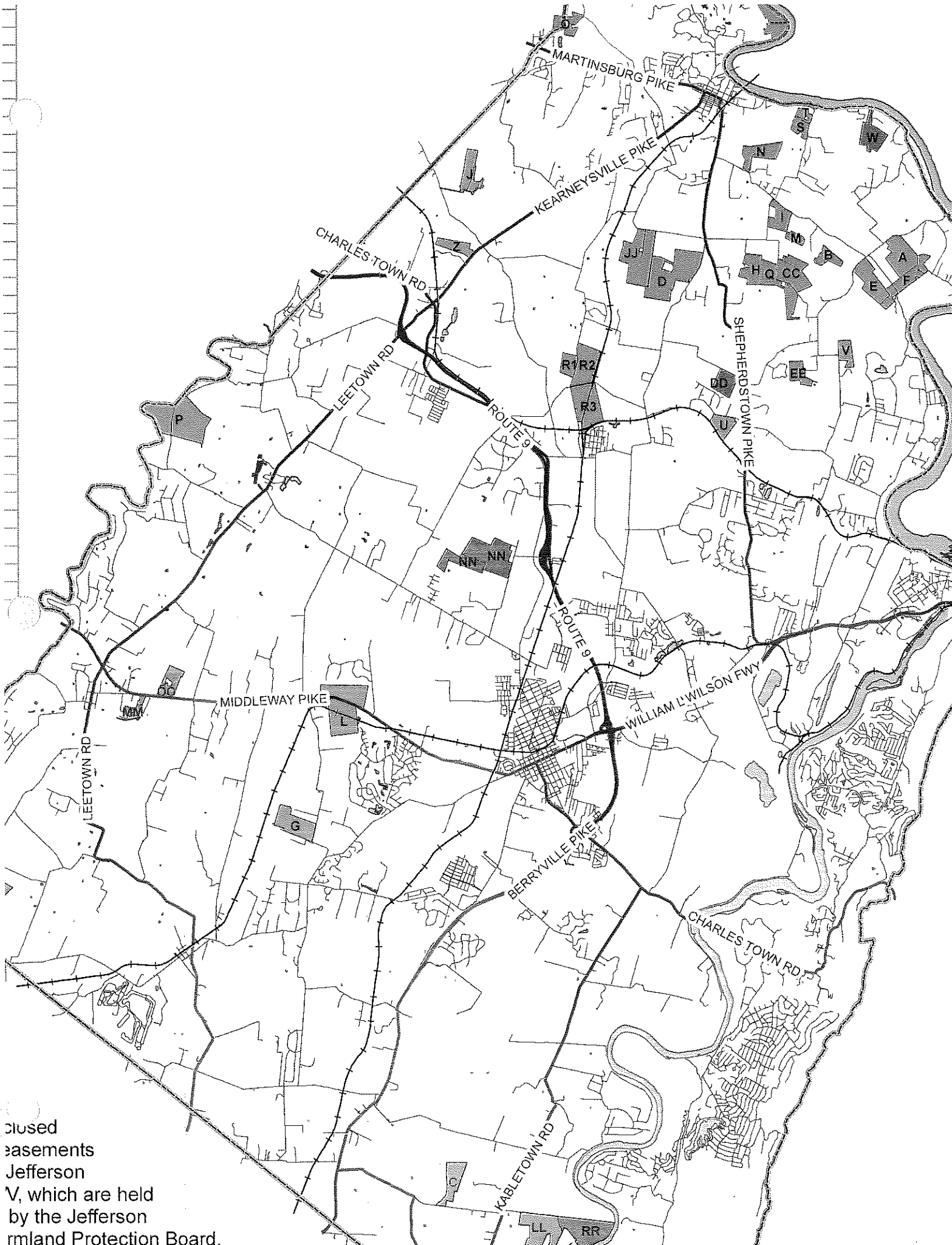
TAX MAP 19 PARCEL 39  
MIDDLEWAY DISTRICT  
JEFFERSON COUNTY, WEST VIRGINIA  
DEED BOOK 710 PAGE 178

STANDING IN THE YEAR OF WILBOB FARMS INC. PROPERTY  
OFFICE OF THE COUNTY CLERK OF JEFFERSON COUNTY IN DEED BOOK 710 PAGE 178 LOCATED  
MIDDLEWAY DISTRICT, JEFFERSON COUNTY, WEST VIRGINIA  
DEED BOOK 710 PAGE 178

SURVEYED BY:  
PETER H. LORENZEN P.S.  
SUNBELT POINT, WV 278-8263

Date: 6/12/2011

1990 # 10154-43



closed easements Jefferson V, which are held by the Jefferson rmland Protection Board.

Commission Office Use Only

Date on Agenda: 12/8/11

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Nichelle Hosby

Department or Entity: County Commission

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

Date Requested – 1<sup>st</sup> Choice: December 8, 2011

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

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

Subject: Interview and appointment to the Jefferson County Public Service District – (1) six year term ending December 1, 2017

Please provide the County Commission with a description of your request or presentation, including any background information: **A resignation has been received and therefore a vacancy exists on this board.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **move to approve \_\_\_\_\_ to the Jefferson County Public Service District for a six year term ending December 1, 2017.**

Attachments:

JEFFERSON COUNTY PUBLIC SERVICE DISTRICT

340 Edmond Road, Suite A  
Kearneysville, WV 25430  
Telephone Number: (304)-725-4647  
Fax Number: (304)-725-5976

General e-mail:

[gm@jcpsd.com](mailto:gm@jcpsd.com)

Joseph Hankins  
977 Turner Road  
Shepherdstown, WV 25443  
h: 876-1138 w: 876-2815 ext. 212  
[j.hankins@freshwaterinstitute.org](mailto:j.hankins@freshwaterinstitute.org)  
6 years 12/01/2011

*resigned end of term*

*letter sent*

*9/29/11*

Jim Cummins  
P.O. Box 83  
Bakerton, WV 25410  
876-3234  
6 years 12/01/2013

Peter Lawrence Appignani  
26 General Wright Court  
Harpers Ferry, WV 25425-3061  
Evening Phone: 304-724-2130  
Day Phone: 301-251-7608  
[email:pappognani@frontiernet.net](mailto:pappognani@frontiernet.net)  
6 years 12/1/2015

16-13A-3



## WEST VIRGINIA CODE

### **§16-13A-3. District to be a public corporation and political subdivision; powers thereof; public service boards.**

From and after the date of the adoption of the order creating any public service district, it is a public corporation and political subdivision of the state, but without any power to levy or collect ad valorem taxes. Each district may acquire, own and hold property, both real and personal, in its corporate name, and may sue, may be sued, may adopt an official seal and may enter into contracts necessary or incidental to its purposes, including contracts with any city, incorporated town or other municipal corporation located within or without its boundaries for furnishing wholesale supply of water for the distribution system of the city, town or other municipal corporation, or for furnishing stormwater services for the city, town or other municipal corporation, and contract for the operation, maintenance, servicing, repair and extension of any properties owned by it or for the operation and improvement or extension by the district of all or any part of the existing municipally owned public service properties of any city, incorporated town or other municipal corporation included within the district: *Provided*, That no contract shall extend beyond a maximum of forty years, but provisions may be included therein for a renewal or successive renewals thereof and shall conform to and comply with the rights of the holders of any outstanding bonds issued by the municipalities for the public service properties.

The powers of each public service district shall be vested in and exercised by a public service board consisting of not less than three members, who shall be persons residing within the district, who possess certain educational, business or work experience which will be conducive to operating a public service district. Each board member shall, within six months of taking office, successfully complete the training program to be established and administered by the public service commission in conjunction with the division of environmental protection and the bureau of public health. Board members shall not be or become pecuniarily interested, directly or indirectly, in the proceeds of any contract or service, or in furnishing any supplies or materials to the district nor shall a former board member be hired by the district in any capacity within a minimum of twelve months after board member's term has expired or such board member has resigned from the district board. The members shall be appointed in the following manner:

Each city, incorporated town or other municipal corporation having a population of more than three thousand but less than eighteen thousand is entitled to appoint one member of the board, and each city, incorporated town or other municipal corporation having a population in excess of eighteen thousand shall be entitled to appoint one additional member of the board for each additional eighteen thousand population. The members of the board representing such cities, incorporated towns or other municipal corporations shall be residents thereof and shall be appointed by a resolution of the governing bodies thereof and upon the filing of a certified copy or copies of the resolution or resolutions in the office of the clerk of the county commission which entered the order creating the district, the persons so appointed become members of the board without any further act or proceedings. If the number of members of the board so appointed by the governing bodies of cities, incorporated towns or other municipal corporations included in the district equals or exceeds three, then no further members shall be appointed to the board and the members so appointed are the board of the district except in cases of merger or consolidation where the number of board members may equal five.

If no city, incorporated town or other municipal corporation having a population of more than three thousand is included within the district, then the county commission which entered the order creating the district shall appoint three members of the board, who are persons residing within the district and residing within the state of West Virginia, which three members become members of the board of the district without any further act or proceedings except in cases of merger or consolidation where the number of board members may equal five.

If the number of members of the board appointed by the governing bodies of cities, incorporated towns or other municipal corporations included within the district is less than three, then the county commission which entered the order creating the district shall appoint such additional member or members of the board, who are persons residing within the district, as is necessary to make the number of members of the board equal three except in cases of merger or consolidation where the number of board members may equal five, and the member or members appointed by the governing bodies of the cities, incorporated towns or other municipal corporations included within the district and the additional member or members appointed by the county commission as aforesaid, are the board of the district. A person may serve as a member of the

board in one or more public service districts.

The population of any city, incorporated town or other municipal corporation, for the purpose of determining the number of members of the board, if any, to be appointed by the governing body or bodies thereof, is the population stated for such city, incorporated town or other municipal corporation in the last official federal census.

Notwithstanding any provision of this code to the contrary, whenever a district is consolidated or merged pursuant to section two of this article, the terms of office of the existing board members shall end on the effective date of the merger or consolidation. The county commission shall appoint a new board according to rules promulgated by the public service commission. Whenever districts are consolidated or merged no provision of this code prohibits the expansion of membership on the new board to five.

The respective terms of office of the members of the first board shall be fixed by the county commission and shall be as equally divided as may be, that is approximately one third of the members for a term of two years, a like number for a term of four years, the term of the remaining member or members for six years, from the first day of the month during which the appointments are made. The first members of the board appointed as aforesaid shall meet at the office of the clerk of the county commission which entered the order creating the district as soon as practicable after the appointments and shall qualify by taking an oath of office: *Provided*, That any member or members of the board may be removed from their respective office as provided in section three-a of this article.

Any vacancy shall be filled for the unexpired term within thirty days, otherwise successor members of the board shall be appointed for terms of six years and the terms of office shall continue until successors have been appointed and qualified. All successor members shall be appointed in the same manner as the member succeeded was appointed. The district shall provide to the public service commission, within thirty days of the appointment, the following information: The new board member's name, home address, home and office phone numbers, date of appointment, length of term, who the new member replaces and if the new appointee has previously served on the board. The public service commission shall notify each new board member of the legal obligation to attend training as prescribed in this section.

The board shall organize within thirty days following the first appointments and annually thereafter at its first meeting after the first day of January of each year by selecting one of its members to serve as chair and by appointing a secretary and a treasurer who need not be members of the board. The secretary shall keep a record of all proceedings of the board which shall be available for inspection as other public records. Duplicate records shall be filed with the county commission and shall include the minutes of all board meetings. The treasurer is lawful custodian of all funds of the public service district and shall pay same out on orders authorized or approved by the board. The secretary and treasurer shall perform other duties appertaining to the affairs of the district and shall receive salaries as shall be prescribed by the board. The treasurer shall furnish bond in an amount to be fixed by the board for the use and benefit of the district.

The members of the board, and the chair, secretary and treasurer thereof, shall make available to the county commission, at all times, all of its books and records pertaining to the district's operation, finances and affairs, for inspection and audit. The board shall meet at least monthly.

Note: WV Code updated with legislation passed through the 2011 2nd Special Session



## JEFFERSON COUNTY COMMISSION

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

Phone: (304) 728-3284 - Fax: (304) 725-7916

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

PRESIDENT

*Patsy Noland*

VICE PRESIDENT

*Dale Manuel*

COMMISSIONER

*Frances Morgan*

COMMISSIONER

*Walt Pellish*

COMMISSIONER

*Lyn Widmyer*

September 29, 2011

Joseph Hankins  
977 Turner Road  
Shepherdstown, WV 25443

Dear Mr. Hankins:

The County Commission of Jefferson County has received your letter declining reappointment to the Jefferson County Public Service District.

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

For the Commission,

Nichelle Adams Hosby  
Executive Assistant

30 September 2011

Ms. Patsy Noland  
President  
County Commission of Jefferson County  
P.O. Box 250  
Charles Town, WV 25414

Commissioner Noland,

Please consider this letter a courtesy reminder of the upcoming end of my appointed term on December 1, 2011 as a member of the Board of the Jefferson County Service District. I have served on this Board since my first appointment in March 2004 and re-appointment in December 2005. For reasons both professional and personal, I will not request re-appointment and will complete my Board service on the expiration date indicated.

It has been a pleasure and an honor to serve the community through the Public Service District Board. I appreciate the trust and responsibility shown in my appointment to this critical local government role. I have had the opportunity to work with outstanding Board members, dedicated District staff and talented consultants during my service on this Board. It has always been a pleasure and as I have stated many times, I learned much more on balance than I ever contributed in expertise through the experience of Board service.

It is with no small disappointment that I observe that two of the critical issues that faced the District nearly eight years ago when I started on the Board still remain today. As a community we are still struggling to provide adequate public infrastructure services to under- and un-served portions of rural Jefferson County. And it remains my opinion that we have insufficient resources and investments ready to meet the future economic development and environmental quality needs of the County. For that failure I will take a full measure of personal responsibility though, in failed outcome, it was not from lack of effort on my part or anything other than full dedication by District staff.

During my tenure on the District Board, a number of very complicated issues have developed and some of these have required very difficult decisions and negotiations. I found the learning curve to be steep. I have been pleased to work with the District's staff, consultants and my fellow Board members to try to resolve these challenges in the best interests of the community, our customers and within the scope of a highly regulated utility mission.

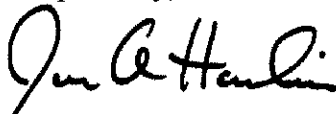
In departure, I ask that you pursue quickly and proactively new PSD Board applicants and make a timely appointment. As a three member Board, it is critical to have a full and balanced member complement. There is a long history of appointments that thoughtfully balance the perspective and professional experience on the Board. I believe a critical missing

component in the current Board member background is public finance, management and control. While the District is in solid financial condition now, the capital and operating investments required to meet emerging regulatory compliance and capacity upgrades for growth will be much larger than anything the District or its customers have experienced to date.

In closing, I offer my sincerest appreciation and full respect to General Manager Susanne Lawton and to all the permanent staff and consultants of the Jefferson County Public Service District. While my time on the Board is limited in term, they have dedicated careers and personal passions to the public sector provision of safe and affordable clean water services. The next Board member will be fortunate to join such a team.

Thank you for your time and consideration.

Respectfully,



Joseph A. Hankins  
977 Turner Road  
Shepherdstown, WV 25443-4175  
304-876-1138  
[joseph.hankins@gmail.com](mailto:joseph.hankins@gmail.com)

cc: Mr. Tim Boyd, County Administrator, Jefferson County  
Ms. Susanne Lawton, General Manager, JCPSD

RECEIVED

NOV 16 2011

JEFFERSON COUNTY COMMISSION

J. Tyler Quynn  
38 Belvedere Farm Lane  
P.O. Box 430  
Charles Town, WV 25414

October 24, 2011

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

Re: Opening for Member on Jefferson County Public Service District Board

Dear Commissioners:

Please find enclosed a copy of my resume and contact information for the position of Member to the Jefferson County Public Service District Board.

I presently serve as an Alternate Member on the Board of Zoning Appeals and look forward to the opportunity to further serve in Jefferson County.

Thank you for your consideration and feel free to contact me by phone at any time.

Sincerely,



J. Tyler Quynn  
301-514-4721

THE FREDERICK BUSINESS PROPERTIES CO.  
REAL ESTATE INVESTMENTS  
1209 B North East Street  
P.O. Box 621  
Frederick, Maryland 21705  
                      
301-694-0277

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

December 2, 2011

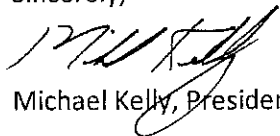
RE: Opening for member on Jefferson County Public Service District Board

Dear Commissioners:

My family has owned property at Glen Haven in Jefferson County since 1965. We are presently water customers of the JCPSD. I have known Tyler Quynn for over 20 years. I have found him to be trustworthy and knowledgeable in many subjects. He has a background in water and sewer affairs and his business sense would make him an asset serving on the PSD Board.

It is my understanding that the Glen Haven water system may be in for some repairs and upgrades that will affect rates in the future. I would be very comfortable having Mr. Quynn as a part of the decision making process in such matters. Therefore I recommend that Mr. Quynn be strongly considered to fill the opening on the JCPSD Board.

Sincerely,

  
Michael Kelly, President

**RECEIVED**

DEC 05 2011

Jefferson County Commission

Jefferson County Commission

11-9-11

P.O. Box 250

124 East Washington Street

Charles Town, WV25414

Members of the Jefferson County Commission:

I have known Tyler Quynn both personally and professionally for the past 25-30 years. Tyler has always been very honest and trustworthy. He is a person of high moral values. He is very committed to any project he encounters. He follows guidelines and regulations. His interest in this position is confirmed by his past interest as an alternate member of the Board of Zoning Appeals.

With Mr. Quynn's background and enthusiasm, I believe Tyler would be the perfect choice for the Jefferson County Public Service District Board.

Sincerely,



H. Richard Flaherty

**Jeff D. Bresee  
614 Strider Road  
Kearneysville, WV 25430**

October 30, 2011

The County Commission of Jefferson County  
P. O. Box 250  
Charles Town, West Virginia 25414

---

Re: Recommended Appointment of Mr. Tyler Quynn to Jefferson County Public Service  
District Board

Dear Commission Members:

By this letter I am recommending to you the appointment of Mr. Tyler Quynn to the Board of the Jefferson County Public Service District. I understand that a vacancy on this board will be available soon.

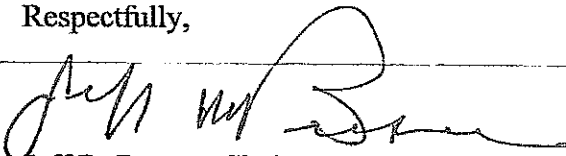
Mr. Quynn currently serves as an alternate member of the Board of Zoning Appeals and I have always found him to be well prepared for each meeting and his judgment to be sound.

Should he seek appointment as a regular member of the BZA I would endorse that too.

I am sure he will serve the Jefferson County Commission and the people of Jefferson County quite ably.

Respectfully,

---



Jeff D. Bresee, Chair  
Board of Zoning Appeals

Jefferson County Commission

12-2-11

PO Box 250

124 East Washington Street

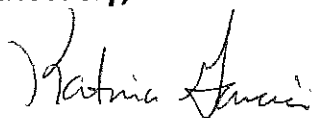
Charles Town, WV 25414

Members of the Jefferson County Commission:

We live at 118 Garden Place, Charles Town WV, 25414. We purchased our home from Tyler and Dorcas Quynn in 2007 and are now neighbors to Tyler Quynn. We have known them well for over 11 years.

We recommend he be appointed to the PSD Board. We know he would be concerned with the well being of the customers. We are PSD Customers and we know that Tyler would make a great addition to your board. Thank you for listening.

Sincerely,



Katrina Garcia



**RECEIVED**

DEC 02 2011

Jefferson County Commission

December 1, 2011

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

**Re: Recommended Appointment of Mr. Tyler Quynn to Jefferson County Public Service District Board**

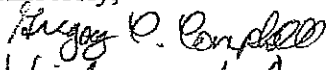
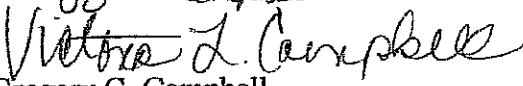
Dear Commission Members:

We live in Briar Run Estates and have been Public Service District Sewer customers for 8 years.

We have known Mr. Quynn personally and professionally during that time. Tyler is a very trustworthy and honest person with which to deal. Through our business relationships with him we know he would be concerned with the best interest of the rate payers.

Therefore we are recommending his appointment to the Jefferson County Public Service District Board.

Sincerely,

  
  
Gregory C. Campbell  
Victoria L. Campbell  
36 Roger Court  
Ranson, WV, 25438

**RECEIVED**

DEC 02 2011

Jefferson County Commission

# State of West Virginia Certificate

This I do Certify That Tyler Quynn  
Has Successfully Completed The 2003 PSD Board Members Mandatory  
Training Seminar, Held At The Ramada Inn  
Morgantown, West Virginia, On February 27 - March 1, 2003



[Signature]  
Public Service Commission  
of West Virginia

[Signature]  
Bureau of Public Health

[Signature]  
Division of Environmental Protection

# State of West Virginia Certificate

This We Certify That Tyler Quynn  
Has Successfully Completed The 2003 Advance Board Members  
Seminar, Held At The Country Inn & Suites  
Beckley, West Virginia, On April 21, 2003



*[Signature]*  
Public Service Commissioner  
of West Virginia

# State of West Virginia Certificate

This I do Certify That Tyler Quynn  
Has Successfully Completed The 2003 Managers Seminar  
The Country Inn & Suites  
Beckley, West Virginia, Held On April 22 - 23, 2003



*[Signature]*  
Public Service Commission  
of West Virginia

# State of West Virginia

## Certificate

This We Certify That

*[Faint, illegible text]*

Has Successfully Completed The PSC Water & Sewer Rules Seminar,  
Held At The Country Inn & Suites, Berkeley, West Virginia,

On November 14, 2003.



*[Handwritten signature]*

Public Service Commission  
West Virginia

# SHULTZ REALTY COM

December 2, 2011

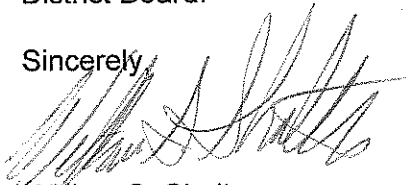
Jefferson County Commission  
P O Box 250  
Charles Town, WV 25414

To Whom It May Concern:

By this letter I am recommending to you the appointment of Mr. Tyler Quynn to the Board of the Jefferson County Public Service District.

I have known Mr. Quynn for many years personally and professionally, and feel he is a very honest, committed and trustworthy individual and takes pride in his work. I believe that Mr. Quynn would be an excellent candidate for the Jefferson County Public Service District Board.

Sincerely,



William S. Shultz  
Broker, Shultz Realty

**RECEIVED**

DEC 05 2011

**Jefferson County Commission**

THE FREDERICK BUSINESS PROPERTIES CO.  
REAL ESTATE INVESTMENTS  
1209 B North East Street  
P.O. Box 621  
Frederick, Maryland 21705  

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301-694-0277

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

December 2, 2011

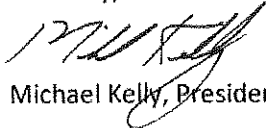
RE: Opening for member on Jefferson County Public Service District Board

Dear Commissioners:

My family has owned property at Glen Haven in Jefferson County since 1965. We are presently water customers of the JCPSD. I have known Tyler Quynn for over 20 years. I have found him to be trustworthy and knowledgeable in many subjects. He has a background in water and sewer affairs and his business sense would make him an asset serving on the PSD Board.

It is my understanding that the Glen Haven water system may be in for some repairs and upgrades that will affect rates in the future. I would be very comfortable having Mr. Quynn as a part of the decision making process in such matters. Therefore I recommend that Mr. Quynn be strongly considered to fill the opening on the JCPSD Board.

Sincerely,

  
Michael Kelly, President

**RECEIVED**

DEC 05 2011

Jefferson County Commission

6/25/09

4482 Bakerton Road  
Harpers Ferry, WVA 25425

Jefferson County Commission  
Charles Town, West Virginia 25414

**RE: Jefferson County Board of Zoning Appeals Appointment**

To Whom It May Concern:

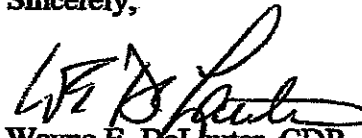
It gives me a great deal of pleasure to write this recommendation for J. Tyler Quynn.

I have been associated with Mr. Quynn for the past sixty years in various capacities. Over these years, we have enjoyed both a social and business relationship. Most recently, we have partnered together and with others in business interests, focusing on real estate property, development and investments.

During this continuing relationship, I can personally vouch for his integrity and trustworthiness. Regardless of the task before Mr. Quynn, he will complete it in a timely, thorough, and professional manner. His background and knowledge base, as it applies to this position, is extensive and I feel these along with his many other professional qualities, make him an ideal candidate to fill this position.

Mr. Quynn has my highest recommendation to become a part of the Zoning Appeals staff.

Sincerely,



Wayne E. DeLauter, CDR  
USN Retired

**RECEIVED**

DEC 05 2011

Jefferson County Commission

John F. Stann Jr.  
2757 Flintridge Drive  
Myersville, MD 21773

July 20, 2009

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

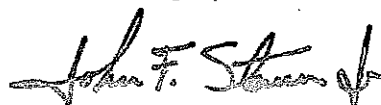
Subject: Recommendation of Mr. John Tyler Quynn Jr. to the Board of Zoning Appeals

I would like to take this opportunity to recommend Mr. Quynn for appointment to the Jefferson County, West Virginia Board of Zoning Appeals. I served on the Frederick County, Maryland Board of Zoning Appeals from 1994 to 2000. I was elected Vice Chairman from 1995 to 1999 and Chairman from 1999 to 2000. Mr. Quynn served with me on the Board from 1995 to 1998. During our service together I was always able to rely on Mr. Quynn's preparation, performance, integrity, and professionalism. He not only has hands-on experience as a Board member; but also demonstrated acute proficiency in cases of administrative error.

During our tenure, the Frederick County Board of Zoning Appeals, a quasi-judicial body under Maryland State Law, transitioned from a board of political aspirants with corresponding political capabilities to a more principled board of technically competent members. Prior to our tenure, cases of administrative error were seldom heard and almost never approved with the county's attorneys and staff even counseling that reversal of Planning Commission and county staff decisions were outside the Board's authority even though Maryland Law was explicit that it was included in one of the Board's three enumerated powers. Mr. Quynn's conscientious performance was instrumental in the successful transition from a political board to a technically competent board.

I highly recommend Mr. Quynn to be appointed to the Jefferson County, West Virginia Board of Zoning Appeals.

Sincerely,



John F. Stann Jr., Major  
U.S. Air Force, Retired

**RECEIVED**

DEC 05 2011

Jefferson County Commission

3199 Rolling Woods Drive  
Palm Harbor, Florida 34683

County Commission of Jefferson County  
Charles Town, WV 25214

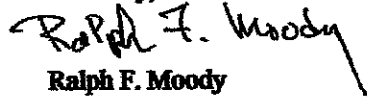
Dear Commissioners:

I have known Tyler Quynn since 1968 in an extended social relationship. His obvious persona reflects that of a principled and industrious individual with strong religious and family values. His obvious integrity, an attribute that is very much abused in our current society, is solid.

Living in Florida and having been involved with a county commission as a property owner, I would very much like to have had somebody of Tyler Quynn's caliber making knowledgeable and honest decisions.

Tyler Quynn is heartily recommended as a candidate for the Jefferson County Board of Zoning Appeals.

Sincerely,



Ralph F. Moody  
Lt. Colonel  
USMC (Retired)

RECEIVED

DEC 09 1981

Jefferson County Commission

County Commission of Jefferson County  
Jefferson County, WV

1 July, 2009

To whom it may concern,

As a member of the Armed Services I understand Duty, Honor, Country, Family, and God. These are the pillars by which J. Tyler Quynn lives and operates. There is not another man that can match his integrity or work ethic.

I have known Tyler for 38 years and am proud to call him mentor, friend, and most of all, uncle. His credentials speak for themselves, but what you do not see on paper is his character. Anyone can get an education, anyone can be a public servant, and anyone can say they are honest. Finding a single person that possesses all three can sometimes be challenging. Tyler is that anomaly.

J. Tyler Quynn will have an instant positive impact on the Zoning Appeals staff. His enthusiasm and work ethic is contagious and your staff will be better because of him.

The point of contact for this letter of recommendation is the undersigned.



CURTIS D. FOSTER  
CW3, AV  
U.S. ARMY

Contact Information:  
[cd.foster@us.army.mil](mailto:cd.foster@us.army.mil)  
334-494-5304 cell  
334-348-2164 home  
334-255-9717 work

RECEIVED

DEC 05 2011

Jefferson County Commission



Harriet Chapel  
12625 Catoctin Furnace Road  
Thurmont, MD 21788  
301-271-4554  
harrietchapel@yahoo.com

July 9, 2009

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

Dear Members of the Jefferson County Commission,

I am writing to provide a reference for J. Tyler Quynn of Belvedere Farm Lane in Charles Town who would like to serve as an alternate member to the Board of Zoning Appeals in Jefferson County. I have known Tyler for approximately ten years. We originally became acquainted through membership in All Saints Episcopal Church and then Tyler and his wife Pat and I were members of two Mission Teams that served in Honduras building houses, a medical clinic and other necessary structures after the devastation of Hurricane Mitch. On these trips he impressed me with his strong work ethic, his concern for the people we were assisting and for his deeply ingrained sense of integrity. We have maintained a friendship over the years and I am please to be able to recommend him for this position.

In the time I have known him I have always been impressed with Tyler's knowledge of the intricacies of zoning regulations, permitting processes, and building codes. He grasps complex situations with ease and is always willing to share his knowledge and make suggestions about how to achieve a beneficial outcome. Tyler is a man of strong convictions who is interested in serving others by sharing his knowledge and talents. I think he would be an asset to your Board of Zoning Appeals and would serve admirably.

Please feel free to contact me if you have any questions. If you cannot reach me at the church you may call me on my cell phone. That number is 301-712-5356.

Sincerely,

The Rev. Sally Joyner-Giffin  
Rector, Catoctin Episcopal Parish

**RECEIVED**

DEC 05 2011

Jefferson County Commission



**SOL YOGA**

**County Commission of Jefferson County  
Jefferson County, WV**

**June 24, 2009**

**To whom it may concern,**

**I would highly recommend J. Tyler Quynn to the Jefferson County Board of Zoning Appeals. He is a man of honor, integrity and intelligence. I have been honored to work alongside him in many capacities in my lifetime including business partner, advisor, friend and father. I have no doubt he will serve Jefferson County and the people of Jefferson County well.**

**Sincerely,**

**Dorcas Quynn McWilliams  
Owner/Director  
Sol Yoga, LLC  
256 West Patrick Street  
[www.sol yoga.org](http://www.sol yoga.org)  
Frederick, MD 21701**


**RECEIVED**

**DEC 05 2011**

**Jefferson County Commission**

FOR. JOHN TYLER GAYNOR  
38 BELVIERE FARM LANE  
CHARLES TOWN, W. VA.  
25414

6/24/09

Dear Jefferson County  
Commissioners,  
Please appoint John Tyler  
Gaynor to the Jefferson County  
Board of Zoning Appeals.  
Sincerely,  


RECEIVED

DEC 05 2011

Jefferson County Commission

RECEIVED

DEC 05 2011

Jefferson Md.

24 June 2009

Jefferson County Commission

Dear Commissioners,

I have known John Taylor  
Deery since the 1960's.

When I was Chairman of the  
Frederick County, Md., Board of Zoning  
Appeals, I served with Mr. Deery.

I have always found Mr. Deery  
to be an honest hard working  
family man. He is very knowledgeable  
about zoning matters and home  
and building construction.

Mr. Deery was an asset to  
the Board of Appeals when he served  
for 3 years.

I served as Frederick County  
Commissioner, Md. from 2002 - 2006.  
and had an opportunity to interview  
many people.

RECEIVED

DEC 05 2011

2.


with that being said.

Jefferson County Commission

I recommend Mr. Green  
to you for the position of the  
Jefferson County zoning Appeals.

I know that he will be  
prepared and knowledgeable about  
any and all cases that come  
before him. He was always  
well prepared for the cases  
when we served together.

Thank you for your  
consideration.

Sincerely,  




## *Certificate of Appreciation*

*is presented to*

*J. Tyler Quynn*

*In recognition of your service to the citizens of Frederick County, as a member of the Zoning Board of Appeals, the Board of County Commissioners hereby express our sincere thanks and appreciation for the contributions you have made to our community.*

Mark L. Hoke, President

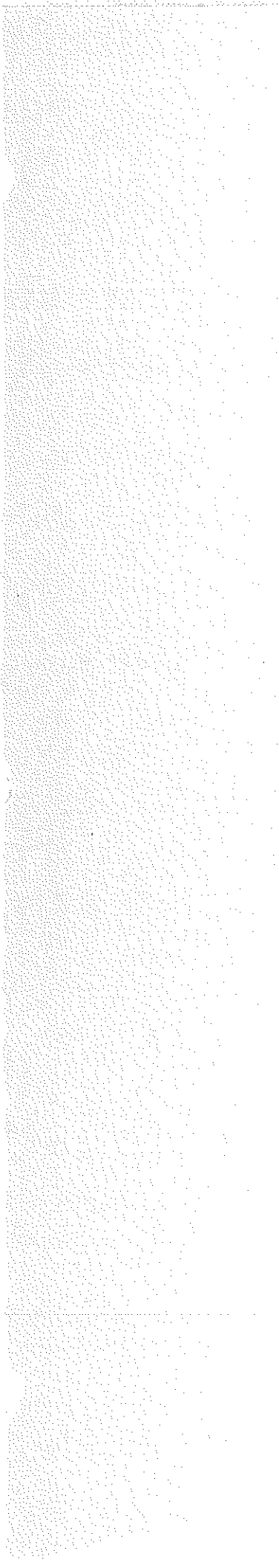
  
David P. Gray, Vice President  
Ilona M. Hogan, Commissioner  
Bruce L. Reeder, Commissioner  
Terre R. Rhoderick, Commissioner

*Presented this 11th day of September, 1998*

**RECEIVED**

DEC 05 2011

Jefferson County Commission



**William (Bill) Howard Strider**  
**Clay Hill Farm**  
**904 Currie Road**  
**Ranson, West Virginia 25438-5717**  
[whstrider@gmail.com](mailto:whstrider@gmail.com)  
**(304) 725-5596 (Home)**  
**(540) 457-1380 (Cell)**

## **Experience**

**Central Shenandoah Planning District Commission, Executive Director, January, 1988-June 2006**

- Managed regional planning agency with 10 employees in Staunton, Virginia serving 21 jurisdictions
- Secured over 168 million dollars from federal, state and not for profit grant and loan programs leveraged by local government finances
- Expanded entrepreneurial project development and management approach while reducing member jurisdiction dues and increasing the Commission's annual budget from \$250,000 to \$850,000
- Developed and implemented new planning programs in the fields of regional economic development; on line regional data base; solid waste management; flood plain mitigation; housing rehabilitation and relocation; multi-regional interstate coordination; rural transportation; rural water and waste water technical assistance and training; tributary strategies; criminal justice; regional bike and trail identification; broadband and telemedicine delivery; large scale wind development; downtown revitalization; park design, financing and development and the Citizen Emergency Response Training program (CERT)
- Consolidated numerous local government services in the fields of water and waste water; solid waste and jail facilities resulting in significant perpetual cost savings to member jurisdictions
- Provided contract services to create and staff the Shenandoah Valley Partnership to expand regional economic development with balanced private and public support from 1994-2006, securing more than 1.5 million dollars through Virginia's Regional Competitiveness Program
- Secured infrastructure financing for 6 of the District's 8 industrial parks
- Provided county administration services to the Highland County Board of Supervisors from 1988-2001
- Tripled agency salaries and doubled benefits to a level commensurate with its member jurisdictions
- Purchased and renovated office including quality meeting facilities to serve member jurisdictions in 1999

**Rappahannock-Rapidan Planning District Commission, Acting Executive Director and Executive Director, April, 1986-January, 1988**

- Managed regional planning agency with 5 employees in Culpeper, Virginia serving 13 jurisdictions
- Expanded project management services while retaining existing member jurisdiction dues and increased the annual budget from \$130,000 to \$180,000
- Founded the Foothills Travel Association to expand regional tourism promotion efforts
- Wrote and revised comprehensive plans, zoning and subdivision ordinances and annexation petitions

**Local/Regional Planner, October, 1984-March, 1986**

- Prepared preliminary site plan and financed the construction of Yowell Meadow Park with a grant from the Virginia Division of Parks and Recreation
- Acting Ridesharing Coordinator for Rappahannock-Rapidan Commuter Services
- Wrote successful 205(j) Water Quality Management Grant to the Virginia Water Control Board to assess the Cedar Run land use characteristics
- Worked on several comprehensive plans, sewer use ordinances, annexation studies, issues related to the land application of septage and sludge in the Planning District and grant applications

**Thomas Jefferson Planning District Commission, Summer Job, 1983**

- Performed inventory, survey and evaluation of the tourism industry in Charlottesville, Virginia and surrounding counties receiving more than 10,000 completed surveys
- Summarized survey results using a computer program to confirm the visitation and length of stay characteristics of 26 major attractions in the District

**Mount Rodgers Planning District Commission, Summer Internship, 1982**

- Assisted in the comprehensive plan revision for Marion, Virginia and surrounding counties in the District
- Designed the postal and grid numbering system for Fries, Virginia
- Prepared various grid overlay, water and sewer and USGS field verification maps

### **Additional Planning Initiatives, January, 2003-December, 2008**

- Received Annexation Agreement for Clay Hill Farm into the City of Ranson, January, 2003
- Received eligibility for listing on the National Register of Historic Places for Clay Hill Farm, March, 2005
- Redesigned Route 9/Currie Road Bridge to include a 66' wide bridge deck, modified exit ramps and a park and ride lot
- Redesigned North Mildred Street(Route 115)/War Memorial Boulevard/Currie Road intersection to create a perpendicular alignment with appropriate turning and stacking capability while reducing the land necessary for improvements, January, 2003-July, 2005
- Designed architectural and structural modifications to fully restore Clay Hill and was the General Contractor/Project Manager for 12 contractors, January, 2007-December, 2008
- Worked with William H. Gordon Associates, Inc. to prepare preliminary design and engineering studies and receive commercial/residential zoning classifications for Clay Hill Farm, June, 2008

### **Acknowledgements and Associations**

- Dixon Award for Outstanding Leadership in Promoting Regionalism in the Commonwealth of Virginia, July, 2006
- Rural Planning Caucus Excellence in Planning Award, October, 2006
- Board Member of the Virginia Association of Planning District Commissions, multiple terms
- Appalachian Regional Commission, Local Development Districts Board of Directors, multiple terms

### **Education**

- Master's Degree in Urban and Environmental Planning, University of Virginia, Charlottesville, Virginia, 1984  
Specialization: Urban Environmental Management and Agricultural Preservation
- Bachelor of Arts in Geography and History, Emory and Henry College, Emory, Virginia, 1982  
Emphasis: Land Planning and Appalachian Studies

## References

Don "Robin" Sullenberger, III, Chief Executive Officer  
Shenandoah Valley Partnership  
P.O. Box 2241  
Harrisonburg, Virginia 22801  
(540) 568-3100  
[svp@jmu.edu](mailto:svp@jmu.edu)

William Vaughn, Director, Rockingham County Community Development  
P.O. Box 1252 Harrisonburg, Virginia 22803  
(540) 564-3031  
[wvaughn@rockinghamcountyva.gov](mailto:wvaughn@rockinghamcountyva.gov)

James "Jim" Allen, Area Specialist, Community Programs  
USDA Rural Development  
1934 Deyerle Avenue, Suite D  
Harrisonburg, Virginia 22801-3484  
(540) 433-9126 x 131  
[jjim.allen@va.usda.gov](mailto:jjim.allen@va.usda.gov)

Roberta A. Lambert, Highland County Administrator  
P.O. Box 130  
Monterey, Virginia 24465  
(540) 468-2347  
[hcboard@htcnet.org](mailto:hcboard@htcnet.org)

## Forshee

---

**From:** Forshee <Forshee922@frontiernet.net>  
**Sent:** Sunday, October 23, 2011 11:42 AM  
**To:** pnoland@jeffersoncountywv.org; dmanuel@frontiernet.net; fberrymorgan@aol.com; lynwidmyer@gmail.com; walterpellish@mac.com  
**Cc:** Todd & Jackie Milliron; Heidi Parker; Craig & Kelly Daniel; Peter Appignani; Peter Appignani; Forshee; Rick Pescitani; 'David'; Forshee; Rick Pescitani  
**Subject:** Letter of Interest and Resume for the Jefferson County Public Service District Board  
**Attachments:** Roger Forshee PSD Resume.pdf

Dear County Commissioners

Per your request attached are a resume and my letter of intent to serve on the Jefferson County Public Service District Board. I understand that the term will end on December 1, 2016.

I will also mail a copy of this resume and this letter of interest to the Jefferson County Commission, P.O. Box 250, Charles Town, WV 25414.

As a resident of Jefferson County since 2002 and the former President/Vice President of Breckenridge Homeowners Association I believe that I can contribute to this important position.

<http://www.jeffersoncountywv.org/uploads/news/id244/2011%20PSD%20AD.pdf>

Please contact me at the number below if you have any questions or would like to schedule a face to face meeting.

Roger C. Forshee Jr.  
304-724-7857



**RECEIVED**

OCT 25 2011

Jefferson County Commission

# ROGER C. FORSHEE JR.

---

179 Kimberwicke Drive North • Charles Town, WV 25414  
Home 304 724-7857

## Objective

Obtain a position on the Jefferson County Public Service District Board, Six year term ending December 1, 2016

## Personal Information

- Resident of Jefferson County West Virginia since 2002
- Federal Employee – 1987- Present
- US Air Force Veteran

## Summary of Qualifications

- President, Vice President of Breckenridge Home Owners Association, 2004–2010. Breckenridge is a family friendly community of 282 homes located in Charles Town, West Virginia.
- Prince William County Virginia, Lake Jackson Sanitary District Advisory Committee Member, 1995-1999.
- I am an aviation safety professional with more than 26 years experience in the aviation industry. My knowledge and experience includes aviation maintenance to advanced aviation safety analysis. I currently manage the Federal Aviation Administration's Flight Standards Service (AFS) Information and Analysis Staff (AFS-20) in Dulles Virginia. This organization is responsible for providing Flight Standards Service executives and other decision makers with operational and organizational risks/metrics that will assist them with their decision making.

## Education

- Community College of the Air Force: A.S. Aircraft Maintenance, 1996
- Community College of the Air Force: A.S. Flight Engineering, 1996
- Emery-Riddle Aeronautical University: Professional Aeronautics, (88 credits)
- Federal Aviation Administration Flight Engineer (Turbojet) Certificate
- Federal Aviation Administration Airframe and Power Plant Certificate

## Work Experience

- **2009- Present: Federal Aviation Administration**  
**Supervisory Aviation Safety Inspector, FG-1825-K, AFS-20**
- 2008- 2009: Federal Aviation Administration  
Supervisory Aviation Safety Inspector, FG-1825-K, AFS-8 and AFS-3
- 2006- 2008: Federal Aviation Administration  
Aviation Safety Inspector, FG-1825-15/K, Senior Technical Advisor (AFS-3/4)
- 2003-2006: Federal Aviation Administration

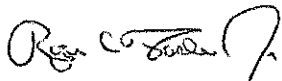
- Aviation Safety Inspector, FG-1825-15, SPAS Program Manager
- 2001-2003: Federal Aviation Administration  
Aviation Safety Inspector, FG-1825-14, Airworthiness Subject Matter Expert
- 1996- 2001: Federal Aviation Administration  
Aviation Safety Inspector, GS-1825-11/12/13, Principal Maintenance Inspector
- 1987-1996: U.S. Air Force / Reserve – Flight Engineer, TSGT.
- 1985-1996: U.S. Air Force – Aircraft Mechanic, WG-8852-8/10

### **Military Awards and Decorations**

The following Decorations and Awards are listed in order of precedence in accordance with Air Force Regulation 35-10.

- United States Air Force Achievement Medal
- United States Air Force Outstanding Unit Award
- Combat Readiness Medal
- Air Reserve Forces Meritorious Service Medal
- National Defense Service Medal
- Armed Forces Expeditionary Medal
- Southwest Asia Service Medal
- Humanitarian Service Medal
- Air Force Longevity Service Award Ribbon
- Armed Forces Reserve Medal
- NCO Professional Military Education Graduation Ribbon
- Air Force Training Ribbon
- Kuwait Liberation Medal

I certify that, to the best of my knowledge and belief, all of the information on and attached to this application is true, correct, complete and made in good faith. I understand that any information I give may be investigated.



10/23/2011

**Sandy McDonald**

---

**From:** "Heidi Parker" <heidiparker.1@gmail.com>  
**To:** <dstellato@jeffersoncountywv.org>; <webmaster@jeffersoncountywv.org>; <laura@jeffersoncountywv.org>; <sandy@jeffersoncountywv.org>; <nhosby@jeffersoncountywv.org>  
**Sent:** Tuesday, November 29, 2011 3:00 PM  
**Subject:** PSD Board Member Replacement Endorsement

## Your submission:

---

**Your Name:** Heidi Parker

**Your Email Address:** heidiparker.1@gmail.com

**Subject:** PSD Board Member Replacement Endorsement

**Message:** 11/29/2011

Dear County Commissioners:

I am writing to express my support of Roger Forshee as a candidate for placement on the Jefferson County Public Service District Board. Not only does he have executive experience, sewer board experience, and a "fix anything" attitude, he is an honest person and a ratepayer. He has no hidden agenda and is a great citizen, from coaching his son's sports to serving others around him. On his days off, he is often helping a friend or neighbor or improving his surroundings. I know this from personal experience because he is my neighbor and has come to my rescue on many home projects. Also, as he was serving as the Breckenridge HOA president for 6 years, he fixed many things without charging its residents a dime. He has had foresight to save for future road repairs in our community and was even willing to listen to me complain about a notice I received from my HOA for necessary yardwork for over an hour. That takes real patience too! He cares and has my complete trust and I feel he would be a huge asset to the PSD Board and would reflect well on the County Commission as well.

Thank you,  
Heidi Parker

## Nichelle Hosby

---

**From:** Beth Haney [beth@bethhaney.net]  
**Sent:** Wednesday, November 30, 2011 11:56 AM  
**To:** walterpellish@mac.com; Patsy Noland; dale manuel; Frances Morgan; Lynn Widmyer  
**Cc:** nhosby@jeffersoncountywv.org; sandy@jeffersoncountywv.org  
**Subject:** support for Roger Forshee

Thank you for considering my input on the appointment JCPSD. Roger Forshee is uniquely qualified for the position and a rate payer.

Please know that citizens are watching this appointment.

Thank you

Beth Haney  
790 E Ridge St  
Harpers Ferry WV 25425

## Nichelle Hosby

---

**From:** antbrennan@frontiernet.net  
**Sent:** Monday, December 05, 2011 9:59 AM  
**To:** pnoland@jeffersoncountywv.org; dmanuel@frontiernet.net; fberrymorgan@aol.com; lynwidmyer@gmail.com; walterpellish@mac.com  
**Cc:** nhosby@jeffersoncountywv.org; sandy@jeffersoncountywv.org  
**Subject:** JCPSD appointeee suggestion

Hello.

I am emailing in support of a candidate for the JCPSD appointment. Roger Forshee is an excellent candidate for the appointment. He is a Jefferson County resident and has served on the Breckenridge homeowners board in many different capacities. I know him as my neighbor as well as the former president of our HOA. Mr. Forshee has shown excellent leadership and dedication to the roles in which he has filled. I found him to be a very fair and an excellent problem-solver as well as a very approachable, friendly gentleman.

Please consider Roger Forshee in the appointment to the JCPSD.

Regards,  
Annette Brennan

## Nichelle Hosby

---

From: George Eary, Jr. [earyjr@gmail.com]  
Sent: Monday, December 05, 2011 10:08 AM  
To: Dale Manuel; Francis Morgan; Lyn Widmyer; Patsy Noland; Walt Pellish  
Cc: Nichelle Adams Hosby; Sandy Slusher McDonald  
Subject: Appointment to JCPSD

To All, Please hear my request to appoint Mr. Roger Forshee to the JCPSD. After reading his credentials, I feel that he is well qualified for the job.

Thanking you I am respectfully,  
George D. Eary, Jr.

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

**AGENDA REQUEST FORM**

Name: Nichelle Hosby

Department or Entity: Co. Commission

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

Date Requested – 1<sup>st</sup> Choice: 12/15/11

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

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

Subject: **Approval of the 2012 Holiday Schedule**

Please provide the County Commission with a description of your request or presentation, including any background information: **Approval of the 2012 Holiday Calendar as recommended by the WV Governors Office.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **move to approve the 2012 Holiday Calendar.**

Attachments:



## JEFFERSON COUNTY COMMISSION

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

Phone: (304) 728-3284 - Fax: (304) 725-7916

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

### JEFFERSON COUNTY COMMISSION HOLIDAY SCHEDULE 2012

PRESIDENT

*Patsy Noland*

VICE PRESIDENT

*Dale Manuel*

COMMISSIONER

*Frances Morgan*

COMMISSIONER

*Walt Pellish*

COMMISSIONER

*Lyn Widmyer*

NEW YEAR'S DAY	MONDAY, JANUARY 02, 2012
MARTIN LUTHER KING'S BIRTHDAY	MONDAY, JANUARY 16, 2012
PRESIDENT'S DAY	MONDAY, FEBRUARY 20, 2012
PRIMARY ELECTION	TUESDAY, MAY 08, 2012
MEMORIAL DAY	MONDAY, MAY 28, 2012
WEST VIRGINIA DAY	WEDNESDAY, JUNE 20, 2012
INDEPENDENCE DAY	WEDNESDAY, JULY 4, 2012
LABOR DAY	MONDAY, SEPTEMBER 03, 2012
COLUMBUS DAY	MONDAY, OCTOBER 08, 2012
GENERAL ELECTION	TUESDAY, NOVEMBER 6, 2012
VETERAN'S DAY	MONDAY, NOVEMBER 12, 2012
THANKSGIVING	THURSDAY, NOVEMBER 22, 2012 FRIDAY, NOVEMBER 23, 2012
CHRISTMAS EVE ½ DAY	MONDAY, DECEMBER 24, 2012
CHRISTMAS	TUESDAY, DECEMBER 25, 2012
NEW YEARS EVE ½ DAY	MONDAY, DECEMBER 31, 2012

IN ADDITION TO THE DAYS LISTED ABOVE, THE COMMISSION WILL OBSERVE AS HOLIDAYS, ANY NATIONAL, STATE OR OTHER ELECTION DAY THROUGHOUT THE COUNTY, AND ALL DAYS WHICH MAY BE APPOINTED OR RECOMMENDED BY THE GOVERNOR, OF THIS STATE, OR THE PRESIDENT OF THE UNITED STATES, AS DAYS OF THANKSGIVING, OR FOR THE GENERAL CESSATION OF BUSINESS, ANY DAY OR PART THEREOF DESIGNATED BY THE GOVERNOR AS TIME OFF, WITHOUT CHARGE AGAINST ACCRUED ANNUAL LEAVE, FOR STATE EMPLOYEES STATEWIDE MAY ALSO BE TIME OFF FOR COUNTY EMPLOYEES IF THE COUNTY COMMISSION ELECTS TO DESIGNATE THE DAY OR PART THEREOF AS TIME OFF, WITHOUT CHARGE AGAINST ACCRUED ANNUAL LEAVE FOR COUNTY EMPLOYEES. ANY ENTIRE OR PART STATE WIDE DAY OFF DESIGNATED BY THE GOVERNOR MAY, FOR ALL COURTS, BE TREATED AS IF IT WERE A LEGAL HOLIDAY, AS PROVIDE FOR IN 2-2-1 OF THE WEST VIRGINIA CODE, AS AMENDED.

DATE: 12/2/10

/s/

\_\_\_\_\_  
PRESIDENT, JEFFERSON COUNTY COMMISSION

COUNTY ADMINISTRATOR

*Tim Rowde*

DEPUTY COUNTY ADMINISTRATOR

*Sandy Slusher McDonald*

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**AGENDA REQUEST FORM**

Name: Tim Boyde

Department or Entity: Co. Commission

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

Date Requested – 1<sup>st</sup> Choice: 12/15/2011

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

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

Subject: **Copier Lease**

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:

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

**AGENDA REQUEST FORM**

Name: Tim Boyde, County Administrator

Department or Entity: County Commission

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

Date Requested – 1<sup>st</sup> Choice: December 15, 2011

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

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

Subject: **Compensation During Temporary Assignment**

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

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve Compensation During Temporary Assignment**

**Attachments:**

## **COMPENSATION DURING TEMPORARY ASSIGNMENT**

A temporary assignment involves someone filling in for another appointed employee because of the need to:

- Fill a position caused by an approved leave of absence, resignation, illness, death, etc.:
- Provide vacation relief scheduling; or
- Meet an emergency situation.

An employee filling in for another appointed worker must perform the essential duties listed on the new job description, just as an employee must carry out the prescribed duties of that office. Temporary assignments may not be filled retroactively, unless authorized by the Commission.

An employee selected to fill a temporary position for another appointed worker shall receive the higher rate beginning on the twenty-first (21<sup>st</sup>) work day of the temporary assignment if the vacant position has a higher salary grade.

- The higher rate shall be the entry level step on the higher salary grade, or one step above the employee's current rate of pay, whichever is higher, until such time as the vacant position is filled.
- If the entry level step on the higher salary grade is less than the employee's current rate of pay, the employee shall be placed on the higher salary grade with an increase in pay of not less than one pay step above their current hourly rate.
- If the vacant position is in the lower salary grade, the employee shall retain their current rate of pay.

When an employee or deputy temporarily fills in for an elected official, that person shall receive an increase in salary beginning on the twenty-first (21<sup>st</sup>) work day of the temporary assignment.

The elected official's current salary will be aligned with the last step of the closest supervisory salary grade. The person temporarily assigned to the elected official's duties will then have their salary determined consistent with one of the methods described above.

Should the elected official's salary exceed the highest step listed on the Commission's approved salary schedule, then the person shall receive reasonable compensation as determined by the Commission.

Temporary assignments shall not exceed six months in duration, unless an extension is approved by the Commission, and shall not affect the employee's review date.

A temporary assignment shall end when the elected official's position is filled through an election or appointment.

**DRAFTED: 12-05-2011**

**APPROVED: \_\_\_\_\_**

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

**AGENDA REQUEST FORM**

Name: Tim Boyde, County Administrator

Department or Entity: County Commission

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

Date Requested – 1<sup>st</sup> Choice: December 15, 2011

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

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

Subject: **Sexual Harassment Policy**

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

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Motion to approve Sexual Harassment Policy as presented**

**Attachments:**

## SEXUAL HARRASSMENT

### POLICY

The Jefferson County Commission prohibits sexual harassment in the workplace, whether committed by supervisory or non-supervisory personnel, elected officials, or third parties.

### PROVISIONS

Title VII of the Civil Rights Act of 1964 prohibits employment discrimination on the basis of race, sex, religion, or national origin. Sexual Harassment is included among those prohibitions.

Specifically, no supervisor shall insinuate or threaten, either explicitly or implicitly, that an employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that employee's employment, wages, advancement, assigned duties, shifts, or other condition of employment or career development.

Other sexually harassing conduct in the workplace that may create an offensive work environment, whether it be in the form of physical or verbal harassment, regardless of whether committed by supervisory or non-supervisory personnel, or persons not employed by the county is prohibited. Prohibited conduct included but is not limited to:

- Repeated offensive or unwelcome sexual flirtations, advances, propositions, continued or repeated verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body;
- Sexually degrading words used to describe an individual;
- The display in the workplace of sexually suggestive objects or pictures;
- Harassment based on sexual preference;
- Retaliation for sexual harassment complaints such as disciplining, changing work assignments of, providing inaccurate work information to, or refusing to cooperate or discuss work related matters with any employee because that employee has complained about or resisted harassment, discrimination or retaliation;
- Intentionally pressuring, denying, lying about, or otherwise covering up or attempting to cover up improper conduct;
- Creating and/or spreading rumors of a sexual nature;
- Physical assaults of a sexual nature such as;
  1. Rape, sexual battery, molestation or attempts to commit these assaults; and
  2. Intentional physical contact which is sexual in nature such as touching, pinching, patting, grabbing, brushing against another employee's body or touching another employee's body.

Sexual harassment in the workplace by any employee will result in disciplinary action up to and including dismissal and may lead to personal, legal, financial liability.

- Persons involved in a confidential investigation shall cooperate and provide true and complete information.
- Employees who fail to cooperate with county investigations of sexual harassment or retaliation shall be subject to disciplinary action up to and including dismissal.
- Supervisors who allow harassing or offensive language or behavior within their work unit, or who fail to respond promptly to a complaint of sexual harassment, shall be subject to disciplinary action up to and including dismissal.

Employees are encouraged to contact their immediate supervisor, their Elected Official/Department Head, or the County Administrator if they are confronted with sexual harassment or observe any prohibited form of harassment.

- The county will maintain both a male and female contact person for complainants to use for review of an incident or concern.
- Such internal concerns will be investigated promptly, and corrective action will be taken where allegations are verified.
- No employee will suffer retaliation or intimidation as a result of using the internal review team.

## **PROCEDURES**

### **General**

It is the responsibility of each supervisor to ensure the county work environment is free from sexual harassment.

Any complainant wishing to have a review of an alleged incident may express their concern in writing, or make an oral presentation to their supervisor, to the elected official/department head, or the county administrator.

A complainant need not be limited to someone who was the target of harassment or retaliation. Anyone who has observed sexual harassment or retaliation should report it to their immediate supervisor. Upon hearing of a complaint, the supervisor must report this information to the county administrator immediately. The supervisor may be asked to help in the investigation of the complainant, if appropriate.

### **Process**

Where possible, the complainant should first discuss the incident or concern with the supervisor of the department or area from which the alleged concern originates.

The investigation will generally be as follows:

1. The investigator will create a confidential and separate file.
2. The investigator will review relevant county policies and procedures.
3. The investigator will interview the complainant and document the interview.
4. The investigator will interview the alleged perpetrator and will document the interview.
5. The investigator will interview witnesses for corroboration.
6. The investigator will prepare a report stating the nature of the complaint, information gathered, and recommendations for corrective action.
7. Dissemination of information or findings will be determined on a need-to-know basis to ensure appropriate confidentiality.
8. The investigator will review the report with the Civil Division who, together with the investigator, will separately advise the alleged victim and the alleged perpetrator of the results of the investigation.
9. The elected official/county administrator will take appropriate action recommended by the investigator and counsel.

#### **Documentation**

General information regarding Sexual Harassment will be available from the county administrator.

The elected official/county administrator will maintain all written records of incidents in separate, confidential, locked files.

Written material regarding any sexual harassment incident or concern will not be made part of an employee's personnel file.

General information regarding any disciplinary actions taken resulting from a confirmed sexual harassment investigation will be in the employee's personnel file.

Authored by: TTB

Date Prepared: 09/12/11

Approved:

<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: A. Neal Barkus

Department or Entity: Steptoe & Johnson

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

Date Requested – 1<sup>st</sup> Choice: 12/15/11

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

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

Subject: **Legal Update – Possible Executive Session**

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:

**NOTICE OF PUBLIC HEARING**

**COUNTY COMMISSION OF JEFFERSON COUNTY**

The County Commission of Jefferson County will hold a Public Hearing on Thursday, January 5, 2012, at 7:00 p.m. in the County Commission meeting room located at the Old Charles Town Library, 200 East Washington Street, Charles Town, WV 25414.

The purpose of the hearing is for public input for the Zoning Map Amendment (Rezoning) for property designated as Tax District: Harpers Ferry, Map: 9, Parcel: 39.1. This property is currently zoned Residential Growth and Residential/Light Industrial/Commercial zoning is being requested. The property is located on the south side of Route 340 (William L. Wilson Freeway); the east side of Route 27 (Millville Road) and on the north side of Route 27/2 (Allstadt's Hill Road) and is a total of 12.97 acres. James and Barbara Gibson are the owners.

Documents may be reviewed at [www.jeffersoncountywv.org](http://www.jeffersoncountywv.org).

Anyone wishing to provide written or oral comment may do so at this meeting or send comments to [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org).

A decision will be made at the County Commission Regular meeting on January 12, 2012.

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

**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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MEMORANDUM

TO: SANDY SLUSHER McDONALD, DEPUTY COUNTY ADMINISTRATOR  
JEFFERSON COUNTY COMMISSION

FROM: ROGER L. GOODWIN, CHIEF COUNTY ENGINEER *RLG*  
ENGINEERING DEPARTMENT

DATE: DECEMBER 2, 2011

SUBJECT: THE NATIONAL HUMANE EDUCATION SOCIETY  
AKA BRIGGS ANIMAL ADOPTION CENTER – PHASE I  
FILE #S10-10

Please find enclosed the construction bond(s) and security for the following project:

The National Humane Education Society aka Briggs Animal Adoption Center – Phase I (File #S10-10), which is secured by Letter of Credit #06-11 with The Bank of Clarke County, Winchester, Virginia in the amount of \$103,280.00.

The bond(s) is in compliance with the County Bonding Policy. If you have any questions, please give me a call.

**RECEIVED**

RLG:rfb

DEC 05 2011

JEFFERSON COUNTY COMMISSION

# Jefferson County Public Service District

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## Jefferson County Public Service District Regular Board Meeting November 2, 2011

The monthly meeting of the Jefferson County Public Service District was held at 7:00PM on Wednesday, November 2, 2011 in the meeting room at the Districts office in Kearneysville. Those in attendance included: Chairman, Joe Hankins; Secretary, Jim Cummins; Treasurer, Peter Appignani; General Manager, Susanne Lawton; Administrative Assistant, Ashley Stottlemeyer; Finance Manager, April Williams; Operations Manager, Joe Freeze; Pentree Engineers, John Tuggle and Zane Summerfield; District Legal Counsel, Jim Kelsh; and liaison for the County Commission, Commissioner Lyn Widmyer.

Chairman Hankins called the meeting to order at 7:00PM.

### Public Comments

Scott Tatina, Harpers Ferry resident, informed the Board that the citizens of the Westridge Hills homeowners association approved the transfer of the land and wells to the District if the District chooses to accept the offer.

Jacquelyn Milliron, Breckenridge resident, expressed her concerns with the District which she addressed to the County Commission at one of their September meetings. Some of Mrs. Milliron's comments included the need for a countywide strategic plan for sewer infrastructure; consolidation of Charles Town, Ranson, and the District regarding water and wastewater; protection of the current Capital Improvement Fee charge; completion of a median household income survey of the Districts customers; continued open communication and transparency; Board appointments containing at least one or two rate payers; and for the Board to consider what they are asking from the rate payers when developing projects.

John Maxey, Harpers Ferry resident, thanked Chairman Joe Hankins for his hard work and dedication to the District Board and appreciates all his work he has done for Jefferson County.

### Review Minutes of October 3 Regular Board Meeting

The minutes of the October 3, 2011 regular Board meeting were approved as presented.

**Action:** **Motion made by Mr. Cummins and seconded by Mr. Appignani to accept the October 3, 2011 minutes as presented. Unanimously approved.**

### OLD BUSINESS

#### Consider Request for the Return of Property at Highland Farms

This item was tabled from last month. Staff has not received any new information and the Board would like this item removed from the agenda. This item has been discussed on numerous occasions and denied in the past.

**Action:** **Motion made by Mr. Appignani and seconded by Mr. Cummins to table and remove this item from the agenda until staff receives a legal analysis/memo from the developers attorney regarding this matter. Unanimously approved.**

#### Update on Possible Partnership between Jefferson Utilities, Inc and the District Regarding Water on the Mountain

The Board has not yet seen the final report from the County on the Westridge Hills test wells study. The Board would like to wait for the final report to be published and discussions with Mr. Snyder from Jefferson Utilities before making any decisions.

**Action:** **No action taken by the Board.**

Consider Options and Process Path for Creating/Revising PSD Strategic Plan

Last month the Board had directed Ms. Lawton to prepare a short document with five or six questions seeking public comments to see what direction the public would like the District to take. The District had received a total of five public comments. Staff will continue to polish the Statement of Qualifications document and provide links on the Districts website to view necessary and background information. The Board still has conflicting feelings on whether or not to include stormwater into the Districts scope or leave it up to the County. Ms. Lawton stated that it would be helpful to get comments from Ranson on the Statement of Qualifications document to gain their prospective on the future of their system as well as the Districts.

Ms. Widmyer expressed her thoughts about the importance of this study and, only speaking for herself, she would vote to have the County Commission offer money to contribute to the costs of this project. She suggested, and the Board agreed, the Districts strategic plan should be on the same track as the County's comprehensive plan with a possible integration between the two studies. The Board would like to postpone the advertisement of the RFP until a funding solution is developed.

**Action: No action taken by the Board.**

Consider Refinance or Repayment Options for BAN for Flowing Springs Project Expenses

Ms. Lawton informed the Board that the BB&T loan approved at last months Board meeting was denied by BB&T's government loan department. She has suggested moving forward with a loan financed through MVB Bank to refinance the BAN only. The Board would like to move forward with this loan option from MVB Bank for a 15 year with an interest rate of 4.25% totaling an estimated \$5,643.00 payment per month. Mr. Kelsh informed the Board that the District must get approval from the Public Service Commission for any type of loan. The Board discussed the PSC approval issue and noted the need to proceed with the adjustment request in order to provide sufficient time for Mr. Kelsh to work on obtaining that approval before the bond documents must be executed by the December 23<sup>rd</sup> deadline given by MVB Bank.

**Action: Motion made by Mr. Appignani and seconded by Mr. Cummins to direct staff to pursue the offer from MVB Bank for a 15 year loan at 4.25% to pay off the BAN costs of \$750,000 and authorize the Chairman to execute the commitment letter from MVB Bank so Mr. Kelsh can proceed with getting Public Service Commission approval. Unanimously approved.**

Discuss Upgrades to Pump Station 5-3

Last month the Board approved rolling the costs of the upgrade for the pump station into the refinance of the BAN loan. Ms. Lawton informed the Board that the loan through BB&T was denied and the new loan through MVB Bank will not include the upgrade costs.

Mr. Kelsh recommended possibly applying for a loan through West Virginia Department of Environmental Protection or West Virginia Infrastructure and Jobs Development Council including the pump station upgrade costs, payment to Pentree for the Flowing Springs project costs, costs for the strategic plan, and any other items. Before doing this, staff will need to request a Rule 42 from Cox Hollida Price and apply for a possible rate increase with the Public Service Commission. Staff will prepare a list for next month prioritizing needed items for replacement and maintenance for the next two years. Pentree will finalize bid documents.

Ms. Widmyer informed the Board of a legislative meeting on November 29<sup>th</sup> for Jefferson, Berkeley, and Morgan Counties. She suggested the Board send any legislative issues or changes the District would like to see to her for the meeting.

**Action: No action taken by the Board.**

Consider Upgrades to Glen Haven and Cavaland Water Systems

A couple of months ago, the Board decided to move forward with engineering services by Gwin, Dobson & Foreman for the upgrade projects for both Glen Haven and Cavaland. Maintenance staff has been digging test pits in the Cavaland Subdivision to find locations and sizes of pipes. Matt Harper from Gwin, Dobson & Foreman has been on site with staff. Ms. Lawton along with Mr. Harper attended the Shepherdstown Utility meeting about possibly selling the Cavaland water system to them.

Ms. Lawton informed the Board that Broy Pump has cleaned the water tank at the Glen Haven water system finding nine holes which had to be welded. The Board commended staff and Broy Pump for completing the task with no interruptions in service for the customers.

**Action:** No action taken by the Board.

### NEW BUSINESS

#### Thank Joe Hankins for Almost 8 Years of Service as a Jefferson County Public Service District Board Member

Mr. Hankins term as a Board member will expire on December 1, 2011. The Board and District staff recognized Mr. Hankins for his almost eight years of dedicated service. Ms. Lawton presented Mr. Hankins with a plaque for the many years of service and accomplishments while on the Board. Mr. Cummins expressed his sincerest gratitude for the leadership Mr. Hankins has supplied over the last couple of years. Commissioner Lyn Widmyer also thanked Mr. Hankins and presented him with a humorous gift, The Lorax book by Dr. Seuss.

**Action:** No action taken by the Board.

Consider Approval of Draft Financial Statement 6/30/11 Presentation by Chuck Young of CoxHollidaPrice  
Chuck Young from CoxHollida Price LLP, a certified public accounting and consultant firm out of Martinsburg, WV, presented a draft of the annual audit for the fiscal year of July 1, 2010 to June 30, 2011. The District had 173% coverage for the year which exceeds the 115% required for Bond coverage. There were no reportable findings. The Board thanked Mr. Young and staff, particularly Ms. Williams, for all their work in completing the audit.

**Action:** Motion made by Mr. Cummins and seconded by Mr. Appignani to approve the draft Financial Statement ending 6/30/11 as presented with revisions noted. Unanimously approved.

#### Discussion of any Expenses over Budget

There were no items over budget this month.

**Action:** No action taken by the Board.

#### Consider Possible New Security Deposit Refund Process

Ms. Lawton informed the Board of an issue that occurred with staff regarding the return of a security deposit to a customer. Mr. Kelsh suggested a new process that would change the timeliness of when security deposits are returned to customers. Ms. Williams, Finance Manager for the District, was in the audience and stated this is the first issue staff has had with returning security deposits. Mr. Hankins stated that the process has been working for many years and this specific case is a poor test case to change a policy with a good track record since other issues were involved in this case. Ms. Williams doesn't have a problem with changing part of the policy regarding the timing of sending out final bills as they are finalized, but would like to keep the policy the same regarding the transferring of money upon Board approval. The Board decided not to change the current procedures since other factors played a part in the delaying of the security deposit in this particular case and leave it up to the discretion of staff to adjust internal procedures as necessary.

**Action:** No action taken by the Board.

#### Disbursements

**Action:** Motion made by Mr. Appignani and seconded by Mr. Cummins to approve disbursements for Cavaland water expenses in the amount of \$3675.00, Glen Haven water expenses in the amount of \$7853.86. Unanimously approved.

**Action:** Motion made by Mr. Appignani and seconded by Mr. Cummins to approve disbursements for the Public Service District expenses in the amount of \$150,362.10. Unanimously approved.

Approve Transfer of \$6,390.36 from Future Needs Account to Sewer Operating for GIS Program Equipment & New Computer

**Action:** **Motion made by Mr. Appignani and seconded by Mr. Cummins to approve the transfer of \$6,390.36 from Future Needs Account into Sewer Operating Account for GIS Program Equipment & New Computer. Unanimously approved.**

Approve Transfer of \$2,482.59 from Sewer Security Deposit Account to Sewer Operating for Security Deposit Refunds

**Action:** **Motion made by Mr. Appignani and seconded by Mr. Cummins to approve the transfer of \$2,482.59 from Sewer Security Deposit Account into Sewer Operating Account for Security Deposit Refunds. Unanimously approved.**

Approve Transfer of \$127.93 from Glen Haven Security Deposit Account to Glen Haven Operating for Security Deposit Refunds

**Action:** **Motion made by Mr. Appignani and seconded by Mr. Cummins to approve the transfer of \$127.93 from Glen Haven Security Deposit Account into Glen Haven Operating Account for Security Deposit Refunds. Unanimously approved.**

General Manager's Report

Ms. Lawton updated the Board on activities since last month's meeting.

Shepherdstown Meeting – Ms. Lawton, Joe Freeze from the District, and Matt Harper from Gwin, Dobson, Foreman attended the Shepherdstown Utility Board meeting to discuss the possibility of Shepherdstown purchasing the Cavaland water system from the District. Shepherdstown also brought up the discussion about the District possibly taking over three developments with failing septic systems that are just outside Shepherdstown service area. The three subdivisions, Heatherfield, Mecklenburg Heights, and Chaplin's Choice, were topics of discussion in 2002-2004 for a possible partnership between the two entities, but capacity issues arose at the Shepherdstown treatment plant. Mr. Cummins suggested having a meeting and getting thoughts from the 400 customers of these developments about possibly hooking up to public sewer. He would like to look at all of the options before making any decisions. Mr. Appignani would like to include the Health Department on these discussions. Mr. Hankins suggested staff go back to Shepherdstown and find out the expectations and scope they have for this project. Mr. Hankins expressed the importance of public awareness for public health and safety and how faulty septic systems can be a serious public health issue for this area. He is aware of numerous well problems near the area which may be a result of failing septic systems.

Sewer Camera – Ms. Lawton informed the Board that staff purchased a sewer camera that was approved by the Board a couple months ago.

Public Comment

Jacquelyn Milliron, Breckenridge resident, commented on the discussion regarding the District possibly providing sewer service to the three developments in Shepherdstown. She stated that there is a 20 mile radius for municipalities to service areas that are not directly in their service area. Ms. Milliron has friends in these neighborhoods and she learned from them that the town tried to initiate a project to service the area but the communities rejected it. She doesn't feel the District customers should have to contribute to a project that was initially rejected by the communities. Ms. Milliron also thanked Mr. Hankins for his years of service as a Board member.

Mr. Kelsh stated the radius is 10 or 20 miles depending upon the type of municipality, but either way they are in the Shepherdstown service area according to this rule.

Correspondence

None.

Discuss American Farm Bureau Federation v. Environmental Protection Agency

The District was granted intervener status in the case. There have been no other new updates in the case.

**Action: No action taken by the Board.**

Discuss Availability Charge Case, Public Service Commission Case No. 11-0872-PSD-T  
The District is waiting for an order from the Public Service Commission.

**Action: No action taken by the Board.**

**Action: Motion made by Mr. Appignani and seconded by Mr. Cummins to convene in executive session for the purpose of discussing litigation and contract negotiations. Unanimously approved.**

Mr. Appignani excused himself from the discussions on the Jefferson Utilities, Inc General Investigation case currently at the Public Service Commission.

**Action: Motion made by Mr. Cummins and seconded by Mr. Appignani to return to public session. Unanimously approved.**

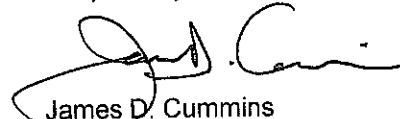
**Action: Motion made by Mr. Hankins and seconded by Mr. Cummins to assign Mr. Cummins settlement authority representing the District in the Jefferson Utilities general investigation Public Service Commission case. Approved 2-0. Mr. Appignani abstained from voting.**

**Action: Motion made by Mr. Cummins and seconded by Mr. Appignani to adjourn. Unanimously approved.**

There being no further business at this time, the meeting was adjourned at 10:35PM

The next regular meeting is scheduled for December 5, 2011 at 7:00pm at 340 Edmond Road, Suite A at the Districts office in Kearneysville.

Respectfully Submitted,



James D. Cummins  
Secretary



Peter L. Appignani  
Treasurer

**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)

MEMORANDUM

TO: SANDY SLUSHER McDONALD, DEPUTY COUNTY ADMINISTRATOR  
JEFFERSON COUNTY COMMISSION

FROM: ROGER L. GOODWIN, CHIEF COUNTY ENGINEER *RLG*  
ENGINEERING DEPARTMENT

DATE: DECEMBER 7, 2011

SUBJECT: JEFFERSON ASPHALT PRODUCTS COMPANY  
FILE #S11-12

Please find enclosed the construction bond(s) and security for the following project:

Jefferson Asphalt Products Company (File #S11-12), which is secured by Letter of Credit #1259 with Centra Bank, Martinsburg, West Virginia in the amount of \$118,351.00.

The bond(s) is in compliance with the County Bonding Policy. If you have any questions, please give me a call.

RLG:rfb

**RECEIVED**  
DEC 8 / 2011  
JEFFERSON COUNTY COMMISSION

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

Week Ending Date	Week Ending December 3, 2011
<b>To be Deposited on:</b>	December 9, 2011
Amount Played	69,622,760.37
Amount Won	62,529,067.10
Amount Promo	209,249.00
MWAP Contribution	<u>5,979.39</u>
<b>Adjusted Gross Terminal Revenue</b>	<b><u>6,878,464.88</u></b>
Administrative Costs @ 4%	0.00
Excess Lottery Fund @ 4%	275,138.59
<b>Net Terminal Revenue</b>	<b><u>6,603,326.29</u></b>
Surcharge @ 10%	660,332.64
State Share Excess @ 58%	382,992.93
Track Share of Capital Reinvestment @ 42%	277,339.71
Track Share of Capital Reinvestment @ 42% - 96%	\$ 266,246.12
Track Share of Capital Reinvestment @ 42% - 4%	\$ 11,093.59
<b>Adjusted Net Terminal Revenue</b>	<b><u>5,942,993.65</u></b>
Racetrack @ 46.50% / 42%	2,496,057.33
Lottery Fund @ 30% / 0%	0.00
Excess Lottery Fund @ 0% / 41%	2,436,627.39
Race Track Purses @ 7% / 14% / 8%	475,439.49
Workers' Compensation Debt Reduction @ 7% / 0%	0.00
Employee Pension Fund @ 1% / .5%	29,714.97
Greyhound Development @ .75%	44,572.45
Thoroughbred Development @ .75%	44,572.45
Racing Commission @ 1%	59,429.94
County/Municipality @ 2%	118,859.88
<b>3% Funds:</b>	
Tourism Promotion Fund @ 1.375%	81,716.16
Development Office Promotion Fund @ .375%	22,286.23
Research Challenge Fund @ .5%	29,714.97
Capitol Renovation and Improvement Fund @ .6875%	40,858.08
2004 Capitol Complex Parking Garage Fund @ .0625%	3,714.37
<b>1% Funds:</b>	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	29,714.97
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>29,714.97</u>
	<b><u>5,942,993.65</u></b>

**WEST VIRGINIA LOTTERY**  
**First Benchmark**  
**Charles Town**  
**County / City Split**  
**Fiscal Year 2012**

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 8.19%	CHARLES TOWN 41.20%	HARPERS FERRY 2.24%	RANSON 34.78%	SHEPHERDS TOWN 13.59%
2 days ending: 7/1/2011 - 7/2/2011	\$ 69,824.12	\$ 69,824.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Week Ending:								
07/09/11	\$ 171,717.28	\$ 171,717.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/16/11	\$ 143,019.52	\$ 143,019.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/23/11	\$ 146,508.00	\$ 146,508.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/30/11	\$ 144,510.28	\$ 144,510.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/06/11	\$ 151,495.28	\$ 151,495.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/13/11	\$ 149,711.80	\$ 117,350.38	\$ 32,361.42	\$ 2,650.40	\$ 13,332.90	\$ 724.90	\$ 11,255.30	\$ 4,397.92
08/20/11	\$ 143,228.24	\$ 71,614.12	\$ 71,614.12	\$ 5,865.20	\$ 29,505.01	\$ 1,604.16	\$ 24,907.39	\$ 9,732.36
08/27/11	\$ 126,864.28	\$ 63,432.14	\$ 63,432.14	\$ 5,195.09	\$ 26,134.04	\$ 1,420.88	\$ 22,061.70	\$ 8,620.43
09/03/11	\$ 161,675.52	\$ 80,837.76	\$ 80,837.76	\$ 6,620.61	\$ 33,305.16	\$ 1,810.77	\$ 28,115.37	\$ 10,985.85
09/10/11	\$ 169,691.60	\$ 84,845.80	\$ 84,845.80	\$ 6,948.87	\$ 34,956.47	\$ 1,900.55	\$ 29,509.37	\$ 11,530.54
09/17/11	\$ 133,497.24	\$ 66,748.62	\$ 66,748.62	\$ 5,466.71	\$ 27,500.43	\$ 1,495.17	\$ 23,215.17	\$ 9,071.14
09/24/11	\$ 137,859.60	\$ 68,929.80	\$ 68,929.80	\$ 5,645.35	\$ 28,399.08	\$ 1,544.03	\$ 23,973.78	\$ 9,367.56
10/01/11	\$ 137,743.28	\$ 68,871.64	\$ 68,871.64	\$ 5,640.59	\$ 28,375.12	\$ 1,542.72	\$ 23,953.55	\$ 9,359.66
10/08/11	\$ 141,733.80	\$ 70,866.90	\$ 70,866.90	\$ 5,804.00	\$ 29,197.16	\$ 1,587.42	\$ 24,647.51	\$ 9,630.81
10/15/11	\$ 150,525.32	\$ 75,262.66	\$ 75,262.66	\$ 6,184.01	\$ 31,008.22	\$ 1,685.88	\$ 26,176.35	\$ 10,228.20
10/22/11	\$ 137,515.44	\$ 68,757.72	\$ 68,757.72	\$ 5,631.26	\$ 28,328.18	\$ 1,540.17	\$ 23,913.94	\$ 9,344.17
10/29/11	\$ 121,015.96	\$ 60,507.98	\$ 60,507.98	\$ 4,955.60	\$ 24,929.29	\$ 1,355.38	\$ 21,044.68	\$ 8,223.03
11/05/11	\$ 141,347.76	\$ 70,673.88	\$ 70,673.88	\$ 5,788.19	\$ 29,117.64	\$ 1,583.09	\$ 24,580.38	\$ 9,604.58
11/12/11	\$ 135,254.20	\$ 67,627.10	\$ 67,627.10	\$ 5,538.66	\$ 27,862.36	\$ 1,514.85	\$ 23,520.71	\$ 9,190.52
11/19/11	\$ 121,381.20	\$ 60,690.60	\$ 60,690.60	\$ 4,970.56	\$ 25,004.53	\$ 1,359.47	\$ 21,108.19	\$ 8,247.85
11/26/11	\$ 148,281.08	\$ 74,140.54	\$ 74,140.54	\$ 6,072.11	\$ 30,545.90	\$ 1,660.75	\$ 25,786.08	\$ 10,075.70
12/03/11	\$ 118,859.88	\$ 59,429.94	\$ 59,429.94	\$ 4,867.31	\$ 24,485.14	\$ 1,331.23	\$ 20,669.73	\$ 8,076.53
<b>Subtotal</b>	<b>\$ 3,203,260.68</b>	<b>\$ 2,057,662.06</b>	<b>\$ 1,145,598.62</b>	<b>\$ 93,824.52</b>	<b>\$ 471,986.63</b>	<b>\$ 25,661.42</b>	<b>\$ 398,439.20</b>	<b>\$ 155,686.85</b>

Benchmark Goal @ 2%     \$   912,063.48

Remainder until 1% / 1% Split     \$                   -

## VIDEO LOTTERY REPORT

FY 2009

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

FY 2010

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

FY 2011

Date	Amount
7/3/2010	115,402.58
7/10/2010	205,731.64
7/17/2010	161,386.76
7/24/2010	160,368.28
7/31/2010	157,802.08
8/7/2010	136,494.98
8/14/2010	78,376.68
8/21/2010	76,199.02
8/28/2010	72,460.03
9/4/2010	76,362.84
9/11/2010	82,969.36
9/18/2010	67,638.78
9/25/2010	70,435.06
10/2/2010	71,013.86
10/9/2010	69,311.50
10/16/2010	75,234.62
10/23/2010	70,290.80
10/30/2010	65,615.04
11/6/2010	61,337.62
11/13/2010	64,595.28
11/20/2010	56,010.08
11/27/2010	71,170.90
12/4/2010	53,215.08
12/11/2010	46,944.00
12/18/2010	42,076.76
12/25/2010	50,450.28
1/1/2011	85,152.12
1/8/2011	54,301.30

FY 2012

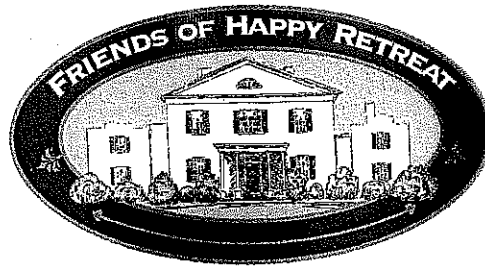
Date	Amount
7/1-2/2011	69,824.12
7/9/2011	171,717.28
7/16/2011	143,019.52
7/23/2011	146,508.00
7/30/2011	144,510.28
8/6/2011	151,495.28
8/13/2011	117,350.38
8/20/2011	71,614.12
8/27/2011	63,432.14
9/3/2011	80,837.76
9/10/2011	84,845.80
9/17/2011	66,748.62
9/24/2011	68,929.80
10/1/2011	68,871.64
10/8/2011	70,866.90
10/15/2011	75,262.66
10/22/2011	68,757.72
10/29/2011	60,507.98
11/5/2011	70,673.88
11/12/2011	67,627.10
11/19/2011	60,690.60
11/26/2011	74,140.54
12/3/2011	59,429.94

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
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
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
4/4/2009	75,968.30	4/3/2010	70,636.28	4/2/2011	70,846.58
4/11/2009	75,964.94	4/10/2010	69,692.79	4/9/2011	67,076.78
4/18/2009	80,598.22	4/17/2010	69,335.92	4/16/2011	64,698.56
4/25/2009	75,571.46	4/24/2010	68,714.11	4/23/2011	67,674.14
5/2/2009	73,957.05	5/1/2010	68,799.06	4/30/2011	66,807.50
5/9/2009	76,697.22	5/8/2010	67,403.54	5/7/2011	66,379.74
5/16/2009	71,925.70	5/15/2010	70,186.32	5/14/2011	66,699.76
5/23/2009	81,395.43	5/22/2010	64,695.71	5/21/2011	63,210.44
5/30/2009	82,161.55	5/29/2010	67,157.40	5/28/2011	64,724.06
6/6/2009	74,895.74	6/5/2010	77,371.80	6/4/2011	74,952.34
6/13/2009	67,327.23	6/12/2010	66,106.29	6/11/2011	62,203.12
6/20/2009	75,500.53	6/19/2010	64,888.48	6/18/2011	61,200.76
6/27/2009	67,354.10	6/26/2010	63,950.29	6/25/2011	65,470.44
6/30/2009 ***	32,059.58	6/30/2010	29,667.19	6/30/2011	34,351.16

TOTALS 4403564.04 4041141.56 4016541.01 2057662.06

Table Game Revenue  
FY 2011

Date	Amount
July/August, 2010	154,185.68
September, 2010	94,247.84
October, 2010	105,903.60
November, 2010	108,717.67
December, 2010	118,721.11
January, 2011	106,189.21
February, 2011	105,776.45
March, 2011	120,927.10
April, 2011	130,654.61
May, 2011	130,492.02
June, 2011	121,576.41
July, 2011	141,718.01
August, 2011	137,473.92
September, 2011	110,375.25
October, 2011	124,273.94
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Jefferson County Commission

November 21, 2011

Dear Happy Retreat Patron,

As the year draws to a close we would like to thank you for your past support of our efforts to acquire Charles Washington's Happy Retreat and to ask for your continued support.

This has been a promising and exciting time as we have progressed towards the purchase of the property. In spring 2011, Friends of Happy Retreat (FOHR) entered into discussions with Academy Award winning actor Richard Dreyfuss to jointly purchase the property as part of "The Dreyfuss Initiative" (TDI), a non-profit corporation formed to revive, elevate and enhance the teaching of civics in the United States of America. As a component of TDI, Happy Retreat would house the George Washington institute for the study of the Enlightenment and "...serve as a global symbol of George Washington's legacy and America's unique experience in republican democracy." Furthermore, it would be a place for scholars, students and tourists to explore, contemplate and learn about the principles underlying the Founding of this country.

Joint use of the property by FOHR and TDI would be an ideal partnership. FOHR would utilize the property to advance the growth of heritage tourism, for local events, education and cultural opportunities while TDI would attract visitors and significant economic benefit. Through the summer plans were developed for the joint administration and purchase of the property with a target purchase date of September 17, 2011. Richard Dreyfuss, who had raised the funds to purchase the property, was to be in Charles Town, the weekend of September, 17<sup>th</sup> to make that announcement. As many of you know, days before the visit, funding for TDI purchase fell through and Mr. Dreyfuss could only speak of his commitment to purchase the property.

Although this was a disappointing development, it failed to diminish our resolve and that of TDI to purchase and utilize this property. Since September, we have been working directly with Mr. Dreyfuss, who remains committed to the success of our efforts. These efforts have received national attention. The National Trust for Historic Preservation published a story on its website titled "Good News for Happy Retreat" in October describing our progress.

While we are certain that involvement of TDI will greatly enhance our ability to acquire the property, your support remains essential to turn our dream for Charles Washington's Happy Retreat into a reality. Please go to our website at [www.happyretreat.org](http://www.happyretreat.org) to make a donation by credit card via the "Network for Good." Or you can contribute by sending a check payable to Friends of Happy Retreat, P.O. Box 1427, Charles Town, WV 25414, or write us with a pledge amount at the same address. Thank you again for your continued support.

Sincerely,

J. Randolph Hilton, President, Friends of Happy Retreat

**Sandy McDonald**

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**From:** "Melinda Cole" <lucsmom@hotmail.com>  
**To:** <pnoland@jeffersoncountywv.org>; <dmanuel@frontiernet.net>; <fberrymorgan@aol.com>;  
<lynwidmyer@gmail.com>; <waterpellish@mac.com>  
**Cc:** <nhosby@jeffersoncountywv.org>; <sandy@jeffersoncountywv.org>  
**Sent:** Thursday, December 08, 2011 12:17 PM  
**Subject:** JCPSD Vote

Members of the Jefferson County Commission,

I appreciate you taking a few minutes to listen to a constituent. I am a PSD rate payer in Jefferson County and have lived here for eight years. It is very important to me that we have a PSD rate payer on the JCPSD. I am writing to encourage a vote for Roger Forshee. I believe Roger is the best contestant for this position for many reason. Not only has Roger been an excellent Home Owner Association President for many years, my son's t-ball coach and a wonderful neighbor but most importantly he is a PSD rate payer without question. I know that Roger Forshee is a man of integrity which should also be of foremost concern in finding a suitable candidate for a position on the Jefferson County Public Service District.

Thank you for your time,  
Melinda Cole  
87 Trotting Way  
Charles Town, WV 25414