

**AGENDA**  
**JEFFERSON COUNTY COMMISSION**  
**THURSDAY, JUNE 7, 2012**  
**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. Paul Shroyer, Director of Financial Management  
- Budget Analysis - Discussion  
- Approval of Internal Budget Revisions - #13, 14, 15, 16 and 17 -  
Discussion/Action
2. 10:00 a.m. Roger Goodwin, Chief County Engineer  
- Proposed Amendments to the Bonding Policy - Tolling of Bonding Provisions  
Discussion/Action
3. 10:30 a.m. Break

**UNFINISHED BUSINESS:**

4. County Commission Projects and Priorities - Discussion/Action
5. Meeting Room Policy - Discussion/Action

## **NEW BUSINESS:**

6. Request to use the Commission Meeting Room by Ann Conlan for a free community workshop on Creating a Life You Love - Discussion/Action
7. Approval of Community Partnership Grant Resolution for Citizen's Fire Company in the amount of \$10,000 - Discussion/Action
8. Approval of Community Partnership Grant Resolution for Animal Welfare Society in the amount of \$10,000 - Discussion/Action
9. Approval of Community Partnership Grant Resolution for Animal Welfare Society in the amount of \$20,000 - Discussion/Action
10. Approval of Community Partnership Grant Resolution for Jefferson Memorial Hospital in the amount of \$15,000 - Discussion/Action
11. Approval of Community Partnership Grant Resolution for Jefferson Memorial Hospital in the amount of \$25,000 - Discussion/Action
12. Set Date for Work Session - Jefferson County Fire and Rescue Association - Discussion/Action

## **COUNTY ADMINISTRATOR REPORTS**

## **COUNTY COMMISSION REPORTS**

## **13. ADJOURN**

## **CORRESPONDENCE:**

Notice of Public Hearing on Thursday, June 21, 2012 at 7:00 p.m. regarding draft amendments to the Impact Fee Ordinance that addresses the affordable house component required to be implemented by July 1, 2012.

Weekly Settlement for Hollywood Casinos at Charles Town Races and Slot received for week ending May 26, 2012 received from the West Virginia Lottery.

Letter received from Glen B. Gainer, III concerning the County Commission in-service training program being held on August 7, 2012 at the Mountaineer Racetrack and Resort in Chester, West Virginia.

Community Bulletin received from the National Park Service U.S. Department of the Interior.

June issue of the Valley Views received from the Potomac Valley Audubon Society.

Notice of a Public Hearing scheduled on June 14<sup>th</sup>, 2012 at 7:00 p.m. on a Zoning Map Amendment (Rezoning) for property designated as Tax District: Harpers Ferry, Map :9-2, Parcel: 58. This property is located on the south side of Route 340 (William L. Wilson Freeway) and to the east side of Route 27/2 (Alstadt's Hill Road) and is a total of 8.98 acres. This property is currently zoned Residential Growth and a request has been made b the owner, Gene Capriotti to change the zoning to Residential/Light Industrial/Commercial.

Invitation to the Senior Picnic held at Sam Michael's Park Pavilion on Thursday, June 7, 2012 beginning at 11:00 a.m.

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



# Minutes

## Jefferson County Commission

Thursday, May 31, 2012

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A meeting of the Jefferson County Commission was held on Thursday, May 31, 2012 in the County Commission meeting room at the Old Charles Town Library located at 200 E. Washington Street, Charles Town, West Virginia. Present were Commissioners Patricia Noland, Dale Manuel, Frances Morgan, Lyn Widmyer and Walt Pellish; Debbie Keyser, Acting County Administrator, Debbie Stellato, Administrative Assistant, Jimmy Eddie, Bailiff. (An audio tape of this May 31, 2012 meeting is available through the Jefferson County Commission Office.)

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

### PLEDGE OF ALLEGIANCE

Commissioner Morgan led the Pledge of Allegiance.

### APPROVAL OF MINUTES

Motion by Ms. Morgan to approve the Monday, May 14, 2012 Special Session Minutes of the Board of Canvassers as presented. Motion seconded by Mr. Manuel and unanimously approved.

Motion by Ms. Morgan to approve the Tuesday, May 15, 2012 Special Session Minutes of the Board of Canvassers as presented. Motion seconded by Mr. Pellish and unanimously approved.

Motion by Mr. Manuel to approve the Thursday, May 17, 2012 Special Session Minutes of the Board of Canvassers as presented. Motion seconded by Mr. Pellish and carried 4-0. Ms. Morgan abstained from voting due to her absence on May 17, 2012.

Motion by Mr. Manuel to approve the Minutes of the May 17, 2012 regular meeting as amended. Motion seconded by Mr. Pellish and carried 4-0. Ms. Morgan abstained from voting due to her absence on May 17, 2012.

### APPROVAL OF PURCHASE ORDERS

Motion by Ms. Morgan to approve Purchase Orders of May 31, 2012 in the amount of \$59,047.29, being purchase order numbers: 50846, 51153, 51154, 51156, 53300, 49682, 49683, 49684, 49685, 49686, 51011, 49733, 49734, 49736, 51000, 51002, 50127, 51029, 51030, 53195, 49729, 49737, 50705, 50706, 49617, 50902, 50903, 50904, 50905, 50906, 50907, 50909, 50910, 50911, 50912, 50913, 50914, 50915, 50792, and 53144. Motion seconded by Ms. Widmyer and unanimously approved.

### APPROVAL OF ACCOUNTS PAYABLE:

Motion by Mr. Manuel to approve the accounts payable for May 24, 2012 in the amount of \$498,716.17. Motion seconded by Ms. Morgan and unanimously approved.

CHKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
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067288	PAYROLL	AMERICAN FAMILY LIFE ICU		\$ -	\$ 4,413.46	\$ 4,413.46
067289	GRANT	AFRICAN AMERICAN COMMUNI		\$ -	\$ 1,990.00	\$ 1,990.00
067290	425	COMCAST		\$ -	\$ 346.96	\$ 346.96
067291	425	ABH SERVICES, INC.	49732	\$ 90.00	\$ -	\$ 90.00
067292	ALLOC	AHA/ART&HUMANITIES ALLNC		\$ -	\$ 1,808.94	\$ 1,808.94
067293	413	APPLE VALLEY OFF.PRODUCT	52901	\$ 164.29	\$ -	\$ 164.29
067294	424	AUDITHEAD, LLC	49728	\$ 468.50	\$ -	\$ 468.50
067295	PAYROLL	AMERICAN GENERAL FINANCE		\$ -	\$ 100.00	\$ 100.00
067296	401	ANALYTICAL SERVICE, INCOR	51024	\$ 520.00	\$ -	\$ 520.00
067297	425	B-K OFFICE SUPPLY INC	49727	\$ 201.92	\$ -	\$ 201.92
067298	PAYROLL	BUREAU F/CHILD SUPPORT		\$ -	\$ 49.85	\$ 49.85
067299	PAYROLL	BUREAU F/CHILD SPRT ENF		\$ -	\$ 212.31	\$ 212.31
067300	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 461.54	\$ 461.54
067301	413	CASTO & HARRIS INC	49680	\$ 95.79	\$ -	\$ 95.79
067302	712	FRONTIER WV, INC		\$ -	\$ 380.00	\$ 380.00
067303	PAYROLL	CHILD SUPPORT ENFORCE AG		\$ -	\$ 27.69	\$ 27.69
067304	PAYROLL	COLONIAL LIFE		\$ -	\$ 1,158.91	\$ 1,158.91
067305	PAYROLL	DIVERSIFIED COLLECTION		\$ -	\$ 154.83	\$ 154.83
067306	PAYROLL	DOUG EVANS		\$ -	\$ 274.31	\$ 274.31
067307	405	FEDEX		\$ -	\$ 33.17	\$ 33.17
067308	424	FISHER AUTO PARTS	49723	\$ 117.87	\$ -	\$ 117.87
067308	700	FISHER AUTO PARTS	49723	\$ 517.56	\$ -	\$ 517.56
067309	PAYROLL	GUARDIAN - APPLETON		\$ -	\$ 7,537.55	\$ 7,537.55
067309	PAYROLL	GUARDIAN - APPLETON		\$ -	\$ 1,674.10	\$ 1,674.10
067310	413	STEPHANIE GROVE		\$ -	\$ 11.10	\$ 11.10
067311	424	GUTTMAN OIL CO		\$ -	\$ 18,326.02	\$ 18,326.02
067312	428	HIGH PERFORMANCE CABLING		\$ -	\$ 881.10	\$ 881.10
067313	424	HASLER INC.	53036	\$ 79.98	\$ -	\$ 79.98
067314	PAYROLL	ING NATIONAL TRUST		\$ -	\$ 1,110.00	\$ 1,110.00
067315	ALLOC	JEFFERSON COUNTY HISTORI		\$ -	\$ 1,808.94	\$ 1,808.94
067316	700	JIM'S AUTO REPAIR	49735	\$ 40.00	\$ -	\$ 40.00
067317	425	JEFFERSON COUNTY SOLID	53045	\$ 18.55	\$ -	\$ 18.55
067318	PAYROLL	JEFFERSON SECURITY BANK		\$ -	\$ 40.00	\$ 40.00
067318	PAYROLL	JEFFERSON SECURITY BANK		\$ -	\$ 4,295.48	\$ 4,295.48
067319	GRANT	JC BLACK HISTORY		\$ -	\$ 1,715.00	\$ 1,715.00
067320	425	JOHN DEERE FINANCIAL	49719	\$ 64.55	\$ -	\$ 64.55
067321	700	JASPER ENGINE&TRANSMISSN	49726	\$ 2,719.00	\$ -	\$ 2,719.00
067322	PAYROLL	COMPROLLER OF MARYLAND		\$ -	\$ 755.34	\$ 755.34
067323	425	HOME DEPOT CREDIT SERVIC		\$ -	\$ 290.18	\$ 290.18
067324	425	V.E. MAUCK PLUMBING SPPL	49730	\$ 37.50	\$ -	\$ 37.50

067325	PAYROLL	MD CHILD SUPPORT ACCOUNT		\$ -	\$ 18.46	\$ 18.46
067326	PAYROLL	HIGHMARK WV		\$ -	\$ 138,022.79	\$ 138,022.79
067327	PAYROLL	HELEN M. MORRIS, TRUSTEE		\$ -	\$ 150.00	\$ 150.00
067328	404	TONEY MILBOURNE	50791	\$ 750.00	\$ -	\$ 750.00
067329	PAYROLL	NATIONWIDE RETIREMENT		\$ -	\$ 774.00	\$ 774.00
067330	712	NORFOLK SOUTHERN CORP	51001	\$ 12.00	\$ -	\$ 12.00
067331	425	ORSINI'S	49731	\$ 99.00	\$ -	\$ 99.00
067332	ALLOC	JEFF CO PARKS &		\$ -	\$ 18,993.78	\$ 18,993.78
067333	402	PIFER OFFICE SUPPLY, INC	49681	\$ 21.40	\$ -	\$ 21.40
067333	406	PIFER OFFICE SUPPLY, INC	53295	\$ 242.95	\$ -	\$ 242.95
067334	425	RCS SECURITY	49724	\$ 285.00	\$ -	\$ 285.00
067335	401	RICOH USA, INC.		\$ -	\$ 505.46	\$ 505.46
067335	403	RICOH USA, INC.		\$ -	\$ 575.16	\$ 575.16
067335	404	RICOH USA, INC.		\$ -	\$ 247.80	\$ 247.80
067335	405	RICOH USA, INC.		\$ -	\$ 847.80	\$ 847.80
067335	406	RICOH USA, INC.		\$ -	\$ 247.80	\$ 247.80
067335	425	RICOH USA, INC.		\$ -	\$ 96.20	\$ 96.20
067335	433	RICOH USA, INC.		\$ -	\$ 394.82	\$ 394.82
067335	440	RICOH USA, INC.		\$ -	\$ 394.82	\$ 394.82
067335	700	RICOH USA, INC.		\$ -	\$ 591.80	\$ 591.80
067335	712	RICOH USA, INC.		\$ -	\$ 534.16	\$ 534.16
067336	PAYROLL	STATE DPT O/TAX & REVENU		\$ -	\$ 1.11	\$ 1.11
067336	PAYROLL	STATE DPT O/TAX & REVENU		\$ -	\$ 29,088.70	\$ 29,088.70
067336	PAYROLL	STATE DPT O/TAX & REVENU		\$ -	\$ 94.18	\$ 94.18
067337	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 17.84	\$ 17.84
067337	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 63.94	\$ 63.94
067337	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 34,978.30	\$ 34,978.30
067337	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 0.72	\$ 0.72
067337	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 2.59	\$ 2.59
067337	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 9,753.60	\$ 9,753.60
067338	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 88.10	\$ 88.10
067338	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 39,385.11	\$ 39,385.11
067338	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 2.11	\$ 2.11
067339	PAYROLL	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 8,722.30	\$ 8,722.30
067340	PAYROLL	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 13,340.02	\$ 13,340.02
067341	401	WEST VA DEVELOPMENT OFFI		\$ -	\$ 4,000.00	\$ 4,000.00
067342	GRANT	TRENARY SERVICE CO		\$ -	\$ 11,592.00	\$ 11,592.00
067343	425	TRENARY SERVICE CO	49725	\$ 289.00	\$ -	\$ 289.00
067344	ALLOC	JEFFERSON CO CONVENTION		\$ -	\$ 22,611.64	\$ 22,611.64
067345	405	WEST PAYMENT CENTER	50419	\$ 1,946.55	\$ -	\$ 1,946.55
067346	PAYROLL	WV PUB EMP RETIRE SYS		\$ -	\$ 24,349.96	\$ 24,349.96

067346	PAYROLL	WV PUB EMP RETIRE SYS	\$ -	\$ 1.12	\$ 1.12
067347	PAYROLL	WV PUB EMP RETIRE SYS	\$ -	\$ 3.61	\$ 3.61
067347	PAYROLL	WV PUB EMP RETIRE SYS	\$ -	\$ 78,460.69	\$ 78,460.69
067348	PAYROLL	WV CPRB/LOAN DIVISION	\$ -	\$ 133.20	\$ 133.20
067349	413	LOCKE WYSONG	\$ -	\$ 23.87	\$ 23.87
067350	413	JEAN L ROBERTS	\$ -	\$ 6.66	\$ 6.66
067351	413	JAMES EDDY	\$ -	\$ 19.98	\$ 19.98
067352	413	CHARLES HENRY	\$ -	\$ 5.55	\$ 5.55
067353	413	NANCY JO UPWRIGHT	\$ -	\$ 13.88	\$ 13.88
067354	413	NORA DRISH	\$ -	\$ 24.98	\$ 24.98
067355	413	MARY R. RING	\$ -	\$ 22.20	\$ 22.20
067356	413	PAUL WILT	\$ -	\$ 19.98	\$ 19.98
067357	413	VIVIAN HENRY	\$ -	\$ 14.99	\$ 14.99
067358	413	GARY HENRY	\$ -	\$ 9.44	\$ 9.44
067359	413	CATHRYN JACKSON	\$ -	\$ 7.77	\$ 7.77
067360	413	PATRICIA BLEVINS	\$ -	\$ 33.30	\$ 33.30
067361	413	VIRGINIA M. KEENEY	\$ -	\$ 13.88	\$ 13.88
067362	413	ANITA FLESHMAN	\$ -	\$ 24.42	\$ 24.42
067363	413	ROBERT GRAF SR.	\$ -	\$ 23.31	\$ 23.31
067364	413	ELIZABETH COYLE	\$ -	\$ 27.75	\$ 27.75
067365	413	MELINDA MAYE	\$ -	\$ 19.43	\$ 19.43
067366	413	REBECCA JONES	\$ -	\$ 9.99	\$ 9.99
067367	413	DEVON ENGLE	\$ -	\$ 19.43	\$ 19.43
067368	413	KIM HOTALING	\$ -	\$ 16.65	\$ 16.65
067369	413	LAUREN JONES	\$ -	\$ 23.87	\$ 23.87
067370	413	JENNIFER SCHULTZ	\$ -	\$ 25.53	\$ 25.53
067371	413	JENNIFER JONES	\$ -	\$ 16.65	\$ 16.65
067372	413	DEBORAH ROYALTY	\$ -	\$ 5.55	\$ 5.55
067373	413	ANGELA BREEDEN	\$ -	\$ 24.98	\$ 24.98
067374	413	WILLIAM J. CARROLL, JR.	\$ -	\$ 50.00	\$ 50.00
067375	413	PETER FRICKE	\$ -	\$ 31.08	\$ 31.08
067376	413	KIMBERLY HAMILTON	\$ -	\$ 33.30	\$ 33.30
067377	413	LOLA BANE	\$ -	\$ 50.00	\$ 50.00
067378	413	LORNA FRYE	\$ -	\$ 23.87	\$ 23.87
067379	413	BRIAN HIGGS	\$ -	\$ 50.00	\$ 50.00
067380	413	KELLEE MOULTON-BALL	\$ -	\$ 50.00	\$ 50.00
067381	413	ELIZABETH JONES	\$ -	\$ 50.00	\$ 50.00
067382	413	LUCY NAPPER	\$ -	\$ 50.00	\$ 50.00
067383	413	JEAN GARRETSON	\$ -	\$ 50.00	\$ 50.00
067384	413	AMY SILVER	\$ -	\$ 50.00	\$ 50.00
067385	413	TRACY BALL	\$ -	\$ 50.00	\$ 50.00

TOTAL						\$ 498,716.17
TOTAL			\$ 8,781.41	\$ 489,934.76		\$ 498,716.17

Motion by Mr. Manuel to approve the accounts payable for May 31, 2012 in the amount of \$23,135.11. Motion seconded by Ms. Morgan and unanimously approved.

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
067387	712	AT&T/GA		\$ -	\$ 198.99	\$ 198.99
067388	412	BARDANE PUBLIC HEALTH CT		\$ -	\$ 383.00	\$ 383.00
067389	425	OLD CHARLES TOWN LIBRARY		\$ -	\$ 1,500.00	\$ 1,500.00
067390	402	BONNIE DORMAN		\$ -	\$ 73.00	\$ 73.00
067391	433	TODD FAGAN		\$ -	\$ 13.03	\$ 13.03
067392	433	JESSICA GORMONT		\$ -	\$ 13.56	\$ 13.56
067393	406	GLOBAL SCIENCE & TECH	53299	\$ 525.37	\$ -	\$ 525.37
067394	401	JEFFERSON PUBLISH CO INC		\$ -	\$ 64.90	\$ 64.90
067395	700	JIM'S AUTO REPAIR	49738	\$ 20.00	\$ -	\$ 20.00
067396	712	DR ROBERT JONES		\$ -	\$ 1,000.00	\$ 1,000.00
067397	402	JENNIFER S. MAGHAN		\$ -	\$ 73.00	\$ 73.00
067398	402	GAIL MAGAHA		\$ -	\$ 73.00	\$ 73.00
067399	440	MICHAEL MONAGHAN		\$ -	\$ 97.00	\$ 97.00
067400	424	POTOMAC EDISON/OH		\$ -	\$ 1,660.78	\$ 1,660.78
067400	425	POTOMAC EDISON/OH		\$ -	\$ 13,499.68	\$ 13,499.68
067401	425	RCS SECURITY		\$ -	\$ 66.00	\$ 66.00
067402	700	SIRCHIE	50908	\$ 82.12	\$ -	\$ 82.12
067403	401	JOHN STEVENS		\$ -	\$ 167.42	\$ 167.42
067404	975	SUMMIT COMMUNITY BANK		\$ -	\$ 2,441.41	\$ 2,441.41
067405	425	THOMPSON GAS		\$ -	\$ 37.09	\$ 37.09
067406	412	WVU	53142	\$ 1,145.76	\$ -	\$ 1,145.76
TOTAL				\$ 1,773.25	\$ 21,361.86	\$ 23,135.11
TOTAL						\$ 23,135.11

### PUBLIC COMMENT

Jennifer Brockman, Director of Planning & Zoning, gave an overview of the proposed amendments to be discussed at the Public Hearing this evening at 7:00 p.m. with regard to an extension of validity of developers' plans. Ms. Brockman also advised the Commission of projects that would benefit from granting the extension and stated that the Planning Commission had approved the extension 8-1.

**PRESENTATIONS:**

1. Motion by Ms. Morgan to convene as a Board of Canvassers for the purpose of recertifying the results of the canvass of ballots held on Monday, May 14 and Tuesday, May 15, 2012. Motion seconded by Mr. Manuel and unanimously approved.

Wendy Evangelisti, Deputy County Clerk, resubmitted the Certification document to the Canvassers. Ms. Evangelisti advised the Canvassers that no candidate complaints had been received since the ballots were originally certified on May 17, 2012. Ms. Widmyer moved to certify the results of the election. Mr. Manuel seconded the motion and it was unanimously approved. The Canvassers signed the document to certify the results.

2. **Margaret Cogswell and Phyllis LeTart of Hospice of the Panhandle**, requested that the Commission issue in concept up to \$6 Million of the \$8 Million dollars of bank qualified, tax-exempt commercial development revenue bonds to be used to finance a portion of the costs of the new 14-bed hospice inpatient facility and separate office building to be located on old Rt. 9 on the Berkeley/Jefferson County line in West Virginia.

Motion by Mr. Pellish to approve the issuing in concept of \$6 Million of the County's \$10 Million eligible for financing for bank qualified, tax-exempt commercial development revenue bonds, subject to advice of legal counsel, to be used to finance a portion of the costs of the new 14-bed hospice inpatient facility and separate office building to be located on old Rt. 9 on the Berkeley/Jefferson County line in West Virginia. Motion seconded by Mr. Widmyer and unanimously approved.

3. **Jennifer Myers, Director of Jefferson County Parks & Recreation**, requested that the Commission authorize the Engineering/Permit Department to waive the permit fees for two signs that will be posted at Moulton Park.

Motion by Mr. Manuel to authorize the Engineering/Permit Department to waive the permit fees of \$50.00 each for two signs that will be posted at Moulton Park. Motion seconded by Mr. Pellish and unanimously approved.

4. **Sandy Slusher, Deputy County Administrator**, requested approval of the Community Participation Grant Resolution for the Animal Welfare Society in the amount of \$15,000.00.

Motion by Ms. Morgan to approve the Community Participation Grant Resolution for the Animal Welfare Society in the amount of \$15,000.00. Motion seconded by Mr. Manuel and unanimously approved.

5. Requested approval of the Community Participation Grant Resolution for the Webb-Blessing House Restoration in the amount of \$3,000.00

Motion by Ms. Widmyer to approve the Community Participation Grant Resolution for the Webb-Blessing House Restoration in the amount of \$3,000.00. Motion seconded by Mr. Manuel and unanimously approved.

6. Requested approval of the Community Participation Grant Resolution for the Star Lodge #1/Locke House Restoration in the amount of \$2,000.00

Motion by Mr. Manuel to approve the Community Participation Grant Resolution for the Star Lodge #1/Locke House Restoration in the amount of \$2,000.00. Motion seconded by Mr. Pellish and unanimously approved.

7. Requested approval of the Community Participation Grant Resolution for the Jefferson County Parks and Recreation in the amount of \$20,000.00.

Motion by Ms. Widmyer to approve the Community Participation Grant Resolution for the Jefferson County Parks and Recreation in the amount of \$20,000.00. Motion seconded by Mr. Manuel and unanimously approved.

8. Requested approval of the Community Participation Grant Resolution for the Jefferson County Parks and Recreation for street improvements in the amount of \$4,000.00

Motion by Mr. Manuel to approve the Community Participation Grant Resolution for the Jefferson County Parks and Recreation for street improvements in the amount of \$4,000.00. Motion seconded by Ms. Widmyer and unanimously approved.

9. Requested approval of the Community Participation Grant Resolution, Contract and Agreement for the FOCUS Coalition in the amount of \$7,000.00.

Motion by Ms. Morgan to approve the Community Participation Grant Resolution, Contract and Agreement for the FOCUS Coalition in the amount of \$7,000.00. Motion seconded by Mr. Manuel and unanimously approved.

### **COUNTY ADMINISTRATOR REPORTS**

#### **Debbie Keyser, Interim County Administrator:**

- **Placing IT under the Deputy County Administrator**

Motion by Ms. Morgan to place IT under the Deputy County Administrator, Sandra Slusher. Motion seconded by Ms. Widmyer and unanimously approved.

- **County Administration Job Description and Ad**

Motion by Mr. Manuel to amend the County Administrator Job Description to state that a Master's Degree in Business, Public Administration or an equivalent field is preferred. Candidates who have a related equivalent accommodation of education and experience will also be considered. Ms. Keyser shall email the draft amendment to the Commissioners and, assuming a consensus is reached, Ms. Keyser is authorized to advertise the job in the appropriate media Motion seconded by Ms. Widmyer and unanimously approved.

- **Discussion regarding Meeting Room Policy and Audio Equipment Use**

Ms. Keyser commented on a problem that occurred at the MARC meeting held on May 19, 2012 wherein the speakers, both public and official, were barely able to be heard because they had no sound system and had not asked to be supplied with one. Ms. Keyser suggested that a copy of the policy be sent to potential users of the meeting room ahead of their meeting date and time and that the policy be amended to state that audio equipment would be provided upon request with a specified amount to be paid to the Commission per hour.

There was a consensus among the Commissioners that this was a good idea and Ms. Keyser was directed to

amend the policy as per her suggestion and submit it to the Commission for review.

- Ms. Keyser stated that she loved to take photographs and suggested that perhaps photographs of various scenes around the county or county events could be placed on the cable channel after clearing them with legal. The Commissioners were unanimous in their approval of this suggestion.
- Ms. Keyser mentioned the email that was sent by Staff to the Commissioners regarding the Linda Ott, CVS worker who must close down the store after 45 years of working there. Ron Tansill, a resident of Jefferson County, called the Commission Office and passed on this information wondering if the Commission would like to honor Ms. Ott in some way for her years of service to the community. The Commission felt that that should be up to CVS and directed Ms. Keyser to contact CVS regarding their employee.

**The Commission took a short break at 10:42 a.m.  
The Commission reconvened the meeting at 10:53 a.m.**

### **COUNTY COMMISSIONER REPORTS**

#### **Commissioner Widmyer:**

- Attended the Grand Opening of Moulton Park.
- Participated in Run for Recess.
- Attended the MARC Train Town Hall meeting
- Attended the Water Advisory Committee meeting.
- Attended the Department of Transportation work shop arranged by Senator Unger.

#### **Commissioner Manuel:**

- Attended the Grand Opening of Moulton Park.
- Attended the MARC Train Town Hall meeting
- Attended the Department of Transportation work shop arranged by Senator Unger.
- Visited Wildwood Middle School, Mrs. Thomas 7<sup>th</sup> grade science class.
- Attended Senator Manchin's Town Hall meeting conducted by his assistant.

#### **Commissioner Pellish:**

- Spoke with many of his constituents this week and listened to their concerns about the changing of the MARC train schedule and impact fees.

#### **Commissioner Morgan:**

- Spoke to members of the Department of Transportation about the Rt. 340 Corridor and the proposed change in the MARC train schedule.

#### **Commissioner Noland:**

- Attended the Grand Opening of Moulton Park.
- Attended the Department of Transportation work shop arranged by Senator Unger.

### **10. Discussion of County Commission priorities and projects**

- **Commissioner Morgan** spoke of her "dream projects" which included an indoor swimming pool for the

County and a tennis bubble. High on her list of priorities was making sure that the residents of Jefferson County have reliable transportation to their jobs within and without the county.

**Commissioner Pellish:**

- No new pet projects.

**Commissioner Noland:**

- Operating County government in an effective and efficient manner and allowing the public to come in to the County Offices and talk with the Commissioners.
- Space needs project.
- Public Services.
- Purchase of the Briel Building.

**Commissioner Manuel:**

- CAD System.
- Space needs project.

**Commissioner Widmyer:**

- Completing a Capital Improvement Plan by this summer or September, 2012 at the latest.
- Space needs project.
- An in house, in county drug treatment center.

**The Commission broke for lunch at 12:30 p.m.**

**The Commissioners reconvened at 1:35 p.m.**

**11. Work shop on Impact Fees.**

- **Stephanie Grove, Assistant Prosecuting Attorney**, commenced the work shop by advising the Commission of what the County legally could and could not do. She talked about the affordable housing aspect of the impact fees.

**PUBLIC COMMENT**

- **Woody O'Brien** urged the Commission to review other demographic studies before making a decision on the method of implementing impact fees in Jefferson County.
- **Cricky Shultz** commented that the cost of building fees are out of hand and along with the impact fees will keep new homeowners and businesses out of Jefferson County,
- **Peter Corum** echoed M. Schultz' comments that impact fees are enormous and are forcing people out of Jefferson County.
- **Liz Means** is not in favor of the square footage formula. She feels it make the impact fees too high.

**Ms. Widmyer asked what will be the content for the public hearing?**

After discussion, motion by Ms. Morgan to schedule a public hearing and advertise that the Commission is seeking public comment on changing the regulations regarding impact fees for manufactured housing prior to 1974 and the possible utilization of the square footage method of calculating impact fees. Mr. Pellish seconded the motion and it was approved unanimously.

There being no further business, motion by Mr. Manuel that the meeting be adjourned until the Public Hearing at 7:00 p.m. this evening. Motion seconded by Ms. Widmyer and the meeting was adjourned at 3:00 p.m. Upon rising, the meeting was adjourned until Thursday, June 7, 2012 at 9:30 a.m.

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PATRICIA A. NOLAND, PRESIDENT

**SPECIAL SESSION:**

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

At a Special Session of the County Commission of said County and State held at the Jefferson County Commission Meeting Room on the lower floor of the Old Charles Town Library at 200 E. Washington Street, on Thursday, May 31, 2012 beginning at 7:00 p.m.

**PUBLIC MEETING RE:**

The purpose of the hearing is for public input for the following amendments/  
policy agreement:

- To extend the validity of any subdivision plan or plat that was valid and outstanding as of January 1, 2010 and had received preliminary approval by the Planning Commission prior to March 1, 2010 from July 1, 2012 until July 1, 2015. Any other plan or permit associated with the subdivision or land development plan or plat would also be extended for the same time period.

-To extend until July 1, 2015 the requirements for the vesting of property rights contained in an ordinance enacted pursuant to 8A-4-2 that require the performance of any action within a certain time period for any subdivision or land development plan or plat that was valid and outstanding as of January 1, 2010 and had received preliminary approval by the Planning Commission prior to March 1, 2010. This provision would apply to all special and conditional use permits or any other agreement or zoning action.

- To determine whether the time extensions, if approved by the County Commission, should be adopted through an amendment, resolution, or agreement.

At 7:05 p.m. Ms. Noland called the Commission back from recess from the afternoon's meeting.

Present for the County Commission: Patricia Noland, President  
Dale Manuel, Vice President  
Lyn Widmyer, Commissioner  
Frances Morgan, Commissioner  
Walt Pellish, Commissioner

Also present: Jennifer Brockman, Director of Planning and Zoning

Mike Wiley, Local Developer and representative of Jefferson County Citizens for Economic Preservation (JCCEP) gave a brief overview of the amendments/policy agreement being requested.

The following individuals were present and provided comment:

Peter Fricke Joe Thompson Susan Rissler Sheely  
Earl Jackson Peter Appignani John Maxey  
David Hartley Carla Coffey Mike Wiley  
Barbara Humes Mike Shields John Reisenweber  
Peter Corum

The following were present :  
Nance Briscoe Linda Case

Ms. Noland stated that the Commission would not take action this evening to allow time to receive additional written comments from the public and that this item will be scheduled for a decision at a later date. Ms. Noland advised the audience to watch the Commissions Agenda.

There being no further business, the hearing was concluded at 8:00 p.m.

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PATRICIA A. NOLAND, PRESIDENT

# PURCHASE ORDERS TO BE APPROVED

June 7, 2012

DEPARTMENT	PURCHASE ORDER	AMOUNT	VENDOR	DESCRIPTION
ADDRESSING	50847	\$15,600.00	Pictometry International Corp.	Licensed Images
	50848	\$3,500.00	MSAG LLC	Eagles GIS Annual license
	50849	\$1,676.90	D&S Construction	direct mount signs, anchors/post
COUNTY CLERK	49687	\$1,963.28	Shepherdstown Chronicle	Election Reminder
	49688	\$1,140.73	Pifer Office Supply	envelopes, cartridges
	49689	\$527.87	Pifer Office Supply	sheet protectors, tape, pencils ect
	49691	\$113.21	Jefferson County Clerk	Deposit slips
	49692	\$241.02	Spirit of Jefferson	Notice of Admin/List of Polling Places
COMMUNICATIONS	49117	\$458.00	Teletronic	Portable Repair
	50998	\$375.00	Priority Dispatch	Maint agreement
HOMELAND SECURITY	53194	\$1,500.00	Cervis Technologies	Annual renewal
OTHER BUILDINGS	49740	\$200.00	Spectrum-Fire protection	Bi annual sprinkler inspection
	49741	\$784.35	Daycon	cleaning supplies
	49742	\$508.50	BK Office supply	Copy paper

	49743	\$170.00	Winchester Security	Troubleshoot found fault issue
PLANNING	50708	\$553.90	Manpower	Melinda Powell
ZONING	50707	\$145.64	Jefferson Publishing	Ad for Hearing/Compatibility Asseset
PROSECUTING ATTORNEY	49618	\$1,925.00	Forensic Psychology Ctr. Inc	Forensic services
	49619	\$617.00	Clayman & Associates, PLLC	Record Review
TAX OFFICE	50793	\$5,151.22	Jefferson Publishing Co	2011 Delinquent tax list
<b>GRAND TOTAL</b>		<b>\$37,151.62</b>		

Printed at 11:15 a.m. on 6/4/12

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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: Paul Shroyer, Director, Financial Management

Department or Entity: County Commission

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

Date Requested – 1<sup>st</sup> Choice: June 7, 2012

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

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

Subject: **Budget Analysis**

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

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

**Attachments:**

Jefferson County, West Virginia  
Budget Analysis for the Month Ended  
April 30, 2012  
For the Fiscal Year Ending  
June 30, 2012

**Attachments**

1. Graphic presentation of expenditures
2. Narrative of budget categories
3. Spreadsheet presentation of budget financial data
4. Listing of Fund Balances as of January 31, 2012

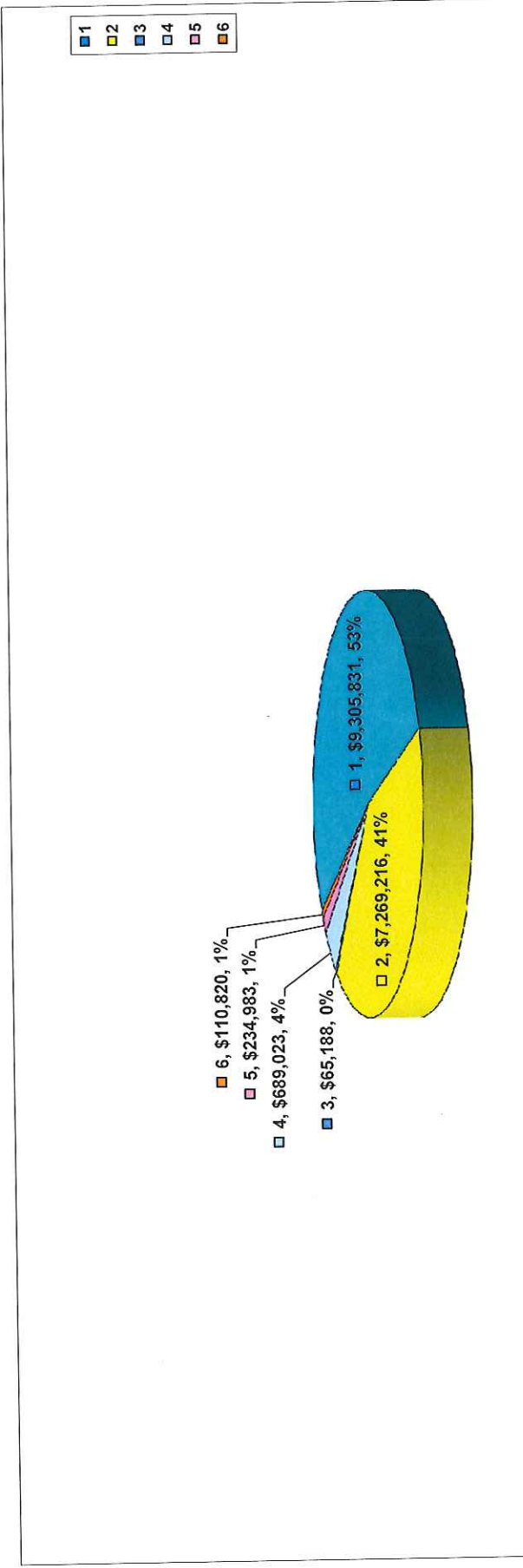
Budgeted Revenues	\$24,693,298	Project revenues including carryover	\$	24,482,599
Budgeted Expenditures	(24,632,896)	Less: Estimated expenditures		(20,472,818)
Budgeted surplus/(shortfall)	\$60,402	Estimated Fund Balance 6/30/2012 (CASH BASIS)		4,009,781
		Less: Estimated end of year accounts payable, Outstanding encumbrances and increases to current budget		(500,000)
		Estimated ending fund balance-Accrual Accounting Basis for Audit Purposes		3,509,781

Jefferson County, WV  
 FYE June 30, 2012

Financial Statement Chart-General County Fund  
 YTD Expenditure by Government Activity-April 2012

The Chart and financial data represent year to date budget expenditures from the General County Fund for the Fiscal Year Ending June 30, 2012.

General County Fund-Expenditure Summary by Government Activity-Year to date totals						
	General Government	Public Safety	Health & Sanitation	Culture & Recreation	Social Services	Capital Outlay
Color Coding	Item #1	Item #2	Item #3	Item #4	Item #5	Item #6
Grand total YTD	\$9,305,831	\$7,269,216	\$65,188	\$689,023	\$234,983	\$110,820
Percentage of gross expenditures	52.65%	41.13%	0.37%	3.90%	1.33%	0.63%



**Jefferson County Commission**  
**Budget Analysis Narrative-April 2012**

**Overall Budget Revenues**

Overall, current revenues for the General County Fund are projected to be under budgeted revenues by approximately \$210,700.

**Individual Revenue Items Expected to Exceed Budget**

Revenue items are projected to exceed budgeted estimates by \$15,000 or more are as follow:

Line #17	Wine & Liquor Tax	\$18,427
Line #30	Circuit Clerk's Earnings	\$17,287
Line #37	E-911 Fees	\$90,602
Line #39	Franchise Fees	\$28,268
Line #50	Table Games	\$788,900

**Individual Revenue Items Expected to be under Budget**

Revenues items projected to be under budget estimates by \$15,000 or more are as follow:

Line #13	Ad Valorem Taxes	(\$184,542)
Line #14	Property Transfer Taxes	(\$238,859)
Line #20	Building Permits	(\$51,673)
Line #41	Jail Fee Reimb-State & Gen Sch Fund	(\$66,499)
Line #42	Interest-General County Fund	(\$17,188)
Line #51	Video Lottery	(\$506,492)

**Overall Budget Expenditures**

Overall estimated expenditures are expected to be under budget by \$4,160,078 on a Cash Basis. The total budgeted expenditures include all current estimated revenues for the current year and the carryover from the prior year. The amount would also represent the estimated carryover for the current fiscal year on a "Cash Basis". It is estimated this amount would be reduced by \$500,000 when converted an Accrual Basis of Accounting for Audit Purposes. The adjustment represents possible additional current year budget adjustment, end of year account payable and end of year encumbrances or a net accrual carryover of \$3,509,781.

Listing of all County and Agency Bank Accounts

<u>Fund Name</u>	<u>Fund Number</u>	<u>Ending Cash Balance</u>
General County Fund	001	4,311,122
Coal Severance	002	\$ 343,822
Dog & Kennel	003	31,990
General School	004	0
Magistrate Court	005	3,620
Worthless Check	006	21,815
Home Confinement	008	27,838
Federal Grants	009	2,039
State Grants	010	190,254
Flood Mitigation	023	34,958
Unemployment Compensation	068	17,132
Jury & Witness	071	31,181
Sub Division Bond	075	172
Bardane Public Health Center	244	156,115
Emergency Services Cap Out	245	1,711
County Capital Outlay	246	5,866,944
Parks & Recreation	247	635,083
Shepherdstown Battlefeild	248	102,940
Impact Fees	249	<u>1,595,597</u>
Totals		\$ <u>13,374,334</u>

Listing of other Elected Officials Special Funds

<u>Fund Name</u>	<u>Fund Number</u>	<u>Ending Cash Balance</u>
Assessor Valuation	056	\$ 529,674
Farmland Protection	057	1
Sheriff's Concealed Weapons	059	52,311
Votes Registration	063	769
Law Enforcement Forfeiture	073	25,057
Pros Attny Forfeiture	074	<u>6,001</u>
Totals		\$ <u>613,813</u>

Listing of Other State and Agency Funds held by Sheriff

<u>Fund Name</u>	<u>Fund Number</u>	<u>Ending Cash Balance</u>
DMV	311 \$	5
Criminal Charges	312	86
Court Reporter	313	283
State Fines	314	510
State Police	315	60
State Current-Taxes	316	0
Tax Lien	364	153,773
Delinquent and Nonentered Lan	365	1,829
Board of Health	366	1,469,934
WVDeputy Sheriff's Retirement	369	1
School Current-Taxes	373	0
School Excess Levy-Taxes	374	0
School Debt Service-Taxes	376	0
Bolivar Current-Taxes	378	0
Charles Town Current-Taxes	379	0
Harpers Ferry Current-Taxes	380	0
Ranson Current-Taxes	381	0
Shepherdstown Current-Taxes	382	0
Totals		<u>1,626,481</u>
Net Balances of all Bank Accounts held by the		<u>15,614,627</u>



18

<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: Paul Shroyer

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 5 min

Date Requested – 1<sup>st</sup> Choice: 6/7/12

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

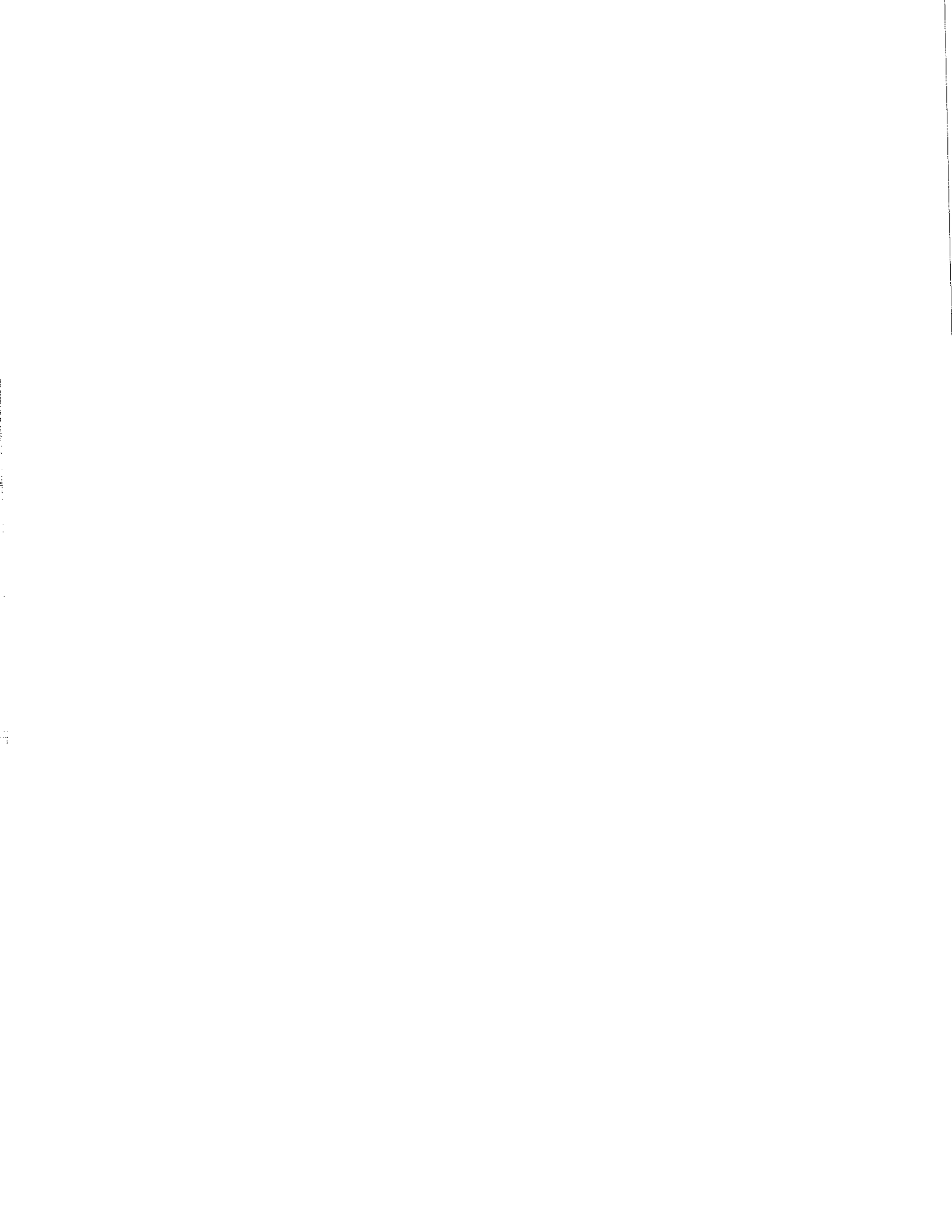
If a specific date is needed, please provide reason for specific date:

Subject: **Approval of Internal Budget Revisions #13, #14, #15, #16 and #17**

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:



Topic: Budget Revision, IBR 1013, Economic Development Office Upgrade

Requested by: Jefferson County Commission

Processed by: Paul Shroyer

Presented to County Commission: 5/31/2012

Change requested: Realign Current Budget Allocations

This budget request is to realign current budget allocations to establish a specific account number to which all charges for the Economic Development Offices upgrade will be charged. This will allow one account number from the Detail General Ledger to be printed and from that determine all cost charged to the project.

This budget revision is for the total estimated cost of the project. All costs are to be charged to the Coal Severance Fund Acct. 002-401-04-460-000-CP-000; per the attached Email, Economic Development has agreed to reimburse the Coal Severance Fund all cost that that exceed \$17,000.

From: John Reisenweber  
To: Paul Shroyer  
CC: Lane Donley  
Date: Thursday, May 10, 2012 2:25:38 PM  
Subject: Re: Development Authority Office Upgrade

We are in agreement

John Reisenweber

On May 10, 2012, at 12:10 PM, "Paul Shroyer" <pshroyer@jeffersoncountywv.org> wrote:

> John,

>

> So we can account for all cost in one fund, I would like for all cost to be accounted for in the Coal Severance Fund under the project number I have asked the finance department to assign. That can be accomplished if you and your board would agree to reimburse the Coal Severance Fund for any cost over the \$17,000 the County Commission Approved for this project.

>

> Let me know if you are in agreement with this accounting recommendation.

>

> Thanks,

>

> Paul Shroyer





Topic: Budget Revision, IBR 1014; Elections, County Clerk's Office

Requested by: Jefferson County Clerk

Processed by: Paul Shroyer

Presented to County Commission: 5/31/2012

Change requested: Reallocation of Current Budget Funding

This budget request is to reallocate \$10,000 of current budget funding for Elections, Building and Equipment Rent to Elections, Equipment Maintenance and Repair. This budget revision is necessary to eliminate expenditures in excess of allocation in the Elections, Maintenance and Repair of Equipment Budget Line.

This is a reallocation of current budget funding.



## BUDGET REVISION REQUEST

**Requested Change: Reallocation of Current Budget Funding**

**Budget Revision Number: IBR 1015, Engineering Dept**

**Requesting Department: Engineering, Dept 440**

**Requested by: Roger Goodwin, County Engineer**

**Processed by: Paul Shroyer, Finance Director**

### **Revision Narrative:**

**This budget request is to increase Part Time Help to \$15,000, which was not previously funded, and reduce Contractual Services \$12,000 and reduce Engineering Overtime \$3,000. These change are a reallocation of current budget funding within the department's budget.**



## BUDGET REVISION REQUEST

**Requested Change: Reallocation of Current Budget Funding**

**Budget Revision Number: IBR 1016**

**Requesting Department: County Commission, Dept #401**

**Requested by: Debbie Keyser**

**Processed by: Paul Shroyer, Finance Director**

### **Revision Narrative:**

**This budget revision is required to correct expenditures in excess of budget allocations as of April 30, 2012 and anticipated expenditures for remainder remainder of the current fiscal year.**







<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, Chief County Engineer

Department or Entity: Engineering Department

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1<sup>st</sup> Choice: June 7, 2012

Date Requested – 2<sup>nd</sup> Choice: June 14, 2012

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

Subject: **Proposed Amendments to the Bonding Policy - Tolling of Bonding Provisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Two developers recently appeared before the County Commission with special Tolling of Bonding related requests that are not specifically covered under the Bonding Policy. The Chief County Engineer was directed to draft amemdments to the policy.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **To approve the amendments in Section 10.B and Section 10.C of the Tolling of Bonding Policy, as presented.**

Attachments:

JEFFERSON COUNTY  
Land Development  
**SITE IMPROVEMENTS BONDING & BOND SURETY POLICY**

(Effective Date: September 2, 2010; Amended May 31, 2012)

All required bonding shall be provided by the owner/developer, approved by staff, and in place prior to the recordation of the subdivision final plat or the issuance of a permit for a land development project, in accordance with this policy.

1. Projects That Require Construction Bonds & Bond Surety:

When required, the owner/developer shall provide a construction bond as a guarantee that the site improvements will be completed and installed in accordance with the approved plans. The construction bond shall be secured with an acceptable form of surety. Projects requiring a construction bond and bond surety are as follows:

- A. Approved subdivisions of land requiring site/infrastructure improvements; and
- B. Commercial (for-profit & non-profit), industrial, institutional, religious facilities, and multi-family residential development projects, etc., that require a site plan and site improvements.

2. Bonding Arrangements:

- A. Bonding arrangements cannot be made prior to Planning Commission approval of a project.
- B. The owner/developer's engineer of record shall provide a complete and accurate bond estimate in a format acceptable to the Chief County Engineer. The bond estimate shall be based on the estimated costs of the site improvements utilizing current market rates. However, in no event shall the estimated cost be less than the unit costs provided by the Jefferson County Engineering Department. The unit costs are subject to change from time to time, as deemed necessary by the Chief County Engineer.
- C. A 15% contingency amount shall be added to the bond estimate. However, for projects with estimated construction costs under \$100,000.00, the minimum bond contingency amount shall be \$15,000.00.
- D. After the Chief County Engineer approves the construction bond amount, the developer shall submit the bond surety to the Bonding Administrator. The Bonding Administrator will then prepare the

construction bond documents (**See Appendix A**). Upon notification by the Bonding Administrator that the construction bond and bond surety documents are in order and in accordance with this Construction Bond and Bond Surety Policy, the County Commission president or County Administrator may affix their signature to the bond; this will constitute acceptance by the County Commission of Jefferson County, with no additional approvals required by them. All such action shall be reported to the County Commission as an agenda information item at their next meeting.

3. Length of Construction Bonds:

The initial bond shall be effective for a 2-1/2 year period. The developer shall have 2-1/2 years to complete the site improvements and infrastructure work unless time extensions are granted in accordance with this policy.

4. Time Extensions of Construction Bonds:

Upon written request by the developer, the staff may grant two additional 1-1/2 year time extensions for completion of all site improvements, for a total of 5-1/2 years, provided that:

- A. All occupied dwelling units are served by a road that is totally improved with the exception of the top/finish coat of asphalt; and
- B. All erosion and sediment control measures are in place in accordance with the approved sediment and erosion control plan and functioning properly; and
- C. The stormwater management facilities are in place and functioning as either temporary sediment traps per the sediment and erosion control plan, or as permanent stormwater management basins that are protected from discharging sediment from undisturbed areas on the project site. In either case, the stormwater management facility shall itself be stabilized; and
- D. Existing infrastructure that has failed is satisfactorily reconstructed; or redesigned if necessary and additional surety provided; and
- E. Elements of the preliminary plat or site plan that are not constructed, are reviewed for compliance with the current design standards; and the preliminary plat or site plan elements not meeting current standards, at the discretion of the Chief County Engineer and where practical, are redesigned or modified to meet current standards; and
- F. The bond amount is re-evaluated to determine if the amount is still adequate; and
- G. The bond amount is increased and additional surety provided if the bond amount is determined to be inadequate; and

- H. The owner/developer paid the non-refundable processing fee for the bond time extension request, in accordance with the prevailing fee schedule.

Time extensions beyond the 5-1/2 year time period may only be considered by the County Commission and may be granted for justifiable reasons on a case-by-case basis.

5. Approved Forms of Bond Surety:

- A. Acceptable forms of bond surety are limited as follows:

1. Irrevocable Letter-of-Credit (see Appendix B) from any FDIC-insured bank or lending institution within 150 miles of Charles Town, West Virginia; or
2. Cash-in-Escrow (see Appendix B) that is escrowed at any FDIC-insured bank or lending institution within 150 miles of Charles Town, West Virginia; or
3. Performance/Surety Bond (see Appendix B) from an acceptable surety bond provider; shall be allowed for projects with estimated construction cost equal to or greater than \$50,000.

- B. Surety documents shall be formatted as required by this policy unless other format is approved by the County Administrator or the County Commission in writing.

- C. Parties other than the owner/developer may provide the surety and execute the construction bond; provided, however, that the third-party adds their signature to the statement of acceptance on the associated construction plans and plat.

6. Renewal of Bond Surety:

- A. Irrevocable Letters-of-Credit:

The owner/developer or surety provider is required to renew any surety before it expires and provide evidence of renewal to the Bonding Administrator a minimum of 30 days prior to the surety's expiration date.

Approximately 90 days prior to the expiration of a letter-of-credit, the Bonding Administrator will notify the developer and the bank that an irrevocable letter-of-credit is due to expire and needs to be renewed by the bank. However, failure on the County's part to provide 90 days notice shall not preclude the County from their right to call-in sureties in

the form of a letter-of-credit prior to their expiration. The onus is on the owner/developer to renew the letter of credit before it expires.

B. Cash-in-Escrow:

Surety in the form of cash-in-escrow will not have an expiration date and shall run for the duration of the construction bond/project.

C. Surety Bonds:

Surety in the form of a surety bond shall be in effect for a minimum of one (1) year and shall automatically renew for additional minimum terms of one (1) year unless, and until, the surety provider shall give sixty (60) days prior written notice by certified mail, return receipt requested, to:

Bonding Administrator  
Jefferson County Engineering Department  
116 East Washington Street, Suite 100  
Charles Town, WV 25414

of its intent to terminate the surety bond at the expiration of the sixty (60) day period.

7. Land Development Site Inspections:

After the initial installation of the erosion and sediment control devices have been inspected and approved, all subsequent land development milestone site inspections, re-inspections, and legitimate complaint inspections shall be performed at a cost to the owner/developer in accordance with the prevailing fee schedule. County discretionary inspections shall not be assessed the fee.

8. Bond Reductions & Bond Releases:

- A. As installation of the site improvements progresses, the owner/developer may make written request for periodic bond reductions. Bond reduction requests shall be for a minimum of \$100,000 of work but not more than 3 requests may be submitted per calendar year. The developer's engineer shall submit an itemized bond reduction request in a format acceptable to the Chief County Engineer.

For projects under \$100,000, the full bond amount plus the \$15,000 contingency amount shall remain in full force until the project's bond is fully released; and

For bond estimates equal to or less than \$333,333, the initial bond amount may be reduced in a pro-rated manner through periodic bond

reductions to a minimum of \$100,000 plus the full initial bond contingency amount (\$15,000 min to \$50,000 max), and shall remain in force until the project's bond is fully released; and

For bond estimates greater than \$333,333, the initial bond amount plus the contingency amount may be reduced in a pro-rated manner through periodic bond reductions to a minimum of \$100,000, or 10% of the total initial bond amount, whichever is greater, plus the contingency amount (minimum \$50,000); and shall remain in force until the work is 100% complete and the project's bond is fully released.

- B. Upon completion of all site improvements, the owner/developer may make a written request for final release of the remaining bond amount. The owner/developer's engineer shall submit an itemized bond release request in a format acceptable to the Chief County Engineer.

In the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief County Engineer; or the developer has re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief County Engineer.

- C. Upon review and approval of the bond reduction request or the bond release request by the staff, the Bonding Administrator will submit a County Commission agenda item request in accordance with the County Commission's policy. The County Commission will schedule the item on their agenda and the staff will appear before the County Commission at their regularly scheduled meeting and present the request to them for their consideration and approval.
- D. The owner/developer shall pay a non-refundable processing fee for each bond reduction request and bond release request, in accordance with the prevailing fee schedule.

9. Default by the Owner/Developer:

In the event the owner/developer defaults in their obligation to complete the required site improvements and infrastructure work, the County Commission may "call-in" the bond and use the surety to complete the project. All costs incurred by the County shall be recoverable and are considered valid charges against the surety; this includes, but is not limited to, construction costs, administrative costs, and legal fees, including costs incurred for both in-house and/or contracted services.

10. Tolling of Bonding:

A. Requirements:

During periods of economic downturn (i.e., downturn in housing market due to economic conditions, loss of source of project financing/capitol necessary to begin the project, etc.), as determined by the Jefferson County Commission, the owner/developer may defer construction and obtain temporary partial release of construction bond and surety on projects that are recorded and bonded, but have not started construction of site improvements and/or sold any lots or portions of the subdivided parcel. This is known as "Tolling of Bonding". Tolling of Bonding shall only be allowed to occur one time on each phase of each subdivision project. A bond of \$10,000 shall remain in place during the course of any tolling of bonding agreement.

The "Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions" (see Appendix C) shall be executed by the developer.

The tolling of construction shall require that no construction and installation of site improvements shall be allowed to start until the developer has re-posted the full bond amount, and that the bond amount shall be in accordance with the bonding unit cost figures in effect at that time; and

The tolling of construction shall require the recording of a document in the County Clerk's office - for purposes of notifying the public through title search - that the lots are restricted from being sold, and that no building permits will be issued on these lots until the developer has restored the full bond amount and the restriction is lifted by the Jefferson County Commission via a document recorded in the County Clerk's Office; and

The tolling of bonding shall have a sunset provision whereby the lots shall be un-platted (merged) upon expiration of the sunset provision, unless the bond and surety are re-posted in its entirety prior to the sunset provision expiration date. The owner/developer shall execute a merger deed at the time of executing the agreement. The merger deed shall be held by the Bonding Administrator and only recorded in the Office of the County Clerk upon expiration of the sunset provision and upon directive of the County Commission of Jefferson County, unless the bond and surety are re-posted in its entirety prior to the sunset provision expiration date; and

The tolling of construction shall not apply to projects where construction of the site improvements has already begun.

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**B. One-Time Amendment - Release of Lots:**

For projects containing at least 5 lots and that are under a Tolling of Bonding Agreement (i.e., subjected to the recorded "Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions"), the owner/developer, at their sole discretion, is permitted to request a one-time only release of lots for purpose of sale. The number of lots released (i.e., the "Released Lot(s)") shall be at least one but and no more than 50% (rounded up to the next nearest number) of the total number of lots subjected to the Agreement. Upon approval of the request by the County Commission, the developer shall submit to the Bonding Administrator/Engineering Department for review and approval, the following:

- a. Submit a signed and notarized original of an amended Tolling of Bonding Agreement - First Amendment (see Appendix D), edited for the specific request. The First Amendment shall specifically list the unreleased lots to remain under the tolling of bonding provision. The First Amendment shall state that the County will retain the \$10,000 surety for the unreleased lots, and all terms and conditions of the Agreement shall remain in full force and effect for the unreleased lots, including, but not limited to, the sunset and merger deed provisions; and
- b. Submit a new merger deed for only the unreleased lots remaining under the Tolling of Bonding Agreement; and
- c. Submit an updated bonding cost estimate for completing the site improvements and infrastructure necessary to serve only the released lots. The bonding cost estimate shall be in accordance with this Site Improvements Bonding and Bond Surety Policy; and
- d. Submit an executed Bonding Agreement for the released lots, in accordance with this Site Improvements Bonding and Bond Surety Policy; and
- e. Submit an acceptable form of bond surety in accordance with this Site Improvements Bonding and Bond Surety Policy.

Upon satisfaction of these terms, the Tolling of Bonding Agreement - First Amendment (for the unreleased lots) and the Bonding Agreement (for the released lots) may be executed by the County Commission President on behalf of the County Commission. The Tolling of Bonding Agreement - First Amendment shall be recorded in the land records of

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the County Clerk's office. The Bonding Policy shall then apply as outlined in Sections 1-9 herein for the released lots.

C. Projects Approved Prior to March 1, 2010

The provision under this section shall apply only to those subdivision projects with at least Preliminary Plat approval by March 1, 2010, by the Jefferson County Planning Commission, which have not bonded site improvements and have not recorded a Final Plat.

Subdivision projects under this provision, needing to record a Final Plat due to deadlines and sunset provisions in the land use regulations, but not wanting to post the construction bond and begin construction of the site improvements due to economic conditions, may advance straight to Tolling of Bonding upon approval of their request by the Jefferson County Commission. All of the provisions under tolling of bonding shall apply.

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The Owner/Developer, or their agent, acknowledges receipt of the Jefferson County Site Improvements Bonding and Bond Surety Policy.

(Owner/Developer/Agent)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(company/organization name)

\_\_\_\_\_  
(mailing address)

\_\_\_\_\_  
(city)

\_\_\_\_\_  
(state)

\_\_\_\_\_  
(zip code)

Signature: \_\_\_\_\_

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

Appendix A

Bond Agreement Forms

Form No.	Type	Surety Type	Project Type
A-1	Bond Agreement	Irrevocable Letter of Credit	Subdivision
A-2	Bond Agreement	Irrevocable Letter of Credit	Site Plan
A-3	Bond Agreement	Cash-in-Escrow	Subdivision
A-4	Bond Agreement	Cash-in-Escrow	Site Plan
Performance/Surety Bond – See Appendix B			

**Form A-1**  
**(Subdivisions)**

BOND AGREEMENT - IRREVOCABLE LETTER-OF-CREDIT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,  
(Applicant/Developer Name & Subdivision Name), (Mailing/Street Address, City,  
State, Zip Code), is held and firmly bound to the COUNTY COMMISSION OF  
JEFFERSON COUNTY, a West Virginia public corporation with control and  
supervisory functions over the Jefferson County Planning Commission, in the penal  
sum of

\$ \_\_\_\_\_ *(Dollar amount in figures)*  
\_\_\_\_\_ *(Dollar amount in words),*

for the completion of erosion and sediment control devices, storm water management  
measures, site grading & drainage, roadways, water and sewer systems, utility lines,  
paving, property corners, and all other site improvements and associated  
appurtenances, for the payment of which, well and truly to be made, it binds itself, its  
successors in title and assigns.

The condition of the above obligation is such that, whereas, the Jefferson County  
Planning Commission has approved and consented to the recordation in the Office of  
the County Clerk of Jefferson County, the Final Plat of the  
(Name of Subdivision), (Phase of Subdivision), (Lot Numbers) and residue, a  
subdivision of lands of (Name of Property Owner), the property is located (Route No.,  
Road Name, Mile Marker, etc.), which is to consist of (No. and type of lots), on (No.  
of Acres), more or less, with roadways and appurtenances thereto, for the purpose of  
selling such lots and appurtenances thereto to buyers thereof, and whereas, the site  
improvements required to be made on such subdivision, as required by the Jefferson  
County Subdivision Ordinance and the construction plans have not yet been made,  
which improvements are detailed in Planning Commission file no. (JCPC file no.).

NOW THEREFORE, if the developer of the (Applicant/Developer Name &  
Subdivision Name), shall well and truly complete the construction and installation of  
such site improvements by (bond expiration date), and pay all costs attendant

thereto, in compliance with the Jefferson County Subdivision Ordinance, then this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. The County Commission of Jefferson County, West Virginia, shall execute and deliver to the Maker hereof complete or partial satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Site Improvements Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.

However, in the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief County Engineer; or the developer has re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief County Engineer.

3. The County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the County Engineer certifying that

required improvements have been satisfactorily completed. Furthermore, the County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the County Commission of Jefferson County a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the County Engineer at the request of the Maker.

B. The Bond is secured by an Irrevocable Letter-of-Credit (LOC #), dated the \_\_\_\_\_ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Planning & Zoning and the Engineering Department. By acceptance of the above irrevocable letter-of-credit as security, the following conditions shall apply:

1. The Irrevocable Letter-of-Credit in the amount of \$\_\_\_\_\_ shall be attached to this document and made a part hereof; and
2. The irrevocable letter of credit shall be clearly written to provide the beneficiary with direct and immediate access to the loan funds upon submission by the beneficiary of a written and signed draft request; and
3. An irrevocable letter-of-credit shall remain in full force and effect as security for this Bond until such time as the bond is released.

**The letter of credit shall be renewed by (Name of Applicant/Developer Name & Subdivision Name), thirty (30) days prior to the expiration of the letter-of-credit, in order to provide uninterrupted security for this bond.**

**EXPIRATION DATES FOR ALL LETTERS-OF-CREDIT SHALL BE EITHER JANUARY 15<sup>TH</sup> OR JULY 15<sup>TH</sup> OF A GIVEN YEAR.**

4. Signed draft requests against the irrevocable letter-of-credit will be made by the Jefferson County Commission (beneficiary) for one or both of the two following reasons:
  - A. Failure on the part of (Applicant/Developer Name & Subdivision Name), to complete improvements according to the terms of this bond.
  - B. Failure on the part of (Applicant/Developer Name & Subdivision Name), to renew the irrevocable letter-of-credit thirty (30) days prior to the expiration date.
5. Drafts made against the irrevocable letter-of-credit by the Jefferson County Commission will be used exclusively for the purpose of completion of site improvements herein required.
6. Drafts made against the irrevocable letter-of-credit for reason 4A above, will be used by the Jefferson County Commission to complete or procure the completion of improvements herein above required.
7. Drafts made against the irrevocable letter-of-credit for reason 4B above, will be escrowed with a local bank or savings and loan association by the Jefferson County Commission and will be held, during the life of this bond, for the purpose of guaranteeing improvements herein above required.

Witness the following signatures and seals:

WITNESS:

*(Applicant/Developer Name)*  
*(Subdivision Name)*

\_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

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

WITNESS:

COUNTY COMMISSION OF JEFFERSON  
COUNTY,  
WEST VIRGINIA

\_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

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

**Form A-2  
(Site Plans)**

BOND AGREEMENT - IRREVOCABLE LETTER-OF-CREDIT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Owner/Developer Name), (Mailing/Street Address, City, State, Zip Code), is held and firmly bound to the COUNTY COMMISSION OF JEFFERSON COUNTY, a West Virginia public corporation with control and supervisory functions over the Jefferson County Planning Commission, in the penal sum of

\$ \_\_\_\_\_ *(Dollar amount in figures)*

\_\_\_\_\_ *(Dollar amount in words)*,

for the completion of erosion and sediment control devices, storm water management measures, site grading & drainage, roadways, water and sewer systems, utility lines, paving, property corners, and all other site improvements and associated appurtenances, for the payment of which, well and truly to be made, it binds itself, its successors in title and assigns.

The condition of the above obligation is such that, whereas, the Jefferson County Planning Commission has approved and consented to the issuance of Improvement Location Permit(s) for property located on (describe location of property, lot no., route no., street name, etc.), which is to consist of (generally describe the project), with associated site improvements and appurtenances thereto, on (# of acres), more or less, and whereas the improvements required to be made on such project, as required by the Jefferson County Improvement Location Permit Ordinance, have not yet been made, which improvements are detailed in Planning Commission File No. (JCPC file no.)

NOW THEREFORE, if the developer of the (Owner/Developer Name), shall well and truly complete the construction and installation of such site improvements by (bond expiration date), and pay all costs attendant thereto, in compliance with the Jefferson County Improvement Location Permit Ordinance and Subdivision Ordinance, then this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. The County Commission of Jefferson County, West Virginia, shall execute and deliver to the Maker hereof complete or partial satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Site Improvements Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.

However, in the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief County Engineer; or the developer has re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief County Engineer.

3. The County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the County Engineer certifying that required improvements have been satisfactorily completed.
- Furthermore, the County Commission of Jefferson County shall not

consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the County Commission of Jefferson County a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the County Engineer at the request of the Maker.

B. The Bond is secured by an Irrevocable Letter-of-Credit (LOC #), dated the \_\_\_\_\_ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Planning & Zoning and the Engineering Department. By acceptance of the above irrevocable letter-of-credit as security, the following conditions shall apply:

1. The Irrevocable Letter-of-Credit in the amount of \$\_\_\_\_\_ shall be attached to this document and made a part hereof; and
2. The irrevocable letter of credit shall be clearly written to provide the beneficiary with direct and immediate access to the loan funds upon submission by the beneficiary of a written and signed draft request; and
3. An irrevocable letter-of-credit shall remain in full force and effect as security for this Bond until such time as the bond is released.

**The letter of credit shall be renewed by (Name of Applicant/Developer Name & Subdivision Name), thirty (30) days prior to the expiration of the letter-of-credit, in order to provide uninterrupted security for this bond.**

**EXPIRATION DATES FOR ALL LETTERS-OF-CREDIT SHALL BE EITHER JANUARY 15<sup>TH</sup> OR JULY 15<sup>TH</sup> OF A GIVEN YEAR.**

4. Signed draft requests against the irrevocable letter-of-credit will be made by the Jefferson County Commission (beneficiary) for one or both of the two following reasons:
  - A. Failure on the part of (Applicant/Developer Name & Subdivision Name), to complete improvements according to the terms of this bond.
  - B. Failure on the part of (Applicant/Developer Name & Subdivision Name), to renew the irrevocable letter-of-credit thirty (30) days prior to the expiration date.
5. Drafts made against the irrevocable letter-of-credit by the Jefferson County Commission will be used exclusively for the purpose of completion of site improvements herein required.
6. Drafts made against the irrevocable letter-of-credit for reason 4A above, will be used by the Jefferson County Commission to complete or procure the completion of improvements herein above required.
7. Drafts made against the irrevocable letter-of-credit for reason 4B above, will be escrowed with a local bank or savings and loan association by the Jefferson County Commission and will be held, during the life of this bond, for the purpose of guaranteeing improvements herein above required.

Witness the following signatures and seals:

WITNESS:

*(Applicant/Developer Name)*  
*(Project Name)*

\_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

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

WITNESS:

COUNTY COMMISSION OF JEFFERSON  
COUNTY,  
WEST VIRGINIA

\_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

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

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

**Form A-3  
(Subdivisions)**

BOND AGREEMENT – CASH-IN-ESCROW

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,  
(Applicant/Developer Name & Subdivision Name), (Mailing/Street Address, City,  
State, Zip Code), is held and firmly bound to the COUNTY COMMISSION OF  
JEFFERSON COUNTY, a West Virginia public corporation with control and  
supervisory functions over the Jefferson County Planning Commission, in the penal  
sum of

\$ \_\_\_\_\_ (Dollar amount in figures)

\_\_\_\_\_ (Dollar amount in words),

for the completion of erosion and sediment control devices, storm water management  
measures, site grading & drainage, roadways, water and sewer systems, utility lines,  
paving, property corners, and all other site improvements and associated  
appurtenances, for the payment of which, well and truly to be made, it binds itself, it  
successors in title and assigns.

The condition of the above obligation is such that, whereas, the Jefferson County  
Planning Commission has approved and consented to the recordation in the Office of  
the County Clerk of Jefferson County, the Final Plat of the  
(Name of Subdivision), (Phase of Subdivision), (Lot Numbers) and residue, a  
subdivision of lands of (Name of Property Owner), the property is located (Route No.,  
Road Name, Mile Marker, etc.), which is to consist of (No. and type of lots), on (No.  
of Acres), more or less, with roadways and appurtenances thereto, for the purpose of  
selling such lots and appurtenances thereto to buyers thereof, and whereas, the site  
improvements required to be made on such subdivision, as required by the Jefferson  
County Subdivision Ordinance and the construction plans have not yet been made,  
which improvements are detailed in Planning Commission file no. (JCPC file no.).

NOW THEREFORE, if the developer of the (Applicant/Developer Name &  
Subdivision Name), shall well and truly complete the construction and installation of  
such site improvements by (bond expiration date), and pay all costs attendant

thereto, in compliance with the Jefferson County Subdivision Ordinance, then this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. The County Commission of Jefferson County, West Virginia, shall execute and deliver to the Maker hereof complete or partial satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Site Improvements Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.

However, in the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief County Engineer; or the developer has re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief County Engineer.

3. The County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the County Engineer certifying that

required improvements have been satisfactorily completed. Furthermore, the County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the County Commission of Jefferson County a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the County Engineer at the request of the Maker.

- B. The Bond is secured by Escrow Agreement, dated the \_\_\_\_ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Planning & Zoning and the Engineering Department. By acceptance of the above Escrow Agreement as security, the following conditions shall apply:
1. The Escrow Agreement shall be in the amount of \$ \_\_\_\_\_ shall be attached to this construction bond agreement and made a part hereof; and
  2. The Escrow Agreement shall be clearly written to provide the beneficiary with direct and immediate access to the loan funds upon submission by the beneficiary of a written and signed draft request; and
  3. An Escrow Agreement shall remain in full force and effect as security for this Bond until such time as the bond is released.
  4. Signed draft requests against the Escrow Agreement will be made by the Jefferson County Commission (beneficiary) for failure on the part of (Applicant/Developer Name & Subdivision Name), to complete the improvements according to the terms of this construction bond.
  5. Drafts made against the Escrow Agreement by the Jefferson County Commission will be used exclusively for the purpose of completion of

site improvements herein required.

Witness the following signatures and seals:

WITNESS: *(Applicant/Developer Name)*  
*(Subdivision Name)*

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

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

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

WITNESS: COUNTY COMMISSION OF JEFFERSON  
COUNTY,  
WEST VIRGINIA

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

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

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

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

**Form A-4**  
**(Site Plans)**

BOND AGREEMENT – CASH-IN-ESCROW

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (Owner/Developer Name), (Mailing/Street Address, City, State, Zip Code), is held and firmly bound to the COUNTY COMMISSION OF JEFFERSON COUNTY, a West Virginia public corporation with control and supervisory functions over the Jefferson County Planning Commission, in the penal sum of

\$ \_\_\_\_\_ (Dollar amount in figures)  
\_\_\_\_\_ (Dollar amount in words),

for the completion of erosion and sediment control devices, storm water management measures, site grading & drainage, roadways, water and sewer systems, utility lines, paving, property corners, and all other site improvements and associated appurtenances, for the payment of which, well and truly to be made, it binds itself, its successors in title and assigns.

The condition of the above obligation is such that, whereas, the Jefferson County Planning Commission has approved and consented to the issuance of Improvement Location Permit(s) for property located on (describe location of property, lot no., route no., street name, etc.), which is to consist of (generally describe the project), with associated site improvements and appurtenances thereto, on (# of acres), more or less, and whereas the improvements required to be made on such project, as required by the Jefferson County Improvement Location Permit Ordinance, have not yet been made, which improvements are detailed in Planning Commission File No. (JCPC file no.)

NOW THEREFORE, if the developer of the (Owner/Developer Name), shall well and truly complete the construction and installation of such site improvements by (bond expiration date), and pay all costs attendant thereto, in compliance with the Jefferson County Improvement Location Permit Ordinance and Subdivision Ordinance, then this bond shall be wholly null and void; otherwise, it shall remain in full force and effect.

A. The County Commission of Jefferson County, West Virginia, shall execute and deliver to the Maker hereof complete or partial satisfaction of this bond when the same is requested by the Maker hereof, according to the following provisions:

1. A complete satisfaction and exoneration shall be granted by the County Commission of Jefferson County upon presentation of evidence by the Maker that all terms and conditions of this bond have been satisfied.
2. Requests for partial satisfaction may be made from time to time; provided that such requests are for no less than the minimum amounts established by the Construction Bonding & Bond Surety Policy; partial satisfaction shall be granted upon presentation of evidence by the Maker that work equal in value to the amount of the satisfaction requested, has been completed and that all terms and conditions of the surety sought to be partially satisfied have been satisfied.

However, in the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief County Engineer; or the developer has re-posted the bond surety necessary to cover the costs of the repair or replacement of the failed component, to the satisfaction of the Chief County Engineer.

3. The County Commission of Jefferson County shall not consent to any satisfaction under provisions 1 and 2 above, until being first provided with a written statement from the County Engineer certifying that required improvements have been satisfactorily completed.  
Furthermore, the County Commission of Jefferson County shall not

consent to any satisfaction under provisions 1 or 2 above, until the Maker has paid the County Commission of Jefferson County a fee, in accordance with the prevailing fee schedule, for each site inspection (after the erosion & sediment control devices have been inspected and approved) performed by the County Engineer at the request of the Maker.

B. The construction bond is secured by an Escrow Agreement, dated the \_\_\_\_\_ day of (Month, Year), from (Bank Name), (Mailing Address, City, State, Zip), which is on file in the offices of the Jefferson County Department of Planning & Zoning and the Engineering Department. By acceptance of the above escrow agreement as security, the following conditions shall apply:

1. The Escrow Agreement shall be in the amount of \$ \_\_\_\_\_ and shall be attached to this construction bond agreement and made a part hereof; and
2. The Escrow Agreement shall be clearly written to provide the beneficiary with direct and immediate access to the funds upon submission by the beneficiary of a written and signed draft request; and
3. An Escrow Agreement shall remain in full force and effect as security for this Bond until such time as the bond is released.
4. Signed draft requests against the Escrow Agreement will be made by the Jefferson County Commission (beneficiary) for failure on the part of (Applicant/Developer Name & Site Plan Name), to complete improvements according to the terms of this construction bond.
5. Drafts made against the Escrow Agreement by the Jefferson County Commission will be used exclusively for the purpose of completion of site improvements herein required.

Witness the following signatures and seals:

WITNESS: *(Applicant/Developer Name)*  
*(Project Name)*

\_\_\_\_\_ By: \_\_\_\_\_  
Date: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

WITNESS: COUNTY COMMISSION OF JEFFERSON  
COUNTY,  
WEST VIRGINIA

\_\_\_\_\_ By: \_\_\_\_\_  
Date: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Appendix B

Bond Surety Forms

Form No.	Surety Type	Project Type
B-1	Irrevocable Letter of Credit	Subdivision
B-2	Irrevocable Letter of Credit	Site Plan
B-3	Cash-in-Escrow	Subdivision
B-4	Cash-in-Escrow	Site Plan
B-5	Surety Bond	Subdivision & Site Plan

**Form B-1**  
**(Irrevocable Letter-of-Credit - Subdivision)**

Bank Name  
Address  
Telephone Number

Date

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

Re: Irrevocable Letter-of-Credit # \_\_\_\_\_ Amount \$ \_\_\_\_\_

Dear Jefferson County Commission:

By this letter, (Bank Name) hereby establishes an Irrevocable Letter-of-Credit, No. \_\_\_\_\_, and authorizes you to draw on us for the account of (Project Name/Borrower) up to an aggregate amount of \$ \_\_\_\_\_, subject to the terms and conditions stated herein.

Draws under this Letter-of-Credit are available by your draft presented to our Bank at its (Bank's Location), on or before its expiration on (January 15<sup>th</sup> or July 15<sup>th</sup> of a given year), and accompanied by the following documents:

1. A certification executed and signed by a duly authorized member of the County Commission of Jefferson County, West Virginia, that (Project Name/Borrower) has failed to perform its obligation under, and according to, the terms of that certain construction bond agreement, attached hereto and made a part hereof; and
2. The original Letter-of-Credit.

We hereby agree that drafts under and in compliance with the terms of this Letter-of-Credit will be duly honored if presented as aforesaid on or before its expiration on (January 15<sup>th</sup> or July 15<sup>th</sup> of a given year).

Except as otherwise stated herein, this credit is subject to the Uniform Commercial Code and shall be construed under the laws of the State of West Virginia. Any draft upon this Letter-of-Credit shall be marked "Drawn under (Bank Name) Letter-of-Credit" for (Project Name/Borrower) dated (Date of Letter-of-Credit).

Very Truly Yours,  
(Bank Name)  
(Signature of Bank Officer)  
(Type Bank Officer's Name & Title)  
(Date)

**Form B-2**  
**(Irrevocable Letter-of-Credit – Site Plan)**

Bank Name  
Address  
Telephone Number

Date

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

Re: Irrevocable Letter-of-Credit # \_\_\_\_\_ Amount \$ \_\_\_\_\_

Dear Jefferson County Commission:

By this letter, (Bank Name) hereby establishes an Irrevocable Letter-of-Credit, No. \_\_\_\_\_, and authorizes you to draw on us for the account of (Project Name/Borrower) up to an aggregate amount of \$ \_\_\_\_\_, subject to the terms and conditions stated herein.

Draws under this Letter-of-Credit are available by your draft presented to our Bank at its (Bank's Location), on or before its expiration on (January 15<sup>th</sup> or July 15<sup>th</sup> of a given year), and accompanied by the following documents:

1. A certification executed and signed by a duly authorized member of the County Commission of Jefferson County, West Virginia, that (Project Name/Borrower) has failed to perform its obligation under, and according to, the terms of that certain construction bond agreement, attached hereto and made a part hereof; and
2. The original Letter-of-Credit.

We hereby agree that drafts under and in compliance with the terms of this Letter-of-Credit will be duly honored if presented as aforesaid on or before its expiration on (January 15<sup>th</sup> or July 15<sup>th</sup> of a given year).

Except as otherwise stated herein, this credit is subject to the Uniform Commercial Code and shall be construed under the laws of the State of West Virginia. Any draft upon this Letter-of-Credit shall be marked "Drawn under (Bank Name) Letter-of-Credit" for (Project Name/Borrower) dated (Date of Letter-of-Credit).

Very Truly Yours,  
(Bank Name)  
(Signature of Bank Officer)  
(Type Bank Officer's Name & Title)  
(Date)

**Form B-3**  
**(Cash-in-Escrow – Subdivision)**

**ESCROW AGREEMENT**

THIS AGREEMENT dated this \_\_\_\_\_ day of *(Month, Year)*, by and between *(Owner/Developer Name)*, having their address at *(Mailing/Street Address), (City), (State), (Zip Code)*, party of the first part, and *(Bank Name), (Mailing/Street Address), (City), (State), (Zip Code)*, as Escrow Agent for the County Commission of Jefferson County, West Virginia, party of the second part.

WITNESSETH that the party of the first part has this day deposited with the party of the second part the sum of *(Dollar Amount in Words), (Dollar Amount in Figures)*, as security for its undertaking to complete construction of the required erosion and sediment control devices, storm water management measures, site grading and drainage, paving, roadways, water and sewer systems, utility lines, paving, property corners, and all other site improvements and appurtenances to serve the *(Subdivision Name), (Phase)*, as more particularly described in Planning Commission File *(JCPC file no)*. This construction is to be subject to the supervision and approval of the County Commission of Jefferson County acting by and through the Jefferson County Engineering Department. Construction must be completed by *(required completion date)*.

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

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

ATTEST: \_\_\_\_\_ *(Owner/Developer Name)*  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ *(Bank Name)*  
BY: \_\_\_\_\_  
DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_  
**AFFIX BANK SEAL** TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**Form B-4**  
**(Cash-in-Escrow – Site Plan)**

**ESCROW AGREEMENT**

THIS AGREEMENT dated this \_\_\_\_ day of (Month, Year), by and between (Owner/Developer Name), having their address at (Mailing/Street Address), (City), (State), (Zip Code), party of the first part, and (Bank Name), (Mailing/Street Address), (City), (State), (Zip Code), as Escrow Agent for the County Commission of Jefferson County, West Virginia, party of the second part.

WITNESSETH that the party of the first part has this day deposited with the party of the second part the sum of (Dollar Amount in Words), (Dollar Amount in Figures), as security for its undertaking to complete construction of the required erosion and sediment control devices, storm water management measures, site grading & drainage, roadways, water and sewer systems, utility lines, paving, property corners, and all other site improvements and associated appurtenances to serve the (Site Plan Name), as more particularly described in Planning Commission File (JCPC file no). This construction is to be subject to the supervision and approval of the County Commission of Jefferson County acting by and through the Jefferson County Engineering Department. Construction must be completed by (required completion date).

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

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

ATTEST: \_\_\_\_\_ (Owner/Developer Name)  
BY: \_\_\_\_\_

DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_ (Bank Name)  
BY: \_\_\_\_\_

DATE: \_\_\_\_\_ PRINT NAME: \_\_\_\_\_

**AFFIX BANK SEAL** TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**Jefferson County, West Virginia**

**Subdivision & Site Plan**

**PERFORMANCE BOND**

**INSTRUCTIONS**

1. The following forms shall be used when a performance/surety bond is used. There shall be no deviation from this form without written approval of Jefferson County Commission or the County Administrator.
2. The full legal name, business address, and telephone number of both the Principal(s) and Surety(ies) shall be inserted in the spaces designated "Principal" and "Surety" on the face of the form. The Bond shall be signed by the person authorized to act on behalf of the Principal and the Surety. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved, evidence of his authority shall be furnished. For a power-of-attorney from a surety company to execute bonds, a certified copy of such power-of-attorney shall be submitted.
3. Surety, Fidelity, and Insurance Companies executing the Bond must be licensed to transact business in West Virginia by the West Virginia Insurance Commissioner. The surety provider shall provide to the County Commission of Jefferson County, the Obligee, a "Certificate of Good Standing" from the West Virginia Offices of the Insurance Commissioner. If the Surety Company was not organized under the laws of West Virginia, the bond must be countersigned by a resident agent licensed in West Virginia. The Company must have an A.M. Best rating of "A-", or better, with a Financial Size Category (FSC) of "VI" , or higher.
4. The name of each person signing this Bond must be typed or legibly printed in the space provided.
5. The "DATE BOND EXECUTED", as shown on the face of the Bond, must be

the same as, or later than, the Bond Agreement that the Surety Bond secures.

6. The performance bond shall be submitted to:

Jefferson County Engineering Department  
P.O. Box 716  
116 East Washington Street  
Charles Town, WV 25414

Attention: Bonding Administrator

Phone: 304-728-3257

**(Remainder of Page Intentionally Left Blank)**

Form B-5  
 Jefferson County, West Virginia  
**Performance Bond**  
 (Land Development Infrastructure & Site Improvements)

BOND NO.	DATE BOND EXECUTED:									
PRINCIPAL(S)/CO-PRINCIPAL(S): (Legal Name(s), Status, Business Address(es) and Phone Numbers)	TYPE OF ORGANIZATION: (check one) <input type="checkbox"/> Individual <input type="checkbox"/> Partnership or Joint Venture <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Other (specify) _____ _____ STATE OF INCORPORATION OR ORGANIZATION:									
(Hereinafter "Principal" whether one or more than one)										
SURETY(IES): (Name(s), Business Address(es) and Phone Numbers)	SUM OF BOND: <table border="1" style="width: 100%; border-collapse: collapse; margin-bottom: 5px;"> <thead> <tr> <th colspan="3" style="text-align: center;">Bond Amount in Dollar Figures</th> </tr> <tr> <th style="width: 33%;">Million(s)</th> <th style="width: 33%;">Thousand(s)</th> <th style="width: 33%;">Hundred(s)</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">\$</td> <td></td> <td></td> </tr> </tbody> </table> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px; text-align: center;">Bond Amount in Words</div> _____ _____ Project Approval Date: ___/___/___ Project Name: _____ _____ _____ JRPC Project File No. _____	Bond Amount in Dollar Figures			Million(s)	Thousand(s)	Hundred(s)	\$		
Bond Amount in Dollar Figures										
Million(s)	Thousand(s)	Hundred(s)								
\$										
NAIC # _____ A.M. Best No. _____ A.M. Best Rating _____ A.M. Best F.S.C. _____ (Herein after "Surety" whether one or more than one)										

KNOW ALL MEN BY THESE PRESENTS, that, we, the Principal and Surety hereto recite and declare that:

1. We are held and firmly bound to the Obligee, the County Commission of Jefferson County, West Virginia (herein after called "County"), a political subdivision of the State of West Virginia, in the sum written above in lawful money of the United States of America, to be paid to the County, its successors or assigns, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by this Bond.
2. The condition of this Bond is that if the Principal shall in every respect discharge its obligations under the project identified above and satisfactorily complete the required site improvements and appurtenances, as required by law, the approved plans (JCPC File No.) and/or permits, by (bond expiration date), then this Bond shall be void; otherwise, this Bond shall remain in full force until discharged in accordance with its terms, as determined by the County. This Bond shall only be terminated upon written release by the County Commission of Jefferson County, stating that the Principal/Developer has well and truly performed and fulfilled the obligations required under the approved subdivision or site plan and this Bond.
3. If Principal fails to complete its obligations, the County shall notify the Principal and Surety that they are in default. If such obligations are not then completed by the Principal and Surety within fifteen (15) days after notification by the County, the Surety shall pay the full penal sum amount of the Bond to the County within thirty (30) days of the initial notification referenced above. Payment by the Surety shall not be conditional on suit by the County. The County may extend the time period for completion of the Principal's and Surety's obligations; any time extension granted shall be in writing.
4. Surety expressly Waives any right to receive notice of, review, or approve any revisions to the approved project plans, and no such revision shall in any way affect the obligation of the Surety under this Bond.
5. In the event that any suit, action, or proceeding is brought by the County in order to enforce the provisions of this Bond, it is expressly agreed and understood that, regardless of when the breach of the underlying project obligations occurs, or the breach of this Bond occurs, the measure of damages recoverable shall be computed as the costs of completion or correction, or both, of the work required to be completed under the project, (1) at the time the work is actually completed and/or corrected to local and state approval and acceptance, or (2) at the time of final judgment of a court of competent jurisdiction; it is further expressly agreed and understood that the measure of damages shall include expenses attributable, but not limited to, administrative costs, litigation costs, attorney's fees, maintenance costs, deterioration, inflation, and any cost increases arising from delay occasioned by litigation, action, or proceedings necessary to enforce the provision of this

Bond.

6. Nothing in the Bond shall be construed as creating an obligation upon the County to pay for the completion or correction of the work guaranteed under the provisions of this Bond.
7. In the event that a previously approved and released component of the site improvements has failed before the final bond release, the developer shall be responsible for correcting, repairing or replacing the failed site improvement. If the developer fails to make the required corrections, repairs or replacement of the failed work, then this bond surety may be used for this purpose. No further bond reductions or final bond release shall occur until the developer has corrected, repaired, or replaced the failed site improvement to the satisfaction of the Chief County Engineer; or the developer has posted the additional bond surety - if an inadequate bond surety amount remains under this bond to cover the costs of the repair or replacement of the failed component - in an amount to the satisfaction of the Chief County Engineer.
8. By signatures, hereto, the Principal and the Surety do hereby expressly Waive any objection that they, or either of them, might interpose in the authority of the County to require each and every provision of the foregoing Bond.

**(Remainder of This Page Intentionally Left Blank. Signature Page Follows)**

BOND NO. \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this BOND to be executed under the Seal as of the day and year on the date set forth above.

**PRINCIPAL / CO-PRINCIPAL**

SIGNATURE: \_\_\_\_\_ (SEAL)

NAME: \_\_\_\_\_ (Typed)

TITLE: \_\_\_\_\_ (Typed)

SIGNATURE: \_\_\_\_\_ (SEAL)

NAME: \_\_\_\_\_ (Typed)

TITLE: \_\_\_\_\_ (Typed)

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

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

I \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, as \_\_\_\_\_ and \_\_\_\_\_, respectively of the \_\_\_\_\_,

whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

BOND NO. \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this BOND to be executed under the seal as of the day and year on the date set forth above.

**CORPORATE SURETY**

NAME: \_\_\_\_\_ (Typed)

ADDRESS: \_\_\_\_\_ (Mailing Address)

\_\_\_\_\_  
(City) (State) (Zip Code)

TELEPHONE NO.: \_\_\_\_\_ (Typed)

STATE OF INCORPORATION OR ORGANIZATION: \_\_\_\_\_

LIABILITY LIMIT: \_\_\_\_\_

Attorney(s)-In-Fact

SIGNATURES: 1. \_\_\_\_\_ (SEAL) 2. \_\_\_\_\_ (SEAL)

NAME: \_\_\_\_\_ (Typed) \_\_\_\_\_ (Typed)

TITLE: \_\_\_\_\_ (Typed) \_\_\_\_\_ (Typed)

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

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

I \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that \_\_\_\_\_

and \_\_\_\_\_, as \_\_\_\_\_

and \_\_\_\_\_, respectively of the \_\_\_\_\_,

whose names are signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

Appendix C

Tolling of Bonding Agreement

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

*(Subdivision/Project Name)*

**THIS AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Declaration") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by [INSERT NAME OF PROPERTY OWNER] ("Declarant"), and the **COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA** (the "County Commission").

**WHEREAS**, Declarant is the owner of a certain tract of land located in Jefferson County, West Virginia, legally described in **Exhibit A** attached hereto (the "Land"); and

**WHEREAS**, the Land has been legally subdivided (the "Subdivision") into \_\_\_\_\_ ( ) single family lots (the "Lots") pursuant to and in accordance with the subdivision ordinance of Jefferson County, West Virginia in effect on \_\_\_\_\_ (the "Subdivision Ordinance"), and as shown on that certain [INSERT NAME OF SUBDIVISION PLAT] recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in [INSERT RECORDING INFO] (the "Final Plat"); and

**WHEREAS**, Declarant posted a bond with the County Commission, in the form of [a letter-of-credit/cash-in-escrow/surety bond], in the amount of \$\_\_\_\_\_ (the "Existing Infrastructure Bond") to secure the completion of all infrastructure improvements to be made in connection with the development of the Subdivision (the "Infrastructure Improvements") as itemized on that certain Construction Bond – Estimate, dated \_\_\_\_\_ (the "Bond Estimate"), and approved by the Jefferson County Department of Planning, Zoning & Engineering (the "Department") on \_\_\_\_\_; and

**WHEREAS**, due to [INSERT REASONS FOR DELAY IN DEVELOPMENT], the Declarant has decided to delay construction of the Infrastructure Improvements and, accordingly, has requested that the County Commission modify the Declarant's original bonding obligations with respect to the Subdivision (the "Original Bonding Obligations") until such time as the Declarant commences construction of the Infrastructure Improvements; and

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

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

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

2. **Modification of Original Bonding Obligations.**

- (a) The County Commission's agreement to modify the Original Bonding Obligations shall be subject to the satisfaction of the following condition precedent (the "Modification Conditions"):
  - (i) The Declarant submits to the Department a surety in the amount of \$10,000 as a Site Stability Bond.
- (b) Upon satisfaction of the Modification Condition, the County Commission shall return the Existing Infrastructure Bond to the Declarant and the Original Bonding Obligations shall be deemed modified as follows:
  - (i) Unless and until Declarant commences the construction of any Infrastructure Improvements, the Declarant's bonding obligations with respect to Subdivision shall be limited to posting a \$10,000 surety as a Site Stability Bond with the County Commission and complying with the provisions of the Bonding Policy with respect to the Site Stability Bond; provided, however, that no infrastructure improvements shall be required to be made to the Land as a condition of keeping the Site Stability Bond in place.
  - (ii) No Infrastructure Improvements, including without limitation any Site Stability Work, shall occur or be permitted on the Land (other than continuance of an agricultural use existing on the land prior to this agreement, and/or mowing and other routine maintenance required to preserve the appearance of the Land and the health and safety of the community) unless and until the Declarant submits to the Department, and the Department approves, a new cost estimate for all Infrastructure Improvements, and the Declarant posts an approved surety with the County Commission in the amount of 115% of said estimate in accordance with the Bonding Policy (the "New Infrastructure Bond"). Upon posting of the New Infrastructure Bond, and provided Declarant is not then in default under this Declaration, the County Commission shall return the Site Stability Bond to the Declarant.
  - (iii) Once the New Infrastructure Bond has been posted with the County Commission, the County Commission shall hold the New Infrastructure Bond in accordance with the Bonding Policy and the Declarant shall thereafter comply with all provisions of the Bonding Policy. The County Commission shall be under no obligation to grant further modifications to the Declarant's

bonding obligations with respect to the Subdivision. The provisions of this Section 2(b)(iii) shall survive termination of this Declaration.

3. **Covenant Not to Commence Construction.** In consideration of the County Commission's agreement to modify the Original Bonding Obligations, Declarant covenants and agrees that prior to satisfying the conditions set forth in Section 2(b)(ii) above, Declarant shall not commence, or cause any third party to commence, the construction of any Infrastructure Improvements, including without limitation any Site Stability Work.
4. **Covenant Prohibiting Construction of Homes or Sale or Transfer of Lots.** In consideration of the County Commission's agreement to modify the Original Bonding Obligations, Declarant covenants and agrees that prior to satisfying the conditions set forth in Section 2(b)(ii) above, (a) Declarant shall not commence, or cause any third party to commence, the construction of any single family residence or other structure on any portion of the Land, and (b) Declarant shall not sell or transfer any Lot. Notwithstanding the foregoing, Declarant may transfer the entire Subdivision to a single transferee subject to the terms and provisions of this Declaration; provided, that such transferee expressly assumes the obligations of Declarant under this Declaration by a written agreement satisfactory to the County Commission.
5. **Covenant to Maintain "Good Standing" with the State of West Virginia.** In consideration of the County Commission's agreement to modify the Original Bonding Obligations, Declarant covenants and agrees that prior to satisfying the conditions set forth in Section 2(b)(ii) above, Declarant shall continually maintain "good standing" with the State of West Virginia with regard to this parcel/property. This shall include:
  - (a) Maintaining a current and valid organization/business certificate, license, or any other document required by the West Virginia Secretary of State to conduct business in the the State of West Virginia. The Declarant shall be in default of this agreement if at any time during the term of this agreement the organization/business is dissolved or revoked by the West Virginia Secretary of State and its good standing is allowed to lapse; and
  - (b) Not be delinquent on the real estate property taxes by more than 30 calendar days from the first payment due date set by the Jefferson County Assessor. The Declarant shall be in default of this agreement if at any time during the term of this agreement, the real estate property taxes on this property are delinquent more than 30 calendar days.

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

6. **Default.**

- (a) The failure of Declarant to observe or perform any of the covenants, conditions or obligations of this Declaration shall constitute a default under this Declaration. If Declarant fails to cure any default within thirty (30) days after the issuance of a notice by the County Commission, specifying the nature of the default; the County Commission may exercise any rights and remedies it may have hereunder or applicable law. Notwithstanding the foregoing, Declarant shall not be entitled to any notice of a violation of the covenant not to sell or transfer any Lot under Section 4(b) of this Declaration.
- (b) The County Commission shall have the right to bring any proceedings at law or in equity against the Declarant for violating or attempting to violate or defaulting upon any of the provisions contained in this Declaration, and to recover actual damages for any such violation or default. Such proceeding shall include the right to restrain by injunction any violation or threatened violation by the Declarant or any other person of any of the terms, covenants or conditions of this Declaration, or to obtain a decree to compel performance of any such terms, covenants or conditions. All of the remedies permitted or available to the County Commission under this Declaration or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy. In any action brought by the County Commission pursuant to these provisions, the County Commission will be entitled to costs (including but not limited to its reasonable attorneys' fees). In addition, the County Commission shall have the right to draw on the Site Stability Bond and apply the proceeds thereof in accordance with the Bonding Policy.
- (c) The maximum length of time for tolling the bond shall be four (4) years. At the time of executing this agreement, the Declarant shall execute a merger deed that merges the lots back into the parent tract. The merger deed shall be held by the Bonding Administrator for the Jefferson County Commission. If the Declarant fails to repost the New Infrastructure Bond and the Bond Surety within four (4) years of the date of this agreement, the County Commission shall have the right to record the merger deed and revoke all project approvals; and the \$10,000 surety for the Site Stability Bond shall be forfeited to the County Commission. The merger deed may not be recorded by the County Commission if the Declarant reposts the Construction Bond and Bond Surety prior to expiration of the four (4) year tolling period; in such case, the merger deed shall be returned by the County

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

7. **Waiver.** No waiver by the County Commission of any default under this Declaration shall be effective or binding unless made in writing by the County Commission and no such waiver shall be implied from any failure of the County Commission to take any action with respect to any default or violation.
8. **Binding Effect.** The terms of this Declaration shall constitute covenants running with the land and shall bind the Land described herein and inure to the benefit of and be binding upon the Declarant and all parties having any right, title or interest in the Land (or any part thereof), their heirs, successors, successors-in-title and assigns. This Declaration is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.
9. **Amendment of Declaration.** This Declaration may not be amended except by a written agreement executed by the Declarant and the County Commission and recorded in the Office of the County Clerk of Jefferson County, West Virginia.
10. **Declaration Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Declaration shall entitle the Declarant to cancel, rescind, or otherwise terminate this Declaration
11. **Term of this Declaration.** This Declaration shall be effective as of the date first above written and shall continue in full force and effect until the Declarant satisfies the conditions set forth in Section 2(b)(ii) above. Upon the termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except for the provisions of Section 2(b)(iii) above, shall terminate and have no further force or effect.
12. **Recordation.** This agreement shall be recorded in the Office of the Clerk of the Jefferson County Commission in both the name of the developer and the project name. It shall be the Declarant's responsibility to record the agreement and provide the Bonding Administrator with confirmation of such recordation in the form of the deed book and page number reference.

\_\_\_\_\_  
(Subdivision Name)

Jefferson County Planning Commission File No. \_\_\_\_\_

\_\_\_\_\_  
(Applicant/Developer Name)

By: \_\_\_\_\_ Date: \_\_\_/\_\_\_/\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

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

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_, President

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

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

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

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

ATTEST:

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

Appendix D

Tolling of Bonding Agreement – First Amendment

THIS AMENDMENT TO THE BONDING AGREEMENT (the "Agreement") is made this 1st day of February, 2014, by and between the State of New York (the "State"), the County of [County Name] (the "County"), and the [Name of the Bonding Company] (the "Bonding Company"). The Agreement was originally entered into on [Date of Original Agreement].

The Bonding Company has provided a surety bond for the [Name of the Contractor] (the "Contractor") in the amount of [Bond Amount] for the [Name of the Project] (the "Project"). The Contractor is currently in breach of the terms of the Agreement, and the Bonding Company is seeking to enforce the terms of the Agreement.

The State and the County have agreed to toll the terms of the Agreement for a period of [Number of Days] days, starting from the date of this Amendment, in order to allow the Contractor to complete the Project. This tolling is intended to provide the Contractor with the necessary time to complete the Project and to avoid any penalties or damages that may be incurred.

The Bonding Company agrees to accept the tolling of the Agreement for the period specified above. The Bonding Company shall remain liable for the performance of the Contractor during the tolling period. The Bonding Company shall also be responsible for any damages or penalties that may be incurred during the tolling period.

The State and the County agree to accept the tolling of the Agreement for the period specified above. The State and the County shall not be liable for any damages or penalties that may be incurred during the tolling period.

This Amendment shall be binding on all parties hereto and shall constitute the entire agreement between the parties with respect to the subject matter hereof. This Amendment shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 1st day of February, 2014.

STATE OF NEW YORK: [Signature]  
COUNTY OF [County Name]: [Signature]  
BONDING COMPANY: [Signature]

Note to preparer: insert information as noted for all highlighted items.

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

**Insert Name and Phase # of Subdivision Subdivision**

**THIS FIRST AMENDMENT TO AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "First Amendment to Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2012, by **INSERT NAME OF DEVELOPER/OWNER** ("Declarant"), and the **COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA** (the "County Commission").

**WHEREAS**, Declarant entered into an agreement entitled "**AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**" (the "Agreement"); said Agreement was subsequently recorded in the Jefferson County Clerk's Office in Deed Book #### Page #### on month, day, year; and

**WHEREAS**, the Agreement contains covenants associated with Declarant's Land which has been legally subdivided (the "Subdivision") into **Insert Name and Phase # of Subdivision** Subdivision consisting of **spell out number of lots (##)** single family lots (the "Lots") pursuant to and in accordance with the subdivision ordinance of Jefferson County, West Virginia in effect on July 18, 1979 (the "Subdivision Ordinance"), and as shown on that certain plat entitled "**Insert Final Plat Name and list of all lots, parcels and residues**" recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book #### Page #### (the "Final Plat"); and

**WHEREAS**, in accordance with Section 2 (a) (i) of the Agreement, Declarant posted a cash surety with the County Commission, in the amount of \$10,000.00 (the "Site Stability Bond"); and

**WHEREAS**, due to moderate improvement in the economic conditions in the homebuilding industry, the Declarant would like to offer for sale certain Lots within the Subdivision, and, accordingly, is requesting that the County Commission modify one-time only, a portion of the Agreement for those certain Lots, while retaining the provisions of the Agreement for all remaining Lots within the Subdivision, until such time as the Declarant is ready to request a termination of the

Agreement, and release the remaining Lots from the terms of the Agreement, so as to commence construction of the remaining Infrastructure Improvements; and

WHEREAS, as permitted within Section 9 of the Agreement, Declarant desires to modify Section 3 of the Agreement's "Covenant Not to Commence Construction" and Section 4 of the Agreement's "Covenant Prohibiting Construction of Homes or Sale or Transfer of Lots", one time only, for Lots **list requested lot numbers to be released**, inclusive, within the Subdivision, by releasing said Lots (the "released Lots") from the aforementioned Agreement;

WHEREAS, in consideration of the County Commission's consideration of this First Amendment, Declarant hereby agrees to comply with all provisions of the County's Bonding Policy for the released Lots as outlined in Section 2 (b) (ii) and (iii) of the Agreement, and to retain all provisions of the Agreement for the Lots that will remain (the "remaining Lots") controlled by the Agreement;

WHEREAS, the County Commission has determined that it is in the best interests of Jefferson County to modify the Agreement one-time only, to permit sale and construction for the released Lots, and retain all provisions of the Agreement for the remaining Lots, until such time as the Declarant requests termination of the Declaration, and complies with all provisions of the Bonding Policy in order to commence construction of the Infrastructure Improvements for the remaining Lots, subject to the condition that Declarant execute and record this First Amendment to Agreement which shall run with the Land and be enforceable by the County Commission.

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

1. **Incorporation of Recitals; Defined Terms.** The foregoing recitals are hereby incorporated into this Declaration by this reference as if fully set forth herein. Capitalized terms used herein and not defined or cross-referenced herein shall have the meanings ascribed to such terms in the Subdivision Ordinance.
2. **Binding Effect.** The terms of this Declaration shall constitute covenants running with the land and shall bind the Land described herein and inure to the benefit of and be binding upon the Declarant and all parties having any right, title or interest in the Land (or any part thereof), their heirs, successors, successors-in-title and assigns. This Declaration is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

3. Amendment of Agreements. As a concession between Declarant and the County Commission, amendments to this First Amendment to Agreement, and subsequent amendments to the Agreement will not be permitted. However, Declarant shall retain the rights of termination of the Agreement as outlined therein by complying with the Bonding Policy and restoring the Infrastructure Bond for the remaining Lots.
4. Declaration Shall Continue Notwithstanding Breach. It is expressly agreed that no breach of this Declaration shall entitle the Declarant to cancel, rescind, or otherwise terminate this Declaration.
5. Term of this Declaration. This Declaration shall be effective as of the date first above written and shall continue in full force and effect.
6. Term of the Previous Agreement. All terms and provisions within the aforementioned Agreement, recorded at the Jefferson County Clerk's office, dated month, day, year, in Deed Book ####, Pg. ####, shall continue in full force and effect only for the remaining Lots (list all lots, parcels, and residues to remain within the agreement).
7. Recordation. This First Amendment to Agreement shall be recorded in the Office of the Clerk of the Jefferson County Commission in both the name of the developer and the project name. It shall be the Declarant's responsibility to record the agreement and provide the Bonding Administrator with confirmation of such recordation in the form of the deed book and page number reference.

Insert Subdivision Name and Phase

(Subdivision Name)

Jefferson County Planning Commission File No. ##-##

Insert owner's representative's name, title, owner/developer's name

(Applicant/Developer Name)

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

Print Name: Insert owner's representative's name Title: Insert owner's representative's title

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

STATE OF INSERT STATE, COUNTY OF INSERT COUNTY, to wit:

I insert name of notary, a Notary Public in and for the State and County aforesaid, do hereby certify that insert name of owner, as insert title of insert owner's company name whose name is signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

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

COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

By: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Print Name: Patricia A. Noland, President, Jefferson County Commission

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

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

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

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

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

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

held over

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

**AGENDA REQUEST FORM**

Name: Mike Wiley

Department or Entity: Beallair Homes, LLC

Estimation of amount of time needed for appointment: 10 Minutes

Date Requested – 1<sup>st</sup> Choice: April 19, 2012

Date Requested – 2<sup>nd</sup> Choice: April 26, 2012

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

**Subject: Request from Beallair Homes, LLC for the County Commission’s consideration of the First Amendment to Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision.**

Please provide the County Commission with a description of your request or presentation, including any background information: **Beallair Homes, LLC hereby respectfully requests the Jefferson County Commissioner’s acceptance and approval of the attached request for subsequent recordation within the Clerk’s Land Records.**

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

***“I hereby approve the First Amendment to Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision submitted by Beallair Homes, LLC, and request same to be recorded in the Clerk’s office after the President’s signature and notarization thereon.”***

Attachments: **Request letter, First Amendment, recorded Agreement**

*2-4 weeks  
then place on agenda  
Roger  
Staff  
Prepare Policy*

*deposition  
pendent  
CV wide  
PULL  
suspect a  
talking*



April 18, 2012

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

RE: Beallair Phase 2 Tolling of Bonding Amendment Request

Dear President Noland:

Beallair Homes, LLC hereby requests the County Commission's (the "Commission") consideration of the enclosed "First Amendment to Agreement Regarding Bonding Obligations and Declaration of Covenants, Conditions and Restrictions Beallair Phase 2 Subdivision" (the "Amendment"). The enclosed Amendment essentially requests a one-time release of thirteen (13) of the tolled eighty-four (84) lots from the Agreement, and retains sixty-four (64) lots in the Agreement. Please note that the County's engineering and legal staff have reviewed this Agreement and their comments have been incorporated therein.

For your information, in accordance with the "*Jefferson County Land Development Site Improvements Bonding & Bond Surety Policy*", Beallair Homes, LLC previously requested, and the Commission approved the "Agreement Regarding Bonding Obligations and Declaration of Covenant, Conditions and Restrictions Beallair Phase 2 Subdivision" (the "Agreement") on July 20, 2011, in accordance with the "*Tolling of Bonding*" process. The agreement was subsequently recorded in the Land Records or the County Clerk's office in Deed Book 1096 at Page 647 (copy enclosed) on July 21, 2011. Also as required by the aforementioned process, we provided the Commission with \$10,000 cash surety as well as a Deed of Merger.

We are requesting the Amendment because there has been interest from prospective buyers in our ability to offer additional lots for sale. However, we continue to proceed cautiously with our development's project expenses and cannot develop the entire phase at this time due to financial constraints discussed below. We note the Agreement was presented due to the difficulties and hardships on our business created during the "great recession"; namely, more stringent project financing requirements from our lenders (e.g. - lower loan to value ratios and appraisals which severally discount cash flow). Additionally, lenders are weary of providing acquisition and development (A&D) loans, and request complete underwriting and appraisals at each loan extension. This leads to land development loan concessions from the developer, including greater loan curtailments, increased equity contributions, removal of letter of credit facilities and higher interest rates. Also as mentioned, significantly lower loan-to-value ratios and appraised land values forced us to toll Phase 2. Because of these challenges detailed above, we are forced to revise our business model to seek alternative project funding sources. In turn, this requires us to proceed with larger developments such as Beallair into smaller segments to align with

THE WORMALD COMPANIES

Patsy Noland, President  
Beallair Phase 2 Tolling Agreement Amendment  
April 18, 2012  
Page 2 of 2

available cash for improvements. Given the consequences of the recession still impacting the Jefferson County real estate market, we believe it is likely these lender financing restrictions and land development business models will remain commonplace for some time.

With this Amendment, we acknowledge this is a one-time request, that the County will continue to retain the \$10,000 cash surety and Deed of Merger, and that any subsequent action on the Agreement would require a full release thereof, with a restoration of the Site Improvements bond at then-current prices. Therefore, we trust the enclosed will be considered favorably for approval by the Commissioners.

If you have any questions regarding any of the enclosed, please do not hesitate to contact me at your earliest convenience by telephone at (301) 695-6614 x204 or by email at [mike.wiley@wormald.com](mailto:mike.wiley@wormald.com).

Sincerely,

**BEALLAIR HOMES, LLC**



Michael T. Wiley, PE, PS  
Vice President

Encl.

cc: Edward E. Wormald  
Robert K. Wormald, Jr.  
Tom Kozeny  
Roger Goodwin, PE  
Becky Burns  
Stephanie Grove, Esq.  
Nichelle Adams Hosby  
Sandy Slusher McDonald  
File: BA-2.1.1/6.2.9.2

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

**Beallair Phase 2 Subdivision**

**THIS FIRST AMENDMENT TO AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "First Amendment to Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2012, by **BEALLAIR HOMES, LLC** ("Declarant"), and the **COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA** (the "County Commission").

**WHEREAS**, Declarant entered into an agreement entitled "*AGREEMENT REGARDING BONDING OBLIGATIONS AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS*" (the "Agreement"); said Agreement was subsequently recorded in the Jefferson County Clerk's Office in Deed Book 1096 Page 547 on July 21, 2011; and

**WHEREAS**, the Agreement contains covenants associated with Declarant's Land which has been legally subdivided (the "Subdivision") into Beallair Phase 2 Subdivision consisting of eighty-four (84) single family lots (the "Lots") pursuant to and in accordance with the subdivision ordinance of Jefferson County, West Virginia in effect on July 18, 1979 (the "Subdivision Ordinance"), and as shown on that certain plat entitled "Final Plat Showing Lots 50-133 and Residue Parcel A Beallair - Phase 2" recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, in Plat Book 23 Page 91 (the "Final Plat"); and

**WHEREAS**, in accordance with Section 2 (a) (i) of the Agreement, Declarant posted a cash surety with the County Commission, in the amount of \$10,000.00 (the "Site Stability Bond"); and

**WHEREAS**, due to moderate improvement in the economic conditions in the homebuilding industry, the Declarant would like to offer for sale certain Lots within the Subdivision, and, accordingly, is requesting that the County Commission modify one-time only, a portion of the Agreement for those certain Lots, while retaining the provisions of the Agreement for all remaining Lots within the Subdivision, until such time as the Declarant is ready to request a termination of the Agreement, and release the remaining Lots from the terms of the Agreement, so as to commence construction of the remaining Infrastructure Improvements; and

**WHEREAS**, as permitted within Section 9 of the Agreement, Declarant desires to modify Section 3 of the Agreement's "*Covenant Not to Commence Construction*" and Section 4 of the Agreement's "*Covenant Prohibiting Construction of Homes or Sale or Transfer of Lots*", one time only, for Lots 77 through 89, inclusive, within the Subdivision, by releasing said Lots (the "released Lots") from the aforementioned Agreement;

**WHEREAS**, in consideration of the County Commission's consideration of this First Amendment, Declarant hereby agrees to comply with all provisions of the County's Bonding Policy for the released Lots as outlined in Section 2 (b) (ii) and (iii) of the Agreement, and to retain all provisions of the Agreement for the Lots that will remain (the "remaining Lots") controlled by the Agreement;

**WHEREAS**, the County Commission has determined that it is in the best interests of Jefferson County to modify the Agreement one-time only, to permit sale and construction for the released Lots, and retain all provisions of the Agreement for the remaining Lots, until such time as the Declarant requests termination of the Declaration, and complies with all provisions of the Bonding Policy in order to commence construction of the Infrastructure Improvements for the remaining Lots, subject to the condition that Declarant execute and record this First Amendment to Agreement which shall run with the Land and be enforceable by the County Commission.

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

1. **Incorporation of Recitals; Defined Terms.** The foregoing recitals are hereby incorporated into this Declaration by this reference as if fully set forth herein. Capitalized terms used herein and not defined or cross-referenced herein shall have the meanings ascribed to such terms in the Subdivision Ordinance.
2. **Binding Effect.** The terms of this Declaration shall constitute covenants running with the land and shall bind the Land described herein and inure to the benefit of and be binding upon the Declarant and all parties having any right, title or interest in the Land (or any part thereof), their heirs, successors, successors-in-title and assigns. This Declaration is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.
3. **Amendment of Agreements.** As a concession between Declarant and the County Commission, amendments to this First Amendment to Agreement, and subsequent amendments to the Agreement will not be permitted. However, Declarant shall retain the rights of termination of the Agreement as

outlined therein by complying with the Bonding Policy and restoring the Infrastructure Bond for the remaining Lots.

4. **Declaration Shall Continue Notwithstanding Breach.** It is expressly agreed that no breach of this Declaration shall entitle the Declarant to cancel, rescind, or otherwise terminate this Declaration.
5. **Term of this Declaration.** This Declaration shall be effective as of the date first above written and shall continue in full force and effect.
6. **Term of the Previous Agreement.** All terms and provisions within the aforementioned Agreement, recorded at the Jefferson County Clerk's office, dated July 21, 2011, Book 1096, Pg. 547, shall continue in full force and effect only for the remaining Lots (lots 50-76, lots 90-133 & Residue Parcel A of the Beallair Subdivision, Phase 2).
7. **Recordation.** This First Amendment to Agreement shall be recorded in the Office of the Clerk of the Jefferson County Commission in both the name of the developer and the project name. It shall be the Declarant's responsibility to record the agreement and provide the Bonding Administrator with confirmation of such recordation in the form of the deed book and page number reference.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

Beallair Phase 2

(Subdivision Name)

Jefferson County Planning Commission File No. 05-41

Robert K. Wormald, Jr., General Manager, Beallair Homes, LLC

(Applicant/Developer Name)

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

Date: 4/16/12

Print Name: Robert K. Wormald, Jr. Title: General Manager

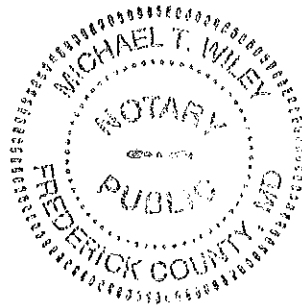
**(Notary Certification Shall Be On The Same Page As The Signatures Being Notarized)**

STATE OF MARYLAND, COUNTY OF FREDERICK, to wit:

I Michael T. Wiley, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert K. Wormald, Jr., as General Manager of Beallair Homes, LLC whose name is signed to the foregoing, this day personally appeared before me in my State and County aforesaid and acknowledged their signatures above (and the Corporate Seal as the genuine Seal of the said corporation).

Given under my hand this 16<sup>th</sup> day of April, 2012.

Michael T. Wiley



My Commission Expires: 10/28/2013

COUNTY COMMISSION OF JEFFERSON COUNTY, WEST VIRGINIA

By: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: Patricia A. Noland, President, Jefferson County Commission

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

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, to wit:

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

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

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

\_\_\_\_\_

ATTEST:

\_\_\_\_\_

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

# Beallair Community Map



PH. 2

Beallair West -  
Future Section

Sleepy Hollow Golf  
Club

Historic  
Beallair  
Village &  
Green

Old Country Club Rd

Fitness Center  
& Swimming

Historic Maniston  
& Gardens

Model  
Homes

Sleepy Hollow Golf  
Club

Main  
Entry

REVISIONS		
Date	Description	Per
10/16/2026	Per JOPC Checklist	

NOTE MODEL/HOME SALES OFFICE ON LOTS 2 & 45.  
 LOT 1 HAS AN EXISTING STONE DWELLING

# SUBJECT LOTS 77-89

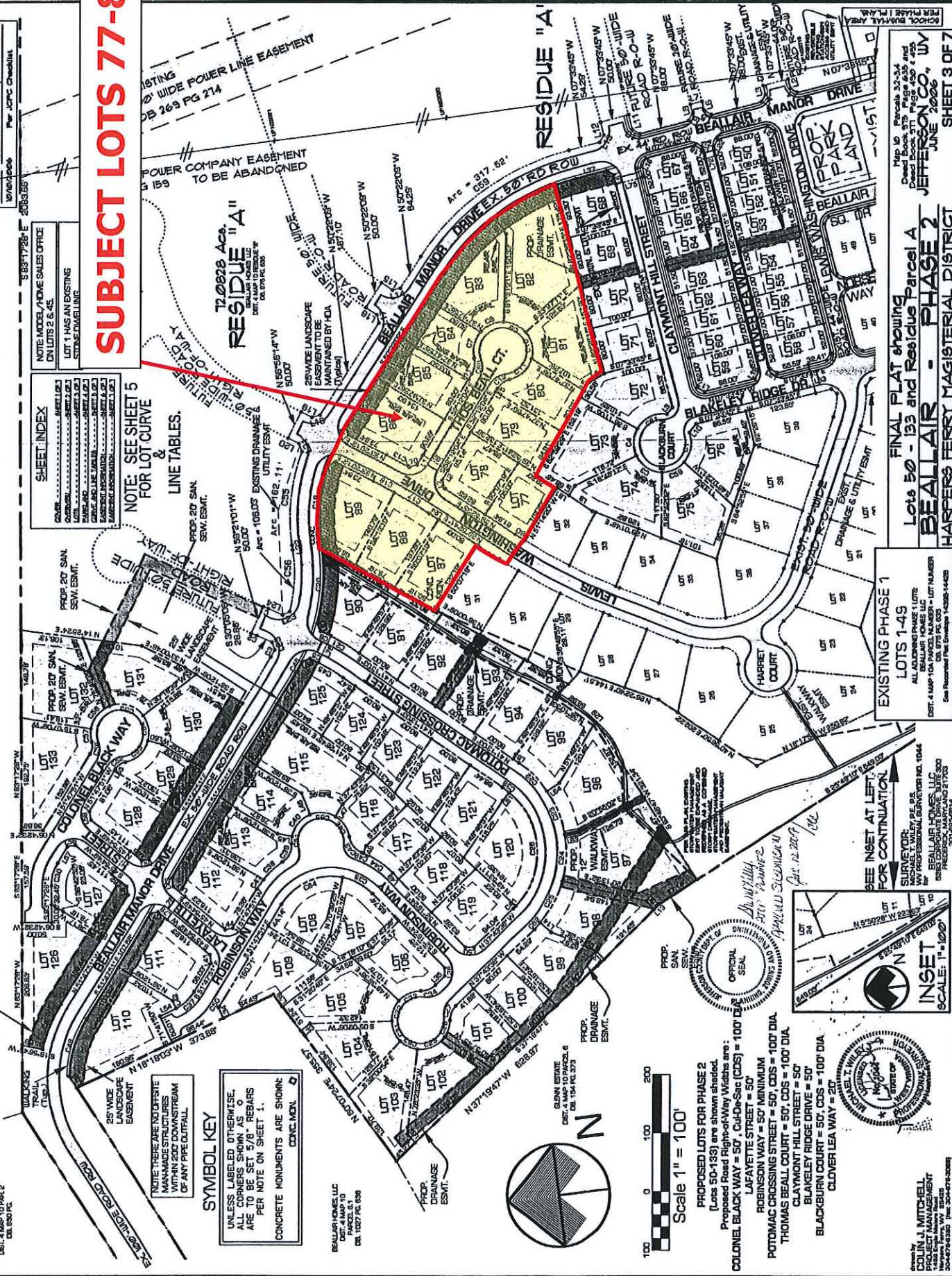
**SHEET INDEX**

CONTRACT	SHEET 1.01
GENERAL NOTES	SHEET 1.02
PROPOSED LOTS	SHEET 1.03
PROPOSED DRIVEWAYS	SHEET 1.04
PROPOSED UTILITIES	SHEET 1.05
PROPOSED LANDSCAPE	SHEET 1.06
PROPOSED CONCRETE	SHEET 1.07
PROPOSED FINISHES	SHEET 1.08
PROPOSED SCHEDULES	SHEET 1.09
PROPOSED SPECIFICATIONS	SHEET 1.10
PROPOSED DETAILS	SHEET 1.11
PROPOSED ERECTION	SHEET 1.12
PROPOSED MAINTENANCE	SHEET 1.13
PROPOSED INSPECTION	SHEET 1.14
PROPOSED COMPLETION	SHEET 1.15

NOTE: SEE SHEET 5 FOR LOT CURVE & LINE TABLES.

B. C. PARTNERS DIST. 4 MAP TO PAR. 3 DE. 1807 PC. 470

B. C. PARTNERS DIST. 4 MAP TO PAR. 2 DE. 1807 PC. 470



25' WIDE LANDSCAPE EASEMENT TO BE MAINTAINED BY HOA (Typical)

25' WIDE LANDSCAPE EASEMENT

NOTE: THERE ARE NO OFF-SITE MAN-MADE STRUCTURES WITHIN 200' DOWNSTREAM OF ANY PRE-OUTFALL

**SYMBOL KEY**  
 UNLESS LABELED OTHERWISE, ALL CORNERS SHOWN AS  $\circ$  ARE TO BE SET 5/8" REBARS PER NOTE ON SHEET 1.  
 CONCRETE MONUMENTS ARE SHOWN  $\square$  CONC. MON.  $\square$

BEALLAIR-HOMES, LLC DIST. 4 MAP TO DE. 1807 PC. 428

GLUM ESTATE DIST. 4 MAP TO PARCELS DE. 154 PC. 375



Scale 1" = 100'

- PROPOSED LOTS FOR PHASE 2**  
 (Lots 50-133) are shown shaded.  
 Proposed Road Right-of-Way Widths are:  
 COLONEL BLACK WAY = 50', CLOVERWAY (CDS) = 100' DIA.  
 LAFAYETTE STREET = 50'  
 ROBINSON WAY = 50' MINIMUM  
 POTOMAC CROSSING STREET = 50', CDS = 100' DIA.  
 THOMAS BEALL COURT = 50', CDS = 100' DIA.  
 CLAYMONT HILL STREET = 50'  
 BLAKELEY RIDGE DRIVE = 50'  
 BLACKBURN COURT = 50', CDS = 100' DIA.  
 CLOVER LEA WAY = 20'

SEE INSET AT LEFT FOR CONTINUATION



INSET SCALE: 1" = 100'

**EXISTING PHASE 1 LOTS 1-45**  
 ALL LOTS ARE PHASE 1 LOTS  
 BEALLAIR HOMES, LLC DIST. 4 MAP TO PARCELS DE. 1807 PC. 428

**FINAL FLAT showing Lots 50 - 133 and Residue Parcel A BEALLAIR - PHASE 2**  
 HARPER'S FERRY MAGISTERIAL DISTRICT

Map 16, Parcels 33-34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45  
 JEFFERSON CO., WV  
 JUNE 2026  
 SHEET 3 OF 7

COLIN J. MITCHELL PROJECT MANAGEMENT  
 HARPER'S FERRY, WV  
 (304) 265-8914

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

4

### AGENDA REQUEST FORM

Name: Debbie Keyser

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1<sup>st</sup> Choice: May 31, 2012

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

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

Subject: ~~Set time and date for work session to discuss County Commission priorities and projects~~

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:

**\*\*\*DRAFT #2\*\*\***

**Commission Projects**

<b>Project</b>	<b>Team Leader/Members</b>	<b>Deadline</b>	<b>Comm Mtg</b>
<b>GIS Content Management System:</b> --Presentation to Commission to present project, costs, and benefit analysis in preparation for next year's budget.	Leader: Todd Fagan	May 30, 2012	June, 2012
<b>Hire a County Administrator:</b>	Leader: Patsy Noland Member: Commission Members, Keyser and McDonald	June 30, 2012	On-going
<b>IT Needs:</b> Determine IT needs within the County. Provide recommendation for in-house or contract services, associated costs and plan of action.	Leader: Keyser and Shroyer Resources: Pellish	June 30, 2012	July, 2012
<b>Impact Fees – Affordable Housing</b>	Leader: Roger Goodwin	June 30, 2012	July 1, 2012
<b>OPEB Actuarial Study:</b> RFP to be completed and bids returned for Commission consideration.	Leader: Paul Shroyer	July 30, 2012	Aug., 2012
<b>Impact Fees:</b> --Ensure a plan is in place to protect Impact Fees --Determine how to collect --How to charge --Potential income --Proposal due to Commission Oct, 2012	Leader: Roger Goodwin Member: Resources: Grove	Sept. 30, 2012	Oct., 2012
<b>CIP Presentation</b>	Leader: Paul Shroyer	June 30, 2012	July, 2012
<b>Income Replacement:</b> Review County's options to provide employees with short term disability and long term disability options, the costs, vendor comparison and date to implement, if approved.	Leader: Debbie Keyser Team Members: Sally Gran Resources: Pellish	Sept. 30, 2012	Oct., 2012

Project	Team Leader/Members	Deadline	Comm Mtg
<b>Move AS400:</b> Move AS400 from Hunter Building to Mason Building to protect equipment	Team Leader: Bill Polk Members: Charlotte Hernandez <u>and Paul Shroyer</u>	Sept. 30, 2012	Oct, 2012
<b>CAD System:</b> Develop RFP for a Computer Aided Dispatch System to provide complete data to those responding to 911 calls. RFP should include estimated costs for budget planning.	Leader: Jeff Polczynski Members: Chris Cross, Craig Simpson <u>Resources: Manuel</u>	Oct. 30, 2012	Nov., 2012
<b>Space Needs Study:</b> Provide inventory of all square footage of office space owned/leased/occupied by County gov't and affiliated agencies; Include: --Purchase of the Briel Building --Renovation of Animal Control --Cost Estimates for Judicial Center for Circuit Clerk; <u>Bond or No Bond?</u> --Court House space needs --Tax Office Work Stations & Storage --Utilize other outside resources as needed --Allow for privacy of citizens to discuss personal issues --Central heat and air condition unit for Hunter bldg. --Meeting Hall for citizens/Commission --Avoid damage to historical buildings <u>Ensure all space is being utilized, and provide a 3 year plan for the use, renovation, sale and upkeep of all buildings to ensure the County is fully utilizing its spaces and dollars for County employment.</u>	Leader: <u>Paul Shroyer and Bill Polk</u> Team Members: <u>TBD</u> <u>Resources: Manuel &amp; Widmyer</u>	Oct. 30, 2012	Nov., 2012
<b>Grant Policy:</b> Develop a policy to establish a standard process to ensure each grant is documented, checks are applied to the appropriate fund, expenditures go to the proper fund, and the County is currently meeting or can meet the Grant requirements.	Team Leader: Vivian Fields Members: Teresa Hendricks, Sandy McDonald		
<b>Polling Assignment/Budget:</b> Determine needs and costs of machines to show polling assignment	Leader: Jennifer Maghan	October 30, 2012	Nov., 2012
<b>Research, determine needs analysis, costs and make recommendation for new</b>	Leader: Bill Polk <u>Resources: Noland</u>		

telephone system for the County			

<u>Commissioner Projects:</u>	<u>Team Leader/Members</u>	<u>Deadline</u>	<u>Comm Mtg</u>
<u>Tennis Bubble</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>Public Indoor Swimming Facility</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>Public Transportation for Community to get to work without cars; MARC Train, etc</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>
<u>Local Drug Treatment Center</u>	<u>TBD</u>	<u>TBD</u>	<u>TBD</u>

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Debbie Keyser is responsible for meeting with each team member to review their assignment and be the liaison between the team leader and the Commission to establish dates for the presentation to the Commissioners.

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

**AGENDA REQUEST FORM**

Name: **Nichelle Hosby**\_\_\_\_\_

Department or Entity: **County Commission**\_\_\_\_\_

Estimation of amount of time needed for appointment: **5 min**\_\_\_\_\_

Date Requested – 1<sup>st</sup> Choice: **6/7/12**\_\_\_\_\_

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

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

Subject: **Approval the Revised Meeting Room 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):

Attachments:

## COUNTY COMMISSION OF JEFFERSON COUNTY

**POLICY TITLE:** County Meeting Room Policy  
**POLICY NUMBER:** 1996-1  
**ADOPTED:** January 18, 1996  
**REVISED:** September 16, 2010

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### **PURPOSE:**

All meeting rooms in Jefferson County-owned buildings are to be used only for County related meetings and/or business. All exceptions to this policy must be brought before the Jefferson County Commission for a vote during its regular meeting. Use of county-owned meeting rooms does not imply endorsement by the County Commission or staff of the viewpoints presented.

### **POLICY:**

The Jefferson County Commission encourages the widest possible use of county meeting rooms by government agencies and nonprofit community groups.

All meetings shall be open to the public.

Rooms may be used for educational, cultural, informational or governmental/civic activities and may include public lectures, panel discussions, workshops and other similar functions.

Room bookings are subject to cancellation if the room is needed for county government business.

Rooms will not be used for personal or family purposes.

Users agree to abide by all regulations of the meeting room relating to the use of the facilities and accept responsibility for all damages caused to the building and/or equipment beyond normal wear.

### **PROCEDURES:**

All exceptions to this policy must be brought before the Jefferson County Commission for a vote during its regular meeting. Organizations authorized to use these rooms are as follows:

- County appointed Commissions, Boards and Authorities

- Republican and Democratic Executive Committees
- Meeting rooms may be used by elected officials (county, state, etc.) for meetings when it is for a stated public purpose. Any organization or individual using meeting rooms is subject to being "bumped" if the rooms are needed for any county related business. County appointed Boards, Commissions, Authorities, etc. will take precedence over any scheduling conflict.

**County Commission Meeting Room – 200 E. Washington Street, lower level of the Old Charles Town Library, Charles Town, WV 25414:**

The County Commission meeting room must be scheduled through the County Commission Office. The key to the meeting room may be picked up and returned to the County Commission staff during normal business hours. The applicant is responsible for getting an alarm code from the County Commission office. The applicant is responsible for the security alarm.

Groups interested in using the County meeting rooms must first fill out an application form provided by the Jefferson County Commission.

Proof of Liability Insurance must be submitted with application by the person reserving the room. Applicants not covered by insurance must sign the provided indemnification form. Submission of application does not constitute approval.

The County Commission reserves the right to cancel any reservations of the County Meeting Rooms.

For programs occurring outside of normal business hours applicant is responsible for entry and/or closure. A \$40 deposit is required for any meeting occurring outside of normal business hours. Payment is due once approval has been granted to use the meeting room. These funds will be refunded once the key has been returned and the building was secured. Any violation of this rule could lead to privileges of meeting room usage being revoked. Process for getting and returning the meeting room key is the responsibility of the applicant.

Maximum capacity is 112 people with tables and 171 people without tables.

The group accepts financial responsibility for any and all damage caused to the building or equipment beyond normal wear. The group contact person will be responsible for any charges incurred by the group.

No furniture should be removed from any meeting room at anytime.

The group is responsible for leaving the room in the condition in which it was found. Meeting rooms must be left in acceptable, un-littered condition. Tables and chairs should be returned to the positions in which they were found.

Microphone Use:

The County Commission has one standard microphone and speaker which you can use if you wish to do so. You will need to indicate on your request form that you wish to use the microphone so we can place it in the room for you prior to your meeting. This basic microphone can be used free of charge.

Multi-Microphone/Projector Use:

If you wish to use the County Commission's projector or microphone system for your meeting, you can do so by paying in advance \$35.00 per hour for each hour you will be using the room. The check should be made payable to Jefferson County Commission and received at a minimum the day before your scheduled meeting. If you fail to pay for the assistance, you will not have access to the equipment. You will be provided the name and cell phone number of the technician who will be managing your equipment needs once your check is received. We do not allow for you or anyone from your group to utilize our equipment without someone from our staff being present to set-up and store the equipment.

**County Commission Courtroom – 100 E. Washington Street, Charles Town, WV 25414:** The County Commission Courtroom is scheduled through the County Clerk's office. Maximum capacity is 49 people.

The group accepts financial responsibility for any and all damage caused to the building or equipment beyond normal wear. The group contact person will be responsible for any charges incurred by the group.

No furniture should be removed from any meeting room at anytime.

The group is responsible for leaving the room in the condition in which it was found. Meeting rooms must be left in acceptable, un-littered condition. Tables and chairs should be returned to the positions in which they were found.

**Circuit Court Courtroom – 100 E. Washington Street, Charles Town, WV 25414:** The Circuit Court Courtroom may be scheduled through the Circuit Judge's office. Maximum capacity is 150 people.

The group accepts financial responsibility for any and all damage caused to the building or equipment beyond normal wear. The group contact person will be responsible for any charges incurred by the group.

No furniture should be removed from any meeting room at anytime.

The group is responsible for leaving the room in the condition in which it was found. Meeting rooms must be left in acceptable, un-littered condition. Tables and chairs should be returned to the positions in which they were found.

**Bardane Public Service Center Conference Rooms – 1948 Wiltshire Road, Suite 3, Kearneysville, WV 25430:** All conference rooms located at the Bardane Public Service Center must be scheduled through the Extension Office located in the Bardane Public Service Center. In the event that meetings are held after hours, a responsible employee shall be in attendance. This employee will be responsible for making sure there is no damage, the meeting room is put back in proper order and the building and meeting rooms are secured before leaving. In addition, employees working after normal business hours at the Bardane Public Service Center are responsible for securing the building.

Maximum capacity for large room is 104 people and the small room is 36 people.

The group accepts financial responsibility for any and all damage caused to the building or equipment beyond normal wear. The group contact person will be responsible for any charges incurred by the group.

No furniture should be removed from any meeting room at anytime.

The group is responsible for leaving the room in the condition in which it was found. Meeting rooms must be left in acceptable, un-littered condition. Tables and chairs should be returned to the positions in which they were found.

**COUNTY COMMISSION MEETING ROOM  
REQUEST FORM**

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

Meeting Time: \_\_\_\_\_ to \_\_\_\_\_

Organization Name: \_\_\_\_\_

Purpose of Meeting: \_\_\_\_\_

**Is Audio/Visual equipment needed?**

Please attach a brief description of your organization. (You may attach other printed materials.)

Please check the boxes on all that apply to your organization:

- Has previously used the library
- Is a not-for-profit organization
- Can provide a certificate of insurance
- Indemnification Form provided in lieu of certificate of insurance

By signing this Request, I acknowledge that I have read and fully understand the Jefferson County Commission Meeting Room Policy for the use of the County Commission Meeting Room located at 200 East Washington Street lower level of the Old Charles Town Library. I agree to assume personal responsibility for my organization's compliance with these regulations, the behavior of all those attending any meeting or program, and the care of the meeting room and all property within the room.

Person Making Request: (printed): \_\_\_\_\_

Signature of Person Making Request: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
(If other than the representative signing above)

Representative's Address: \_\_\_\_\_

\_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**COUNTY COMMISSION MEETING ROOM**

**INDEMNIFICATION FORM**

As the individual or the authorized representative of the organization making the reservation, I agree to indemnify and hold harmless the Jefferson County Commission, its agents and representatives, from any and all lawsuits, action, claims or demands of any character or nature arising out of or brought on account of injuries or damages sustained by any person(s) as a consequence or result of using the meeting room, its furnishings or its equipment.

Person Making Request: (printed): \_\_\_\_\_

Signature of Person Making Request: \_\_\_\_\_ Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
(If other than the representative signing above)

Representative's Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



(b)

COUNTY COMMISSION MEETING ROOM

REQUEST FORM

Date Requested: 6/27/12  
 Meeting Time: 6 pm to 8 pm (like to be there at 5:30 to set up)  
 Organization Name: Change Mastery  
 Purpose of Meeting: free Community Workshop see attached

Please attach a brief description of your organization. (You may attach other printed materials.) see attached

Please check the boxes on all that apply to your organization:

- Has previously used the library
- Is a not-for-profit organization
- Can provide a certificate of insurance
- Indemnification Form provided in lieu of certificate of insurance

By signing this Request, I acknowledge that I have read and fully understand the Jefferson County Commission Meeting Room Policy for the use of the County Commission Meeting Room located at 200 East Washington Street lower level of the Old Charles Town Library. I agree to assume personal responsibility for my organization's compliance with these regulations, the behavior of all those attending any meeting or program, and the care of the meeting room and all property within the room.

Person Making Request: (printed): Anne Conlan  
 Signature of Person Making Request: Anne Conlan Date: \_\_\_\_\_  
 Contact Person: Anne Conlan  
 (If other than the representative signing above)  
 Representative's Address: \_\_\_\_\_

Telephone: 304-876-8659 Fax: \_\_\_\_\_

email ~~cc~~ aconlan@changemastery.pro

**COUNTY COMMISSION MEETING ROOM**

**INDEMNIFICATION FORM**

As the individual or the authorized representative of the organization making the reservation, I agree to indemnify and hold harmless the Jefferson County Commission, its agents and representatives, from any and all lawsuits, action, claims or demands of any character or nature arising out of or brought on account of injuries or damages sustained by any person(s) as a consequence or result of using the meeting room, its furnishings or its equipment.

Person Making Request: (printed): Anne Conlan

Signature of Person Making Request: Anne Conlan Date: \_\_\_\_\_

Contact Person: \_\_\_\_\_  
(If other than the representative signing above)

Representative's Address: 364 Fernbank Dr  
Shepherdstown WV 25443

Telephone: 304-876-8659 Fax: \_\_\_\_\_

E-mail: aconlan@changemastery.pro

5-31-2012

At 1:15 p.m. I spoke with Ms. Conlan concerning if she was a not-for-profit organization. At that time, Ms. Conlan informed me that she is not. However, this is something she wants to do for the community. She is also holding a workshop in Shepherdstown as well.

Nichelle Hosby  
County Commission

The date is available.

# Create a life you LOVE



## Free workshop

**Are you living your life by design or by default?**

**Would you like to create a VISION for your life and experience more JOY and greater FREEDOM? And, would it be okay with you if life got a whole lot easier, more fun, and more fulfilling?**

**In this two-hour workshop, Anne Conlan, Master Certified Coach and Life Mastery Consultant, will guide you through a step-by-step process for getting clear about what you would love to create in your life and show you how to make your dreams a reality.**

**Email Anne to register at [anlan@oktanevents.com](mailto:anlan@oktanevents.com) Space is limited**



*For the past 15 years, Anne Conlan has been leading people to phenomenal success by helping them create a life of passion, purpose, and prosperity. She is a skilled and sought-after life coach, speaker, and trainer.*

<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: Sandy Slusher McDonald, Deputy County Administrator

Department or Entity: County Commission

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

Date Requested – 1<sup>st</sup> Choice: June 7, 2012

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

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

Subject: **Approval of Grant Resolution - Citizens Fire Company - \$10,000**

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

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **motion to approve the grant resolution for the Citizens Fire Company in the amount of \$10,000 and to authorize the President of the Commission to affix her signature to the appropriate documents**

**Attachments:**

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## **RESOLUTION**

The Jefferson County Commission met on the 7<sup>th</sup> day of June, 2012 with a quorum present and passed the following Resolution:

Be It Resolved that the County Commission of Jefferson County, West Virginia, hereby authorizes Patricia A. Noland, President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office to receive and administer grant funds pursuant to provisions of the Community Participation Grant Program in the amount of \$10,000. The funds from this project is for the purchase of technology equipment for the Citizens Fire Company.

Dated: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. NOLAND  
PRESIDENT  
JEFFERSON COUNTY COMMISSION

ATTESTED: \_\_\_\_\_  
County Clerk



**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)

COPY

PRESIDENT  
*Patsy Noland*

VICE PRESIDENT  
*Dale Manuel*

COMMISSIONER  
*Frances Morgan*

COMMISSIONER  
*Walt Pellish*

COMMISSIONER  
*Lyn Widmyer*

May 2, 2012

Ms. Debbie Long  
West Virginia Development Office  
State Capitol Complex, Building 6  
Room 525  
1900 Kanawha Blvd. E  
Charleston, WV 25305

Re: Community Partnership Project Funding Request  
Project Number: 12LEDA0080

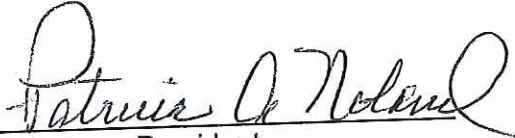
Dear Ms. Long:

This is to confirm that the Jefferson County Commission promises and agrees to act as funding agency to assist:

Parks & Recreation Commission (\$20,000)  
Animal Welfare (\$15,000)  
Citizens Fire Company (\$10,000)  
Contemporary American Theater Festival (CATF) (\$5,000)

to perform specific tasks through funding from the Governor's Community Partnership Grant Program.

JEFFERSON COUNTY COMMISSION

By:   
President

PAN:ds

cc: Senator Herb Snyder  
State Capitol Complex  
Building 1, Room 217-W  
Charleston, WV 25305

ACTING COUNTY ADMINISTRATOR  
*Sandy Slusher McDonald*

12CPGP

**SECTION 1. GRANTEE**

Local Governing Agency (Grantee): Jefferson County Commission Project Title: Citizens Fire Co.  
 Street Address: 124 E. Washington St City: Charles Town Zip: 25414  
 Chief Elected Official: Patricia A. Ireland, President Email: scandy@jeffersoncountylew.org  
 Phone: (304) 728-3284 Fax: (304) 725-7916 Form Completed By: Ronald Fletcher  
 Brief Description of Project: Purchase equipment Life Fall 12

NOTE: PHOTOGRAPHS WILL BE REQUIRED UPON COMPLETION OF THE PROJECT, PRIOR TO THE RELEASE OF GRANT FUNDS.

**SECTION 2. NONPROFIT ORGANIZATION (SUBGRANTEE)**

Are funds requested for a nonprofit organization?  Yes  No  
 Nonprofit Organization: Citizens Fire Company Executive Director: Ronald Fletcher, President  
 Street Address: 245 Citizens way City: \_\_\_\_\_ State/Zip: \_\_\_\_\_  
 Phone: (304) 725-2814 Fax: (304) 725-4029 Email: president@  
 Website: www.citizensfirecompany.com IRS Cert. (Ex: 501(c) 3, etc.): 501(c)4 Yr. Cert: 1983

Federal Nonprofit Certification is attached. This application **WILL NOT** be processed without Federal nonprofit status.  
 State Regulation Checklist for Nonprofit Organization is attached. This application **WILL NOT** be processed without this Checklist.

**SECTION 3. PROJECT OWNER AND LOCATION**

The use of grant funds at/for private property or private gain or use is prohibited. Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Owner of project site, property or building: \_\_\_\_\_ Vicinity/site plan attached?  Yes  No  
 Location and address where grant funds will be used (sufficient to drive to site): \_\_\_\_\_

Upon completion, what government agency will own, operate, or be responsible for the project? \_\_\_\_\_

Yes  No Project site(s) or building(s) are owned by a government agency.  
 Yes  No Project site(s) or building(s) are owned by a nonprofit organization. (If yes, attach copy of property deed).

**SECTION 4. FUNDING SUMMARY**

A minimum of 10 percent is required as a local match. Attach commitment letters for each funding source listed below.

	Amount	Source	Status	Documentation
		Grant Program, Bank Loan, Fundraising, Fees, etc.	Pending, Approved, Ongoing, etc.	Letter, Resolution, etc.
a. Grant Funds Requested				
b. Local Funds (10% local match required)	\$ 1,000	donations	approved	
c. Other Funds	\$			
d. Other Funds	\$			
e. Other Funds	\$			
Total Project Cost	\$ 11,000			

## **SECTION 5. CERTIFICATION OF STATE REGULATIONS**

**CHECK ITEMS 1-11 BELOW** to certify compliance with the following laws, regulations and requirements by the grantee (municipality, county commission, board of education, public service district, etc.):

1.  **Competitive bids are required for purchases exceeding \$2,500 in cost, as follows:**

- |                          |   |
|--------------------------|---|
| ▪ \$2,500 or less        | ▪ No bids required; however, competition is encouraged. |
| ▪ \$2,500.01 to \$5,000  | ▪ Three verbal bids documented on a verbal bid summary. |
| ▪ \$5,000.01 to \$25,000 | ▪ Three written bids required.                          |
| ▪ \$25,000 or more       | ▪ Class II Legal Ads required.                          |

2.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**

Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.

3.  **State prevailing wages will be paid for all construction associated with this project. This regulation applies to any and all projects, regardless project cost.**

Wage rates may be obtained from the West Virginia Secretary of State at 304-558-6000, or [www.wvsos.com](http://www.wvsos.com). If federal funds are included, the highest rate (West Virginia or Davis-Bacon) must be paid. All contractors must have a West Virginia contractor's license. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**. These regulations apply to the employment of any contractor or subcontractor for this project, including the following trades and activities:

- |                  |              |
|------------------|--------------|
| ▪ Construction   | ▪ Painting   |
| ▪ Reconstruction | ▪ Decoration |
| ▪ Demolition     | ▪ Alteration |
| ▪ Enlargement    | ▪ Repair     |
| ▪ Remodeling     | ▪ Expansion  |

4.  **The following documents will be required for the release of grant funds:**

- Copies of bids, quotes or bid summary
- Copy of legal ad, which must require prevailing wages for construction
- Copies of certified payroll records
- Copies of invoices

5.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**

The county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.

6.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**

Funds provided to counties and municipalities for grants to nonprofit organization are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**.

7.  **Professional services, such as consulting, shall be obtained through a request for proposals.**

8.  **Architectural or engineering services shall be pursued in accordance with West Virginia Code §5G.**

9.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**

10.  **The use of grant funds at/for private property or private gain is prohibited.**

11.  **Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.**

**SECTION 6. ELIGIBLE PROJECTS**

**ELIGIBLE activities include, but are not limited to, permanent public improvements related to the following:**

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| ▪ Business and Industrial Parks       | ▪ Land and Property Acquisition   |
| ▪ City Hall and Courthouse Facilities | ▪ Libraries                       |
| ▪ Construction and Renovation         | ▪ Parks and Recreation            |
| ▪ Demolition                          | ▪ Parking Facilities              |
| ▪ Economic Development                | ▪ Preservation and Beautification |
| ▪ Emergency Services                  | ▪ Public Safety                   |
| ▪ Flood and Storm Drainage            | ▪ Street and Sidewalk Repair      |
| ▪ Infrastructure                      | ▪ Technology                      |
| ▪ Law Enforcement                     | ▪ Water, Wastewater Facilities    |

**INELIGIBLE activities include, but are not limited to, expendable items related to the following:**

- |                           |                               |
|---------------------------|-------------------------------|
| ▪ Administrative costs    | ▪ Private Property            |
| ▪ Food                    | ▪ Rent                        |
| ▪ Clothing                | ▪ Maintenance                 |
| ▪ Homeowners Associations | ▪ Salaries                    |
| ▪ Insurance Premiums      | ▪ Scholarships                |
| ▪ Maintenance             | ▪ Sports Uniforms             |
| ▪ Medical Programs        | ▪ Training and Speakers' Fees |
| ▪ National Dues           | ▪ Travel Expenses             |
| ▪ Postage                 | ▪ Utility Costs               |

**PROJECT DESCRIPTION**

Describe in **SPECIFIC TERMS** the scope of work to be completed and the proposed use(s) of grant funds.

Will be used to purchase Life Pac 12  
Defibrillator

**If funds are requested for a nonprofit organization, provide mission statement. Attach brochure /web pages if available.**

[www.citizensfirecompany.com](http://www.citizensfirecompany.com)

*a Hacked*

# Checklist for Nonprofit Organizations

**Must Be Submitted With Application for Community Participation Grant Program Funding for Nonprofit Organizations**

1. Local Government Agency: Jefferson County Commission Chief Elected Official: Patricia Noland, President  
 Project Title: CITIZENS FIRE COMPANY Amount of Grant: \$ 10,000  
 Form Completed By: Ronald Fletcher Phone: (304) 725-2814 Fax: (304) 725-4029

2. Nonprofit Organization: CITIZENS FIRE CO. Executive Director: Ronald Fletcher, Pres.  
 Street Address, City, Zip: 245 Citizens Way Phone: (304) 725-2814 Fax: (304) 725-1916  
Charles town wv 25814

Federal nonprofit certification, 501c determination letter from Internal Revenue Service attached.  
 Mission statement, brochure, or web pages explaining mission of the organization and services it provides attached.

**CERTIFICATIONS AND ASSURANCES**

**CHECK ALL ITEMS BELOW** to certify compliance with the following laws, regulations and requirements:

3.  **Competitive bids are required for purchases exceeding \$2,500 in cost, as follows:**
  - \$2,500 or less
  - \$2,500.01 to \$5,000
  - \$5,000.01 to \$25,000
  - \$25,000 or more
  - No bids required; however, competition is encouraged
  - Three verbal bids documented on a verbal bid summary
  - Three written bids required
  - Class II Legal Ads required
4.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**  
 Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.
5.  **State prevailing wages will be paid for all construction associated with this project, regardless of the cost.**  
 West Virginia prevailing wages must be paid for all construction projects using state grant funds. All contractors must have a West Virginia contractor's license. These regulations apply to every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work. If federal funds are included, the highest rate (West Virginia or Davis-Bacon) will be paid. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
6.  **The following documents will be required for the release of grant funds.**
  - Copies of bids, quotes or verbal bid summary
  - Copy of legal ad, which must require prevailing wages for construction
  - Copies of certified payroll records for construction
  - Copies of Invoices.
7.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**  
 The county or municipality must act as the administrator of grant funds for to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
8.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**  
 Funds provided to counties and municipalities for grants to nonprofit organizations are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
9.  **Professional services shall be obtained through a request for proposals.**  
 Architectural or engineering services shall be obtained in accordance with West Virginia Code §5G.
10.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**
11.  **The use of grant funds at/for private property or private gain is prohibited.**  
 Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Signature: Ronald Fletcher Date: 5/31/12  
 Executive Director, Nonprofit Organization  
**ORIGINAL SIGNATURE REQUIRED**

## **SECTION 7. ASSURANCES**

**The applicant hereby assures and certifies that it shall comply with the following regulations, policies, and requirements:**

- A. The applicant assures the State that it will perform the work for which the grant was made as determined by the State.
- B. The applicant assures the State that it has or will secure qualified personnel to administer a grant, and that the costs to administer the grant will be paid for by the applicant.
- C. The applicant assures the State that it will have started work on the project before the end of the fiscal year in which the grant award is made.
- D. The applicant assures the State that it understands that the amount of the grant award cannot be increased without the written consent of the Governor.
- E. The applicant assures the State that payment for work performed will be requested in writing with copies of invoices attached that document the costs of each work segment making up the total amount of funds requested.
- F. The applicant assures the State that it understands that ten percent of the grant award will be held by the State as retainage, pending receipt of a written certificate of substantial completion attached to any final invoices for work not already paid.
- G. The applicant assures the State that it understands that by letter the State can terminate for cause an applicant's grant agreement with the amount of funds recovered equal to the percentage of incomplete work. The applicant further assures the State that it understands that it can be terminated by letter any grant agreement with the State before costs are incurred on the project.
- H. The applicant assures the State that any changes in the scope of work specified in a grant agreement will first be submitted in writing to the State for approval by change order.
- I. The applicant assures the State that in its hiring practices for work to be performed it will comply with the equal employment provisions of Titles VI and VII of the 1964 Civil Rights Act, and Presidential Executive Orders 11246 and 11375, as amended.
- J. **The applicant assures the State that competitive bids will be solicited on any major work element exceeding \$2,500 in cost.** Competitive bidding shall be pursued in all instances.
- K. **Competitive bidding requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids; however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.**
- L. **The Grantee shall solicit competitive, sealed bids for commodities and supplies related to this project which have an estimated value of more than \$25,000. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination.** The receipt and utilization of funds procured through this program mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.
- M. **Bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3.** This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks prior to the final bid date.
- N. The applicant assures the State that State **prevailing wage rates will be paid on contract construction unless federal funds are included in the project, in which case, the higher of the State's or Davis-Bacon wage rates will be paid on all contract construction.**
- O. Every contract involving **construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work** which involves the employment of any contractor and/or subcontractor necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such contract, must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost. The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.**
- P. The applicant assures the State that any part of the project to be occupied by the general public will be made accessible to the handicapped.
- Q. The applicant assures the State that any permits, licenses, or other requirements of particular State or Federal agencies necessary for the project's design, construction, or operation will be secured.
- R. The applicant assures the State that it will not subgrant any of the grant funds received to any of its officials or employees or the members of their families or to employees of the WVDO or members of the State Legislature in any contracts awarded for work to be performed.
- S. The applicant assures the State that it will maintain and have available for inspection on written request by the State all records kept on the project including bid documents, copies of all contracts, contractors' payrolls, time sheets, and invoices. The applicant further assures the State that it will schedule an audit of any grant funds to be included in its annual audit as performed by the State Tax Department.
- T. The applicant assures the State, by evidence of attaching a resolution, motion, or similar action passed by its governing body, that it has the legal authority to apply for this grant, commit any local matching shares, authorize the person signing the grant to act as an agent for the applicant to answer any questions by the State about the application, and to abide by the understandings and assurances described in this section.
- U. As the grantee, the county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with sub-grantees so that property and/or assets acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.

**SECTION 8. SIGNATURE AND RESOLUTION**

**This application must contain the following:**

- Application with Original Signature**
- Resolution by Unit of Local Government**
- Documentation of Local Match (Minimum 10 Percent)**
- Nonprofit Application Checklist with Original Signature – Required for Nonprofit Organizations**
- IRS 501(c) Determination Letter - Required for Nonprofit Organizations**

To the best of my knowledge, the information contained in this application is true and correct; the submission thereof has been duly authorized by the governing body; and the applicant will comply with the regulations, policies, guidelines and requirements outlined by the State of West Virginia. If the recipient is a nonprofit organization, the county or municipality certifies that this nonprofit organization is legally authorized to receive public funds.

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

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

**Mayor or County Commission President**  
**ORIGINAL SIGNATURE REQUIRED-USE BLUE INK**

**West Virginia Development Office**  
**Community Development Division**  
**Community Participation Grant Program**  
1900 Kanawha Boulevard, East Building 6, Room 553  
Charleston, West Virginia 25305  
Phone: 304-558-4010 Fax: 304-558-2246  
[www.wvcommerce.org](http://www.wvcommerce.org)





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The official home of

# Citizens Fire Company

Charles Town, West Virginia

Please sign our guest book and be sure to check back often!

## 3rd Annual Car Show and Chicken BBQ

[Click Here for more details!](#)

**Controlled Burning**

**If you are conducting a controlled burn anywhere in Jefferson County, you must first contact the Jefferson County Communications Center at 304-725-8484 to obtain the current burning regulations and to register the address where you will be burning.**

**Monthly Fire & EMS Log**

May 3, 2012
May 10, 2012
May 17, 2012
May 24, 2012
May 31, 2012

**News Headlines**

**Lightning Strikes During Evening Thunderstorm**

*Fri. May 25th 2012*

Yesterday evening, FF/EMT Steven Pace, a member of Citizens Fire Company, photographed a lightning strike during an early evening thunderstorm. The picture shows a bolt of lightning that appears to strike the building, in the area of the radio antenna. The fire statio...



[Read more »](#)

**Golf Tournament Date Announced**

*Mon. Mar 19th 2012*

This year's annual golf tournament will be held at Locust Hill Golf Course on Friday, September 14th, with a 9am tee time. Please refer to our website for future announcements and information!...

[Read more »](#)

**A Special Thank You**

*Tue. Feb 28th 2012*

The membership of Citizens Fire Company would like to thank everyone who came out to support us last Tuesday on Pancake Day. For well over 50 years, the Citizens Fire Company Pancake Day has been a community staple on Shrove Tuesday. This year's event was no different.&nb...

[Read more »](#)

**Online Donations**




**Volunteer Today!**

[Click Here to download our Membership Application](#)

**Weather**

# REWARD FOR INFORMATION

# ARSON

A crime too dangerous to ignore.

WEST VIRGINIA IS BURNING...  
and

WE NEED YOUR HELP!

If you have any information about a fire, past or present, you can earn a cash reward up to

# \$2500

Call the  
West Virginia Arson Hotline

# 1-800-233-FIRE

### Knox Box Access



To order a Knox Box for your location or to learn more, please click the picture above.

### Listen Live

Click below for live audio!  
Jefferson County Fire and EMS

### Radio Training

Scheduled Classes:

January 18, 2012

March 20, 2012

May 16, 2012

July 17, 2012

September 19, 2012

November 13, 2012

Click here to register online

### Terrorism Advisory



### Winter Weather Watch

Thu. Jan 19th 2012

The NWS has issued a Winter Weather Watch for Jefferson County late Friday night into early Saturday morning. Please use extreme caution during these times....

[Read more »](#)

### Santa Claus is Coming to Town!!

Fri. Dec 16th 2011

The holiday season is once again upon us and Citizens Fire Company will be transporting Santa Claus through numerous Charles Town communities. Santa's schedule is listed below. Monday, December 19th - 6pm-8:30pm County Green Subdivision Belvedere Heights ...

[Read more »](#)

[View All News Headlines »](#)

### Recent Calls

### Structure Fire, Box 400

Mon. Apr 16th 2012

Companies 4, 2, 1 and 5 were dispatched for smoke coming from a commercial structure in the area of N. George Street and Beltline Drive. Engine 4 and Truck 2 arrived on scene with a well involved unoccupied structure. Engine 4 utilized their deck gun on the fire building while crews from...

[Read more »](#)

### Auto Accident w/ Entrapment, Box 210

Thu. Feb 23rd 2012

At approximately 1915 hours, companies 2, 4 and 11 were dispatched to the area of Charles Town Road for an auto accident with rollover and entrapment. Upon arrival units found two vehicles involved and confirmed entrapment of one female patient. Assistant Chief 2 assumed incident command...

[Read more »](#)

### Chimney Fire, Box 400

Fri. Jan 27th 2012

Companies 4, 2, 1 and 5 were dispatched to the intersection of Congress Street and Water Street in Charles Town at approximately 1425 hours. Upon arrival, Chief 2 assumed Command of the incident. After investigation confirmed a chimney fire with no extension, Chief 2 determined that...

[Read more »](#)

### Motor Vehicle Accident w/ Entrapment, Box 200

Fri. Jan 27th 2012

At approximately 0631 hours, companies 2, 4 and 11 were dispatched for an auto accident with entrapment in the area of Candlewood Drive on Berryville Pike. Upon arrival units confirmed one patient trapped, Engine 2 assisted with extrication and Captain 2 assumed Incident Command. Units cleared the s...

[Read more »](#)

### Motor Vehicle Accident, Box 200

Thu. Oct 13th 2011

Companies 2, 4 and 11 were dispatched at approximately 1308 hours for an auto accident

Enter city or U.S.zip

[Charles Town, WV](#)

Currently



75°F

Sunny

Feels Like: 75°F  
Humidity: 41%  
Wind: NNW 8 mph

[Hour-by-hour](#)

Today's Outlook



80/60°F

Sunny

[10-day](#)

[@weather.com](#)

Destination Weather  
Pollen Levels  
Pet Care Guide  
Golf Course Weather

[Get the Weather Channel Toolbar](#)

### Upcoming Events

Every 1st Thu. 7:30pm  
**Company Meeting**

Every 3rd Thu. 7:30pm  
**Company Meeting**

Every 1st Wed. 6:30pm  
**Auxiliary Meeting**

### Picture Gallery



### Search Our Site

Search:



**Recent Calls**

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**Structure Fire, Box 400**

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[Read more »](#)

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[Read more »](#)

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[Read more »](#)

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[Read more »](#)

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This year's annual golf tournament will be held at Locust Hill Golf Course on Friday, September 14th, with a 9am tee time.&nb...

[Read more »](#)

Tue. Feb 28th 2012  
**A Special Thank You**

The membership of Citizens Fire Company would like to thank everyone who came out to support us last Tuesday on Pancake Day.&...

with ejection and entrapment. Upon arrival Truck 2's crew found no entrapment or ejection and confirmed two patients on the scene. Assistant Chief 2 assumed Incident Command at Duty 2 and requested one...

[Read more »](#)

[View Call History »](#)

**Apparatus Gallery**



**Contact Information**

**Citizens Fire Company**  
 245 Citizens Way  
 Charles Town, WV 25414

Non-Emergency:  
**304-725-2814**

Emergency:  
**911**

[Contact Us](#)  
[Driving Directions](#)  
[Map](#)

**Member Login**

Username:

Password:



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Check back often for advertisement opportunities.

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**Links**

**RESA VIII - Public Service Training**

**Briggs Animal Adoption Center**

**The Fire Store**



**Login**

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This site has been viewed 164,263 times.

**Internal Revenue Service  
District Director**

**Department of the Treasury**

**P. O. Box 2508  
Cincinnati, OH 45201**

**Date:** AUG 20 1986

**Person to Contact:**

Edward Theiss

**Telephone Number:**

513-684-3957

**Refer Reply to:**

EP/EO

**Federal Identification Number:**

55-6021509

Citizens Fire Company  
P.O. Box 927  
Charles Town, WV 25414-0927

Dear Sir or Madam:

This is in response to your request for a letter affirming your organization's exempt status.

On May 12, 1983, we issued a determination letter which recognized your organization as exempt from federal income tax under section 501(c)(4) of the Internal Revenue Code. That letter is still in effect.

If your organization's character, method of operation, or purposes change, please let us know so we can consider the effect of the change on the organization's exempt status. Your organization should also inform us of all changes in its name or address.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

Contributions or gifts to tax exempt volunteer fire companies for exclusively public purposes are deductible under section 170(c)(1) of the Code.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is also liable for tax under the Federal Unemployment Tax Act for each employee to whom it pays \$50 or more during a calendar quarter if, during the current or preceding calendar year, the organization had one or more employees at any time in each of 20 calendar weeks or it paid wages of \$1,500 or more in any calendar quarter.

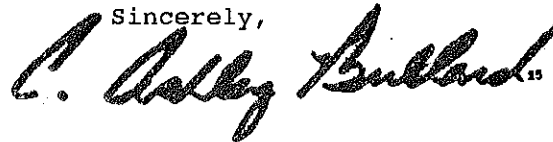
Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Internal Revenue Code. If your organization is subject to this tax, it must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your organization's activities are unrelated trade or business as defined in Code section 513.

Citizens Fire Company  
55-6021509

Because this letter could help resolve any questions about your organization's exempt status, you should keep it with the organization's permanent records.

If you have any questions, you may contact us at the address or telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,  


C. Ashley Bullard  
District Director



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

**AGENDA REQUEST FORM**

Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Entity: County Commission

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

Date Requested – 1<sup>st</sup> Choice: June 7, 2012

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

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

Subject: **Approval of Grant Resolution - Animal Welfare Society - \$10,000**

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

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **motion to approve the grant resolution for the Animal Welfare Society in the amount of \$10,000 and to authorize the President of the Commission to affix her signature to the appropriate documents**

**Attachments:**

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## **RESOLUTION**

The Jefferson County Commission met on the 7<sup>th</sup> day of June, 2012 with a quorum present and passed the following Resolution:

Be It Resolved that the County Commission of Jefferson County, West Virginia, hereby authorizes Patricia A. Noland, President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office to receive and administer grant funds pursuant to provisions of the Community Participation Grant Program in the amount of \$10,000. The funds from this project is for new construction space for dog and cat isolation and newborns spaces as well as storage and new dog run space for the Jefferson County Animal Welfare Society.

Dated: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. NOLAND  
PRESIDENT  
JEFFERSON COUNTY COMMISSION

ATTESTED: \_\_\_\_\_  
County Clerk

10LEDA0148

10LEPA0148

**SECTION 1. GRANTEE**

Local Governing Agency (Grantee): Jefferson County Commission Project Title: Animal Welfare Society Improvements  
 Street Address: 124 E. W.A. Skimpton Street City: Charleston Zip: 25414  
 Chief Elected Official: Kristina Roland President Email: Sandy@jeffersoncountywv.org  
 Phone: (304) 725-3284 Fax: (304) 725-7916 Form Completed By: \_\_\_\_\_  
 Brief Description of Project: continuation of 880 GSF for dog and cat isolation. Conversion of small storage room built in dog and cat cages.

NOTE: PHOTOGRAPHS WILL BE REQUIRED UPON COMPLETION OF THE PROJECT, PRIOR TO THE RELEASE OF GRANT FUNDS.

**SECTION 2. NONPROFIT ORGANIZATION (SUBGRANTEE)**

Are funds requested for a nonprofit organization?  Yes  No  
 Nonprofit Organization: AWS - Jefferson County Executive Director: Annie Laina President  
 Street Address: 23 Poor House Farm Road City: Kearneysville State/Zip: WV 25430  
 Phone: (304) 725-0589 Fax: (304) \_\_\_\_\_ Email: \_\_\_\_\_  
 Website: www.awsjc.org IRS Cert. (Ex. 501(c) 3, etc.): 55-6023497 Yr. Cert. \_\_\_\_\_

Federal Nonprofit Certification is attached. This application **WILL NOT** be processed without Federal nonprofit status.  
 State Regulation Checklist for Nonprofit Organization is attached. This application **WILL NOT** be processed without this Checklist.

**SECTION 3. PROJECT OWNER AND LOCATION**

The use of grant funds at/for private property or private gain or use is prohibited. Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Owner of project site, property or building: AWS - Jefferson County Vicinity/site plan attached?  Yes  No  
 Location and address where grant funds will be used (sufficient to drive to site): AWS, 23 Poor House Road, Kearneysville WV 25430

Upon completion, what government agency will own, operate, or be responsible for the project? \_\_\_\_\_  
 Yes  No Project site(s) or building(s) are owned by a government agency.  
 Yes  No Project site(s) or building(s) are owned by a nonprofit organization. (If yes, attach copy of property deed).

**SECTION 4. FUNDING SUMMARY**

A minimum of 10 percent is required as a local match. Attach commitment letters for each funding source listed below.

	Amount	Source Grant Program, Bank Loan, Fundraising, Fees, etc.	Status Pending, Approved, Ongoing, etc.	Documentation Letter, Resolution, etc.
a. Grant Funds Requested	\$ 10,000			
b. Local Funds (10% local match required)	\$ 1,000			
c. Other Funds	\$			
d. Other Funds	\$			
e. Other Funds	\$			
Total Project Cost	\$			

**SECTION 5. CERTIFICATION OF STATE REGULATIONS**

**CHECK ITEMS 1-11 BELOW** to certify compliance with the following laws, regulations and requirements by the grantee (municipality, county commission, board of education, public service district, etc.):

1.  **Competitive bids are required for purchases exceeding \$2,500 in cost, as follows:**

▪ \$2,500 or less	▪ No bids required; however, competition is encouraged.
▪ \$2,500.01 to \$5,000	▪ Three verbal bids documented on a verbal bid summary.
▪ \$5,000.01 to \$25,000	▪ Three written bids required.
▪ \$25,000 or more	▪ Class II Legal Ads required.

2.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**  
Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.

3.  **State prevailing wages will be paid for all construction associated with this project. This regulation applies to any and all projects, regardless project cost.**

Wage rates may be obtained from the West Virginia Secretary of State at 304-558-6000, or [www.wvsos.com](http://www.wvsos.com). If federal funds are included, the highest rate (West Virginia or Davis-Bacon) must be paid. All contractors must have a West Virginia contractor's license. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**. These regulations apply to the employment of any contractor or subcontractor for this project, including the following trades and activities:

▪ Construction	▪ Painting
▪ Reconstruction	▪ Decoration
▪ Demolition	▪ Alteration
▪ Enlargement	▪ Repair
▪ Remodeling	▪ Expansion

4.  **The following documents will be required for the release of grant funds:**

▪ Copies of bids, quotes or bid summary
▪ Copy of legal ad, which must require prevailing wages for construction
▪ Copies of certified payroll records
▪ Copies of invoices

5.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**  
The county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute Intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.

6.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**  
Funds provided to counties and municipalities for grants to nonprofit organization are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**.

7.  **Professional services, such as consulting, shall be obtained through a request for proposals.**

8.  **Architectural or engineering services shall be pursued in accordance with West Virginia Code §5G.**

9.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**

10.  **The use of grant funds at/for private property or private gain is prohibited.**

11.  **Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.**

**SECTION 6. ELIGIBLE PROJECTS**

**ELIGIBLE activities include, but are not limited to, permanent public improvements related to the following:**

▪ Business and Industrial Parks	▪ Land and Property Acquisition
▪ City Hall and Courthouse Facilities	▪ Libraries
▪ Construction and Renovation	▪ Parks and Recreation
▪ Demolition	▪ Parking Facilities
▪ Economic Development	▪ Preservation and Beautification
▪ Emergency Services	▪ Public Safety
▪ Flood and Storm Drainage	▪ Street and Sidewalk Repair
▪ Infrastructure	▪ Technology
▪ Law Enforcement	▪ Water, Wastewater Facilities

**INELIGIBLE activities include, but are not limited to, expendable items related to the following:**

▪ Administrative costs	▪ Private Property
▪ Food	▪ Rent
▪ Clothing	▪ Maintenance
▪ Homeowners Associations	▪ Salaries
▪ Insurance Premiums	▪ Scholarships
▪ Maintenance	▪ Sports Uniforms
▪ Medical Programs	▪ Training and Speakers' Fees
▪ National Dues	▪ Travel Expenses
▪ Postage	▪ Utility Costs

**PROJECT DESCRIPTION**

**Describe in SPECIFIC TERMS the scope of work to be completed and the proposed use(s) of grant funds.**

Based on planning started earlier, this project is a continuation of new construction in the area of former pavilion of approximately 880 GSF of space for dog and cat isolation and newborns spaces as well as storage. Project will include conversation of small storage room at the end of the addition, and dog run space, plus provision of built-in dog runs and cat cages. Project to include MEP work as appropriate. The size of this project has expanded due to the opportunity to economically address storage space and dog run space problems as part of dog and cat isolation areas project. Further, the slab and roof intended for reuse originally, were found by an engineer and the county unsuitable for permanent construction.

**If funds are requested for a nonprofit organization, provide mission statement. Attach brochure /web pages if available/**

*Attached*  
*www.aust.org*

# Checklist for Nonprofit Organizations

**Must Be Submitted With Application for Community Participation Grant Program Funding for Nonprofit Organizations**

1. Local Government Agency: Jefferson Co. Government Chief Elected Official: Patsy Noland  
 Project Title: WWS Renovations Amount of Grant: \$ 10,000  
 Form Completed By: Kay Breese, Capital Projects Phone: (304) 725-0589 Fax: (304) 728-8247

2. Nonprofit Organization: Animal Welfare Society Executive Director: Anna Bina, President  
 Street Address, City, Zip: 23 Poor House Rd. Kearney Phone: (304) 725-0589 Fax: (304)

Federal nonprofit certification, 501c determination letter from Internal Revenue Service attached.  
 Mission statement, brochure, or web pages explaining mission of the organization and services it provides attached.

### CERTIFICATIONS AND ASSURANCES

**CHECK ALL ITEMS BELOW** to certify compliance with the following laws, regulations and requirements:

3.  Competitive bids are required for purchases exceeding \$2,500 in cost, as follows:
- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>▪ \$2,500 or less</li> <li>▪ \$2,500.01 to \$5,000</li> <li>▪ \$5,000.01 to \$25,000</li> <li>▪ \$25,000 or more</li> </ul> | <ul style="list-style-type: none"> <li>▪ No bids required; however, competition is encouraged</li> <li>▪ Three verbal bids documented on a verbal bid summary</li> <li>▪ Three written bids required</li> <li>▪ Class II Legal Ads required</li> </ul> |
|--|--|
4.  Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.  
 Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.
5.  State prevailing wages will be paid for all construction associated with this project, regardless of the cost.  
 West Virginia prevailing wages must be paid for all construction projects using state grant funds. All contractors must have a West Virginia contractor's license. These regulations apply to every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work. If federal funds are included, the highest rate (West Virginia or Davis-Bacon) will be paid. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
6.  The following documents will be required for the release of grant funds.
- |   |
|---|
| <ul style="list-style-type: none"> <li>▪ Copies of bids, quotes or verbal bid summary</li> <li>▪ Copy of legal ad, which must require prevailing wages for construction</li> <li>▪ Copies of certified payroll records for construction</li> <li>▪ Copies of invoices.</li> </ul> |
|---|
7.  Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.  
 The county or municipality must act as the administrator of grant funds for to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute Intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
8.  State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.  
 Funds provided to counties and municipalities for grants to nonprofit organizations are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
9.  Professional services shall be obtained through a request for proposals.  
 Architectural or engineering services shall be obtained in accordance with West Virginia Code §5G.
10.  No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.
11.  The use of grant funds at/for private property or private gain is prohibited.  
 Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Signature: Anne Marie Holthoff, Capital Project Chair Date: 5/24/12  
 Executive Director, Nonprofit Organization  
**ORIGINAL SIGNATURE REQUIRED**

## **SECTION 7. ASSURANCES**

**The applicant hereby assures and certifies that it shall comply with the following regulations, policies, and requirements:**

- A. The applicant assures the State that it will perform the work for which the grant was made as determined by the State.
- B. The applicant assures the State that it has or will secure qualified personnel to administer a grant, and that the costs to administer the grant will be paid for by the applicant.
- C. The applicant assures the State that it will have started work on the project before the end of the fiscal year in which the grant award is made.
- D. The applicant assures the State that it understands that the amount of the grant award cannot be increased without the written consent of the Governor.
- E. The applicant assures the State that payment for work performed will be requested in writing with copies of invoices attached that document the costs of each work segment making up the total amount of funds requested.
- F. The applicant assures the State that it understands that ten percent of the grant award will be held by the State as retainage, pending receipt of a written certificate of substantial completion attached to any final invoices for work not already paid.
- G. The applicant assures the State that it understands that by letter the State can terminate for cause an applicant's grant agreement with the amount of funds recovered equal to the percentage of incomplete work. The applicant further assures the State that it understands that it can be terminated by letter any grant agreement with the State before costs are incurred on the project.
- H. The applicant assures the State that any changes in the scope of work specified in a grant agreement will first be submitted in writing to the State for approval by change order.
- I. The applicant assures the State that in its hiring practices for work to be performed it will comply with the equal employment provisions of Titles VI and VII of the 1964 Civil Rights Act, and Presidential Executive Orders 11246 and 11375, as amended.
- J. **The applicant assures the State that competitive bids will be solicited on any major work element exceeding \$2,500 in cost.** Competitive bidding shall be pursued in all instances.
- K. **Competitive bidding requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids; however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.**
- L. **The Grantee shall solicit competitive, sealed bids for commodities and supplies related to this project which have an estimated value of more than \$25,000. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination.** The receipt and utilization of funds procured through this program mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.
- M. **Bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3.** This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks prior to the final bid date.
- N. The applicant assures the State that **State prevailing wage rates will be paid on contract construction unless federal funds are included in the project, in which case, the higher of the State's or Davis-Bacon wage rates will be paid on all contract construction.**
- O. Every contract involving **construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work** which involves the employment of any contractor and/or subcontractor necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such contract, must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost. The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.**
- P. The applicant assures the State that any part of the project to be occupied by the general public will be made accessible to the handicapped.
- Q. The applicant assures the State that any permits, licenses, or other requirements of particular State or Federal agencies necessary for the project's design, construction, or operation will be secured.
- R. The applicant assures the State that it will not subgrant any of the grant funds received to any of its officials or employees or the members of their families or to employees of the WVDO or members of the State Legislature in any contracts awarded for work to be performed.
- S. The applicant assures the State that it will maintain and have available for inspection on written request by the State all records kept on the project including bid documents, copies of all contracts, contractors' payrolls, time sheets, and invoices. The applicant further assures the State that it will schedule an audit of any grant funds to be included in its annual audit as performed by the State Tax Department.
- T. The applicant assures the State, by evidence of attaching a resolution, motion, or similar action passed by its governing body, that it has the legal authority to apply for this grant, commit any local matching shares, authorize the person signing the grant to act as an agent for the applicant to answer any questions by the State about the application, and to abide by the understandings and assurances described in this section.
- U. As the grantee, the county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with sub-grantees so that property and/or assets acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.

**SECTION 8. SIGNATURE AND RESOLUTION**

**This application must contain the following:**

- Application with Original Signature**
- Resolution by Unit of Local Government**
- Documentation of Local Match (Minimum 10 Percent)**
- Nonprofit Application Checklist with Original Signature – Required for Nonprofit Organizations**
- IRS 501(c) Determination Letter - Required for Nonprofit Organizations**

To the best of my knowledge, the information contained in this application is true and correct; the submission thereof has been duly authorized by the governing body; and the applicant will comply with the regulations, policies, guidelines and requirements outlined by the State of West Virginia. If the recipient is a nonprofit organization, the county or municipality certifies that this nonprofit organization is legally authorized to receive public funds.

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

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

**Mayor or County Commission President**  
**ORIGINAL SIGNATURE REQUIRED**

**West Virginia Development Office**  
**Community Development Division**  
**Community Participation Grant Program**  
1900 Kanawha Boulevard, East Building 6, Room 553  
Charleston, West Virginia 25305  
Phone: 304-558-4010 Fax: 304-558-2246  
[www.wvcommerce.org](http://www.wvcommerce.org)



# COMMUNITY PARTICIPATION GRANT PROGRAM

## LIST OF ATTACHMENTS

- |              |  |
|--------------|--|
| Attachment 1 | Federal Nonprofit Certification                            |
| Attachment 2 | State Regulation Checklist for Nonprofit Organizations     |
| Attachment 3 | Property Deed  |
| Attachment 4 | Location Map, Site Plan showing Existing Building and Site |
| Attachment 5 | Mission Statement from AWS Website                         |

ATTACHMENT

T:R:PEO:l-GAW

Animal Welfare Society of Jefferson  
County  
Flowing Spring Road  
Charles Town, West Virginia

FEB 4 1956

Gentlemen:

It is the opinion of this office, based upon the evidence presented, that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code of 1954, as it is shown that you are organized and operated exclusively for **the prevention of cruelty to animals.**

Accordingly, you are not required to file income tax returns unless you change the character of your organization, the purposes for which you were organized, or your method of operation. Any such changes should be reported immediately to the District Director of Internal Revenue for your district in order that their effect upon your exempt status may be determined.

You are required, however, to file an information return, Form 990A, annually, with the District Director of Internal Revenue for your district so long as this exemption remains in effect. This form may be obtained from the District Director and is required to be filed on or before the fifteenth day of the fifth month following the close of your annual accounting period.

Contributions made to you are deductible by the donors in computing their taxable income in the manner and to the extent provided by section 170 of the 1954 Code.

Bequests, legacies, devises or transfers to or for your use are deductible in computing the value of the taxable estate of a decedent for Federal estate tax purposes in the manner and to the extent provided by sections 2055 and 2106 of the 1954 Code. Gifts of property to or for your use are deductible in computing taxable gifts for Federal gift tax purposes in the manner and to the extent provided by section 2522 of the 1954 Code.

ATT B

2 - Animal Welfare Society of Jefferson County -

No liability is incurred by you for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you have filed a waiver of exemption certificate in accordance with the applicable provisions of such Act. In the event you desire social security coverage for your employees or have any questions relating to the filing of a waiver of exemption certificate you should take the matter up with your District Director of Internal Revenue.

Your attention is called to the provisions of section 501(c)(3) of the Internal Revenue Code of 1954 under which your exemption will be revoked if any substantial part of your activities consists of carrying on propaganda, or otherwise attempting, to influence legislation, or if you participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

For the purpose of applying this ruling to any period with respect to which the Internal Revenue Code of 1954 is not applicable, any reference herein to a provision of the 1954 Code shall be deemed a reference to the corresponding provision of the 1939 Code.

The District Director of Internal Revenue, Parkersburg, West Virginia, is being advised of this action.

Very truly yours,

W. E. [Signature]

Chief, Exempt Organizations Branch

Internal Revenue Service  
District Director

Department of the Treasury

DATE: JUN 21 1995

P. O. Box 2508  
Cincinnati, OH 45201

Animal Welfare Society of Jefferson  
& Peggy A. Lagray  
P. O. Box 147  
Charles Town, WV 25414-0417

Person to Contact:  
Dee Anna Jarmon  
Telephone Number:  
513-684-3957  
Refer Reply To:  
EP/EO  
Federal Identification Number:  
55-6023497

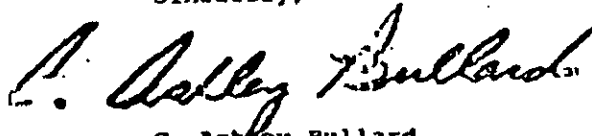
Dear Sir or Madam:

Thank you for submitting the information shown below. The changes indicated do not adversely affect the exempt status of your organization. The exemption letter previously issued continues in effect.

Please advise us of any future change in the character, purpose, method of operation, name, or address of your organization. Such notification is a requirement for retaining exempt status.

Thank you for your cooperation.

Sincerely,



C. Ashley Bullard  
District Director

Item: Certificate of Amendment to the Articles of Incorporation  
filed December 8, 1995

UWAY - ATT#B  
IRS TAX EXEMPT LETTER

THIS DEED OF GIFT made this 9<sup>th</sup> day of May, 1985, by and between THE COUNTY COMMISSION OF JEFFERSON COUNTY, a public corporation, party of the first part, hereinafter referred to as the Grantor and ANIMAL WELFARE SOCIETY OF JEFFERSON COUNTY, a non-profit corporation, party of the second part, hereinafter referred to as Grantee.

WHEREAS, this conveyance of ~~an~~ one (1) acre parcel was authorized by House Bill 1098, which bill passed the West Virginia House of Delegates on February 22, 1985; and

WHEREAS, said legislation passed the West Virginia Senate on March 6, 1985; and

WHEREAS, said legislation was to be effective upon passage and was signed into law by the Governor on March 15, 1985; and

WHEREAS, this conveyance is made to said Grantee only for the purpose of permitting said Grantee to erect and operate an animal shelter and related facilities.

WITNESSETH: that the Grantor does hereby grant and convey unto said Grantee, so long as all of the parcel herein conveyed is used as an animal shelter, that certain one (1) acre parcel of real estate, situate lying and being along the northern line of State Route 15, Middleway District, Jefferson County, West Virginia, as said parcel is more particularly shown and described on the plat entitled "Plat of Survey Showing 1.00 Acre Parcel," dated September 5, 1984, prepared by R. Michael Shepp, L.L.S., which plat is attached hereto and is incorporated by reference herein, and to which plat reference is expressly made and had for a metes and bounds description of the parcel herein conveyed. Provided however if the Grantee shall be dissolved or the parcel herein conveyed shall cease to be used for a shelter for animals, then the estate herein conveyed shall automatically terminate and the real estate herein conveyed

*5/14/85 To: Nancy R. Rutherford*

WHEREAS, this conveyance of a one (1) acre parcel was authorized by House Bill 1098, which bill passed the West Virginia House of Delegates on February 22, 1985; and

WHEREAS, said legislation passed the West Virginia Senate on March 6, 1985; and

WHEREAS, said legislation was to be effective upon passage and was signed into law by the Governor on March 15, 1985; and

WHEREAS, this conveyance is made to said Grantee only for the purpose of permitting said Grantee to erect and operate an animal shelter and related facilities.

WITNESSETH: that the Grantor does hereby grant and convey unto said Grantee, so long as all of the parcel herein conveyed is used as an animal shelter, that certain one (1) acre parcel of real estate, situate lying and being along the northern line of State Route 15, Middleway District, Jefferson County, West Virginia, as said parcel is more particularly shown and described on the plat entitled "Plat of Survey Showing 1.00 Acre Parcel," dated September 5, 1984, prepared by R. Michael Shepp, L.L.S., which plat is attached hereto and is incorporated by reference herein, and to which plat reference is expressly made and had for a metes and bounds description of the parcel herein conveyed. Provided however if the Grantee shall be dissolved or the parcel herein conveyed shall cease to be used for a shelter for animals, then the estate herein conveyed shall automatically terminate and the real estate herein conveyed shall revert to the Grantor.

*5/14/85 To: Nancy Rotherford*

222/1724

DOCUMENT  
PREPARED BY  
D. THOMPSON  
ATTORNEY AT LAW  
JEFFERSON TOWN, W. VA  
25414

AND BEING a part of the same real estate that was conveyed by Minor Hurst and Sarah S. Hurst to the Overseers of the Poor for the County of Jefferson by deed dated December 26, 1857, which deed is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 38 at page 24.

DECLARATION OF CONSIDERATION

Under penalty of fine and or imprisonment the undersigned do es hereby declare that this conveyance is a gift to a voluntary charitable non-profit corporation and is exempt from the West Virginia Excise Tax on Real Property.

IN WITNESS whereof The County Commission of Jefferson County has caused these presents to be signed by its President with its corporate seal affixed, as the act and deed of The County Commission of Jefferson County, with authority of The County Commission of Jefferson County duly given as evidenced by the minutes of said public body, this 9th day of May, 1985.

The County Commission of Jefferson County

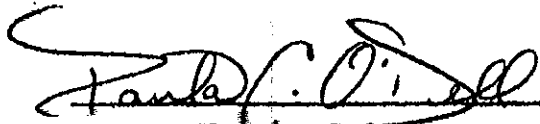
By: [Signature]  
Its President



Attest: John E. Ott  
Clerk of the County Commission

STATE OF WEST VIRGINIA  
COUNTY OF JEFFERSON, to-wit:

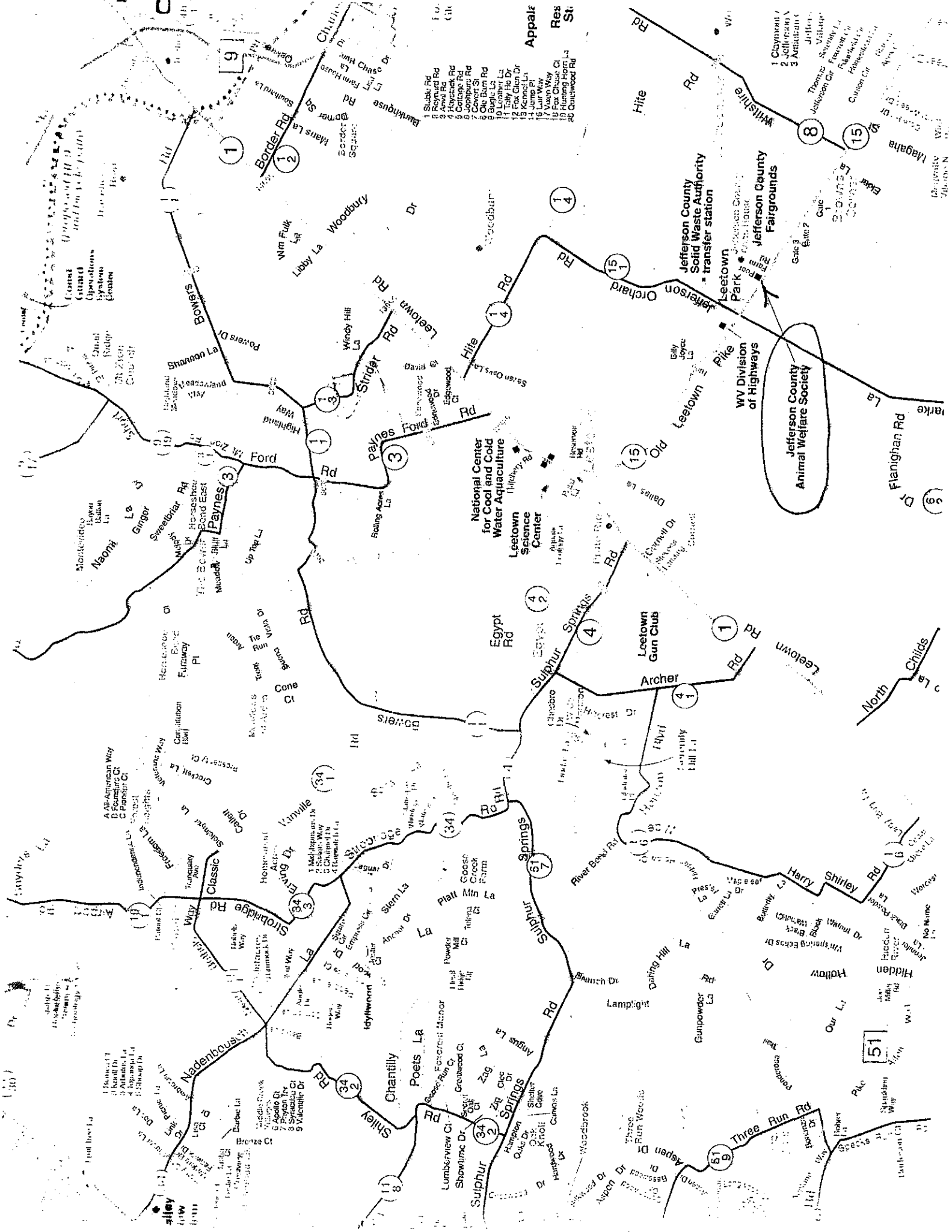
The foregoing instrument was acknowledged before me this  
9th day of May, 1985, by Garland H. Moore, President of  
The County Commission of Jefferson County, a public corporation  
on behalf of the corporation.

  
Notary Public

My Commission Expires: October 6, 1990

Official Seal  
Paula C. O'Dell  
Notary Public  
State of West Virginia  
My Commission Expires Oct. 6, 1990  
P.O. Box 7710, Charles Town, WV 26414

*Jefferson County*



National Center  
for Cool and Cold  
Water Aquaculture

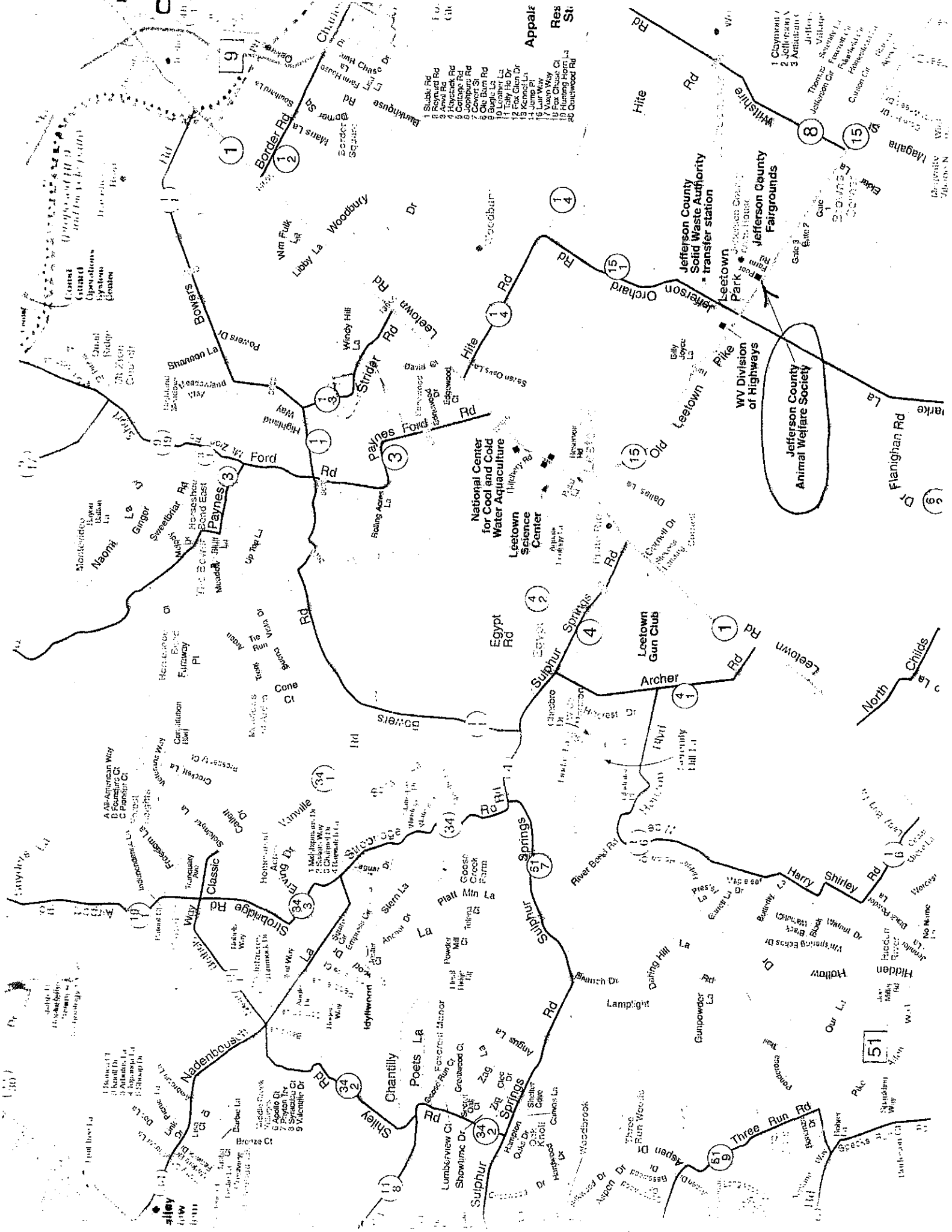
Leetown  
Science  
Center

Jefferson County  
Solid Waste Authority  
transfer station

Jefferson County  
Animal Welfare Society

Jefferson County  
Fairgrounds

WV Division  
of Highways



National Center  
for Cool and Cold  
Water Aquaculture

Leetown  
Science  
Center

Jefferson County  
Solid Waste Authority  
transfer station

Jefferson County  
Animal Welfare Society

Jefferson County  
Fairgrounds

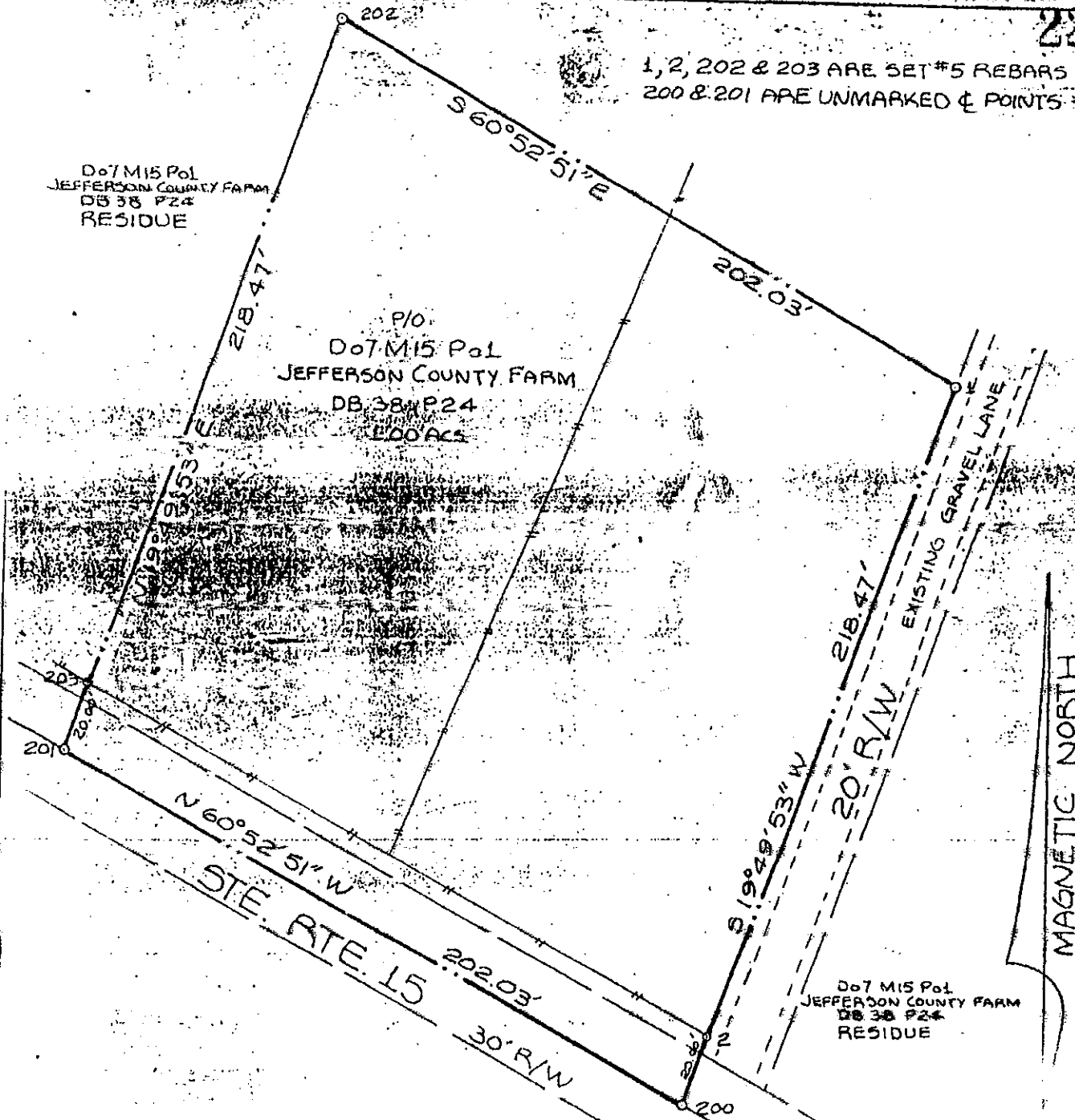
WV Division  
of Highways

1, 2, 202 & 203 ARE SET #5 REBARS  
200 & 201 ARE UNMARKED & POINTS

Do7 M15 Pol  
JEFFERSON COUNTY FARM  
DB 38 P24  
RESIDUE

P10  
Do7 M15 Pol  
JEFFERSON COUNTY FARM  
DB 38 P24  
100 ACS

Do7 M15 Pol  
JEFFERSON COUNTY FARM  
DB 38 P24  
RESIDUE



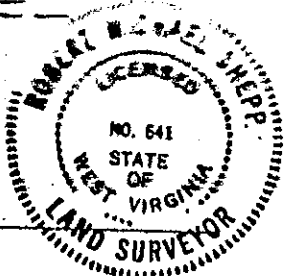
MAGNETIC NORTH

PART OF SURVEYED PARCEL  
100 Acre PARCEL

JEFFERSON COUNTY, W.V.  
SCALE: 1 Inch = 40 Feet  
SURVEYED: 05 Sept 1984

*R. Michael Shepp*  
R. MICHAEL SHEPP, LL3

APPALACHIAN SURVEYS INC.  
P.O. BOX 35 CHARLES TOWN, W.V.



JOB No. 1151

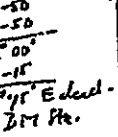
State of West Virginia, County of Jefferson, Sct.  
IN THE CLERK'S OFFICE OF THE COUNTY COMMISSION:

419.49	40°E	198.41	794.91	370.22
160.52	51°E	201.77	686.62	524.96
119.45	58°W	198.22	500.08	499.74

$6/2 N 38-33W 0.100 = 1-8000.$

Magn. Decl.  
1° 45' East

SCALE  
1" = 30'

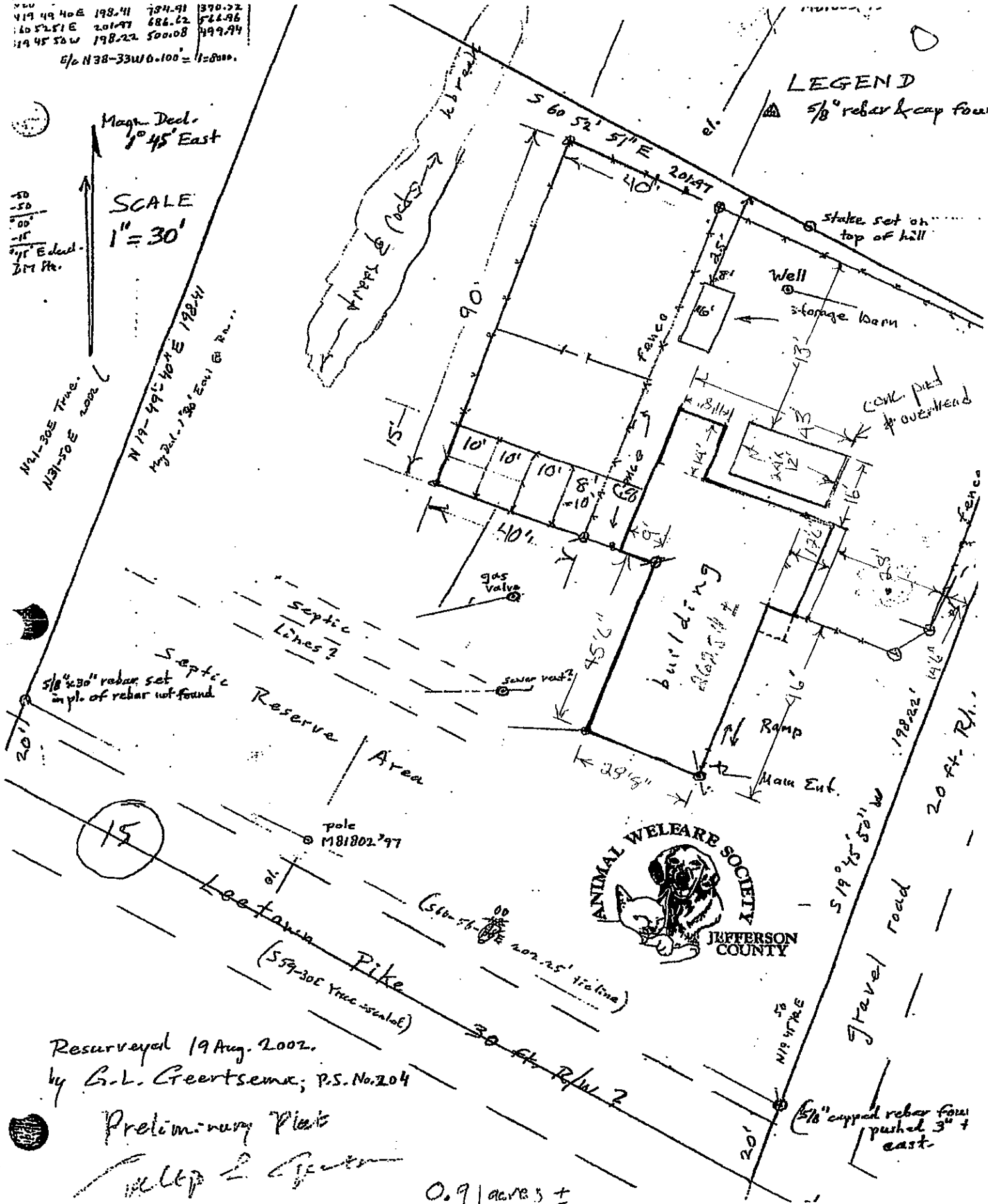


N 11-30° E True.  
N 31-50° E 2002

N 19-49° 40' E 198-41  
Mag. Decl. 1° 30' East @ 2002

LEGEND

▲ 5/8" rebar & cap form



Resurveyed 19 Aug. 2002.  
by G.L. Creertsema; P.S. No. 204

Preliminary Plans

*Handwritten signature*

0.91 acres ±

*Handwritten signature* 4/12/10



# Animal Welfare Society Of Jefferson County, WV

A no-kill animal shelter and adoption center



- [Home](#)
- [Adopt](#)
- [Support](#)
- [Events](#)
- [Volunteer](#)
- [Resources](#)
- [About us](#)
- [News](#)
- [Renovations](#)
- [Contact us](#)



## AWS History - Compassion and Care

The Animal Welfare Society has a proud tradition of serving our community and domestic pets in need. We have served continuously since 1952. AWS was formed to provide care and protection for suffering homeless and unwanted animals; to educate the public in respect to humane treatment of animals and to encourage and assist in the enforcement of laws against mistreatment of and cruelty to animals.

During two decades from 1958-1978, the Society passed through a period in which there was little growth and in which rising costs and limited membership income hampered the Society's activities. Yet, the founders persevered in their vision and mission. The 72 member AWS was the only organization in the county trying to solve the problem of acute unwanted stray pet explosion.

Among the projects undertaken was a spay/neuter program in cooperation with Friends of Animals and local veterinarians, a cooperative effort with the county on low-cost rabies vaccinations, a program to increase knowledge of children in proper pet care. All of these programs continue today!

Proper housing for abandoned cats, kittens, dogs and puppies didn't exist. The county only housed adult dogs. So in 1985, AWS completed construction of the current animal shelter on Old Leetown Pike Road. The shelter accommodates 20 dog/puppies and roughly 30 cats/kittens. As a no-kill shelter, we are normally overflowing with pets seeking a second chance for a loving home. Each year, over 500 pets pass through our doors. We do all of this with an annual budget of only \$160,000.

AWS is governed by an all volunteer Board of Directors - all of whom are residents of the county.

**Mission** - AWS is all about compassion for animals and their suffering. We have the willingness to do "whatever it takes" to provide our wards with the second chance at the life they so deserve.



Jeremiah, a 7 month old Black Lab mix, had been abandoned. He was brought to us severely injured after having been struck by a car. He received medical care and while being nursed back to health, shelter staff worked to bring him out of being withdrawn from humans. Fourteen months passed with no forever home for Jeremiah even though he was well adjusted. He became our shelter mascot. Then it happened! Jeremiah received his second chance - a forever home! That's the meaning of compassion. Never giving up.

- [Home](#)
- [Adopt](#)
- [Support](#)
- [Events](#)
- [Wish List](#)
- [Volunteer](#)
- [Resources](#)
- [About us](#)
- [News](#)
- [Renovations](#)
- [Contact us](#)

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

**AGENDA REQUEST FORM**

Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Entity: County Commission

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

Date Requested – 1<sup>st</sup> Choice: June 7, 2012

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

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

**Subject: Approval of Grant Resolution - Animal Welfare Society - \$20,000**

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

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **motion to approve the grant resolution for the Animal Welfare Society in the amount of \$20,000 and to authorize the President of the Commission to affix her signature to the appropriate documents**

**Attachments:**

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## RESOLUTION

The Jefferson County Commission met on the 7<sup>th</sup> day of June, 2012 with a quorum present and passed the following Resolution:

Be It Resolved that the County Commission of Jefferson County, West Virginia, hereby authorizes Patricia A. Noland, President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office to receive and administer grant funds pursuant to provisions of the Community Participation Grant Program in the amount of \$20,000. The funds from this project is for new construction space for dog and cat isolation and newborns spaces as well as storage and new dog run space for the Jefferson County Animal Welfare Society.

Dated: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. NOLAND  
PRESIDENT  
JEFFERSON COUNTY COMMISSION

ATTESTED: \_\_\_\_\_  
County Clerk

09LEDA0820N



# Community Participation Grant Program

Fiscal Year 2011 Application  
July 1, 2010 through June 30, 2011

Return to:  
Gayle McGuffey  
WVDO

CVLEDAOBZAN

## SECTION 1. GRANTEE

Local Governing Agency (Grantee): Jefferson County Commission Project Title: Animal Welfare Society Improvements  
 Street Address: 124 E. Washington St City: Charles Town Zip: 25414  
 Chief Elected Official: Patricia Roland, President Email: Sandy@jeffersoncountswv.org  
 Phone: (304) 728-3284 Fax: (304) 725-7916 Form Completed By: Kay Biesee  
 Brief Description of Project: Continuation of 150 Newborn including cages, examining area & other renovations  
 NOTE: PHOTOGRAPHS WILL BE REQUIRED UPON COMPLETION OF THE PROJECT, PRIOR TO THE RELEASE OF GRANT FUNDS.

## SECTION 2. NONPROFIT ORGANIZATION (SUBGRANTEE)

Are funds requested for a nonprofit organization?  Yes  No  
 Nonprofit Organization: AWS Jefferson County Executive Director: Annie Pance, President  
 Street Address: 23 Poor House Road City: Kearneyville State/Zip: WV 25430  
 Phone: (304) 725-0509 Fax: (304) Email: \_\_\_\_\_  
 Website: www.awsje.org IRS Cert. (Ex: 501(c) 3, etc.): \_\_\_\_\_ Yr. Cert: \_\_\_\_\_  
 Federal Nonprofit Certification is attached. This application **WILL NOT** be processed without Federal nonprofit status.  
 State Regulation Checklist for Nonprofit Organization is attached. This application **WILL NOT** be processed without this Checklist.

## SECTION 3. PROJECT OWNER AND LOCATION

The use of grant funds at/for private property or private gain or use is prohibited. Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Owner of project site, property or building: AWS Jefferson County Vicinity/site plan attached?  Yes  No  
 Location and address where grant funds will be used (sufficient to drive to site): AWS, 23 Poor House Road  
Kearneyville WV 25430  
 Upon completion, what government agency will own, operate, or be responsible for the project? \_\_\_\_\_  
 Yes  No Project site(s) or building(s) are owned by a government agency.  
 Yes  No Project site(s) or building(s) are owned by a nonprofit organization. (If yes, attach copy of property deed).

## SECTION 4. FUNDING SUMMARY

A minimum of 10 percent is required as a local match. Attach commitment letters for each funding source listed below.

	Amount	Source Grant Program, Bank Loan, Fundraising, Fees, etc.	Status Pending, Approved, Ongoing, etc.	Documentation Letter, Resolution, etc.
a. Grant Funds Requested	\$ 120,000			
b. Local Funds (10% local match required)	\$ 12,000			
c. Other Funds	\$			
d. Other Funds	\$			
e. Other Funds	\$			
Total Project Cost	\$			

## **SECTION 5. CERTIFICATION OF STATE REGULATIONS**

**CHECK ITEMS 1-11 BELOW** to certify compliance with the following laws, regulations and requirements by the grantee (municipality, county commission, board of education, public service district, etc.):

1.  **Competitive bids are required for purchases exceeding \$2,500 in cost, as follows:**

<ul style="list-style-type: none"><li>▪ \$2,500 or less</li><li>▪ \$2,500.01 to \$5,000</li><li>▪ \$5,000.01 to \$25,000</li><li>▪ \$25,000 or more</li></ul>	<ul style="list-style-type: none"><li>▪ No bids required; however, competition is encouraged.</li><li>▪ Three verbal bids documented on a verbal bid summary.</li><li>▪ Three written bids required.</li><li>▪ Class II Legal Ads required.</li></ul>
---	---

2.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**  
Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.
3.  **State prevailing wages will be paid for all construction associated with this project. This regulation applies to any and all projects, regardless project cost.**

Wage rates may be obtained from the West Virginia Secretary of State at 304-558-6000, or [www.wvsos.com](http://www.wvsos.com). If federal funds are included, the highest rate (West Virginia or Davis-Bacon) must be paid. All contractors must have a West Virginia contractor's license. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**. These regulations apply to the employment of any contractor or subcontractor for this project, including the following trades and activities:

<ul style="list-style-type: none"><li>▪ Construction</li><li>▪ Reconstruction</li><li>▪ Demolition</li><li>▪ Enlargement</li><li>▪ Remodeling</li></ul>	<ul style="list-style-type: none"><li>▪ Painting</li><li>▪ Decoration</li><li>▪ Alteration</li><li>▪ Repair</li><li>▪ Expansion</li></ul>
---	---

4.  **The following documents will be required for the release of grant funds:**

<ul style="list-style-type: none"><li>▪ Copies of bids, quotes or bid summary</li><li>▪ Copy of legal ad, which must require prevailing wages for construction</li><li>▪ Copies of certified payroll records</li><li>▪ Copies of invoices</li></ul>
---

5.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**  
The county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
6.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**  
Funds provided to counties and municipalities for grants to nonprofit organization are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**.
7.  **Professional services, such as consulting, shall be obtained through a request for proposals.**
8.  **Architectural or engineering services shall be pursued in accordance with West Virginia Code §5G.**
9.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**
10.  **The use of grant funds at/for private property or private gain is prohibited.**
11.  **Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.**

**SECTION 6. ELIGIBLE PROJECTS**

**ELIGIBLE** activities include, but are not limited to, permanent public improvements related to the following:

▪ Business and Industrial Parks	▪ Land and Property Acquisition
▪ City Hall and Courthouse Facilities	▪ Libraries
▪ Construction and Renovation	▪ Parks and Recreation
▪ Demolition	▪ Parking Facilities
▪ Economic Development	▪ Preservation and Beautification
▪ Emergency Services	▪ Public Safety
▪ Flood and Storm Drainage	▪ Street and Sidewalk Repair
▪ Infrastructure	▪ Technology
▪ Law Enforcement	▪ Water, Wastewater Facilities

**INELIGIBLE** activities include, but are not limited to, expendable items related to the following:

▪ Administrative costs	▪ Private Property
▪ Food	▪ Rent
▪ Clothing	▪ Maintenance
▪ Homeowners Associations	▪ Salaries
▪ Insurance Premiums	▪ Scholarships
▪ Maintenance	▪ Sports Uniforms
▪ Medical Programs	▪ Training and Speakers' Fees
▪ National Dues	▪ Travel Expenses
▪ Postage	▪ Utility Costs

**PROJECT DESCRIPTION**

Describe in SPECIFIC TERMS the scope of work to be completed and the proposed use(s) of grant funds.

***Construct a Newborns Room and an Isolation Room for animals at the AWS shelter. The newborns room would provide space to house kittens and puppies born at the shelter or brought in to the shelter. The isolation room will allow isolation of sick animals. Each room will be about 120 <sup>400</sup> square feet. Some storm water management work will be required as well as separate HVAC for each space. Limited design fees are included although most of the design work will be donated. Additional information attached.***

If funds are requested for a nonprofit organization, provide mission statement. Attach brochure /web pages if available.

*attached*

# Checklist for Nonprofit Organizations

Must Be Submitted With Application for Community Participation Grant Program Funding for Nonprofit Organizations

1. Local Government Agency: Jefferson Co. Govt. Chief Elected Official: Patsy Noland  
 Project Title: Animal Welfare Study Improvements Amount of Grant: \$             
 Form Completed By: Kay Breese Capital Projects Phone: (304) 725-0589 Fax: (304)           

2. Nonprofit Organization: Animal Welfare Soc. Executive Director: Annie Elaine President  
 Street Address, City, Zip: 23 Pearl House Road, 25430 Phone: (304) 725-0589 Fax: (304)           

Federal nonprofit certification, 501c determination letter from Internal Revenue Service attached.  
 Mission statement, brochure, or web pages explaining mission of the organization and services it provides attached.

### CERTIFICATIONS AND ASSURANCES

**CHECK ALL ITEMS BELOW** to certify compliance with the following laws, regulations and requirements:

3.  Competitive bids are required for purchases exceeding \$2,500 in cost, as follows:
- |                          |  |
|--------------------------|--|
| ▪ \$2,500 or less        | ▪ No bids required; however, competition is encouraged |
| ▪ \$2,500.01 to \$5,000  | ▪ Three verbal bids documented on a verbal bid summary |
| ▪ \$5,000.01 to \$25,000 | ▪ Three written bids required                          |
| ▪ \$25,000 or more       | ▪ Class II Legal Ads required                          |
4.  Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.  
 Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.
5.  State prevailing wages will be paid for all construction associated with this project, regardless of the cost.  
 West Virginia prevailing wages must be paid for all construction projects using state grant funds. All contractors must have a West Virginia contractor's license. These regulations apply to every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work. If federal funds are included, the highest rate (West Virginia or Davis-Bacon) will be paid. All construction must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.
6.  The following documents will be required for the release of grant funds.
- |  |
|--|
| ▪ Copies of bids, quotes or verbal bid summary                           |
| ▪ Copy of legal ad, which must require prevailing wages for construction |
| ▪ Copies of certified payroll records for construction                   |
| ▪ Copies of Invoices.  |
7.  Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.  
 The county or municipality must act as the administrator of grant funds for to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
8.  State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.  
 Funds provided to counties and municipalities for grants to nonprofit organizations are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.
9.  Professional services shall be obtained through a request for proposals.  
 Architectural or engineering services shall be obtained in accordance with West Virginia Code §5G.
10.  No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.
11.  The use of grant funds at/for private property or private gain is prohibited.  
 Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Signature: Annie Marie Koh Chappell Auld, Chairman Date: 5/30/12  
 Executive Director, Nonprofit Organization  
**ORIGINAL SIGNATURE REQUIRED**

## **SECTION 7. ASSURANCES**

The applicant hereby assures and certifies that it shall comply with the following regulations, policies, and requirements:

- A. The applicant assures the State that it will perform the work for which the grant was made as determined by the State.
- B. The applicant assures the State that it has or will secure qualified personnel to administer a grant, and that the costs to administer the grant will be paid for by the applicant.
- C. The applicant assures the State that it will have started work on the project before the end of the fiscal year in which the grant award is made.
- D. The applicant assures the State that it understands that the amount of the grant award cannot be increased without the written consent of the Governor.
- E. The applicant assures the State that payment for work performed will be requested in writing with copies of invoices attached that document the costs of each work segment making up the total amount of funds requested.
- F. The applicant assures the State that it understands that ten percent of the grant award will be held by the State as retainage, pending receipt of a written certificate of substantial completion attached to any final invoices for work not already paid.
- G. The applicant assures the State that it understands that by letter the State can terminate for cause an applicant's grant agreement with the amount of funds recovered equal to the percentage of incomplete work. The applicant further assures the State that it understands that it can be terminated by letter any grant agreement with the State before costs are incurred on the project.
- H. The applicant assures the State that any changes in the scope of work specified in a grant agreement will first be submitted in writing to the State for approval by change order.
- I. The applicant assures the State that in its hiring practices for work to be performed it will comply with the equal employment provisions of Titles VI and VII of the 1964 Civil Rights Act, and Presidential Executive Orders 11246 and 11375, as amended.
- J. **The applicant assures the State that competitive bids will be solicited on any major work element exceeding \$2,500 in cost.** Competitive bidding shall be pursued in all instances.
- K. **Competitive bidding requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids; however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.**
- L. **The Grantee shall solicit competitive, sealed bids for commodities and supplies related to this project which have an estimated value of more than \$25,000. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination.** The receipt and utilization of funds procured through this program mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.
- M. **Bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3.** This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks prior to the final bid date.
- N. The applicant assures the State that **State prevailing wage rates will be paid on contract construction unless federal funds are included in the project, in which case, the higher of the State's or Davis-Bacon wage rates will be paid on all contract construction.**
- O. Every contract involving **construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work** which involves the employment of any contractor and/or subcontractor necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such contract, must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost. The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.**
- P. The applicant assures the State that any part of the project to be occupied by the general public will be made accessible to the handicapped.
- Q. The applicant assures the State that any permits, licenses, or other requirements of particular State or Federal agencies necessary for the project's design, construction, or operation will be secured.
- R. The applicant assures the State that it will not subgrant any of the grant funds received to any of its officials or employees or the members of their families or to employees of the WVDO or members of the State Legislature in any contracts awarded for work to be performed.
- S. The applicant assures the State that it will maintain and have available for inspection on written request by the State all records kept on the project including bid documents, copies of all contracts, contractors' payrolls, time sheets, and invoices. The applicant further assures the State that it will schedule an audit of any grant funds to be included in its annual audit as performed by the State Tax Department.
- T. The applicant assures the State, by evidence of attaching a resolution, motion, or similar action passed by its governing body, that it has the legal authority to apply for this grant, commit any local matching shares, authorize the person signing the grant to act as an agent for the applicant to answer any questions by the State about the application, and to abide by the understandings and assurances described in this section.
- U. As the grantee, the county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with sub-grantees so that property and/or assets acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.

**SECTION 8. SIGNATURE AND RESOLUTION**

**This application must contain the following:**

- Application with Original Signature
- Resolution by Unit of Local Government
- Documentation of Local Match (Minimum 10 Percent)
- Nonprofit Application Checklist with Original Signature -- Required for Nonprofit Organizations
- IRS 501(c) Determination Letter - Required for Nonprofit Organizations

To the best of my knowledge, the information contained in this application is true and correct; the submission thereof has been duly authorized by the governing body; and the applicant will comply with the regulations, policies, guidelines and requirements outlined by the State of West Virginia. If the recipient is a nonprofit organization, the county or municipality certifies that this nonprofit organization is legally authorized to receive public funds.

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

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

**Mayor or County Commission President**  
**ORIGINAL SIGNATURE REQUIRED**

**West Virginia Development Office**  
**Community Development Division**  
**Community Participation Grant Program**  
1900 Kanawha Boulevard, East Building 6, Room 553  
Charleston, West Virginia 25305  
Phone: 304-558-4010 Fax: 304-558-2246  
[www.wvcommerce.org](http://www.wvcommerce.org)



Internal Revenue Service  
District Director

Department of the Treasury

DATE: JUN 21 1996

P. O. Box 2501  
Cincinnati, OH 45201

Animal Welfare Society of Jefferson  
Peggy A. Lagray  
P. O. Box 147  
Charles Town, WV 25414-0417

Person to Contact:  
Dee Anna Jarnon  
Telephone Number:  
513-684-3957  
Refer Reply To:  
EP/EO  
Federal Identification Number:  
55-6023497

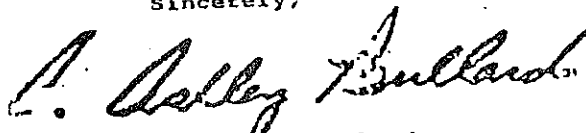
Dear Sir or Madam:

Thank you for submitting the information shown below. The changes indicated do not adversely affect the exempt status of your organization. The exemption letter previously issued continues in effect.

Please advise us of any future change in the character, purpose, method of operation, name, or address of your organization. Such notification is a requirement for retaining exempt status:

Thank you for your cooperation.

Sincerely,



C. Ashley Bullard  
District Director

Item: Certificate of Amendment to the Articles of Incorporation  
filed December 8, 1995

UWAY - ATT#B  
IRS TAX EXEMPT LETTER

ATTACHMENT

T:R:PEO:1-GAW

Animal Welfare Society of Jefferson  
County  
Flowing Spring Road  
Charles Town, West Virginia

FEB 4 1956

Gentlemen:

It is the opinion of this office, based upon the evidence presented, that you are exempt from Federal income tax as an organization described in section 501(c)(3) of the Internal Revenue Code of 1954, as it is shown that you are organized and operated exclusively for ~~the prevention of cruelty to animals.~~

Accordingly, you are not required to file income tax returns unless you change the character of your organization, the purposes for which you were organized, or your method of operation. Any such changes should be reported immediately to the District Director of Internal Revenue for your district in order that their effect upon your exempt status may be determined.

You are required, however, to file an information return, Form 990A, annually, with the District Director of Internal Revenue for your district so long as this exemption remains in effect. This form may be obtained from the District Director and is required to be filed on or before the fifteenth day of the fifth month following the close of your annual accounting period.

Contributions made to you are deductible by the donors in computing their taxable income in the manner and to the extent provided by section 170 of the 1954 Code.

Bequests, legacies, devises or transfers to or for your use are deductible in computing the value of the taxable estate of a decedent for Federal estate tax purposes in the manner and to the extent provided by sections 2055 and 2106 of the 1954 Code. Gifts of property to or for your use are deductible in computing taxable gifts for Federal gift tax purposes in the manner and to the extent provided by section 2522 of the 1954 Code.

ATT B

2 - Internal Welfare Society of Jefferson County -

No liability is incurred by you for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you have filed a waiver of exemption certificate in accordance with the applicable provisions of such Act. In the event you desire social security coverage for your employees or have any questions relating to the filing of a waiver of exemption certificate you should take the matter up with your District Director of Internal Revenue.

Your attention is called to the provisions of section 501(c)(3) of the Internal Revenue Code of 1954 under which your exemption will be revoked if any substantial part of your activities consists of carrying on propaganda, or otherwise attempting, to influence legislation, or if you participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

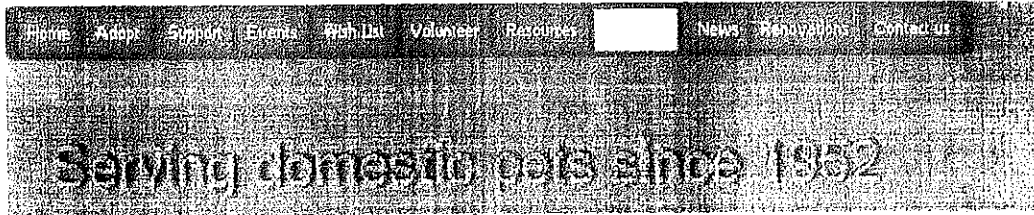
For the purpose of applying this ruling to any period with respect to which the Internal Revenue Code of 1954 is not applicable, any reference herein to a provision of the 1954 Code shall be deemed a reference to the corresponding provision of the 1939 Code.

The District Director of Internal Revenue, Parkersburg, West Virginia, is being advised of this action.

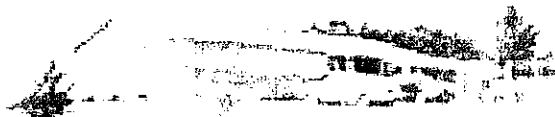
Very truly yours,

*[Signature]*

Chief, Exempt Organizations Branch

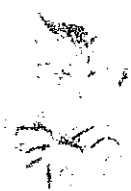


Our Heritage - Serving our community continuously since 1952, the Animal Welfare Society of Jefferson County, WV was incorporated in West Virginia on February 7, 1952 as a non-profit corporation. Founding members included Mabel B. Venable, William S. Venable, W.P.C. Peary, Cora I. Chambers and Forrest A. Brown. <Read more>



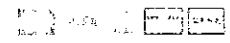
The mission of the Animal Welfare Society is to provide services that benefit both animals and people through a variety of programs. We provide Compassion & Caring to animals providing a second chance.

- The AWS provides pet adoption services. All animals available for adoption are vaccinated, F-tenia tested, and spayed or neutered prior to adoption.
- The AWS sponsors low cost rabies clinics throughout the county.
- The AWS provides information to the public on pet care, the importance of spaying and neutering, and health risks affecting animals and people (e.g. rabies, injured wildlife).
- The AWS promotes kindness and respect for animals through special events, public service announcements, humane education programs, and dissemination of informational materials and a semi-annual newsletter.
- The AWS provides financial assistance to the public for spaying/neutering their pets in an effort to reduce the homeless animal population.



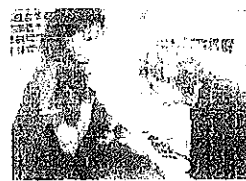
### Donate to AWS

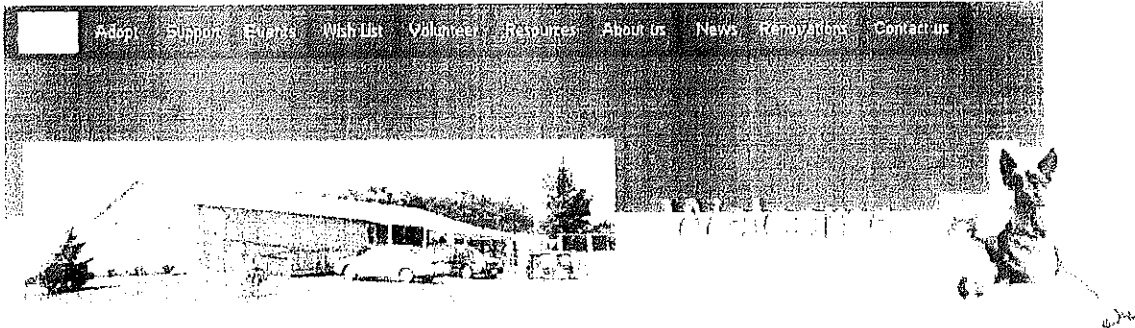
#### Donate



To donate by mail, please send your check to:

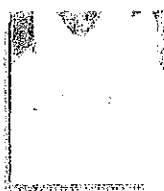
AWS  
PO Box 147  
Charles Town, WV 25414



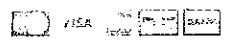


The Animal Welfare Society of Jefferson County, WV provides housing and adoption services for abandoned, surrendered and abandoned, neglected abused and unwanted dogs, puppies, cats and kittens. You'll find animals for adoption, resources, volunteer opportunities and much more in our site.

Latest News and Announcements from the Animal Welfare Society. Details on scheduled events below may be obtained by selecting the "Events" menu above.



**Donate**



Please don't forget! The First Thursday of every month is Dining to Donate at Applebee's in Charles Town. 20% of your check is donated to AWS. <More details>

**Events Scheduled - Please see Events for details**

- April 22 & 23, Friday & Saturday - Easter Flower Sale
- May 6 & 7, Friday & Saturday - Mother's Day Flower Sale
- May 21, Saturday - Low-cost Rabies Vaccination Clinic
- June 4, Saturday - Bark in the Park - Jefferson Memorial Park

The Animal Welfare Society is recognized by the IRS as a 501c3 charitable organization. Your donations are tax deductible to the full extent of the law. We are registered with the State of West Virginia. Registration does not infer endorsement by the state.

AWS is an agency of the United Way of the Eastern Panhandle



**Our United Way CFC# 43359**



THIS DEED OF GIFT made this 9<sup>th</sup> day of May, 1985, by and between THE COUNTY COMMISSION OF JEFFERSON COUNTY, a public corporation, party of the first part, hereinafter referred to as the Grantor and ANIMAL WELFARE SOCIETY OF JEFFERSON COUNTY, a non-profit corporation, party of the second part, hereinafter referred to as Grantee.

WHEREAS, this conveyance of an one (1) acre parcel was authorized by House Bill 1098, which bill passed the West Virginia House of Delegates on February 22, 1985; and

WHEREAS, said legislation passed the West Virginia Senate on March 6, 1985; and

WHEREAS, said legislation was to be effective upon passage and was signed into law by the Governor on March 15, 1985; and

WHEREAS, this conveyance is made to said Grantee only for the purpose of permitting said Grantee to erect and operate an animal shelter and related facilities.

WITNESSETH: that the Grantor does hereby grant and convey unto said Grantee, so long as all of the parcel herein conveyed is used as an animal shelter, that certain one (1) acre parcel of real estate, situate lying and being along the northern line of State Route 15, Middleway District, Jefferson County, West Virginia, as said parcel is more particularly shown and described on the plat entitled "Plat of Survey Showing 1.00 Acre Parcel," dated September 5, 1984, prepared by R. Michael Shepp, L.L.S., which plat is attached hereto and is incorporated by reference herein, and to which plat reference is expressly made and had for a metes and bounds description of the parcel herein conveyed. Provided however if the Grantee shall be dissolved or the parcel herein conveyed shall cease to be used for a shelter for animals, then the estate herein conveyed shall automatically terminate and the real estate herein conveyed

5/16/85 To Nancy Beckford

WHEREAS, this conveyance of one (1) acre parcel was authorized by House Bill 1098, which bill passed the West Virginia House of Delegates on February 22, 1985; and

WHEREAS, said legislation passed the West Virginia Senate on March 6, 1985; and

WHEREAS, said legislation was to be effective upon passage and was signed into law by the Governor on March 15, 1985; and

WHEREAS, this conveyance is made to said Grantee only for the purpose of permitting said Grantee to erect and operate an animal shelter and related facilities.

WITNESSETH: that the Grantor does hereby grant and convey unto said Grantee, so long as all of the parcel herein conveyed is used as an animal shelter, that certain one (1) acre parcel of real estate, situate lying and being along the northern line of State Route 15, Middleway District, Jefferson County, West Virginia, as said parcel is more particularly shown and described on the plat entitled "Plat of Survey Showing 1.00 Acre Parcel," dated September 5, 1984, prepared by R. Michael Shepp, L.L.S., which plat is attached hereto and is incorporated by reference herein, and to which plat reference is expressly made and had for a metes and bounds description of the parcel herein conveyed. Provided however if the Grantee shall be dissolved or the parcel herein conveyed shall cease to be used for a shelter for animals, then the estate herein conveyed shall automatically terminate and the real estate herein conveyed shall revert to the Grantor.

*5/16/85 To: Nancy Rutherford*

*222/1724*

AND BEING a part of the same real estate that was conveyed by Minor Hurst and Sarah S. Hurst to the Overseers of the Poor for the County of Jefferson by deed dated December 26, 1857, which deed is recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia in Deed Book 38 at page 24.

DECLARATION OF CONSIDERATION

Under penalty of fine and or imprisonment the undersigned do es hereby declare that this conveyance is a gift to a voluntary charitable non-profit corporation and is exempt from the West Virginia Excise Tax on Real Property.

IN WITNESS whereof The County Commission of Jefferson County has caused these presents to be signed by its President with its corporate seal affixed, as the act and deed of The County Commission of Jefferson County, with authority of The County Commission of Jefferson County duly given as evidenced by the minutes of said public body, this 9<sup>th</sup> day of May, 1985.

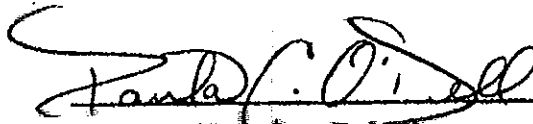
The County Commission of  
Jefferson County

By: [Signature]  
Its President

Attest: John E. Ott  
Clerk of the County Commission

STATE OF WEST VIRGINIA  
COUNTY OF JEFFERSON, to-wit:

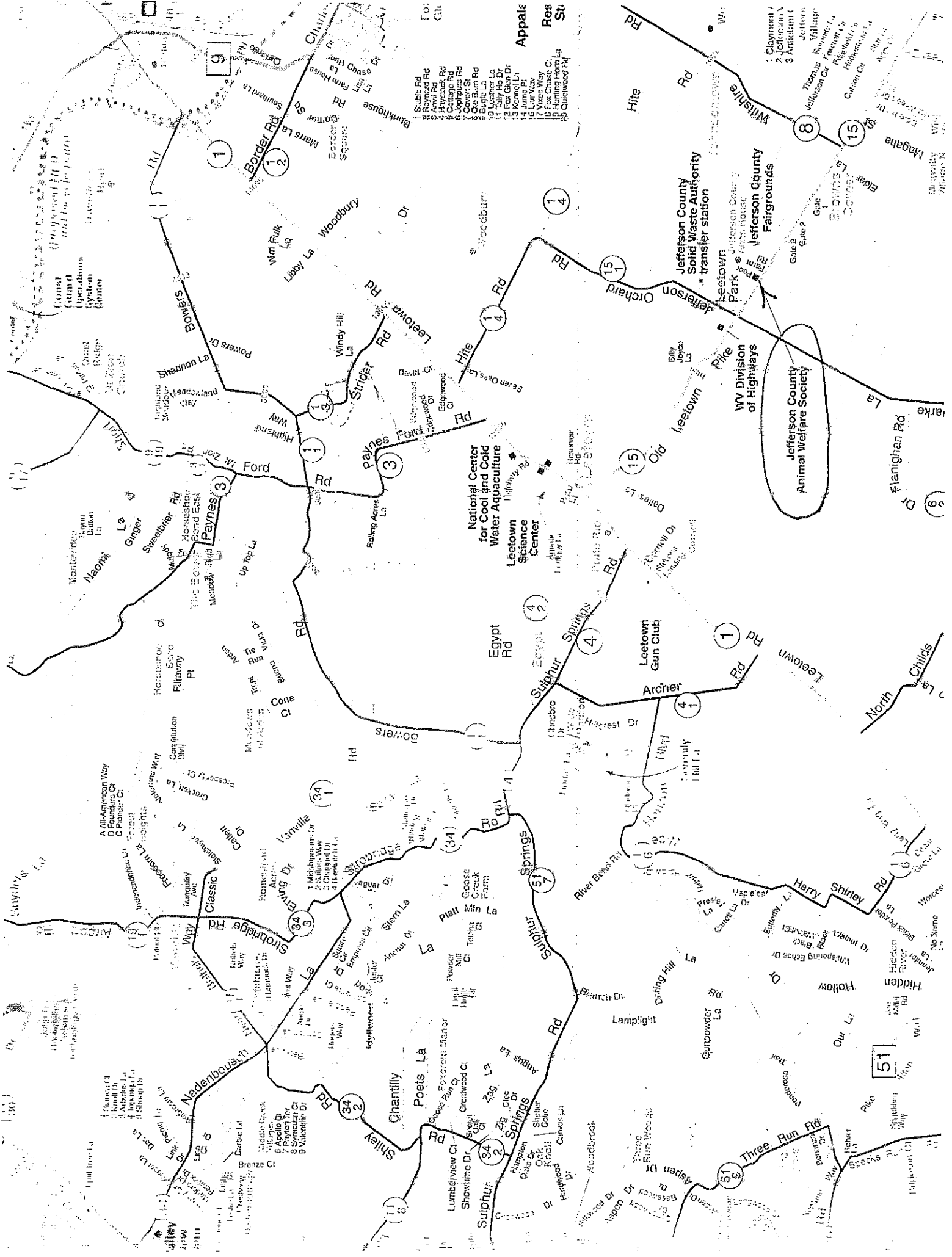
The foregoing instrument was acknowledged before me this  
9th day of May, 1985, by Garland H. Moore, President of  
The County Commission of Jefferson County, a public corporation  
on behalf of the corporation.

  
Notary Public

My Commission Expires: October 6, 1990

Paula C. O'Dell  
Notary Public  
State of West Virginia  
My Commission Expires Oct. 6, 1990  
P.O. Box 1710, Charles Town, WV 25414

*Jefferson County*



- 1 Public Rd
- 2 Hays Rd
- 3 Haysback Rd
- 4 Catrack Rd
- 5 Jophus Rd
- 6 Carvert St
- 7 The Barn Rd
- 8 Leetown La
- 9 Tolly Ho Dr
- 10 Fox Glen Dr
- 11 Kennel Ln
- 12 Jump Pl
- 13 Vison Way
- 14 Fox Chase Ct
- 15 Hunting Horn Ln
- 16 Quickwood Rd

51

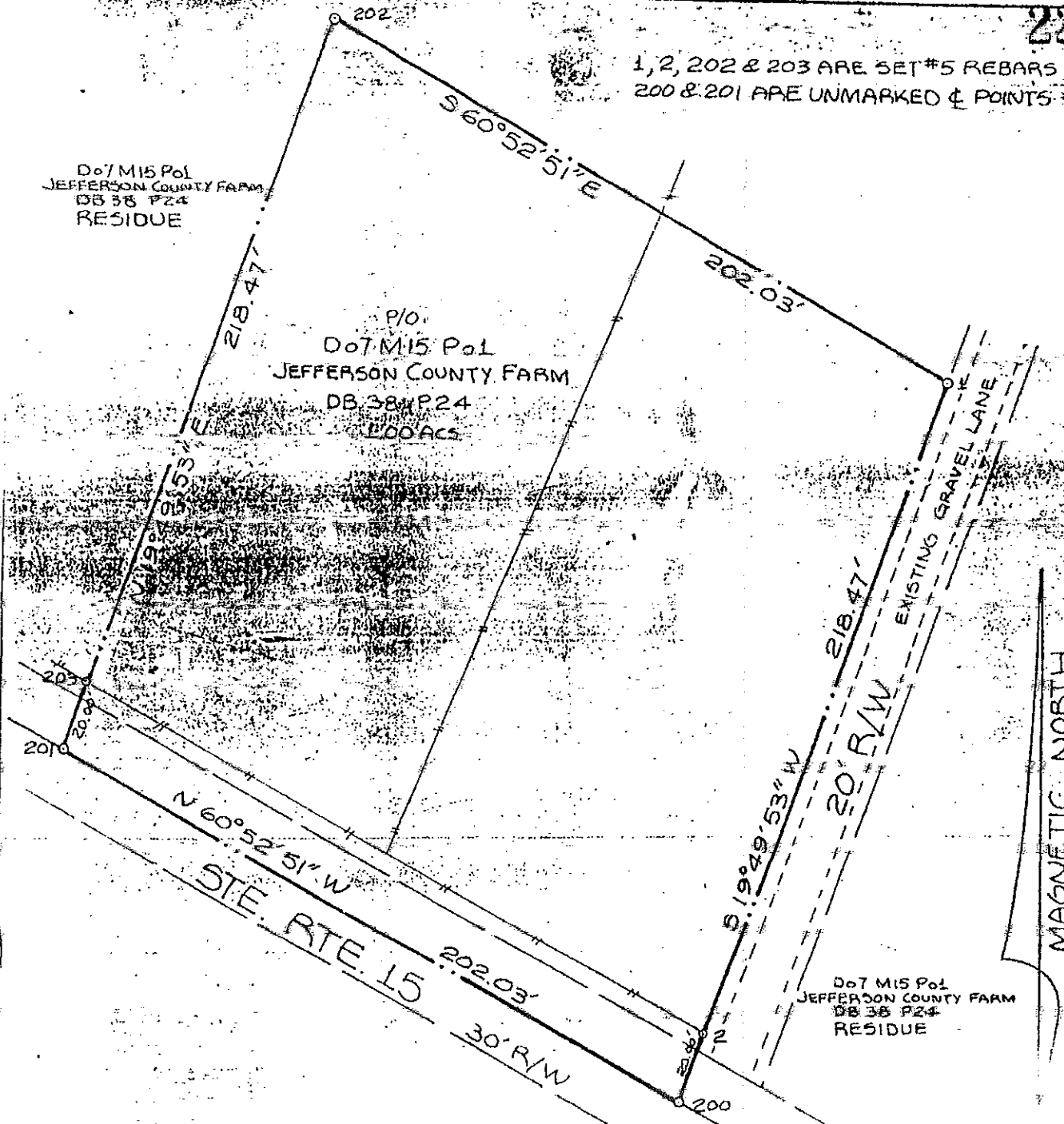
- 1 Clayton
- 2 Jefferson
- 3 Antietan
- 4 Jefferson
- 5 Jefferson
- 6 Jefferson
- 7 Jefferson
- 8 Jefferson
- 9 Jefferson
- 10 Jefferson
- 11 Jefferson
- 12 Jefferson
- 13 Jefferson
- 14 Jefferson
- 15 Jefferson

1, 2, 202 & 203 ARE SET #5 REBARS  
200 & 201 ARE UNMARKED & POINTS

Do7 M15 Pol  
JEFFERSON COUNTY FARM  
DB 38 P24  
RESIDUE

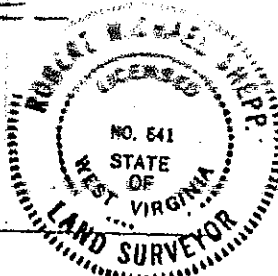
P/O.  
Do7 M15 Pol  
JEFFERSON COUNTY FARM  
DB 38 P24  
E00ACS

Do7 M15 Pol  
JEFFERSON COUNTY FARM  
DB 38 P24  
RESIDUE



PART OF SURVEY SHOWING  
100 ACRE PARCEL

JEFFERSON COUNTY, W.V.  
SCALE: 1 Inch = 40 Feet  
SURVEYED: 05 Sept 1984



*R. Michael Shepp*  
R. MICHAEL SHEPP, LLS  
APPALACHIAN SURVEYS INC.  
P.O. BOX 35 CHARLES TOWN, W.V.

JOB No. 1151

State of West Virginia, County of Jefferson, Sct.

IN THE CLERK'S OFFICE OF THE COUNTY COMMISSION:



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

**AGENDA REQUEST FORM**

Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Entity: County Commission

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

Date Requested – 1<sup>st</sup> Choice: June 7, 2012

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

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

**Subject: Approval of Grant Resolution - Jefferson Memorial Hospital - \$15,000**

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

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **motion to approve the grant resolution for the Jefferson Memorial Hospital in the amount of \$15,000 and to authorize the President of the Commission to affix her signature to the appropriate documents**

**Attachments:**

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

---

## **RESOLUTION**

The Jefferson County Commission met on the 7<sup>th</sup> day of June, 2012 with a quorum present and passed the following Resolution:

Be It Resolved that the County Commission of Jefferson County, West Virginia, hereby authorizes Patricia A. Noland, President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office to receive and administer grant funds pursuant to provisions of the Community Participation Grant Program in the amount of \$15,000. The funds from this project is for the purchase of technology equipment and supplies to install closed circuit television for the Jefferson Memorial Hospital.

Dated: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. NOLAND  
PRESIDENT  
JEFFERSON COUNTY COMMISSION

ATTESTED: \_\_\_\_\_  
County Clerk

12LEDA0004

# COMMUNITY PARTICIPATION GRANT PROGRAM

## FISCAL YEAR 2012

**Deadline for Return:**  
**JUNE 30, 2012**

**GRANTEE:** Jefferson County Commission  
**PROJECT TITLE:** Jefferson Memorial Hospital, Equipment, Supplies  
**PROJECT NUMBER:** 12LEDA0004  
**AMOUNT:** \$5,000 15,000

### SECTION 1. GRANTEE

Local Governing Agency (Grantee): Jefferson County Commission Project Title: Hospital Improvements  
 Street Address: 124 E Washington St City: Charles Town Zip: 25414  
 Chief Elected Official: Patricia Roland, President Email: Sanders@jeffersoncounty.wv.org  
 Phone: (304) 728-3284 Fax: (304) 725-7916 Form Completed By: Allene Fernandez Anderson  
 Brief Description of Project: provide closed circuit television in the patient rooms

### SECTION 2. NONPROFIT ORGANIZATION (SUBGRANTEE)

Are funds requested for a nonprofit organization?  Yes  No Foundation  
 Nonprofit Organization: Jefferson HealthCare Executive Director: Teresa McCabe  
 Street Address: 300 South Preston Street City: Ranson State/Zip: WV 25438  
 Phone: (304) 728-1707 Fax: (304) 725-9492 Email: afernandez-anderson@jeffmem.com  
 Website: www. IRS Cert. (Ex: 501(c) 3, etc.): 55-0768911 Yr. Cert: 2004

- Federal Nonprofit Certification is attached. This application **WILL NOT** be processed without Federal nonprofit status.  
 State Regulation Checklist for Nonprofit Organization is attached. This application **WILL NOT** be processed without this Checklist.

### SECTION 3. PROJECT OWNER AND LOCATION

The use of grant funds at/for private property or private gain or use is prohibited. Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Owner of project site, property or building: WVU East Jefferson Memorial Hospital Vicinity/site plan attached?  Yes  No  
 Location and address where grant funds will be used (sufficient to drive to site): 300 South Preston St.  
Ranson WV 25438

- Upon completion, what government agency will own, operate, or be responsible for the project? \_\_\_\_\_  
 Yes  No Project site(s) or building(s) are owned by a government agency.  
 Yes  No Project site(s) or building(s) are owned by a nonprofit organization. (If yes, attach copy of property deed).

### SECTION 4. FUNDING SUMMARY

A minimum of 10 percent is required as a local match. Attach commitment letters for each funding source listed below.

	Amount	Source Grant Program, Bank Loan, Fundraising, Fees, etc.	Status Pending, Approved, Ongoing, etc.	Documentation Letter, Resolution, etc.
a. Grant Funds Requested	\$15,000			
b. Local Funds (10% local match required)	\$ 1500		approved	
c. Other Funds	\$			
d. Other Funds	\$			
e. Other Funds	\$			
Total Project Cost	\$ 16,500			

## **SECTION 5. CERTIFICATION OF STATE REGULATIONS**

**CHECK ITEMS 1-11 BELOW** to certify compliance with the following laws, regulations and requirements by the grantee (municipality, county commission, board of education, public service district, etc.):

1.  **Competitive bids are required for purchases exceeding \$2,500 in cost, as follows:**

- |                          |   |
|--------------------------|---|
| ▪ \$2,500 or less        | ▪ No bids required; however, competition is encouraged. |
| ▪ \$2,500.01 to \$5,000  | ▪ Three verbal bids documented on a verbal bid summary. |
| ▪ \$5,000.01 to \$25,000 | ▪ Three written bids required.                          |
| ▪ \$25,000 or more       | ▪ Class II Legal Ads required.                          |

2.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**  
Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.

3.  **State prevailing wages will be paid for all construction associated with this project. This regulation applies to any and all projects, regardless project cost.**

Wage rates may be obtained from the West Virginia Secretary of State at 304-558-6000, or [www.wvsos.com](http://www.wvsos.com). If federal funds are included, the highest rate (West Virginia or Davis-Bacon) must be paid. All contractors must have a West Virginia contractor's license. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**. These regulations apply to the employment of any contractor or subcontractor for this project, including the following trades and activities:

- |                  |              |
|------------------|--------------|
| ▪ Construction   | ▪ Painting   |
| ▪ Reconstruction | ▪ Decoration |
| ▪ Demolition     | ▪ Alteration |
| ▪ Enlargement    | ▪ Repair     |
| ▪ Remodeling     | ▪ Expansion  |

4.  **The following documents will be required for the release of grant funds:**

- Copies of bids, quotes or bid summary
- Copy of legal ad, which must require prevailing wages for construction
- Copies of certified payroll records
- Copies of invoices

5.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**  
The county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.

6.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**  
Funds provided to counties and municipalities for grants to nonprofit organization are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**.

7.  **Professional services, such as consulting, shall be obtained through a request for proposals.**

8.  **Architectural or engineering services shall be pursued in accordance with West Virginia Code §5G.**

9.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**

10.  **The use of grant funds at/for private property or private gain is prohibited.**

11.  **Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.**

**SECTION 6. PROJECT INFORMATION:**

**ELIGIBLE activities include, but are not limited to, permanent public improvements related to the following:**

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>▪ Business and Industrial Parks</li><li>▪ City Hall and Courthouse Facilities</li><li>▪ Construction and Renovation</li><li>▪ Demolition</li><li>▪ Economic Development</li><li>▪ Emergency Services</li><li>▪ Flood and Storm Drainage</li><li>▪ Infrastructure</li><li>▪ Law Enforcement</li></ul> | <ul style="list-style-type: none"><li>▪ Land and Property Acquisition</li><li>▪ Libraries</li><li>▪ Parks and Recreation</li><li>▪ Parking Facilities</li><li>▪ Preservation and Beautification</li><li>▪ Public Safety</li><li>▪ Street and Sidewalk Repair</li><li>▪ Technology</li><li>▪ Water, Wastewater Facilities</li></ul> |
|--|--|

**INELIGIBLE activities include, but are not limited to, expendable items related to the following:**

- |  |   |
|--|---|
| <ul style="list-style-type: none"><li>▪ Administrative costs</li><li>▪ Food</li><li>▪ Clothing</li><li>▪ Homeowners Associations</li><li>▪ Insurance Premiums</li><li>▪ Maintenance</li><li>▪ Medical Programs</li><li>▪ National Dues</li><li>▪ Postage</li></ul> | <ul style="list-style-type: none"><li>▪ Private Property</li><li>▪ Rent</li><li>▪ Maintenance</li><li>▪ Salaries</li><li>▪ Scholarships</li><li>▪ Sports Uniforms</li><li>▪ Training and Speakers' Fees</li><li>▪ Travel Expenses</li><li>▪ Utility Costs</li></ul> |
|--|---|

**PROJECT DESCRIPTION**

Describe in **SPECIFIC TERMS** the scope of work to be completed and the proposed use(s) of grant funds.

Installation and hardwiring including all labor to set up and install closed-circuit television in all patient rooms, emergency department rooms, all waiting areas and cafeteria. Installation to include labor to wire properly all necessary to have televisions in rooms and allow either recorded or live feed through televisions. Includes all set up needed for installation and connection to system server and maintenance.

**If funds are requested for a nonprofit organization, provide mission statement. Attach brochure /web pages if available.**

attached [www.jeffmen.com](http://www.jeffmen.com)

# Checklist for Nonprofit Organizations

**Must Be Submitted With Application for Community Participation Grant Program Funding for Nonprofit Organizations**

1. Local Government Agency: Jefferson County Commission Chief Elected Official: \_\_\_\_\_  
 Project Title: Hospital Improvements Amount of Grant: \$ 15,000  
 Form Completed By: Arlene Jerhander Anderson Phone: (304) 728-1707 Fax: (304) 725-9492
2. Nonprofit Organization: Jefferson Health Care Foundation Executive Director: Teresa McCabe  
 Street Address, City, Zip: 300 S. Preston St. Kanawha Phone: (304) 728-1707 Fax: (304) 725-9492

- Federal nonprofit certification, 501c determination letter from Internal Revenue Service attached.  
 Mission statement, brochure, or web pages explaining mission of the organization and services it provides attached.

## CERTIFICATIONS AND ASSURANCES

**CHECK ALL ITEMS BELOW** to certify compliance with the following laws, regulations and requirements:

3.  **Competitive bids are required for purchases exceeding \$2,500 in cost, as follows:**
- \$2,500 or less
  - \$2,500.01 to \$5,000
  - \$5,000.01 to \$25,000
  - \$25,000 or more
  - No bids required; however, competition is encouraged
  - Three verbal bids documented on a verbal bid summary
  - Three written bids required
  - Class II Legal Ads required
4.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**  
 Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.
5.  **State prevailing wages will be paid for all construction associated with this project, regardless of the cost.**  
 West Virginia prevailing wages must be paid for all construction projects using state grant funds. All contractors must have a West Virginia contractor's license. These regulations apply to every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work. If federal funds are included, the highest rate (West Virginia or Davis-Bacon) will be paid. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
6.  **The following documents will be required for the release of grant funds.**
- Copies of bids, quotes or verbal bid summary
  - Copy of legal ad, which must require prevailing wages for construction
  - Copies of certified payroll records for construction
  - Copies of invoices.
7.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**  
 The county or municipality must act as the administrator of grant funds for to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
8.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**  
 Funds provided to counties and municipalities for grants to nonprofit organizations are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
9.  **Professional services shall be obtained through a request for proposals.**  
 Architectural or engineering services shall be obtained in accordance with West Virginia Code §5G.
10.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**
11.  **The use of grant funds at/for private property or private gain is prohibited.**  
 Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Signature: \_\_\_\_\_

Date: 5/3/12

**Executive Director, Nonprofit Organization**

**ORIGINAL SIGNATURE REQUIRED**

## **SECTION 7. ASSURANCES**

**The applicant hereby assures and certifies that it shall comply with the following regulations, policies, and requirements:**

- A. The applicant assures the State that it will perform the work for which the grant was made as determined by the State.
- B. The applicant assures the State that it has or will secure qualified personnel to administer a grant, and that the costs to administer the grant will be paid for by the applicant.
- C. The applicant assures the State that it will have started work on the project before the end of the fiscal year in which the grant award is made.
- D. The applicant assures the State that it understands that the amount of the grant award cannot be increased without the written consent of the Governor.
- E. The applicant assures the State that payment for work performed will be requested in writing with copies of invoices attached that document the costs of each work segment making up the total amount of funds requested.
- F. The applicant assures the State that it understands that ten percent of the grant award will be held by the State as retainage, pending receipt of a written certificate of substantial completion attached to any final invoices for work not already paid.
- G. The applicant assures the State that it understands that by letter the State can terminate for cause an applicant's grant agreement with the amount of funds recovered equal to the percentage of incomplete work. The applicant further assures the State that it understands that it can be terminated by letter any grant agreement with the State before costs are incurred on the project.
- H. The applicant assures the State that any changes in the scope of work specified in a grant agreement will first be submitted in writing to the State for approval by change order.
- I. The applicant assures the State that in its hiring practices for work to be performed it will comply with the equal employment provisions of Titles VI and VII of the 1964 Civil Rights Act, and Presidential Executive Orders 11246 and 11375, as amended.
- J. **The applicant assures the State that competitive bids will be solicited on any major work element exceeding \$2,500 in cost.** Competitive bidding shall be pursued in all instances.
- K. **Competitive bidding requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids; however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.**
- L. **The Grantee shall solicit competitive, sealed bids for commodities and supplies related to this project which have an estimated value of more than \$25,000. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination.** The receipt and utilization of funds procured through this program mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.
- M. **Bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3.** This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks prior to the final bid date.
- N. The applicant assures the State that State **prevailing wage rates will be paid on contract construction unless federal funds are included in the project, in which case, the higher of the State's or Davis-Bacon wage rates will be paid on all contract construction.**
- O. Every contract involving **construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work** which involves the employment of any contractor and/or subcontractor necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such contract, must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost. The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.**
- P. The applicant assures the State that any part of the project to be occupied by the general public will be made accessible to the handicapped.
- Q. The applicant assures the State that any permits, licenses, or other requirements of particular State or Federal agencies necessary for the project's design, construction, or operation will be secured.
- R. The applicant assures the State that it will not subgrant any of the grant funds received to any of its officials or employees or the members of their families or to employees of the WVDO or members of the State Legislature in any contracts awarded for work to be performed.
- S. The applicant assures the State that it will maintain and have available for inspection on written request by the State all records kept on the project including bid documents, copies of all contracts, contractors' payrolls, time sheets, and invoices. The applicant further assures the State that it will schedule an audit of any grant funds to be included in its annual audit as performed by the State Tax Department.
- T. The applicant assures the State, by evidence of attaching a resolution, motion, or similar action passed by its governing body, that it has the legal authority to apply for this grant, commit any local matching shares, authorize the person signing the grant to act as an agent for the applicant to answer any questions by the State about the application, and to abide by the understandings and assurances described in this section.
- U. As the grantee, the county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with sub-grantees so that property and/or assets acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.

**SECTION 8. SIGNATURE AND RESOLUTION**

**This application must contain the following:**

- Application with Original Signature**
- Resolution by Unit of Local Government**
- Documentation of Local Match (Minimum 10 Percent)**
- Nonprofit Application Checklist with Original Signature – Required for Nonprofit Organizations**
- IRS 501(c) Determination Letter - Required for Nonprofit Organizations**

To the best of my knowledge, the information contained in this application is true and correct; the submission thereof has been duly authorized by the governing body; and the applicant will comply with the regulations, policies, guidelines and requirements outlined by the State of West Virginia. If the recipient is a nonprofit organization, the county or municipality certifies that this nonprofit organization is legally authorized to receive public funds.

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

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

**Mayor or County Commission President**

**ORIGINAL SIGNATURE REQUIRED-USE BLUE INK**

**West Virginia Development Office  
Community Development Division  
Community Participation Grant Program**  
1900 Kanawha Boulevard, East Building 6, Room 553  
Charleston, West Virginia 25305  
Phone: 304-558-4010 Fax: 304-558-2246  
[www.wvcommerce.org](http://www.wvcommerce.org)



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 12 2004

JEFFERSON HEALTH CARE FOUNDATION  
INC  
300 S PRESTON ST  
RANSON, WV 25438-1631

Employer Identification Number:  
55-0768901  
DLN:  
17053094788054  
Contact Person:  
FRANCIS E BERNHARDT ID# 31258  
Contact Telephone Number:  
(877) 829-5500  
Public Charity Status:  
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated November 16, 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

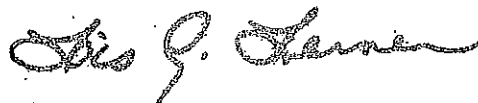
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

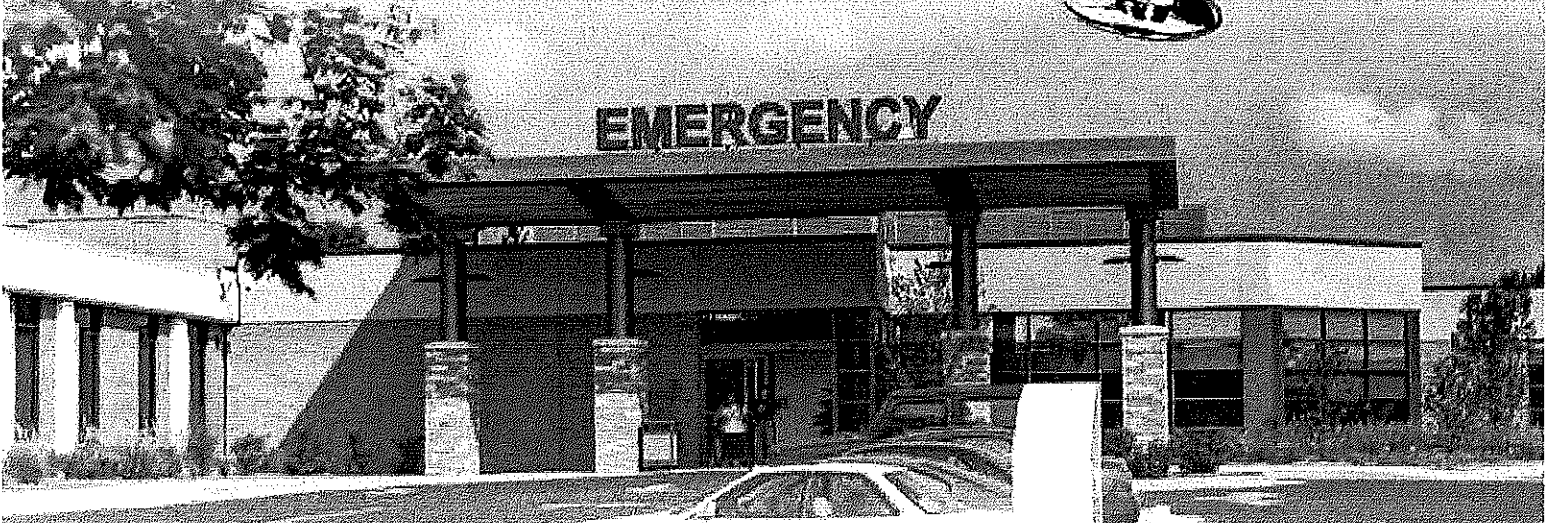
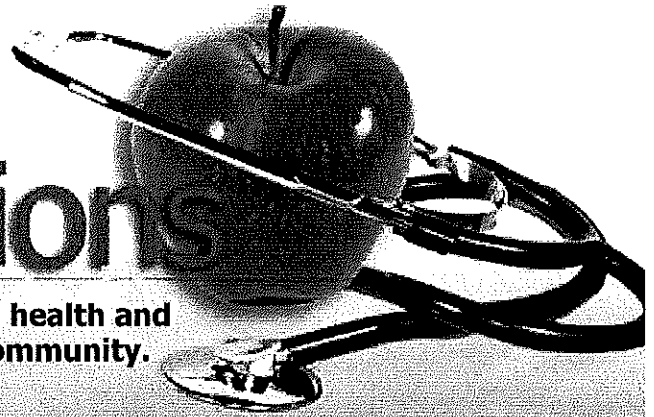
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Letter 1050 (DO/CG)

Winter 2012

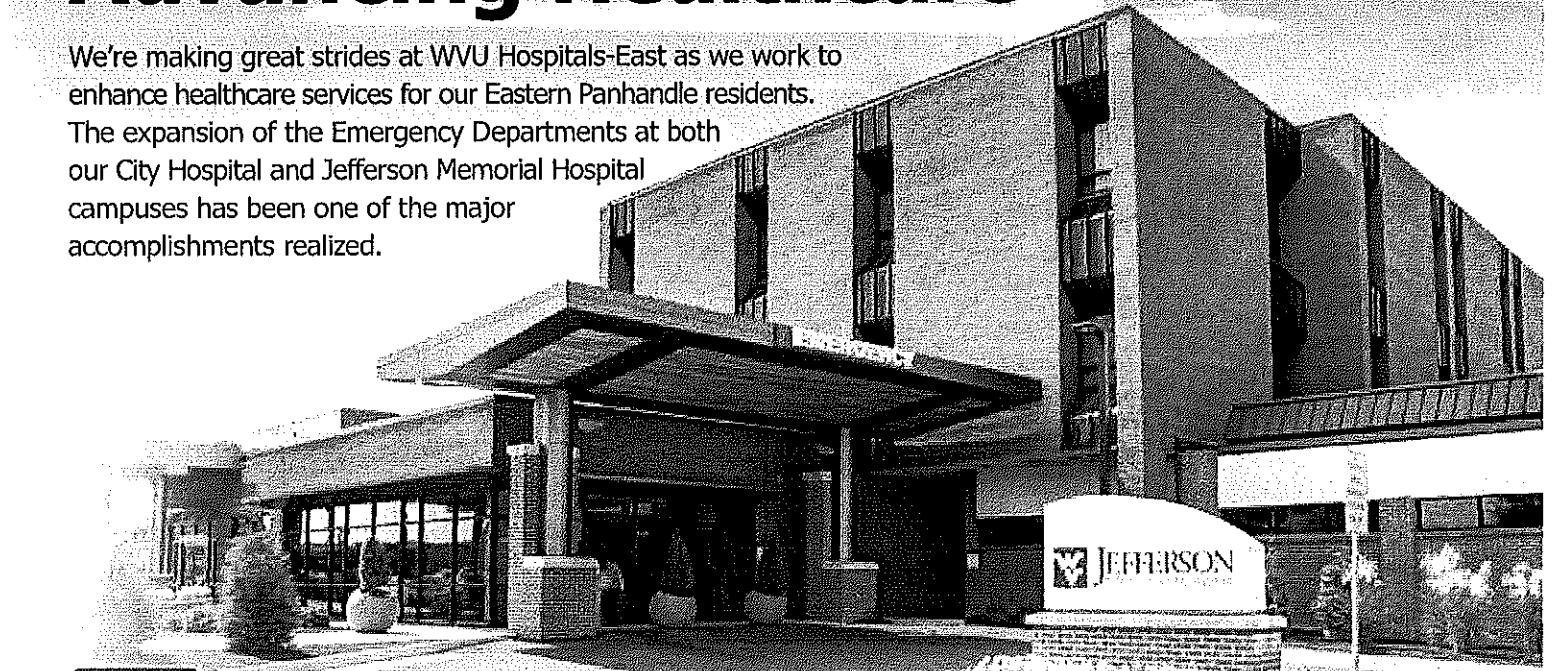
# connections

A newsletter dedicated to promoting the health and well-being of our Eastern Panhandle Community.



## Advancing Healthcare

We're making great strides at WVU Hospitals-East as we work to enhance healthcare services for our Eastern Panhandle residents. The expansion of the Emergency Departments at both our City Hospital and Jefferson Memorial Hospital campuses has been one of the major accomplishments realized.



**WVUH·EAST**

WEST VIRGINIA UNIVERSITY HOSPITALS

MEMBER-WEST VIRGINIA UNITED HEALTH SYSTEM



WVUHS

[www.wvuh-east.org](http://www.wvuh-east.org)

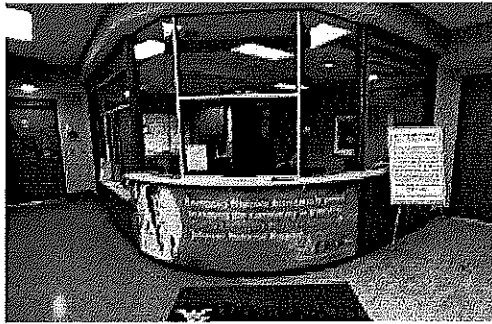


*"It's no fun having to go to the ER, particularly when its for one of your children, but we were very impressed with the care given to our son and how attentive they were to explaining everything they were doing and why. It was a big difference from past years. We were very pleased."*  
— Mr. and Mrs. Parsons, Glengary

The **Emergency Department** at Jefferson Memorial Hospital now includes 14 private rooms and a 4-bed Minor Care Unit. With a focus given to optimizing functionality and operational flow, the expansion of this department will allow staff to care for 30,000 visits annually. Since 2011, Emergency Medicine Associates (EMA) has provided physician staffing for the department.

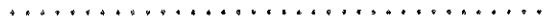
In late October, the completion of Phase II of City Hospital's \$11 million dollar Emergency Department expansion and renovation project was completed, bringing the department to a 40 bed private room capacity, in addition to the 9-bed minor Emergency Care Unit. While current patient volumes average 45,000 visits per year, the department is equipped to handle up to 65,000 patient visits annually. Salutis Emergency Specialists provides physician staffing for City Hospital's emergency department, as they have done since 1995.

Both Emergency Department facilities are equipped with the most state-of-the-art technology and staff share a commitment to providing quality patient care, while reducing patient wait time, and increasing patient satisfaction.



*"I was very apprehensive about how my pain would be managed and the nurses at City Hospital took such excellent care of me. I felt so comfortable and secure in knowing me and my baby were in such good hands. I also appreciated my best friend was allowed to share in this experience."*

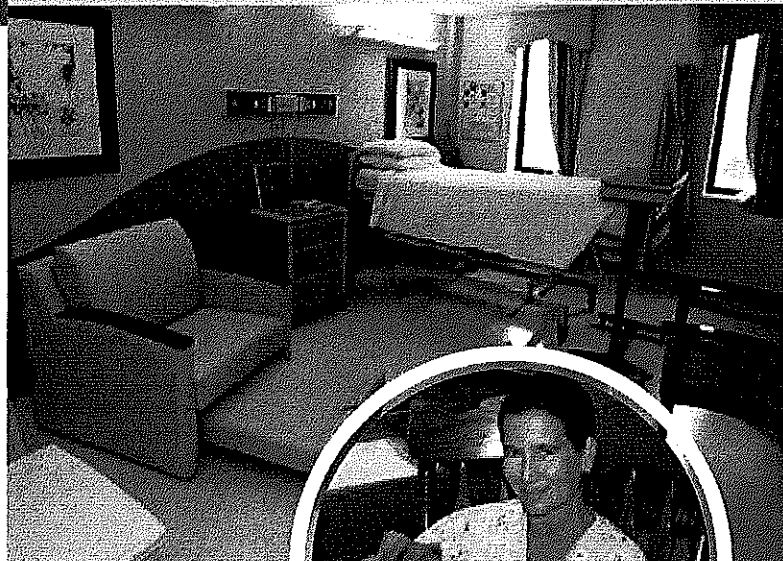
— Gabriela Nieves, Inwood  
new mother of Baby Gabriela





*"We were spoiled. All the Nursing Staff on the Birthing Center at Jefferson Memorial Hospital was wonderful, kind and understanding. It was a beautiful experience for us."*

*– Skip Shirley and Dana Givold, Inwood  
new parents of Baby Dalton Lane*



To enhance the **birthing experience** for those welcoming a new addition to their family, both City Hospital and Jefferson Memorial Hospital have completely renovated their labor and delivery suites. The units boast a warm, inviting home-like environment and promote an atmosphere of active involvement by the entire family. The renovations have allowed for the creation of all private rooms and baths.

While careful attention was given to making the delivery suites attractive and family friendly, an equal focus has been to improve access to more intensive care for mothers with certain high risk pregnancies. We are pleased to announce that the West Virginia Health Care Authority has approved a certificate of need (CON) application to open a Level IIB neonatal intensive care unit (NICU) at City Hospital. Some of the recommended pediatric specialists needed to establish this service will be accessed through telemedicine in conjunction with West Virginia University Hospitals in Morgantown. By adding this Level II NICU locally, we will be able to provide care for babies with low birth rate or who are recovering from more serious conditions — close to home. Planning and implementation of this new service will be underway soon.

*"The Womens Imaging Center offered a very comfortable, friendly and relaxed atmosphere and I was very impressed with the new equipment. It's nice to have this type of facility in our community."*

*– Kathy Davis, Charles Town*



Keeping at the forefront in the latest in technology, City Hospital and Jefferson Memorial Hospital have expanded and enhanced their **women's health services**. At Jefferson Memorial Hospital, the Grand Opening of the new Womens Imaging Center took place in June. Located directly across from the Hospital at 207 S. Preston Street, the Center features the latest in digital mammography and stereotactic breast biopsy equipment. It is also the first women's center in West Virginia, and one of the few in the US, to offer 3D breast tomosynthesis for breast cancer screening.

The new imaging center also features ultrasound and bone density testing, and the design of the facility offers a relaxing waiting area, larger dressing rooms and more privacy.

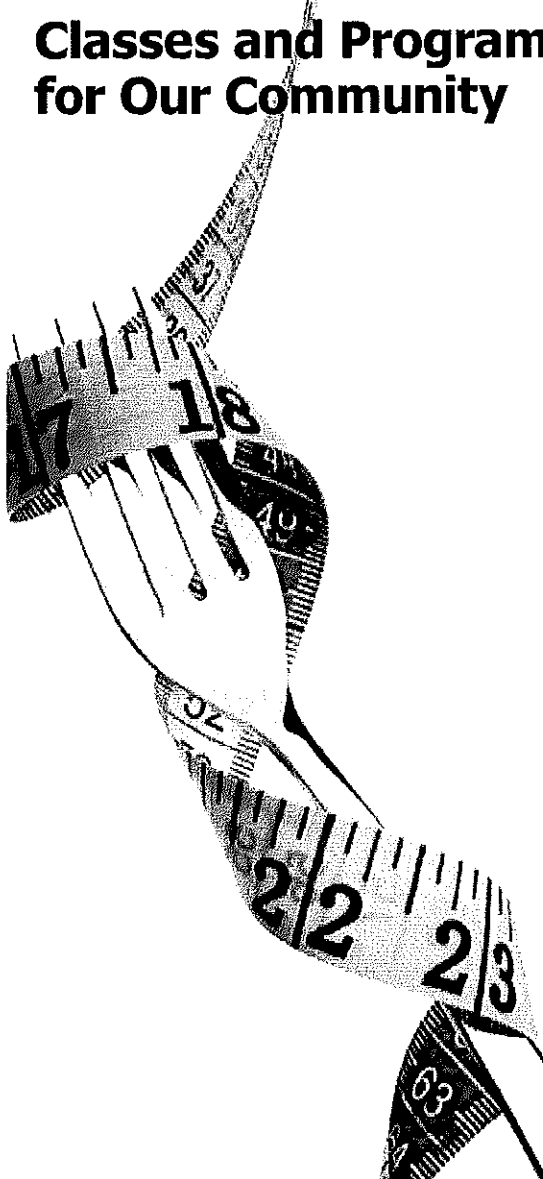
Just recently, The Breast Care Center at City Hospital moved to a more convenient location off the main 1st Floor corridor of the Hospital and has been renovated and expanded to accommodate the new stereotactic breast biopsy equipment at this location.

*"I had planned to go to another hospital but I decided to give City Hospital a try and they were very accommodating with my schedule. It was a very pleasant experience all the way around."* – Marsha Waugh, Hedgesville

At WVUH-East we remain focused on our goals to bring healthcare to a whole new level for the benefit of our Eastern Panhandle residents. We look forward to an even brighter future ahead as we continue working to bring you the high quality healthcare you want...and deserve.

# Be Well

## Classes and Programs for Our Community



To find out more,  
call our WVUH-East  
Physician and Services  
Referral Line:  
**1.888.WVU.1DOC**  
or visit our website  
**www.wvuh-east.org**

### Support Groups

**Alcoholics Anonymous**  
Every Saturday at 2 p.m. in City Hospital's Meeting Room 1.

**Cancer Survivor/Patient Support Group**  
The second Wednesday of each month at 6:30 p.m. in the McCormack Center's 2nd Floor Conference Room on City Hospital's Campus.

**Children With Diabetes Support Group**  
The second Saturday of each month from 10 – 11 a.m. in City Hospital's Meeting Room 1.

**Diabetes Support Group**  
City Campus: The third Monday of each month at 7 p.m. in City Hospital's Meeting Room 1.

Jefferson Campus: The last Tuesday of each month at 5:30 p.m. in the Hospital's 3rd Floor Classroom.

**Parkinson's Disease Support Group**  
The fourth Wednesday of each month (with occasional exceptions) at 6:30 p.m. in the McCormack Center's 2nd Floor Conference Room.

**Prostate Cancer/Awareness Support Group**  
The second Thursday of each month at 6:30 p.m. in the McCormack Center's 2nd Floor Conference Room.

**Pulmonary Hypertension Support Group**  
Quarterly meetings are held. The next meeting is scheduled for Saturday, February 18th, at 10 a.m. in City Hospital's Meeting Room 1.

**Teens Diabetes Support Group**  
The third Sunday of each month beginning at 4 p.m. Meeting locations vary. Call 304-596-6839 for further details.

### American Cancer Society Resources

**Cancer Support and Education**  
The American Cancer Society and the WVUH-East Regional Cancer Program offer a Resource Room, located on the First Floor of the McCormack Center (on City Hospital's Campus). Staffed by volunteers, the Resource Room offers free information on programs, services, as well as educational materials for cancer patients and their loved ones. Typical hours of operation are weekdays from 10 – 2 p.m. or appointments may be made by calling 304-260-1477.

Details on the American Cancer Society sponsored programs, Look Good, Feel Better; Reach To Recovery; and/or Road to Recovery may be obtained by calling 304-260-1477 or 1-800-227-2345.

### Health and

**BodyWorks — FRE**  
This 8-week program be role models for th (targeted ages 9 to 13 families with the tool they need to establish and activity habits. A pr on January 17th at 6:15 to start March 26th. community organizati Funding for this activ by the U.S. Departm Services Office on W

### Community Mini-M FREE

Sponsored by WVUF Sciences Center East seminars are held th Robert C. Byrd Healt the McCormack Cent On Tuesday, January and Maria Merzouk will present a progr Cardiologist Dr. Neal Internal Medicine, w prevention on Tuesd. registration for the p with the presentation reservations, call 304

**Diabetes Self-Mana**  
This 4-week program diabetes about diet an glucose monitoring, foot and skin care, an on January 6, 2012 fr Jefferson Memorial H Room. An evening se from 6 – 8 p.m. Pre-r calling 304-728-1693.

### Maternal/Fa

**Birthing Class Serie**  
City Campus: A Thu January 5th and again night series begins o to start on April 3rd Se in the Hospital's 8th I \$75 for the entire 5-w Pre-register is require —menu selection #2.

Jefferson Campus: H 4-week series begins o to start on March 1st 7 – 9 p.m. in the Hosj Room. The cost is \$6i is required by calling

## Safety



**E** teaches parents to their adolescents (3) and provides support and support in better eating program begins 6 p.m., with another WVU East is one of several sponsors sponsoring this program. Availability is made possible in part of Health and Human Women's Health.

### Medical School Seminars —

WVU East and the WVU Health Services Division, educational throughout the year in the Health Sciences Center, behind the Center on City Hospital's Campus. 17th, Drs. Krista Hopkins (Obstetrician/Gynecologists) focus on women's health issues. Dr. Gaither and Dr. Cathy Funk will discuss heart disease and stroke, February 21st. Pre-registration begins at 6:30 p.m., registration from 7 – 8 p.m. For more information call 304-264-1287, ext. 1760.

**Management Classes — FREE**  
 Educates the person with diabetes on meal planning, medications, exercise, hygiene including foot care and more. A class series begins on 10 a.m. to 12 noon in City Hospital's 1st Floor Conference Room. Series will begin on April 2nd. Pre-registration is required by calling 304-264-1297.

## Family Education

**Diabetes**  
 Tuesday night series begins on 6:30 p.m. on March 1, 2012. A Tuesday night series begins on February 7th, with another session on February 14th. Sessions are held from 6 – 8 p.m. in City Hospital's 3rd Floor Classroom. The fee is \$15 per class. Pre-registration is required by calling 304-264-1297.

**Parenting**  
 Held on Thursday evenings, 7:30 p.m. on January 5, 2012, with another session on January 12, 2012. Sessions are held from 7:30 – 9:00 p.m. in City Hospital's 1st Floor Conference Room. Pre-registration is required by calling 304-728-1713.

### Discover Relaxation Within I\*

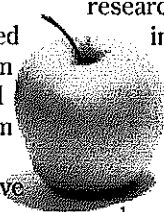
A 4-week lifestyle improvement program developed to manage everyday stress through practical relaxation techniques and innovative stress management strategies. For dates, specific details and program cost, call 304-264-1287, ext. 1814. An advanced program is also available for individuals who have completed the initial 4-week series.

### Drop 10 In 10\*

An exciting 10 week weight management program designed to help participants lose 10 pounds or 10% of their body weight through balanced nutrition, sensible activity and meaningful lifestyle changes. For dates, specific details and program costs, call 304-264-1287, ext. 1814.

### Eat Well For Life I\*

A 4-week lifestyle improvement program designed to champion optimal health, vitality and long term weight management through the power of good nutrition. For dates, specific details and program cost, call 304-264-1287, ext. 1814. An advanced program is also available for individuals who have completed the initial 4-week series.



**Healthy Start Mall Walker Program — FREE**  
 Sponsored by City Hospital and the Martinsburg Mall. Sign-up at the Mall's Customer Service Desk and record your miles to receive recognition for the healthy strides you are making.

**Lifeskills — A Diabetic Patient Education Program**  
 A 4-week comprehensive program taught by a Certified Diabetes Educator and Registered Dietitian, targeted to helping individuals manage diabetes. Upcoming class series begin on January 3rd from 10 a.m. – 12 noon; February 7th from 2 – 4 p.m.; and March 6th at 7 p.m. All sessions are held in the McCormack Center, Suite 3800. A physician referral is required. A program fee is applicable and is covered by some insurance companies. For more details, call 304-596-6839.

### Breastfeeding Class—FREE

Offered the second Tuesday of each month from 6:30 – 8:00 p.m. in City Hospital's Meeting Room 1. Pre-registration is required by calling 304-264-1270 weekdays between 8 – 4 p.m.

### Childbirth Refresher Class

To be held February 6, 2012 from 6 – 9 p.m. in City Hospital's Meeting Room 1. The cost is \$15. Pre-registration is required by calling 304-264-1297—menu selection #2.

### Sibling Class

Help your young children prepare for their new role as a "big" brother or sister. The class, held from 10 – 11:30 a.m. in City Hospital's 8th Floor Classroom, will be offered on January 14, 2012 and again April 21. The cost is \$10 per family and must be prepaid. Pre-registration is required by calling 304-264-1270 weekdays between 8 – 4 p.m.

### OWLS Healthy Aging Event

Watch the local media for details on our 5th Annual OWLS event to be held in late March. Free health screenings, exercise demonstrations, health and wellness info and so much more will be offered...all targeted to helping you ensure an Older Wiser Living Stronger you!

### Smoking Cessation Classes — FREE

Held periodically throughout the year to accommodate expressed interest. To inquire about upcoming class dates, call 304-596-5700.

### Speakers Bureau — FREE

To arrange a speaker for an upcoming meeting or event, call 304-264-1246.

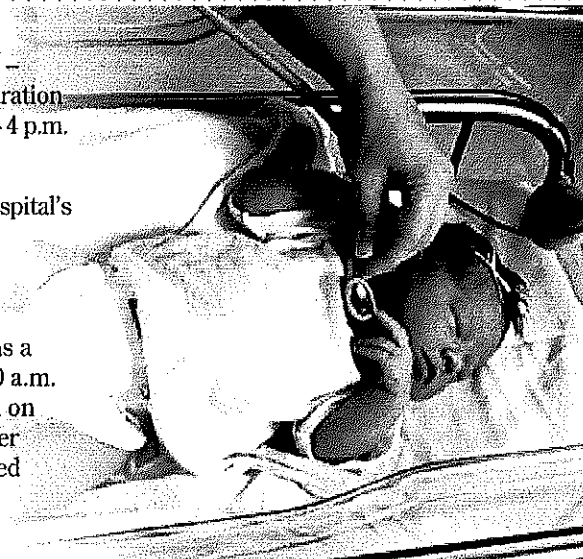
### The Spectrum

A 6-week educational program based on the research of Dr. Dean Ornish. Targeted to individuals who want to prevent heart disease, reduce the risk of developing chronic conditions, or want to learn lifestyle changes to help manage diabetes, hypertension, heart disease and cancer. For dates, specific details and program costs, call 304-264-1287, ext. 1814.

### Wellness Nutrition Counseling

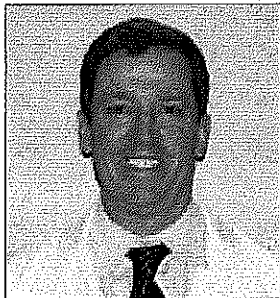
Offered through The Wellness Center for individuals interested in improving their eating habits. Our Registered Dietitian evaluates, assesses and provides food plans based on individual needs. A self-referred/self pay program. The initial session is \$60/\$50 for Wellness Center Members. Call 304-596-6839 for an appointment.

*\*WVU East is proud to be an approved site to offer these comprehensive wellness programs developed by Highmark Blue Cross Blue Shield's Preventative Health Network. Most programs are offered free of charge to Highmark Blue Cross Blue Shield Members or at a reduced fee for the general community.*

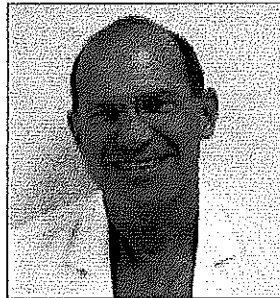


# *Proudly* WVU Hospitals-East Welcomes

At West Virginia University Hospitals-East, we remain diligent in our commitment to recruit highly qualified medical professionals to the region.



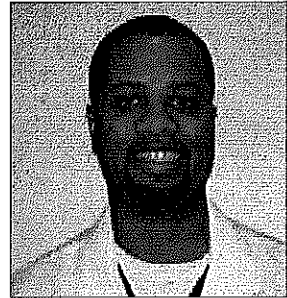
Cameron Cushing, M.D.  
Emergency Medicine  
Jefferson Memorial Hospital



Frederic D'Alauro, M.D.  
Anesthesiology  
City Hospital



Gary Davenport, M.D.  
Hospitalist  
City Hospital



William Hicks, M.D.  
Hospitalist  
City Hospital



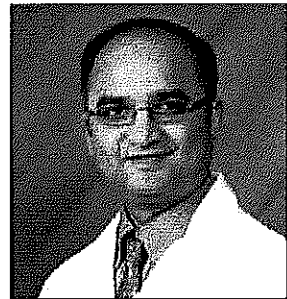
Jessica Johnson, D.O.  
General Surgery  
City Hospital  
Practicing at  
University Surgical Associates  
2011 Professional Court  
Martinsburg, WV  
304-596-6901



Aaron McLaughlin, M.D.  
Family Medicine  
Jefferson Memorial Hospital  
Practicing at  
Harpers Ferry Family Medicine  
171 Taylor Street  
Harpers Ferry, WV  
304-535-6343



Maria Merzouk, D.O.  
Obstetrics/Gynecology  
City Hospital  
Practicing at  
2010 Doctor Oates Drive  
Suite 106  
Martinsburg, WV  
304-264-8603



Gaurav Parikh, M.D.  
Hospitalist  
City Hospital

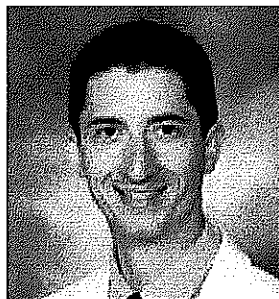
For more information,  
call our free, confidential  
physician & services referral line  
**1.888.WVU.1DOC**



**Kamal Patel M.D.**  
Emergency Medicine  
Jefferson Memorial Hospital

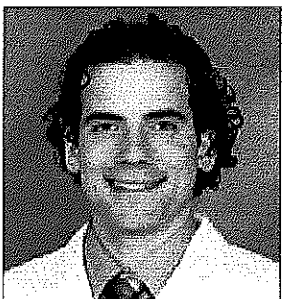


**Sheila Ramirez, M.D.**  
Endocrinology  
City Hospital  
Practicing at  
2000 Foundation Way  
Suite 3100  
Martinsburg, WV  
304-260-1436

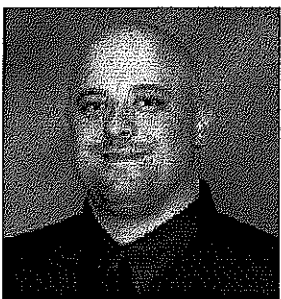


**David Roelkey, M.D.**  
Family Medicine  
Jefferson Memorial Hospital  
Practicing at  
Harpers Ferry Family Medicine  
171 Taylor Street  
Harpers Ferry, WV  
304-535-6343

- Also joining us on a part-time basis
- or as a member of the WVUH-East
- Consulting/Courtesy Staff are:
- Nelson Beccerra, M.D.
- Emergency Department
- Jefferson Memorial Hospital
- Darren Lisse, M.D.
- Emergency Department
- Jefferson Memorial Hospital
- Sheikh Parviz, M.D.
- Infectious Disease
- Shenandoah Community Health Center



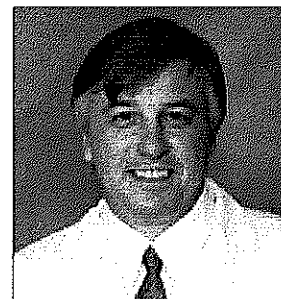
**Majid Shafiei, M.D.**  
Otolaryngology (ENT)  
City Hospital  
Jefferson Memorial Hospital  
Practicing at  
WVUH-East Ear, Nose  
and Throat  
2000 Foundation Way  
Suite 3200  
Martinsburg, WV  
304-262-9400



**Matthew E. Simmons, M.D.**  
Infectious Disease  
City Hospital  
Practicing at  
Panhandle Medical Associates  
65 Healthcare Lane  
Martinsburg, WV  
304-263-6997



**Jahnvi Srivastava, M.D.**  
Hospitalist  
City Hospital



**John Thomas, M.D.**  
General Surgery  
City Hospital  
Practicing at  
University Surgical Associates  
2011 Professional Court  
Martinsburg, WV  
304-596-6901



**WVUH·EAST**  
WEST VIRGINIA UNIVERSITY HOSPITALS

**connections** is published by the WVUH-East Marketing Department. For additional copies, call **304-264-1223**.

**Teresa McCabe**  
Vice-President of Marketing and Development

**Christy Polak**  
Communications Manager  
Writer/Editor

Design by **Kisner Communications**

MEMBER WEST VIRGINIA UNITED HEALTH SYSTEM  **WVUHS**

At WVUH-East we are proud of the level of quality care we provide. Here are a few examples of our most recent recognitions.

Jefferson Memorial Hospital's Laboratory was awarded accreditation by the **Accreditation Committee of the College of American Pathologists (CAP)**.

City Hospital and Jefferson Memorial Hospital received the **Get With The Guidelines® Heart Failure Bronze Quality Achievement Award** from the American Heart Association.

Jefferson Memorial Hospital was awarded a three year term of **Accreditation in Digital Mammography** by the American College of Radiology (ACR).

City Hospital has received **Verification Accreditation** from the American College of Surgeons as a **Level III Trauma Center**.

WVUH-East's Regional Cancer Program received the **Outstanding Achievement Award by the Commission on Cancer (CoC)**, which recognizes the cancer program for striving for excellence in providing quality care to cancer patients.

Jefferson Memorial Hospital has been recognized by **Highmark Quality Blue** for its commitment to improving patient care. JMHI attained the **Maximum Achievement level** by earning a total score of 100% for fiscal year 2011, in addition to a **Best Practice award** for the overall highest Heart Failure Defect-Free Rate.

WVUH-East was named Best Hospital by the **Journal's 2011 Readers Choice Award**.

City Hospital has earned the **2011 Press Ganey Top Improver Award**. This honor recognizes healthcare organizations with an unrelenting commitment to improvement that inspires unwavering dedication across the organization.





11

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

**AGENDA REQUEST FORM**

Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Entity: County Commission

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

Date Requested – 1<sup>st</sup> Choice: June 7, 2012

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

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

**Subject: Approval of Grant Resolution - Jefferson Memorial Hospital - \$25,000**

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

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **motion to approve the grant resolution for the Jefferson Memorial Hospital in the amount of \$25,000 and to authorize the President of the Commission to affix her signature to the appropriate documents**

**Attachments:**

# JEFFERSON COUNTY COMMISSION CHARLES TOWN, WV

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## **RESOLUTION**

The Jefferson County Commission met on the 7<sup>th</sup> day of June, 2012 with a quorum present and passed the following Resolution:

Be It Resolved that the County Commission of Jefferson County, West Virginia, hereby authorizes Patricia A. Noland, President of the Jefferson County Commission, to act on its behalf to enter into a contractual agreement with the West Virginia Development Office to receive and administer grant funds pursuant to provisions of the Community Participation Grant Program in the amount of \$25,000. The funds from this project is for the purchase of technology equipment and supplies to install closed circuit television for the Jefferson Memorial Hospital.

Dated: \_\_\_\_\_

\_\_\_\_\_  
PATRICIA A. NOLAND  
PRESIDENT  
JEFFERSON COUNTY COMMISSION

ATTESTED: \_\_\_\_\_  
County Clerk

10LEDA0978N



WEST VIRGINIA DEVELOPMENT OFFICE

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

January 17, 2012

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

Dear Commissioner Noland:

**RE: Governor's Community Participation Grant Program  
Jefferson County Commission—Improvements to Hospital  
Project Number: 10LEDA0978N (\$25,000)**

Please find enclosed an application for funding through the Governor's Community Participation Grant Program for the above-referenced project. It is our understanding that this grant will be used for improvements to the Jefferson County Hospital Chapel. Upon receipt in our office, your application will be considered for funding.

If I may answer any questions or provide you with additional information, please do not hesitate to call me at 304-558-4010 or send email to [doris.g.mcguffey@wv.gov](mailto:doris.g.mcguffey@wv.gov).

Sincerely,

A handwritten signature in blue ink that reads "Gayle McGuffey".

Doris "Gayle" McGuffey  
Community Development Division

GM:kf

Enclosure

**RECEIVED**

JAN 23 2012

Jefferson County Commission



JOHN R. UNGER II  
MAJORITY LEADER

THE SENATE OF WEST VIRGINIA  
OFFICE OF THE MAJORITY LEADER  
CHARLESTON 25305

ROOM 227-M, STATE CAPITOL  
(304) 357-7933

November 29, 2011

Jefferson County Commission  
Attn: President Patsy Noland  
124 E. Washington Street  
P.O. Box 250  
Charles Town, WV 25414

Dear President Noland:


As your Senator from the 16th District, I am pleased to inform you that I have successfully obtained a grant on behalf of Jefferson Memorial Hospital, in the amount of \$25,000.00. These funds will be used for improvements at Jefferson Memorial Hospital.

Enclosed you will find the original award certificate from the West Virginia Senate to the Jefferson County Commission. You should receive an application from the state agency responsible for processing this type of grant request within the next several weeks. Please review, complete and return the application as soon as possible to avoid any delay in the receipt of your grant.

As the certificate indicates, this grant has been forwarded by the Senate for final consideration. Please be mindful that the final approval of this grant will be contingent upon your eligibility to receive grant funding and final review and approval by the Governor.

I was honored to obtain this grant for Jefferson Memorial Hospital and hope that these monies will be used to continue meeting the needs of those in our community. As always, I thank you for your service to our community and look forward to working with you in the future.

Sincerely,

  
Senator John R. Unger II  
Majority Leader

**RECEIVED**

DEC 05 2011

**Jefferson County Commission**

JRU:tls

cc:

Ms. Christina Coad, Chief Administrative Officer- Jefferson Memorial Hospital  
Mr. Michael Cook, Budget Analyst-West Virginia Senate

**PROJECT NUMBER: 10LEDA0978N \$25,000**

**SECTION 1. GRANTEE**

Local Governing Agency (Grantee): Jefferson County Commission Project Title: Hospital Chapel Improvements  
 Street Address: 124 E. Washington St. City: Charles Town Zip: 25414  
 Chief Elected Official: Patricia Roland, President Email: Sands@jeffersoncountywv.org  
 Phone: (304) 728-1707 Fax: (304) 725-9492 Form Completed By: Arlene Fernandez  
 Brief Description of Project: Improvements for hospital chapel to Anderson  
have televisions in the patient rooms

NOTE: PHOTOGRAPHS WILL BE REQUIRED UPON COMPLETION OF THE PROJECT, PRIOR TO THE RELEASE OF GRANT FUNDS.

**SECTION 2. NONPROFIT ORGANIZATION (SUBGRANTEE)**

Are funds requested for a nonprofit organization?  Yes  No  
 Nonprofit Organization: Jefferson HealthCare Foundation Executive Director: Teresa McKabe  
 Street Address: 300 South Preston St City: Ranson State/Zip: WV 25438  
 Phone: (304) 728-1707 Fax: (304) 725-9492 Email: afernandez-anderson@jeffmem.com  
 Website: www. IRS Cert. (Ex: 501(c) 3, etc.): 55-076891 Yr. Cert: 2004

Federal Nonprofit Certification is attached. This application **WILL NOT** be processed without Federal nonprofit status.

State Regulation Checklist for Nonprofit Organization is attached. This application **WILL NOT** be processed without this Checklist.

**SECTION 3. PROJECT OWNER AND LOCATION**

The use of grant funds at/for private property or private gain or use is prohibited. Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Owner of project site, property or building: WVUH-East Jefferson Memorial Hospital Vicinity/site plan attached?  Yes  No  
 Location and address where grant funds will be used (sufficient to drive to site): 300 South Preston St  
Ranson WV 25438

Upon completion, what government agency will own, operate, or be responsible for the project? Jefferson County Commission

Yes  No Project site(s) or building(s) are owned by a government agency.

Yes  No Project site(s) or building(s) are owned by a nonprofit organization. (If yes, attach copy of property deed).

**SECTION 4. FUNDING SUMMARY**

A minimum of 10 percent is required as a local match. Attach commitment letters for each funding source listed below.

	Amount	Source Grant Program, Bank Loan, Fundraising, Fees, etc.	Status Pending, Approved, Ongoing, etc.	Documentation Letter, Resolution, etc.
a. Grant Funds Requested	\$25,000			
b. Local Funds (10% local match required)	\$ 2,500		approved	
c. Other Funds	\$			
d. Other Funds	\$			
e. Other Funds	\$			
Total Project Cost	\$ 27,500			

**SECTION 5. CERTIFICATION OF STATE REGULATIONS**

**CHECK ITEMS 1-11 BELOW** to certify compliance with the following laws, regulations and requirements by the grantee (municipality, county commission, board of education, public service district, etc.):

1.  **Competitive bids are required for purchases exceeding \$2,500 in cost, as follows:**

▪ \$2,500 or less	▪ No bids required; however, competition is encouraged.
▪ \$2,500.01 to \$5,000	▪ Three verbal bids documented on a verbal bid summary.
▪ \$5,000.01 to \$25,000	▪ Three written bids required.
▪ \$25,000 or more	▪ Class II Legal Ads required.

2.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**  
Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.
3.  **State prevailing wages will be paid for all construction associated with this project. This regulation applies to any and all projects, regardless project cost.**

Wage rates may be obtained from the West Virginia Secretary of State at 304-558-6000, or [www.wvsos.com](http://www.wvsos.com). If federal funds are included, the highest rate (West Virginia or Davis-Bacon) must be paid. All contractors must have a West Virginia contractor's license. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**. These regulations apply to the employment of any contractor or subcontractor for this project, including the following trades and activities:

▪ Construction	▪ Painting
▪ Reconstruction	▪ Decoration
▪ Demolition	▪ Alteration
▪ Enlargement	▪ Repair
▪ Remodeling	▪ Expansion

4.  **The following documents will be required for the release of grant funds:**

▪ Copies of bids, quotes or bid summary
▪ Copy of legal ad, which must require prevailing wages for construction
▪ Copies of certified payroll records
▪ Copies of invoices

5.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**  
The county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
6.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**  
Funds provided to counties and municipalities for grants to nonprofit organization are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**.
7.  **Professional services, such as consulting, shall be obtained through a request for proposals.**
8.  **Architectural or engineering services shall be pursued in accordance with West Virginia Code §5G.**
9.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**
10.  **The use of grant funds at/for private property or private gain is prohibited.**
11.  **Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.**

**SECTION 6. ELIGIBLE PROJECTS**

**ELIGIBLE activities include, but are not limited to, permanent public improvements related to the following:**

▪ Business and Industrial Parks	▪ Land and Property Acquisition
▪ City Hall and Courthouse Facilities	▪ Libraries
▪ Construction and Renovation	▪ Parks and Recreation
▪ Demolition	▪ Parking Facilities
▪ Economic Development	▪ Preservation and Beautification
▪ Emergency Services	▪ Public Safety
▪ Flood and Storm Drainage	▪ Street and Sidewalk Repair
▪ Infrastructure	▪ Technology
▪ Law Enforcement	▪ Water, Wastewater Facilities

**INELIGIBLE activities include, but are not limited to, expendable items related to the following:**

▪ Administrative costs	▪ Private Property
▪ Food	▪ Rent
▪ Clothing	▪ Maintenance
▪ Homeowners Associations	▪ Salaries
▪ Insurance Premiums	▪ Scholarships
▪ Maintenance	▪ Sports Uniforms
▪ Medical Programs	▪ Training and Speakers' Fees
▪ National Dues	▪ Travel Expenses
▪ Postage	▪ Utility Costs

**PROJECT DESCRIPTION**

Describe in **SPECIFIC TERMS** the scope of work to be completed and the proposed use(s) of grant funds.

Purchase of hardware, software and all other equipment necessary to install closed circuit television in all patient rooms, emergency department rooms and all waiting areas plus cafeteria. Closed circuit television will be used to help provide information to patients, families, visitors about services at hospital. Closed circuit tv will help provide spiritual care services recorded or live feed into patient rooms and areas to allow for spiritual help + guidance to patients when ill and in hospital. Purchase of closed circuit tv will also help healthcare team provide better quality discharges by allow team to show patients video instructions for discharge instructions are care upon leaving the hospital. It will help patients hopefully decrease possibility of readmission by better explaining instructions + procedures of what they need to do upon leaving the hospital. Hardware also to include microphone + speaker system for chapel.

If funds are requested for a nonprofit organization, provide mission statement. Attach brochure /web pages if available.

# Checklist for Nonprofit Organizations

**Must Be Submitted With Application for Community Participation Grant Program Funding for Nonprofit Organizations**

1. Local Government Agency: Jefferson County Commission Chief Elected Official: \_\_\_\_\_  
 Project Title: Hospital Chapel Improvements Amount of Grant: \$ 25,000  
 Form Completed By: Arlene Fernandez Anderson Phone: (304) 728-1707 Fax: (304) 725-9492
2. Nonprofit Organization: Jefferson Healthcare Foundation Executive Director: Teresa McCable  
 Street Address, City, Zip: 300 South Preston, Ranson WV Phone: (304) 948-1707 Fax: (304) 725-9492
- Federal nonprofit certification, 501c determination letter from Internal Revenue Service attached.  
 Mission statement, brochure, or web pages explaining mission of the organization and services it provides attached.

**CERTIFICATIONS AND ASSURANCES**

**CHECK ALL ITEMS BELOW** to certify compliance with the following laws, regulations and requirements:

3.  **Competitive bids are required for purchases exceeding \$2,500 in cost, as follows:**
- |                          |  |
|--------------------------|--|
| ▪ \$2,500 or less        | ▪ No bids required; however, competition is encouraged |
| ▪ \$2,500.01 to \$5,000  | ▪ Three verbal bids documented on a verbal bid summary |
| ▪ \$5,000.01 to \$25,000 | ▪ Three written bids required                          |
| ▪ \$25,000 or more       | ▪ Class II Legal Ads required                          |
4.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**  
 Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.
5.  **State prevailing wages will be paid for all construction associated with this project, regardless of the cost.**  
 West Virginia prevailing wages must be paid for all construction projects using state grant funds. All contractors must have a West Virginia contractor's license. These regulations apply to every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work. If federal funds are included, the highest rate (West Virginia or Davis-Bacon) will be paid. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
6.  **The following documents will be required for the release of grant funds.**
- |  |
|--|
| ▪ Copies of bids, quotes or verbal bid summary                           |
| ▪ Copy of legal ad, which must require prevailing wages for construction |
| ▪ Copies of certified payroll records for construction                   |
| ▪ Copies of invoices.  |
7.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**  
 The county or municipality must act as the administrator of grant funds for to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
8.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**  
 Funds provided to counties and municipalities for grants to nonprofit organizations are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
9.  **Professional services shall be obtained through a request for proposals.**  
 Architectural or engineering services shall be obtained in accordance with West Virginia Code §5G.
10.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**
11.  **The use of grant funds at/for private property or private gain is prohibited.**  
 Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Signature: *Teresa McCable* Date: 5/3/12  
**Executive Director, Nonprofit Organization**  
**ORIGINAL SIGNATURE REQUIRED**

## SECTION 7. ASSURANCES

The applicant hereby assures and certifies that it shall comply with the following regulations, policies, and requirements:

- A. The applicant assures the State that it will perform the work for which the grant was made as determined by the State.
- B. The applicant assures the State that it has or will secure qualified personnel to administer a grant, and that the costs to administer the grant will be paid for by the applicant.
- C. The applicant assures the State that it will have started work on the project before the end of the fiscal year in which the grant award is made.
- D. The applicant assures the State that it understands that the amount of the grant award cannot be increased without the written consent of the Governor.
- E. The applicant assures the State that payment for work performed will be requested in writing with copies of invoices attached that document the costs of each work segment making up the total amount of funds requested.
- F. The applicant assures the State that it understands that ten percent of the grant award will be held by the State as retainage, pending receipt of a written certificate of substantial completion attached to any final invoices for work not already paid.
- G. The applicant assures the State that it understands that by letter the State can terminate for cause an applicant's grant agreement with the amount of funds recovered equal to the percentage of incomplete work. The applicant further assures the State that it understands that it can be terminated by letter any grant agreement with the State before costs are incurred on the project.
- H. The applicant assures the State that any changes in the scope of work specified in a grant agreement will first be submitted in writing to the State for approval by change order.
- I. The applicant assures the State that in its hiring practices for work to be performed it will comply with the equal employment provisions of Titles VI and VII of the 1964 Civil Rights Act, and Presidential Executive Orders 11246 and 11375, as amended.
- J. **The applicant assures the State that competitive bids will be solicited on any major work element exceeding \$2,500 in cost.** Competitive bidding shall be pursued in all instances.
- K. **Competitive bidding requirements, at a minimum, are as follows: Commodities and services expected to cost \$2,500 or less require no bids; however, competition is encouraged. Purchases between \$2,500.01 and \$5,000 require three verbal bids to be documented on a verbal bid quotation summary. Purchases \$5,000.01 to \$25,000 require three written bids.**
- L. **The Grantee shall solicit competitive, sealed bids for commodities and supplies related to this project which have an estimated value of more than \$25,000. Any attempts by the Grantee to segregate the project into sections having an estimated value of less than \$25,000 shall be cause for termination.** The receipt and utilization of funds procured through this program mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.
- M. **Bids shall be obtained by public notice as a Class II legal advertisement in compliance with the provisions West Virginia Code §59-3.** This notice shall be published by the Grantee in the newspaper with the largest circulation serving the general area once a week for two successive weeks prior to the final bid date.
- N. The applicant assures the State that **State prevailing wage rates will be paid on contract construction unless federal funds are included in the project, in which case, the higher of the State's or Davis-Bacon wage rates will be paid on all contract construction.**
- O. Every contract involving **construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work** which involves the employment of any contractor and/or subcontractor necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such contract, must comply with the West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A. **This law applies to all construction contracts, regardless of cost. The receipt and utilization of funds procured under this agreement mandate that all construction contracts necessary for the undertaking and completion of this project, regardless of the source of funds utilized to pay such construction contracts, must comply with the provisions of West Virginia Code §21-5A.**
- P. The applicant assures the State that any part of the project to be occupied by the general public will be made accessible to the handicapped.
- Q. The applicant assures the State that any permits, licenses, or other requirements of particular State or Federal agencies necessary for the project's design, construction, or operation will be secured.
- R. The applicant assures the State that it will not subgrant any of the grant funds received to any of its officials or employees or the members of their families or to employees of the WVDO or members of the State Legislature in any contracts awarded for work to be performed.
- S. The applicant assures the State that it will maintain and have available for inspection on written request by the State all records kept on the project including bid documents, copies of all contracts, contractors' payrolls, time sheets, and invoices. The applicant further assures the State that it will schedule an audit of any grant funds to be included in its annual audit as performed by the State Tax Department.
- T. The applicant assures the State, by evidence of attaching a resolution, motion, or similar action passed by its governing body, that it has the legal authority to apply for this grant, commit any local matching shares, authorize the person signing the grant to act as an agent for the applicant to answer any questions by the State about the application, and to abide by the understandings and assurances described in this section.
- U. As the grantee, the county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with sub-grantees so that property and/or assets acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.

**SECTION 8. SIGNATURE AND RESOLUTION**

**This application must contain the following:**

- Application with Original Signature**
- Resolution by Unit of Local Government**
- Documentation of Local Match (Minimum 10 Percent)**
- Nonprofit Application Checklist with Original Signature – Required for Nonprofit Organizations**
- IRS 501(c) Determination Letter - Required for Nonprofit Organizations**

To the best of my knowledge, the information contained in this application is true and correct; the submission thereof has been duly authorized by the governing body; and the applicant will comply with the regulations, policies, guidelines and requirements outlined by the State of West Virginia. If the recipient is a nonprofit organization, the county or municipality certifies that this nonprofit organization is legally authorized to receive public funds.

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

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

**Mayor or County Commission President**  
**ORIGINAL SIGNATURE REQUIRED**

**West Virginia Development Office**  
**Community Development Division**  
**Community Participation Grant Program**  
1900 Kanawha Boulevard, East Building 6, Room 553  
Charleston, West Virginia 25305  
Phone: 304-558-4010 Fax: 304-558-2246  
[www.wvcommerce.org](http://www.wvcommerce.org)



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 12 2004

JEFFERSON HEALTH CARE FOUNDATION  
INC  
300 S PRESTON ST  
RANSON, WV 25438-1631

Employer Identification Number:  
55-0768901  
DLN:  
17053094788054  
Contact Person: FRANCIS E BERNHARDT ID# 31258  
Contact Telephone Number:  
(877) 829-5500  
Public Charity Status:  
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated November 16, 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

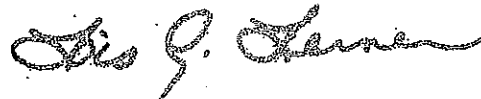
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

3107674

Letter 1050 (DO/CG)

**PROJECT NUMBER: 10LEDA0978N \$25,000**

**SECTION 1. GRANTEE**

Local Governing Agency (Grantee): Jefferson County Commission Project Title: Hospital Chapel Improvements  
 Street Address: 124 E. Washington St. City: Charles Town Zip: 25414  
 Chief Elected Official: Patricia Roland, President Email: Sands@jeffersoncounty.wv.org  
 Phone: (304) 728-1707 Fax: (304) 725-9492 Form Completed By: Arlene Fernandez  
 Brief Description of Project: Improvements for hospital chapel to Anderson  
have televisions in the patient rooms

NOTE: PHOTOGRAPHS WILL BE REQUIRED UPON COMPLETION OF THE PROJECT, PRIOR TO THE RELEASE OF GRANT FUNDS.

**SECTION 2. NONPROFIT ORGANIZATION (SUBGRANTEE)**

Are funds requested for a nonprofit organization?  Yes  No  
 Nonprofit Organization: Jefferson Healthcare Foundation Executive Director: Teresa McKabe  
 Street Address: 300 South Preston St City: Ranson State/Zip: WV 25438  
 Phone: (304) 728-1707 Fax: (304) 725-9492 Email: a.fernandez-anderson@jeffmem.com  
 Website: www. IRS Cert. (Ex: 501(c) 3, etc.): 55-076891 Fr. Cert: 2004

Federal Nonprofit Certification is attached. This application **WILL NOT** be processed without Federal nonprofit status.

State Regulation Checklist for Nonprofit Organization is attached. This application **WILL NOT** be processed without this Checklist.

**SECTION 3. PROJECT OWNER AND LOCATION**

The use of grant funds at/for private property or private gain or use is prohibited. Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Owner of project site, property or building: WVUH-East Jefferson Memorial Hospital Vicinity/site plan attached?  Yes  No  
 Location and address where grant funds will be used (sufficient to drive to site): 300 South Preston St  
Ranson WV 25438

Upon completion, what government agency will own, operate, or be responsible for the project? Jefferson County Commission

Yes  No Project site(s) or building(s) are owned by a government agency.

Yes  No Project site(s) or building(s) are owned by a nonprofit organization. (If yes, attach copy of property deed).

**SECTION 4. FUNDING SUMMARY**

A minimum of 10 percent is required as a local match. Attach commitment letters for each funding source listed below.

	Amount	Source Grant Program, Bank Loan, Fundraising, Fees, etc.	Status Pending, Approved, Ongoing, etc.	Documentation Letter, Resolution, etc.
a. Grant Funds Requested	\$25,000			
b. Local Funds (10% local match required)	\$ 2500		approved	
c. Other Funds	\$			
d. Other Funds	\$			
e. Other Funds	\$			
Total Project Cost	\$ 27,500			

**SECTION 5. CERTIFICATION OF STATE REGULATIONS**

**CHECK ITEMS 1-11 BELOW** to certify compliance with the following laws, regulations and requirements by the grantee (municipality, county commission, board of education, public service district, etc.):

1.  **Competitive bids are required for purchases exceeding \$2,500 in cost, as follows:**

▪ \$2,500 or less	▪ No bids required; however, competition is encouraged.
▪ \$2,500.01 to \$5,000	▪ Three verbal bids documented on a verbal bid summary.
▪ \$5,000.01 to \$25,000	▪ Three written bids required.
▪ \$25,000 or more	▪ Class II Legal Ads required.

2.  **Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.**  
Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.
3.  **State prevailing wages will be paid for all construction associated with this project. This regulation applies to any and all projects, regardless project cost.**

Wage rates may be obtained from the West Virginia Secretary of State at 304-558-6000, or [www.wvsos.com](http://www.wvsos.com). If federal funds are included, the highest rate (West Virginia or Davis-Bacon) must be paid. All contractors must have a West Virginia contractor's license. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**. These regulations apply to the employment of any contractor or subcontractor for this project, including the following trades and activities:

▪ Construction	▪ Painting
▪ Reconstruction	▪ Decoration
▪ Demolition	▪ Alteration
▪ Enlargement	▪ Repair
▪ Remodeling	▪ Expansion

4.  **The following documents will be required for the release of grant funds:**

▪ Copies of bids, quotes or bid summary
▪ Copy of legal ad, which must require prevailing wages for construction
▪ Copies of certified payroll records
▪ Copies of invoices

5.  **Counties and municipalities may sponsor the applications of federally certified nonprofit organizations.**  
The county or municipality must act as the administrator of any grant funds provided to nonprofit organizations, and maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
6.  **State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.**  
Funds provided to counties and municipalities for grants to nonprofit organization are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A**.
7.  **Professional services, such as consulting, shall be obtained through a request for proposals.**
8.  **Architectural or engineering services shall be pursued in accordance with West Virginia Code §5G.**
9.  **No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.**
10.  **The use of grant funds at/for private property or private gain is prohibited.**
11.  **Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.**

**SECTION 6. ELIGIBLE PROJECTS**

**ELIGIBLE activities include, but are not limited to, permanent public improvements related to the following:**

▪ Business and Industrial Parks	▪ Land and Property Acquisition
▪ City Hall and Courthouse Facilities	▪ Libraries
▪ Construction and Renovation	▪ Parks and Recreation
▪ Demolition	▪ Parking Facilities
▪ Economic Development	▪ Preservation and Beautification
▪ Emergency Services	▪ Public Safety
▪ Flood and Storm Drainage	▪ Street and Sidewalk Repair
▪ Infrastructure	▪ Technology
▪ Law Enforcement	▪ Water, Wastewater Facilities

**INELIGIBLE activities include, but are not limited to, expendable items related to the following:**

▪ Administrative costs	▪ Private Property
▪ Food	▪ Rent
▪ Clothing	▪ Maintenance
▪ Homeowners Associations	▪ Salaries
▪ Insurance Premiums	▪ Scholarships
▪ Maintenance	▪ Sports Uniforms
▪ Medical Programs	▪ Training and Speakers' Fees
▪ National Dues	▪ Travel Expenses
▪ Postage	▪ Utility Costs

**PROJECT DESCRIPTION**

Describe in **SPECIFIC TERMS** the scope of work to be completed and the proposed use(s) of grant funds.

Purchase of hardware, software and all other equipment necessary to install closed circuit television in all patient rooms, emergency department rooms and all waiting areas plus cafeteria. Closed circuit television will be used to help provide information to patients, families, visitors about services at hospital. Closed circuit tv will help provide spiritual care services recorded or live feed into patient rooms and areas to allow for spiritual help & guidance to patients when ill and in hospital. Purchase of closed circuit tv will also help healthcare team provide better quality discharges by allowing team to show patients video instructions for discharge instructions are care upon leaving the hospital. It will help patients hopefully decrease possibility of readmission by better explaining instructions & procedures of what they need to do upon leaving the hospital. Hardware also to include microphone & speaker system for chapel.

If funds are requested for a nonprofit organization, provide mission statement. Attach brochure /web pages if available.

# Checklist for Nonprofit Organizations

**Must Be Submitted With Application for Community Participation Grant Program Funding for Nonprofit Organizations**

1. Local Government Agency: Jefferson County Commission Chief Elected Official: \_\_\_\_\_  
 Project Title: Hospital Chapel Improvements Amount of Grant: \$ 257,000  
 Form Completed By: Arlene Fernandez Anderson Phone: (304) 728-1707 Fax: (304) 725-9492
2. Nonprofit Organization: Jefferson Healthcare Foundation Executive Director: Teresa McCable  
 Street Address, City, Zip: 300 South Preston, Ranson, WV 25425-1707 Phone: (304) 728-1707 Fax: (304) 725-9492
- Federal nonprofit certification, 501c determination letter from Internal Revenue Service attached.  
 Mission statement, brochure, or web pages explaining mission of the organization and services it provides attached.

## CERTIFICATIONS AND ASSURANCES

**CHECK ALL ITEMS BELOW** to certify compliance with the following laws, regulations and requirements:

3.  Competitive bids are required for purchases exceeding \$2,500 in cost, as follows:

▪ \$2,500 or less	▪ No bids required; however, competition is encouraged
▪ \$2,500.01 to \$5,000	▪ Three verbal bids documented on a verbal bid summary
▪ \$5,000.01 to \$25,000	▪ Three written bids required
▪ \$25,000 or more	▪ Class II Legal Ads required

4.  Sealed bids are required for any portion of this project with an estimated value of more than \$25,000.  
 Any attempt to segregate the project into sections of less than \$25,000 shall be cause for termination. Bids shall be obtained by public notice as a Class II legal advertisement in compliance with West Virginia Code §59-3. The ad must be published in the newspaper with the largest circulation in the area once a week for two successive weeks prior to the final bid date.
5.  State prevailing wages will be paid for all construction associated with this project, regardless of the cost.  
 West Virginia prevailing wages must be paid for all construction projects using state grant funds. All contractors must have a West Virginia contractor's license. These regulations apply to every contract involving construction, reconstruction, demolition, improvement, enlargement, painting, decoration, alteration, and/or repair work. If federal funds are included, the highest rate (West Virginia or Davis-Bacon) will be paid. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
6.  The following documents will be required for the release of grant funds.
- |  |
|--|
| ▪ Copies of bids, quotes or verbal bid summary                           |
| ▪ Copy of legal ad, which must require prevailing wages for construction |
| ▪ Copies of certified payroll records for construction                   |
| ▪ Copies of invoices.  |
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 The county or municipality must act as the administrator of grant funds for to nonprofit organizations, and must maintain fiduciary responsibility for the expenditure of funds. Grantees are encouraged to execute intergovernmental agreements with subgrantees so that property acquired with grant funds will revert to the grantee if the nonprofit organization is dissolved.
8.  State requirements for bidding and prevailing wage apply to federally certified nonprofit organizations.  
 Funds provided to counties and municipalities for grants to nonprofit organizations are subject to all state and local requirements regarding audits, competitive bidding and prevailing wages. All construction must comply with the **West Virginia Act on Wages on Construction of Public Improvements, West Virginia Code §21-5A.**
9.  Professional services shall be obtained through a request for proposals.  
 Architectural or engineering services shall be obtained in accordance with West Virginia Code §5G.
10.  No costs should be incurred or commitments made relative to a grant prior to the approval of this grant and the execution of a contract with the State of West Virginia.
11.  The use of grant funds at/for private property or private gain is prohibited.  
 Project sites and buildings must be publicly owned or owned by a federally certified nonprofit organization.

Signature: Don P. Mink Date: 5/3/12  
 Executive Director, Nonprofit Organization  
**ORIGINAL SIGNATURE REQUIRED**

## **SECTION 7. ASSURANCES**

**The applicant hereby assures and certifies that it shall comply with the following regulations, policies, and requirements:**

- A. The applicant assures the State that it will perform the work for which the grant was made as determined by the State.
- B. The applicant assures the State that it has or will secure qualified personnel to administer a grant, and that the costs to administer the grant will be paid for by the applicant.
- C. The applicant assures the State that it will have started work on the project before the end of the fiscal year in which the grant award is made.
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- Documentation of Local Match (Minimum 10 Percent)**
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- IRS 501(c) Determination Letter - Required for Nonprofit Organizations**

To the best of my knowledge, the information contained in this application is true and correct; the submission thereof has been duly authorized by the governing body; and the applicant will comply with the regulations, policies, guidelines and requirements outlined by the State of West Virginia. If the recipient is a nonprofit organization, the county or municipality certifies that this nonprofit organization is legally authorized to receive public funds.

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

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

**Mayor or County Commission President**  
**ORIGINAL SIGNATURE REQUIRED**

**West Virginia Development Office**  
**Community Development Division**  
**Community Participation Grant Program**  
1900 Kanawha Boulevard, East Building 6, Room 553  
Charleston, West Virginia 25305  
Phone: 304-558-4010 Fax: 304-558-2246  
[www.wvcommerce.org](http://www.wvcommerce.org)



INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUL 12 2004

JEFFERSON HEALTH CARE FOUNDATION  
INC  
300 S PRESTON ST  
RANSON, WV 25438-1631

Employer Identification Number:  
55-0768901  
DIN:  
17053094788054  
Contact Person: FRANCIS E BERNHARDT ID# 31258  
Contact Telephone Number:  
(877) 829-5500  
Public Charity Status:  
170(b)(1)(A)(vi.)

Dear Applicant:

Our letter dated November 16, 2000, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

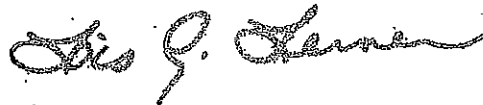
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at [www.irs.gov](http://www.irs.gov).

If you have general questions about exempt organizations, please call our toll-free number shown in the heading between 8:00 a.m. - 6:30 p.m. Eastern time.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

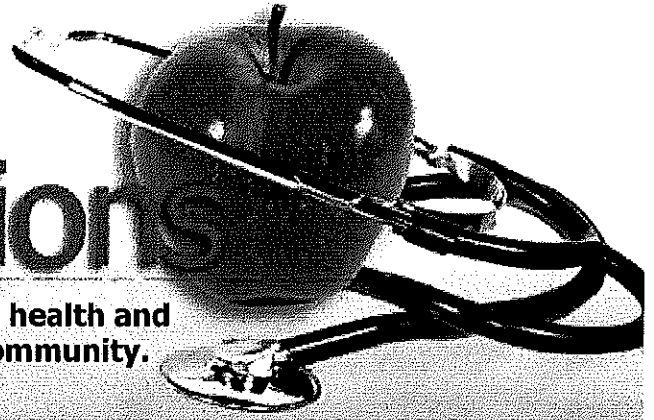
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Letter 1050 (DO/CG)

Winter 2012

# connections

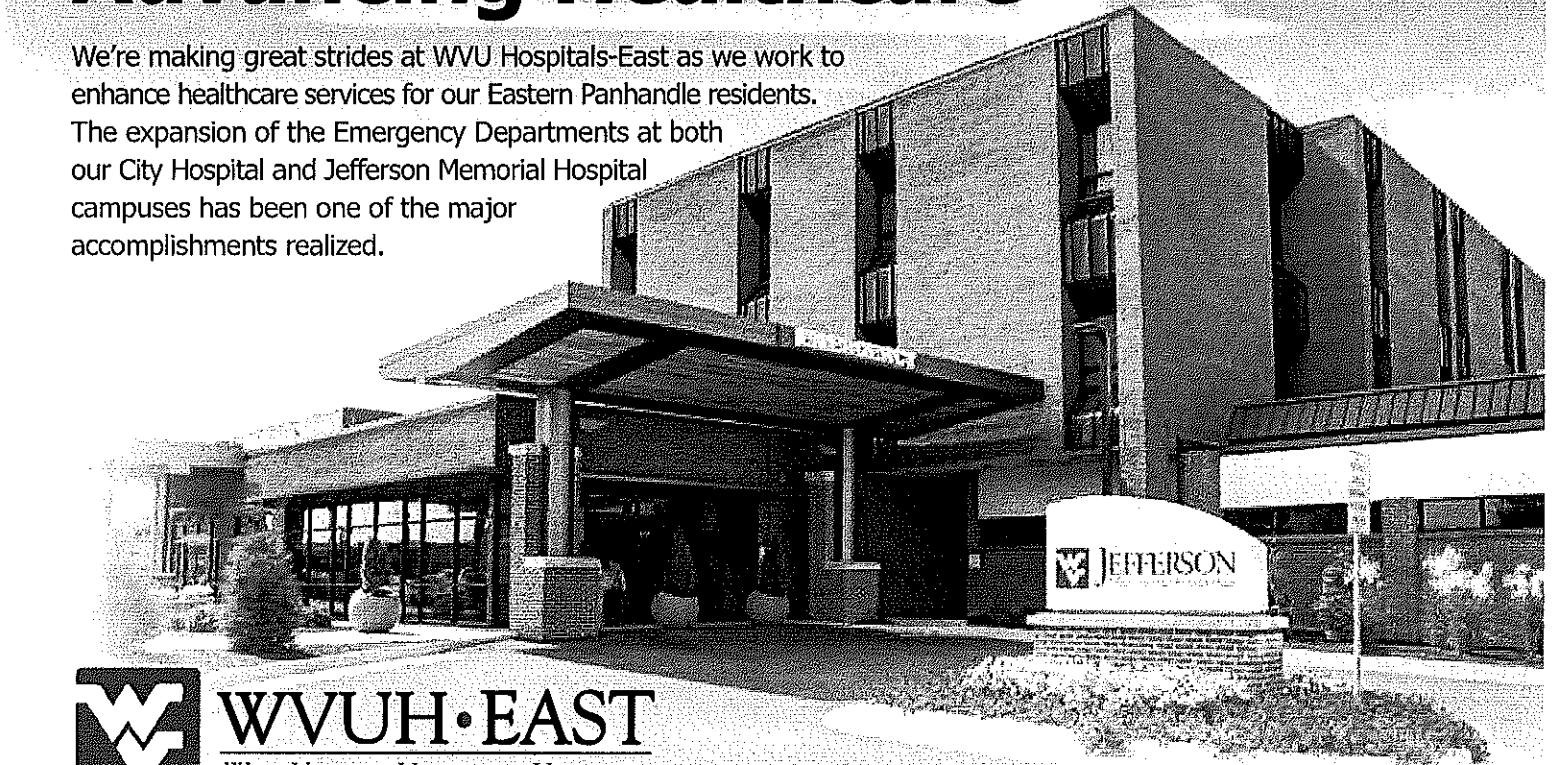
A newsletter dedicated to promoting the health and well-being of our Eastern Panhandle Community.



## Advancing Healthcare


We're making great strides at WVU Hospitals-East as we work to enhance healthcare services for our Eastern Panhandle residents.

The expansion of the Emergency Departments at both our City Hospital and Jefferson Memorial Hospital campuses has been one of the major accomplishments realized.



**WVUH·EAST**

WEST VIRGINIA UNIVERSITY HOSPITALS

MEMBER-WEST VIRGINIA UNITED HEALTH SYSTEM  WVUHS

[www.wvuh-east.org](http://www.wvuh-east.org)

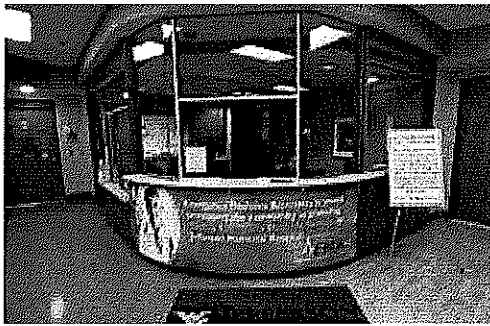


*"It's no fun having to go to the ER, particularly when its for one of your children, but we were very impressed with the care given to our son and how attentive they were to explaining everything they were doing and why. It was a big difference from past years. We were very pleased."*  
— Mr. and Mrs. Parsons, Glengary

The **Emergency Department** at Jefferson Memorial Hospital now includes 14 private rooms and a 4-bed Minor Care Unit. With a focus given to optimizing functionality and operational flow, the expansion of this department will allow staff to care for 30,000 visits annually. Since 2011, Emergency Medicine Associates (EMA) has provided physician staffing for the department.

In late October, the completion of Phase II of City Hospital's \$11 million dollar Emergency Department expansion and renovation project was completed, bringing the department to a 40 bed private room capacity, in addition to the 9-bed minor Emergency Care Unit. While current patient volumes average 45,000 visits per year, the department is equipped to handle up to 65,000 patient visits annually. Salutis Emergency Specialists provides physician staffing for City Hospital's emergency department, as they have done since 1995.

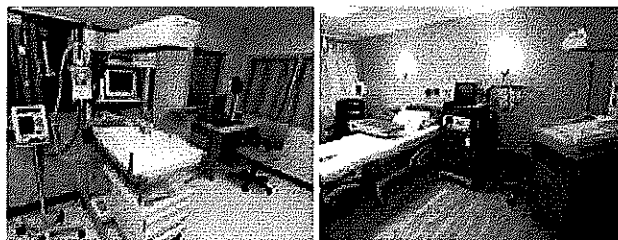
Both Emergency Department facilities are equipped with the most state-of-the-art technology and staff share a commitment to providing quality patient care, while reducing patient wait time, and increasing patient satisfaction.



*"I was very apprehensive about how my pain would be managed and the nurses at City Hospital took such excellent care of me. I felt so comfortable and secure in knowing me and my baby were in such good hands. I also appreciated my best friend was allowed to share in this experience."*

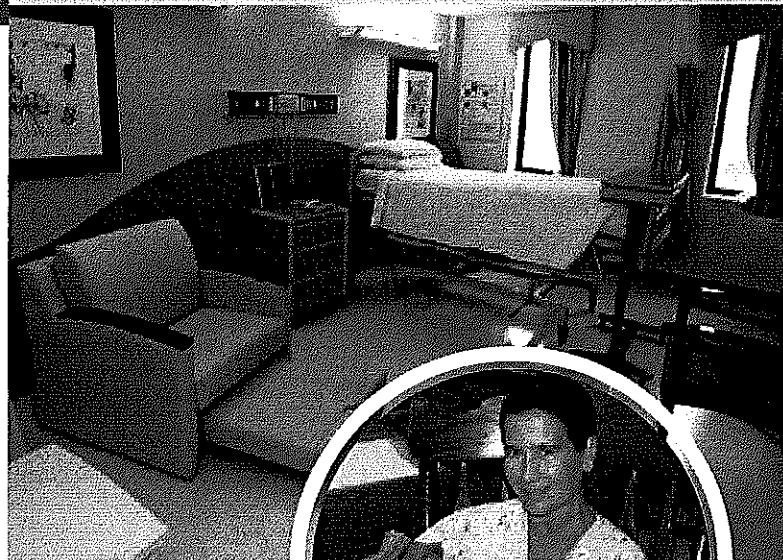
— Gabriela Nieves, Inwood  
new mother of Baby Gabriela





*"We were spoiled. All the Nursing Staff on the Birthing Center at Jefferson Memorial Hospital was wonderful, kind and understanding. It was a beautiful experience for us."*

*– Skip Shirley and Dana Gisvold, Inwood  
new parents of Baby Dalton Lane*



To enhance the **birthing experience** for those welcoming a new addition to their family, both City Hospital and Jefferson Memorial Hospital have completely renovated their labor and delivery suites. The units boast a warm, inviting home-like environment and promote an atmosphere of active involvement by the entire family. The renovations have allowed for the creation of all private rooms and baths.

While careful attention was given to making the delivery suites attractive and family friendly, an equal focus has been to improve access to more intensive care for mothers with certain high risk pregnancies. We are pleased to announce that the West Virginia Health Care Authority has approved a certificate of need (CON) application to open a Level IIB neonatal intensive care unit (NICU) at City Hospital. Some of the recommended pediatric specialists needed to establish this service will be accessed through telemedicine in conjunction with West Virginia University Hospitals in Morgantown. By adding this Level II NICU locally, we will be able to provide care for babies with low birth rate or who are recovering from more serious conditions — close to home. Planning and implementation of this new service will be underway soon.

*"The Womens Imaging Center offered a very comfortable, friendly and relaxed atmosphere and I was very impressed with the new equipment. It's nice to have this type of facility in our community."*

*– Kathy Davis, Charles Town*

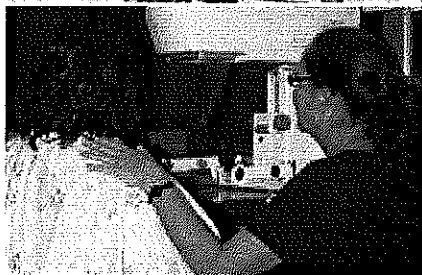


Keeping at the forefront in the latest in technology, City Hospital and Jefferson Memorial Hospital have expanded and enhanced their **women's health services**. At Jefferson Memorial Hospital, the Grand Opening of the new Womens Imaging Center took place in June. Located directly across from the Hospital at 207 S. Preston Street, the Center features the latest in digital mammography and stereotactic breast biopsy equipment. It is also the first women's center in West Virginia, and one of the few in the US, to offer 3D breast tomosynthesis for breast cancer screening.

The new imaging center also features ultrasound and bone density testing, and the design of the facility offers a relaxing waiting area, larger dressing rooms and more privacy.

Just recently, The Breast Care Center at City Hospital moved to a more convenient location off the main 1st Floor corridor of the Hospital and has been renovated and expanded to accommodate the new stereotactic breast biopsy equipment at this location.

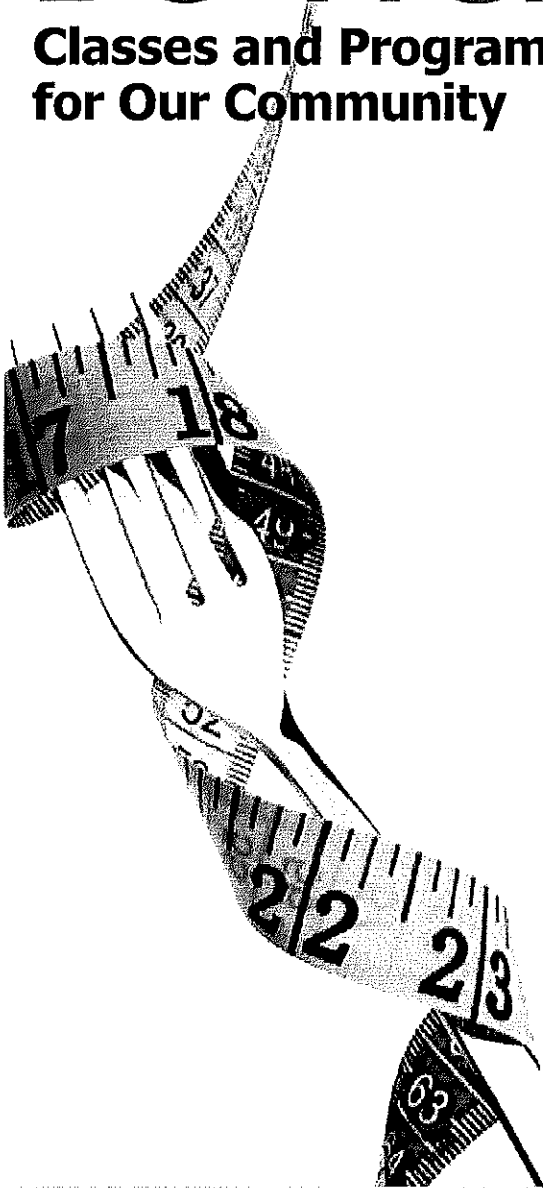
*"I had planned to go to another hospital but I decided to give City Hospital a try and they were very accommodating with my schedule. It was a very pleasant experience all the way around."* – Marsha Waugh, Hedgesville



At WVUH-East we remain focused on our goals to bring healthcare to a whole new level for the benefit of our Eastern Panhandle residents. We look forward to an even brighter future ahead as we continue working to bring you the high quality healthcare you want...and deserve.

# Be Well

## Classes and Programs for Our Community



To find out more,  
 call our WVUH-East  
 Physician and Services  
 Referral Line:  
**1.888.WVU.1DOC**  
 or visit our website  
**www.wvuh-east.org**

### Support Groups

- Alcoholics Anonymous**  
 Every Saturday at 2 p.m. in City Hospital's Meeting Room 1.
- Cancer Survivor/Patient Support Group**  
 The second Wednesday of each month at 6:30 p.m. in the McCormack Center's 2nd Floor Conference Room on City Hospital's Campus.
- Children With Diabetes Support Group**  
 The second Saturday of each month from 10 – 11 a.m. in City Hospital's Meeting Room 1.
- Diabetes Support Group**  
 City Campus: The third Monday of each month at 7 p.m. in City Hospital's Meeting Room 1.  
 Jefferson Campus: The last Tuesday of each month at 5:30 p.m. in the Hospital's 3rd Floor Classroom.
- Parkinson's Disease Support Group**  
 The fourth Wednesday of each month (with occasional exceptions) at 6:30 p.m. in the McCormack Center's 2nd Floor Conference Room.
- Prostate Cancer/Awareness Support Group**  
 The second Thursday of each month at 6:30 p.m. in the McCormack Center's 2nd Floor Conference Room.
- Pulmonary Hypertension Support Group**  
 Quarterly meetings are held. The next meeting is scheduled for Saturday, February 18th, at 10 a.m. in City Hospital's Meeting Room 1.
- Teens Diabetes Support Group**  
 The third Sunday of each month beginning at 4 p.m. Meeting locations vary. Call 304-596-6839 for further details.

### American Cancer Society Resources

**Cancer Support and Education**  
 The American Cancer Society and the WVUH-East Regional Cancer Program offer a Resource Room, located on the First Floor of the McCormack Center (on City Hospital's Campus). Staffed by volunteers, the Resource Room offers free information on programs, services, as well as educational materials for cancer patients and their loved ones. Typical hours of operation are weekdays from 10 – 2 p.m. or appointments may be made by calling 304-260-1477.

Details on the American Cancer Society sponsored programs, Look Good, Feel Better; Reach To Recovery; and/or Road to Recovery may be obtained by calling 304-260-1477 or 1-800-227-2345.

### Health and

**BodyWorks — FRE**  
 This 8-week program be role models for th (targeted ages 9 to 1: families with the tool they need to establish and activity habits. A pr on January 17th at 6:15 to start March 26th. community organizati Funding for this activ by the U.S. Departm Services Office on W

#### Community Mini-M FREE

Sponsored by WVUF Sciences Center East seminars are held th Robert C. Byrd Healt the McCormack Cent On Tuesday, January and Maria Merzouk will present a prograi Cardiologist Dr. Neal Internal Medicine, w prevention on Tuesd. registration for the pr with the presentation reservations, call 304

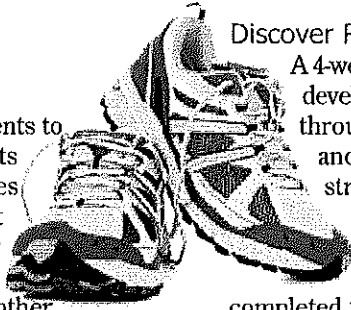
**Diabetes Self-Mana**  
 This 4-week program diabetes about diet an glucose monitoring, foot and skin care, an on January 6, 2012 fr Jefferson Memorial H Room. An evening se from 6 – 8 p.m. Pre-r calling 304-728-1693.

### Maternal/Fa

**Birthing Class Serie**  
 City Campus: A Thu: January 5th and again night series begins o to start on April 3rd Se in the Hospital's 8th J \$75 for the entire 5-w Pre-register is require —menu selection #2.

Jefferson Campus: H 4-week series begins o to start on March 1st 7 – 9 p.m. in the Hosj Room. The cost is \$6i is required by calling

## Safety



EWVUH-East teaches parents to help their adolescents (ages 13 and 14) and provides support and resources for a better eating program begins at 6:30 p.m., with another session on February 21st. WVUH-East is one of several organizations sponsoring this program. Availability is made possible in part by the Department of Health and Human Services and Women's Health.

### Medical School Seminars —

EWVUH-East and the WVU Health Services Center, Northern Division, educational programs throughout the year in the Health Sciences Center, behind the main building on City Hospital's Campus. On February 17th, Drs. Krista Hopkins (Obstetrician/Gynecologists) and Dr. Cathy Funk will discuss heart disease and prevention. The program begins at 6:30 p.m., with a registration session from 7 – 8 p.m. For more information, call 304-264-1287, ext. 1760.

**Management Classes — FREE**  
EWVUH-East educates the person with diabetes on meal planning, medications, exercise, hygiene including foot care and more. A class series begins on February 10 a.m. to 12 noon in City Hospital's 1st Floor Conference Room. Registration will begin on April 2nd. Pre-registration is required by calling 304-264-1287, ext. 1760.

## Family Education

EWVUH-East offers a Tuesday night series begins on March 1, 2012. A Tuesday session on February 7th, with another session on February 21st. Sessions are held from 6 – 8 p.m. in City Hospital's 1st Floor Classroom. The fee is \$10 per class. For more information, call 304-264-1297.

EWVUH-East offers a series held on Thursday evenings, a session on January 5, 2012, with another session on February 21st. Sessions are held from 6 – 8 p.m. in City Hospital's 1st Floor Conference Room. The fee is \$10 per class. For more information, call 304-264-1297.

### Discover Relaxation Within I\*

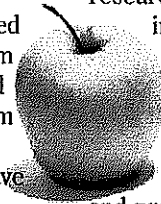
A 4-week lifestyle improvement program developed to manage everyday stress through practical relaxation techniques and innovative stress management strategies. For dates, specific details and program cost, call 304-264-1287, ext. 1814. An advanced program is also available for individuals who have completed the initial 4-week series.

### Drop 10 In 10\*

An exciting 10 week weight management program designed to help participants lose 10 pounds or 10% of their body weight through balanced nutrition, sensible activity and meaningful lifestyle changes. For dates, specific details and program costs, call 304-264-1287, ext. 1814.

### Eat Well For Life I\*

A 4-week lifestyle improvement program designed to champion optimal health, vitality and long term weight management through the power of good nutrition. For dates, specific details and program cost, call 304-264-1287, ext. 1814. An advanced program is also available for individuals who have completed the initial 4-week series.



**Healthy Start Mall Walker Program — FREE**  
Sponsored by City Hospital and the Martinsburg Mall. Sign-up at the Mall's Customer Service Desk and record your miles to receive recognition for the healthy strides you are making.

**Lifeskills — A Diabetic Patient Education Program**  
A 4-week comprehensive program taught by a Certified Diabetes Educator and Registered Dietitian, targeted to helping individuals manage diabetes. Upcoming class series begin on January 3rd from 10 a.m. – 12 noon; February 7th from 2 – 4 p.m.; and March 6th at 7 p.m. All sessions are held in the McCormack Center, Suite 3800. A physician referral is required. A program fee is applicable and is covered by some insurance companies. For more details, call 304-596-6839.

### Breastfeeding Class—FREE

Offered the second Tuesday of each month from 6:30 – 8:00 p.m. in City Hospital's Meeting Room 1. Pre-registration is required by calling 304-264-1270 weekdays between 8 – 4 p.m.

### Childbirth Refresher Class

To be held February 6, 2012 from 6 – 9 p.m. in City Hospital's Meeting Room 1. The cost is \$15. Pre-registration is required by calling 304-264-1297—menu selection #2.

### Sibling Class

Help your young children prepare for their new role as a "big" brother or sister. The class, held from 10 – 11:30 a.m. in City Hospital's 8th Floor Classroom, will be offered on January 14, 2012 and again April 21. The cost is \$10 per family and must be prepaid. Pre-registration is required by calling 304-264-1270 weekdays between 8 – 4 p.m.

### OWLS Healthy Aging Event

Watch the local media for details on our 5th Annual OWLS event to be held in late March. Free health screenings, exercise demonstrations, health and wellness info and so much more will be offered...all targeted to helping you ensure an Older Wiser Living Stronger you!

### Smoking Cessation Classes — FREE

Held periodically throughout the year to accommodate expressed interest. To inquire about upcoming class dates, call 304-596-5700.

### Speakers Bureau — FREE

To arrange a speaker for an upcoming meeting or event, call 304-264-1246.

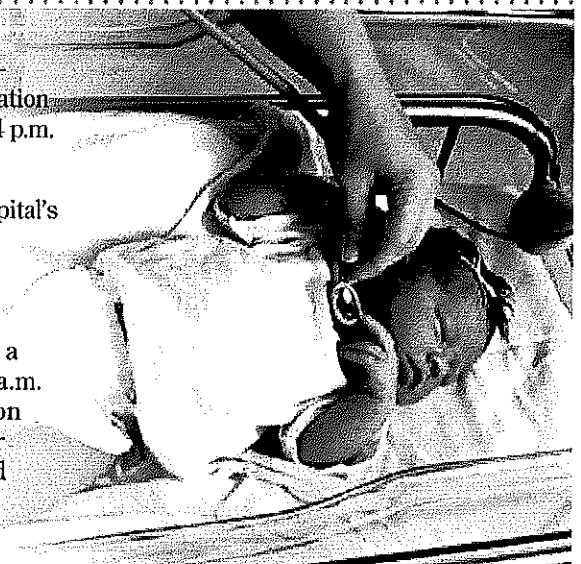
### The Spectrum

A 6-week educational program based on the research of Dr. Dean Ornish. Targeted to individuals who want to prevent heart disease, reduce the risk of developing chronic conditions, or want to learn lifestyle changes to help manage diabetes, hypertension, heart disease and cancer. For dates, specific details and program costs, call 304-264-1287, ext. 1814.

### Wellness Nutrition Counseling

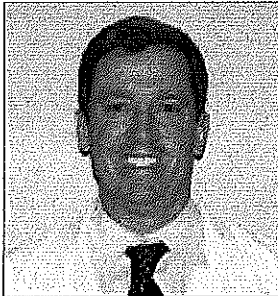
Offered through The Wellness Center for individuals interested in improving their eating habits. Our Registered Dietitian evaluates, assesses and provides food plans based on individual needs. A self-referred/self pay program. The initial session is \$60/\$50 for Wellness Center Members. Call 304-596-6839 for an appointment.

*\*WVUH-East is proud to be an approved site to offer these comprehensive wellness programs developed by Highmark Blue Cross Blue Shield's Preventative Health Network. Most programs are offered free of charge to Highmark Blue Cross Blue Shield Members or at a reduced fee for the general community.*

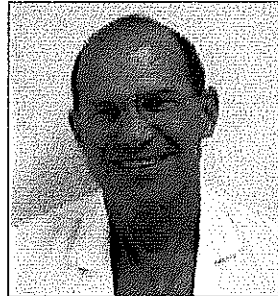


# *Proudly* WVU Hospitals-East Welcomes

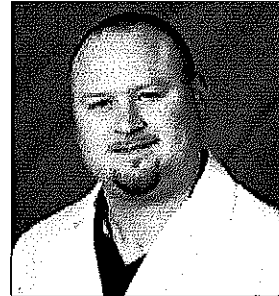
At West Virginia University Hospitals-East, we remain diligent in our commitment to recruit highly qualified medical professionals to the region.



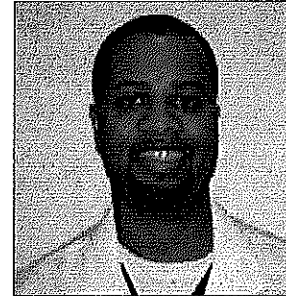
Cameron Cushing, M.D.  
Emergency Medicine  
Jefferson Memorial Hospital



Frederic D'Alauro, M.D.  
Anesthesiology  
City Hospital



Gary Davenport, M.D.  
Hospitalist  
City Hospital



William Hicks, M.D.  
Hospitalist  
City Hospital



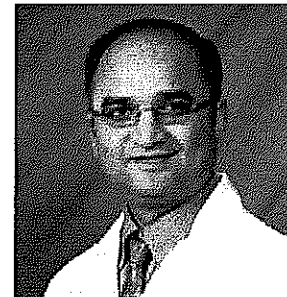
Jessica Johnson, D.O.  
General Surgery  
City Hospital  
Practicing at  
University Surgical Associates  
2011 Professional Court  
Martinsburg, WV  
304-596-6901



Aaron McLaughlin, M.D.  
Family Medicine  
Jefferson Memorial Hospital  
Practicing at  
Harpers Ferry Family Medicine  
171 Taylor Street  
Harpers Ferry, WV  
304-535-6343

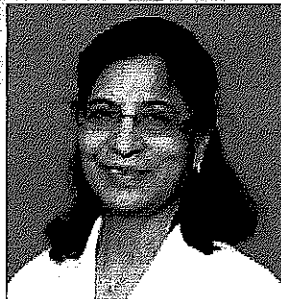


Maria Merzouk, D.O.  
Obstetrics/Gynecology  
City Hospital  
Practicing at  
2010 Doctor Oates Drive  
Suite 106  
Martinsburg, WV  
304-264-8603



Gaurav Parikh, M.D.  
Hospitalist  
City Hospital

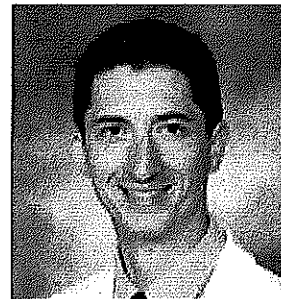
For more information,  
call our free, confidential  
physician & services referral line  
**1.888.WVU.1DOC**



Kamal Patel M.D.  
Emergency Medicine  
Jefferson Memorial Hospital

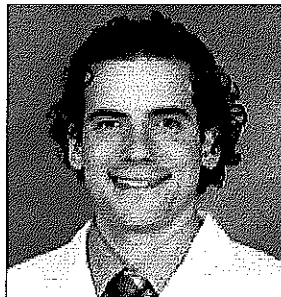


Sheila Ramirez, M.D.  
Endocrinology  
City Hospital  
Practicing at  
2000 Foundation Way  
Suite 3100  
Martinsburg, WV  
304-260-1436

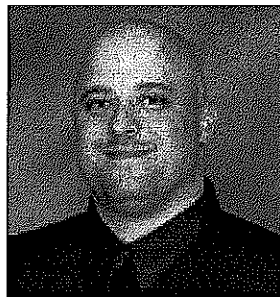


David Roelkey, M.D.  
Family Medicine  
Jefferson Memorial Hospital  
Practicing at  
Harpers Ferry Family Medicine  
171 Taylor Street  
Harpers Ferry, WV  
304-535-6343

- Also joining us on a part-time basis
- or as a member of the WVUH-East
- Consulting/Courtesy Staff are:
- Nelson Beccerra, M.D.
- Emergency Department
- Jefferson Memorial Hospital
- Darren Lisse, M.D.
- Emergency Department
- Jefferson Memorial Hospital
- Sheikh Parviz, M.D.
- Infectious Disease
- Shenandoah Community Health Center



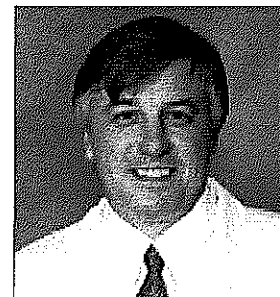
Majid Shafiei, M.D.  
Otolaryngology (ENT)  
City Hospital  
Jefferson Memorial Hospital  
Practicing at  
WVUH-East Ear, Nose  
and Throat  
2000 Foundation Way  
Suite 3200  
Martinsburg, WV  
304-262-9400



Matthew E. Simmons, M.D.  
Infectious Disease  
City Hospital  
Practicing at  
Panhandle Medical Associates  
65 Healthcare Lane  
Martinsburg, WV  
304-263-6997



Jahnavi Srivastava, M.D.  
Hospitalist  
City Hospital



John Thomas, M.D.  
General Surgery  
City Hospital  
Practicing at  
University Surgical Associates  
2011 Professional Court  
Martinsburg, WV  
304-596-6901



**WVUH•EAST**  
WEST VIRGINIA UNIVERSITY HOSPITALS

**connections** is published by the WVUH-East Marketing Department. For additional copies, call **304-264-1223**.

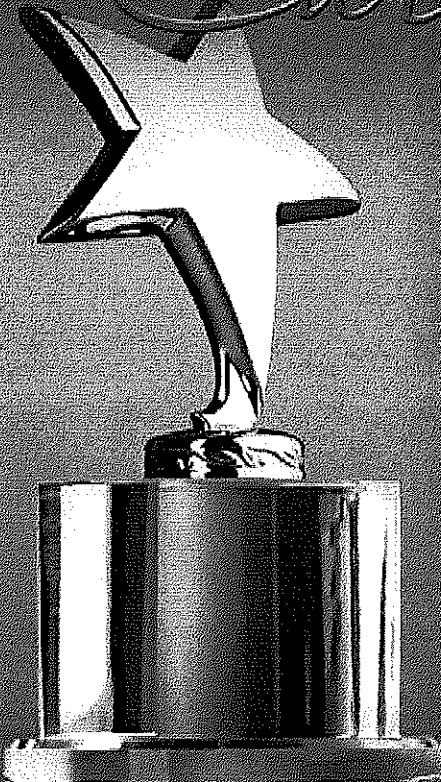
**Teresa McCabe**  
Vice-President of Marketing and Development

**Christy Polak**  
Communications Manager  
Writer/Editor

Design by **Kisner Communications**

MEMBER WEST VIRGINIA UNITED HEALTH SYSTEM  **WVUHS**

*Recognized  
Care*



At WVUH-East we are proud of the level of quality care we provide. Here are a few examples of our most recent recognitions.

Jefferson Memorial Hospital's Laboratory was awarded accreditation by the **Accreditation Committee of the College of American Pathologists (CAP)**.

City Hospital and Jefferson Memorial Hospital received the **Get With The Guidelines® Heart Failure Bronze Quality Achievement Award** from the American Heart Association.

Jefferson Memorial Hospital was awarded a three year term of **Accreditation in Digital Mammography** by the American College of Radiology (ACR).

City Hospital has received **Verification Accreditation** from the American College of Surgeons as a **Level III Trauma Center**.

WVUH-East's Regional Cancer Program received the **Outstanding Achievement Award by the Commission on Cancer (CoC)**, which recognizes the cancer program for striving for excellence in providing quality care to cancer patients.

Jefferson Memorial Hospital has been recognized by **Highmark Quality Blue** for its commitment to improving patient care. JMHS attained the **Maximum Achievement level** by earning a total score of 100% for fiscal year 2011, in addition to a **Best Practice award** for the overall highest Heart Failure Defect-Free Rate.

WVUH-East was named Best Hospital by the **Journal's 2011 Readers Choice Award**.

City Hospital has earned the **2011 Press Ganey Top Improver Award**. This honor recognizes healthcare organizations with an unrelenting commitment to improvement that inspires unwavering dedication across the organization.

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

12

**AGENDA REQUEST FORM**

Name: Debbie Keyser

Department or Entity: County Commission

Estimation of amount of time needed for appointment: 5 min

Date Requested – 1<sup>st</sup> Choice: 6/7/2012

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

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

**Subject: Set a date for a work session with the Jefferson County Fire and Rescue Association concerning the Fire Board Audit on either June 13<sup>th</sup> or June 27<sup>th</sup>**

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  
DRAFT AMENDMENT TO THE IMPACT FEE ORDINANCE**

The County Commission of Jefferson County will hold a public hearing concerning the Draft Impact Fee Ordinance on Thursday, June 21, 2012 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 Draft Amendment to the Impact Fee Ordinance that addresses the affordable house component required to be implemented by July 1, 2012.

Review of the documents are available at the following website:  
[www.jeffersoncountywv.org](http://www.jeffersoncountywv.org)

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

The public is invited to attend.

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

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

Week Ending Date	Week Ending May 26, 2012
<b>To be Deposited on:</b>	June 4, 2012
Amount Played	81,749,247.15
Amount Won	73,649,407.07
Amount Promo	293,932.00
MWAP Contribution	<u>5,418.48</u>
<b>Adjusted Gross Terminal Revenue</b>	<b><u>7,800,489.60</u></b>
Administrative Costs @ 4%	0.00
Excess Lottery Fund @ 4%	312,019.59
<b>Net Terminal Revenue</b>	<b><u>7,488,470.01</u></b>
Surcharge @ 10%	748,847.00
State Share Excess @ 58%	434,331.26
Track Share of Capital Reinvestment @ 42%	314,515.74
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	\$ 301,935.11
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	\$ 12,580.63
<b>Adjusted Net Terminal Revenue</b>	<b><u>6,739,623.01</u></b>
Racetrack @ 46.50% / 42%	2,830,641.66
Lottery Fund @ 30% / 0%	0.00
Excess Lottery Fund @ 0% / 41%	2,763,245.39
Race Track Purses @ 7% / 14% / 8%	539,169.84
Workers' Compensation Debt Reduction @ 7% / 0%	0.00
Employee Pension Fund @ 1% / .5%	33,698.12
Greyhound Development @ .75%	50,547.17
Thoroughbred Development @ .75%	50,547.17
Racing Commission @ 1%	67,396.24
County/Municipality @ 2%	134,792.48
<b>3% Funds:</b>	
Tourism Promotion Fund @ 1.375%	92,669.82
Development Office Promotion Fund @ .375%	25,273.59
Research Challenge Fund @ .5%	33,698.12
Capitol Renovation and Improvement Fund @ .6875%	46,334.91
2004 Capitol Complex Parking Garage Fund @ .0625%	4,212.26
<b>1% Funds:</b>	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	0.00
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>67,396.24</u>
	<b><u>6,739,623.01</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%	RAMSON 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	\$ 6,164.01	\$ 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
12/10/11	\$ 102,790.88	\$ 51,395.44	\$ 51,395.44	\$ 4,209.29	\$ 21,174.92	\$ 1,151.26	\$ 17,875.33	\$ 6,984.64
12/17/11	\$ 111,962.64	\$ 55,981.32	\$ 55,981.32	\$ 4,584.87	\$ 23,064.31	\$ 1,253.98	\$ 19,470.30	\$ 7,607.86
12/24/11	\$ 108,497.24	\$ 54,248.62	\$ 54,248.62	\$ 4,442.96	\$ 22,350.43	\$ 1,215.17	\$ 18,867.67	\$ 7,372.39
12/31/11	\$ 189,322.00	\$ 94,661.00	\$ 94,661.00	\$ 7,752.74	\$ 39,000.32	\$ 2,120.41	\$ 32,923.10	\$ 12,864.43
01/07/12	\$ 149,726.80	\$ 74,863.40	\$ 74,863.40	\$ 6,131.31	\$ 30,843.72	\$ 1,676.94	\$ 26,037.49	\$ 10,173.94
01/14/12	\$ 117,803.84	\$ 58,901.92	\$ 58,901.92	\$ 4,824.07	\$ 24,267.59	\$ 1,319.40	\$ 20,486.09	\$ 8,004.77
01/21/12	\$ 123,639.84	\$ 61,819.92	\$ 61,819.92	\$ 5,063.05	\$ 25,469.80	\$ 1,384.77	\$ 21,500.97	\$ 8,401.33
01/28/12	\$ 125,797.56	\$ 62,898.78	\$ 62,898.78	\$ 5,151.41	\$ 25,914.30	\$ 1,408.93	\$ 21,876.20	\$ 8,547.94
02/04/12	\$ 144,309.32	\$ 72,154.66	\$ 72,154.66	\$ 5,909.47	\$ 29,727.72	\$ 1,616.26	\$ 25,095.39	\$ 9,805.82
02/11/12	\$ 132,858.08	\$ 66,429.04	\$ 66,429.04	\$ 5,440.54	\$ 27,368.76	\$ 1,488.01	\$ 23,104.02	\$ 9,027.71
02/18/12	\$ 154,911.76	\$ 77,455.88	\$ 77,455.88	\$ 6,343.64	\$ 31,911.82	\$ 1,735.01	\$ 26,939.16	\$ 10,526.25
02/25/12	\$ 155,223.56	\$ 77,611.78	\$ 77,611.78	\$ 6,356.40	\$ 31,976.05	\$ 1,738.51	\$ 26,993.38	\$ 10,547.44
03/03/12	\$ 151,927.72	\$ 75,963.86	\$ 75,963.86	\$ 6,221.44	\$ 31,297.10	\$ 1,701.60	\$ 26,420.23	\$ 10,323.49
03/10/12	\$ 153,617.24	\$ 76,808.62	\$ 76,808.62	\$ 6,290.63	\$ 31,645.15	\$ 1,720.51	\$ 26,714.04	\$ 10,438.29
03/17/12	\$ 153,767.84	\$ 76,883.92	\$ 76,883.92	\$ 6,296.79	\$ 31,676.18	\$ 1,722.20	\$ 26,740.23	\$ 10,448.52
03/24/12	\$ 144,216.72	\$ 72,108.36	\$ 72,108.36	\$ 5,905.67	\$ 29,708.64	\$ 1,615.23	\$ 25,079.29	\$ 9,799.53
03/31/12	\$ 148,488.44	\$ 74,244.22	\$ 74,244.22	\$ 6,080.60	\$ 30,588.62	\$ 1,663.07	\$ 25,822.14	\$ 10,089.79
04/07/12	\$ 150,765.96	\$ 75,382.98	\$ 75,382.98	\$ 6,173.86	\$ 31,057.79	\$ 1,688.58	\$ 26,218.20	\$ 10,244.55
04/14/12	\$ 142,130.68	\$ 71,065.34	\$ 71,065.34	\$ 5,820.25	\$ 29,278.92	\$ 1,591.86	\$ 24,716.53	\$ 9,657.78
04/21/12	\$ 136,110.16	\$ 68,055.08	\$ 68,055.08	\$ 5,573.71	\$ 28,038.69	\$ 1,524.43	\$ 23,669.56	\$ 9,248.69
04/28/12	\$ 145,761.32	\$ 72,880.66	\$ 72,880.66	\$ 5,968.93	\$ 30,026.83	\$ 1,632.53	\$ 25,347.89	\$ 9,904.48
05/05/12	\$ 143,164.60	\$ 71,582.30	\$ 71,582.30	\$ 5,862.59	\$ 29,491.91	\$ 1,603.44	\$ 24,896.32	\$ 9,728.04
05/12/12	\$ 126,715.84	\$ 63,357.92	\$ 63,357.92	\$ 5,189.01	\$ 26,103.46	\$ 1,419.22	\$ 22,035.89	\$ 8,610.34
05/19/12	\$ 157,968.72	\$ 78,984.36	\$ 78,984.36	\$ 6,468.82	\$ 32,541.56	\$ 1,769.25	\$ 27,470.76	\$ 10,733.97
05/26/12	\$ 134,792.48	\$ 67,396.24	\$ 67,396.24	\$ 5,519.75	\$ 27,767.25	\$ 1,509.68	\$ 23,440.41	\$ 9,159.15
<b>Subtotal</b>	<b>\$ 6,709,531.92</b>	<b>\$ 3,810,797.68</b>	<b>\$ 2,898,734.24</b>	<b>\$ 237,406.32</b>	<b>\$ 1,194,278.47</b>	<b>\$ 64,931.67</b>	<b>\$ 1,008,179.79</b>	<b>\$ 393,937.99</b>

Benchmark Goal @ 2%           \$   912,063.48

Remainder until 1% / 1% Split   \$           -

VIDEO LOTTERY REPORT

FY 2009			FY 2010			FY 2011			FY 2012		
Date	Amount		Date	Amount		Date	Amount		Date	Amount	
7/5/2008 *	169,912.56		7/4/2009 *	128,262.42		7/3/2010	115,402.58		7/1-2/2011	69,824.12	
7/12/2008	176,592.38		7/11/2009	168,815.08		7/10/2010	205,731.64		7/9/2011	171,717.28	
7/19/2008	160,344.08		7/18/2009	160,652.98		7/17/2010	161,386.76		7/16/2011	143,019.52	
7/26/2008	162,982.74		7/25/2009	158,869.08		7/24/2010	160,368.28		7/23/2011	146,508.00	
8/2/2008	178,171.04		8/1/2009	174,493.08		7/31/2010	157,802.08		7/30/2011	144,510.28	
8/9/2008	123,538.04		8/8/2009	138,408.80		8/7/2010	136,494.98		8/6/2011	151,495.28	
8/16/2008	82,482.89		8/15/2009	81,222.14		8/14/2010	78,376.68		8/13/2011	117,350.38	
8/23/2008	76,426.18		8/22/2009	76,260.31		8/21/2010	76,199.02		8/20/2011	71,614.12	
8/30/2008	89,459.86		8/29/2009	80,472.92		8/28/2010	72,460.03		8/27/2011	63,432.14	
9/6/2008	91,644.46		9/5/2009	80,798.15		9/4/2010	76,362.84		9/3/2011	80,837.76	
9/13/2008	79,729.93		9/12/2009	86,286.92		9/11/2010	82,969.36		9/10/2011	84,845.80	
9/20/2008	71,269.36		9/19/2009	70,010.15		9/18/2010	67,638.78		9/17/2011	66,748.62	
9/27/2008	79,735.73		9/26/2009	69,316.87		9/25/2010	70,435.06		9/24/2011	68,929.80	
10/4/2008	75,186.22		10/3/2009	72,286.04		10/2/2010	71,013.86		10/1/2011	68,871.64	
10/11/2008	77,139.04		10/10/2009	69,650.63		10/9/2010	69,311.50		10/8/2011	70,866.90	
10/18/2008	80,668.26		10/17/2009	73,560.21		10/16/2010	75,234.62		10/15/2011	75,262.66	
10/25/2008	64,379.44		10/24/2009	67,581.66		10/23/2010	70,290.80		10/22/2011	68,757.72	
11/1/2008	68,352.42		10/31/2009	64,528.30		10/30/2010	65,615.04		10/29/2011	60,507.98	
11/8/2008	70,823.02		11/7/2009	63,741.59		11/6/2010	61,337.62		11/5/2011	70,673.88	
11/15/2008	65,565.50		11/14/2009	65,959.64		11/13/2010	64,595.28		11/12/2011	67,627.10	
11/22/2008	63,883.80		11/21/2009	59,547.05		11/20/2010	56,010.08		11/19/2011	60,690.60	
11/29/2008	69,850.12		11/28/2009	72,399.98		11/27/2010	71,170.90		11/26/2011	74,140.54	
12/6/2008	55,696.68		12/5/2009	51,006.51		12/4/2010	53,215.08		12/3/2011	59,429.94	
12/13/2008	60,178.04		12/12/2009	52,460.58		12/11/2010	46,944.00		12/10/2011	51,395.44	
12/20/2008	52,189.19		12/19/2009	32,834.39		12/18/2010	42,076.76		12/17/2011	55,981.32	
12/27/2008	72,205.91		12/26/2009	53,406.34		12/25/2010	50,450.28		12/24/2011	54,248.62	
1/3/2009	96,504.65		1/2/2010	92,980.40		1/1/2011	85,152.12		12/31/2011	94,661.00	
1/10/2009	53,286.62		1/9/2010	55,020.46		1/8/2011	54,301.30		1/7/2012	74,863.40	

1/17/2009	56,068.87	1/16/2010	60,551.28	1/15/2011	54,005.90	1/14/2012	58,901.92
1/24/2009	71,474.63	1/23/2010	69,943.53	1/22/2011	60,924.74	1/21/2012	61,819.92
1/31/2009	61,089.80	1/30/2010	48,527.75	1/29/2011	48,036.94	1/28/2012	62,898.78
2/7/2009	83,539.63	2/6/2010	37,155.14	2/5/2011	60,777.44	2/4/2012	72,154.66
2/14/2009	76,054.44	2/13/2010	44,334.00	2/12/2011	67,471.84	2/11/2012	66,429.04
2/21/2009	91,838.41	2/20/2010	76,946.12	2/19/2011	72,018.54	2/18/2012	77,455.88
2/28/2009	80,806.88	2/27/2010	72,024.40	2/26/2011	75,544.02	2/25/2012	77,611.78
3/7/2009	48,837.13	3/6/2010	76,936.85	3/5/2011	74,535.34	3/3/2012	75,963.86
3/14/2009	96,025.39	3/13/2010	71,007.37	3/12/2011	66,979.48	3/10/2012	76,808.62
3/21/2009	79,002.82	3/20/2010	74,335.38	3/19/2011	73,113.26	3/17/2012	76,883.92
3/28/2009	79,250.83	3/27/2010	69,941.88	3/26/2011	68,490.80	3/24/2012	72,108.36
4/4/2009	75,968.30	4/3/2010	70,636.28	4/2/2011	70,846.58	3/31/2012	74,244.22
4/11/2009	75,964.94	4/10/2010	69,692.79	4/9/2011	67,076.78	4/7/2012	75,382.98
4/18/2009	80,598.22	4/17/2010	69,335.92	4/16/2011	64,698.56	4/14/2012	71,065.34
4/25/2009	75,571.46	4/24/2010	68,714.11	4/23/2011	67,674.14	4/21/2012	68,055.08
5/2/2009	73,957.05	5/1/2010	68,799.06	4/30/2011	66,807.50	4/28/2012	72,880.66
5/9/2009	76,697.22	5/8/2010	67,403.54	5/7/2011	66,379.74	5/5/2012	71,582.30
5/16/2009	71,925.70	5/15/2010	70,186.32	5/14/2011	66,699.76	5/12/2012	63,357.92
5/23/2009	81,395.43	5/22/2010	64,695.71	5/21/2011	63,210.44	5/19/2012	78,984.36
5/30/2009	82,161.55	5/29/2010	67,157.40	5/28/2011	64,724.06	5/26/2012	67,396.24
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		
<b>TOTALS 4403564.04</b>			<b>4041141.56</b>	<b>4016541.01</b>	<b>3810797.68</b>		

Table Game Revenue

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
<b>Total 2010-2011</b>	<b>1297391.7</b>

Date	Amount
July, 2011	141,718.01
August, 2011	137,473.92
September, 2011	110,375.25
October, 2011	124,273.94
November, 2011	121,118.87
December, 2011	140,509.93
January, 2012	137,812.68
February, 2012	142,770.01
March, 2012	151,845.46
April, 2012	127,862.26
<b>Total 2011-2012</b>	<b>1335760.33</b>



# State of West Virginia

Office of the State Auditor  
Glen B. Gainer III  
State Auditor  
[www.wvsao.gov](http://www.wvsao.gov)

Building 1, Room W-100  
Charleston, West Virginia 25305  
Telephone: (304) 558-2251  
FAX: (304) 558-5200

200 West Main Street  
Clarksburg, West Virginia 26301  
Telephone: (304) 627-2415  
FAX: (304) 627-2417

May 21, 2012

Honorable Members of the Jefferson County Commission:

The State Auditor's in-service training program for all County Commissioners will be held on August 7, 2012 at the Mountaineer Racetrack and Resort in Chester, West Virginia. *WV Code §7-7-2* requires that each County Commissioner and, at his or her option, one or more of his or her employees must participate in the program established by the State Auditor.

Each year, the State Auditor presents the Thelma J. Stone Memorial Achievement Award to a County Commission that has demonstrated excellence and professionalism in county government during the previous year. Enclosed is a copy of the charter for the Thelma J. Stone Memorial Achievement Award. **Nominations must be received by Monday, July 16, 2012.** If you would like to make a nomination for this award, please submit your letter of recommendation to:

Ora L. Ash, Director  
Local Government Services  
200 West Main Street  
Clarksburg, WV 26301

Again, I encourage you to attend the State Auditor's in-service training program for County Commissioners this year and take advantage of the training being offered and the opportunity to exchange ideas with other commissioners with similar interests and problems. If you have any suggestions or questions concerning this training program, please feel free to contact Ora at 304-627-2415, Ext. 5114 or email: [ora.ash@wvsao.gov](mailto:ora.ash@wvsao.gov).

Sincerely,

Glen B. Gainer III  
State Auditor

**RECEIVED**

MAY 23 2012

GBGIII:kbd

Jefferson County Commission

## **CHARTER**

### **STATE AUDITOR'S ANNUAL SPECIAL ACHIEVEMENT AWARD FOR COUNTY COMMISSIONS**

#### **I. TITLE**

In 1981 the "State Tax Commissioner's annual Achievement Award for County Commissions" was established. The State Tax Commissioner renamed the Award in 1985 "The Thelma J. Stone Memorial Achievement Award", herein called "The Award", in honor of a tenured employee of the Department who had won the admiration and respect of all county officials. As of July 1, 1999, this procedure was transferred with the Chief Inspector Division to the office of State Auditor.

#### **II. GENERAL**

The Award shall be presented annually by the State Auditor to a County Commission of the State of West Virginia. Nominees shall be judged and the recipient chosen by a Selection Board appointed by the State Auditor.

### **III. SELECTION BOARD**

The State Auditor shall appoint five (5) persons, who, when appointed, shall constitute the Selection Board for the Purpose of selecting a recipient for the Award. Those appointed shall include the State Auditor, the President of the West Virginia County Commissioners' Association and his/her designee, the Director of the Chief Inspector Division of the State Auditor's Office or his/her designee, the Director of the Property Tax Division of the State Tax Department or his/her designee, and one (1) other person appointed by the State Auditor.

### **IV. TERMS OF BOARD**

The Selection Board will be appointed on or before June 1 of each year. The members of the Selection Board shall serve until such time as the recipient of the Award for the year designated is chosen and announced.

### **IV. BOARD MEETINGS**

The Selection Board will meet at the call of the State Auditor for the purpose of selecting a recipient at or before the Annual In-Service Training Meeting for the County Commissioners sponsored by the State Auditor each year.

The deliberations of these meetings will be kept confidential by the Selection Board.

## **VI. AWARD CONSIDERATIONS**

In choosing a recipient for the Achievement Award, the Selection Board shall consider the following criteria:

1. Compliance with laws governing actions and conduct of county commission.
2. Effective collective leadership exhibited by harmonious relations by members of the county commissions.
3. Innovation in office procedures.
4. Administration
5. Responsible fiscal conduct.
6. Cooperation with the various departments of county government.
7. Effective communications with taxpayers in the county.
8. Effective communications with state, federal and city governments.
9. Progressive personnel management policies.
10. Demonstrated achievement in county government through effective means.

## **VII. NOMINATIONS**

Each county commission shall be considered nominated for the Award as of July 1 of each fiscal year. The time period for which the commissions shall be judged will be specified by the State Auditor.

## **VII. LETTERS OF RECOMMENDATION**

The Selection Board shall accept letters of recommendation for a particular county commission from any county commission, commissioner or individual member of the public. The letters may be from a commission recommending themselves or other commissions.

Letters of special recommendation should address the criteria upon which the Award is based.

Letters of recommendation should be sent to the State Auditor, c/o Local Governments Services, 200 West Main Street, Clarksburg, WV.

## **IX. SELECTION BY BOARD**

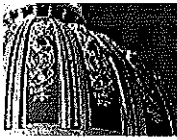
The Selection Board shall select the recipient for the Award. Two additional Honorable Mention Awards may be awarded for particular special projects by a county commission worthy of praise by the Selection Board.

## **X. PRESENTATION OF AWARD**

The State Auditor or his/her designee will present the Achievement Award at the annual In-service Training Meeting, if feasible.

## **XI. PUBLIC ACKNOWLEDGEMENT**

The State Auditor shall remind the public of this Achievement Award by letters to the county commissions, general press releases, and other appropriate means.



# West Virginia Legislature

2ND SESSION OF THE 80TH LEGISLATURE



## WEST VIRGINIA CODE

### §11-8-26. Unlawful expenditures by local fiscal body.

(a) Except as provided in sections fourteen-b, twenty-five-a and twenty-six-a of this article, a local fiscal body shall not expend money or incur obligations:

- (1) In an unauthorized manner;
- (2) For an unauthorized purpose;
- (3) In excess of the amount allocated to the fund in the levy order; or
- (4) In excess of the funds available for current expenses.

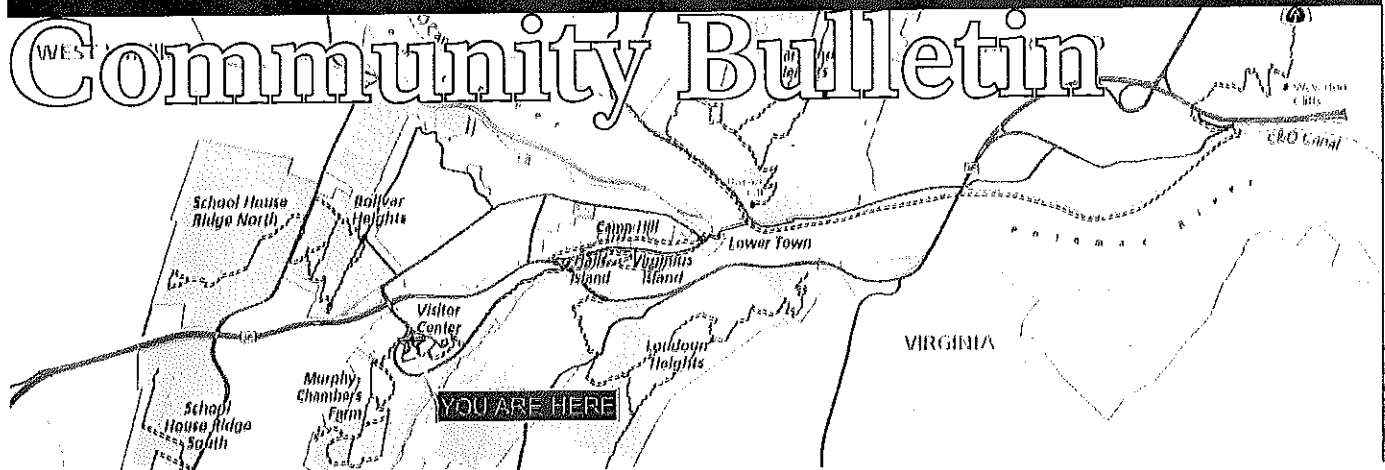
(b) Notwithstanding the foregoing and any other provision of law to the contrary, a local fiscal body or its duly authorized officials may not be penalized for a casual deficit which does not exceed its approved levy estimate by more than three percent: *Provided*, That such casual deficit is satisfied in the levy estimate for the succeeding fiscal year: *Provided, however*, That in calculating a deficit for purposes of this section, account shall not be taken of any amount for which the local fiscal body may be liable for the unfunded actuarial accrued liability of the West Virginia Retiree Health Benefit Trust Fund or any amount allocated to the local fiscal body as an employer annual required contribution that exceeds the minimum annual employer payment component of the contribution, all as provided under article sixteen-d, chapter five of this code.

Note: WV Code updated with legislation passed through the 2011 4th Special Session





## Community Bulletin



### Harpers Ferry Park Receives Active Trail Grant

Harpers Ferry National Historical Park has been selected to receive a 2012 Active Trails grant from the National Park Foundation, the official charity of America's national parks. Now in its fourth cycle, the National Park Foundation's Active Trails program promotes national parks as venues for community engagement, and encourages healthy living through various forms of recreation and volunteer service on land and water trails.

"Maintaining over 18,000 miles of trails is no small task," said Neil Mulholland, President and CEO of the National Park Foundation. "The Active Trail funds help parks across the country create or expand vital trail related projects, improving the visitor experience and encouraging engagement opportunities with each park's gateway community."

Since 2008, the National Park Foundation has granted over \$1.2 million through its Active Trails program. To date, Active Trails has engaged more than 3,100 volunteers and 86 project partners who combined have contributed over 13,000 hours to help promote, refurbish or build national park trails that were ultimately enjoyed by 291,000 visitors (and counting!).

"This grant will help us shine a light on parts of the park that many people

don't know about. Our trail system provides access to great views and historic sites all around the park," said Park Ranger David Fox.

Harpers Ferry National Historical Park is one of the best walking parks in America. The variety of hiking trails coupled with nationally significant history and the scenery of the Blue Ridge Mountains and the Potomac and Shenandoah river valleys adds up to an amazing opportunity for park visitors and local community members to stay connected with their national park through recreation. There are 20-plus miles of hiking trails for all levels of interest and ability. The trails vary from easy, riverside strolls to four-mile moderate hikes through Civil War battlefields to seven-mile aerobic adventures to the top of mountains.

The towns of Harpers Ferry and Bolivar, West Virginia, have national park land in and around them, and several units of the national park system intersect here. Harpers Ferry is roughly the halfway point of the 2,178 mile Appalachian National Scenic Trail (AT), and the headquarters and visitor center for the AT, the Appalachian Trail Conservancy, is located in Harpers Ferry. The 185-mile-long towpath of Chesapeake and Ohio Canal National Historical Park is accessible by a footbridge over the Potomac River. Hiking options abound for the residents of Harpers Ferry and Bolivar, the population of

the surrounding counties, and for the multitude of visitors from the Washington, D.C., area.

To encourage more folks to use the trails and increase the benefits of exercise, the Park Service will install clear and consistent trail markers on all the trails and create a new trail brochure for visitors. Well-marked trails and a well-designed brochure will invite more use and reassure inexperienced hikers.

### Thanking America's Armed Forces

To show our appreciation for those who serve in the U.S. Military, on May 19 – Armed Forces Day – the National Park Service will begin issuing an annual pass offering free entrance to all 397 national parks for active duty military members and their dependents.

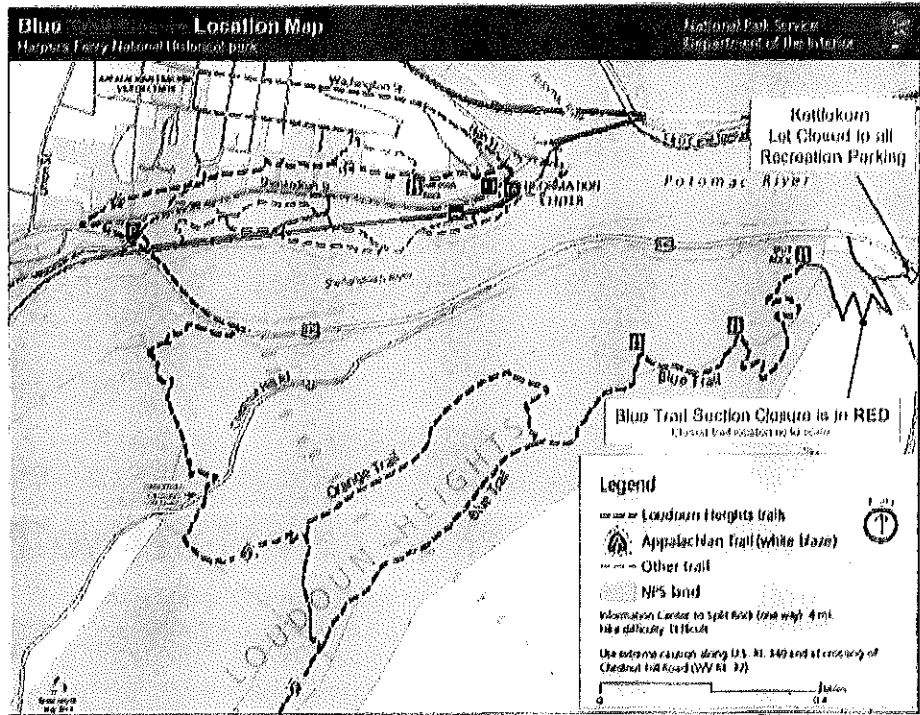
Active duty members of the U.S. Military and their dependents can pick up their pass at the park entrance station from 8 a.m. to 4 p.m. beginning on May 19. They must show a current, valid military identification card to obtain their pass. More information is available at [www.nps.gov/findapark/passes.htm](http://www.nps.gov/findapark/passes.htm).

# Notice of Trail Closure in Harpers Ferry

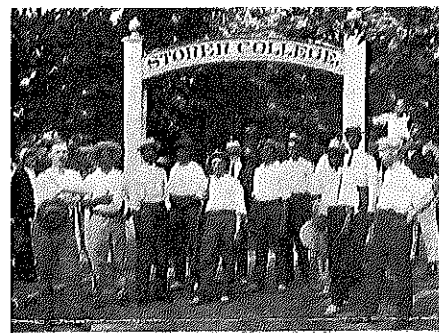
A 4 mile section of the Blue Trail on Loudoun Heights in Harpers Ferry National Historical Park has been officially closed as of March 30, 2012, due to safety concerns and at the request of the adjacent private land owner. This closure impacts the section of the trail from Split Rock Overlook to the Kettlekorn parking lot along route 340. A 400' section of the old Harpers Ferry Road bed off US Route 340 is also closed.

"Trail Closed" and "No Trespassing Entering Private Property" signs will be attached to sections of snow fence placed across the former trail to notify hikers. Currently the trails have been blocked with brush piles to block access.

Harpers Ferry National Historical Park asks your cooperation and consideration in sharing information about these closures.



## African American History Hike Celebrates National Trails Day



The Appalachian Trail Conservancy (ATC) and Harpers Ferry NHP invite you to join in a 1-mile guided hike from the ATC to Lower Town Harpers Ferry on June 2. See the Curtis Free-will Baptist Church, Lockwood House and learn about the Niagara Movement and John Brown's Raid.

10:30 a.m. Meet at the ATC Visitor Center, 799 Washington St., Harpers Ferry, WV

11:00 a.m. African American History Hike


1:00 p.m. Lunch will be provided for hike participants

1:30 p.m. "Marcia's Appalachian Trail Journey" Marcia Fairweather, who completed a section-hike of the entire AT in 2008, will show a short video about her experience.

This hike is not recommended for children under eight years old. Parental supervision is required.

RSVP encouraged to [chobbs@appalachiantrail.org](mailto:chobbs@appalachiantrail.org) by June 1.

For more information, contact Laurie Potteiger at 304-535-2200, ext. 128 or [lpotteiger@appalachiantrail.org](mailto:lpotteiger@appalachiantrail.org).



National Park Service  
U.S. Department of the Interior

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

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

Visitor Center  
304-535-6029

Harpers Ferry Historical Association Bookshop  
304-525-6881

Follow Us @  
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Facebook: <https://www.facebook.com/harpersferry-nps>  
Twitter: <https://twitter.com/#!/HarpersFerryNPS>

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

# VALLEY VIEWS

Potomac  
Valley  
Audubon  
Society

Volume 30, Issue 9

June 2012

## June 23 Reception Coming Up Soon

Here's a final reminder that PVAS will hold a fundraising reception on June 23 at the spectacular modern home of Bob and Tia McMillan, on Terrapin Neck just outside Shepherdstown.

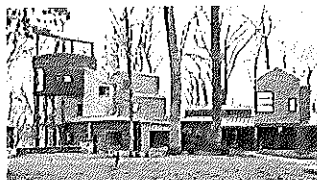
Space will be limited and tickets will be required.

The reception will be held from 4-7 p.m. It will be held mostly outside, on the lawn and patio.

Food and beverages will be served, and musical entertainment will provide background.

Dress will be casual.

If you want to attend but haven't received an invitation please contact Jane Vanderhook at [janehook@frontiernet.net](mailto:janehook@frontiernet.net) or 304-876-6993.



Basic tickets are \$45 per person.

Ticket costs will be tax-deductible to the extent allowed by law.

The McMillan's house was built in 1997 by former West Virginia Governor Gaston Caperton. Featured in many architectural publications, it is spectacularly sited along the Potomac River.

## Don't Forget June 9 Annual Meeting

Here's a reminder that this year's PVAS annual meeting will be held the evening of Saturday, June 9, at the Yankauer Nature Preserve.

The event will begin at 6:30 p.m. with a potluck supper.

Afterwards, we will recognize outstanding PVAS volunteers and the annual meeting will be called to order for the election of new directors. The slate of board candidates for the election was detailed in the last issue of Valley Views. In summary, those candidates are:

### Board Candidates

Don Briggs, At Large (re-election)

Sandy Sagalkin, At-large (new)

Lou Scavnicky, At-large (new)

### Officer Candidates

Bob Reynolds, President

Gary Heichel, Vice President

All PVAS members are invited to attend, and children will be welcome.

For the potluck supper, please bring a dish to share. Those whose last names begin with the letters A-H are asked to bring vegetables or fruit; I-L, a dessert; M-R, a protein dish; and S-Z, a starch dish.

All are asked to bring their own dishes, flatware, and the like, so we can be environmentally conscientious. PVAS will provide water and lemonade.

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

## There's Still Time to Register For Camp!

Audubon Discovery Camp sessions begin on May 29 with our preschool sessions and will continue through July 20 at Yankauer Preserve, the Peter Burr Farm, and FLOC! If you are thinking about enrolling your child in a session at Audubon Discovery Camp, don't wait! There are spots still available in some sessions although waiting lists are being maintained for all sessions that are at capacity.

Online registrations for sessions is easy! A link at the [www.PotomacAudubon.org](http://www.PotomacAudubon.org) main page will take you directly to the registration portal. A credit card is needed to complete registrations. If you have questions about camp or the registration process, send Ellen Murphy an e-mail at [Ellen@PotomacAudubon.org](mailto:Ellen@PotomacAudubon.org) or call 304-676-8739.

## Race for the Birds Was Solid Success

By any measure, this year's Race for the Birds was a solid success.

The event was held under mostly sunny skies at the National Conservation Training Center on April 21.

In all, an estimated 350 people participated. A total of 199 competed in the two (7.7- and 4.9-mile) timed races, another



Runners gather before the race

See Race, Page 3

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

## President's Perch

Hello everyone:

After six years in the job, this is my last President's Perch column.

This is no place for farewells because I'll still be involved with PVAS, assisting with publicity and other matters as I can.

Instead, I simply want to do two things.

First, I want to welcome my successor, Bob Reynolds, to the job. Bob's a smart, thoughtful guy and I'm confident he'll do a good job.

Second, I want to thank all of the many different people who have been helping PVAS to grow and mature over the years. You know who you are; there are a lot of you out there and you've contributed a lot more time and energy to this organization than I have.

Like many nonprofits, PVAS is an odd sort of hybrid.

For sure, we've become more professionalized and rely much more than we used to on paid staff, especially for our children's programs.

But we also still rely heavily on volunteer effort and expertise to get things done in other program areas.

Examples of this abound.

Our Master Naturalist Program was initiated by volunteers and continues to be run by volunteers, with minimal staff assistance. The same is true of our nature photography and nature writers groups.

All of our field trips are organized and led by volunteers. Volunteers plan and manage our lecture programs.

Our big events like the Race for the Birds are almost entirely volunteer-run. Ditto for our fund-raising events.

Volunteers are responsible for the day-to-day management of our nature preserves.

And so on.

Why are we able to operate in this way?

Partly, it's due to demographics: this area has a large cadre of talented, energetic retirees, many of whom enjoy getting involved in the community. Obviously, PVAS, and many other organizations, benefit from this.

But PVAS has some special qualities, too. For one, we offer opportunities to be involved in the natural world, which is a strong draw for many people of all ages.

In addition, the specifics of our programs and activities are such that working in and around them is often just plain fun and interesting.

Also, we're still agile and flexible enough that we can usually offer prospective volunteers as much or as little responsibility as they're willing to assume.

Can (should) PVAS continue to rely heavily on volunteers in the future? I don't know, but I hope it can to a significant degree. Organizations that follow this model may not be as ruthlessly efficient as those that are thoroughly professionalized, but ruthless efficiency isn't everything. PVAS gains a lot of strength and energy from being rooted in the community in the way that it is, and volunteer involvement is key to that rootedness.

—Peter Smith

## Local Nursery Makes Donation to PVAS

PVAS has received a donation of \$268.50 from the Winston Gardens Native Plant Nursery in Martinsburg to support its new Stauffer's Marsh Nature Preserve.

The funds represent 15 percent of the proceeds from the Nursery's annual spring Open House, which was held April 28-29.

This is the third time the nursery's owners, Virginia Provenzano Winston and her husband Eldon, have made such a donation. PVAS greatly appreciates their generosity!

The nursery is located in northeastern Berkeley County, at 1121 Hollida Lane, one mile off Swan Pond Road.

It specializes in trees and shrubs that are native to this region.

For directions and a full list of the plants available, go to the Nursery's website at [www.winstongardens.com](http://www.winstongardens.com). Or call the Winstons at 304-267-6924.

## Wee Nats Begins in August

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

All sessions are held at the Yankauer Nature Preserve, from 9:30 a.m. to 11:00 a.m., and each will explore a different nature theme. The first session will be held Wednesday, August 23. The program "Bugs, Bugs, Bugs!" will focus on learning about and exploring for insects of the forest. Thereafter, two sessions will be held each month through December. The full fall schedule will be announced in the September Valley Views, but sessions will be held on one Wednesday and Thursday each month.

To ensure that everyone receives close, personal attention, enrollment will be limited and pre-registration is required. The fee will be \$5 per child/adult team per session. To register, go to [www.PotomacAudubon.org](http://www.PotomacAudubon.org) and find the link to Wee Naturalists.

The program is led by Suzi Taylor, of Sharpsburg, Maryland, a veteran PVAS camp director who has a degree in environmental education. For more information, contact Ms. Taylor at 301-432-1908 or [tomandsuzi506@cs.com](mailto:tomandsuzi506@cs.com). The program was established in 2009 with support from the Eastern West Virginia Community Foundation's Two Rivers Giving Circle.



Race (continued from page 1)

110 joined in the 2-mile community jog/walk, and about 40 children turned out for the 1-mile kid's fun run.

Everything went off without a hitch and everyone seemed to have a good time.

And the event raised about \$7,000 to support PVAS's educational programs.

Full race results and more than 1,000 photos of the event are available through the race website at [www.raceforthebirds.org](http://www.raceforthebirds.org).

As always, we appreciate the community's support. We want to give special thanks to the race's lead sponsor, Hoxton Financial (now HFI Wealth Management) for its ongoing support; to NCTC, and its Director Jay Slack, for generously continuing to host and support the event; to James and Suzy Munnis for directing and coordinating the event; to Carolyn Thomas for coordinating volunteers; to the race committee for helping to pull all the details together (the Munnises, Diana Gaviria, Susan Brookreson, Kristin Alexander, and Peter Smith); and to the many volunteers who turned out to help the day of the event.

We again sincerely thank the following sponsors for their support:



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Nestle-Juicy Juice

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Ray R. Vanderhook, DDS, MS

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Ryan McCarthy, MD

Shepherdstown Pharmacy

Shepherdstown Sweet Shop

Ted Leslie, DDS

William F. Queen, DDS & Whitney Queen Spry, DDS

And thanks to these dedicated volunteers who helped on race day:

Chris Amores, Alice Barkus, Don Briggs, Joe Brookreson, Susan Brookreson, Larry Carper, Rebecca Carper, John Craig, Debbie Crouse, Melanie Files, Diana Gaviria, Larry Goodrich, Mina Goodrich, Bruni Haydl, Don Henry, Kathryn Henry, Libby Howard, Leigh Jenkins, Jen Jones, Todd McKinney, Gretchen Meadows, Lex Miller, Karene Motivans, Jean Neely, Gi Yoon Ohm, Daniel Pike, Bob Reynolds, Stan Roach, Melinda Schmitt, Ashley Shantz, Karen Shantz, Tom Shantz, Peter Smith, Linda Snyder, Kevin Spradlin, Kathy Stolzenburg, Bruce Thomas, Carol Thomas, Sally Thomas, Nathan Trail, Jane Vanderhook, Tony Williams, Carol Wood, Mike Zagarella.

**United Way, CFC Donations Down**

United Way of the Eastern Panhandle has recently informed us that we're slated to receive \$3,229 from donations designated for PVAS during the 2011 United Way and Combined Federal Campaign fundraising appeals.

This figure represents a 55% decrease from the previous year's United Way and CFC appeals. Part of the decrease is due to the retirement of several previous CFC donors.

In all, 18 families and individuals donated to PVAS through the CFC and another two donated through United Way.

These donors were as follows:

- Janet Ady, Myersville, MD
- Anonymous
- Shelly Blanchard, Martinsburg
- John S. Bresland, Shepherdstown
- Mary Duke, Martinsburg
- Blaine Eckberg, Martinsburg
- Sharon Fedorchak, Shepherdstown
- Glenn Gravatt, Harpers Ferry
- Jesse Goodman, no address given
- Jenifer Jones, Shepherdstown
- Tracy Leskey, Shepherdstown
- Jennifer Mattes, Martinsburg
- Mark Muse, Shepherdstown
- Frank Muth, Inwood
- Laura Palmer, Washington DC
- Donna Phillips, Inwood
- David Pennock, Shepherdstown
- Philip Sibrell, Charles Town
- Aileen Smith, Arlington, VA
- Danielle Ziegler, Martinsburg

**Spring School Programs**

With camp sessions beginning at the end of May, our Spring school programs have come to an end. Many of the spring classes were Kindergarten and 1<sup>st</sup> grade, both of which focused on Insects. Students learned insect facts, played insect games, and searched high and low for signs of insects, either on their school grounds or at Yankauer Preserve. PVAS is now taking reservations for Fall programs! Schools interested in visiting Yankauer should contact Ellen Murphy at [Ellen@PotomacAudubon.org](mailto:Ellen@PotomacAudubon.org) or 304-676-8739.

**A Benefit for PVAS's Environmental Education Programs**

## FAA Tower at Eidolon Slated for Demolition

The Federal Aviation Administration has informed PVAS that it intends to vacate and demolish its tower at the Eidolon Nature Preserve this summer.

The 250-foot tower is located on the highest point of the preserve, a hundred yards or so above the old stone cottage.

The latest word is that demolition is slated to begin around July 6 and take perhaps two weeks. In any case, the FAA expects the work to be completed by the end of the summer.

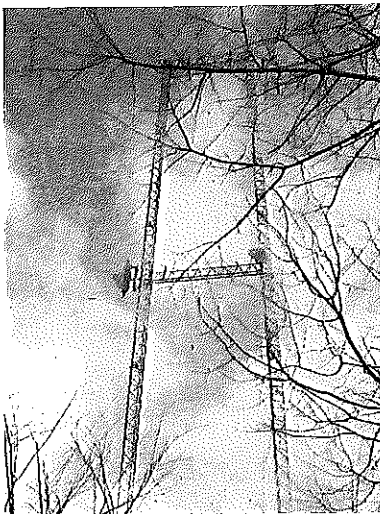
While it is underway, the demolition project will no doubt be disruptive and public access to the preserve may be compromised.

PVAS will do its best to monitor the situation and keep the public informed through email and on its website.

If you have questions, contact Peter Smith at 304-876-1139 or [pvsmitth@frontiernet.net](mailto:pvsmitth@frontiernet.net).

The tower was built by Western Union in 1962, as part of an upgrade of a nationwide network of some 400 towers that used microwave signals to relay radio signals from point to point. During the Cold War era, the network played a role in national defense communications as well as commercial communications.

Western Union sold off its tower network in the 1980s, and the FAA acquired the Eidolon tower at that time.



## Congrats to Camp Scholarship Recipients!

Summer is going to be an especially exciting time for the young people who have won camp scholarships from PVAS. Each of the scholarship recipients wrote a letter to the scholarship committee outlining why they wanted to attend their chosen camp and included a reference from a non-family member such as a teacher.

Dylan Monroe and Madeline Madison will be attending the Student Climate and Conservation Congress (SC3) Conference at NCTC in June. This conference is sponsored by the Green Schools Alliance and brings together high school students from all over the United States to address environmental and climate challenges. The program is designed to empower outstanding student environmental leaders with the skills, knowledge, and tools necessary to address natural resource conservation challenges and better serve their schools and communities. Nationally known environmentalists challenge the students to return to their home communities to continue serving as environmental leaders. This year's keynote speaker will be Barry Lopez, National Book Award Winning Essayist and author.

Campers receiving scholarships to attend camp at Yankauer chose a variety of sessions including Mystery Week, Nature Detectives, Hop, Slither, Sneak!, Camp Survivor, and Wild Wings. These scholarship recipients go through the same application process, and we are proud to announce the following winners: Diana and Julia Albright, Jaelyn, Jenna, and Joe Anderson, Alicia Baith, Megan Brady, Connor, Cole, and Carli Hamilton, Christian Heasley, Jack and Luke Kastens, Kaitlyn Kile, Christian Romero, Dora Stump, Greyson Vesper, and 10 students from the Martinsburg Promise Neighborhood. Congratulations to all these campers!

Every year since PVAS was formed, we have sent youngsters to camp on scholarships, supported by our fall birdseed sale and other donations. This year, additional donations almost overwhelmed us and made it possible for many more campers to attend a session of their choice. Almost \$4000 in scholarships was awarded! Thank you for purchasing birdseed through PVAS to support the scholarship program and a very special thank you to the individuals who made donations! The youth will have a fantastic time at the various camps, and will more than likely have so much fun they won't even realize how much they're learning along the way!

## PVAS Holds Ruth Ann Dean Memorial Birdathon

This year, 27 birdathoners in 11 teams competed to see how many different birds they could count in a 24-hour period. Each of us looks forward to the Birdathon each year, which is part fun and part "strongman" contest. The clock began at midnight, May 12, and many of us crawled out of bed well before dawn, wondering when our eyelids would snap open. I asked our contestants to share some of their thoughts with you.

Birdmom and her team, the "White-eyed Weary-o's" started the day at 3 a.m. with a near miss from a meteorite, which burned up surprisingly close to their car—good omen? Bad? It must have been good because they had a very good day. Her team's highlights were hearing 30+ Whip-poor-wills singing at night, a dawn chorus of numerous Hooded Warblers and a beautiful Blackburnian Warbler, which Roger Tory Peterson called "Flamethroat" after its brilliantly colored yellow-orange throat.

Dawn Lewis, Team Leader of the "Chickadees," had a Kildeer doing a broken wing display when the team got too close to "an adorable baby bird." They also had Baltimore and Orchard Orioles, which are two of my favorite birds. Dawn said her team "had a great time."

Deb Hale's team, "Off on a Lark," were glad to find a Black-billed Cuckoo at Stauffer's Marsh and a Scarlet Tanager "lit up by the first waves of morning sunlight." They also found two "Flamethroats" and a Common Nighthawk on their trip. "Off on a Lark" is a new team this year.

Dave Myles, Team Leader for the "Xbirders," found a Hooded Merganser on Back Creek at the Tuscarora Road Bridge with 11 ducklings, the first time he had seen Hooded Mergansers breeding in that area. His team also had a Blue-winged Warbler and Northern Waterthrush at Altona Marsh.

Jane Vanderhook, Leader of the "Lame Ducks," did the "Big Sit" at Jean Neely's house in the woods above the Potomac River. "Big

Sit" is the equivalent of "Couch Potato" for birders. They got a few good birds off Jean's deck but hoped for more. Jane reported that they had fun.

What made the biggest impression on me this year, as I think back? Maybe it was hearing a choir of Whip-poor-wills singing before 5 a.m. near Sideling Hill or a chorus of songbirds singing their dawn songs. There is something enchanting about that time of day; if only it were 3 hours later and we were wider awake. We were also happy to find an Olive-sided Flycatcher and Black-billed Cuckoo near Sideling Hill and a Northern Waterthrush at Hancock.

Several teams blasted through the 100 species mark this year, including the "White-eyed Weary O's," "Off on a Lark," and the "Xbirders." I haven't heard from some teams yet, so there may be more and it's too soon to declare a winner. These accomplishments are special to birders and birding teams, but these accomplishments are trumped by the fun and feelings of comradery of participating in the Birdathon.

Congratulations are in order for all teams that competed this year!  
Sandy Sagalkin

## Don't Miss Trip to Smithsonian's Front Royal Center

PVAS is sponsoring a special tour of the Smithsonian Institution's Conservation Biology Institute (formerly known as the National Zoo Conservation and Research Center), near Front Royal, Virginia, on Friday, June 22.

This will be a rare opportunity to see this world-renowned zoological research facility—which is not regularly open to the public—in an up-close and personal way. PVAS was last able to sponsor a tour there in 2009.

The tour will be held starting at 1:00 p.m. It will be guided by SCBI docents and last about 2 hours. Because of this tour's length, the Center does not recommend bringing children below the age of 12.

The Institute will be charging a fee of \$10 per person, and it is asking PVAS to collect this fee on its behalf. Participants may pay with a credit card on the PVAS website or bring cash or a check payable to PVAS on the day of the tour.

Tour participants will be expected to arrange their own transportation to the Center, which is about an hour and a quarter's drive from the Charles Town area.

Once there, the tour group will be transported around the Center's expansive campus in vans.

Anyone is welcome to join the tour but space is limited to 26, so those who would like to participate should make a reservation as soon as possible on the PVAS website or by contacting Kelly Wolf at kheldreth@hotmail.com or 304-229-6229.

The Center encompasses 3,200 acres in the Blue Ridge foothills, and houses between 30 and 40 bird and mammal species at any given time.

Its scientists are in the forefront of efforts to maintain genetic diversity and provide reserves for highly endangered species.

The current priority for the Institute's animal collection is veterinary and reproductive research. By living in controlled environments, the birds and mammals—most of them little-known and endangered—provide ideal subjects for intensive study and the rapid acquisition of urgently needed information. Findings from these studies provide critical information for the management of captive populations and valuable insights for the conservation and management of wild populations.

Species currently on hand at the facility include South American maned wolves, cheetahs, cranes, and Przewalski's horses.

The tour group will have the opportunity to see several of these animals. They will also have a chance to learn first-hand about research being conducted at the Institute.

The Institute's address is 1500 Re-mount Road (Route 522), Front Royal. Detailed directions will be available on the PVAS website as the tour date draws closer.



Przewalski's Horse and foal

To learn more about the Center,

## June Birding Trips

PVAS has scheduled five local birding trips for June.

All of the trips will be free and anyone with an interest is welcome to come along, regardless of their birding skills. Children will be welcome unless otherwise noted. Please note that pre-registration is required for two of the trips.

For each trip, participants should wear sturdy footwear, dress appropriately for prevailing weather conditions, and bring along water and bug spray.

Binoculars will be available for anyone who needs them.

Trips may be cancelled in the event of bad weather. Various trip details could also change depending on weather or recent bird sightings.

Unless otherwise noted, the contact for more information about each trip is Sandy Sagalkin at 240-291-6465 or [monsansagalkin@myactv.net](mailto:monsansagalkin@myactv.net).

The specific dates, destinations and details are as follows:

**Saturday, June 2: Bird walk on the campus of the National Conservation Training Center outside Shepherdstown.** Meet at 7 a.m. at the visitor's parking lot in front of the Center's Main Building. The Center's 538-acre campus contains a mix of fields and forest, and it provides good habitat for a variety of birds. Species likely to be sighted include Baltimore and Orchard Orioles; Eastern Bluebirds; Bald Eagles; Re-shouldered and Red-tailed Hawks; Great Blue Herons; and several species of swallows, flycatchers, vireos and warblers. The outing will involve walking about two miles over easy terrain. Please note that because the Center is a federal facility, pre-registration is essential. To pre-register, contact trip leader Sandy Sagalkin at the email address or phone number shown above

no later than May 28.

**Wednesday, June 6: Birding trip to Altona Marsh outside Charles Town.** Meet at 7 a.m. at the following location: from Charles Town, take Route 51 west about a mile and turn right onto Piedmont Lane; park by the old church ruins or on the side of the lane. The Marsh is a rare, 70-acre marl wetland protected by a Nature Conservancy easement. It is a good site for birding, not only because it harbors a rich variety of species but also because the terrain offers easy viewing. Likely sightings include Baltimore and Orchard Orioles; warblers; Red-winged Blackbirds; Willow Flycatchers; Virginia Rail; Great Blue Herons; and other species. The outing will involve about two miles of relatively easy walking, some along a railroad track. Pre-registration is required, and participants must sign a waiver. To pre-register, contact Sandy Sagalkin. Children ages 12 and up will be welcome, but they must be accompanied by an adult.

**Wednesday, June 13: Bird walk in the Virginius Island area of Harpers Ferry.** Meet at 7 a.m. in the parking area on Shenandoah Street just below the intersection with Route 340. Likely species include Orioles, various types of vireos and flycatchers, herons, ducks, raptors, and perhaps a few types of warblers. The outing will involve about three miles of level walking. For more info contact Deb Hale at 304-535-1528 or debhale72@gmail.com.

**Saturday, June 23: Antietam Battlefield Birding Trip.** Sponsored jointly by PVAS and the Washington County Bird Club. Meet at 7 a.m. at the Burnside Bridge parking area. The trip route will include Snavelly's Ford, parts of the Final Attack Trail, and other stops. In all, it will involve about two miles of easy walking. Likely species include Cliff Swallows, Eastern Meadowlarks, Grass Sparrows, Warbling and other vireos, orioles; some warbler species, Eastern Bluebirds, and others.

**Wednesday, June 27: Birding trip to the Shannondale Springs Wildlife Management Area in Jefferson County.** Meet at 7 a.m. in the parking area by the WMA's boat launch site. Directions to the meeting place can be found on the Birding Trail Map on the PVAS website. The 1,361-acre Shannondale Springs property is managed by the West Virginia Division of Natural Resources; it provides access to a mixture of habitats, including the Shenandoah River shore. This trip will follow a river trail and involve about two miles of level walking. Possible species include Bald Eagles; Great Blue and Green Herons; Great Egrets; Spotted Sandpipers; Baltimore and Orchard Orioles; and several species of warblers, vireos, swallows and others.

## Join Mountain Laurel Walk at Eidolon on June 9

The Potomac Valley Audubon Society will sponsor a Mountain Laurel walk at its Eidolon Nature Preserve in Morgan County on Saturday, June 9.

There will be no fee, and anyone with an interest is invited to attend. No pre-registration is required.

The walk will be led by local naturalist Joe Gentile.



It will offer an opportunity to see the Preserve's large and impressive stand of Mountain Laurel shrubs, which bloom spectacularly at this time of year.

Those who wish to join the walk should plan to arrive at the Preserve at 10 a.m. Everyone should wear sturdy walking shoes or boots, dress appropriately for the prevailing weather and bring water and bug spray.

Directions to the Preserve are on the PVAS website at [www.potomacaudubon.org](http://www.potomacaudubon.org). For more information contact Peter Smith at 304-876-1139 or [pvsmitth@frontiernet.net](mailto:pvsmitth@frontiernet.net).

## Natural History Workshops

PVAS's Potomac Valley Naturalist Program this year is once again offering a series of Natural History Workshops (formerly called Master Naturalist Workshops).

The workshops, which consist of two or more hours of expert instruction on a specific natural history topic, count as elective courses for individuals enrolled in the Master Naturalist Program.

However, each session is also open on a space-available basis to members of the general public who are interested in learning more about certain topics but do not want to commit to a full course of Master Naturalist instruction.

Enrollment for each workshop will be limited to 20 persons.

The cost of attendance for each workshop will be \$10 for Master Naturalist Program members and trainees and \$15 for PVAS members or members of the public.

Application forms and full details are available on the PVAS website at [www.potomacaudubon.org](http://www.potomacaudubon.org).

In all, a total of five workshops on a variety of topics are being offered during 2012.

The first workshop, on "Edible Wild Plants" was held on March 31 and was filled before it could be advertised to the public.

The specific dates, topics, and locations of the remaining workshops are as follows:

**June 23: "The American Beaver in West Virginia."** 10 a.m.-noon at the Bolivar Community Center. Master Naturalist, Laura Clark, will share information on the natural history of beavers as well as information about her beaver research done at Canaan Valley as a Master Naturalist volunteer. After the presentation, those interested in going to an inactive beaver site in Harpers Ferry with Laura are welcome to do so.

**September 8: "Mushroom Hunters."** 10 a.m.-noon at the Yankauer Nature Preserve. Dr. Alan Biggs will help you learn to identify specific species of mushrooms and learn more about their specific habitats, methods of reproduction, and identification techniques. (This workshop is currently full.)

**September 22: "Natural History of Dolly Sods."** 7 a.m.-7 p.m. Join naturalist Bob Dean for an all-day exploration of this distinctive, high-altitude plateau in Grant and Pendleton counties. The distinctive landscape of "the Sods" includes barrens, meadows and bogs that contain life forms normally found much farther north in Canada.

**Date, place to be announced: "Project underground."**

Project Underground is a national, interdisciplinary, environmental education program designed for grades K-12 that focuses on caves and Karst geology (so common in the Eastern Panhandle). Participants join in hands-on activities, learn more about caves and Karst ecology, and expand their knowledge and teaching skills.

**Look for PVAS Displays at Local Fairs, Festivals**

If you're attending the Shepherdstown Street Fest and/or the Morgan County Fair this summer, stop by PVAS' displays at these events and say hello.

The Shepherdstown Street Fest will be held from 10 a.m. to 9 p.m. Saturday, June 30, on German Street in downtown Shepherdstown.

The Morgan County Fair will be held from 10 a.m. to 6 p.m., Saturday, August 4, and noon to 5 p.m., Sunday, August 5, at the Berkeley Springs High School.

**Berkeley Springs Fall Birding Festival Set for September 21-23**

Planning is underway now for the Fifth Annual Berkeley Springs Fall Birding Festival, which will be held in and around Berkeley Springs the weekend of September 21-23.

The festival is aimed at beginning and intermediate birders and families with children.

PVAS will once again be its lead sponsor. Local community sponsors will include the Nature Niche.

Full details will be announced in the September issue of *Valley Views*. In the meantime, keep an eye on the PVAS website for updates.

**View from the Eagle's Nest**

by Sandy Sagalkin

Since we are nearing the first anniversary of the PVAS Birding Committee, I thought I would use the column to tell you what we have done. First, our membership: Matt Orsie, Bob Dean, Wil Hershberger, Joette Borzik, Carol DelColle, Jean Neely, and Nancy Kirschbaum. Kristin Alexander, Ellen Murphy, and Bob Reynolds often attend. We meet four times a year, and our meetings are open to the public. We haven't announced them in the past but will in the future. Our next meeting is at my house in Sharpsburg, Maryland, on June 30 at 4 p.m.. If you decide to come, you can try some of my Indian cooking.

In addition to the birding programs that most of you are aware of—Birding 101, the Christmas Count, the C&O Canal count (which may be discontinued), bird walks weekly during most months of the year, and the Ruth Ann Dean Memorial Birdathon—the birding committee has been hard at work trying to expand your birding opportunities, as follows:

**Birding Trail Map.** We now have an interactive on-line birding trail map on the new PVAS website that will lead you to the best birding locations in the PVAS coverage area. We owe special thanks

to Wil Hershberger, who designed and edited the website, and allowed us to use his wonderful bird photographs.

**Master Birder Program.** This is still in the planning stage, but we hope to launch this fall. It is for birders who have either completed Birding 101 or have equivalent experience/expertise. The Master Birder Program will hold a series of workshops on specific bird groups. The idea is to give birders in-depth instruction on how to identify these birds. Matt, Bob, and Wil are putting their heads together to get this rolling in the fall.

**International Migratory Bird Day Celebration (IMBD).** The Birding Committee planned activities in cooperation with NCTC and the Washington County Bird Club to celebrate the amazing journeys of migratory birds. Scott Weidensaul, author of *Living on the Wind: Across the Hemisphere with Migratory Birds*, gave a fascinating talk on these animals, where they go, how they navigate, the problems they encounter along the way and what we can do to help. It's hard to believe the distances many of them travel each year using aids such as the position of the sun or stars or magnetic fields to land on a dot on the other side of the globe.

Also, we introduced two new programs at NCTC for IMBD, "Introduction to Birding," a half-day workshop for people interested in birding but who have not yet committed to our comprehensive "Birding 101" workshop. We also scheduled a one-hour program called "Bald Eagle Watch for Parents and Children," in an effort to educate our youth to the wonders of the bird world. And for the PVAS monthly meeting at NCTC, Rich Bailey—the new ornithologist with West Virginia DNR—gave a talk on wind power, towers, and resource development impacts to migratory birds.

In cooperation with PVAS, the Washington County Bird Club and the National Parks Conservation Association led a birding trip at Antietam National Battlefield, called "Birding Through History," a program to meld birding with civil war history. We also scheduled other local birding trips during our fortnight of activities. We will end IMBD with the Ruth Ann Dean Memorial Birdathon.

**Youth Birding Programs.** This is a work in progress for the Birding Committee. We are trying to enhance birding opportunities for younger audiences. PVAS has made a substantial investment in bringing children to nature with Wee Naturalist, Audubon Discovery Camp, and school programs. The Birding Committee is trying to supplement these activities and to reach children specifically interested in learning about birds. I had mentioned in an earlier column, we are working with the Summit Hill Scout troop on a Bird Study Merit Badge. Nancy Kirschbaum and Carol DelColle often work with youngsters at Yankauer Nature Preserve on age appropriate birding activities. We are working on a birding program with the Wind Dance Farm home schoolers to prepare a brochure for PVAS focused on the values of Stauffer's Marsh Nature Preserve and activities parents and children can do there. This is a start and much more can be done.

**Stauffer's Marsh Nature Preserve Land Management Plan.** Joette Borzik, Bob Dean and Wil Hershberger of the Birding Committee, among a number of other volunteers of PVAS, are assisting with the management of the marsh. Joette Borzik is writing the Land Management Plan with the input of biologists, other specialists, and subject matter experts.

If you like what we are doing, join the committee. If you decide to come to our next meeting or want more information, email me at [monsansagalkin@myactv.net](mailto:monsansagalkin@myactv.net).

## Confessions of a Novice Birder

By Bob Reynolds

By way of introduction, I am no stranger to nature. As a long term resident of California I took advantage of the proximity of the solitude and vistas offered by our National Parks – there is something very compelling about standing in an arête above 10,000 feet in the Sierra's and watching the setting sun create diamond sparkles in the moraine lakes stretching down the mountain. Every river I have ever paddled has provided me with a vivid image specific to that river. But birds? Not so much...

Yes, we have always had a backyard feeder, but this was more a 'service' than a pleasure. We moved to Shepherdstown to paddle, but something began to change. One can't simply ignore the Pileated Woodpecker machine-gunning away on the hollow sycamore next to the house, and Linda presented me with a framed Wil Hershberger photograph for my birthday. I became vaguely aware that we were surrounded by birds unfamiliar to me.

Trying to learn more about PVAS we decided to go on a South Mountain hawk watch. The day was completely socked in and we never saw a hawk – but we met Sandy Sagalkin and Steve Hartman. Expert birders had always seemed intimidating to me, but Sandy and Steve were approachable and interesting. Sandy was leading a bird walk at NCTC, so I figured what have I got to lose?

I trailed along on the NCTC walk and I missed fully 85% of the birds everyone else was seeing. However, I had borrowed PVAS binoculars, and I could actually *see* birds for the first time. Then an Eastern Bluebird landed in a bush directly in front of me and I was stunned! He just sat there, and I had time to examine every detail. I know expert birders consider the Eastern Bluebird to be 'common', but this bird will never be anything but exceptional to me.

About this time I discovered that words mean something different to birders than to me. To me a Red-headed Woodpecker was a woodpecker with red on its head, and I had one of those on my backyard feeder. I was casually mentioning this to Nancy Kirschbaum one day and she gently asked if I meant Red-headed or Red-bellied. I of course had no idea, and Nancy very calmly and patiently explained the difference in a way that made me think that maybe expert birders were regular people.

Linda and I signed up for Birding 101 with Matt Orsie and Bob Dean. Were these experts 'regular' too? I think everyone in the class knew more than I but it didn't really matter. My bird list is *really* short, so I was plenty happy to just see 'common' birds. I grew up in Michigan with Red-winged Blackbirds, so I was thrilled to really *see* them in profusion at Altona marsh, amazed at the discipline of a Canada Goose lying absolutely motionless on her nest while 20 birders gawked from 30 feet away, and in awe of a Northern Flicker sending wood chips in every direction. I was amused when Matt brought the list of birds "we" had seen to our next class, but quite content with the far fewer birds I now recognize.

As a volunteer at Race for the Birds I missed the next field trip but Jean Neely threw down the gauntlet when she drove past and told me that I should be looking for Grasshopper Sparrows. I thought,

well that's strange, a sparrow that eats grasshoppers. Even after I checked my Peterson guide I didn't have a clue about diet or behavior – and 'uncommon' meant impossible to me. Bob Dean would change that on our next field trip to Sleepy Creek.

The field trip started slowly. I missed the Scarlet Tanager everybody else saw. Then things picked up. I had never heard of an American Redstart, but this is one gorgeous 'common' bird! I was blown away by the 'common' Ovenbird, and the 'common' Yellowthroat Warbler. Matt Orsie, with hearing approaching the supernatural, called in a fall of warblers, and there was a Blackburnian Warbler sitting still within ten feet of me! I watched an Indigo Bunting until my arms gave way.

Of course language was still a problem – I had never seen a bird feed in the top of a tree. The Indigo Bunting jumped over to a branch, grabbed what looked like a worm, and hopped back and swallowed it in one gulp. I was enthralled and commented about the worm, and the response was "I don't see any Worm-eating Warblers." I still don't know how to remark about behaviors in general. There were warblers all over the place—far more than I could identify—but it was fun watching Bob Dean and Matt Orsie go giddy with joy!

After a special stop to see the Cerulean Warbler, we went to a field to see... the Grasshopper Sparrow. I had read Peterson's—I was looking for the flat spot on the head. Matt and Bob put them right in the spotting scope, but it was only on the third or fourth view that I could make the identification. Those crazy sparrows were jumping around in the grass, but I just couldn't see them catching grasshoppers. It wasn't until we were back in the car that Linda commented that maybe 'grass-hopper' refers to behavior and not diet. Oh!

Today, I still don't think of myself as a birder. However, I watch for motion and my binoculars never go in the case. I will go on more PVAS birding trips, because I have learned that rather than being intimidating, the PVAS expert birders are actually quite entertaining in their own right!

## Coffee and Conservation

According to Scott Weidensaul, noted naturalist and a recent PVAS speaker, whether you are a coffee-holic, or an occasional sipper of the brew, your bean source choice can make a real difference—to migratory birds.

Speaking on migratory birds, Weidensaul emphasized that 'any coffee you buy in the store that is in a can is sun coffee', and, therefore, not 'bird-friendly'.

According to the literature and on-the-ground experience, shade grown coffee (as opposed to 'sun coffee') is easier on the land, provides habitat for birds, and, the sale of this coffee encourages small farmers to participate.

Cutting down natural rain forest in Central America to make room for crops, notably corn, has been of paramount concern for a long time. Now, sun coffee as a crop is also a culprit. Conservationists reason: Why not use small understory openings for coffee plants instead? This saves the valuable tree canopy habitat and the coffee production does very well. The idea is catching on.

Some research for this piece produced interesting results. For example, all certifications require verification by third-party audi-

tors; producers (and in some case buyers) must pay various fees associated with certification. Also, the only true "shade-grown" certification has been developed by ecologists at the Smithsonian Migratory Bird Center. Criteria include a canopy at least 12 meters high, a minimum of 40% shade cover, and 11 species of shade trees. Additionally, it must be organically grown. Bird-Friendly Certification by SMBC has the most robust shade/habitat standards of any coffee certification.

Although other certification organizations enjoy widespread support for their insistence on fair trade, organic methods, and small farmer inclusion, they do not require shade-grown product.

Here is a website that will give you more information, and help you find a source for SMBC Certified coffee: <http://www.coffee-habitat.com/2010/03/certified-birdfriendly-coffee/>.



Adjacent is the seal to look for. Buy your bags with this symbol and you'll be helping 'our' birds as they winter over in Central America.

## Taking Some Time Off for the Summer...

For those of you who are new to PVAS or need a reminder, PVAS does not hold monthly meetings or publish its *Valley Views* newsletter during July and August.

Our next monthly meeting and newsletter will be in September.

However, we will continue to organize field trips and other activities throughout the summer, and details about them will be available through our website, [www.potomacaudubon.org](http://www.potomacaudubon.org), local newspapers, and notices to our email list.

If you're currently not receiving email notices from us but would like to get them, you can join our e-mail list by writing to [pvasmail@aol.com](mailto:pvasmail@aol.com). Just say that you want to be on the PVAS e-mail list and provide your name and email address.

### Calendar of Events

For details go to [www.potomacaudubon.org](http://www.potomacaudubon.org)

- June 2, 7:00 am: Bird walk, NCTC
- June 6, 7:00 am: Birding trip to Altona Marsh
- June 9, 10:00 am: Mountain Laurel walk, Eidolon Nature Preserve
- June 9, 6:30 pm: PVAS annual meeting, Yankauer Nature Preserve
- June 13, 7:00 am: Bird walk, Harpers Ferry/Virginus Island
- June 22, 1:00 pm: Tour of Smithsonian Biology Institute, Front Royal, VA
- June 23: 10:00 am: Natural History Workshop on Beavers
- June 23: 7:00 am: Birding trip to Antietam battlefield
- June 27: 7:00 am: Birding trip to Shannondale Springs WMA
- August 10-12: Nature Photography Workshop, NCTC

## JOIN PVAS TODAY!

ALL of your dues will stay here to support local PVAS efforts and help us grow! And here's what you'll get:

- Access to a wide variety of PVAS programs and events for adults and children, including field trips, special events, workshops and courses, and environmental projects.
- A subscription to Valley Views, the PVAS newsletter
- E-mail alerts about events and programs of special interest
- Satisfaction of supporting conservation efforts, youth and adult nature education, individual and family recreation, and a wide array of programs in your community.

To become a local member, send in the form below and enclose a check for \$20 (\$15 for seniors and students). Make the check out to "PVAS." This fee covers membership for everyone in your household for one year.

### Membership Form

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip code: \_\_\_\_\_  
 Phone (optional): \_\_\_\_\_  
 E-mail: \_\_\_\_\_

To save postage costs, PVAS regularly sends its newsletter by e-mail. You can be assured that we do not share email addresses with anyone. If you would prefer to receive the newsletter by U.S. mail check here:

Clip and mail this form to:

Membership Chair, PVAS  
 PO Box 578  
 Shepherdstown, WV 25443

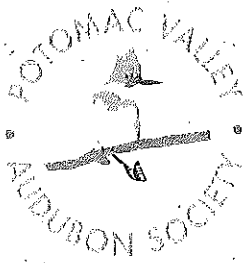
Thank you for your support!

## If you'd rather join the National Audubon Society:

Some people prefer National Audubon Society membership, which includes a subscription to the Society's Audubon magazine. To become a National member, go to the Society's website at [www.audubon.org](http://www.audubon.org) and click on "join." If you join National Audubon and reside in Berkeley, Jefferson or Morgan counties in West Virginia, or in Washington County Maryland, you will automatically become a member of PVAS and have access to our events, an e-mail copy of newsletter and e-mail alerts. However almost all of your dues payments will go to the National Audubon Society; only a small percentage will go to PVAS.

### RED TEXT - DOT ALERT

If red text or a red dot appears on your mailing label, your membership may have expired and this could be your last issue of *Valley Views*. Take action to renew your Local membership. If you are a National Audubon Society member, the National Society will notify you directly when your membership is up for renewal.



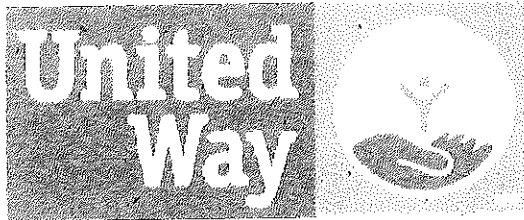
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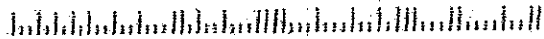
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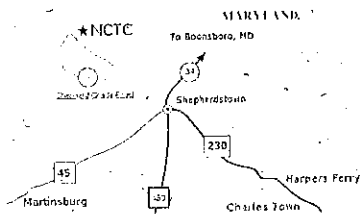
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June 2012

Printed on 100% post-consumer waste recycled paper

Volume 30, Issue 9



The Potomac Valley Audubon Society meets at 7:00 p.m. on the second Wednesday of each month, September through April, at the US Fish and Wildlife Service National Conservation Training Center (NCTC), Shepherdstown, WV, in the Instructional West Building. Programs are free and open to the public. For additional information about PVAS or its programs and activities, please call any of the board members listed her or see <http://www.potomacaudubon.org>. PVAS serves the Eastern Panhandle of West Virginia and neighboring Washington County, Maryland.

**PVAS BOARD**  
 The PVAS Board meets every other month on the first Thursday of the month (Sept.-June). Meeting location will be announced prior to meetings. These meetings are open to all PVAS members.

**PVAS Officers and Board Members**

- President: Peter Smith 304 876-1139 ..... pvsmit@frontiernet.net
- Vice President: Bob Reynolds ..... robert.reynolds40@gmail.com
- Secretary: Mina Goodrich ..... larrymina@peoplepc.com
- Treasurer: Lex Miller ..... pamandlex@frontiernet.net
- Board Development: Wayne Braunstein 304 728-7181 ..... wbraun@frontiernet.net
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**Emeritus Board Members**

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**Special Contacts**

- Executive Director: Kristin Alexander 304 676-3397 ..... kaemail730@aol.com
- Web Master: Kathy Bilton ..... kathy@fred.net
- PVAS Wildlife Rescue Coord: Diana Mullis ..... 304-267-3482

JEFFERSON COUNTY COMMISSION  
PUBLIC HEARING NOTICE

The Jefferson County Commission has scheduled a public hearing on a Zoning Map Amendment (Rezoning) for property designated as Tax District: Harpers Ferry, Map: 9-2, Parcel: 58. This property is located on the south side of Route 340 (William L. Wilson Freeway) and to the east side of Route 27/2 (Alstadt's Hill Road) and is a total of 8.98 acres. This property is currently zoned Residential Growth and a request has been made by the owner, Gene Capriotti to change the zoning to Residential/Light Industrial/Commercial.

You may provide oral or written comments at the hearing, **7:00 p.m., Thursday, June 14, 2012, in the County Commission meeting room located in the Old Charles Town Library lower level at 200 East Washington Street**, at the side entrance on Samuel Street. In addition, you may also provide written comments to [info@jeffersoncountywv.org](mailto:info@jeffersoncountywv.org) or mail to P.O. Box 250, Charles Town, WV 25414, or fax (304) 725-7916.

By Order of the Jefferson County Commission  
Patsy Noland, President

Come join our SENIOR

# PICNIC



Senior Citizen Picnic

THURSDAY, JUNE 7, 2011

11:00 a.m.-1:00 p.m.

Location: Sam Michael's Park Pavilion

Shenandoah Junction, WV

[www.jcprc.org](http://www.jcprc.org)

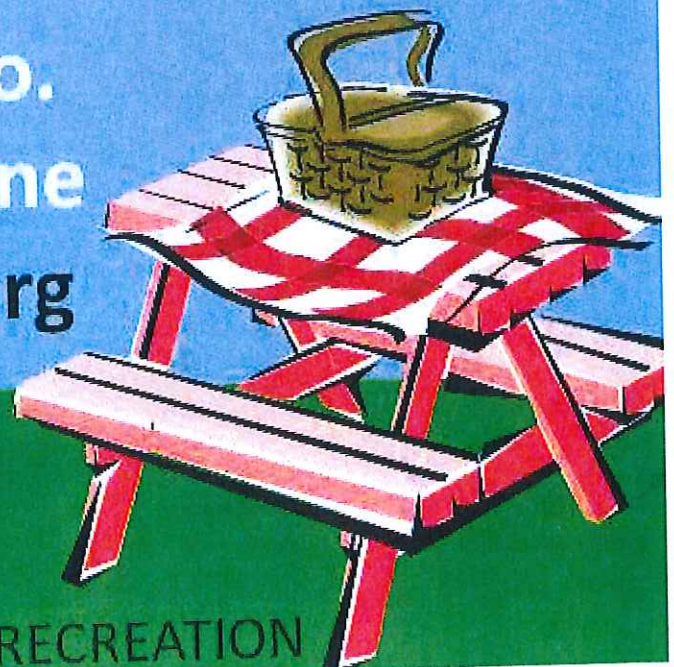
Admission Fee: \$2.00 per person.  
Pre-registration is required.

Call 304-728-3207

for more info.

Register Online

[www.jcprc.org](http://www.jcprc.org)



JEFFERSON COUNTY PARKS AND RECREATION