

AGENDA
JEFFERSON COUNTY COMMISSION
THURSDAY, JUNE 6, 2013
9:30 A.M.
County Commission Meeting Room
located at the Old Charles Town Library
200 E. Washington Street, Charles Town, WV

CALL TO ORDER

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Regular meeting minutes - May 23, 2013
- Jefferson County Emergency Services Agency Public Hearing minutes - May 23, 2013
- Regional Jail Summit Workshop minutes - May 30, 2013
- Public Hearing - Revised Commercial Impact Fee Language Draft Ordinance minutes - May 30, 2013

APPROVAL OF PURCHASE ORDERS

- June 6, 2013

APPROVAL OF ACCOUNTS PAYABLE

- June 6, 2013

PUBLIC COMMENT

PRESENTATIONS:

1. 9:45 a.m. Cam Siegrist, Bowles & Rice
- Public Hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the modification of the Berkeley County, Hardy County, and Jefferson County, West Virginia, as Joint Issuers, Commercial Development Revenue Bonds, Series 2010 (Scattered Site Project) and related documents (collectively, the "Modification"), which Bonds were issued on December 22, 2010 in the original principal amount of \$9,505,000. Approval of the Modification as "applicable elected representative" pursuant to Section 147(f) of the Code - Discussion/Action
2. 10:00 a.m. Angie Banks, Assessor
- Authorization of County Commissioners to sign the Certificates for the Real Estate and Personal Property books - Discussion/Action
3. 10:10 a.m. Laura Storm, Circuit Clerk
- Approval of Gift Bags for the Association of Counties Board Meeting to be held in Jefferson County on June 9-11, 2013 - Discussion/Action

4. 10:15 a.m. Pete Dougherty, Sheriff
 - Approval of Bailiff & Trip Guards - Discussion/Action
 - Approval of Special Deputies - Discussion/Action
5. 10:25 a.m. Ann Fern, Resident
 - Request to have the Jefferson County Courthouse open for visitors on June 22, 2013 - Discussion/Action
6. 10:40 a.m. James McNeel, Managing Director, Contemporary American Theater Festival
 - Update the Commission on the 2013 Season and request support for the annual conference of the American Theater Critics Association taking place in Shepherdstown July 17-21, 2013 - Discussion/Action
7. 11:00 a.m. BREAK
8. 11:10 a.m. Lynn Fields, Probate Clerk
 - Resignation of the Executor of the Estate of James Byron
 - Discussion/Action
9. 11:25 a.m. Jeffery Polczynski, ENP - Director of Communications
 - Washington County System Key License Agreement - Discussion/Action
 - Public Safety Integrated Systems Consulting Proposal - Discussion/Action
10. 11:50 a.m. Roger Goodwin, Chief Engineer
 - Bond reduction and or/release, Longfield Farm/Patricia Sanderson, Lots 1-28 and Residue Tract 1,3 and 4 (File #05-10) -Letter of Credit #1111268180 with Regal Bank & Trust, Owings Mill, Maryland - Discussion/Action
 - Bond reduction and/or release, Summit Point Automotive Research Center LLC-Summit Point Tactical Training Center, Phase II (File #S11-11) - Letter of Credit #313 with The Bank of Charles Town, Charles Town, West Virginia
 - Discussion/Action
 - Letter of Credits securing construction bonds - permission from Commission to allow Staff to call on any Letter of Credits that have not been renewed by Monday, July 8, 2013 - Discussion/Action
11. 12:10 p.m. Break for Lunch

NEW BUSINESS:

12. Starting salaries for new hires - (PN) - Discussion/Action

FINANCIAL DIRECTOR REPORTS

- Approval of Internal Budget Revision #112 - Animal Control Office - Discussion/Action
- Approval of Internal Budget Revision #113 - Prosecuting Attorney - Discussion/Action
- Approval of Internal Budget Revision #114 - Zoning Department - Discussion/Action
- Approval of Internal Budget Revision #115 - Planning Department - Discussion/Action
- Approval of Internal Budget Revision #116 - Communications - Discussion/Action
- Approval of Internal Budget Revision #117 - Ag Agent - Discussion/Action

COUNTY ADMINISTRATOR REPORTS

- Ratify vote taken May 23, 2013 - "Motion by Mr. Manuel to allow Ms. Brockman to move forward in advertising the position in the Planning and Zoning Department. Motion seconded and unanimously approve." - Discussion/Action
- Financial Director Job Description- Discussion/Action
- Compensation Guidelines and Compensation Committee - Discussion/Action
- Commissioner's Top Project Priority List - Discussion/Action
- IT Update - Discussion/Action
- Wellness payout update

COUNTY COMMISSION REPORTS

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

13. 1:30 p.m. Interviews and Appointments to the following:

- Appointment of one three - year term on the Jefferson County Development Authority to represent the Corporation of Harpers Ferry - Discussion/Action

- Appointment of one five - year term ending June 30, 2018 on the Summit Point Library Committee - Discussion/Action

- Appointment of one five - year term ending June 30, 2018 on the

Jefferson County Board of Health - Discussion/Action

- Appointment of three of the four three - year (only three applicants) terms ending June 30, 2018 on the Jefferson County Parks and Recreation Board - Discussion/Action

- 14. 2:00 p.m. Doug Pittinger, Director Jefferson County Emergency Services Agency - Presentation of the Revised as of May 21, 2013, Jefferson County Emergency Services Agency Fee Ordinance - Discussion/Action**

CORRESPONDENCE:

Letter from the Eastern Panhandle Home Builders Association in support of the proposed ordinance amendment to reduce Commercial Impact Fees.

Letter from Paul Rosa with a summary of his comments made at the May 23, 2013 Public Hearing on the draft ordinance to enact a service fee for the Jefferson County Emergency Services Agency, with attachments.

Email from Todd Metzgar regarding the draft fee ordinance proposal by the Jefferson County Emergency Services Agency.

Email from Chris Anders regarding the draft fee ordinance proposal by the Jefferson County Emergency Services Agency.

Letter from Lyle C. Tabb expressing interest in serving on the Jefferson County Development Authority.

WV Lottery Weekly Settlement - Week ending May 25, 2013

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 23, 2013

A meeting of the Jefferson County Commission was held on Thursday, May 23, 2013 in the County Commission meeting room in the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Dale Manuel, Patsy Noland, Walter Pellish, and Jane Tabb. Lyn Widmyer was absent with notice. Also present were Debbie Keyser, County Administrator, Cynthia Schott, Administrative Assistant and Jimmy Eddie, Bailiff. (An audio tape of the May 23, 2013 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Noland led the Pledge of Allegiance.

APPROVAL OF MINUTES

Motion by Ms. Widmyer to approve the Minutes of the May 16, 2013 County Commission Meeting as presented. Motion seconded and unanimously approved.

APPROVAL OF PURCHASE ORDERS

Motion by Ms. Noland to approve Purchase Orders in the amount of \$8,717.95 to include P. O. Nos. 50364, 61616, 49912, 51579, 50235, 50236, 51580, 50333, 50393, 50894, 50395, 50397, 51481, 51482, 51483, and 52102, Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
069906	PAYROLL	AMERICAN FAMILY LIFE ICU		\$ -	\$ 3,856.56	\$ 3,856.56
069907	GRANT	ANIMAL WELFARE SOCIETY		\$ -	\$ 9,120.00	\$ 9,120.00
069908	425	COMCAST		\$ -	\$ 353.08	\$ 353.08
069909	716	ALPHA TECH PET	50361	\$ 1,132.42	\$ -	\$ 1,132.42
069910	405	MYOSHIA BRIGHT		\$ -	\$ 138.00	\$ 138.00
069911	402	B-K OFFICE SUPPLY INC	51612	\$ 177.00	\$ -	\$ 177.00
069911	712	B-K OFFICE SUPPLY INC	51608	\$ 2,415.00	\$ -	\$ 2,415.00
069912	PAYROLL	BUREAU F/CHILD SUPPORT		\$ -	\$ 49.85	\$ 49.85
069913	PAYROLL	BUREAU F/CHILD SPRT ENF		\$ -	\$ 212.31	\$ 212.31
069914	402	KATRINA BLOOMER		\$ -	\$ 57.00	\$ 57.00
069915	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 461.54	\$ 461.54
069916	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 23.08	\$ 23.08
069917	PAYROLL	BUREAU OF CHILD SUPPORT		\$ -	\$ 362.88	\$ 362.88

069918	712	FRONTIER WV, INC		\$ -	\$ 380.00	\$ 380.00
069919	405	LAURENCE R CROFFORD		\$ -	\$ 138.00	\$ 138.00
069920	440	DAVID M. CARTER		\$ -	\$ 104.00	\$ 104.00
069921	402	CHARLES TOWN COPYING SRV	51615	\$ 892.50	\$ -	\$ 892.50
069922	PAYROLL	CHILD SUPPORT ENFORCE AG		\$ -	\$ 27.69	\$ 27.69
069923	405	JAMES CASIMIRO III		\$ -	\$ 138.00	\$ 138.00
069924	PAYROLL	COLONIAL LIFE		\$ -	\$ 729.10	\$ 729.10
069925	424	DAYCON	51570	\$ 27.53	\$ -	\$ 27.53
069926	PAYROLL	DIVERSIFIED COLLECTION		\$ -	\$ 154.83	\$ 154.83
069927	700	PETER DOUGHERTY		\$ -	\$ 222.54	\$ 222.54
069927	700	PETER DOUGHERTY		\$ -	\$ 339.98	\$ 339.98
069928	425	EASTERN LIFT TRUCK CO	51577	\$ 280.06	\$ -	\$ 280.06
069929	405	FEDEX		\$ -	\$ 58.85	\$ 58.85
069929	700	FEDEX		\$ -	\$ 67.94	\$ 67.94
069929	712	FEDEX		\$ -	\$ 190.44	\$ 190.44
069929	716	FEDEX		\$ -	\$ 13.78	\$ 13.78
069930	433	TODD FAGAN		\$ -	\$ 19.66	\$ 19.66
069931	700	GALLS,AN ARAMARK CO	51307	\$ 3,309.70	\$ -	\$ 3,309.70
069931	700	GALLS,AN ARAMARK CO	51307	\$ 273.80	\$ -	\$ 273.80
069932	415	GENERAL COUNTY FUND-J FE		\$ -	\$ 29,379.56	\$ 29,379.56
069933	424	GRAINGER, INC	51572	\$ 133.19	\$ -	\$ 133.19
069934	440	ROGER GOODWIN		\$ -	\$ 104.00	\$ 104.00
069935	433	JESSICA GORMONT		\$ -	\$ 17.75	\$ 17.75
069936	433	GEOGRAPHIC INFO SERVICES	50863	\$ 7,784.12	\$ -	\$ 7,784.12
069937	405	CHARLES B HOWARD		\$ -	\$ 138.00	\$ 138.00
069938	716	HILLSIDE VETERINARY HOSP	50363	\$ 194.08	\$ -	\$ 194.08
069939	412	MICHAEL HARMAN		\$ -	\$ 534.49	\$ 534.49
069940	PAYROLL	ING NATIONAL TRUST		\$ -	\$ 2,920.00	\$ 2,920.00
069941	700	THE JOURNAL	51313	\$ 473.51	\$ -	\$ 473.51
069942	712	JEFFERSON CO FAIR ASSOC	51595	\$ 225.00	\$ -	\$ 225.00
069943	PAYROLL	JEFFERSON SECURITY BANK		\$ -	\$ 40.00	\$ 40.00
069943	PAYROLL	JEFFERSON SECURITY BANK		\$ -	\$ 4,783.00	\$ 4,783.00
069944	405	PATSY KIDWELL		\$ -	\$ 138.00	\$ 138.00
069945	401	SUSANNE O. KOENING		\$ -	\$ 30.00	\$ 30.00
069946	405	RALPH A LORENZETTI JR		\$ -	\$ 138.00	\$ 138.00
069947	PAYROLL	COMPROLLER OF MARYLAND		\$ -	\$ 782.56	\$ 782.56
069948	424	MINGHINI'S	51355	\$ 5,173.08	\$ -	\$ 5,173.08
069949	405	GAIL MCMILLION		\$ -	\$ 138.00	\$ 138.00
069950	402	JENNIFER S. MAGHAN		\$ -	\$ 57.00	\$ 57.00
069951	402	GAIL MAGAHA		\$ -	\$ 57.00	\$ 57.00
069952	440	MICHAEL MONAGHAN		\$ -	\$ 97.00	\$ 97.00

069953	717	MILLER'S CHRYSLER JEEP	51567	\$ 250.90	\$ -	\$ 250.90
069954	PAYROLL	HELEN M. MORRIS, TRUSTEE		\$ -	\$ 150.00	\$ 150.00
069955	405	HARRY A. MILMAN, PH.D		\$ -	\$ 1,700.00	\$ 1,700.00
069956	PAYROLL	NATIONWIDE RETIREMENT		\$ -	\$ 774.00	\$ 774.00
069957	405	NATL DIST ATTORNEYS ASSO	50396	\$ 75.00	\$ -	\$ 75.00
069958	700	ENHANCED PRINTING & PROM	51315	\$ 369.47	\$ -	\$ 369.47
069959	402	PIFER OFFICE SUPPLY, INC	51614	\$ 114.47	\$ -	\$ 114.47
069960	428	PROFOUND LOGIC SOFTWARE		\$ -	\$ 675.37	\$ 675.37
069961	405	LECTOR DENISE RIDEOUTT		\$ -	\$ 138.00	\$ 138.00
069962	425	RCS SECURITY	51573	\$ 2,250.00	\$ -	\$ 2,250.00
069963	405	HASSAN RASHEED		\$ -	\$ 138.00	\$ 138.00
069964	401	RICOH USA, INC./GA		\$ -	\$ 252.73	\$ 252.73
069964	403	RICOH USA, INC./GA		\$ -	\$ 287.58	\$ 287.58
069964	404	RICOH USA, INC./GA		\$ -	\$ 123.90	\$ 123.90
069964	405	RICOH USA, INC./GA		\$ -	\$ 423.90	\$ 423.90
069964	406	RICOH USA, INC./GA		\$ -	\$ 123.90	\$ 123.90
069964	425	RICOH USA, INC./GA		\$ -	\$ 48.10	\$ 48.10
069964	433	RICOH USA, INC./GA		\$ -	\$ 197.41	\$ 197.41
069964	440	RICOH USA, INC./GA		\$ -	\$ 197.41	\$ 197.41
069964	700	RICOH USA, INC./GA		\$ -	\$ 295.90	\$ 295.90
069964	712	RICOH USA, INC./GA		\$ -	\$ 267.08	\$ 267.08
069965	401	SOFTWARE SYSTEMS, INC		\$ -	\$ 178.00	\$ 178.00
069965	402	SOFTWARE SYSTEMS, INC		\$ -	\$ 118.50	\$ 118.50
069965	404	SOFTWARE SYSTEMS, INC		\$ -	\$ 753.00	\$ 753.00
069965	406	SOFTWARE SYSTEMS, INC		\$ -	\$ 70.00	\$ 70.00
069966	405	SPECIALTY BUS SUPPLIES	50392	\$ 1,370.92	\$ -	\$ 1,370.92
069966	700	SPECIALTY BUS SUPPLIES	51312	\$ 211.86	\$ -	\$ 211.86
069967	405	STAPLES CREDIT PLAN	50391	\$ 162.98	\$ -	\$ 162.98
069968	704	ST/WV REGIONAL JAIL &	50070	\$ 80,080.80	\$ -	\$ 80,080.80
069969	701	SUPERIOR AUTO BODY	51310	\$ 2,523.21	\$ -	\$ 2,523.21
069970	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 10,570.30	\$ 10,570.30
069970	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 3.14	\$ 3.14
069970	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 0.74	\$ 0.74
069970	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 45,197.14	\$ 45,197.14
069970	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 101.66	\$ 101.66
069970	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 23.78	\$ 23.78
069970	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 2.10	\$ 2.10
069970	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 43,817.71	\$ 43,817.71
069970	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 118.12	\$ 118.12
069971	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 31,195.08	\$ 31,195.08
069971	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 1.12	\$ 1.12

069971	PAYROLL	SHERIFF OF JEFFERSON CO		\$ -	\$ 103.40	\$ 103.40
069972	PAYROLL	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 15,966.48	\$ 15,966.48
069972	PAYROLL	WV DEPUTY SHRF RETIREMEN		\$ -	\$ 10,439.67	\$ 10,439.67
069973	712	SEN COMMUNICATIONS	51597	\$ 125.00	\$ -	\$ 125.00
069973	712	SEN COMMUNICATIONS	51598	\$ 25.00	\$ -	\$ 25.00
069974	405	BRANDON C.H. SIMS		\$ -	\$ 295.00	\$ 295.00
069974	405	BRANDON C.H. SIMS		\$ -	\$ 233.91	\$ 233.91
069974	405	BRANDON C.H. SIMS		\$ -	\$ 138.00	\$ 138.00
069975	401	SANDRA SLUSHER MCDONALD		\$ -	\$ 59.91	\$ 59.91
069976	405	DEBORAH STELLATO		\$ -	\$ 138.00	\$ 138.00
069977	405	TERESA TRITELLI		\$ -	\$ 138.00	\$ 138.00
069978	712	PANHANDLE ACCIDENT RECON	51596	\$ 1,500.00	\$ -	\$ 1,500.00
069979	716	VALLEY PET CEMETERY	50360	\$ 367.00	\$ -	\$ 367.00
069980	405	WEST PAYMENT CENTER	49635	\$ 3,008.63	\$ -	\$ 3,008.63
069981	PAYROLL	WV PUB EMP RETIRE SYS		\$ -	\$ 3.58	\$ 3.58
069981	PAYROLL	WV PUB EMP RETIRE SYS		\$ -	\$ 1.15	\$ 1.15
069981	PAYROLL	WV PUB EMP RETIRE SYS		\$ -	\$ 80,527.59	\$ 80,527.59
069981	PAYROLL	WV PUB EMP RETIRE SYS		\$ -	\$ 25,883.87	\$ 25,883.87
069982	PAYROLL	WV CPRB/LOAN DIVISION		\$ -	\$ 166.50	\$ 166.50
069983	700	WV SIGNAL & LIGHT, INC.	51314	\$ 494.00	\$ -	\$ 494.00
069984	425	WINCHESTER SECURITY,LLC	51575	\$ 170.00	\$ -	\$ 170.00
069985	405	DEBRA A. YOUNG		\$ -	\$ 138.00	\$ 138.00
						\$ 444,340.43
TOTAL				\$ 115,590.23	\$ 328,750.20	\$ 444,340.43

Motion by Tabb to approve the accounts payable for May 23, 2013 in the amount of \$444,340.43. Motion seconded and unanimously approved.

PUBLIC COMMENT:

David Tabb, resident – Shared his views on the job the County Commissioners are doing.

Peter Onoszko, resident – Spoke regarding agenda item #2, Rezoning Development Plans for Rezoning Applications. Mr. Onoszko expressed his views on the importance of property rights of homeowners.

PRESENTATIONS:

- Jennifer Brockman, Director of Planning & Zoning, Presentation of Ranson's 2012 Comprehensive Plan recommendations and approval. The Planning staff invited David Mills, with the City of Ranson, for a detailed presentation to the County Commission regarding their Comprehensive Plan development process, recommendations, and implementation tools. The City of Ranson recently completed their 2012 Comprehensive Plan and a complete rewrite of their Zoning Ordinances. Subsequent to the approval of these two documents, the City Council voted to rezone the entire city based on the recommendations of the Plan to a type of zoning

referred to as Smart Code and/or Form Based Code. This type of zoning permits development to occur in a manner that allows a mixture of uses with varying densities, a traditional grid street system, and a mixture of public and private amenities. It is based on a system of Sectors that are detailed in the Comprehensive Plan representing various geographic areas where various types of development patterns are permitted to occur. Specifically, Mr. Mills spoke to how the changes in the City zoning will interface with the County zoning and discussed options for addressing future development within the Urban Growth Area boundaries.

2. Lyn Widmyer, Commissioner – Rezoning Development Plans for Rezoning Applications to Residential-Light Industrial-Commercial Zone and/or Commercial-Industrial Zone. Ms. Widmyer stated rezoning requests for these two zones has raised considerable public concern because property owners are not required to show a plan for how the property will be developed at time of rezoning. Neighbors have correctly raised issues about traffic, lighting and the effect on the character of their neighborhood. None of these concerns can be addressed because the applicant is not required to show any development plans.
 - **Motion by Ms. Widmyer to request the Planning Commission to report back on a possible amendment to the Residential-Light Industrial-Commercial Zone and the Commercial-Industrial Zone to require that a rezoning application be accompanied by a development plan that protects neighborhoods. The requirements of the development plan should be the same as the Planning Commission proposed to be part of rezoning applications for the Planning Neighborhood District:**
 - i. **Graphic illustration of locations of proposed land uses; landscaping areas, pedestrian amenities; Interconnectivity of roads, trails, sidewalks and adjacent parcels; open space areas of undisturbed tree canopy; passive or active recreational areas; setbacks for buildings, parking, drive aisles and other features associated with the proposed development.**
 - ii. **Proposed square footage of development type and proposed residential densities.**
 - iii. **Proposed building heights.**
 - iv. **Any requested modifications to the standards of the Zoning Ordinance or the Subdivision and Land Development Regulations.**
3. Sheriff Pete Dougherty - Jefferson County Sheriff's Department, requesting permission to add names to the trip guard pool. This request will not affect the budget, but will increase the pool of people to elevate the need for deputies to run transport calls.
 - **Motion by Ms. Tabb to approve the addition of Robert M. Amick, Robin J. Mahony and John T. Mills to the trip guard list. Motion seconded and unanimously approved.**

Ms. Keyser stated one of the gentleman works for the 911 Communication Center and is under the same EIN number. Hours worked between the Sheriff's Dept. and 911 will need to be monitored so they do not become full time with the benefits afforded full time employees.

4. **The Commission recessed for break at 11:05**
The Commission reconvened from break at 11:17

COUNTY ADMINISTRATOR REPORT

Ms. Keyser stated the renewal date for WV Corp is July 1, 2013. Ms. Keyser is concerned there is not enough time to adequately go through all the material to put an RFP out before July 1, 2013. Ms. Keyser stated Steve Groh is working with WV Corp to resolve some of the issues the County has been having with them and would like direction from the Commission as to how to precede. It was the consensus of the Commission, to have Mr. Groh continue to work towards resolving these issues, and to begin the process of getting the RFP together to go out to bid.

Ms. Keyser reported Steve Barney will be leaving the department of Planning and Zoning. Ms. Keyser requested

permission for the Ms. Brockman to move forward advertising this position.

- **Motion by Mr. Manuel to allow Ms. Brockman to move forward in advertising the position in the Planning and Zoning Department. Motion seconded and unanimously approved.**

Ms. Keyser reported the Division of Culture and History has called inquiring if Jefferson County will be participating in the anniversary celebration in Charleston. Ms. Keyser stated Ms. McDonald has contacted all the schools and was unable to find anyone to participate.

Ms. Keyser reported IT is moving forward.

Ms. Keyser requested permission to hire a part time temporary help for the Jefferson County Commission office on Monday, Thursday and Friday

- **Motion by Ms. Noland to approve temporary office help, three days a week or more if needed, for the County Commission Office. Motion seconded and unanimously approved.**

Ms. Keyser requested permission to advertise for an Administrative Assistant to fill the vacancy at the County Commission office.

- **Motion by Mr. Manuel to advertise for the Administrative Assistant for the County Commission office. Motion seconded and unanimously approved.**

Ms. Keyser recommended promotion for Ms. Schott to the open position of Executive Assistant in the County Commission office at a salary of \$34,946.63. This is a budgeted position.

- **Motion by Mr. Pellish to approve the promotion of Ms. Schott to Executive Assistant in the County Commission office at a salary of \$34,946.63. Motion seconded and unanimously approved.**

Ms. Widmyer requested a job description be brought to the Commission.

COUNTY COMMISSIONERS REPORTS

Dale Manuel:

- Attended an ESA meeting at Station 11.
- Attended the NAACP sponsored Public Hearing regarding utility rates.

Patsy Noland:

- Met with citizens and firefighters regarding the JCESA and her Firefighter/Paramedics/EMTS proposal.
- Went on a "field trip" related to the ESA proposal.
- Attended the Convention and Visitors Bureau Search Committee meeting.
- Attended the NAACP sponsored Public Hearing regarding utility rates.

Walt Pellish:

- Attended the Development Authority meeting.

Jane Tabb:

- Met with a constituent regarding the JCESA proposal.
- Participated in Farm tours.

Lyn Widmyer:

- Met with the Engineering department staff regarding building permits.
- Attended a Pan Tran meeting.
- Attended the NAACP sponsored Pubic Hearing regarding utility rates.

- **Motion by Ms. Noland to go into Executive Session to discuss personal/legal issues pursuant to §6-9A-4A. Motion seconded and unanimously approved.**
- **Motion by Ms. Noland to come out of Executive Session. Motion seconded and unanimously approved.**

The Commission meeting was adjourned at 11:46 a.m. on a motion by Ms. Noland. Motion was seconded and unanimously approved.

DALE MANUEL, PRESIDENT

Respectively submitted
Cynthia C. Schott
Administrative Assistant

SPECIAL SESSION:

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

At a Special Session of the County Commission of said County and State continued and held at The Old Charles Town Library, 200 E. Washington Street, Charles Town, WV 25414 thereof on Thursday, May 23, 2013, beginning at 7:00 o'clock p.m.

PRESENT: Dale Manuel, President,
Walt Pellish, Vice President,
Patsy Noland and Jane Tabb; Commissioners.
Debbie Keyser, County Administrator; Stephanie Grove, Assistant Prosecuting Attorney;
and Cynthia Schott, Administrative Assistant.

RE: **PUBLIC HEARING – On a Draft Ordinance Proposal by the Jefferson County Emergency Services Agency for a Jefferson County Special Emergency Service Fee.**

A sign in sheet was provided for anyone wishing to address the Commission.
Commissioner Manuel called the meeting to order at 7:02 p.m.

Doug Pittinger, Director, Jefferson County Emergency Services Agency (JCESA), made an opening statement explaining the necessity of enacting a fee.

The following citizens addressed the Commission:

- 1) Joe Grodzicki, Charles Town – is in favor of JCESA fee ordinance as presented.
- 2) Robert Leeper, Kearneysville – is not in favor of the JCESA fee ordinance as presented.
- 3) Bob Aticheson, Charles Town – is not in favor of the JCESA fee ordinance as presented.
- 4) Doug Rockwell, Charles Town – is not in favor of the JCESA fee ordinance as presented.
- 5) Bill Smith, Shenandoah Junction - is not in favor of the JCESA fee ordinance as presented.
- 6) Christie Leeper, Kearneysville – is not a proponent of the JCESA fee ordinance as presented.
- 7) Debbie Royalty, Charles Town – is in support of the JCESA fee ordinance as presented.
- 8) Paul Rosa, Charles Town – is opposed to the JCESA fee ordinance.
- 9) A.J. Myers, resident – is opposed to the JCESA fee ordinance as presented.
- 10) Mark Dyck, representing the Jefferson County Development Authority(JCDA) – read a letter on behalf of the JCDA stating the Authority has some concern with the

current proposal and offered assistance in developing a fee structure. They support the concept, not the current proposal.

- 11) Rachel Fluke, Charles Town – is in support of the proposed JCESA fee ordinance as presented.
- 12) Tamra Trafford, Shepherdstown & JCESA employee – is in support of the proposed JCESA fee ordinance as proposed.
- 13) Don Elgle, Charles Town – is in support of the proposed JCESA fee ordinance as proposed.
- 14) David Tabb, resident – believes the JCESA should handle this fee on their own, not through the County Commission.
- 15) Marshall Demritt, Shepherdstown – is in favor of the proposed JCESA fee ordinance as presented if this is the only means to fund fire departments.
- 16) Ed Smith, President of Independent Fire Company – is in favor of the proposed JCESA fee ordinance if it helps the fire companies.
- 17) Chris Higdon, President Friendship Fire Company – is in favor of the proposed JCESA fee ordinance as presented.
- 18) Ross Morgan, Fire Chief in Shepherdstown – is in favor of the proposed JCESA fee ordinances as presented if it helps the fire companies.

With there being no further citizens to address the Commission, Commissioner Manuel called the Public Hearing closed. Commissioner Manuel stated written comments will be accepted by mail or email for two weeks.

Upon rising, the Commission recessed at 8:04 p.m. until Thursday morning next beginning at 11:00 o'clock a.m.

DALE MANUEL, COMMISSION PRESIDENT

Respectively submitted
Cynthia C. Schott
Administrative Assistant

Minutes

Jefferson County Commission

Thursday, May 30, 2013

A meeting of the Jefferson County Commission was held on Thursday, May 30, 2013 in the County Commission meeting room in the Old Charles Town Library located at 200 E. Washington Street, Charles Town, WV 25414. Present were Commissioners Dale Manuel, Patsy Noland, Walter Pellish, and Jane Tabb. Lyn Widmyer was absent with notice. Also present were Debbie Keyser, County Administrator, Cynthia Schott, Administrative Assistant and Jimmy Eddie, Bailiff. (An audio tape of the May 30, 2013 meeting is available through the Jefferson County Commission Office.)

PLEDGE OF ALLEGIANCE

Commissioner Tabb led the Pledge of Allegiance.

APPROVAL OF PURCHASE ORDERS

Motion by Ms. Noland to approve Purchase Orders in the amount of \$11,707.68 to include P. O. Nos. 51599, 51603, 51604, 51618, 51620, 51582, 51584, 52101, 52103, and 52104. Motion seconded and unanimously approved.

APPROVAL OF ACCOUNTS PAYABLE

CHCKNO	DEPT	VENDOR	PONUM	POAMT	NOAMT	CHECK AMOUNT
069987	712	AT&T/GA		\$ -	\$ 186.98	\$ 186.98
069988	424	B-K OFFICE SUPPLY INC	51579	\$ 807.85	\$ -	\$ 807.85
069988	712	B-K OFFICE SUPPLY INC	49880	\$ 169.80	\$ -	\$ 169.80
069989	401	201 N. GEORGE ST LLC		\$ -	\$ 9,638.92	\$ 9,638.92
069990	PAYROLL	DELTA DENTAL OF WV		\$ -	\$ 5,569.56	\$ 5,569.56
069991	425	EASTERN LIFT TRUCK CO	51580	\$ 1,019.17	\$ -	\$ 1,019.17
069992	404	J & S BUSINESS FORMS LLC	52102	\$ 2,569.32	\$ -	\$ 2,569.32
069993	PAYROLL	GUARDIAN - APPLETON		\$ -	\$ 1,911.67	\$ 1,911.67
069993	PAYROLL	GUARDIAN - APPLETON		\$ -	\$ 1,671.60	\$ 1,671.60
069994	405	JEFFERSON PUBLISH CO INC	50395	\$ 108.00	\$ -	\$ 108.00
069995	439	JEFFERSON CO FAIR ASSOC	50333	\$ 175.00	\$ -	\$ 175.00
069996	712	DR ROBERT JONES		\$ -	\$ 1,000.00	\$ 1,000.00
069997	412	JUDITH A MATLICK		\$ -	\$ 597.68	\$ 597.68
069998	405	JENNIFER E. MAY-SANNER		\$ -	\$ 138.00	\$ 138.00
069999	700	RONALD J. MOLTERE		\$ -	\$ 13.20	\$ 13.20
070000	701	MAACO	51482	\$ 900.00	\$ -	\$ 900.00
070001	405	JONELLE MAY		\$ -	\$ 138.00	\$ 138.00
070002	PAYROLL	HIGHMARK WV		\$ -	\$ 165,259.53	\$ 165,259.53
070002	PAYROLL	HIGHMARK WV		\$ -	\$ 296.94	\$ 296.94
070003	405	NATL DIST ATTORNEYS ASSO	50394	\$ 375.00	\$ -	\$ 375.00
070004	712	NAEMD	51607	\$ 50.00	\$ -	\$ 50.00
070005	405	PAMELA PATTERSON	50393	\$ 128.25	\$ -	\$ 128.25

070006	401	SANDRA SLUSHER MCDONALD		\$ -	\$ 47.95	\$ 47.95
070007	975	SUMMIT COMMUNITY BANK		\$ -	\$ 2,441.41	\$ 2,441.41
070008	402	WV STATE AUDITOR**	51616	\$ 525.00	\$ -	\$ 525.00
070009	700	WEST VIRGINIA UNIFORM-52	51483	\$ 461.53	\$ -	\$ 461.53
070010	716	ZOETIS	50364	\$ 497.50	\$ -	\$ 497.50
TOTAL						\$ 196,697.86
TOTAL				\$ 7,786.42	\$ 188,911.44	\$ 196,697.86

DEPT TOTALS

DEPT	NAME				DEPT AMTS
401/COM	CO. COMMISSION				\$ 9,686.87
402/CCLK	CO. CLERK				\$ 525.00
404/TAX	TAX OFFICE				\$ 2,569.32
405/PA	PROS ATTY				\$ 887.25
412/AG	AG AGT				\$ 597.68
424/CTHS	COURT HOUSE				\$ 807.85
425/OB	OTHER BUILDING				\$ 1,019.17
439/PZ	PLANNING ZONING				\$ 175.00
700/SHRF	SHERIFF DEPT				\$ 474.73
701/SHRF	SHERIFF DEPT				\$ 900.00
712/911	911 COMMUNICATION				\$ 1,406.78
716/A/C	ANIMAL CONTROL				\$ 497.50
975/CO	CO. CLERK / CAPITAL OUTLAY				\$ 2,441.41
PAYROLL	PAYROLL				\$ 174,709.30
TOTALS					\$ 196,697.86

Motion by Tabb to approve the accounts payable for May 30, 2013 in the amount of \$196,697.86. Motion seconded and unanimously approved.

PUBLIC COMMENT:

David Tabb, resident – Shared his views on the job the County Commissioners are doing.

PRESENTATIONS:

1. Roger Goodwin, Chief Engineer – Sheridan Estates Subdivision – Bonding Agreement.

The Jefferson County Engineering Department has been working with a new developer interested in taking over the Sheridan Estates Subdivision (JCPC file no's. 00-33 & 05-26) and completing the remaining site work. The initial developer defaulted on the bonding agreement and the county called in the bond and is holding \$972,616.00 in an escrow account at the Bank of Charles Town. However, if the county can come to agreement with the new developer, the new developer will be able to take ownership of the subdivision, transfer the common areas to the HOA, complete the repairs and site improvements in Phase 1, build out the remaining residential lots and complete the site improvements in Phase 2. Thereby, relieving the county of the responsibility of completion of the site work and resolving the related legal issues in doing so. The developer is seeking an agreement with the County Commission as an assurance that the County Commission will enter into the attached bonding and surety agreements with the developer, upon the developer obtaining ownership of the Sheridan Estates Subdivision.

Upon unanimous consensus of the Commission, Ms. Eula Odom, President of the Sheridan Estates Homeowners Association was permitted to comment. Ms. Odom stated the board of directors meet with a representative of Dan Ryan and are in agreement with moving in this direction, but would like an assurance the streets will be repaired. If Dan Ryan is unable to complete the purchase, the Homeowners Association will come to the County. Tom Cardamome, Vice President of the Sheridan Estates Homeowners would like continuity throughout the phases.

- **Motion by Ms. Noland to authorize the County Commission president to now execute the Agreement Pertaining to Effective Date of Execution of DR Acquisitions, LLC/Sheridan Estates Bond Agreement; and subsequently execute the additional bonding and surety agreements upon the developer demonstrating they have taken ownership of the subdivision and have posted the necessary bond surety. Motion seconded and unanimously approved.**

2. **The Commission recessed for break at 11:15
The Commission reconvened from break at 11:30**

3. Regional Jail Summit – The purpose of the Summit was to look at ways to reduce jail costs to the County and municipalities within the County. Mr. Joe DeLong with the WV Regional Jail and Correctional Facilities Authority was present to answer questions and share information with the participants. Participants included Mayors and Police Chiefs from the five (5) municipalities, County Magistrates, Judges, State Police representative, Sheriff and a Deputy Sheriff, Attorneys from the Prosecutors Office, the Prosecuting Attorney, Victim Advocate, County Administrator and the County Commissioners. Presentations were made by Patsy Noland, County Commissioner and Gail Boober, Magistrate.

The following is a detailed list of participants:

Joe DeLong – Director WV State Regional Jail & Correctional Facilities Authority.
Sergeant C. C. Motron – WV State Police
Chief Chris Kutcher – Charles Town Police
Chief David Ranson – Shepherdstown Police
Chief William Roper – Ranson Police
Gail Boober – Magistrate, Jefferson County
Mary P. Rissler – Magistrate, Jefferson County
William E. Senseny – Magistrate, Jefferson County
Mayor Jim Auxer – Shepherdstown
Sheriff Pete Dougherty – Jefferson County
Jessie Jones – Deputy Sheriff, Jefferson County
Debbie Young – Victims Advocate
Ralph Lorenzetti – Prosecuting Attorney, Jefferson County
Charles Howard – Prosecuting Attorney’s Office – Jefferson County
Jennifer May Sanner - Prosecuting Attorney’s Office – Jefferson County
Hassan Rasheed - Prosecuting Attorney’s Office – Jefferson County
Brandy Sims - Prosecuting Attorney’s Office – Jefferson County
Kim Crockett - Prosecuting Attorney’s Office – Jefferson County
Kathryn Moore – Intern, Prosecuting Attorney’s Office – Jefferson County
Brooklyn Kiley – Intern, Prosecuting Attorney’s Office – Jefferson County
Adam Strider, Intern, Prosecuting Attorney’s Office – Jefferson County
Judge David H. Sanders – Jefferson County
Debbie Keyser – County Administrator, Jefferson County
Commissioner Dale Manuel

Commissioner Patsy Noland
Commissioner Walt Pellish
Commissioner Jane Tabb
Commissioner Lyn Widmyer

No action was taken at this time.

With there being no further business to come before the Commission, Commissioner Manuel adjourned the meeting at 2:00 p.m.

DALE MANUEL, PRESIDENT

Respectively submitted,
Cynthia C. Schott
Executive Assistant

SPECIAL SESSION:

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

At a Special Session of the County Commission of said County and State continued and held at The Old Charles Town Library, 200 E. Washington Street, Charles Town, WV 25414 thereof on Thursday, May 30, 2013, beginning at 7:00 o'clock p.m.

PRESENT: Dale Manuel, President
Walt Pellish, Vice President,
Patsy Noland and Jane Tabb; Commissioners
Debbie Keyser, County Administrator and Cynthia Schott, Administrative Assistant

RE: **PUBLIC HEARING – On a Draft Revised Commercial Impact Fee Ordinance Proposal by the Jefferson County Development Authority**

A sign in sheet was provided for anyone wishing to address the Commission.

Commissioner Manuel called the meeting to order at 7:00 p.m.

The following citizens addressed the Commission:

1. Eleanor Finn, Shepherdstown – Read a letter on behalf of the League of Women Voters opposing the reduction in impact fees.
2. John Reisenweber – Director of the Jefferson County Development Authority spoke in favor of the two year pilot program on behalf of the Board of the Development Authority.
3. Peter Onoszko, resident – Is in favor of the ordinance as written.
4. David Tabb, resident – Spoke in favor of the proposed ordinance.
5. Matt Knott, owner of River Riders – Is in favor of the ordinance as written.

With there being no further citizens to address the Commission, Commissioner Manuel called the Public Hearing closed. Commissioner Manuel stated written comments will be accepted by mail or email for two weeks.

Upon rising, the Commission recessed at 7:30 p.m. until Thursday morning next beginning at 9:30 o'clock a.m.

DALE MANUEL, COMMISSION PRESIDENT

Respectively submitted
Cynthia C. Schott
Administrative Assistant

PURCHASE ORDERS TO BE APPROVED

June 6, 2013

DEPARTMENT	PURCHASE ORDER	AMOUNT	VENDOR	DESCRIPTION
ANIMAL CONTROL	50365	\$ 149.78	Hillside Vet Hospital	Vet Care
	51485	\$ 1,280.11	Software Solutions	Computer
	51488	\$ 13,782.06	Bowie International	Vehicle Transport Unit
ASSESSOR	51400	\$ 977.95	Casto & Harris Inc	Binders
CAPITAL OUTLAY				
CIRCUIT CLERK				
COMMUNICATIONS (JCECC)	51600	\$ 512.58	Sen Communications	Plantronics Headset
	51601	\$ 100.00	IAEMD	Re-certification
	51621	\$ 655.00	CSSI	Digital Signature Pad
	51717	\$ 800.00	Psychological Health Assoc	Pre-Employment evaluations
	51719	\$ 125.00	Sen Communications	Plantronics repair
COUNTY CLERK	51617	\$ 2,799.90	New Edge Awards	Plaques for courthouse
	51619	\$ 108.58	Pifer Office Supply	Office Supplies
	51621	\$ 655.00	CSSI	Digital Signature Pad
COURTHOUSE	51586	\$ 343.50	BK Office Supply	Copy Paper
ENIGINEERING	50237	\$ 1,213.00	Jeff Martin Specialty Advertising	Clothing
	50238	\$ 3,400.34	International Code Council	Building codes
GIS	51373	\$ 3,114.50	D&S Construction	GIS contracted services
OTHER BUILDINGS	51584	\$ 200.00	Spectrum Fire Protection	Bi Annual Sprinkler System Inspection

HOMELAND SECURITY	50006	\$ 1,750.00	Cervis Technologies	Annual renewal and staff training
PLANNING & ZONING	50330	\$ 154.84	Jefferson Publishing Company	Notices
	50332	\$ 266.03	BK Office Supply Inc.	Planning materials & supplies
POSTAGE	51585	\$ 536.74	Neopost	Ink cartridges
PROSECUTOR'S OFFICE				
SHERIFF TAX	51484	\$ 1,526.72	Chief Supply	Safes
	51486	\$ 1,331.03	Specialty Business Supplies	Letterhead/Envelopes
	51487	\$ 344.20	West Virginia Uniforms	Uniforms
	51489	\$ 1,029.00	Huntzman Enterprises	Uniforms/Accessories
	,	,	,	,
	,	,	,	,
		\$ 37,155.86		
GRAND TOTAL				

AGENDA REQUEST FORM

Name: Cam Siegrist

Department or Entity: Bowles & Rice

Estimation of amount of time needed for appointment: 15 min

Date Requested – 1st Choice: 6/6/13

Date Requested – 2nd Choice: _____

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

Subject: Public Hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), with respect to the modification of the Berkeley County, Hardy County and Jefferson County, West Virginia, as Joint Issuers, Commercial Development Revenue Bonds, Series 2010 (Scattered Site Project) and related documents (collectively, the Modification"), which Bonds were issued on December 22, 2010, in the original principal amount of \$9,505,000.

2. Approval of the Modification as "applicable elected representative" pursuant to Section 147(f) of the Code.

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):

Are documents attached? Yes

If not, please explain:

Is a projector needed?

Contact information: Cam Siegrist
Email Address: [csiegrist@bowlesrice.com]
Phone number:

NOTICE OF PUBLIC HEARING

Notice is hereby given that pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, on Thursday, June 6, 2013, a public hearing will be held in the Jefferson County Commission Meeting Room located in the Old Charles Town Library, 200 East Washington Street, Charles Town, West Virginia, commencing at 9:45 a.m., with respect to the reissuance (remarketing) by Jefferson County, West Virginia, acting by and through the County Commission of Jefferson County, West Virginia (the "Issuer") of its \$9,505,000 aggregate principal amount of Commercial Development Revenue Bonds (Scattered Site Project) Series 2010 (the "Bonds") that were originally issued on December 22, 2010, in the aggregate principal amount of \$9,505,000. The Issuer acted together with Berkeley County and Hardy County and will be acting together with Berkeley County and Hardy County to reissue the Bonds pursuant to the terms of a Joint Issuer Agreement adopted in accordance with the Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C, of the Code of West Virginia of 1931, as amended (the "Act"). The proceeds of the Bonds were used to assist WV Preservation Associates, LLC, a Delaware limited liability company (the "Company") by providing funds to finance (1) the acquisition, development, construction, rehabilitation, renovation and equipping by the Company of a residential project comprised of (A) 2 multifamily housing projects (each more fully described herein) located in Jefferson County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Potomac Terrace Apartments comprised of garden style apartments in 4 separate buildings containing approximately 31 residential rental units located at 319 Spring Street, Harpers Ferry, Jefferson County, West Virginia (the "Potomac Terrace Facilities) and the rehabilitation, construction and equipping of the Potomac Terrace Facilities (the "Potomac Terrace Project"); (ii) the acquisition of the real and personal property currently known as the Maple Green Apartments comprised of garden style apartments in 3 separate buildings containing approximately 12 residential rental units located at 540 South Church Street, Shepherdstown, Jefferson County, West Virginia (the "Maple Green Facilities) and the rehabilitation, construction and equipping of the Maple Green Facilities (the "Maple Green Project" and together with the Potomac Terrace Project, the "Jefferson County Project), (B) 5 multifamily housing projects (each more fully described herein) located in Berkeley County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Cedar Green Apartments comprised of garden style apartments in 5 separate buildings containing approximately 44 residential rental units located at 96 Abbington Court, Bunker Hill, Berkeley County, West Virginia (the "Cedar Green Facilities) and the rehabilitation, construction and equipping of the Cedar Green Facilities (the "Cedar Green Project"); (ii) the acquisition of the real and personal property currently known as the Rumsey Terrace Apartments I comprised of garden style apartments in 6 separate buildings containing approximately 44 residential rental units located at 70 Rumsey Terrace, Martinsburg, Berkeley County, West Virginia (the "Rumsey I Facilities) and the rehabilitation, construction and equipping of the Rumsey I Facilities (the "Rumsey I Project"); (iii) the acquisition of the real and personal property currently known as the Rumsey Terrace Apartments II comprised of garden style apartments in 3 separate buildings containing approximately 30 residential rental units located at 70 Rumsey Terrace, Martinsburg, Berkeley County, West Virginia (the "Rumsey II Facilities) and the rehabilitation, construction and equipping of the Rumsey II Facilities (the "Rumsey II Project"); (iv) the acquisition of the real and personal property currently known as the Fountainhead Apartments I comprised of garden style

apartments in 5 separate buildings containing approximately 40 residential rental units located at 900 Fountainhead Lane, Martinsburg, Berkeley County, West Virginia (the "Fountainhead I Facilities) and the rehabilitation, construction and equipping of the Fountainhead I Facilities (the "Fountainhead I Project"); and (v) the acquisition of the real and personal property currently known as the Fountainhead Apartments II comprised of garden style apartments in 5 separate buildings containing approximately 40 residential rental units located at 900 Fountainhead Lane, Martinsburg, Berkeley County, West Virginia (the "Fountainhead II Facilities) and the rehabilitation, construction and equipping of the Fountainhead II Facilities (the "Fountainhead II Project" and together with the Cedar Green Project, the Rumsey I Project, the Rumsey II Project, and the Fountainhead I Project, the "Berkeley County Project"), and (C) 2 multifamily housing projects (each more fully described herein) located in Hardy County, West Virginia, specifically consisting of (i) the acquisition of the real and personal property currently known as the Lee Street Apartments I comprised of garden style apartments in 3 separate buildings containing approximately 24 residential rental units located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia (the "Lee Street I Facilities) and the rehabilitation, construction and equipping of the Lee Street I Facilities (the "Lee Street I Project"); (ii) the acquisition of the real and personal property currently known as the Lee Street Apartments II comprised of garden style apartments in 6 separate buildings containing approximately 40 residential rental units located at Lee Street and Spring Avenue, Moorefield, Hardy County, West Virginia (the "Lee Street II Facilities) and the rehabilitation, construction and equipping of the Lee Street II Facilities (the "Lee Street II Project" and together with the Lee Street I Project, the "Hardy County Project), and (2) the costs associated with the issuance of the Bonds. The Company currently owns and it is anticipated that the Company will continue to own each of the Jefferson County Project, the Berkeley County Project and the Hardy County Project. The Bonds will be special obligations of the Issuer and will not constitute a debt or a pledge of the faith and credit or the taxing power of the Issuer, the State of West Virginia or any political subdivision thereof. Following the public hearing, the Issuer will have presented to it for consideration a resolution authorizing the reissuance of the Bonds.

Persons wishing to express their view on the proposed bond reissuance may appear at the hearing or may submit their views in writing regarding the proposed reissuance of the Bonds and the location and nature of the Project financed by the Bonds. Any written submissions should be sent to the Jefferson County Commission, 124 East Washington Street, Post Office Box 250, Charles Town, West Virginia 25414, Attention: President, County Commission, and clearly marked "Re: Commercial Development Revenue Bonds (Scattered Site Project) Series 2010." Written submissions should be mailed in sufficient time to be received on or before the time of the public hearing.

Jefferson County, West Virginia
Jennifer S. Maghan, County Clerk

**APPROVAL OF THE ISSUANCE OF BONDS
BY APPLICABLE ELECTED REPRESENTATIVE**

WHEREAS, The County Commission of Jefferson County, West Virginia, jointly with The County Council (formerly County Commission) of Berkeley County, West Virginia and The County Commission of Hardy County, West Virginia (collectively the "Issuers") have proposed the reissuance of their Commercial Development Revenue Bonds (Scattered Site Project) Series 2010 (the "Bonds") that were originally issued on December 22, 2010, in the aggregate principal amount of \$9,505,000, all of which remains outstanding as of the date hereof. The Bonds are being reissued for the purposes (collectively, the "Project") described in the attached Notice of Public Hearing (the "Notice"). The Issuers acted together to issue the Bonds and will be working together to reissue the Bonds pursuant to the terms of a Joint Issuer Agreement adopted in accordance with the Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C, of the Code of West Virginia of 1931, as amended (the "Act");

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended, requires The County Commission of Jefferson County, West Virginia, as one of the applicable elected representatives with respect to the Bonds and the Issuers, to approve the reissuance of the Bonds after a public hearing following reasonable notice;

WHEREAS, on June 6, 2013, at or about 9:45 a.m., a public hearing was held in the Jefferson County Commission Meeting Room located in the Old Charles Town Library, 200 East Washington Street, Charles Town, West Virginia, following duly published notice thereof (*See* attached affidavit of publication) and all persons desiring to be heard have been heard; and

WHEREAS, it is in the public interest and for the public benefit that The County Commission of Jefferson County, West Virginia approve the reissuance of the Bonds as one of the applicable elected representatives.

NOW, THEREFORE, IT IS HEREBY DETERMINED that the reissuance of the Bonds in the aggregate principal amount of \$9,505,000 for the purposes described in the attached Notice is hereby approved by The County Commission of Jefferson County as one of the applicable elected representatives with respect to the Bonds and the Issuers pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended.

Dated: June 6, 2013.

THE COUNTY COMMISSION OF
JEFFERSON COUNTY

By: _____
Its: President

[SEAL]

Attest:

Clerk

AMENDED AND RESTATED FINANCING AGREEMENT

between

**BERKELEY COUNTY, HARDY COUNTY AND JEFFERSON COUNTY,
WEST VIRGINIA, AS JOINT ISSUERS**

and

**WV PRESERVATION ASSOCIATES, LLC
A DELAWARE LIMITED LIABILITY COMPANY**

relating to

\$9,505,000

**BERKELEY COUNTY, HARDY COUNTY AND JEFFERSON COUNTY,
WEST VIRGINIA, AS JOINT ISSUERS
COMMERCIAL DEVELOPMENT REVENUE BONDS
(SCATTERED SITE PROJECT) SERIES 2010**

Dated as of January 1, 2013

All of the right, title and interest of the Issuer in and to this Loan Agreement (except for the Unassigned Issuer Rights) are being assigned to United Bank, Inc., as Trustee, as security for the above-referenced bonds pursuant to the Amended and Restated Trust Indenture dated as of January 1, 2013.

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EXHIBIT A-1 FORM OF PROMISSORY NOTE
EXHIBIT A-2 FORM OF ASSIGNMENT OF PROMISSORY NOTE

AMENDED AND RESTATED FINANCING AGREEMENT

THIS AMENDED AND RESTATED FINANCING AGREEMENT (this “Agreement” or this “Loan Agreement”) is made and entered into as of January 1, 2013, by and between the Berkeley County, Hardy County and Jefferson County, West Virginia acting together pursuant to a Joint Issuer Agreement (together, the “Issuer”), each a body corporate and politic organized and existing under the laws of the State of West Virginia (the “State”), and WV Preservation Associates, LLC, a Delaware limited liability company (together with its permitted successors and assigns the “Borrower”). Upon execution and delivery hereof by the parties hereto and the mandatory purchase of the Series 2010 Bonds (as defined herein) in accordance with Section 3.01(b)(x) of the Original Indenture (as defined herein), all as described in the following recitals, this Amended and Restated Financing Agreement shall amend and restate in its entirety the Original Financing Agreement (as defined herein) and be deemed effective as of January , 2013 notwithstanding the actual date of execution and delivery hereof; thereafter, the Original Financing Agreement shall be of no further force or effect.

RECITALS

- A.** Pursuant to Industrial Development and Commercial Development Bond Act, Chapter 13, Article 2C, of the Code of West Virginia of 1931, as amended (the “Act”) and a Trust Indenture dated December 1, 2010, between the Issuer and the Trustee (the “**Original Indenture**”), the Issuer previously issued its Commercial Development Revenue Bonds (Scattered Site Project) Series 2010 (the “**Series 2010 Bonds**”) in the original aggregate principal amount of \$9,505,000 to provide for the financing of a scattered site multifamily rental housing development comprised of 5 separate projects located in Berkeley County (as more fully described herein, the “Berkeley County Project”), 2 separate projects located in Jefferson County (as more fully described herein, the “Jefferson County Project”) and 2 separate projects located in Hardy County (as more fully described herein, the “Hardy County Project” and together with the Berkeley County Project and the Jefferson County Project, the “**Project**”).
- B.** Pursuant to a Financing Agreement dated as of December 1, 2010 (the “**Original Financing Agreement**”) among the Issuer, WV Preservation Associates, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (the “**Borrower**”), and the Trustee, the Issuer used the proceeds derived from the sale of Bonds to make a mortgage loan in the aggregate principal amount of \$9,505,000 (the “**Bond Mortgage Loan**”) to the Borrower in connection with the Project.
- C.** The Borrower agreed to and did thereafter use the proceeds of the Bond Mortgage Loan to finance the acquisition, construction, rehabilitation and equipping of the Project and to pay certain costs of issuance of the Bonds.
- D.** The Borrower’s repayment obligations in respect of the Bond Mortgage Loan were evidenced by a Bond Mortgage Note dated the Delivery Date of the Bonds (together with all riders and addenda thereto, the “**Original Bond Mortgage Note**”) delivered to the Issuer, which Bond Mortgage Note was endorsed by the Issuer to the Trustee.
- E.** The Series 2010 Bonds have been purchased by the Construction Phase Credit Facility Provider in accordance with the Original Indenture and on January , 2013 (the “Remarketing

Date”) the Bonds will be subject to remarketing pursuant to an Amended and Restated Trust Indenture.

F. The Issuer and the Trustee have entered into this Amended and Restated Financing Agreement in accordance with the provisions of the Original Indenture.

NOW, THEREFORE, the Issuer and the Borrower, each in consideration of the representations, covenants and agreements of the other as set forth herein, mutually represent, covenant and agree as follows, to wit:

ARTICLE I DEFINITION OF TERMS

Section 1.01. Defined Terms. The following are defined terms under this Agreement and shall for all purposes hereof have the meanings herein specified, unless the context clearly otherwise requires. In addition, terms used herein and not otherwise defined herein shall have the meaning specified in the Indenture.

“*Authorized Representative*” means a person at the time designated to act on behalf of the Borrower by a written certificate furnished to the Issuer and the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by the General Partner, which certificate may designate an alternate or alternates and may designate different Authorized Representatives to act for the Borrower with respect to different sections of this Agreement and the Indenture.

“*Borrower Related Persons*” shall have the meaning given to such term in Section 8.11.

“*Counsel to the Trustee*” means an attorney at law or firm of attorneys at law selected by the Trustee as its counsel.

“*Event of Default*” means the occurrence of any of the events described in Section 7.01.

“*Financing Statements*” means the UCC-1 or equivalent statements to be filed with the appropriate offices for the perfection of a security interest in the Project.

“*Fiscal Year*” means the Fiscal Year of the Borrower from time to time, initially January 1 through December 31.

“*Investor Member*” means Wincopin Circle LLLP and its permitted successors and assigns.

“*Net Proceeds*” shall have the meaning set forth in the Tax Certificate.

“*Note*” shall mean the Amended and Restated Mortgage Note delivered by the Borrower on the Remarketing Date.

“*Operating Budget*” means the operating budget for the Project prepared and delivered in accordance with Section 5.10.

“Permitted Encumbrances” means, as of any particular time: (a) liens for ad valorem taxes and special assessments not then delinquent; (b) the Mortgage and any security interests or other liens created thereby; (c) utility, access and other easements and rights of way, mineral rights, restrictions and other exceptions that appear as exceptions in the Title Insurance that are granted pursuant to the terms of the Mortgage, or that are approved by the Significant Bondholder; (d) the Regulatory Agreement; (e) leases of the Project subject to and as contemplated by the Mortgage; (f) an extended low-income housing agreement as required under Section 42 of the Code; and (g) claims being contested by the Borrower in good faith in accordance with terms of the Loan Documents.

“Qualified Project Period” shall have the meaning given to such term in the Regulatory Agreement.

“Related Party” means a related person within the meaning of Section 1.148-1(b) and 1.150-1(b) of the Regulations.

“Stated Maturity,” when used with respect to the Loan or the Bonds or any installment of interest thereon, shall mean any date specified in this Loan Agreement or the Bonds as a fixed date on which the principal of the Loan or the Bonds or a portion thereof or such installment of interest is due and payable.

“Substantial User” means a “substantial user” within the meaning of Section 147(a) of the Code.

“Title Insurance” means a title insurance policy(s) or an acceptable marked-up commitment, in the amount of the Loan insuring the Issuer and its assigns as the holder of a valid first priority lien covering the Project as created under the Mortgage, and reflecting that the Borrower holds fee simple title to the Project.

“Unassigned Issuer Rights” shall mean the following:

(a) All of the Issuer’s right, title and interest in and to all reimbursement, costs, expenses and indemnification rights of the Issuer;

(b) All rights of the Issuer to receive the Issuer’s fees and any rebate amount;

(c) All rights of the Issuer to receive notices, reports and other statements and to make any determination and to grant any approval or consent to anything in the Indenture, the Loan Agreement, and the Regulatory Agreement requiring the determination, consent or approval of the Issuer;

(d) All rights of the Issuer of access and to enforce the representations, warranties, covenants and agreements of the Borrower set forth in the Regulatory Agreement and the Tax Certificate;

(e) Any and all rights, remedies and limitations of liability of the Issuer set forth in the Indenture, the Loan Agreement, the Regulatory Agreement and the Tax Certificate regarding (i) the negotiability, registration and transfer of the Bonds, (ii) the loss or destruction of the

Bonds, (iii) the limited liability of the Issuer as provided in the Act, the Indenture, the Loan Agreement, the Regulatory Agreement and the Tax Certificate, (iv) the maintenance of insurance by the Borrower, (v) no liability of the Issuer to third parties, and (vi) no warranties of suitability or merchantability by the Issuer;

(f) All rights of the Issuer in connection with any amendment to or modification of the Indenture, this Loan Agreement, the Regulatory Agreement and the Tax Certificate; and

(g) Any and all limitations of the Issuer's liability and the Issuer's disclaimers of warranties set forth in the Indenture, the Regulatory Agreement, the Tax Certificate or this Loan Agreement, and the Issuer's right to inspect and audit the books, records and permits of the Borrower and the Project.

ARTICLE II REPRESENTATIONS, WARRANTIES AND SPECIAL TAX COVENANTS

Section 2.01. Express Warranties of the Issuer; Exclusion of Other Warranties. The Issuer makes the following representations and warranties as the basis for the undertakings on the part of the Borrower herein contained:

(a) The Issuer is comprised of Berkeley County, Hardy County and Jefferson County, West Virginia acting pursuant to a Joint Issuer Agreement. Each County is a body corporate and politic organized and validly existing under the laws of the State.

(b) The Issuer has the power under the Act to execute and deliver the Indenture, the Regulatory Agreement, the Tax Certificate and this Agreement, to enter into the transactions contemplated hereby and thereby including, without limitation, to authorize the issuance, delivery and sale of the Bonds and to carry out its obligations hereunder and thereunder, and by proper action has duly authorized the issuance, delivery and sale of the Bonds, the execution and delivery of the Indenture, the Regulatory Agreement, the Tax Certificate and this Agreement and the performance of all of the covenants and agreements of the Issuer contained in this Agreement, the Indenture, the Regulatory Agreement, the Tax Certificate and all other documents and agreements executed by the Issuer in connection with the issuance of the Bonds;

(c) The issuance of the Bonds will further the public purposes of the Act;

(d) The Issuer, to the extent within its power or control, will not take or permit, or omit to take or cause to be taken, any action which if taken or omitted, respectively, would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds;

(e) There are no actions, suits or proceedings pending before any court of competent jurisdiction or any governmental authority for which the Issuer has received service of process or, to the knowledge of the Issuer, threatened against the Issuer with respect to, or affecting the ability of the Issuer to authorize, the issuance of the Bonds, or involving the validity or enforceability of the Bonds, this Agreement or the Indenture, except actions which, if adversely determined, would not materially impair the ability of the Issuer to perform its obligations under this Agreement;

(f) THE ISSUER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROJECT OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, THE HABITABILITY THEREOF, THE MERCHANTABILITY OR FITNESS THEREOF FOR ANY PARTICULAR PURPOSES, THE DESIGN OR CONDITION THEREOF, THE WORKMANSHIP, QUALITY, OR CAPACITY THEREOF, LATENT DEFECTS THEREIN, THE VALUE THEREOF, FUTURE PERFORMANCE OR THE COMPLIANCE THEREOF WITH ANY LEGAL REQUIREMENTS;

(g) The Issuer makes no representation or warranty as to the financial position or business condition of the Borrower and does not represent or warrant as to any of the statements, materials (financial or otherwise), representations or certifications furnished or to be made and furnished by the Borrower in connection with the sale of the Bonds, or as to the correctness, completeness or accuracy of such statements; and

(h) The Borrower recognizes that, because the components of the Project have been and are to be designated and selected by it, THE ISSUER HAS NOT MADE AN INSPECTION OF THE PROJECT OR OF ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, AND THE ISSUER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED OR OTHERWISE, WITH RESPECT TO THE SAME OR THE LOCATION, USE, DESCRIPTION, DESIGN, CAPACITY, OPERATION, MERCHANTABILITY, FITNESS OR SUITABILITY FOR USE FOR ANY PARTICULAR PURPOSE, CONDITION OR DURABILITY THEREOF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP THEREIN, IT BEING AGREED THAT ALL RISKS INCIDENT THERETO ARE TO BE BORNE BY THE BORROWER. IN THE EVENT OF ANY DEFECT OR DEFICIENCY OF ANY NATURE IN THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER PATENT OR LATENT, THE ISSUER SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT THERETO. THE PROVISIONS OF THIS SECTION HAVE BEEN NEGOTIATED AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY WARRANTIES OR REPRESENTATIONS BY THE ISSUER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROJECT OR ANY FIXTURE OR OTHER ITEM CONSTITUTING A PORTION THEREOF, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANY OTHER LAW NOW OR HEREAFTER IN EFFECT.

Section 2.02. General Representations, Warranties and Covenants of Borrower. The Borrower hereby represents, warrants and agrees as follows, as to itself and the Project that:

(a) It is a limited liability company, validly organized and existing under the laws of the State, and is organized and operated for the purpose, among others, of acquiring, constructing, owning and operating the Project;

(b) It has full power and authority under its organizational documents and the laws of the State to execute and deliver this Agreement and each of the other Loan Documents to which it is a party, to be bound by the terms of the Indenture and to perform its obligations hereunder and thereunder;

(c) It has by proper action has duly authorized the execution and delivery of this Agreement and each of the other Loan Documents to which it is a party;

(d) It has executed and delivered this Agreement and each of the other Loan Documents to which it is a party to the Issuer and, when validly executed and delivered by the other parties thereto, such documents, together with the Indenture to the extent applicable to it, will constitute its legal, valid and binding agreements, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be subject to (i) the exercise of judicial discretion in accordance with general equitable principles, and (ii) applicable bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors heretofore or hereafter enacted to the extent that the same may be constitutionally applied, and except that enforceability of indemnification and contribution provisions may be limited, in whole or in part, by applicable security laws or public policy;

(e) The Mortgage creates a valid first priority lien enforceable against the Mortgaged Property described and defined therein;

(f) There are no actions, suits or proceedings before any court pending at law or in equity, or before or by any governmental authority or, to its knowledge, threatened against or affecting it or the Project, or, to its knowledge, involving the validity or enforceability of the Indenture, the Bonds, this Agreement or any of the other Loan Documents or the priority of the lien and security interest of the Mortgage except actions which, if adversely determined, would not materially impair its ability to perform its obligations under this Agreement and each of the other Loan Documents to which it is a party and to pay (or to cause to be paid) any amounts which may become payable under this Agreement and any of the other Loan Documents to which it is a party. It is not in default in any material respect under any mortgage, deed of trust, lease, loan or credit agreement, operating agreement or other instrument to which it is a party or by which it is bound;

(g) The execution, delivery and performance by it, the Borrower Related Persons of the Loan Documents to which each is a party and the consummation of the transactions herein and therein contemplated, do not and will not (i) to its knowledge, violate any law, regulation, ordinance, judgment or court order of any federal, state or local government applicable to any of them in any material respect, or (ii) conflict in any material respect with or constitute a material breach of or a material default under its organizational documents or under the terms and conditions of any material instrument, document, agreement, commitment, indenture, security agreement, mortgage, lease or other instrument to which any of them is a party or by which either of them, or a substantial portion of their assets, are bound;

(h) It has made no verbal or written contract or arrangement of any kind, the performance of which by any other party thereto would give rise to a lien on the Project of equal or greater priority than the liens created under the Mortgage;

(i) Any certificate signed by an Authorized Representative and delivered pursuant to the Indenture, this Agreement or any of the other Loan Documents shall be deemed a representation and warranty by the Borrower as to the statements made therein;

(j) Any financial statement which has been furnished by it to the Issuer or its agents, counsel or independent contractors, is complete and accurate in all material respects and presents fairly its financial condition as of its date in accordance with consistently applied accounting principles, and, since the date of such financial statement to the Closing Date, there has not been any material adverse change, financial or otherwise, in its condition, and as of the Closing Date there has not been any material adverse transaction entered into by it other than transactions in the ordinary course of business as of the Closing Date, and the Borrower has no material contingent obligations which are not otherwise disclosed in its financial statement;

(k) To its knowledge, no condition exists with respect to it that would constitute an "Event of Default" under this Agreement or which, with the lapse of time, if not cured, or with the giving of notice or both, would become an "Event of Default" under this Agreement;

(l) It has obtained (or will timely obtain as required) such licenses, permits and approvals necessary for the ownership or conduct of its business, including the transactions contemplated by the Indenture, this Agreement and each of the other Loan Documents;

(m) No authorization, consent, approval, order, registration, declaration or withholding of objection on the part of, or filing of or with, any governmental authority not already obtained or made is required for the execution and delivery by it of this Agreement and each of the other Loan Documents to which it is a party, or the performance of the terms and provisions thereof (or to the extent not yet obtained or made, it has no reason to believe that such authorization, consent, approval, order, registration or declaration will not be obtained or made in a timely fashion);

(n) It shall notify the Trustee, the Significant Bondholder and the Issuer immediately in writing of an Event of Default by it in the performance or observance of any covenant, agreement, representation, warranty or obligation of the Borrower set forth in this Agreement and any of the other Loan Documents to which it is a party;

(o) No information, statement or report furnished in writing to the Issuer or its agent, counsel or independent contractors, the Trustee and the Significant Bondholder by the Borrower and the Borrower Related Persons in connection with this Agreement and the other Loan Documents and the consummation of the transactions contemplated hereby and thereby (including, without limitation, any information furnished by or on behalf of it in connection with the preparation of any limited offering memorandum or other offering memorandum) contains any material misstatement of fact or to the best of its knowledge after reasonable investigation omits to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading and the representations and warranties of it and the statements, information and descriptions contained in its closing certificates, as of the date of delivery of the Bonds, will be true, correct and complete in all material respects, will not contain any untrue statement of a material fact, and will not, to the best of its knowledge after reasonable investigation, omit to state a material fact necessary to make the certifications, representations, warranties, statements, information and descriptions contained therein, in light of the circumstances under which they were made, not misleading, and the estimates and the assumptions contained in its closing certificates, as of the date of delivery of the Bonds, will be reasonable and based on the best information available to it;

(p) It hereby covenants to comply with all requirements governing the Project as set forth in this Agreement, the Regulatory Agreement, the Tax Certificate, the Act and the Code, as may be amended from time to time and applicable to the Bonds;

(q) It (i) understands the nature and structure of the transactions relating to the financing of the Project, (ii) is familiar with the provisions of all of the Loan Documents and any of the documents and instruments relating to such financing to which it is a party or of which it is a beneficiary, (iii) understands the risks inherent in such transactions, including, without limitation, the risk of loss of the Project and (iv) has not relied on the Issuer for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by this Loan Agreement or any of the other Loan Documents or otherwise relied on the Issuer in any manner (except as to the representations and covenants of the Issuer expressly set forth in this Loan Agreement). No counterclaim, offset, defense or right of rescission currently exists that can be asserted and maintained by it against the Issuer;

(r) It is in compliance with all requirements of the Regulatory Agreement, and the representations set forth in the Regulatory Agreement pertaining to the Borrower and the Project are true and accurate. It will cause the dwelling units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Regulatory Agreement, including all applicable requirements of the Act and the Code, and pursuant to leases which comply with all applicable laws and the Regulatory Agreement;

(s) It has examined the Indenture and approves the form and substance of, and agrees to be bound by, to the extent therein provided, its terms. It shall, for the benefit of the Issuer, each Bondholder and the Trustee, do and perform all acts and things required or contemplated in the Indenture to be done or performed by it, including, without limitation, its obligations to make the payments to the Trustee required to be made by the Borrower pursuant to the Indenture;

(t) To the best of its knowledge, without any investigation or inquiry, no member, officer, agent or employee of the Issuer is in any manner interested, directly or indirectly, in that person's own name or in the name of any other person, in the Bonds, the Loan Documents, or the Project, in any contract for property or materials to be furnished or used in connection with the Project, or in any aspect of the transactions contemplated by the Loan Documents;

(u) It will file and refile all Financing Statements necessary to maintain a perfected security interest in the Project on behalf of the Issuer or its assigns;

(v) It will maintain adequate levels of insurance for the Project in accordance with the requirements of Section 5.14;

(w) It will deposit, and cause to be held in accordance with State law, at a national or state-chartered bank, all security deposits of Project tenants;

(x) It represents, covenants and warrants that the proceeds of the Bonds shall be used or deemed used exclusively to pay costs which (i) are (A) capital expenditures (as defined in Section 1.150-1(a) of the Regulations) and (B) not made for the acquisition of existing property to the extent prohibited in Section 147(d) of the Code, and (ii) are made exclusively with respect to a "qualified residential rental project" within the meaning of Section 142(d) of the Code and

that the proceeds of the Bonds shall be deemed allocated on a pro rata basis to the building in the Project and the land on which it is located so that the building and the land on which it is located will have been financed 50% or more by the proceeds of the Bonds for the purpose of complying with Section 42(h)(4)(B) of the Code;

(y) All utilities, including, but not limited to, water, sewer treatment, gas, electricity, and telephone service, that are necessary for operation of the Project are available for the use of the Project as a multifamily housing facility;

(z) It has examined and is familiar with all covenants, conditions, reservations, and other restrictions pertaining to the rehabilitation, construction and use of the Project its intended purposes. All such restrictions have been complied with;

(aa) All roads necessary for the full use of the Project for its intended purposes have been completed and are available for use by Project tenants;

(bb) It shall promptly give notice in writing to the Trustee of any litigation pending or threatened against it with a claim in excess of \$25,000;

(cc) It shall not create, incur, assume or permit to exist any indebtedness or liabilities resulting from borrowings, loans or advances, whether secured or unsecured, matured or unmatured, liquidated or unliquidated, joint or several, except its liabilities under this Loan Agreement and the other Loan Documents;

(dd) Except as otherwise permitted in the Loan Documents, until payment in full of the Loan, it will not, without the prior written consent of the Trustee:

(i) Change or alter in any material respect, except as specifically required by the terms of this Agreement, any document furnished to the Trustee;

(ii) Execute any contract or become a party to any arrangement for the performance of work on the project except with the general contractor, subcontractors, or materialmen; or

(iii) Create, assume, incur, or suffer to exist any mortgage, pledge, lien, or encumbrance not now existing on its property, including the Project, except liens for taxes not delinquent or being contested in good faith, liens in connection with workers' compensation, unemployment insurance or social security obligations, mechanic's liens, workers' liens, other such liens arising in the ordinary course of business for obligations that are not discharged within 30 days after it first receives notice of such lien or which are being contested in good faith in accordance with the Mortgage, and the security interest created or contemplated hereunder; and

(ee) It shall, at its sole cost and expense: (i) execute and deliver to the Significant Bondholder such documents, instruments, certificates, assignments and other writings, and do such other acts necessary or desirable, to evidence, preserve and/or protect the collateral at any time securing or intended to secure the Bonds, as the Significant Bondholder may reasonably require from time to time; (ii) do and execute all and such further lawful and reasonable acts,

conveyances and assurances for the better and more effective carrying out of the intents and purposes of the Loan Documents, as the Significant Bondholder shall reasonably require from time to time; and (iii) upon the Significant Bondholder's request therefor given from time to time after the occurrence of any Loan Agreement default for so long as such Loan Agreement default is continuing pay for (A) reports of UCC, federal tax lien, state tax lien, judgment and pending litigation searches with respect to the Borrower and (B) searches of title to the Project, each such search to be conducted by search firms reasonably designated by the Significant Bondholder in each of the locations reasonably designated by the Significant Bondholder.

Section 2.02A. Single-purpose Entity Representations, Warranties and Covenants.

(a) The Borrower further represents, warrants and agrees that, other than entering into its obligations hereunder and under the other Loan Documents, it will not acquire property or engage in any other activity that would cause it to lose its status as a "single-purpose entity" and shall not:

(i) Engage, directly or indirectly, in any business other than that arising out of or entering into this Loan Agreement and the other Loan Documents to which it is a party and the ownership, management, leasing, construction, development, operation and maintenance of the Project;

(ii) acquire any real or personal property other than the respective property encumbered by the mortgage to which it is a party;

(iii) Commingle its assets with the assets of any other entity or otherwise maintain its assets in a way difficult to aggregate and identify;

(iv) Except in connection with a disposition of one or more of the multifamily housing facilities comprising the Project, partition the Project; or

(v) Except in connection with a disposition of one or more of the multifamily housing facilities comprising the Project, dissolve, liquidate, consolidate, merge or sell substantially all of its assets; or engage in any business other than the ownership and operation of the Project.

(b) The Borrower further covenants that it:

(i) Will do or cause to be done all things necessary to preserve and keep its existence in full force and effect;

(ii) Will not engage in, seek or consent to any dissolution, winding up, liquidation, consolidation, merger or asset sale, and will maintain adequate capitalization (taking into account, among other things, the market value of its assets) for its business purposes;

(iii) Will pay all expenses of the Project from its assets;

(iv) Will maintain separate books and records and bank accounts and will maintain a separate business office (which may be a management office at the Project);

(v) Will at all times hold itself out to the public as a separate and distinct legal entity (including in its leasing activities, in entering into any contract and in preparing its financial statements) and will observe organizational formalities in conducting its business; and

(vi) Will file its own tax returns and other financial statements or, if part of a consolidated group, will join in the consolidated tax return of such group as a separate member thereof; and will cause its management to meet regularly to carry on its business.

(c) The Borrower will not fail to correct any known misunderstanding regarding its separate identity. The Borrower will not acquire obligations or securities of its partners or shareholders or members of its partners. Correspondence on behalf of the Borrower shall be sent on its own letterhead (if any).

Section 2.03. Compliance with Regulatory Agreement and Tax Certificate. The Borrower covenants to comply at all times with the requirements of the Regulatory Agreement and the Tax Certificate.

Section 2.04. Maintenance of Project.

(a) The Borrower will keep the buildings, parking areas, roads and walkways, recreational facilities, landscaping and all other improvements of any kind now or hereafter erected as part of the Project in good condition and repair (normal wear and tear excepted), will not commit or suffer any waste, and will not do or suffer to be done anything which would or could increase the risk of fire or other hazard to the Project or any part thereof (other than regular and normal operations) or which would or could result in the cancellation of any insurance policy carried with respect to the Project.

(b) The Borrower will not remove, demolish or alter the structural character of any improvement (other than as part of the initial rehabilitation and construction of the Project or any repair or restoration following a fire or other casualty) located on the Project without the written consent of the Significant Bondholder, if any.

(c) If the Project or any part thereof incurs any loss or damage in excess of \$50,000 by fire, condemnation or other cause, the Borrower will give immediate written notice thereof to the Issuer (if requested), the Trustee and the Significant Bondholder and each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative, which notice shall describe the damage or loss, estimated time to restore or repair the Project, the estimated cost of such repair or replacement and the source of amounts needed to repair or replace the Project.

(d) The Issuer and the Significant Bondholder or their representatives are hereby authorized to enter upon and inspect the Project at any time during normal business hours upon reasonable notice and subject to the rights of tenants.

(e) The Borrower will promptly and materially comply with all valid and binding present and future laws, ordinances, rules and regulations of any governmental authority binding upon the Project or any part thereof.

Section 2.05. Covenants Regarding the Tax-exempt Status of the Bonds.

(a) The Borrower represents, warrants and covenants not to take any action, or omit to take any action, with respect to this Loan Agreement or the Project that would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Borrower (including a "related person" thereto, within the meaning of Section 144(a)(3) of the Code) may purchase Bonds; however, it shall not, pursuant to any arrangement, formal or informal, purchase Bonds in an amount related to the amount of the Project funded pursuant to this Loan Agreement.

(b) The Borrower covenants that:

(i) it will not take, or permit to be taken on its behalf, any action which would cause the interest payable on the Bonds to be included in gross income for federal income tax purposes, and will take such action as may be necessary (including as may be necessary in the opinion of Bond Counsel) to continue such exclusion from gross income, including, without limitation, the following:

(A) the preparation and filing of all statements required to be filed by it in order to maintain the exclusion (including, but not limited to, the filing of all reports and certifications required by the Regulatory Agreement);

(B) the timely payment to the United States of America of any rebate amount required to be paid by the Issuer or the Borrower with respect to the Bonds pursuant to Section 148(f) of the Code and the Treasury Regulations under Section 148; and

(C) the use of not less than 95% of the net proceeds of the Bonds (within the meaning of Section 150(a)(3) of the Code) to pay for Project Costs;

(ii) no changes will be made to the Project, no actions will be taken by the Borrower and the Borrower will not knowingly omit to take any actions, which will in any way adversely affect the tax-exempt status of the Bonds;

(iii) it will comply with the requirements of Section 148 and the Treasury Regulations issued under Section 148 throughout the term of the Bonds and will not make any use of the proceeds of the Bonds, or of any other funds which may be deemed to be proceeds of the Bonds under the Treasury Regulations, which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 and the Treasury Regulations;

(iv) if the Borrower becomes aware of any circumstance, event or condition which would result in the interest payable on the Bonds becoming includable in gross

income, for federal income tax purposes, the Borrower will promptly give written notice of such circumstance, event or condition to the Issuer or the Trustee;

(v) the full amount of each disbursement from the Project Fund was applied to pay or to reimburse the Borrower for the payment of Project Costs and, after taking into account any proposed disbursement, (a) at least 95% of the net proceeds of the Bonds (as defined in Section 150 of the Code) will be used to provide a qualified residential rental project (as defined in Section 142(d) of the Code), (b) less than 25% of the proceeds of the Bonds shall be used, directly or indirectly, to pay or to reimburse the Borrower for the cost of acquiring land, and (c) none of the proceeds of the Bonds (as defined for purposes of Section 147(g) of the Code) will be disbursed to provide working capital;

(vi) the Borrower will cause all of the residential units in the Project to be rented or available for rental on a basis which satisfies the requirements of the Act, the Code and the Regulatory Agreement;

(vii) all leases will comply with all applicable laws and the Regulatory Agreement;

(viii) in connection with any lease or grant by the Borrower of the use of the Project, the Borrower will require that the lessee or user of any portion of the Project not use that portion of the Project in any manner which would violate the covenants set forth in this Loan Agreement or the Regulatory Agreement;

(ix) no proceeds of the Bonds were used for the acquisition of any tangible property or an interest therein, other than land or an interest in land, unless the first use of such property was pursuant to such acquisition; provided, however, that this limitation shall not apply with respect to any building (and the equipment therefor) if rehabilitation expenditures (as defined in section 147(d)(3) of the Code) with respect to such building equal or exceed 15 percent of the portion of the cost of acquiring such building (and equipment) financed with Proceeds; and provided, further, that this limitation shall not apply with respect to any structure other than a building if rehabilitation expenditures with respect to such structure equal or exceed 100 percent of the portion of the cost of acquiring such structure financed with the proceeds of the Bonds.

(x) it shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(xi) it will instruct the Trustee with respect to investment of funds held under the Indenture in a manner consistent with the Tax Certificate.

(c) The Bonds upon issuance and delivery shall be considered "private activity bonds" within the meaning of the Code with respect to which a portion of the State of West Virginia's private activity bond allocation (within the meaning of section 146 of the Code) equal to the principal amount of the Bonds.

(d) From the proceeds of the Bonds and investment earnings thereon, an amount not in excess of two percent (2%) of the proceeds of the Bonds was used for Costs of Issuance of the Bonds, all within the meaning of section 147(g) (1) of the Code. For this purpose, if the fees of the original purchaser of the Bonds are retained as a discount on the purchase of the Bonds, such retention shall be deemed to be an expenditure of proceeds of the Bonds (within the meaning of the Code) for Costs of Issuance.

(e) No proceeds of the Bonds (within the meaning of the Code) were used directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises, and no portion of the proceeds of the Bonds were used for an office unless (i) the office is located on the premises of the facilities constituting the Project and (ii) not more than a de minimis amount of the functions to be performed at such office is not related to the day-to-day operations of the Project.

Section 2.06. Variations Between Agreements. Variations between requirements imposed on the Borrower by this Agreement and the Indenture and requirements imposed on the Borrower by the Regulatory Agreement, the Tax Certificate or the Mortgage shall not excuse or relieve the Borrower from full performance of this Agreement, the Indenture, the Mortgage, the Regulatory Agreement and the Tax Certificate. To the extent there are inconsistencies among said documents, the Regulatory Agreement and the Tax Certificate, as applicable, shall control with respect to maintaining the exclusion from gross income of interest on the Bonds, and the Indenture shall control with respect to all other matters.

Section 2.07. Secondary Financing. The Borrower hereby covenants and agrees that, except for Permitted Encumbrances and obligations for personal property financed from sources other than the Bonds and except as otherwise contemplated in the Mortgage, without the prior written consent of the Significant Bondholder, if any, it shall not incur any secondary financing secured by the Project.

Section 2.08. Modification of Tax Covenants.

(a) Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Agreement may not be amended, changed, modified, altered or terminated except as permitted herein and by the Indenture and with the written consent of the Issuer. Anything contained in this Agreement or the Indenture to the contrary notwithstanding, the Issuer and the Borrower hereby agree to amend this Agreement and, if appropriate, the Indenture, the Regulatory Agreement and the Tax Certificate, to the extent required, in the opinion of Bond Counsel, in order for interest on the Bonds to remain excludable from gross income for federal income tax purposes. The party requesting such amendment shall notify the other parties to this Agreement of the proposed amendment and send a copy of such requested amendment to Bond Counsel. After review of such proposed amendment, Bond Counsel shall render to the Issuer and the Trustee an opinion as to the effect of such proposed amendment upon the includability of interest on the Bonds in gross income for federal income tax purposes. The Borrower shall pay all reasonable and necessary fees and expenses incurred with respect to such amendment. The Borrower, the Issuer and where applicable, the Trustee per written instructions from the Issuer

shall execute, deliver and, if applicable, the Borrower shall file of record, any and all documents and instruments, including, without limitation, an amendment to the Regulatory Agreement or the Tax Certificate, necessary to effectuate the intent of this Section, and the Borrower and the Issuer hereby appoint the Trustee as their true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Issuer, as is applicable, any such document or instrument (in such form as may be approved by and upon instruction of Bond Counsel) if the Borrower or the Issuer defaults in the performance of its obligation under this Section; provided, however, that the Trustee shall take no action under this Section without first notifying the Borrower or the Issuer, as is applicable, of its intention to take such action and providing the Borrower or the Issuer, as is applicable, a reasonable opportunity to comply with the requirements of this Section.

(b) The Borrower shall execute, deliver and comply with the provisions of the Tax Certificate, which is by this reference incorporated into this Loan Agreement and made a part of this Loan Agreement as if set forth in this Loan Agreement in full, and by its acceptance of this Loan Agreement the Trustee acknowledges receipt of the Tax Certificate and acknowledges its incorporation into this Loan Agreement by this reference.

ARTICLE III THE BONDS; BOND PROCEEDS; THE INDENTURE

Section 3.01. Remarketing of Bonds. Subject to the satisfaction of and compliance with all of the provisions, covenants and requirements of this Agreement, the Issuer has authorized the Trustee to redeliver the Bonds to the Purchaser in accordance with the Indenture.

Section 3.02. Bond Proceeds; Investments. The Borrower hereby covenants and agrees that the proceeds of the Bonds and any earnings from any investments thereof have been deposited, and will be held, invested and reinvested, solely for the purposes and expended subject to the limitations contained in the Indenture, this Agreement, the Regulatory Agreement and the Tax Certificate.

Section 3.03. Indenture Approval and Requirements.

(a) The execution of this Agreement shall constitute conclusive evidence of approval of the Indenture by the Borrower. Additionally, the Borrower agrees that whenever the Indenture is executed and by its terms imposes a duty or obligation upon the Borrower to the same extent as if the Borrower was an express party to the Indenture, the Borrower hereby agrees to carry out and perform all of its obligations thereunder, and any default by the Borrower not cured within the applicable cure period thereunder shall constitute a default under this Agreement.

(b) In addition to other requirements of this Agreement and without limitation, the Borrower shall provide, or cause to be provided, to the Trustee on or before the Closing Date:

(i) Original executed counterparts of the instruments and signed legal opinions described in Section 3.03 of the Indenture;

- (ii) Moneys required for payment of the Costs of the Remarketing of the Bonds; and
- (iii) The amount required to be fund the Reserve Account of the Bond Fund.

ARTICLE IV
THE LOAN, PREPAYMENTS, ASSIGNMENTS

Section 4.01. Loan by the Issuer.

(a) The Issuer, pursuant to the terms of the original Financing Agreement made a loan to the Borrower of the proceeds of the Bonds in the principal amount of \$9,505,000 received by the Issuer from the sale of the Bonds. On the Remarketing Date, the Remarketing proceeds will be used to purchase all of the Outstanding Bonds. No amounts deposited with the Trustee by the Borrower in the Costs of Issuance Fund for Costs of Remarketing shall be deemed to satisfy any portion of the Borrower's obligation to repay the Loan unless applied thereto or to the redemption of Bonds. The repayment obligations of the Borrower under this Agreement shall be evidenced by the Note in the principal amount equal to the principal amount of the Bonds, executed by the Borrower concurrently with the issuance of the Bonds, made payable to the Issuer and endorsed by the Issuer, without recourse, to the Trustee. It is expressly agreed that the Borrower will cause to be carried out and performed all of its obligations under the Note, the Indenture, the Mortgage, the Regulatory Agreement and the Tax Certificate.

(b) Concurrently with the execution and delivery of this Agreement, the Borrower has (i) executed and delivered the Note to the Issuer, and the Issuer has assigned the Note, without recourse, to the Trustee, (ii) confirmed that the Mortgage was executed and delivered to the Issuer and assigned to the Trustee and recorded in the Official Records of the County or other appropriate offices on the original Delivery Date of the Bonds, (iii) confirmed that the Regulatory Agreement and any applicable Financing Statements to be recorded in the Register of Deeds of the County or other appropriate office on the original Delivery Date of the Bonds, (iv) delivered to the Trustee the updated Title Insurance and (v) paid to the Trustee all Costs of Remarketing.

(c) The Borrower acknowledges and agrees that they intend to make, and the Borrower agrees to make, payments required under this Agreement and the Note in such amounts, and at such times, sufficient to pay, after applying all amounts otherwise available for making such payments, (i) all amounts required to pay the principal of, premium, if any, interest and any other amount due on the Bonds prior to the date when and as due and payable, whether by stated maturity date, by optional or mandatory or sinking fund redemption or by acceleration or otherwise, (ii) all amounts required to be paid under the Note, and (iii) all fees, expenses and indemnification (including reasonable counsel fees on any and all tribunal levels), without duplication, of the Issuer, the Rebate Analyst, Bond Counsel, counsel for the Issuer, the Trustee and Counsel to the Trustee (including extraordinary expenses of the Trustee) provided for in this Agreement or in the Indenture, including the Issuer Fee and the Trustee Fee.

(d) The obligation of the Borrower to make any payments required to be made under this Agreement (including, but not limited to, payments due by reason of acceleration of the

Borrower's obligations hereunder pursuant to Article VII and obligations of the Borrower under Article VI) and under the Note shall be absolute and unconditional and shall not be subject to offset, abatement, diminution, postponement or deduction, or to any defense other than payment, or to any right of setoff, counterclaim or recoupment arising out of any breach under the Loan Documents or the Indenture or otherwise by the Issuer, the Trustee, any Owner of Bonds or any other person, or out of any obligation or liability at any time owing to the Borrower by any of the foregoing. Nothing herein contained, however, shall be interpreted to abridge the right of the Borrower to seek judicial remedy for any breach of covenant of contract in a separate legal proceeding.

Section 4.02. Loan and Other Payments.

(a) The Borrower shall pay hereunder to the Trustee for deposit into the appropriate funds and accounts under the Indenture the amounts at the times required by the Note and this Agreement. Amounts so paid to the Trustee by the Borrower shall be in immediately available funds, provided, however, that the Borrower shall not be responsible for any costs associated with any securitization of the Bonds including, without limitation, any costs associated with receiving a rating on the Bonds. In furtherance of the foregoing, the Borrower on the 15th of each month, commencing on January 15, 2013, shall pay to the Trustee the level monthly payment required under the Note.

(b) Each level monthly payment will include principal and interest on the Bonds and an amount representing Administrative Expenses.

(c) In addition to the foregoing required payments, the Borrower shall pay an amount equal to the Cash Flow Deficiency in immediately available funds within three Business Days of receipt by the Borrower of notice from the Trustee, all as provided in Section 5.02(a)(i)(A) of the Indenture.

(d) On the Closing Date, the Borrower shall deposit with the Trustee an amount equal to two monthly Note payments, for deposit by the Trustee in the Reserve Account of the Bond Fund and thereafter as described in the Indenture.

(e) In addition to the foregoing required payments, the Borrower shall deposit into the Reserve Account, such amounts as are required by the Indenture to restore the Reserve Account balance to an amount equal to two monthly Note payments within 60 days from the date of receipt of notice from the Trustee that there is a deficiency in the Reserve Account.

(f) Any amount payable under this Section 4.02 and not paid within five days of the stated due date shall bear interest at the Default Rate.

All payments made by the Borrower hereunder or by the Borrower under the other Loan Documents shall be made irrespective of, and without any deduction for, any setoffs or counterclaims, but such payment shall not constitute a waiver of any such set offs or counterclaims.

Section 4.03. Reserved.

Section 4.04. Prepayment Generally.

(a) No prepayment of the Loan, in whole or in part, may be made except as provided in Sections 4.05 and 4.06; and

(b) Upon receipt of written notice that a deposit is being made for the purpose of prepaying the Loan and thereby effecting the redemption of the Bonds, the Trustee shall take such steps as may be required under the Indenture to accomplish the redemption of the Bonds under the redemption provisions of the Indenture.

Section 4.05. Optional Prepayment of Loan; Concurrent Bond Redemption.

(a) The Loan is subject to prepayment on or after January 1, 2022 in order to effect the redemption of the Bonds under Section 4.02 of the Indenture at the option of the Borrower, with the prior written consent of the Significant Bondholder, in whole or in part at the times and at the redemption prices as set forth in Section 4.02 of the Indenture plus interest accrued and unpaid to the redemption date of the Bonds. The consent of the Significant Bondholder shall be given so long as the Borrower has complied with the applicable provisions of the Note with respect to such prepayment and has provided evidence satisfactory to the Bondholder Representative in its sole discretion that the amounts used to prepay the Note will not constitute an avoidable preference under Section 547 of the U.S. Bankruptcy Code in the event Borrower or an affiliate thereof were to become a debtor under the U.S. Bankruptcy Code and shall not be subject to the automatic stay provisions of Section 362(a) of the U.S. Bankruptcy Code. The Loan is not otherwise subject to optional prepayment by the Borrower.

(b) To effect optional prepayment of the Loan and redemption of the Bonds as contemplated in subparagraph (a) above, the Borrower shall deliver to the Trustee, at least five days prior to the date on which notice of prepayment of the Bonds is required to be sent to Owners specifying the date on which Bonds are subject to redemption under said Section, a written certificate of the Borrower stating that the Borrower is prepaying the Loan pursuant to this Section 4.05, which notice may state that such prepayment may be conditioned upon the Trustee's receipt of moneys sufficient to effect such prepayment. The certificate from the Borrower shall certify the following: (i) the principal amount of the Loan to be prepaid, (ii) that the amount to be prepaid on the Loan shall be credited to redemption of the Bonds by the Trustee pursuant to Section 4.02 of the Indenture, and (iii) the date for redemption of the Bonds.

Section 4.06. Mandatory Prepayment of Loan. The Loan shall be prepaid in whole or in part to the extent necessary to effect the mandatory redemption of the Bonds at the times and in the amounts specified in Sections 4.04, and 4.05 of the Indenture.

Section 4.07. Amounts Required for Prepayment.

(a) The amount payable by the Borrower hereunder upon the exercise of the option granted to the Borrower in Section 4.05, or mandatory prepayment as provided in Section 4.06, shall be, to the extent applicable and except as otherwise provided, as follows:

(i) The amount of money necessary to pay the redemption price of the Bonds to be redeemed specified in Section 4.02 of the Indenture in the case of optional

redemption and Sections 4.04 and 4.05 of the Indenture in the case of mandatory redemption, together with all interest specified therein payable up to and including said redemption date and all expenses of the redemption; plus

(ii) In the event of a redemption in whole, an amount of money, without duplication, equal to the Trustee Fee, Administrative Expenses and other expenses under the Indenture accrued and to accrue until the final payment and redemption of the Bonds; less

(iii) A credit for amounts otherwise available under the Indenture for payment of the principal of, or premium, if any, or interest on, the Bonds to be redeemed.

(b) Any prepayment made pursuant to Section 4.05 or 4.06 shall be deposited into the Redemption Fund.

Section 4.08. Conditions to Exercise of Options. The options granted to the Borrower in this Article IV shall be exercisable only in the event and to the extent the Issuer shall have the right and option to redeem all or a portion of the Bonds in accordance with the Indenture.

Section 4.09. Restoration of Reserve Account. In the event of any withdrawal from the Reserve Account of the Bond Fund pursuant to Section 5.02 of the Indenture or in the event that the Trustee notifies the Issuer and the Borrower in writing that the amount on deposit in the Reserve Account of the Bond Fund is equal to less than two months of Note payments, the Borrower shall pay, or cause to be paid, to the Trustee, from amounts other than the proceeds of the Bonds, the amount needed to restore the amount in the Reserve Account of the Bond Fund to in full within 60 days from the date of receipt of such notice for deposit in the Reserve Account.

Section 4.10. Assignments to Trustee. It is understood and agreed that all right, title and interest of the Issuer in and to this Agreement (except for the Unassigned Issuer Rights), the Note and the Mortgage are to be pledged and assigned by the Issuer to the Trustee as security for the Bonds under and pursuant to the Indenture. The Borrower consents to such pledge and assignment. The Issuer hereby directs the Borrower, and the Borrower agrees, to pay or cause to be paid to the Trustee at its designated corporate trust office all payments on the Loan pursuant to this Agreement and the Note.

Section 4.11. Trustee Fee. The Borrower hereby agrees to pay to the Trustee, in addition to the amounts payable hereunder, the Trustee Fee required to be paid pursuant to the Indenture, as provided in Section 4.01(c).

Section 4.12. Usury.

(a) Notwithstanding any provision of this Agreement or the Note to the contrary, it is hereby agreed by and between the Issuer and the Borrower that in no event shall the interest contracted for, charged or received in connection with the Loan made hereunder (including any other costs or considerations that constitute interest under the laws of the State which are contracted for, charged or received pursuant to this Agreement or the Note) exceed the maximum rate of interest allowed under the laws of the State as presently in effect and to the extent an increase is allowable by such laws, but in no event shall any amount ever be paid or payable by the Borrower greater than the amount contracted for herein; and in the event the maturity of the Loan is accelerated pursuant to Article VII, or prepaid in accordance with the provisions hereof requiring mandatory prepayment, then such amounts that constitute payments of interest on the Loan, together with any costs or considerations which constitute interest under the laws of the State, may never exceed an amount which would result in payment of interest at a rate in excess of the maximum interest allowed by the laws of the State or the United States to the extent applicable, as presently in effect and to the extent an increase is allowable by such laws; and excess interest, if any, provided for in this Agreement or the Note, or otherwise, shall be canceled automatically as of the date of such acceleration or, if theretofore paid, shall be credited as payment of principal on the Loan.

(b) To the extent permitted by law, interest contracted for, charged or received on the Loan shall be allocated over the entire term of the Loan to the end that interest paid on the Loan does not exceed the maximum amount permitted to be paid thereon by law.

Section 4.13. Additional Charges. The Borrower agrees to pay when due each and all of the following:

(a) (i) All indemnity payments required to be made under Article VI to the Issuer and the Trustee; (ii) all reasonable fees (including reasonable legal fees) and expenses incurred by the Issuer to exercise its Unassigned Issuer Rights under the Indenture, this Loan Agreement and the other Loan Documents; and (iii) all other reasonable expenses incurred by the Issuer and Trustee in relation to the Project which are not otherwise required to be paid by the Borrower under the terms of this Loan Agreement or any separate fee agreement, including costs incurred as a result of a request by the Borrower;

(b) Interest (to the extent permitted by law, as to interest on interest) at the Maximum Interest Rate on all payments not made by the Borrower under Section 4.02(b)(ii) or under Section 4.13(a) and 4.13(c) when due, after the expiration of any grace period applicable thereto, to the parties entitled thereto;

(c) ANY AND ALL REASONABLE EXTRAORDINARY FEES AND EXPENSES OF THE ISSUER AND OF THE TRUSTEE INCURRED BY OR ON BEHALF OF EITHER OF THEM AT ANY TIME RELATED TO THE PROJECT WHICH ARE NOT PAID FROM THE AMOUNTS HELD UNDER THE INDENTURE, INCLUDING, WITHOUT LIMITATION, LEGAL FEES AND EXPENSES INCURRED IN CONNECTION WITH THE INTERPRETATION, PERFORMANCE, ENFORCEMENT OR AMENDMENT OF THE INDENTURE, THE LOAN DOCUMENTS OR ANY OTHER DOCUMENTS RELATING TO

THE PROJECT OR THE BONDS OR IN CONNECTION WITH ANY FEDERAL OR STATE TAX AUDIT OR ANY QUESTIONS OR OTHER MATTERS ARISING UNDER SUCH DOCUMENTS. SUCH COSTS AND EXPENSES SHALL INCLUDE, WITHOUT LIMITATION, CHARGES FOR TITLE INSURANCE (INCLUDING ENDORSEMENTS), FILING, RECORDING AND ESCROW CHARGES, FEES FOR APPRAISAL, ARCHITECTURAL AND ENGINEERING REVIEW, CONSTRUCTION SERVICES AND ENVIRONMENTAL SERVICES, MORTGAGE TAXES, DOCUMENT REVIEW AND PREPARATION, REASONABLE EXPENSES OF LEGAL COUNSEL AND ANY OTHER FEES AND COSTS FOR SERVICES, REGARDLESS OF WHETHER SUCH SERVICES ARE FURNISHED BY THE ISSUER'S OR TRUSTEE'S EMPLOYEES OR AGENTS OR INDEPENDENT CONTRACTORS. AMOUNTS PAYABLE OR REIMBURSABLE, AS THE CASE MAY BE, PURSUANT TO THIS SUBSECTION (c) SHALL INCLUDE, BUT NOT BE LIMITED TO, (i) ALL COSTS OF PRINTING ANY REPLACEMENT BONDS REQUIRED TO BE ISSUED UNDER THE INDENTURE TO THE EXTENT SUCH COSTS ARE NOT PAID BY THE HOLDERS AND (ii) THE FEES AND EXPENSES OF ANY EXPERTS RETAINED BY THE TRUSTEE AND/OR ISSUER PURSUANT TO THE TERMS OF THE INDENTURE OR ANY OF THE LOAN DOCUMENTS;

(d) Any Costs of Remarketing in excess of amounts available in the Costs of Issuance Fund; and

(e) In accordance with the Tax Certificate, arbitrage rebate to the extent that the funds available under the Indenture for the payment thereof are not sufficient or available therefor.

All amounts payable pursuant to this Section 4.13 shall be paid by the Borrower to the Trustee not later than 30 days after receipt of request for payment thereof.

Section 4.14. Right to Purchase Bonds in Lieu of Redemption.

(a) If the Bonds are called for optional redemption pursuant to Section 4.02 of the Indenture or mandatory redemption pursuant to Section 4.05 of the Indenture, the Borrower may elect in writing to cause the purchase of Bonds in lieu of redemption, pursuant to Section 4.09 of the Indenture. If the Borrower so elects, the Borrower shall send a notice of such election to purchase in lieu of redemption of the Bonds to the Trustee no later than 10 days prior to the date scheduled for redemption accompanied by a Favorable Opinion of Bond Counsel addressed to the Issuer and the Trustee. Upon the exercise by the Borrower to purchase the Bonds so called for redemption (the "Purchase Option") such Bonds shall be purchased in lieu of redemption as provided in Section 4.09 of the Indenture from moneys to be made available by the Borrower and accompanied by written instructions from the Borrower as to the source and application of such moneys. The Purchase Option shall be exercised by:

(i) The Borrower causing the deposit with the Trustee, prior to 10:00 p.m. New York, New York time, on the Bond Payment Date set forth in the notice of redemption sent by the Trustee for redemption of the Bonds (the "Purchase Date"), an amount (the "Purchase Amount") equal to the sum of:

(A) The full Outstanding principal amount of the Purchased Bonds,

(B) Interest on such principal amount to the Purchase Date, and

(C) Redemption premium, if any; and

(ii) The Borrower certifying to the Trustee that the funds deposited with the Trustee pursuant to Section 4.09 of the Indenture are to be applied to the purchase of the Purchased Bonds in lieu of their redemption as provided in Section 4.09 of the Indenture.

Prior to disbursement to pay the Purchase Amount, the Purchase Amount may be invested by the Trustee in Eligible Investments at the direction and for the benefit of the Borrower. Any Bond that is not surrendered to the Trustee for purchase on or before the Purchase Date (an "Undelivered Bond") shall be deemed to have been purchased on such date. Owners of Undelivered Bonds shall have no rights or benefits under the Indenture with respect to such Bonds other than to receive the Purchase Amount for such Bonds upon surrender of such Bonds to the Trustee. Such undelivered Bonds shall cease to accrue interest from and after the Purchase Date.

(b) The purchase of Bonds pursuant to Section 4.09 of the Indenture shall not constitute a merger or extinguishment of the indebtedness of the Borrower represented by the Loan or the Bonds so purchased and such Bonds and the Loan shall for all purposes be regarded as Outstanding hereunder and under the Indenture, except that (i) during the period such Purchased Bonds are held by the Borrower, payments of principal and interest on Purchased Bonds shall be subordinate to payments of principal and interest on Bonds which are not Purchased Bonds, (ii) in determining whether the Owners of a requisite aggregate principal amount of Outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions of the Indenture, Purchased Bonds shall be disregarded and deemed not to be Outstanding under the Indenture for the purpose of any such determination unless all Bonds are Purchased Bonds, and (iii) as may otherwise be expressly provided in the Indenture.

ARTICLE V THE PROJECT

Section 5.01. Reserved.

Section 5.02. Permits and Licenses. The Borrower covenants and agrees that in the operation of the Project they will comply with all federal, State and local statutes, laws, lawful ordinances, building codes, and regulations applicable to the Project.

Section 5.03. Payment for Extraordinary Services.

If, upon or after the occurrence of any default hereunder that remains uncured past the time provided for cure herein, the Issuer, the Trustee or the Owners (but only to the extent permitted under Article VIII of the Indenture) shall employ attorneys or incur other fees or expenses for the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained herein, the Borrower will within 10 days of receiving written demand therefor pay or reimburse the Issuer, the Trustee or the Owners, as the case may be, for the reasonable fees of such attorneys and such other expenses so incurred.

Section 5.04. Damage or Destruction or Condemnation. If the Project shall be damaged or destroyed or is taken by condemnation (in whole or in part) while any of the Bonds are Outstanding, the Borrower shall, subject to the terms of the Mortgage, reconstruct the Project to its condition prior to such loss or damage, provided the net proceeds of the insurance or of the award received as a consequence of such damage or destruction or condemnation, together with any other money available for such purpose (including money contributed by Borrower), are sufficient to pay the cost of such reconstruction. Proceeds that exceed \$50,000 shall be deposited in the Insurance and Condemnation Proceeds Fund and expended as provided in Section 6.04 or 4.04, as applicable, of the Indenture.

Section 5.05. Financial Monitor. The Trustee may appoint a Financial Monitor at the direction of the Significant Bondholder or the Owners of a majority in principal amount of Outstanding Bonds. The Issuer does not employ and is not responsible for any actions or nonactions of the Financial Monitor. The Financial Monitor, if any, may request and receive any financial reports related to the Project which are delivered to the Trustee.

Section 5.06. Management of Project. The Borrower will at all times cause the Project to be professionally managed and operated and it will give written notice to the Significant Bondholder and each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative prior to changing the project manager and prior to making any material changes or modifications to any operation or management agreement between the Borrower and the project manager. The Borrower shall obtain the written approval of the Significant Bondholder, if any, prior to the employment of a project manager.

Section 5.07. [Reserved].

Section 5.08. [Reserved].

Section 5.09. Reporting Requirements. The Borrower shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the Borrower in accordance with accounting principles consistently applied, and will furnish to the Trustee (as to (a) and (c) only), the Issuer (upon its written request), the Significant Bondholder and each Owner requesting the same (at the address supplied to the Trustee by such Owner or its authorized representative):

(a) **Annual Financial Statements and Tax Returns.** As soon as available, and in any event within 120 days after the close of each Fiscal Year (with respect to (i) through (iii)), (i) the complete audited financial statements of the Borrower including the balance sheet as of the end of such Fiscal Year and the related statements of revenues and expenses and changes in financial position for such Fiscal Year, setting forth in each case in comparative form the corresponding figures for the preceding Fiscal Year, all in reasonable detail, certified by an independent certified public accountant as having been prepared in accordance with accounting principles, consistently applied; (ii) a separate written report stating on a quarterly basis throughout the period reported in such financial statements the Debt Service Coverage Ratio as of each Debt Service Coverage Determination Date for the preceding 12-month period ending within 30 days of such Debt Service Coverage Determination Date; (iii) a statement by the accountants certifying the financial statements that such accountant has no knowledge, except as specifically

stated, of any Event of Default; and (iv) the Borrower's federal tax returns for the Fiscal Year. The annual financial statements shall be prepared in accordance with accounting principles applied on a basis consistent with prior years (except as otherwise specified in such report).

(b) *[Reserved]*.

(c) *Certificate of Compliance.* Simultaneously with the delivery of each set of financial statements referred to in (a) above, a certificate of the Borrower signed by the Authorized Representative stating that (i) the Borrower has made a review of its activities during the preceding annual or quarterly period, as the case may be, for the purpose of determining whether or not the Borrower has complied with all of the terms, provisions and conditions of the Loan Documents and (ii) to the best knowledge of the Authorized Representative, the Borrower is not in default in the performance or observance of any of the terms, covenants, provisions or conditions of any of the Loan Documents, or if the Borrower shall be in default, such certificate shall specify each such default, the nature and status thereof and any remedial steps taken or proposed to correct each such default.

(d) *[Reserved]*.

(e) *Other Information.* Such other information respecting the business, properties or the condition or operations, financial or otherwise, of the Borrower as the Issuer or any Owner of more than 15% of Bonds Outstanding may from time to time reasonably request.

(f) *Litigation.* Annually, written notice of all actions, suits and proceedings before any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, against the Borrower.

Notwithstanding the foregoing provisions of this Section 5.09, the Borrower shall comply with the reporting requirements set forth in the Regulatory Agreement and Section 2.05.

Section 5.10. Operating Budget.

(a) Commencing January 1, 2014, not later than the beginning of each Fiscal Year the Borrower shall prepare or cause to be prepared an annual Operating Budget with respect to the Project for the ensuing Fiscal Year. Such Operating Budget shall set forth in reasonable detail the estimated Project Revenues, Operating Expenses, Current Reserves held with respect to the Project and Capital Expenditures for the Project for such Fiscal Year and the estimated investment income and estimated amounts to be deposited in and withdrawn from Administrative Expense Account under the Indenture. Subject to the requirements relating to the maintenance of the tax credits allocated to the Project, the Borrower shall set the rates, fees and charges of the Project for each Fiscal Year so that the anticipated Project Revenues will generate a Debt Service Coverage Ratio of not less than 1.20:1.00 for such Fiscal Year. The Borrower may at any time adopt an amended Operating Budget for the remainder of the then current Fiscal Year. Copies of the Operating Budget and of any amended Operating Budget shall be filed no later than November 15 of the year preceding such Fiscal Year with the Trustee, the Issuer (at its written request), the Significant Bondholder, if any, and each Owner requesting the same (at the address supplied to the Trustee by such Owner or its authorized representative).

(b) The Operating Budget or amended Operating Budget to be adopted by the Borrower shall provide for monthly deposits into the funds and accounts in the amounts required under Section 5.02(a) of the Indenture, as applicable. The Operating Budget shall contain an estimate of the taxes (if any), assessments (if any) and insurance premiums next coming due with respect to the Project, and such estimate shall not be less than the respective amounts most recently having come due with respect to such taxes, assessments and insurance premiums, unless the Borrower shall have competent evidence that there is to be a decrease in such taxes, assessments and insurance premiums.

(c) If for any reason the Borrower shall not have adopted the Operating Budget for a Fiscal Year before the first day of such Fiscal Year, the Operating Budget for the preceding year shall be deemed to have been adopted and be in effect for such Fiscal Year until the Operating Budget for such Fiscal Year is adopted and a copy thereof filed with the Trustee and the Financial Monitor, if any.

(d) [Reserved].

(e) In the event that the Debt Service Coverage Ratio is less than 1.20:1.00, the Significant Bondholder, if any, shall have the right, but not the obligation, to review and approve the Operating Budget.

Section 5.11. Failure To Meet Debt Service Coverage.

If the Debt Service Coverage Ratio is less than 1.20:1.00, the Significant Bondholder, if any, or in the absence of a Significant Bondholder, a majority by principal amount of Bonds Outstanding of the Owners, may direct the Borrower to engage a Housing Consultant at the Borrower's expense and acceptable to the Significant Bondholder or such majority Owners, as applicable. The Borrower will retain a Housing Consultant within 30 days of delivery of any such direction. Any Housing Consultant engaged pursuant to this Section shall be required, as a condition to its employment, to deliver to the Trustee, the Borrower and the Significant Bondholder, and each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative, a report of its findings with respect to the management and operation of the Project and recommendations with respect to the operations of the Project and the sufficiency of the rates (acknowledging the rental restrictions in connection with the Low Income Housing Tax Credits and those restrictions set forth in the Regulatory Agreement), fees and charges imposed by the Borrower, within 60 days of employment as Housing Consultant. The Trustee shall provide a copy of the Housing Consultant's report to any Bondholder requesting it. Payment of the Housing Consultant will be deemed an Operating Expense, unless otherwise agreed to in writing by the Significant Bondholder, if any. The Housing Consultant's report will (i) include a projection of the Project Revenues, Operating Expenses and cash flow on a quarterly basis for not less than the next two calendar years, and (ii) make such recommendations to the Borrower as the Housing Consultant reasonably believes are appropriate to enable the Borrower to increase the Debt Service Coverage Ratio to an amount in excess of 1.20:1.00 for the current calendar year. The Borrower agrees to respond to such recommendations within 30 days of receipt of such report and, to the extent lawful, to follow the recommendations of the Housing Consultant. If within 60 days after receipt of such report, the Borrower has failed to cause the recommendations of the Housing Consultant to commence to be

implemented or if after six months of Borrower's receipt of such report the Debt Service Coverage Ratio of at least 1.20:1.00 for the preceding three months is not met (as verified by the Financial Monitor, if any), the Housing Consultant may recommend removal of the Project Manager, which, if consented to or directed in writing by the Significant Bondholder, if any, shall promptly occur. Retention of a Housing Consultant in the years covered by the Housing Consultant's report will not be required, provided that an Authorized Representative delivers a certificate to the Trustee and the Significant Bondholder, if any, and each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative, within 45 days after the end of each quarter, setting forth the actual results for such quarter (which may be based on unaudited financial statements) and such results show that the Borrower is meeting a Debt Service Coverage Ratio of at least 1.20:1.00. If the Housing Consultant reasonably determines that the Project Manager has committed fraud or gross misconduct in the management of the Project, the Housing Consultant may recommend removal and, if consented to or directed to in writing by the Significant Bondholder, if any, such removal shall promptly occur. The Borrower shall promptly terminate the contract of the Project Manager and shall, coincident with such termination, replace the Project Manager with a successor Project Manager acceptable to the Significant Bondholder, if any.

Section 5.12. Reserved

Section 5.13. Taxes, Assessments and Other Charges. The Borrower shall pay or cause to be paid all taxes, assessments and charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project (including ad valorem, sales and excise taxes, assessments and charges upon the Borrower's interest in the Project), all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Project. Notwithstanding the provisions of this Section 5.13, if no Event of Default exists, the Borrower at its own expense may contest in good faith any such tax, assessment or charge, provided that, during the period of such contest or appeal therefrom, the failure to have paid such tax, assessment or charge does not adversely affect the lien of the Mortgage, adversely affect the excludability of interest on the Bonds for federal income tax purposes, cause any event of default under the Indenture or any of the Loan Documents, endanger such lien on the Project or any portion thereof or subject the Project to loss or forfeiture, in which event the Borrower shall promptly take such action with respect thereto as shall be necessary and satisfactory to the Significant Bondholder, if any.

Section 5.14. Project Insurance.

(a) The Borrower covenants that it will carry and maintain or cause to be carried and maintained, and pay, or cause to be paid, the premiums for at least the following insurance with respect to the Project and such other insurance as the Significant Bondholder may reasonably request covering risks as are customarily insured against in connection with the operation of facilities comparable in size and scope of services to the Project at the time plus law and ordinance insurance in an amount of at least \$250,000 (or property insurance covering increased cost due to law and ordinance):

(i) Insurance against loss or damage from fire, lightning, windstorm, hurricane, hail, explosion (but not including "Act of War"), riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief insurance in an amount not less than the full replacement cost of the Project;

(ii) Insurance coverage of boilers, pressure vessels, auxiliary piping and selected machinery objects (pumps and compressors), in an amount not less than the replacement value of such property;

(iii) Commercial general liability insurance, in the minimum amounts of \$1,000,000 for each occurrence with a general aggregate limit of \$2,000,000;

(iv) Comprehensive automobile liability insurance in the minimum amount of \$1,000,000 for each accident for bodily injury and property damage combined if the Borrower shall own or operate any automobiles or other vehicles;

(v) Workers' compensation coverage and any other similar type of insurance required by the laws of the State;

(vi) Fidelity bonds in a minimum amount of \$100,000 (or crime and employee dishonesty coverage in the amount of \$100,000) on the Project Manager and all officers and employees of the Borrower and the Project Manager who have access to or custody of revenues, receipts or income from the Project or any funds of the Borrower;

(vii) Business income including extra expense insurance, covering loss of revenues by reason of the total or partial suspension of, or interruption in, the operation of the Project caused by the damage to or destruction of any part of the Project, with such exceptions as are customarily imposed by insurers covering a period of suspension or interruption and in such amount as will provide revenues equal to the Maximum Annual Debt Service for the Bonds together with the amount required to pay necessary Operating Expenses for the ensuing 12 months;

(viii) Commercial umbrella liability insurance with minimum annual limits of \$10,000,000; and

(ix) Flood insurance, for the applicable portion of the Project if the Borrower shall not have provided a certification that each portion of the Project is not located in a 100-year flood plain. Such insurance shall at a minimum comply with Federal Emergency Management Agency coverage requirements and provide coverage in an amount equal to the lesser of the outstanding Loan amount or the maximum coverage available under the National Flood Insurance Program ("NFIP"). Although none of the Project may not now be included in a special flood hazard area or the governing municipality may not participate in the NFIP, Borrower acknowledges and agrees that it will provide such insurance within 45 days following notice that any portion of the Project has been included in a special flood hazard area or the governing municipality does then participate in the NFIP.

(b) All insurance policies (other than flood insurance) issued or renewed after the initial issuance and delivery of the Bonds shall be taken out and maintained with companies that have a financial strength rating of "A-" or higher from A.M. Best. If the financial strength rating of any insurance provider falls below "A-," the Borrower shall promptly obtain a replacement policy with a provider meeting the rating requirements herein contained. All policies of insurance required by the terms of this Agreement shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of the Borrower, which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of setoff, counterclaim or deductions against the Borrower. All such policies (other than workers' compensation) shall name the Issuer, the Trustee and the Significant Bondholder as additional insureds, as their respective interests may appear, and shall have attached thereto a lender's loss payable endorsement for the benefit of the Trustee, which endorsement indicates that all insurance proceeds are payable directly to the Trustee.

(c) The Borrower shall furnish the Trustee with certifications of all policies of required insurance. The Borrower shall file with the Trustee annually on or about the anniversary date of such policy or policies, a certificate to the effect that all insurance coverages required to be maintained hereunder are in effect and of full force and effect. All policies shall require at least 30 days' prior written notification to the Borrower and the Trustee of modification, cancellation or termination in coverage and shall provide that no property claims shall be paid thereunder without at least 10 days' prior written notice to the Trustee. Within 30 days prior to the expiration or cancellation of any policy, the Borrower will furnish or cause to be furnished to the Trustee satisfactory evidence of the continuance or replacement of such coverage under the requirements of this Agreement. No acceptance or approval of any insurance policy by the Trustee shall relieve or release the Borrower from any liability, duty or obligation under this Agreement. The Borrower shall immediately give written notice to the Trustee of any notice received by the Borrower of any expiration, cancellation or modification of, or material reduction of coverage under, any such policy.

(d) The Borrower may take out separate insurance concurrent in form or contributing in the event of loss with that required in this Section; provided that the Borrower shall immediately notify the Trustee whenever any such separate insurance is taken out. No such separate or additional policies of insurance shall reduce the insurance coverage required hereunder to be maintained.

(e) In the event the Borrower fails to take out or maintain the full insurance coverage required under this Section, the Trustee, after first notifying the Borrower, may (but shall not be obligated to) take out the required policies of insurance and pay the premiums on the same and the costs thereof so advanced shall be paid promptly by the Borrower from any available moneys upon the Trustee's presentation to the Borrower of statements or invoices evidencing same, together with interest thereon to the date of payment as provided herein.

(f) The risk of loss or of decrease in the enjoyment and beneficial use of the Project in consequence of the damage or destruction thereof by fire, the elements, casualties, thefts, riots, civil strife, war, nuclear explosion, or otherwise, or in consequence of foreclosures, attachments, levies or executions, is expressly assumed by the Borrower, and the Borrower agrees that the

Issuer and the Trustee shall in no event be answerable, accountable or liable therefor, nor shall any of the foregoing events entitle the Borrower to any abatement or diminution of its obligations hereunder.

(g) The Borrower agrees to furnish to the Trustee, on January 1 of each year commencing January 1, 2013, reports on each existing insurance policy showing such information as the Trustee may reasonably request, including, without limitation, the following: (i) the name of the insurer, (ii) the risks insured, (iii) the amount of the policy, (iv) the properties insured, (v) then current property values on the basis of which insurance has been obtained, and the manner of determining those values, (vi) the expiration date of the policy, and (vii) a certification that all insurance policies are in effect and the Borrower is in compliance with this Section 5.14.

Section 5.15. [Reserved].

Section 5.16. Project Condition Report.

Beginning on January 1, 2022, and continuing every tenth year anniversary thereafter, the Borrower covenants and agrees to provide a Project Condition Report to the Trustee, the Issuer and the Significant Bondholder and each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative.

**ARTICLE VI
INDEMNIFICATION**

Section 6.01. Indemnification of the Issuer.

(a) THE BORROWER COVENANTS AND AGREES TO PROTECT, INDEMNIFY AND SAVE THE ISSUER, THEIR BOARD MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL LIABILITY, LOSSES, DAMAGES, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES), TAXES, CAUSES OF ACTION, SUITS, CLAIMS, DEMANDS AND JUDGMENTS OF ANY NATURE OR FORM, BY OR ON BEHALF OF ANY PERSON ARISING IN ANY MANNER FROM THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART OR ARISING IN ANY MANNER IN CONNECTION WITH THE PROJECT OR THE FINANCING OF THE PROJECT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARISING FROM (i) THE WORK DONE ON THE PROJECT OR THE OPERATION OF THE PROJECT DURING THE TERM OF THIS AGREEMENT; (ii) ANY BREACH OR DEFAULT ON THE PART OF THE BORROWER IN THE PERFORMANCE OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT (OTHER THAN A FAILURE TO PAY THE PRINCIPAL OF, AND ANY INTEREST AND PREMIUM ON, THE LOAN, THE NOTES OR THE BONDS); (iii) ANY CLAIM OR CAUSE OF ACTION AGAINST THE ISSUER THAT SEEKS TO IMPOSE LIABILITY ON THE ISSUER WITH RESPECT TO THE BONDS, THIS LOAN AGREEMENT, THE REGULATORY AGREEMENT, THE TAX AGREEMENT OR THE INDENTURE WHICH EXCEEDS THE LIABILITY OF THE ISSUER AS SET FORTH IN SECTION 8.02; (iv) THE PROJECT OR ANY PART THEREOF; (v) ANY VIOLATION OF ANY CONTRACT,

AGREEMENT OR RESTRICTION RELATING TO THE PROJECT EXCLUDING THE PAYMENT OF THE PRINCIPAL, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, THE NOTE OR THE LOAN; OR (vi) ANY LIABILITY, VIOLATION OF LAW, ORDINANCE OR REGULATION AFFECTING THE PROJECT OR ANY PART THEREOF OR THE OWNERSHIP OR OCCUPANCY OR USE THEREOF. UPON NOTICE FROM THE ISSUER, THE CITY, THE LGC, OR ANY OF THEIR BOARD MEMBERS, DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES, THE BORROWER SHALL DEFEND THE ISSUER, THE CITY, THE LGC OR ANY OF THEIR BOARD MEMBERS, DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES IN ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH ANY OF THE ABOVE, AND PROVIDE COMPETENT COUNSEL REASONABLY SATISFACTORY TO THE ISSUER; PROVIDED, HOWEVER, THAT THE ISSUER SHALL HAVE THE RIGHT TO EMPLOY SEPARATE COUNSEL IN ANY ACTION DESCRIBED IN THE PRECEDING SENTENCE AT THE EXPENSE OF THE BORROWER;

(b) IT IS THE INTENTION OF THE PARTIES HERETO THAT THE ISSUER, THEIR BOARD MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES SHALL NOT INCUR PECUNIARY LIABILITY BY REASON OF THE TERMS OF THIS AGREEMENT OR BY REASON OF THE UNDERTAKINGS REQUIRED OF THE ISSUER, THEIR BOARD MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES HEREUNDER IN CONNECTION WITH THE ISSUANCE OF THE BONDS, INCLUDING, BUT NOT LIMITED TO, THE EXECUTION AND DELIVERY OF THE INDENTURE, THIS AGREEMENT, THE REGULATORY AGREEMENT, AND ALL OTHER INSTRUMENTS AND DOCUMENTS REQUIRED TO CLOSE THE TRANSACTION; THE PERFORMANCE OF ANY ACT REQUIRED OF THE ISSUER, THEIR BOARD MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES BY THIS AGREEMENT; OR THE PERFORMANCE OF ANY ACT REQUESTED OF THE ISSUER, THEIR COMMISSIONERS, MEMBERS, TRUSTEES, BOARD MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES BY THE BORROWER OR IN ANY WAY ARISING FROM THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART OR ARISING IN ANY MANNER IN CONNECTION WITH THE PROJECT OR THE FINANCING OF THE PROJECT, INCLUDING, BUT NOT LIMITED TO, THE EXECUTION AND DELIVERY OF THE INDENTURE, THIS AGREEMENT, THE REGULATORY AGREEMENT AND ALL OTHER INSTRUMENTS AND DOCUMENTS REQUIRED TO CLOSE THE TRANSACTION. NEVERTHELESS, IF THE ISSUER, THEIR BOARD MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES SHOULD INCUR ANY SUCH PECUNIARY LIABILITY WITH RESPECT TO EVENTS OCCURRING AFTER THE DATE HEREOF, THEN IN SUCH EVENT THE BORROWER SHALL INDEMNIFY AND HOLD THE ISSUER, THEIR BOARD MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES HARMLESS AGAINST ALL CLAIMS BY OR ON BEHALF OF ANY PERSON, ARISING OUT OF THE SAME, AND ALL COSTS AND EXPENSES INCURRED IN CONNECTION WITH ANY SUCH CLAIM OR IN CONNECTION WITH ANY ACTION OR PROCEEDING BROUGHT THEREON, AND UPON TIMELY NOTICE FROM THE ISSUER, THE BORROWER SHALL DEFEND THE ISSUER, THEIR BOARD MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES IN ANY SUCH ACTION OR PROCEEDING, AND PROVIDE COUNSEL SATISFACTORY TO THE ISSUER AND THE BORROWER SHALL PAY THE EXPENSES OF THE ISSUER, LGC

INCLUDING PAYMENT OF THE COUNSEL USED BY THE ISSUER; PROVIDED, HOWEVER, THAT THE ISSUER SHALL HAVE THE RIGHT TO EMPLOY SEPARATE COUNSEL IN ANY ACTION DESCRIBED IN THE PRECEDING SENTENCE AT THE EXPENSE OF THE BORROWER; AND

(c) NOTWITHSTANDING ANY PROVISION OF THIS SECTION 6.01 TO THE CONTRARY, THE ISSUER, THEIR BOARD MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES SHALL BE INDEMNIFIED BY THE BORROWER WITH RESPECT TO LIABILITIES ARISING FROM THE ISSUER'S OWN NEGLIGENCE OR BREACH OF CONTRACTUAL DUTY, BUT NOT FOR ANY LIABILITIES ARISING FROM THE ISSUER'S OWN GROSS NEGLIGENCE, BAD FAITH, FRAUD OR WILLFUL MISCONDUCT.

This indemnification covenant shall survive repayment of the Loan and the Bonds.

SECTION 6.02. Indemnification of Trustee and Significant Bondholder. THE BORROWER AGREES TO INDEMNIFY AND HOLD THE TRUSTEE, ITS BOARD MEMBERS, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES AND THE SIGNIFICANT BONDHOLDER, IF ANY, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, DAMAGES, EXPENSES AND LIABILITIES OF WHATSOEVER NATURE OR KIND (INCLUDING, BUT NOT LIMITED TO, ANY DOCUMENTARY STAMP TAXES OR INTANGIBLE TAXES DUE AND PAYABLE IN CONNECTION WITH THE LOAN, REASONABLE ATTORNEYS' FEES (INCLUDING ANY AND ALL OF THOSE INCURRED PRIOR TO LITIGATION AND AT ALL TRIBUNAL LEVELS), LITIGATION AND COURT COSTS, AMOUNTS PAID IN SETTLEMENT BY OR WITH THE APPROVAL OF THE BORROWER AND AMOUNTS PAID TO DISCHARGE JUDGMENTS) PAID TO THIRD PARTIES DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR RELATED TO (A) THE ISSUANCE, OFFERING, REMARKETING, SALE OR DELIVERY OR RESALE ON THE SECONDARY MARKET OF THE BONDS OCCURRING WITHIN SIX MONTHS OF THE REMARKETING DATE; (B) THE ENFORCEMENT OF PROVISIONS OF THIS AGREEMENT, THE NOTE, THE INDENTURE, THE MORTGAGE, OR THE REGULATORY AGREEMENT (OTHER THAN FAILURE TO PAY THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE LOAN AND THE NOTE); (C) ANY WRITTEN STATEMENTS OR REPRESENTATIONS MADE OR GIVEN BY THE BORROWER OR BY ANY MEMBER, DIRECTOR, OFFICER, EMPLOYEE, ATTORNEY OR AGENT OF THE BORROWER OR PERSON UNDER DIRECT CONTRACT TO THE BORROWER OR ACTING ON THE BORROWER'S BEHALF TO THE ISSUER RELATING TO STATEMENTS OR REPRESENTATIONS OR FINANCIAL INFORMATION; (D) THE DESIGN, CONSTRUCTION, INSTALLATION, OPERATION, USE, OCCUPANCY, MAINTENANCE OR OWNERSHIP OF THE PROJECT; OR (E) THE ADMINISTRATION OF THE TRUSTS CREATED BY THE INDENTURE; PROVIDED, HOWEVER, THAT NEITHER THE TRUSTEE NOR THE SIGNIFICANT BONDHOLDER, IF ANY, SHALL BE INDEMNIFIED HEREUNDER (I) FOR ANY CLAIMS OR DAMAGES ARISING FROM ITS OWN NEGLIGENT ACTS OR OMISSIONS, BAD FAITH, FRAUD OR WILLFUL MISCONDUCT BY THE TRUSTEE OR THE SIGNIFICANT BONDHOLDER, AS THE CASE MAY BE, OR (II) FOR CLAIMS OR DAMAGES (A) ARISING FROM ANY ACTION OR FAILURE TO

ACT THAT OCCURRED AFTER THE ORIGINAL BORROWER NO LONGER HAD TITLE TO OR POSSESSION OR CONTROL OF THE PROJECT OR (B) CAUSED BY AN INDEMNIFIED PARTY OR OCCURRING WHILE AN INDEMNIFIED PARTY WAS IN CONTROL OF THE PROJECT. THIS INDEMNIFICATION COVENANT SHALL SURVIVE REPAYMENT OF THE LOAN AND THE BONDS.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

Section 7.01. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events:

(a) The failure of the Borrower to fully make (i) any payment of principal, interest or premium on the Loan when due under the Note or this Agreement, or (ii) any payment of any amount or charge under Section 4.02 (not otherwise specified in the foregoing clause (i)) when due;

(b) Any material breach by the Borrower of any representation or warranty made in this Agreement or any of the other Loan Documents or any requisition for disbursements of the Loan, or any failure by the Borrower to observe and perform any material covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in any other subsections of this Section 7.01, and the continuation of such breach or failure for a period of 30 days after written notice specifying such breach or failure and requesting that it be remedied, given to the Borrower by the Trustee; provided, however, that in the event such breach or failure be such that it can be corrected but not within said 30-day period, the same shall not constitute an Event of Default hereunder if (x) corrective action is instituted by the Borrower or on behalf of the Borrower within said 30-day period and is being diligently pursued, (y) in the case of a covenant regarding the tax-exempt status of the Bonds, in the opinion of Bond Counsel, failure to correct such breach or failure indefinitely (or such shorter time as shall be established as a limitation on the period of time during which correction may be pursued) will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes, and (z) such breach or failure is corrected or cured within 90 days after such written notice specifying such breach or failure and requesting that it be remedied;

(c) Refusal to permit the Issuer, its representatives or any construction consultant to enter upon the premises at all reasonable times (but subject to the rights of tenants), and after notice, to inspect the Project, the rehabilitation thereof and all materials, fixtures and articles used or to be used and to examine all detailed plans, shop drawings and specifications which relate to the Project, and/or failure to furnish to the Issuer, its representatives or any construction consultant copies of such plans, drawings and specifications within a reasonable period of time after request;

(d) The failure of the Borrower to fully make any payment of any amount or charge (other than those amounts or charges specified in Section 7.01(a)) when due under the Note, this Agreement, the Mortgage, the Tax Certificate, the Indenture or any other Loan Document within 10 days after written demand therefor;

(e) Execution by the Borrower of any security instrument other than the Mortgage or Project leases covering any materials, fixtures, furnishings or equipment intended to be incorporated or placed in the Project, or the filing of a financing statement or publishing notice of any such security instrument, or failure to purchase any of such materials, fixtures, furnishings or equipment so that the ownership thereof will vest unconditionally in the Borrower free from encumbrances on delivery at the premises, except for (i) future subordinate financing specified for the Project which is approved by the Significant Bondholder, if any, and (ii) the Permitted Encumbrances;

(f) Failure by the Borrower to disclose to the Issuer within 10 Business Days after request by the Issuer, the names of all persons with whom the Borrower has contracted for the furnishing of labor or materials for the Project;

(g) Refusal or inability of the Borrower to diligently undertake to satisfy any condition to the receipt of proceeds of the Bonds pursuant to the Indenture for a period in excess of 30 days after notice that the condition has not been satisfied;

(h) Failure to satisfy or bond a lien for the performance of work or the supply of materials filed against a Project for a period of 30 days after the receipt by the Borrower of notice that such lien has been filed;

(i) The appointment of a receiver, trustee, conservator or liquidator of the Borrower or the General Partner, or the Project or any other property of the Borrower, and the same is not vacated or dismissed within 90 days of such appointment;

(j) A filing by the Borrower or the General Partner of a voluntary petition in bankruptcy, seeking reorganization or rearrangement or taking advantage of any debtor relief laws, or an answer by the Borrower or the General Partner or an affiliate thereof admitting the material allegations of a petition filed against the Borrower or the General Partner or an affiliate thereof, as the case may be, in any bankruptcy, reorganization, insolvency, conservatorship or similar proceeding, or an admission in writing by the Borrower or the General Partner of any inability to pay its or its debts as they become due; or the making by the Borrower or the General Partner or an affiliate thereof of a general assignment for the benefit of creditors; or the entry of an order, judgment or decree by any court of competent jurisdiction adjudicating the Borrower or the General Partner or an affiliate thereof as bankrupt or insolvent, or approving a petition seeking reorganization of the Borrower or the General Partner or an affiliate thereof or an arrangement of its debts, and the same is not vacated or dismissed within 90 days thereafter;

(k) The liquidation, termination or dissolution of the Borrower or the General Partner or an affiliate thereof (excluding failures to make ministerial filings which are cured within 60 days after Borrower's receipt of notice thereof);

(l) Any substantial damage to or destruction of the Project if the applicable insurance proceeds, plus any sums deposited by the Borrower with the Trustee shall not be sufficient to repair and restore the Project, or if the insurance proceeds shall not be paid within a reasonable time as a result of the Borrower's failure to pursue such insurance claim, and the Borrower fails

or refuses to deliver funds to the Trustee in an amount equal to such excess rehabilitation or construction costs as provided herein;

(m) Any "Event of Default" shall have occurred under the Indenture, the Regulatory Agreement, the Tax Certificate, the Note, the Mortgage or any other Loan Documents and shall continue beyond any applicable curative period provided in such instrument or agreement;

(n) Judgment for the payment of money in excess of \$100,000 (which is not covered by insurance) is rendered by any court or other governmental body against the Borrower, and the Borrower does not discharge the same or provide for its discharge in accordance with its terms, or procure a stay of execution thereof within 60 days from the date of entry thereof, and within said 60-day period or such longer period during which execution of such judgment shall have been stayed, appeal therefrom and cause the execution thereof to be stayed during such appeal while providing such reserves therefor as may be required under generally accepted accounting principles; and

Section 7.02. Remedies on Default.

(a) Whenever any Event of Default referred to in Section 7.01 shall have happened and be continuing, the Trustee, as assignee of the Issuer, may, and, in the case of an Event of Default under Section 7.01(i), (j) or (k) or at the direction of the Significant Bondholder, shall:

(i) By notice in writing to the Borrower and the Investor Member declare the unpaid indebtedness on the Loan and under this Agreement and the Note to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable; and

(ii) Take whatever action at law or in equity or under any of the Loan Documents as may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due hereunder or thereunder or under the Note, or to exercise any right or remedy or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement, the Note or any other Loan Document.

(b) In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Borrower, the Trustee (irrespective of whether the principal and interest of the Loan shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Borrower for the payment of overdue principal or interest) shall be entitled and empowered, and shall, at the written direction of the Significant Bondholder, if any, by intervention of such proceeding or otherwise,

(i) To file and prove a claim for the whole amount of principal and interest owing and unpaid on the Loan and all other amounts owed by the Borrower in accordance with this Agreement and the other Loan Documents and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements

and advances of the Trustee, its agents and counsel) and of the Owners allowed in such judicial proceeding; and

(ii) To collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same.

Any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Owner to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Owners, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agent and counsel.

(c) Any amounts collected pursuant to action taken under this Section 7.02 shall, after the payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer or the Trustee on behalf of the Issuer and their respective counsel, be paid into the Redemption Fund (unless otherwise provided in this Agreement) and applied in accordance with the provisions of the Indenture. No action taken pursuant to this Section 7.02 shall relieve the Borrower from the Borrower's obligations pursuant to Sections 4.01, 4.02, 4.13, 5.03, 6.01 and 6.02.

Section 7.03. Reserved.

Section 7.04. Reserved.

Section 7.05. Reserved.

Section 7.06. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement, the Mortgage or any other Loan Document or now or hereafter existing at law or in equity or by statute; provided, however, each right and remedy of the Issuer, whether granted in this Agreement, or any other Loan Document, at law or in equity is subject to the provisions of Section 8.11. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Agreement, it shall not be necessary to give any notice, other than such notice as may be herein expressly required or required by any other Loan Document. Such rights and remedies as are given the Issuer hereunder shall also extend to the Trustee and the Trustee, subject to the provisions of Section 8.11 and of the Indenture, shall be entitled to the benefit of all covenants and agreements herein contained.

Section 7.07. Agreement To Pay Fees and Expenses of Counsel. If the Borrower should default under any of the provisions of this Agreement and the Issuer, Significant Bondholder or the Trustee should employ counsel or incur other expenses for the collection of the indebtedness hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower herein contained, the Borrower agree that they will on demand therefor pay to the Trustee, the Issuer or the Significant Bondholder, if any, or, if so directed by the Issuer, the Trustee or the Significant Bondholder, to their counsel, the reasonable

fees of such counsel and all other out-of-pocket expenses incurred by or on behalf of the Issuer, the Trustee or the Significant Bondholder.

Section 7.08. Waiver; No Additional Waiver Implied by One Waiver; Consents to Waivers. The Owners of a majority of the aggregate principal amount of Bonds Outstanding may waive any Event of Default hereunder and upon such waiver the occurrence of such event shall not be deemed an Event of Default hereunder. No waiver shall be effective unless in writing and signed by the party making the waiver. In the event any agreement contained in this Agreement should be breached and thereafter waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.09. Remedies Subject to Applicable Law. All rights, remedies, and powers provided by this Article VII may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law in the premises and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the premises and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable, or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

Section 7.10. Cure by Investor Member. The Issuer hereby agrees that any cure of any Event of Default or default hereunder made or tendered by the Investor Member shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

Section 7.11. Significant Bondholder's Right To Perform the Obligations. If the Borrower shall fail, refuse or neglect to make any payment or perform any act required by the Loan Documents, then while any Loan Agreement default exists, and without notice to or demand upon the Borrower and without waiving or releasing any other right, remedy or recourse the Trustee or the Significant Bondholder may have because of such Loan Agreement default, the Significant Bondholder may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of the Borrower, and shall have the right to enter upon the Project for such purpose and to take all such action thereon and with respect to the Project as it may deem necessary or appropriate. If the Significant Bondholder shall elect to pay any sum due with reference to the Project, the Significant Bondholder may do so in reliance on any bill, statement or assessment procured from the appropriate governmental authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Loan Documents, the Significant Bondholder shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. All sums paid by the Significant Bondholder pursuant to this Section 7.11, and all other sums expended by the Significant Bondholder, to which it shall be entitled to be indemnified, together with interest thereon at the Default Rate from the date of such payment or expenditure until paid, shall constitute additions to all amounts payable with respect to the Bonds, shall be secured by the Loan Documents and shall be paid by the Borrower to the Significant Bondholder upon demand.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.01. Amounts Remaining in Funds and Accounts. Any amounts remaining in any Fund or Account established under the Indenture after payment of the Bonds in full including interest and premium, if any, thereon in accordance with their terms, or provision for payment thereof having been made in accordance with the provisions of the Indenture, and payment of all sums otherwise due hereunder shall be paid to the Borrower as provided in the Indenture.

Section 8.02. Limitation on Issuer's Liability; Issuer May Rely.

(a) All obligations of the Issuer incurred under this Loan Agreement, the Regulatory Agreement, the Tax Certificate and the Indenture shall be limited obligations of the Issuer, payable solely and only from Bond proceeds, revenues and other amounts derived by the Issuer from the Trust Estate. THE BONDS SHALL BE PAYABLE SOLELY FROM THE REVENUES AND OTHER FUNDS AND PROPERTY PLEDGED UNDER THE INDENTURE FOR THE PAYMENT OF THE BONDS, AND NO OWNER OR OWNERS OF ANY OF THE BONDS SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE STATE, ANY CITY OR ANY POLITICAL SUBDIVISION OR OTHER PUBLIC BODY OF THE STATE OR THE STATE, OR TO ENFORCE THE PAYMENT OF THE BONDS AGAINST ANY PROPERTY OF THE ISSUER, THE STATE, THE CITY OR ANY SUCH POLITICAL SUBDIVISION OR OTHER PUBLIC BODY, INCLUDING THE ISSUER, EXCEPT AS PROVIDED IN THE INDENTURE. NO BOARD MEMBER, DIRECTOR, OFFICER, AGENT, EMPLOYEE, OR ATTORNEY OF THE ISSUER, INCLUDING ANY PERSON EXECUTING THIS LOAN AGREEMENT ON BEHALF OF THE ISSUER, SHALL BE LIABLE PERSONALLY UNDER THIS LOAN AGREEMENT OR FOR ANY REASON RELATING TO THE ISSUANCE OF THE BONDS. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE BONDS, OR FOR ANY CLAIM BASED ON THE BONDS, OR OTHERWISE IN RESPECT OF THE BONDS, OR BASED ON OR IN RESPECT OF THIS LOAN AGREEMENT OR ANY AMENDMENT TO THIS LOAN AGREEMENT, AGAINST ANY BOARD MEMBER, OFFICER, DIRECTOR, EMPLOYEE, AGENT, ATTORNEY OR MEMBER OF THE GOVERNING BODY OF THE ISSUER AS SUCH, OR ANY SUCCESSOR WHETHER BY VIRTUE OF ANY CONSTITUTION, STATUTE OR RULE OF LAW, OR BY THE ENFORCEMENT OF ANY ASSESSMENT OR PENALTY OR OTHERWISE, ALL SUCH LIABILITY BEING, BY THE ACCEPTANCE OF THIS LOAN AGREEMENT AND AS PART OF THE CONSIDERATION FOR THE ISSUE OF THE BONDS, EXPRESSLY WAIVED AND RELEASED.

(b) It is expressly understood and agreed by the parties to this Loan Agreement that:

(i) The Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Trustee, any Bondholder or the Borrower as to the existence of a fact or state of affairs required under this Loan Agreement to be noticed by the Issuer;

(ii) The Issuer shall not be under any obligation to perform any record keeping or to provide any legal service, it being understood that such services shall be performed or caused to be performed by the Borrower; and

(iii) None of the provisions of this Loan Agreement shall require the Issuer to expend or risk its own funds (apart from the proceeds of Bonds issued under the Indenture) or otherwise endure financial liability in the performance of any of its duties or in the exercise of any of its rights under this Loan Agreement unless it first shall have been adequately indemnified to its satisfaction against the costs, expenses and liabilities which may be incurred by taking any such action.

(c) No provision, representation, covenant or agreement contained in this Loan Agreement or in the Indenture, the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability (except to the extent of any Loan repayments, revenues and receipts derived by the Issuer pursuant to this Loan Agreement and other moneys held pursuant to the Indenture, other than in the Rebate Fund). No provision hereof shall be construed to impose a charge against the general credit of the Issuer, the State, any City or any political subdivision of the State or the taxing powers of the State, any City or any political subdivision of the State, within the meaning of any constitutional provision or statutory limitation, or any personal or pecuniary liability upon any board member, director, officer, agent or employee of the Issuer.

(d) All covenants, obligations and agreements of the Issuer contained in this Loan Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future board member, director, officer, agent or employee of the Issuer in other than his official capacity, and no official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer contained in this Loan Agreement or in the Indenture. No provision, covenant or agreement contained in this Loan Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer contained in this Loan Agreement or in any Bond or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Issuer contained in any agreement, instrument, or certificate executed in connection with the Project or the issuance and sale of the Bonds, against any member of the governing board of the Issuer, its officers, counsel, financial advisor, or agents, as such, in his or her individual capacity, past, present, or future, or of any successor thereto, whether by virtue of any Constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall attach to, or be incurred by, any member of the governing board, officers, counsel, financial advisors, or agents, as such, in his or her individual capacity, past, present, or future, of the Issuer or of any successor thereto, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the Issuer and the Trustee or the Borrower to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such

director, officer, counsel, financial advisor, or agent, is, by the execution of the Bonds, this Loan Agreement, and the Indenture, and as a condition of, and as part of the consideration for, the execution of the Bonds, this Loan Agreement, and the Indenture, expressly waived and released.

Section 8.03. Amendment of Agreement. This Agreement may be amended only by written agreement of the parties hereto, and subject to the requirements for and limitations on such amendments set forth herein and in the Indenture; provided, however, modification or the waiver of any provisions of this Agreement, the Note or the Mortgage, or consent to any departure by the Borrower therefrom shall in no event be effective unless the same shall be in writing approved by the parties hereto.

Section 8.04. Payment. At such time as the principal of, premium, if any, and interest on all Bonds Outstanding under the Indenture shall have been paid in accordance with their terms, or shall be deemed to be paid in accordance with the Indenture, and all other sums payable by the Borrower under this Agreement shall have been paid, the Loan shall be deemed to be fully paid and the Borrower upon request are entitled to receive acknowledgment of such payment in full from Trustee.

Section 8.05. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 8.06. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the invalidity of such provisions or sections shall not affect any other provisions or sections hereof, and this Agreement shall be construed and enforced to the end that the transactions contemplated hereby be effected and the obligations contemplated hereby be enforced, as if such illegal or invalid clause, provision or section had not been contained herein.

Section 8.07. Term of Agreement. This Agreement shall be in full force and effect from the date hereof and shall continue in effect for the later of (a) so long as any Bonds are Outstanding, or (b) for a period of 91 days after the Borrower or the General Partner makes any payments under this Agreement during which no "filing" by or against the Borrower or the General Partner (as described in Section 7.01(j)) occurs, or (c) so long as Trustee holds any moneys under the Indenture other than upon or after a defeasance pursuant to Article XII of the Indenture; provided, however, this Agreement shall not terminate unless and until (i) all of the Borrower's obligations under the Loan Documents (including the Regulatory Agreement and the Tax Certificate) have been satisfied, and (ii) all of the Borrower's obligations with respect to the Issuer Fee and any arbitrage rebate obligation has been satisfied and the Borrower has so certified to the Issuer and the Trustee. Notwithstanding the foregoing, all representations and certifications by the Borrower set forth in Article II and all provisions relating to the payment of any amounts due hereunder to the Trustee, the Significant Bondholder, if any, and the Issuer (including amounts due under Section 4.13, Section 5.03 and Article VI) shall survive any termination, payment, or satisfaction of the indebtedness and the termination of this Agreement, and any

foreclosure or any other transfer of any kind of the Project and shall continue and survive *ad infinitum*.

Section 8.08. Notice of Changes in Fact. Promptly after the Borrower becomes aware of the same, the Borrower will notify the Issuer, the Trustee, the Significant Bondholder and each Owner requesting the same at the address supplied to the Trustee by such Owner or its authorized representative of (a) any change in any material fact or circumstance represented or warranted by the Borrower in this Agreement or in connection with the issuance of the Bonds, and (b) any Event of Default or event which, with the giving of notice or lapse of time or both, could become an Event of Default under this Agreement or the Indenture, specifying in each case the nature thereof and what action the Borrower has taken, is taking, and/or proposes to take with respect thereto.

Section 8.09. Notices. Any notices or other communication required or permitted hereunder shall be sufficiently given if delivered, by registered or certified mail, postage prepaid or overnight delivery service or dispatched by telegraphic or electronic means, to the Borrower, the Investor Member, the Issuer, the Significant Bondholder, the Trustee and the Owners at their respective Notice Address or at such other address or telephone numbers as shall be furnished in writing by any party to the other, and shall be deemed to have been given as of the date of the signed receipt.

Section 8.10. Debtor-Creditor Relationship. It is expressly understood and agreed that the relationship between the Issuer and the Borrower established by the transaction contemplated by this Agreement and by all of the other Loan Documents is exclusively that of creditor or lender, on the part of the Issuer, and debtor or borrower, on the part of the Borrower, and is in no way to be construed as a partnership or joint venture of any kind. It is further understood that all payments by the Borrower under the Loan Documents shall be exclusively on account of the said debtor/creditor relationship.

Section 8.11. Nonrecourse, Limited Recourse and Recourse Provisions of Loan.

(a) Notwithstanding anything to the contrary in this Agreement or in the Note or Mortgage, the personal liability of the Borrower and each person who holds a direct or indirect ownership interest in the Borrower, and the respective officers, directors, managers, trustees, agents, employees and affiliates of Borrower and such owners (collectively, "Borrower Related Persons") shall be strictly and absolutely limited to the property encumbered by the Mortgage and other Loan Documents, and the leases, rents, profits and issues thereof and any other collateral securing the Loan, except as provided in paragraph (b) herein below. No one may seek any judgment, whether for a deficiency or otherwise, against the Borrower or the Borrower Related Persons in any action to foreclose, to exercise a power of sale, to confirm any foreclosure or sale under power of sale, or to exercise any other rights or power under or by reason of the Mortgage or any other Loan Documents; provided, however, that nothing herein shall prohibit to the extent necessary judicial proceedings to foreclose the Mortgage or other Loan Documents or to the extent necessary a judgment or decree of specific performance of agreements and covenants hereunder (or the exercise of any remedy available under the Regulatory Agreement, other than a remedy for the payment of principal and interest on the Note, if any), other than Loan payment covenants. In the event any suit is brought on this

Agreement, or concerning the Loan or any amount secured by the Mortgage or other Loan Documents as part of judicial proceedings to foreclose the liens of the Mortgage and/or security interest, or to confirm any foreclosure or sale pursuant to power of sale thereunder, or to exercise any other rights or power under or by reason of the Mortgage or other Loan Documents, any judgment obtained in such suit shall constitute a lien on and will be and can be enforced only against, the property encumbered by the Mortgage and other Loan Documents, and the leases, rents, profits and issues thereof, and not against any other asset of the Borrower or the Borrower Related Persons, and the terms of such judgment shall expressly so provide.

(b) Notwithstanding paragraph (a) above, or anything to the contrary in this Agreement or any other Loan Documents, the Borrower (but not the Investor Member) and the General Partner shall be personally liable for, and the Issuer and the Trustee shall have the right to seek a judgment for money damages (including a deficiency judgment) to enforce, payment of:

(i) The Issuer Fee, if any, the Trustee Fee and reasonable extraordinary costs and expenses, including, but not limited to, the payment obligations of the Borrower under Sections 4.13 and 5.03 and legal fees and reasonable out-of-pocket costs and expenses of Bond Counsel, counsel to the Issuer and Counsel to the Trustee incurred in connection with the interpretation or enforcement of the Indenture, this Agreement or the other Loan Documents;

(ii) Indemnification under Article VI; provided, however, said indemnification provisions shall not be deemed to create any personal liability of the Borrower or the Borrower Related Person for the payment of principal, premium, if any, and interest on the Loan;

(iii) [Reserved];

(iv) Intentional misapplication of Project rents, profits and issues following any payment default in payment of principal or interest on the Loan (without regard to the expiration of any cure period, if any) to the extent misapplied;

(v) Liability for intentional waste, destruction or damage to the Project or any part thereof on the part of the Borrower, the Borrower Related Person or the Project Manager;

(vi) Tenant security deposits, to the extent not properly accounted for, or prepaid rent, to the extent misapplied;

(vii) Misapplication of any Condemnation Award or Insurance Proceeds;

(viii) Fraud or intentional misrepresentation;

(ix) Any obligation to pay a premium on the Bonds in the event of a redemption resulting from a Determination of Taxability due to actions or inactions of the Borrower as provided in the Indenture;

(x) Any damages suffered by the Issuer, the Trustee or the Significant Bondholder because of a transfer of the Project in whole or in part in contravention of the Loan Documents, or the occurrence of a Determination of Taxability because of the action or inaction of the Borrower or any party within its control; and

(xi) Any brokerage commissions or finders' fees claimed by any party in connection with the Bonds, the Loan or the Project.

All of the foregoing obligations shall bear interest at the Default Rate from the due date thereof (or, in the case of liability and indemnification for removal or cleanup of environmental hazards, from the date demand for payment thereof is made) until the date paid in full.

Section 8.12. Applicable Law. The laws of the State, without resort to conflicts of laws principles, shall govern the construction of this Agreement.

Section 8.13. Further Assurances and Corrective Instruments. The Issuer and the Borrower agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the performance of this Agreement.

Section 8.14. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22.

Section 8.15. USA Patriot Act. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person or entity that opens an account, including any deposit account, treasury management account, loan, other extension of credit or other financial services product. When the Borrower opens an account, if the Borrower is an individual, the Trustee may ask for the Borrower's name, taxpayer identification number, residential address, date of birth and other information that will allow the Trustee to identify the Borrower, and if the Borrower is not an individual, the Trustee will ask for the Borrower's name, taxpayer identification number, business address, and other information that will allow the Trustee to identify the Borrower. The Trustee may also ask, if the Borrower is an individual, to see the Borrower's driver's license or other identifying documents, and if the Borrower is not an individual, to see the Borrower's legal organizational documents or other identifying documents.

Section 8.16. No Trial by Jury. The Parties hereto hereby agree not to elect a trial by jury of any issue triable of right by jury, and waive any right to trial by jury fully to the extent that any such right shall now or hereafter exist with regard to the Loan Documents, or any claim, counterclaim or other action arising in connection therewith. This waiver of right to trial by jury is given knowingly and voluntarily by the Parties hereto, and is intended to encompass individually each instance and each issue as to which the right to a trial by jury would otherwise

accrue. The Trustee or Significant Bondholder is hereby authorized to file a copy of this paragraph in any proceeding as conclusive evidence of this waiver by the Parties hereto.

[Execution page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be duly executed as of the day and year first written above.

BERKELEY COUNTY, WEST VIRGINIA,
HARDY COUNTY, WEST VIRGINIA AND
JEFFERSON COUNTY, WEST VIRGINIA,
as Joint Issuers

By: _____
President of the Berkeley County Commission

ATTEST:

By: _____
Clerk of the Berkeley County Commission

WV PRESERVATION ASSOCIATES, LLC,

a Delaware limited liability company,

By: EP PORTFOLIO ASSOCIATES, LLC, a
Delaware limited liability company, its Managing
Member

By: _____

Name: _____

Its: Authorized Manager

[Signature page for Loan Agreement]

EXHIBIT A-1
FORM OF PROMISSORY NOTE

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Angie Banks, Assessor

Department or Organization: Assessor's Office

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): **The county commissioners need to sign the Certificates for the Real Estate and Personal Property books**

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 authorize the county commissioners affix their signatures to the Certificates for the Real Estate and Personal Property books

Are documents attachments? Yes No
If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Laura Storm

Department or Entity: Circuit Clerk

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice June 6, 2013

Date Requested – 2nd Choice: _____

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

Subject:

Approval of Gift Bags for the Association of Counties Board Meeting to be held in Jefferson County on June 9- 11, 2013.

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

It is customary that the hosting county of the annual board meeting of the Association of Counties provide some type of a gift bag/memento regarding something relating to their county. Black Dog gift bags have been offered as this token from Jefferson County at a cost of \$7.00 each.

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

Approve funds up to & \$500 to provide 70 Black Dog gift bags to the attendees of the annual West Virginia Association of Counties board meeting to be held in Jefferson County on June 9th through the 11th, 2013.

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Pete Dougherty

Department or Organization: JCSO

Estimation of amount of time needed for appointment: 5 min

Date Requested – 1st Choice: 6/6/2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda):

Approval of Bailiff/Trip Guards

Please provide the County Commission with a description of your request or presentation, including any background information: Permission to add to Trip Guard pool and Bailiff pool both would remain within approved budget.

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

I move to approve the hires of William Potter to the position of Bailiff and Trip Guard and William Carper to the position of Trip Guard.

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY

Personnel Requisition

Department Name XSO Date 5/29/13 Date Needed ASAP

Job Title Bulldoz/Trip Guard Salary 12.50 Criminal History Check Yes No

Suggested Recruitment Source(s) _____

Applicants Interviewed By _____ Position Reports To Brunswick

Minimum Education Required _____

Minimum Experience Required _____

Job Duties _____

Budget Information

Addition Replacement Explain or For Whom to be added to call pool

Position Budgeted Yes No Proposed Salary _____ Date of Hire _____

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

Safety/Security _____ Hours Per Week _____

Approvals

Elected Official Approval Peter H. Dougherty Date _____

Department Head Approval _____ Date _____

County Commission Approval _____ Date _____

Comments _____

JEFFERSON COUNTY

Personnel Requisition

Department Name JCSO Date 5/21/13 Date Needed ASAP

Job Title Trip Guard Salary 12.30 Criminal History Check Yes No

Suggested Recruitment Source(s) _____

Applicants Interviewed By _____ Position Reports To Sheriff

Minimum Education Required _____

Minimum Experience Required _____

Job Duties _____

Budget Information

Addition Replacement Explain or For Whom Add to Pool list

Position Budgeted Yes No Proposed Salary _____ Date of Hire _____

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

Safety/Security _____ Hours Per Week _____

Approvals

Elected Official Approval Peter H. Dunphy Date _____

Department Head Approval _____ Date _____

County Commission Approval _____ Date _____

Comments _____

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Peter Dougherty

Department or Organization: JCSO

Estimation of amount of time needed for appointment: 5min

Date Requested – 1st Choice: 6/6/2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda):

Approval of Special Deputies

Please provide the County Commission with a description of your request or presentation, including any background information: All Municipal Law Enforcement Officers could be called on at any time to assist the Sheriff's Office outside of their typical jurisdiction. To do so they must be sworn in as Special Deputies. I am requesting your approval to swear them in.

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

I move to approve the list of Special Deputies as presented.

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

Municipal Law Enforcement Officers to be sworn in as Special Deputies:

Benjamin Anderson
Michael Armentrout
James Bird
John Brown
Donald Buracker
Jeremy Burkholder
Richard Cook
James Cummings
Mathew Custer
Jonathan DeSarno
James Dunn
Matthew Harper
William Henderson
Glenna Hosby-Brown
Robert James
Justin Jenkins
Dave Kelvington
Ronald Kerns
Michael King
Justin Kleiver
James Knott
Christopher Kutcher
Adam Letts
Todd Lutman
Charles Lynch
Anthony Mancine
George Manning
Lori Maraugh
John McAvoy
Travis McBride
Alissa Meeks
Jason Newlin
Patrick Norris
Jonathan Quinam
David Ransom
Mary Reagan
Robbie Roberts
William Roper
Matthew Schul
Robert Seeders
Keith Sigulinsky
Patricia Smith
Warren Spessert
Glenn Stevens
Crystal Tharp
Adam Watson
Anthony Winkle

Kendal Hudson – currently at Academy but would like to swear in after probationary period

AGENDA REQUEST FORM

Name: ~~Jennifer Maghan~~ Ann Fern

Department or Entity: _____

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: June 6th - 2013

Date Requested – 2nd Choice: _____

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

Subject: Event occurs June 21st through June 22nd.

Please provide the County Commission with a description of your request or presentation, including any background information: To have the Jefferson County Courthouse open for visitors on June 22nd.

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

Are documents attached?
If not, please explain:

Is a projector needed?

Contact information:

Email Address:

Phone number:

304.724.6741

"COME FOR THE HISTORY; STAY FOR THE HAUNTINGS"

A CELEBRATION OF THE 150TH BIRTHDAY OF WEST VIRGINIA

CONTACT PERSON:

ANN KHIEL FERN OF CHARLES TOWN GHOST TOURS

304-724-6741

Afernriver@aol.com

DATE OF EVENT – FRIDAY, JUNE 21ST THROUGH SATURDAY JUNE 22ND

LOCATION – FRIDAY, JUNE 21ST – CELEBRATE HARPERS FERRY, WV

SATURDAY, JUNE 22 – CELEBRATE CHARLES TOWN, WV

THE MISSION OF THIS EVENT IS TO UNITE CHARLES TOWN AND HARPERS FERRY IN A CELEBRATION OF OUR UNIQUE AND DIVERSE HISTORY. WE WILL BE OFFERING TOURS THAT WILL APPEAL TO A VARIETY OF TOURISTS AND LOCALS. WE ARE ALSO INVITING ALL MERCHANTS TO BE INVOLVED BY PROMOTING THE EVENT BY DECORATING THEIR BUSINESSES IN BLUE AND GOLD, WEARING OUR STATE COLORS, AND OFFERING SPECIAL INCENTIVES TO VISIT THEIR ESTABLISHMENTS. WE WILL BE RUNNING PRESS RELEASES, RADIO INTERVIEWS, ANNOUNCEMENTS ON ALL COUNTY AND CITY WEBSITES AND FACEBOOK PAGES, AND ADVERTISEMENTS TO FURTHER BRING IN BUSINESS TO OUR BEAUTIFUL COMMUNITY. ROUTE 340 IS MORE THAN JUST A GAMBLING DESTINATION. IT IS AN ENTRANCE TO TWO OF THE MOST BEAUTIFUL AND HISTORIC TOWNS IN WEST VIRGINIA. THIS IS AN OPPORTUNITY TO SHOWCASE OUR HERITAGE AND OUR BUSINESSES.

BELOW IS A LIST OF SCHEDULED AND CONFIRMED TOURS. SOME OF THE TIMES AND PRICES AND STARTING LOCATIONS ARE STILL BEING FINALIZED AND A COMPLETE LIST WITH TIMES AND PRICES WILL BE SUBMITTED TO THE CITIES, COUNTY AND ALL MERCHANTS WITHIN THE NEXT WEEK. ALTHOUGH THE HARPERS FERRY NATIONAL PARK IS NOT A PART OF THIS EVENT, I HAVE CORRESPONDED WITH THEM AND THEY ARE VERY EXCITED ABOUT THE EVENT AND HAVE E-MAILED ME A LIST OF THEIR EVENTS WHICH I HAVE INCLUDED SEPARATELY.

FRIDAY, JUNE 21ST:

11:00 – A HISTORICAL TOUR OF HARPERS FERRY LED BY RICK GARLAND

4:00 - HISTORICAL SONGS AND STORIES CONCERT SHOW BY RICK GARLAND

8:00 - GHOST TOUR OF HARPERS FERRY BY RICK GARLAND

SATURDAY, JUNE 22ND:

HISTORY AND ARCHITECTURAL TOUR BY MARK REINHART

BLACK HISTORY TOUR BY JIM TAYLOR

CHARLES TOWN HISTORY TOUR BY JIM SURKAMP

3:00 - CIVIL WAR HISTORY TOUR OF EDGEHILL CEMETERY BY KEVIN BREEDEN, (THIS TIME MAY NEED TO BE CHANGED IF THERE IS A BURIAL THAT DAY. EDGEHILL CEMETERY WILL KEEP ME UPDATED.)

8:00 - CHARLES TOWN GHOST TOURS

THE JEFFERSON COUNTY MUSEUM WILL BE OPEN FROM 11:00 UNTIL 4:00.

WE ARE IN THE PROCESS OF WORKING WITH THE COUNTY TO HAVE THE JEFFERSON COUNTY COURTHOUSE OPEN FOR TOURS THAT DAY ALSO.

VISITORS MAY ATTEND ONE OR ALL OF THE TOURS. PAYMENT IS SEPARATE FOR EACH TOUR. IN THE UPDATED SCHEDULE OF EVENTS, I WILL INCLUDE A CONTACT NUMBER FOR PARTICIPANTS TO USE FOR MORE INFORMATION OR TO RESERVE SPACE ON EACH INDIVIDUAL TOUR.

AS I MENTIONED BEFORE, THE HARPERS FERRY NATIONAL PARK IS *NOT* ASSOCIATED WITH THIS EVENT AND WILL NOT BE PRINTED IN THE ADVERTISEMENTS, BUT ARE SUPPORTING IT, AND I HAVE INCLUDED THEIR EVENTS FOR THE WEEKEND AS AN ADDED INCENTIVE TO VISIT OUR AREA. IT IS MY FIRM BELIEF THAT WE NEED TO WORK AS A COUNTY TO BRING IN TOURISM TO ALL OF OUR TOWNS AND CITIES. BELOW ARE LISTED THEIR EVENTS:

SATURDAY, JUNE 22ND:

11:00 – 11:30 ELECTING TO LEAVE: STEPS TO STATEHOOD

11:00 – 4:00 VOTING FOR STATEHOOD

12:00 – 12:30 THE BIRTH OF A STATE

1:00 – 2:30 PLAY BALL!

3:00 – 3:45 THE GUNS OF HARPERS FERRY

4:00 ELECTION RESULTS

SUNDAY, JUNE 23RD:

10:00 – 12:00 MARYLAND HEIGHTS AND THE FIRST ALERT

11:00 – 11:30 ELECTING TO LEAVE: STEPS TO STATEHOOD

11:00 – 4:00 VOTING FOR STATEHOOD

11:30 – 12:00 FIRST ALERT

1:00 – 2:30 AUTHOR TALK AND BOOK SIGNING

3:00 – 3:45 THE GUNS OF HARPERS FERRY

3:30 – 4:00 FIRST ALERT

4:00 ELECTION RESULTS

VISITORS WANTING MORE INFORMATION ON PARK EVENTS THAT WEEKEND, SHOULD CALL 304-535-6029 OR VISIT THE PARK'S WEBSITE.

AS A VOLUNTEER PLANNING AND ORGANIZING THIS EVENT, I ASK ONLY FOR THE COUNTY ,CITIES AND MERCHANTS TO SUPPORT AND PROMOTE IT. TOGETHER WE CAN MAKE A DIFFERENCE!

SINCERELY,

ANN KHIEL FERN

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: James McNeel, Managing Director

Department or Organization: Contemporary American Theater Festival

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: June 6

Date Requested – 2nd Choice: June 13

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

Subject (Wording to be placed on agenda): CATF Update

Please provide the County Commission with a description of your request or presentation, including any background information: To update the Commission on the 2013 season & request support

for the annual conference of the American Theatre Critics Association taking place July 17-21 in Shepherdstown.

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

Are documents attachments? Yes No

If not, explain: Will bring.

Is a projector needed? Yes No

Contact information:

Email address: jmneel@shepherd.edu

Phone number: 304-876-5240

RECEIVED

MAY 20 2013

Jefferson County Commission

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Lynn Fielder

Department or Organization: probate

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

Date Requested – 1st Choice: June 16th

Date Requested – 2nd Choice: _____

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

ADA

Subject (Wording to be placed on agenda):

Resignation of the Executor of the Estate of James Byrom

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

The Executor wishes to voluntarily resign, and the successor executor wants to qualify in his place. There are no objections.

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

We see no reason why the resignation should not be approved.

Are documents attachments? Yes No

If not, explain:

Documents to follow before the meeting on the 16th.

Is a projector needed? Yes No

Contact information:

Email address: lfielder@jeffersoncountywv.org

Phone number: x.3210

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Jeffrey A. Polczynski, ENP – Director of Communications

Department or Entity: Emergency Communications

Estimation of amount of time needed for appointment: 10 Minutes

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

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

Subject: **Washington County – Jefferson County System Key License Agreement**

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

Washington County Emergency Services and the public safety agencies of Jefferson County provide mutual aid to one another on a daily basis whether law enforcement or fire response resources. Both Counties have a comprehensive radio system in place and both systems are compatible with one another.

In October 2012 a software system key license agreement was brought for signature to the County Commission. This agreement authorized Jefferson County a system key in order to enable programming of Jefferson County radio assets with the Washington County radio system.

After signature of the original agreement, staff recognized issues in the agreement and through the work of Counsel, modifications to the agreement were completed. Loudoun, Berkeley and Morgan Counties have since completed this similar agreement. The current software system key license agreement has been vetted by Counsel in Jefferson and Washington Counties, signed by the President of the Board of Commissioners of Washington County, and now awaits the signature of the President of the Jefferson County Commission.

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

Motion to recommend authorizing the President of the Commission to sign the System Key License Agreement (Software) in duplicate between Washington County, MD and Jefferson County, WV.

Attachments:

Two duplicate copies of the System Key License Agreement

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

**JEFFERSON COUNTY COMMISSION
AGENDA REQUEST FORM**

Name: Jeffrey A. Polczynski, ENP – Director of Communications

Department or Entity: Emergency Communications

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

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

Subject: **Public Safety Integrated Systems Consulting Proposal**

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

Background

Jefferson County Emergency Communications, in conjunction with the Jefferson County Sheriff's Office; and overseeing the project for the municipal police departments and County fire and EMS agencies; is in the process of implementing a major project to automate the dispatch, records management, and mobile computing processes for the public safety agencies serving Jefferson County. Dispatch, municipal agencies, fire agencies and EMS agencies are all impacted. This project is expected to eventually deploy over 180 computing devices in the field response vehicles - critical zero second public safety response - requiring an extremely high reliability rate.

The project has many intricate and complicated components that are all required to work together to form a single cohesive system in order to be successful to the County's public safety. Major steps have already been taken in the project but due to the large size of the project, staff requires further assistance to ensure that the project is completed. It is obvious that greater staffing resources are needed and management concurs with the analysis.

The current status is as follows:

- Extensive RFP completed in Q3 of 2012. Director of Communications wrote the RFP mostly from scratch.
- RFP issued to vendors with bids due in Q4 2012.
- County received five (5) bids all from qualified bidders.
- CAD committee comprised of nine (9) members throughout public safety and County Government currently evaluating bids.

Accurate Systems, Inc. is currently contracted to assist the County with the VoIP telephone project and the principle has done an excellent job in leading the charge of the VoIP committee thus far. Thomas Reilly has proven to become an excellent resource and staff recommends the County bring aboard Accurate Systems staff to assist the ECC, Sheriff's Office, municipalities, and fire/EMS agencies with completion of these critical automation systems.

Accurate Systems Proposal

1. Development of full needs assessment – This is for the benefit of the County Commissioners bringing additional information regarding the “why” of the project that includes the explanation of the initiative, financial analysis, expectations, cost management and status reporting.
2. Review of the current status of the project from fully understanding the objectives of the project, analysis of RFP, scoring methodology, and analysis of process thus far.
3. Complete analysis of the five bids.
4. Complete analysis of the pricing of the bids that includes economic review of best product/economic viability and cost identification related to municipalities and County.
5. Data infrastructure design and development.
6. Redundancy planning.
7. Network readiness and workflow.
8. System Implementation that includes overseeing proof of concept testing, installation, integration through deployment.
9. Assist with coordination of training across the entire public safety spectrum.

The Director of Communications has been working on this project for several years and unfortunately, due to staff size and other issues that take precedence to ensure that the public safety needs are met on a daily basis, the project had been frequently set aside.

Consulting Services Fee Summary

Accurate Systems, Inc. is proposing a consulting fee estimate for the total project of \$14,490 with an hourly rate structure for consulting greater than 205 hours.

Undoubtly, staff assistance is required and a project of this magnitude requires a team of expertise to ensure successful implementation. As they did in the VoIP project, staff feels that Accurate Systems, Inc. will keep the committee focused and lead the County staff in completing the CAD/RMS/Mobile Data Systems Integration project.

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

Motion to approve staff to retain Accurate Systems, Inc. based upon the proposal submitted to lead the County's Public Safety Integrated Systems Project and to encumber and forward funds from the FY2013 ECC budget lines into the appropriate budget lines in the FY2014 ECC (dept 712) budget.

Attachments:

Accurate Systems CAD Consulting Proposal (4 pages)



accurate systems



207 South Princess St / Po Box 774
Shepherdstown, West Virginia 25443
(304) 876-1200
(304) 261-1438 Cell
treilly@accurate-systems.com

ACCURATE SYSTEMS, INC.

Friday, May 17, 2013

Jefferson County
Jeffrey Polczynski
28 Industrial Blvd.
Kearneysville, WV 25430

Dear Mr. Polczynski;

Thank you, for giving our staff the opportunity to provide consulting services to your organization. Accurate Systems will make available consulting services to Jefferson County, West Virginia. Our firm will assist in creating architecture to acquire a vendor / equipment provider of Integrated Public Safety Information Systems. Below outlines various steps required to build an implementation plan for the county system.

Initial Consultation

Accurate Systems will meet with county management developing a needs assessment, and discuss benefits of CAD, RMS, and MDS technologies. Our goal is to serve as your consulting technology partner with a focus on providing skillful solutions.

Discussion Topics

- County's Integrated Public Safety Information Systems initiative
- Areas that will improve workforce productivity
- Project Financial analysis
- Project Management and Status Reporting
- Cost Management and Control
- Managed Expansion and Growth
- System expectations
- Redundancy system implementation
- Vendor warranty, maintenance, and SLA agreements



Integrated Public Safety Information Systems Research

Accurate Systems will review existing RFP and meet with departments regarding system requirements and assessment. Perform research of locally implemented systems.

Action Items

- Detailed review of existing RFP
- Review existing systems
- Product and feature assessment
- Site visitations

Project Economic Review

Accurate Systems will analyze each RFP respondent for best product and economic viability as it relates to Jefferson County's financial resources.

Action Items

- Detailed review of expenses as it relates to each department and agency. Considering municipalities and other related organizations. Identify cost as related to each entity.
- Develop a best economical FIT process to assist the county in building a good technical foundation for project. Create great value in technical acquisitions.

Data Infrastructure Design and Development

Meet with County management team to discuss implementation design scenarios. Analyze existing infrastructure as related to new system requirements.

Action Items

- Meeting with CAD Team
- Site assessment and inventory of data infrastructure
- Review system infrastructure
- Redundancy planning and development
- Assess network readiness for workflow
- Leverage recommendations to re-dimension network resources

Assist in reviewing Request for Proposal modules

Accurate Systems will assist in reviewing RFP components so that the County will be able to make the best FIT for services and software acquisition.

Action Items

- System Assessment, Planning & Design
- Technology Specifications & Recommendations
- Help create vendor review procedures
- Assist in bid selection and review
- Time table selection and execution

System Implementation

Assist in developing a system implementation plan that will allow departments to move to the new system.

Action Items

- Proof-of-Concept Testing
- Develop acceptable time line of implementation
- Coordinate efforts with selected vendor
- Work with selected vendor, testing and augmentation of systems
- Installation, Integration & Deployment
- Review physical migration of IT systems

Integrated Public Safety Information System Training

Coordinate training provide by selected vendor and organize county employee training.

Action Items

- Coordinate training for system administrators
- Coordinate training for end users
- Coordinate field responders

Fee Schedule for Consulting Services

Accurate Systems, Inc. will provide Client with consulting services to assist in selecting VoIP providers that will best serve the county and its needs. Accurate Systems, Inc. will provide Client with 195 hours of consulting services. Should Client receive services that exceed the stated time allotment, Accurate Systems, Inc. will provide an accounting at the end of each 20 hour increment with an invoice for the outstanding balance, if any, calculated at the current hourly rate. As part of this Agreement Accurate Systems, Inc. will provide a technical account manager whose responsibility will be to work with Client management to determine an appropriate technology strategy for Clients and to meet with Clients management on service level acceptability, current issues and to plan proactive work on an agreed upon periodic basis. Accurate Systems, Inc. will keep an accounting of service and provide Client with a periodic report.

~ Initial Consultation	10 Hours*
~ IPSI Research	25 Hours*
~ Project Economic Review	5 Hours*
~ Data Infrastructure Design and Development	30 Hours*
~ Assist in reviewing Request for Proposal	20 Hours*
~ System Implementation	95 Hours*
~ System Training	20 Hours*

* Estimate only may use blocked hour for any category necessary.

Proposal Summary

Consulting cost will be \$14,490.00 plus tax if applicable. Accurate Systems proposal has discounted the hourly rate and is reflected in this proposal. Two Hundred five hours @ \$70.00 per hour for consulting. Additional hours are billed at \$77.00 per hour. The labor includes travel within Jefferson County. Approved miscellaneous expenses to be reimbursed monthly.

Total estimate is \$14,490.00, for the project outlined. Actual cost may vary. Deposit of \$3,500.00 would begin the project. Installments are to be paid when 20 hours of services are rendered or monthly. Balance due upon completion. With your approval we can begin this project immediately. Thank you for your consideration, and an opportunity to provide service to your organization

If you need more information, or would like a to discuss this proposal please call 304.876.1200 x101

Sincerely,

Thomas R. Reilly

Thomas Reilly
President & CEO

TOTAL DUE:

Jefferson County

Approved / Authorized Representative

Date

Please fax to (866) 810-5243

Terms

Beginning on the Effective Date of this agreement, Client will be billed according to the above-stated payment schedule, in advance for applicable fees. Any amount due to Accurate Systems, Inc. under this Agreement shall be payable in full upon receipt of an invoice therefore, without withholding, deduction or offset of any amounts for any purpose. Any amount not paid within 10 days of the date of each invoice shall be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Client in good faith within 15 days of the receipt of an invoice therefore will be deemed approved and accepted by Client.

It is understood that Accurate Systems, Inc. will not be held responsible for data loss or damage to computers, networks and systems.

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

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

Subject: Bond reduction and/or release.

Please provide the County Commission with a description of your request or presentation, including any background information: Complete release of the Construction Bond security for Longfield Farm/Patricia Sanderson for the Longfield Farm Subdivision, Lots 1-28 and Residue Tract 1, 3 and 4 (File #05-10) – Letter of Credit #1111268180 with Regal Bank & Trust, Owings Mill, Maryland.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize a complete release of the remaining \$752,527.00 from the construction bond for Longfield Farm/Patricia Sanderson – Longfield Farm Subdivision, Lots 1-28 and Residue Tract 1, 3 and 4 (File #05-10) contingent upon approval and recordation of the merger deed by Jennifer M Brockman, Director of Planning & Zoning.

Attachments: Construction Bond Release Letter
Letter from Kristen Stolipher dated 5/30/2013
Map



JEFFERSON COUNTY COMMISSION

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

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

Web: www.jeffersoncountywv.org

PRESIDENT
Dale Manuel

VICE PRESIDENT
Walt Pellish

COMMISSIONER
Jane Tabb

COMMISSIONER
Patsy Noland

COMMISSIONER
Lyn Widmyer

June 6, 2013

Mr. Thomas M. Esposito
Senior Vice President
Regal Bank & Trust
11436 Cronhill Drive, Unit 1
Owings Mill, Maryland 21117

RE: Irrevocable Letter of Credit #1111268180 dated October 22, 2007 Construction Bond Surety for Longfield Farm/Patricia Sanderson – Longfield Farm Subdivision, Lots 1-28 and Residue Tract 1, 3 and 4 (PCFile #05-10).

Dear Mr. Esposito:

The County Commission of Jefferson County, at its June 6, 2013 meeting, approved release of the construction bond for the Longfield Farm Subdivision (PC File #05-10; Plat Book 24, Pg. 77) conditioned upon approval and recordation of the merger deed by Jennifer M. Brockman, Director of Planning & Zoning. The merger deed is for the purpose of eliminating all interior boundary lines therein and restoring the property to a single lot containing 256.12 acres of land.

The County Commission of Jefferson County authorizes a complete release of the remaining \$752,527.00 construction bond amount for Longfield Farm/Patricia Sanderson – Longfield Farm Subdivision, Lots 1-28 and Residue Tract 1, 3 and 4 (PCFile #05-10).

You are hereby authorized to fully release the remaining amount for the above referenced Irrevocable Letter of Credit, originally issued in amount of \$1,013,606.03. The release is subject to the conditions herein stated.

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

Sincerely,

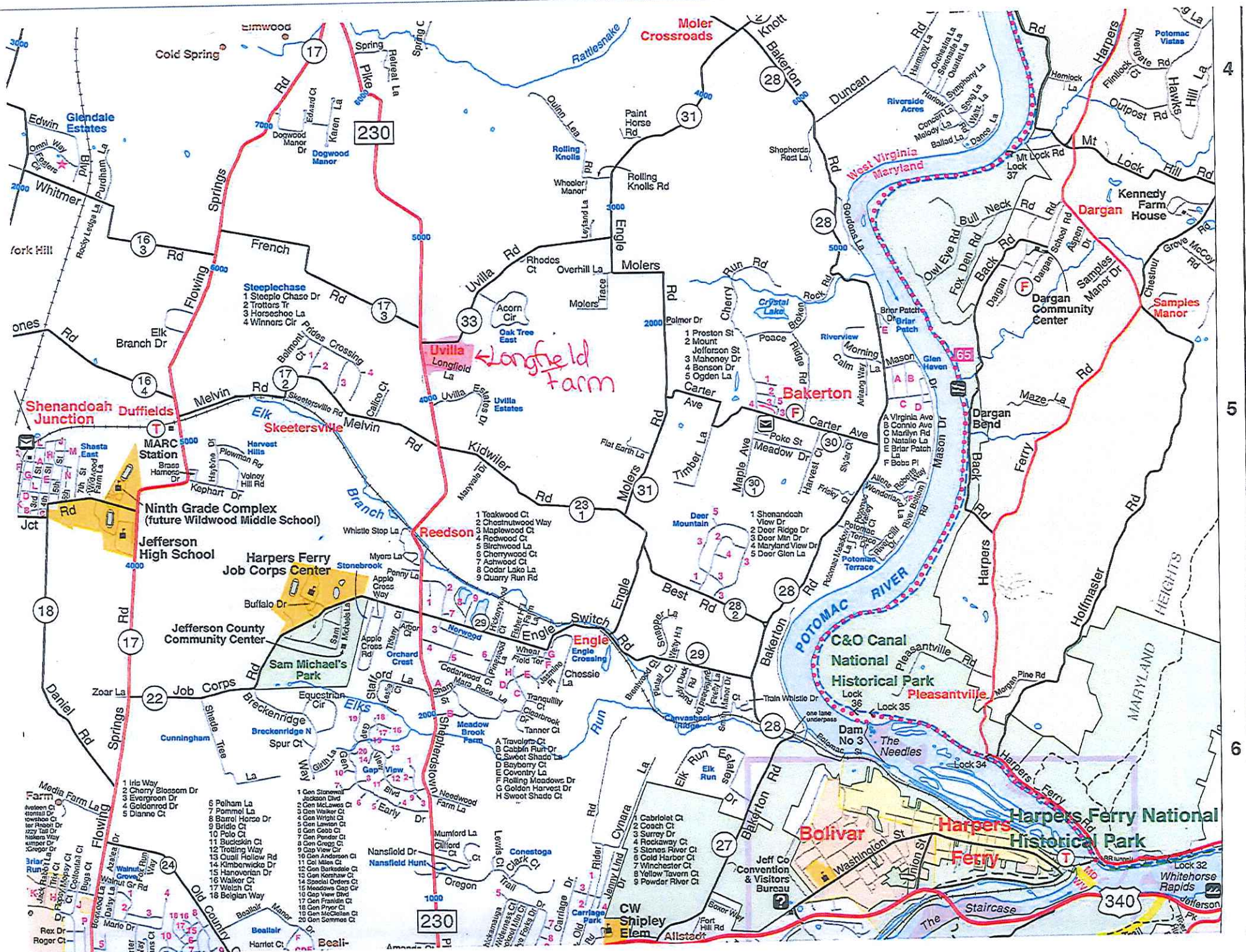
Dale Manuel, President
Jefferson County Commission

DM:rfb

cc: Mr. James B. Crawford
Crawford & Keller
120 North George Street
Charles Town, WV 25414
Department of Engineering

County Administrator
Debbie Keyser

Deputy County Administrator
Sandy Slusher McDonald



Uvilla Longfield La
← Longfield Farm

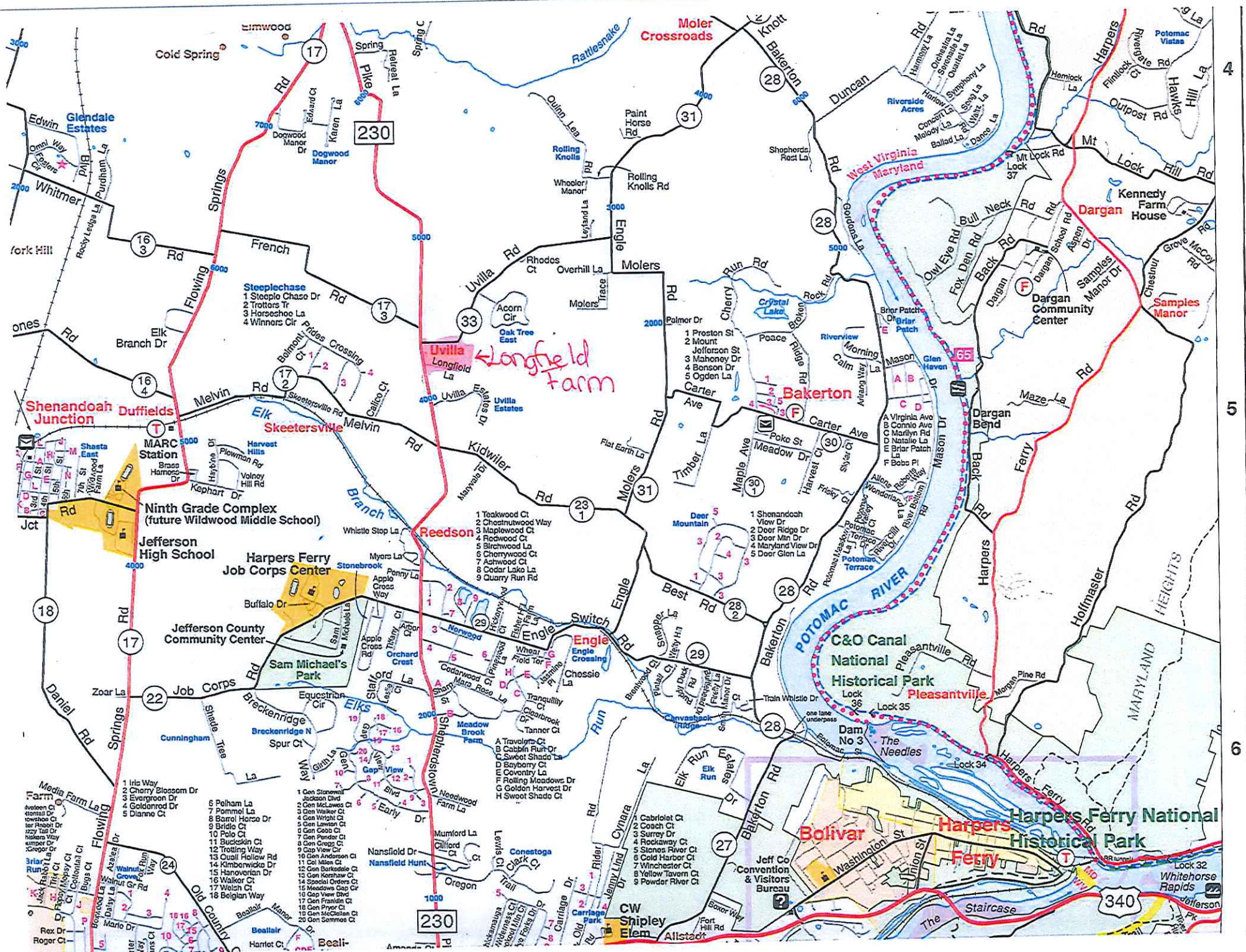
Reedson

Bakerton

Bolivar

Harpers Ferry

Harpers Ferry National Historical Park



Uvilla Longfield La
← Longfield Farm

Reedson

Bakerton

Bolivar

Harpers Ferry

Harpers Ferry National Historical Park



William H. Gordon Associates, Inc.
301 North Mildred Street, Suite 1
Charles Town, WV 25414
304-725-8456 Phone
304-728-0117 Fax

May 30, 2013

Ms. Rebecca Burns
Jefferson County Engineering
116 East Washington Street
Charles Town, WV 25414

Re: Longfield Farm Merger

Dear Ms. Burns:

Please accept this as our formal request for a full bond release from the Longfield Farm Subdivision Bond currently being held by Jefferson County. As we discussed several months ago, we wished to pursue a merger of the recorded subdivision to back to two lots, one of which is a larger single parcel and the other a small residential lot that was sold within the subdivision. During our meeting we discussed several options to achieve our goals. After much discussion with County staff, we have since opted to prepare a merger deed for the property. This was prepared by Mr. Jim Crawford and has been submitted and reviewed by County staff. Comments on the merger deed were recently issued and we have since re-submitted the deed and are prepared to record the deed as soon as we receive our approval.

Based on the above summary of where we are in the process of approval, we would hereby request that the Jefferson County Engineering Department support our request for release of the bond and request a County Commission appointment to finalize this on June 6, 2013.

Should you have any questions or need additional information, please do not hesitate to contact me.

Regards,

Kristen M. Stolipher
Project Director

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

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

Subject: Bond reduction and/or release.

Please provide the County Commission with a description of your request or presentation, including any background information: Complete release of the Construction Bond security for Summit Point Automotive Research Center LLC – Summit Point Tactical Training Center, Phase II (File #S11-11) – Letter of Credit #313 with The Bank of Charles Town, Charles Town, West Virginia.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize a complete release of the remaining \$167,580.00 from the construction bond for Summit Point Automotive Research Center LLC – Summit Point Tactical Training Center, Phase II (File #S11-11).

Attachments: Bond Release Letter
Bond Release Request Report
Site Map



JEFFERSON COUNTY COMMISSION

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

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

Web: www.jeffersoncountywv.org

PRESIDENT

Dale Manuel

June 6, 2013

VICE PRESIDENT

Wall Pellish

Mr. Arch Moore

COMMISSIONER

Jane Tabb

Executive Vice President

Bank of Charles Town

COMMISSIONER

Patsy Noland

P. O. Box 906

Charles Town, West Virginia 25414

COMMISSIONER

Lyn Widmyer

RE: Irrevocable Letter of Credit #313 dated July 8, 2011 Construction
Bond Surety for Summit Point Automotive Research Center, LLC -
Summit Point Tactical Training Center, Phase II (PC File #S11-11).

Dear Mr. Moore:

The Jefferson County Commission authorizes a complete release of the remaining \$167,580.00 from the construction bond for Summit Point Automotive Research Center, LLC – Summit Point Tactical Training Center, Phase II (PC File #S11-11). This project is located on the south side of Summit Point Road (Route 13) at the end of Training Campus Drive. The work appears to be 100% complete.

In summary, you are hereby authorized to fully release the remaining amount for the above referenced Letter of Credit #313, originally issued in the amount of \$699,931.00. Please contact the Jefferson County Department of Engineering at (304)-728-3257 if you have any questions.

Sincerely,

Dale Manuel, President
Jefferson County Commission

DM:rfb

cc: Ms. Barbara L. Scott
Summit Point Automotive Research Center, LLC
P. O. Box 190
Summit Point, West Virginia 25446
Department of Engineering

County Administrator
Debbie Keyser

Deputy County Administrator
Sandy Slusher McDonald

Email: engineering@jeffersoncountywv.org

BOND REDUCTION or RELEASE REQUEST - REPORT

Date Received: 04 / 03 / 2013 J.C.P.C. File No. 311 - 11
 (HELD UNTIL STABILIZATION COMPLETE)
 Consultant/Engineer/Firm Name: WILLIAM H. GORDON ASSOC. INC.
 Mailing Address: 301 NORTH MILDRED STREET SUITE 1
 City: CHARLES TOWN State: WV Zip: 25414
 Contact Person: JASON GERHART Phone: 304+725-8456
 Project/Subdivision Name: SUMMIT POINT TACTICAL TRAINING CENTER
 Section/Phase: _____ Lots: _____

Review Comments:

The bond release reduction is Approved as Submitted. _____ The bond release/reduction request is Denied.

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

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

_____ Bonding Policy & Unit Cost Figures attached for your use.

Comments: EROSION ISSUES RESOLVED & SITE STABILIZATION COMPLETE
RECOMMEND RELEASE OF BOND

Approved for:
 BOND RELEASE
 By: [Signature] 05/29/13
 County Engineer Date

Original Bond Amt. \$ 608,635 + 15% Cont. \$ 91,295 = Total Original Bond Amt. \$ 699,931

Total Current Bond Amount \$ 167,580.00

Cost of Work Remaining \$ 0.00 + Contingency Amount \$ _____ .00

= Approved for Revised Bond Amount \$ _____ .00

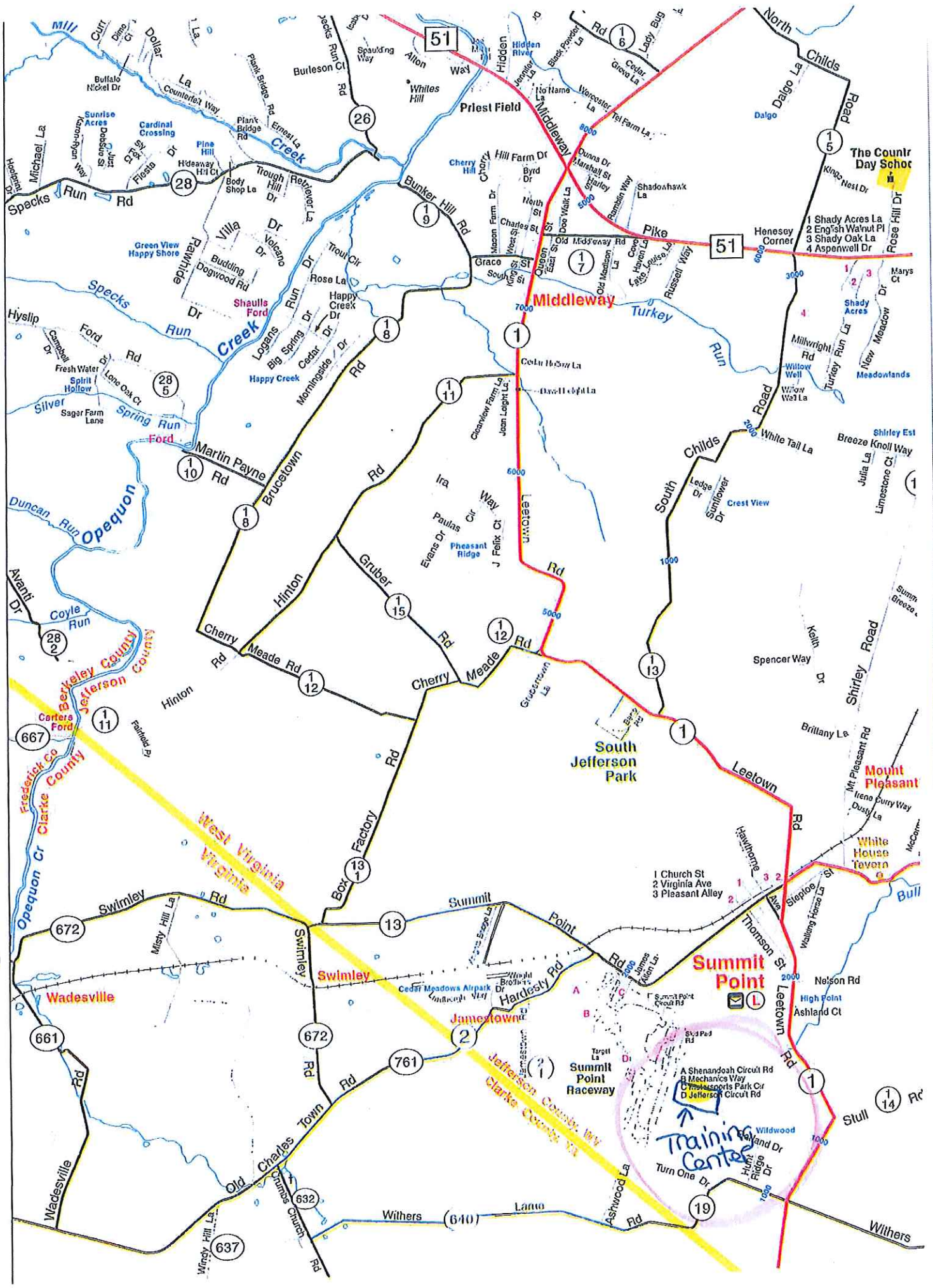
Reviewed By: Joseph W. Kent Title: L.D.I.

Signature: [Signature] Date: 05 / 29 / 2013

7

8

9



Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Roger Goodwin

Department or Entity: Department of Engineering

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

If a specific date is needed, please provide reason for specific date: Since the County Commission has a new meeting schedule we would like to get authorization from the Commission to call any Letter of Credits that have not been renewed by the July 15, 2013 deadline. This will give staff the time needed to prepare the necessary paperwork to call any Letter of Credits that have not been renewed.

Subject: Letter of Credits securing construction bonds.

Please provide the County Commission with a description of your request or presentation, including any background information: Ask the Commission to allow Staff to call on any Letter of Credits that have not been renewed by Monday, July 8, 2013.

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): I authorize Staff to call any Letter of Credits that are due that have not been renewed by the close of business on Monday, July 8, 2013.

Attachments:

AGENDA REQUEST FORM

www.jeffersoncountyny.org



Name: Patsy Roland

Department or Organization: County Commission

Estimation of amount of time needed for appointment: 15 minutes

Date Requested - 1st Choice: _____

Date Requested - 2nd Choice: _____

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

Subject (Wording to be placed on agenda): starting salaries for new hires ..

Please provide the County Commission with a description of your request or presentation, including any background information: Discussion is needed regarding starting salaries for new hires.

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

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): **Approval of Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revisions -**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #112 – Animal Control Office

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

Internal Budget Revision Request

This Budget Request is to move \$2,500 of available funds from Animal Control Office Fund (716) Professional Services to increase the Animal Control Office Fund (716) Overtime Budgeted by \$2,500. The current charge to that expenditure line is over budget and needs to be funded in the amount stated to bring the budgeted allocation to a positive unexpended balance.

Sandy Slusher McDonald
Deputy County Administrator

JEFFERSON COUNTY COMMISSION
 STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
 GENERAL FUND
 AS OF 05/2013

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-716-01-103-000-PS-000 DOG WARD SALARY/WAGES	171785.95	6851.84	138247.49		33538.46	80.47
001-716-01-104-000-PS-000 DOG WARD FICA EXPENSE	11580.73	412.72	9009.80		2570.93	77.79
001-716-01-104-001-PS-000 DOG WARD MEDICARE EXP	2708.40	96.53	2107.18		601.22	77.80
001-716-01-105-000-PS-000 DOG WARD GROUP INSURANCE	52528.80	4501.61	46300.60		6228.20	88.14
001-716-01-106-000-PS-000 DOG WARD RETIREMENT	26150.03	991.05	21359.17		4790.86	81.67
001-716-01-108-006-PS-000 DOG WARD OVERTIME	15000.00	227.02	15034.01		-34.01	100.22
001-716-02-213-014-PS-000 DOG WARD OTHER UTILITIES	1200.00	95.93	939.36		260.64	78.28
001-716-02-214-000-PS-000 DOG WARD TRAVEL	2000.00		1801.78		198.22	90.08
001-716-02-220-000-PS-000 DOG WARD ADS/LEGAL PUBS	1000.00		97.50		902.50	9.75
001-716-02-221-000-PS-000 DOG WARD TRAIN/EDUCATION	5850.00		2489.85		3360.15	42.56
001-716-02-222-000-PS-000 DOG WARD DUES/SUBSCRIPTNS	500.00		275.00		225.00	55.00
001-716-02-223-000-PS-000 DOG WARD PROF SERVICES	12000.00		5310.08		6689.92	44.25
001-716-02-230-000-PS-000 DOG WARD CONTRCTD SERVICE	6000.00		3426.94		2573.06	57.11
001-716-03-341-000-PS-000 DOG WARD MAT/SUPPLIES	15000.00		8199.24		6800.76	54.66
001-716-03-343-000-PS-000 DOG WARD AUTO SUPPLIES	2000.00		1392.85		607.15	69.64
001-716-03-345-000-PS-000 DOG WARD UNIFORMS	2500.00		1873.00		627.00	74.92
TOTALS FOR DOG WARDEN	327803.91	13176.70	257863.85		69940.06	78.66

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): **Approval of Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revisions -**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #113 – Prosecuting Attorney

Are documents attachments? Yes No
If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY COMMISSION
 STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
 GENERAL FUND
 AS OF 05/2013

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-405-01-101-000-GG-000 PROS ATTY OFFICIAL SALARY	96600.00	3715.38	85453.86		11146.14	88.46
001-405-01-103-000-GG-000 PROS ATTY SALARY/WAGES	1100999.40	42562.28	979802.66		121196.74	88.99
001-405-01-104-000-GG-000 PROS ATTY FICA EXPENSE	74623.16	2812.92	64952.30		9670.86	87.04
001-405-01-104-001-GG-000 PROS ATTY MEDICARE EXPENS	17452.19	657.86	15190.41		2261.78	87.04
001-405-01-105-000-GG-000 PROS ATTY GROUP INSURANCE	177808.08	14629.02	157220.11		20587.97	88.42
001-405-01-106-000-GG-000 PROS ATTY RETIREMENT	167663.92	6478.87	149091.87		18572.05	88.92
001-405-01-108-002-GG-000 PR ATTY P/TIME/EXTRA HLP	6000.00		1337.60		4662.40	22.29
001-405-02-212-000-GG-000 PROS ATTY PRINTING	500.00				500.00	
001-405-02-214-000-GG-000 PROS ATTY TRAVEL	14000.00	314.14	9665.73		4334.27	69.04
001-405-02-216-000-GG-000 PROS ATTY MAIN/REP EQUIPM	5047.00				5047.00	
001-405-02-218-000-GG-000 PROS ATTY POSTAGE	400.00	26.64	207.38		192.62	51.84
001-405-02-219-000-GG-000 PROS ATTY BLDG EQUIP RENT	300.00				300.00	
001-405-02-220-000-GG-000 PROS ATTY ADS/LEGAL PUBS	2000.00		798.00		1202.00	39.90
001-405-02-221-000-GG-000 PROS ATTY TRAIN/EDUCATION	10000.00		4938.00		5062.00	49.38
001-405-02-222-000-GG-000 PROS ATTY DUES/SUBSCRIPTI	65000.00		36785.81	6147.97	22066.22	66.05
001-405-02-223-000-GG-000 PROS ATTY PROF SERVICES	18489.47	1185.80	13261.21	573.65	4654.61	74.82
001-405-02-230-000-GG-000 PROS ATTY CONTRCTD SERVIC	5000.00	87.21	7219.88		-2219.88	144.39
001-405-03-341-000-GG-000 PROS ATTY MATERIAL/SUPPLY	30000.00	247.85	22145.68		7854.32	73.81
TOTALS FOR PROSECUTING ATTORNEY	1791883.22	72717.97	1548070.50	6721.62	237091.10	86.76

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): **Approval of Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revisions -**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #114 – Zoning Department

Are documents attachments? Yes No
If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

JEFFERSON COUNTY COMMISSION
 STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
 GENERAL FUND
 AS OF 05/2013

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-451-01-103-000-GG-000 ZONING SALARY AND WAGES	94906.65	3650.27	83956.21		10950.44	88.46
001-451-01-104-000-GG-000 ZONING FICA EXPENSE	6008.21	201.79	4849.87		1158.34	80.72
001-451-01-104-001-GG-000 ZONING MEDICARE EXPENSE	1405.15	47.19	1134.18		270.97	80.71
001-451-01-105-000-GG-000 ZONING GROUP INSURANCE	34418.40	2924.33	32167.63		2250.77	93.46
001-451-01-106-000-GG-000 ZONING RETIREMENT	13286.93	511.04	12114.35		1172.58	91.17
001-451-01-108-001-GG-000 ZONING OVERTIME	2000.00		2574.79		-574.79	128.73
001-451-02-214-000-GG-000 ZONING TRAVEL	1000.00				1000.00	
001-451-02-216-000-GG-000 ZONING MAIN/REP EQUIPMENT	2000.00				2000.00	
001-451-02-220-000-GG-000 ZONING ADS/LEGAL PUBS	2000.00		783.54		1216.46	39.17
001-451-02-221-000-GG-000 ZONING TRAIN/EDUCATION	1000.00				1000.00	
001-451-02-222-000-GG-000 ZONING DUES/SUBSCRIPTIONS	500.00		237.00		263.00	47.40
001-451-02-223-000-GG-000 ZONING PROFESSIONAL SVCS	2000.00				2000.00	
001-451-03-341-000-GG-000 ZONING MATERIAL/SUPPLY	2847.00	406.00	1761.26		1085.74	61.86
TOTALS FOR DEPT OF ZONING	163372.34	7740.62	139578.83		23793.51	85.43

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): **Approval of Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revisions -**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #115 – Planning Department

Are documents attachments? Yes No
If not, explain:

Is a projector needed? Yes No

Contact information:
Email address: _____
Phone number: _____

JEFFERSON COUNTY COMMISSION
 STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
 GENERAL FUND
 AS OF 05/2013

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-439-01-103-000-GG-000 PLANNING SALARY AND WAGES	285070.64	11502.67	219327.21		65743.43	76.93
001-439-01-104-000-GG-000 PLANNING FICA EXPENSE	18201.38	727.58	13474.14		4727.24	74.02
001-439-01-104-001-GG-000 PLANNING MEDICARE EXPENSE	4255.32	170.16	3151.16		1104.16	74.05
001-439-01-105-000-GG-000 PLANNING GROUP INSURANCE	60111.28	5231.26	46446.56		13664.72	77.26
001-439-01-106-000-GG-000 PLANNING RETIREMENT	39909.89	1610.37	30532.54		9377.35	76.50
001-439-01-108-001-GG-000 PLANNING OVERTIME	2500.00		148.80		2351.20	5.95
001-439-01-108-002-GG-000 PLANNING PTIME/EXTRA HELP	6000.00	512.50	3420.00		2580.00	57.00
001-439-02-214-000-GG-000 PLANNING TRAVEL	3000.00	283.66	2199.25		800.75	73.30
001-439-02-216-000-GG-000 PLANNING MAIN/REP EQUIPMT	7500.00		5214.83	785.17	1500.00	80.00
001-439-02-220-000-GG-000 PLANNING ADS/LEGAL PUBS	1500.00		934.22		565.78	62.28
001-439-02-221-000-GG-000 PLANNING TRAIN/EDUCATION	5000.00		1251.00		3749.00	25.02
001-439-02-222-000-GG-000 PLANNING DUES/SUBSCRIPTNS	2000.00		1300.00	500.00	200.00	90.00
001-439-02-223-000-GG-000 PLANNING PROFESSIONAL SVC	20000.00		9330.18		10669.82	46.65
001-439-02-230-000-GG-000 PLANNING CONTRACTED SVCS	13661.00		37.20		13623.80	.27
001-439-02-236-000-GG-000 PLANNING REFUND ERROR PYT			200.00		-200.00	
001-439-03-341-000-GG-000 PLANNING MATERIAL/SUPPLY	9351.20		4424.92	584.86	4341.42	53.57
TOTALS FOR PLANNING AND ZONING	478060.71	20038.20	341392.01	1870.03	134798.67	71.80

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): **Approval of Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revisions -**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #116 – Communications

Are documents attachments? Yes No
If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: _____

Phone number: _____

The form doesn't offer the ability to show from what account number to what account number. I want to do the following:

Amount	From Account #	From Account Name	To Account #	To Account Name
\$80,000	001-712-01-103-000-PS-911	Salary & Wages	001-712-01-108-001-PS-911	Overtime
\$1,500	001-712-02-223-000-PS-911	Professional Services	001-712-01-230-000-PS-911	Contracted Services
\$1,000	001-712-02-223-000-PS-911	Professional Services	001-712-03-341-000-PS-911	Materials & Supplies
\$800	001-712-02-221-000-PS-911	Train/Education	001-712-02-214-000-PS-911	Travel

Jeffrey A. Polczynski, ENP
 Director of Communications
 Jefferson County Emergency Communications
 Jefferson County, West Virginia
 ~An EMD Accredited Center of Excellence~

JEFFERSON COUNTY COMMISSION
 STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
 GENERAL FUND
 AS OF 05/2013

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-712-01-103-000-PS-911 COMM CTR SALARY AND WAGES	1095738.44	77493.33	909455.56		186282.88	82.99
001-712-01-104-000-PS-911 COMM CTR FICA EXPENSE	72653.98	6344.91	60767.11		11886.87	83.63
001-712-01-104-001-PS-911 COMM CTR MEDICARE EXPENSE	16991.60	1483.88	14211.46		2780.14	83.63
001-712-01-105-000-PS-911 COMM CTR GROUP INSURANCE	305059.08	24182.63	265478.65		39580.43	87.02
001-712-01-106-000-PS-911 COMM CTR RETIREMENT	153403.38	14711.76	142099.14		11304.24	92.63
001-712-01-108-001-PS-911 COMM CTR OVERTIME	44100.00	27903.45	111106.41		-67006.41	251.94
001-712-01-108-002-PS-911 COMM CTR PARTTIME	32000.00	2501.20	21953.20		10046.80	68.60
001-712-02-211-000-PS-911 COMM CTR TELEPHONE	122805.00	4345.67	46713.19		76091.81	38.03
001-712-02-212-000-PS-911 COMM CTR PRINTING	4500.00		2904.76		1595.24	64.55
001-712-02-214-000-PS-911 COMM CTR TRAVEL	7500.00	2262.75	8048.48		-548.48	107.31
001-712-02-216-000-PS-911 COMM CTR MAIN/REP EQUIP	119480.41	7346.95	54569.17		64911.24	45.67
001-712-02-220-000-PS-911 COMM CTR ADS/LEGAL PUBS	2500.00		712.99		1787.01	28.51
001-712-02-221-000-PS-911 COMM CTR TRAIN/EDUCATION	9500.00	2445.00	7873.00	100.00	1527.00	83.92
001-712-02-222-000-PS-911 COMM CTR DUES/SUBSCRIPTNS	3200.00		2292.71		907.29	71.64
001-712-02-223-000-PS-911 COMM CTR PROF SERVICES	22400.00	1500.00	13400.00		9000.00	59.82
001-712-02-230-000-PS-911 COMM CTR CONTRCTD SERVICE	4500.00	296.15	4715.59		-215.59	104.79
001-712-03-341-000-PS-911 COMM CTR MAT/SUPPLIES	15000.00	896.86	14509.02	599.00	-108.02	100.72
001-712-03-345-000-PS-911 COMM CTR UNIFORMS	1000.00				1000.00	
001-712-03-353-000-PS-911 COMM CTR COMPUTER SOFTWRE	2500.00				2500.00	
TOTALS FOR COMMUNICATIONS CENTER	2034831.89	173714.54	1680810.44	699.00	353322.45	82.63

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name: Sandy Slusher McDonald, Deputy County Administrator

Department or Organization: County Commission

Estimation of amount of time needed for appointment: _____

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

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

Subject (Wording to be placed on agenda): **Approval of Internal Budget Revisions**

Please provide the County Commission with a description of your request or presentation, including any background information: **Internal Budget Revisions -**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve):
Motion to approve Internal Budget Revision #117 – Ag Agent

Are documents attachments? Yes No
If not, explain:

Is a projector needed? Yes No

Contact information:
Email address: _____
Phone number: _____

JEFFERSON COUNTY COMMISSION
 STATEMENT OF EXPENDITURES, ENCUMBRANCES & APPROPRIATIONS
 GENERAL FUND
 AS OF 05/2013

	APPROPRIATIONS (REVISED)	MONTH-TO-DATE EXPENDITURES	YEAR-TO-DATE EXPENDITURES	OUTSTANDING ENCUMBRANCES	UNENCUMBERED BALANCE	EXPENDED and ENCUMBERED %
001-412-01-103-000-GG-000 AG AGT SALARY AND WAGES	57734.54	2201.30	50629.90		7104.64	87.69
001-412-01-104-000-GG-000 AG AGT FICA EXPENSE	3579.54	132.19	3053.70		525.84	85.30
001-412-01-104-001-GG-000 AG AGT MEDICARE EXPENSE	837.15	30.91	714.06		123.09	85.29
001-412-01-105-000-GG-000 AG AGT GROUP INSURANCE	16926.96	1479.63	16275.93		651.03	96.15
001-412-01-106-000-GG-000 AG AGT RETIREMENT	8082.84	308.18	7105.75		977.09	87.91
001-412-01-108-001-GG-000 AG AGT OVERTIME			125.76		-125.76	
001-412-02-211-000-GG-000 AG AGT TELEPHONE	5250.00		4451.00		799.00	84.78
001-412-02-214-000-GG-000 AG AGT TRAVEL	8000.00	438.44	5269.71		2730.29	65.87
001-412-02-216-000-GG-000 AG AGT MAINT/REPAIR EQUIP	9000.00	212.92	412.57		8587.43	4.58
001-412-02-219-000-GG-000 AG AGT BLDG/EQUIP RENT	5000.00	383.00	4213.00		787.00	84.26
001-412-02-222-000-GG-000 AG AGT DUES/SUBSCRIPTIONS	300.00		46.00		254.00	15.33
001-412-03-341-000-GG-000 AG AGT MATERIAL/SUPPLIES	3000.00	361.00	2204.98	387.95	407.07	86.43
001-412-05-567-000-GG-000 AG AGT TRANS TO ENTITIES	4500.00		4500.00			100.00
001-412-05-568-000-GG-000 AG AGT OTHR CONTRIBUTIONS	16000.00		16000.00			100.00
TOTALS FOR AGRICULTURAL AGENT	138211.03	5547.57	115002.36	387.95	22820.72	83.48

**Jefferson County, West Virginia
Job Description**

Position Title:	Director of Financial Management	Grade Level:	VII
Department	Finance	Date:	7/14/11
Reports to:	County Administrator	FLSA Status	Exempt

Statement of Duties: The Director of Financial Management is responsible for coordinating and supervising the County's financial planning (short and long-term), accounting, auditing and capital planning as well as serving as a liaison between the County Commissioners, Assessor, Sheriff's Tax Office, County Clerk and others involved in the fiscal operation of Jefferson County. Employee is required to perform all similar or related duties.

Supervision Required: Under the administrative direction of the County Administrator, the employee works from ~~municipal~~ County policies and objectives, pertinent local bylaws, as well as State and Federal laws and regulations; employee establishes short and long-range plans and objectives for a major functional area of the County; established department performance standards and assumes direct accountability for department results. Consults with the County Administrator and Commissioners where clarification, interpretation, or exception to County policy or WV Code may be required. The employee exercises control in the development of departmental policies, goals, objectives and budgets. The employee is also expected to attempt to resolve all conflicts which arise and coordinate with others as necessary.

Supervisory Responsibility: Employee is accountable for the direction and success of financial services and programs accomplished through others. The Director is responsible for analyzing financial program objectives, determining the various work operations needed to achieve them, estimating the financial and staff resources required, allocating the available funds and financial staff, reporting periodically on the achievement and status of all the financial program's objectives, and recommending new financial goals and/or objectives as necessary. The Director determines the financial department's organizational structure and financial operating policies and practices; formulates, prepares and defends budget and manpower requests and accounts for the effective use of funds and staff provided; coordinates program efforts within the Department ~~and with other County departments~~; delegates authority to subordinates and holds them responsible for the performance of their unit's work; reviews work in terms of accomplishment of program objectives and progress reports, approves standards establishing quality and quantity of work; and assists or oversees the financial personnel function, including recommending hiring, disciplining, and training of employees.

Employee may provides direct supervision over ~~_____ ()~~ full-time and ~~___ ()~~ part-time employees ~~who work at the same place and the same work shift if approved by the Commission.~~ Work operations are subject to substantial cyclical or seasonal fluctuations in work procedures that can be planned for in advance.

Confidentiality: The employee has regular access at the County-wide level to a wide variety of confidential information, including official personnel files, criminal records/investigations, client records, and law suits, in accordance with the State Public Records Law.

Finance Department
Director of Financial Management
6/3/2013/5/28/2013

Jefferson County, West Virginia
Job Description

Accountability: Consequences of errors, missed deadlines or poor judgment could result in adverse public relations, significant financial losses and/or legal repercussions to the County.

Judgment: Guidelines only provide limited guidance for performing the work. They may be in the form of administrative or organizational policies, generally accepted public financial management principles, local bylaws/ordinances, state or federal legislation or directives that pertain to a specific department or functional area. Extensive judgment and ingenuity are required to develop new or adapt existing methods and approaches for accomplishing objectives or to deal with new or unusual requirements within the limits of the guidelines or policies. The employee is recognized as the department or functional area's authority in interpreting the guidelines, in determining how they should be applied, and in developing financial operating policies.

Complexity: The work consists of employing many different concepts, theories, principles, techniques and practices relating to public finance. Assignments typically concern such matters as studying trends in the field for application to the work; assessing services and recommending improvements; planning long range projects; devising new techniques for application to the work, recommending policies, standards, or criteria to improve the effectiveness of financial operations of the County.

Work Environment: The work environment involves everyday discomforts typical of a county office setting subject to frequent interruptions. Noise or physical surroundings may be distracting, but conditions are generally not unpleasant. The employee is required to work beyond normal business hours in order to attend evening meetings or to attend County sponsored events.

Nature and Purpose of Public Contact: Relationships are constantly with co-workers, the public, news media, peers from other organizations, and with groups and/or individuals who have conflicting opinions or objectives, diverse points of view or differences where skillful negotiating and achieving compromise is required to secure support, concurrence and acceptance or compliance. Duties involve constant contact with local, state and federal government officials, community leaders and any other individuals to protect and promote not only **the Financial and Department's interest** but also the County's overall interest. The employees must possess a high degree of diplomacy and judgment and must be able to work effectively with and influence all types of persons. The employee must have a well-developed sense of strategy and timing in representing the **municipality-employer and its contingency agencies** effectively in critical and important situations which may influence the well-being of the County.

Occupational Risk: Risk exposure to the employee is similar to that found in a County office setting.

Essential Functions:

The essential functions or duties listed below are intended only as illustrations of the various type of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Finance Department
Director of Financial Management
6/3/2013 5/28/2013

**Jefferson County, West Virginia
Job Description**

1. Develops, implements, and administers financial procedures and systems in accordance with local, state and federal laws and regulations.
2. Directs employees in the processes and procedures for maintaining the County's financial records.
3. Responsible for developing accurate revenue and expenditure forecasts including the investment of County funds, cash management, and short and long-term debt financing.
4. Assists Department Heads in the management of County funds including the evaluation of changes requested.
5. Develops and monitors the County's annual operating and capital budgets and coordinates budgetary information with and other elected officials and department heads; amends budget as approved by Commissioners
6. Develops and updates a **multiple year operating** and capital budget.
7. Develops periodic financial and statistical reports regarding budget status including analysis of monthly closings and cash flow analysis and reports to Commissioners within a timely manner; meets with accountants, attorneys and others as required.
8. Develops and implements accounting and financial management policy and procedure.
9. Maintains a close continuing working relationship with ~~the County Clerk's, Assessor's, and Sheriff's Tax offices and all~~ Departments, Elected Officials and Contingency agencies with regard to financial management matters.
10. Identifies problem areas and takes immediate action to resolve issues, assuring a stable fiscal structure within the County.
11. Conducts fiscal research and provides assistance to Commissioners and staff regarding financial decision making and special projects.
12. Evaluates the County's financial position and issues periodic financial and operating reports for all departments, including grant in-aid agencies.
13. Assures compliance with all federal, state and local accounting principles, procedures and financial record-keeping requirements.
14. Manages the County's purchasing and inventory control procedures, and proposes recommendations as appropriate.
15. Develops a comprehensive management information master system plan and oversees the implementation and integration of the financial software within the County in cooperation with the County's outside MIS contractor or in-house operation.
16. Approves requests for changes, additions or deletions to the MIS system after consultation with the Commissioners.
17. Administers and monitors all vendor contracts to assure compliance and consistency with County goals and financial resources.
18. Establishes working relationship with vendors and develops procedures for verification and cost approval of purchases within the County.
19. Analyzes, consolidates, and directs all cost accounting procedures and prepares reports for County Commissioners.
20. Analyzes and conducts studies of economic, business and financial conditions and their impact on the County's revenue and capital investments.
21. Analyzes all contracts and/or projects for their financial impact prior to recommending same to the County Commissioners.
22. Institutes financial policies and procedures to assure maximum reimbursement from

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Finance Department
Director of Financial Management
6/3/2013 5/28/2013

**Jefferson County, West Virginia
Job Description**

- Federal/State funding sources for County programs.
23. Oversees property and casualty management including the reconciliation of all assets for capital and other financial reporting
 24. Participates in monthly Department Head meetings.
 25. Participates in public forums and provides support to the County Administrator, County Commissioners, Department Heads, and Elected Officials as well as other County-elected officials as requested.
 26. Upon adoption of the annual budget, prepare a report for the public distribution that explains the budget in layman terms.
 27. Review and approval of space needs short-term and long-term in conjunction with the Maintenance Manager to include a) a written analysis of existing and future (2-6) years space needs, b) options for meeting those needs, c) fiscal implications for different alternatives.
 28. Development of a budget that a) incorporates a long-term perspective, b) establishes linkages to broad organizational goals, c) provides budget recommendations based on results and outcomes and d) promotes communications with stakeholders, including the public.
 29. Familiar with the "WV Open Meetings Act" which requires the ability to make public presentations and implement the decisions (by majority vote) of the County Commission.

Recommended Minimum Qualifications:

Education and Experience: Bachelor's Degree in Finance or Accounting; seven to ten (7-10) years related work experience in a municipal setting with at least five (5) years in a supervisory level; or any equivalent combination of education, training and experience which provides the required knowledge, skills and abilities to perform the essential functions of the job.

Special Requirements: CPA preferred but not required. Class D Motor Vehicle Driver's License

Knowledge, Abilities and Skill

Knowledge: Thorough knowledge of the principles, practices, laws and regulations of government accounting, budget preparation and management techniques and practices and applicable financial or treasury provisions of the County and West Virginia General Laws including the investment of funds and the borrowing of short and long term debt financing government operations; working knowledge of computer applications for accounting and financial management. Knowledge of County government operations as well as pertinent County, State and Federal agencies. Knowledge of County budgeting techniques and practices as well as local, state and federal regulations and/or laws pertaining to local government financial operations. Working knowledge of financial operating software, information management, and automated accounting systems, the Internet, database management and spread sheet applications in support of the County's financial operations.

Abilities: Ability to analyze and interpret financial data and to present findings clearly in written

Finance Department
Director of Financial Management
6/3/2013/5/28/2013

**Jefferson County, West Virginia
Job Description**

and oral form; ability to establish and maintain cooperative relationships with County officials and other governmental representatives. Ability to function independently in a flexible manner and to establish and maintain effective working relationships with staff, vendors and disgruntled members of the public.

Skill: Proficient skill in working with numbers in an accurate and detailed manner; excellent analytical, oral, and written communication skills; must have excellent computer skills including demonstrated skill in use of business and automated municipal accounting and financial software applications. Must possess initiative and effective problem solving skills. Effective supervisory and interpersonal skills working with employees as well as local, state, and federal officials.

Physical and Mental Requirements

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the position's essential functions.

Physical Demands: Little or no physical demands are required to perform the work. Work effort principally involves sitting to perform work tasks, with intermittent periods of stooping, walking, and standing. The employee is occasionally required to lift objects such as books, office equipment, and paper.

Motor Skills: Duties may involve assignments requiring application of hand and eye coordination with finger dexterity and motor coordination such as operating a personal computer.

Visual Demands: Position requires the employee to constantly read documents, computer screens, and reports for understanding and analytical purposes. The employee is rarely required to determine color differences.

Finance Department
Director of Financial Management
6/3/2013 5:28:20+3

Jefferson County Compensation

MayMarch, 2013

The Jefferson County Compensation Study (previously known as the Jacob's Study) was developed to provide a structured process for increasing employees' salaries throughout their career in a sequential and consistent manner for all departments, including Commission and Elected employees alike. It provides an annual step increase based on the employee's salary, providing a larger increase for those at the lower end of the scale and less for those at the top end of the scale, to provide for a proportionate increase for each individual.

Annual Step Increases: The Study is designed that each employee with a Satisfactory or above employee evaluation rating is eligible for a one-step increase annually, if the one-step increase is approved by the County Commission during the budgeting process. Unless other stated, an approved one step increase is effective July 1, the beginning of the fiscal year. An employee hired on or after April 1st is not eligible for the July 1st increase unless it is part of the employee's probation conditions, as approved in the employee's offer letter by the County Commission.

Longevity: At the point the employee has reached the final step in a Grade due to longevity in a position, the supervisor has the option of considering the employee red circled, meaning they no longer get an increase except for a Cost of Living adjustment to the salary chart (as granted by the Commission), or they can continue to provide an increase based on the normal increases for that Grade. The supervisor can also consider a reevaluation of their position/job duties for a reclassification, if the employee has increased job responsibilities over their long career.

Work Week Hours: The Jefferson County Compensation Study provides two different work hour categories. One is for a 70 hour week and the other is an 80 hour week. If an employee is interested in obtaining their hourly rate, use the annual salary divided by the number of hours they work (2080 for 80 hours and 1820 for 70 hours).

70 Hour Employees: The County's official hours of operation are from 9:00 a.m. to 5:00 p.m. Monday through Friday, with an unpaid hour for lunch. Therefore the typical hours of operation are 35 hours per week or 70 hours per a two-week pay period. This represents the typical hours expected for hourly or non-exempt salaried employees. Hourly or non-exempt salaried employees working above 35 hours but at or below 40 hours shall receive their regular hourly rate of pay for the additional hours. Hours above 40 shall be paid at the overtime rate. The supervisor should budget the additional hours above 70 accordingly. Comp time can be utilized per the County policy.

80 Hour Employees: Hourly or non-exempt salaried employees working 80 hours (beyond the normal open hours to the public) are to be paid based on their hourly rate for all hours worked

up to 80 hours per week. Overtime is paid above 80. Comp time can be utilized per the County policy.

Salaried exempt employees: Exempt employees are deemed to automatically be at 80 hours or as many as are needed to complete the job responsibilities, regardless of the County Office hours open to the public. Supervisors should examine the employee's job responsibilities with the Commission staff to determine if an employee is exempt or non-exempt if questions arise. Overtime is not paid for an exempt position.

Outstanding Performance: The West Virginia state code does not allow for the opportunity to provide a bonus of any type for outstanding performance since we are funded by the tax-payers. The supervisor is encouraged to provide verbal comments of appreciation, written thank you notes available through the County Administrator office, creative appreciation, or small tokens of appreciation personally funded by the supervisor.

Market Adjustments: Occasionally a job will be priced too low to be competitive and thwart efforts to hire someone outside the County government arena or to maintain an excellent long term employee. In the event a job is priced to low, documentation should be developed and presented to the Deputy Administrator for consideration of change. Documentation should include statistics from local surrounding counties, counties within the State of West Virginia, current job market prices from the local Chamber of Commerce and surrounding Chambers. If the Deputy Administrator feels a change is warranted, a presentation should be made to the County Commissioners for consideration by the supervisor, through a completed agenda request. The County Commission will consider development of a market adjustment to the salary chart during the budgeting process, as they deem appropriate.

Increase in job responsibilities: While the Jefferson County Compensation Study provides for reclassification/promotion, it suggests the only way to increase an employee is to move from one Grade to another, which is often a significant increase in salary, which is substantial for the County budget and often creates inequities among the department employees and across the County. In the event, you have an employee which takes on additional responsibilities, which increases their job description or in other words, adds value to their position, an additional one-step increase can be considered. This would entail employees which may begin supervising another employee, taking on cash management responsibilities, or cross-training to manage the office while the supervisor is out. It is important to note the increase is based on the job description and the value it brings to the County. It is not based on the individual's background or experience or related to the volume of work they produce. For example, if you hire someone with a Masters degree to be a waitress, you only pay the person based on the waitress salary and the value the waitress position brings to the restaurant. It's important to look at the position, not the person. The same would be true for increases in job responsibilities for County employees. The supervisor is responsible for providing an updated job description and meeting with the Deputy Administrator to review the job responsibilities and be vetted prior to appearing before the Commission for approval. It is recommended this process should be completed during the January/February budgeting process.

Reclassification/Promotion: This allows for an employee to move from one Grade to the next based on a promotion for significantly increased responsibilities/job title.

Salary Range: When posting an open position, the salary range can be stated between Step 1 through Step 3-5 of the appropriate Grade. The following chart should be used as a guideline for determining the appropriate Step. In most instances, the employee should be hired at the Step 1 Position. However, a candidate with extensive experience may be considered for a Step 2 or Step 3 starting point, as The salary should be based on the job description/duties to be performed by the employee, not on the employee's qualifications beyond the position description.

The hiring manager is not required to bring a new employee beyond a Step A or Step B, as they need to keep equity of salaried distribution within their department and in line with other departments as well.

recommended by the hiring manager and approved by the Commission.

Step A: No job experience – limited experience in the job market; typical high school or college jobs;

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Step B: Semi-related job experience – jobs beyond the normal high school or college positions; internships; entry level positions held; college education;

Step C: 1 – 2 years directly related job experience. Employee has been completing 1 or 2 major components of the position for the years shown, i.e. Court system knowledge or AS400 knowledge.

Step D: 3 - 4 years directly related job experience. Employee has been completing 2 or 3 major components of the position for the years shown. Employee is able to walk in and take over 50% of the job responsibilities without training except for the specifics of this position.

Step E: 5 years directly related experience. Employee has been completing 3 or more major components of the position for the years shown. Employee is able to walk in and take over 60% of the job responsibilities without training except for the specifics of this position.

Step F: 6 years directly related experience. Employee has been completing 4 or more major components of the position for the years shown. Employee is able to walk in and take over 75% of the job responsibilities without training except for the specifics of this position. This would likely be more applicable for management positions such as a Finance Director, Attorney or Engineer, however, it could also relate for Clerks with years of experience in County or Federal government.

The Compensation Scorecard must be vetted through the Compensation Committee and a recommendation by the Committee before being placed on the agenda for the Commission.

If the hiring manager is changing job responsibilities for either more or less than what is currently on file, the hiring manager should provide an updated job description for re-scoring with the Compensation Committee.

Employees being re-hired can be placed at the grade where they left, unless the job description has changed. Being considered for a higher grade must be vetted through the Compensation Committee.

When requesting a Step C and above for a new hire or for a promotion or change in compensation, the following documents must be submitted:

- 1) A copy of the candidate's resume
- 2) A copy of the job description or an updated job description with changes notes
- 3) A completed scorecard

All changes to compensation must be vetted through the Deputy County Administrator Compensation Committee and approved by the Commission, outside the annual step increase. The supervisor/manager requesting the change in compensation for their employee is responsible for providing the agenda request to the Commission, after providing all the paperwork, new job description and analysis for the compensation request.

A Compensation Committee will be established 7/1/2013. The Compensation Committee will be responsible for reviewing and making a recommendation to the Commission for hiring, promotions and anything outside the annual one-step increase. Standing Committee members will be the County Administrator and Deputy Administrator. Three other members will be appointed with a 3 year term to provide continuity and consistency with the administration of the Compensation Program. The Standing Committee Members will be responsible for managing the committee membership.

Participants committed to the Jefferson County Compensation Study: Department Heads for County Commission, Elected Officials, Contingency Agencies, and employees affiliated with all of these entities, except for those falling under the Civil Service Division.

Note—Elected Officials: While an elected official can make adjustments to their staff's salary as they deem appropriate within their individual budgets, it is hoped the Elected Official would use this document as a guideline and have each change in salary vetted through the Deputy Administrator and the Commission to ensure a consistent and fair approach to all employees working for the County Government.

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Compensation Score Card for New Hires

Candidate Name:		
Position Applying for:		

List at least 6 major components of "knowledge" or "essential functions" from job description.	Candidate's Yrs of Exp.	List Experience from Resume Relating to the Job Description

Other Comments

Recommendation to the Commission From the Compensation Committee:	Step:	<u>Approved:</u>
	Salary:	<u>Date:</u>

Step C: 1-2 years directly related job experience. (DRJE)

Step D: 3-4 years DRJE. New hire can complete 50% of the job walking in the door.

Step E: 5 years DRJE. New hire can complete 60% of the job walking in the door.

Step F: 6 years DRJE. New hire can complete 75% of job walking in the door.

Project

Team Leader

Deadline

Update

In-Progress ; Completed

Commissioner's Top Project Listing

GIS Content Management System: --Presentation to Commission to present project, costs, and benefit analysis in preparation for next year's budget.	Leader: Todd Fagan	May 30, 2012	Completed presentation. Applied for grants. RFP out to bid. DOC MANG. JC1302 24642504460000GG000
Hire a County Administrator:	Leader: Patsy Noland Member: Commission Members, Keyser and McDonald	June 30, 2012	On-going
IT Needs: Determine IT needs within the County. Provide recommendation for in-house or contract services, associated costs and plan of action.	Leader: Keyser and Shroyer	June 30, 2013	System upgrades being completed by Accurate Systems/Voip and SSI by year-end. \$48k SSI; IT Update Project #JC428 - Long Term Plan Pending
Impact Fees – Affordable Housing	Leader: Roger Goodwin	June 30, 2012	July 1, 2012
OPEB Actuarial Study: RFP to be completed and bids returned for Commission consideration.	Leader: Debbie Keyser	Dec. 2013	
Impact Fees: --Ensure a long term 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 and Stephanie Grove	Sept. 30, 2012	Oct., 2012
CIP Presentation – Ensure it includes all potential capital projects.	Leader: Paul Shroyer	June 30, 2012	July, 2012 Presentation made; Comm. needs to prioritize
Income Replacement: Review County's options to provide	Leader: Debbie Keyser		

Project	Team Leader	Deadline	Update
employees with short term disability and long term disability options, the costs, vendor comparison and date to implement, if approved.	Team Members: Sally Gran	Sept. 30, 2012	Oct., 2012
Move AS400: Move AS400 from Hunter Building to Mason Building to protect equipment	Team Leader: Bill Polk Members: Charlotte Hernandez, SSI, and Accurate Systems	Sept. 30, 2012	AS400 being moved 6/2013 with installation of Voip.
CAD System: 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	Oct. 30, 2012	RFP distributed. 6 vendors responded. RFP Team evaluated CAD responses. PROJECT# CAD JC 1301 24642504460000GG000
Space Needs Study: 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; Bond or No Bond? --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 Provide a 3 year plan for the use, renovation, sale and upkeep of all	Leader: Debbie Keyser and Bill Polk		Decided not to move on Briel Building. Other building(s) under consideration. Engineering costs report due back in June, 2013.

Project	Team Leader	Deadline	Update
<p>buildings to ensure the County is fully utilizing its spaces and dollars for County employment.</p> <p>Determine space news for new Drug Court due 2016.</p>			
<p>Grant Policy: 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.</p>	<p>Team Leader: Vivian Fields Members: Teresa Hendricks, Sandy McDonald</p>	<p>Oct. 30, 2012</p>	<p>Nov., 2012</p>
<p>Polling Assignment/Budget: Determine needs and costs of machines to show polling assignment</p>	<p>Leader: Jennifer Maghan</p>	<p>July 30, 2012</p>	<p>Aug. 2012 Determined a trial would be completed 11/2012.</p>
<p>Research, determine needs analysis, costs and make recommendation for new telephone system for the County</p>	<p>Leader: Bill Polk</p>		<p>Internal fiber/cables structure almost complete. Phone implementation July, 2013.</p>
<p>Transportation Meeting with DOH to discuss/resolve two dangerous intersections. Cattail Lane and Top of Mountain/New Rt 9.</p>	<p>Leader: Nichelle Hosby/Dale Manuel</p>		<p>Completed.</p>
<p>Develop a user-friendly citizen's budget for the website for 2013/2014</p>	<p>Leader: McDonald or new hire</p>		<p>1st Quarter, 2013/2014</p>
<p>Develop a bidding contract policy based on state code</p>	<p>Leader: Debbie Keyser</p>		<p>One was developed. In policy packet but legislation just changed and needs to be revised</p>
<p>Establish a date in February for First Annual Economic Outlook for Jefferson County</p> <p>Complete a Comprehensive Plan that promotes economic growth in our County.</p>	<p>Leader: John Reisenweber</p>		<p>June 30, 2013</p>

Project	Team Leader	Deadline	Update
Schedule two more "Meet your Commissioner" events prior to fiscal year-end based on each Commissioner's region.	Leader: Keyser Jane: Black Dog Walt: Train Station Ranson/Rippon Episcopal Church		Morgan Grove Park; June 27 th or July 18. 5:00 – 7:00 p.m. ??
Develop budget which addresses decreases in revenue, 911 Fee structure, F&R. Fees, Rainy Day Fund, receive input from Dept. Heads.	Leader: Shroyer		Budget approved and submitted timely to State.
Receive report from CVB on ROI for our \$150k investment	Leader: Keyser	Nov. 2013	
Review Planning & Zoning processes to ensure good customer service to public	Leader: Jennie Brockman	Jan. 2014	
Continue to completion on Hite Road Project	Leader: Jennifer Myers; Hired Project Leader	Jun. 2014	
Develop Compensation Team to address compensation issues.	Leader: Keyser Members: McDonald, Fagan, Goodwin, & JT. Resource: Polczynski	Implement.	
Develop Phone Metrics to determine improved effectiveness, efficiency and cost savings	Leader: Bill Polk Members: L. Kuhn, C. Hernandez, Keyser	Oct. 2013	
Hire a Financial Director	Leader: Keyser	Oct. 2013	

New listing will be provided July 1, 2013 without green/completed items. Only yellow/pending and new items will remain.

Project

Team Leader

Deadline

Update

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

Debbie Keyser 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.

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Cindy Schott

Department or Entity: Jefferson County Commission

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: 06-06-2013

Date Requested – 2nd Choice: _____

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

Subject: **Appointment one three-year term on the Jefferson County Development Authority to represent the Corporation of Harpers Ferry.**

Please provide the County Commission with a description of your request or presentation, including any background information: **Appointment to the Development Authority for a three year term ending April 5, 2016 as a representative of the Town of Harpers Ferry. Harpers Ferry Town Council is recommending as candidates, Karen Townsend and John Maxey.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): Move to appoint _____ to the Development Authority for a three year term ending April 5, 2016 as a representative of the Town of Harpers Ferry.

Attachments: **Letter from the Corporation of Harpers Ferry recommending Karan Townsend and John Maxey for consideration. Letters of interest from candidates.**

JEFFERSON COUNTY DEVELOPMENT AUTHORITY | 2013

Members currently serving

<u>Name</u>	<u>Expiration</u>	<u>Intention</u>
Karan Townsend – Harpers Ferry	4/5/2013	Term Expired - reapplied
Howard Mills - Shepherdstown	4/5/2014	
C.C. HAMMANN	4/5/2014	
Annette Gavin	4/5/2014	
Mark Dyck	4/5/2014	
James Tolbert	4/5/2014	
Joshua Householder	4/5/2015	
Joe Consentini - Charles Town	4/5/2015	
Eric Lewis	4/5/2015	
Michael Chapman	4/5/2015	
Debra Hovatter	4/5/2015	
Charles Ellison (replaced Espinosa who resigned)	4/5/2016	
Helen Dettmer – Bolivar	4/5/2016	
P. David Mills – Ranson	4/5/2016	
Walt Pellish – County Commission		
Scott Sudduth – JC Board of Education Liaison		
Gary Kable – JC Board of Education Liaison Alternate		

INTERESTED APPLICANTS

<u>NAME</u>	<u>ATTENDING</u>	<u>CONTACTED</u>
Karan Townsend		
John Maxey		



Corporation of Harpers Ferry

1000 WASHINGTON STREET • P.O. BOX 217

Harpers Ferry, West Virginia 25425

304-535-2206 • FAX 304-535-6520

Joe Anderson

MAYOR • CELL 304-582-2377

RECORDER
KEVIN CARDEN

TREASURER
KATHRYN PAYNE

CLERK
DEE ANDERSON

COUNCIL MEMBERS

BETSY BAINBRIDGE
JERRY HUTTON
DAN RISS
CHARLOTTE THOMPSON
GREG VAUGHN

May 16, 2013

Patsy Noland, Commissioner
Jefferson County Commission
PO Box 250
Charles Town, WV 25414

Dear Ms. Noland,

I am pleased to inform you that the Harpers Ferry Town Council is recommending as candidates, **Karan Townsend and John Maxey**, for your consideration to represent Harpers Ferry on the Jefferson County Development Authority.

I have attached a copy of their letters of interest for this position. Ms. Townsend can be reached at (304) 702-1872, by email at KarenTownsend@gmail.com and mailing address of PO Box 1412, Harpers Ferry, WV 25425. Mr. Maxey can be reached at 304-535-2520, by email at maxey@radlib.com, and mailing address of PO Box 855, Harpers Ferry, WV 25425.

Both Ms. Townsend and Mr. Maxey are local business owners in Harpers Ferry. We look forward to your decision in filling this important position.

Sincerely,



Joe Anderson
Mayor

Attachment

RECEIVED

MAY 17 2013

Jefferson County Commission

Item 4.c
3-11-13

The Town's Inn
An inn for all seasons
At the confluence of the Rivers, on the Trail,
A few steps from the train station, shopping, dining
PO Box 1412, 179 High Street; Harpers Ferry,, West Virginia 25425
Restaurant/Shoppe: 304.535.1860 --Lodging: 304.932.0677--Mobile: 304.702.1872
www.TheTownInn.com

TO: Mayor and Council Members
FROM: Karan Townsend
DATE: 4 February 2013



I would like to continue serving on the Jefferson County Development Authority (JCDA) if no one more qualified than I am is available to serve. In spite of the time and expense required to downsize the lodging business (that is, move out of the 4-bedroom, 4,000 SF Mountain house) and upgrade the restaurant, I faithfully attended all 2012 meetings except one and facilitated communication between the County and the Town in a positive manner. My qualifications for this job as stated in the September 2011 letter I sent to you requesting my initial appointment remain relevant in my request for re-appointment:

"The fact that I'm so involved with running a business in Lower Town might be considered a qualification for this job since every penny of my money and minute of my time (except for that invested in my church and family) is invested in the Inn in an effort to develop a viable year-round business in Lower Town.

From my perspective, one of the main ways for me to create a viable business in Lower Town is to live in Lower Town and to be involved in promoting, preserving, and protecting the Town, which is why I seek to remain active as a member of the Planning Commission, Historic Foundation, Canal Town Partnership, Visioning Committee, Merchant Association, Jefferson County Partnership, CVB, etc. Attending these meetings is appealing to me and beneficial since there is so much overlap in purpose and projects. My involvement in each of these various organizations is enhanced by my involvement in the other organizations and provides a foundation for my involvement in the county through participation in the JCDA as a representative from our Town.

As indicated in the attached resume, my career has been focused in the area of education (public school teacher, teacher of teachers, teacher of English to Speakers of Other Languages, that is, ESOL or ESL), but I also managed my husband's law office for thirty years and worked as a real estate broker / appraiser for almost a decade. I've been not only a small business owner but also a mother (and now a grandmother) since 1975.

Simply running the Inn is a 24/7 job, but the success of the Inn is likely to be enhanced by what happens in the Town and the County, so I'd appreciate your consideration of my application to serve on the JCDA.

Resume and References for Karan Townsend, Ed.D.

Item 4.c.
3-11-13

Address: 179 High St.; PO Box 1412; Harpers Ferry, WV 25425 or 114 3rd St. NE, Washington, DC 20002
Tel: 304.702.1872; Email: karantownsend@gmail.com

Education:	Doctorate of Education	University of Houston	1979
	Master of Education	University of Houston	1974
	Bachelor of Science	University of Houston	1971

Teaching/Business Experience:

2007-2012	Innkeeper/Restauranteur/Consultant	Town's Inn / English House / CEN
2002-2006	English Faculty/Consultant	Oakwood English Language Institute, Northern Virginia Community College Prince Georges Community College
2001	English Faculty/Consultant	Unit Arab Emirates University, (Aug.-Dec.)
2000-2001	Director of EFL Research/Development	New Horizons, Kuwait (August 00-July01)
1997-2000	ESL Director/English Professor	Washington Bible College, Washington ,DC
1996/2003	ESL Instructor/Consultant	EuroCentres/Diplomatic Lang. Services, VA
1993-1995	Director of ESOL/Teacher	Salzburg International Prep. School, Austria
1986-1993	Director of ESOL/Consultant	Baylor School of Medicine, TX Med. Center
1986-1993	Real Estate Consultant/Researcher	Landauer; Cushman & Wakefield, TX
1981-1993	Law Office Manager	David Townsend, Attorney-at-Law; TX
1974-1981	Program Development Specialist	University of Houston, TX
1970-1974	Public School Teacher	N. Forest I.S.D.; Pasadena I.S.D., TX

Experience Highlights:

- Extensive faculty experience as a teacher of composition in undergraduate college programs and private language schools
- Extensive English language and teacher training program development and instructional experience, serving as a professor and program development specialist in culturally diverse American, European, and Middle Eastern colleges, language schools, business, and governments
- Extensive research and development experience, serving as consultant in the USA, Europe, and the Middle East in matters regarding general education, language education, business/professional education, and interpersonal/cross-cultural relations, particularly in the area of English for Speakers of Other Languages (ESOL)
- Law, business, real estate managing and consulting (business owner)
- Innkeeper / Restauranteur (owner) of the Town's Inn in Harpers Ferry, West Virginia
- Member of Jefferson County Development Authority Board, Jefferson County Convention & Visitor Bureau Board, Harpers Ferry Planning Commission, Harpers Ferry Historic Town Foundation, Fellowship Bible Church, and numerous other community-centered non-civic organizations.

Resume and References for Karan Townsend, Ed.D.

Item 4.c
3-11-13

Address: 179 High St.; PO Box 1412; Harpers Ferry, WV 25425 or 114 3rd St. NE, Washington, DC 20002
Tel: 304.702.1872; Email: karantownsend@gmail.com

NOTE: Each reference includes primary year(s) of professional association; type of relationship; contact information

2012 ~ Colleague in a Network of Language Schools

Mr. Daniel Spandler-Davison, Director, Columbia Education Network
200 Maryland Ave., NE; Washington, DC 20002 USA
502.275.9240; ddavison@columbiaedunet.com

2007-2012 ~ Co-Worker in Town & County Government / Civic Organizations

Mr. Joe Anderson, Mayor of Harpers Ferry, West Virginia
1000 Washington St.; PO Box 217; Harper's Ferry, WV 25425 USA
304.582.2377; joewa2@juno.com

2004-2007 ~ Supervisor in a Private Language School

Mr. Lane McIntyre, Owner/Director, Oakwood English Language Institute
7210 Braddock Rd.; Annandale VA 22003 USA
703.941.5790; laneoak@aol.com

2004-2007 ~ Supervisor in a Community College

Ms. Janet Gianotti, Director, Northern Virginia Community College
Community Education and Workforce Development
3001 North Beauregard Street; Alexandria, VA 22311 USA
(703) 845 6200; jgianotti@nvcc.edu

2002-2004 ~ Supervisor in a Community College

Ms. Esther Robbins, Language Studies Chair, Prince Georges Community College
301 Largo Rd.; Largo, MD 20774 USA
(301) 322 0942; robbinex@pg.cc.md.us

2001 ~ Professional Colleagues in a University (United Arab Emirates)

Dr. Kalifa, Director of University General Requirements Ms. Marily Gjerde, Teacher
United Arab Emirates University, Women's Campus, P.O. Box 17172
Al-Ain, United Arab Emirates; marilyngjerde@yahoo.com

2000-2001 ~ Professional Colleagues in a Private School (Kuwait)

Mr. Fahad Al-Othman, President; Dr. George Gjano, Director; Ms. Debi Allen, Manager
New Horizons Computer Training Center/English Training Center
P.O. Box 23339 Safat; 13094 Kuwait
(965) 244 9797; dkallen4@hotmail.com

1996-2000 ~ Professional Colleagues in a College / Seminary

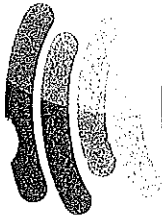
Dr. Homer Heater, President of Washington Bible College/Capital Bible Seminary
6511 Princess Garden Parkway; Lanham, MD 20706
301.552.1400 (home: 972.363.0150)
Dr. Ok Cha Soh, Professor
8110 Craddock Rd.; Greenbelt MD 20770
240.271.6441; osoh@bible.edu

1993-1996 ~ Supervisor in a Private Boarding School

Mr. Ted Rowley, Owner/Director
Salzburg International Preparatory School; Salzburg, Austria
8737 Caminito Abrazo; La Jolla, CA 92037
858.731.1834; intlstudy@erols.com

1985-1993 ~ Professional Colleague in Baylor College of Medicine English Programs

Dr. Michel Sabino, Faculty; Former President of Teachers of English to Speakers of Other Languages
4411 McKinney St.; Houston TX 77023; USA
703.836.0774; sabinom@uhd.edu



Data Direct Inc.
Database support and analysis for non-profit advocacy groups

May 2, 2013

Honorable Joe Anderson, Mayor
Corporation of Harpers Ferry
1000 Washington Street
Harpers Ferry, WV 25425

Dear Mayor Anderson,

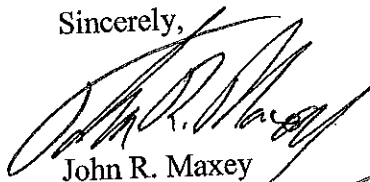
I listened in this morning on today's meeting of the Jefferson County Commission and heard the Commission's discussion of the town's recommended appointment of Ms. Karen Townsend to the Jefferson County Economic Development Authority. The Commission decided not to accept the Town's recommendation, and to instead request additional names for consideration.

I am requesting that my name be submitted to the County Commission as one of those additions. As the owner of two businesses in our town I have been very pleased with the representation Ms. Townsend has provided us and would like to see her reappointed. However, if the County Commission is looking for someone different, I believe that I could work with Ms. Townsend and the Town Council to make certain that our interests continue to be heard.

I have been an employer for over thirty years and will be starting my fifth year of operations here in historic Harpers Ferry. As a West Virginia native I have a long standing interest in economic development in our state and I would like to do what I can to help.

Thanks you for your consideration of this request.

Sincerely,



John R. Maxey
President

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Cindy Schott

Department or Entity: Jefferson County Commission

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: 06-06-2013

Date Requested – 2nd Choice: _____

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

Subject: **Appointment to one five - year term on the Summit Point Library Committee.**

Please provide the County Commission with a description of your request or presentation, including any background information: **The following citizen requests reappointment to the Summit Point Library Committee – Linia Overly.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to reappoint Linia Overly to a five year term ending June 30, 2018 on the Summit Point Library Committee.**

Attachments: **Announcement of Intention to appoint one person to the a five year term on the Summit Point Library, letter of interest and recommendation.**

SUMMIT POINT LIBRARY COMMITTEE | 2013

Members currently serving

<u>Name</u>	<u>Expiration</u>	<u>Intention</u>
Curt Mason	6/30/2016	
Edmond Uzan	6/30/2017	
Linia Overly	6/30/2013	Term Expired - reapplied
Carol Del Colle	6/30/2014	
Catherine Burke	6/30/2015	

INTERESTED APPLICANTS

<u>NAME</u>	<u>ATTENDING</u>	<u>CONTACTED</u>

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, June 6, 2013, or as soon thereafter as the Commission may decide:

Jefferson County Board of Health - One Expired Term ending June 30, 2018

Jefferson County Parks & Recreation - (4) - Three year terms ending June 30, 2016

Jefferson County Summit Point Library Committee - (1) Five year term ending June 30, 2018

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

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

SPIRIT OF JEFFERSON:

PLEASE ADVERTISE ON:

May 1, 8, 15 & 22, 2013

THANKS - JEFFERSON COUNTY COMMISSION

South Jefferson Public Library

49 Church Street

Post Office Box 17

Summit Point, West Virginia 25446

Phone: 304-725-6227

Email: jenkinsd@martin.lib.wv.us

Fax: 304-728-2586

May 20, 2013

The County Commission of Jefferson County
PO Box 250
Charles Town WV 25414
Att. Nichelle Adams Hosby

RE: South Jefferson Library Commission Appointment

Dear Commissioners,

This letter is to convey our unanimous recommendation for the reappointment of Linia Overly to a new term on our library board.

Lin has served tirelessly as our treasurer since her service on the board began and continues to be a very active and reliable board member. Lin brings her honesty and competency in areas of finance to the position of treasurer. She also brings leadership skills and experience to the board in other areas of decision making as well as to the office she holds. Her dedication to the library and the community is greatly appreciated, and we would very much like her to continue.

Sincerely yours,



Carol Del-Colle, President

RECEIVED

MAY 21 2013

Jefferson County Commission

712 Brucetown Road
Kearneysville, WV 25430
May 13, 2013

Nichelle Adams Hosby
Executive Administrative Assistant
Jefferson County Commission
124 East Washington Street
P. O. Box 250
Charles Town, WV 25414

Dear Ms. Hosby:

You recently advised me that my current term on the **Summit Point Library** Committee would expire on June 30, 2013 and asked me if I would be interested in being considered for another term.

I would consider it an honor to be allowed to serve another term on this committee if the County Commission would reappoint me.

Sincerely,



Linia Overly

RECEIVED

MAY 17 2013

Jefferson County Commission



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

PRESIDENT

Dale Manuel

VICE PRESIDENT

Walt Pellish

COMMISSIONER

Jane Tabb

COMMISSIONER

Patsy Noland

COMMISSIONER

Lyn Widmyer

April 29, 2013

Linia Overly
712 Brucetown Road
Kearneysville, WV 25430

Dear Ms. Overly:

Please be advised that your term on the Summit Point Library Committee will expire on June 30, 2013. Until the County Commission has acted to appoint someone for another five year term, you are asked to remain serving.

The County Commission is in the process of advertising for this position as standard procedure. Please contact us in writing at your earliest convenience to let us know if you are or are not interested in being considered for another term. We will be making the appointments on Thursday, June 6, 2013 or as soon thereafter as the Commission may decide.

If you have any questions, please do not hesitate to contact me.

For the Commission,

Nichelle Adams Hosby
Executive Administrative Assistant

NAH
termexp

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Cindy Schott

Department or Entity: Jefferson County Commission

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: 06-06-2013

Date Requested – 2nd Choice: _____

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

Subject: **Appointment to one five - year term on the Jefferson County Board of Health.**

Please provide the County Commission with a description of your request or presentation, including any background information: **The following citizen requests reappointment to the Jefferson County Board of Health – Willis E. Nowell, Jr.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to reappoint Willis E. Nowell, Jr. to a five year term ending June 30, 2018 on the Jefferson County Board of Health.**

Attachments: **Announcement of Intention to appoint one person to the a five year term on the Jefferson County Board of Health, letter of interest.**

JEFFERSON COUNTY BOARD OF HEALTH | 2013

Members currently serving

<u>Name</u>	<u>Expiration</u>	<u>Intention</u>
Thomas Trumble	6/30/2016	
Robert L. Shefner	6/30/2017	
Willis E. Nowell, Jr.	6/30/2013	Term Expired - reapplied
Rosamond A. Rutledge-Burns	6/30/2014	
Mark A. Shields	6/30/2015	

INTERESTED APPLICANTS

<u>NAME</u>	<u>ATTENDING</u>	<u>CONTACTED</u>
Willis E. Nowell, Jr.		

The Jefferson County Commission proposes to name persons to serve on the following Authorities, Boards, Commissions, or Committees on Thursday, June 6, 2013, or as soon thereafter as the Commission may decide:

Jefferson County Board of Health - One Expired Term ending June 30, 2018

Jefferson County Parks & Recreation - (4) - Three year terms ending June 30, 2016

Jefferson County Summit Point Library Committee - (1) Five year term ending June 30, 2018

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

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

SPIRIT OF JEFFERSON:

PLEASE ADVERTISE ON:

May 1, 8, 15 & 22, 2013

THANKS - JEFFERSON COUNTY COMMISSION

BOARD OF HEALTH

Thomas Trumble
2576 Warm Springs Road
Shenandoah Junction, WV 25442
304-876-2161
ttrumble@frontiernet.net
Democrat - Shepherdstown District
5 years 06/30/2016

Robert L. Shefner
238 W. Washington Street
Charles Town, WV 25414
5 years 06/30/2017

Willis E. Nowell, Jr.
389 Shenandoah River Drive
Harpers Ferry, WV 25425
h: 304-725-2440
willis-nowell@shannondale.org
Democrat - Kabletown
5 years 06/30/2013

Rosamond A. Rutledge-Burns
307 Wildlife Way
Harpers Ferry, WV 25425
h: 304-728-1160 w: 301-975-5819
No-Party - Harpers Ferry
5 years 06/30/2014

Mark A. Shields
82 Foster Circle
Shenandoah Junction, WV 25442
w: 301-827-6173
Republican - Shepherdstown
5 years 06/30/2015

Walt Pellish - Commission Liaison

§16-2-7

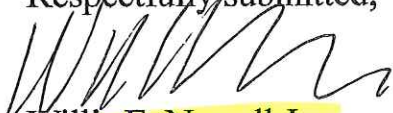
May 2, 2013

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

Sirs,

I'd like to make known my sincere wish to be considered for reappointment to the Jefferson County Board of Health for the term to commence July 1, 2013.

Respectfully submitted,



Willis E. Nowell Jr.

Member,
Jefferson County Board of Health

RECEIVED

MAY 03 2013

Jefferson County Commission



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

PRESIDENT

Dale Manuel

VICE PRESIDENT

Walt Pellish

COMMISSIONER

Jane Tabb

COMMISSIONER

Patsy Noland

COMMISSIONER

Lyn Widmyer

April 29, 2013

Willis Nowell, Jr.
389 Shenandoah River Drive
Harpers Ferry, WV 25425

Dear Mr. Nowell, Jr.:

Please be advised that your term on the Jefferson County Board of Health will expire on June 30, 2013. Until the County Commission has acted to appoint someone for another five year term, you are asked to remain serving.

The County Commission is in the process of advertising for this position as standard procedure. Please contact us in writing at your earliest convenience to let us know if you are or are not interested in being considered for another term. We will be making the appointments on Thursday, June 6, 2013 or as soon thereafter as the Commission may decide.

If you have any questions, please do not hesitate to contact me.

For the Commission,

Nichelle Adams Hosby
Executive Administrative Assistant

NAH
termexp

County Administrator
Debbie Keyser

Deputy County Administrator
Sandy Slusher McDonald

Commission Office Use Only

Date on Agenda:

Appt Time or New Business:

AGENDA REQUEST FORM

Name: Cindy Schott

Department or Entity: Jefferson County Commission

Estimation of amount of time needed for appointment: 5 minutes

Date Requested – 1st Choice: 06-06-2013

Date Requested – 2nd Choice: _____

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

Subject: **Appointments to three of four - three year terms on the Jefferson County Parks & Recreation Board.**

Please provide the County Commission with a description of your request or presentation, including any background information: **The following citizens request reappointment to the Jefferson County Parks & Recreation Board for a three year term ending June 30, 2018 - Gene Taylor, Jimmy Pierson and Heather Morgan.**

Recommended motion (Please type out the wording of the motion that you would like the Commission to approve): **Move to reappoint Gene Taylor, Jimmy Pierson and Heather Morgan to a three year term ending June 30, 2018 on the Jefferson County Parks & Recreation Board.**

Attachments: **Announcement of Intention to appoint three persons to the one - three year term on the Jefferson County Parks & Recreation Board, letters of interest.**

PARKS & RECREATION COMMISSION | 2013

Members currently serving

<u>Name</u>	<u>Expiration</u>	<u>Intention</u>
Todd McKinney	6/30/2014	
Adam Shively	6/30/2014	
Daniel W. McVicar	6/30/2014	
Toni Milbourne	6/30/2015	
Ann Newaz	6/30/2015	
Patrick Schnaeble	6/30/2015	
Ann Mountz	6/30/2015	
Gene Taylor	6/30/2013	Term Expired - reapplied
Jimmy Pierson	6/30/2013	Term Expired - reapplied
Heather Morgan	6/30/2013	Term Expired - reapplied
Paul Marshall	6/30/2013	Term Expired - no response

INTERESTED APPLICANTS

<u>NAME</u>	<u>ATTENDING</u>	<u>CONTACTED</u>
Gene Taylor		
Jimmy Pierson		
Heather Morgan		

M

HEATHER MORGAN MCINTYRE

May 6, 2013

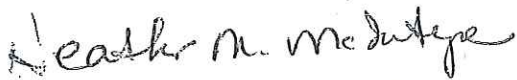
Jefferson County Commission
PO Box 250
Charles Town, WV 25414

Dear County Commission,

I understand that my term on the Jefferson County Parks and Recreation board will expire on June 30, 2013. I have enjoyed being on this board and love being part of the many good changes that continues to happen at Jefferson County Parks and Recreation. I would like to be considered to remain on the board for another term.

Thank you for your consideration.

Sincerely,



Heather Morgan McIntyre

Please note my last name and physical address have changed.

29 Keyes Ferry Road, Suite 200

Charles Town, WV 25414

Phone: 304-725-2055

E-mail: heather@jeffersoncountywvchamber.org

To County Commission

I am interested in serving another
Term on Parke & Bee Commission.

James L. Loran

725-0552 Home -
616-8998 Cell

RECEIVED

MAY 02 2013

Jefferson County Commission

Nichelle Hosby

From: Sandy McDonald [sandy@jeffersoncountywv.org]
Sent: Wednesday, May 01, 2013 10:05 AM
To: genet_25414@yahoo.com
Cc: 'Nichelle Hosby'
Subject: RE: RE: To the County Commission

Good morning! I will forward this to Nichelle for the file. She will contact you when it is time for the Commission to make the appointments and what day and time for the interviews.

Talk to you soon!!

Sandy

From: genet_25414@yahoo.com [mailto:genet_25414@yahoo.com]
Sent: Tuesday, April 30, 2013 5:16 PM
To: Sandy Mcdonald; Sandy McDonald
Subject: Fw: RE: To the County Commission

I just got a letter to submit my inttention about rejoining the P&RC. Here is my email to that effect. Do I need to do anymore than this?

Gene Taylor
Taylor's Resources
A 5Linx Representative
www.5linx.net/L546815

--- On Thu, 3/7/13, Sandy McDonald <sandy@jeffersoncountywv.org> wrote:

From: Sandy McDonald <sandy@jeffersoncountywv.org>
Subject: RE: To the County Commission
To: genet_25414@yahoo.com
Date: Thursday, March 7, 2013, 12:07 PM

Thanks Gene!

From: genet_25414@yahoo.com [mailto:genet_25414@yahoo.com]
Sent: Thursday, March 07, 2013 11:52 AM
To: Sandy McDonald
Subject: To the County Commission

I am very interested in rejoining the Park and Rec Commission. I believe my time is up in June. Please let me know when this will be on the agenda.

Gene Taylor
Taylor's Resources

AGENDA REQUEST FORM

www.jeffersoncountywv.org



Name: Doug Pittinger, Ed Hannon, Marty Freeman

Department or Organization: Jefferson County Emergency Services Agency

Estimation of amount of time needed for appointment: 15 minutes

Date Requested – 1st Choice: June 6, 2013

Date Requested – 2nd Choice: _____

If a specific date is needed, please provide reason for specific date: June 6, 2013

Subject (Wording to be placed on agenda): JCESA Emergency Service Fee Ordinance

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

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

Move to accept

Are documents attachments? Yes No

If not, explain:

Is a projector needed? Yes No

Contact information:

Email address: mfreeman@jcesa.org

Phone number: 304 728 3287



REVISED May 21, 2013
Approved by JCESA Board

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

419 Sixteenth Avenue
Ranson, WV 25438
E-mail – jcesa@jcesa.org
Telephone – 304-728-3287

JEFFERSON COUNTY SPECIAL EMERGENCY AMBULANCE SERVICE FEE ORDINANCE

SECTION 1 - LEGISLATIVE AUTHORITY

This Ordinance concerns the imposition and collection of a special emergency ambulance service fee and is adopted under the authority of Chapter 7, Article 15, Section 17, of the Code of West Virginia, as amended.

SECTION 2 - PURPOSE

This Ordinance is enacted by the Jefferson County Commission for the purpose of providing career Fire Fighter/Paramedics and Fire Fighter/EMTs to staffing and maintaining an adequate emergency ambulance system within the geographic boundaries of Jefferson County, West Virginia. An adequate emergency ambulance system is necessary to promote the health and welfare of the citizens of Jefferson County and reduce property loss. Emergency ambulance service is a public purpose and a responsibility of government for which public money may be spent.

SECTION 3 - DEFINITIONS

RESIDENTIAL UNIT – Means any place of residence, whether occupied or unoccupied, as classified by the records of the Jefferson County Assessor, including, but not limited to, single-family homes, duplexes, vacation and secondary homes, mobile homes, apartments, rental units, and personal care facilities. In the case of a structure which contains multiple dwelling units, such as duplexes and apartments, each apartment unit or duplex unit shall be deemed to be a separate residential unit.

COMMERICAL UNIT – Means any place of business including hotel/motel, industrial/warehouse, institutional, nursing homes as classified by the records of the Jefferson County Assessor.

OWNER – Means the person, firm or corporation listed in the records of the Jefferson County Assessor possessing exclusive rights and control of a property.

It's About Saving Lives...

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

USER – Means any person, firm or corporation to whom emergency ambulance transport service is made available.

EMERGENCY AMBULANCE SYSTEM – Any emergency ambulance service provided pursuant to this ordinance including fire and ambulance.

SPECIAL EMERGENCY AMBULANCE SERVICE FEE – Means the fee imposed by the Jefferson County Commission through this Ordinance and collected from the users of emergency ambulance service within Jefferson County.

SECTION 4 - RATES

The Special Emergency Ambulance Service Fee imposed under this Ordinance shall be for emergency ambulance service provided for a Jefferson County Fiscal Year July 1 to June 30. The Special Emergency Ambulance Service Fee established by this Ordinance shall depend upon the total square footage of the building as set forth below:

	Square Feet	Amount
(a) Residential	0-1,600	\$55.00
	1,601-3,000	\$75.00
	3,001 +	\$85.00
(b) Commercial	0-2,500	\$115.00
	2,501-7,500	\$215.00
	7,501-20,000	\$520.00
	20,001-35,000	\$995.00
	35,001-50,000	\$1,270.00
	50,001-75,000	\$1,520.00
	75,001-100,000	\$2,220.00
	Over 100,000	\$2,200.00 plus \$.0030 per sf Over 100K

Said fee may be adjusted annually upon approval of the Jefferson County Commission. The fee shall be the responsibility of the owner of the unit.

The Fee imposed under this ordinance shall be due and payable September 30 of each year. The Fee assessed and levied under the provisions of the ordinance shall be a debt due the Jefferson County Emergency Services Agency and shall be a personal obligation of the owner of the unit. Failure to pay the fee by the due date will result in delinquent status. Delinquent fees may be, at the discretion of JCESA recovered by the JCESA through civil action filed in a court of competent jurisdiction. Such suit need not be brought in the same

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

fiscal year the fee was billed. In any suit for collection of delinquent fees, the JCESA is authorized to recover its court costs and attorney's fees and costs.

For accounts paid on or after October 1 through December 31 the fee shall increase by 15 percent. For accounts paid on or after January 1 through March 31, the fee shall increase again by 15 percent. A summary follows:

Unit Type	If Paid On or Before September 30	If Paid On or After October 1 to December 31	If Paid On or After January 1 to March 31
	Full Year	Full Year	Full Year
Residential	55	63	73
	75	86	99
	85	98	112
Commercial	115	132	152
	215	247	284
	520	598	688
	995	1,144	1,316
	1,270	1,461	1,680
	1,520	1,748	2,010
	2,220	2,553	2,936
	2,220+	2,553+	2,936+

If any person believes he or she is erroneously charged an emergency service fee, the JCESA shall provide, upon the person's request, an exoneration form. The form shall be completed and returned to the JCESA no later than September 30 of the Fiscal Year for which the fee applies. The JCESA shall, within a reasonable time, cause to be investigated any request for exoneration. The JCESA shall, at its next regular meeting after completion of the investigation, make and communicate to the County Commission its recommendation regarding the exoneration. If good cause for exoneration is found by the County Commission, said Commission shall exonerate or modify any or all imposed charges, and shall notify the person in writing of its actions. If the Commission does not exonerate or modify as requested by the applicant, an appeal may be filed with the Circuit Court of Jefferson County.

This ordinance shall be published once a week for two successive weeks in a qualified newspaper published in this county.

SECTION 5 - RATE INCREASES

The service of ambulance protection shall be continued, maintained, and improved by the Jefferson County Emergency Services Agency at the charge and expense of the owners of all residential and commercial units within the county. The fees shall be imposed, assessed and collected as set forth in this Ordinance. In the event the JCESA determines an increase in the fee imposed by this ordinance is necessary, it shall, by resolution, request the County Commission for such an increase. Procedures set for in Article 15, Chapter 7, Section 17 of the Code of West Virginia for the initial levy of such a fee shall be followed by the County Commission in the event an increase is sought.

SECTION 6 - EFFECTIVE DATE

This Ordinance shall become effective June 30, 2013. The fee assessed and levied by this ordinance shall be for services rendered from July 1, 2013 to June 30, 2014, and each fiscal year thereafter.

SECTION 7 - MANAGEMENT OF PROCEEDS

The proceeds from the imposition and collection of the Special Emergency Ambulance Service Fee shall be deposited in a special fund and used only to pay reasonable and necessary expenses actually incurred and the cost of buildings and equipment used in providing emergency ambulance service to residents of Jefferson County. The proceeds may be used to pay for, in whole or in part, the establishment, maintenance and operation of the Jefferson County Emergency Services Agency including the hiring of Fire Fighter/Paramedics and Fire Fighter/EMTs, as provided for in Senate Bill 224 (passed March 8, 2008), and Article 15, Chapter 7 of the West Virginia Code. Proceeds not expended in a given Fiscal Year will be maintained in the special fund and may be used in subsequent Fiscal Years as necessary.

SECTION 8 - BUDGET DEVELOPMENT

The Jefferson County Emergency Services Agency shall hold an annual public hearing for the purpose of receiving written or oral public comments pertaining to the operations of the JCESA within Jefferson County. This public hearing shall be advertised as a Class II legal advertisement in local newspapers within the County.

The required public hearing shall be held in conjunction with the regular January Board of Directors meeting in order to provide JCESA sufficient time to consider any improvements or changes in services and to account for said changes when submitting the annual budget request to the Jefferson County Commission.

In conjunction with the submission requirements of the Commission, JCESA shall prepare a regular JCESA budget for County Funds and shall prepare a supplemental budget detailing the upcoming Fiscal Year projections for the special emergency ambulance fund. The Board of Directors shall make recommendations to the County Commission regarding the need to change or maintain the rates charged for the upcoming year.

SECTION 9 - DATA USED FOR ASSESSMENT OF FEES

Upon completion of the annual budget for the Fund, JCESA shall request the Assessor to provide it with a list of all residential and commercial units and commercial square footage within the county to be utilized as the data base for billing the Special Emergency Ambulance Service Fee commencing the following July 1. Each residential and commercial unit shall have an account established in the name of the owner of that unit and a bill in the amount of the fee shall be delivered to that unit by US Postal Service on or after July 1 of the Fiscal Year. The Assessor will further provide monthly updates to JCESA so that the database can be maintained on a current basis.

SECTION 10 - COLLECTION OF DELINQUENT ACCOUNTS

In mid-January, letters shall be sent to all delinquent accounts as a status reminder including a notice that delinquent accounts will be submitted for collection. On or about April 1, all delinquent accounts at that point shall be submitted for collection by either internal or external agencies.

Owners of residential and commercial units will be responsible for reporting to JCESA incorrect billing information to avoid collections.

SECTION 11 - BUSINESS MANAGER AND POSITIONS

JCESA will appoint a Business Manager to manage the Fund who will report to the JCESA Director and Board of Directors and manage the day-to-day operations of billing and collection of the Fee. Funds will be allocated in the annual budget to pay reasonable and necessary expenses of running a business office in addition funds will be allocated to hire nine (9) Fire Fighter/Paramedics and Fire Fighter/EMTs.

SECTION 12 - AMENDMENTS AND SEVERABILITY

This Ordinance may, from time to time, be amended by a majority of the members of the County Commission as they deem it necessary and appropriate.

If a court of competent jurisdiction declares any provision of this Ordinance to be void, invalid or ineffective in whole or in part, the effect of such decisions shall be limited to those provisions which are expressly declared to be void, invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully enforceable and effective.

This Ordinance shall become effective on June 30, 2013.

Approved by

DRAFT

Christie Leeper
433 Shadowhawk Lane
Kearneysville, WV 25430
May 27, 2013

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

Dear Commissioners:

Thank you for allowing the citizens to appear at the public hearing to speak about the Emergency Service Fees. This letter is a follow up to the speaking points that I was presenting. As I indicated I have no opposition to establishing funding for a fire and rescue system, but I wanted to point out problems with the current proposal that is under consideration. The funding of the Fire and Rescue System for Jefferson County needs to have dedicated tax base funding, and financial oversight.

The Jefferson County Special Emergency Service Fee Ordinance has some flaws that need to be reviewed prior to consideration of implementation.

Section 1-Legislative Authority

Chapter 7, Article 15, Section 17; this cited Code of West Virginia is specific to ambulance fees and collection of funds. Under this code, the JCESA would only be able *“to spend this money cost of buildings, and equipment used in providing emergency ambulance service to the residents of the county. The proceeds may be used to pay for, in whole or in part, the establishment, maintenance, and operations of an authority...”*

(d) “Facilities and equipment” means all real and personal property of every kind and character owned or held by any emergency ambulance service authority”

(g) “Revenues” means the gross receipts derived directly or indirectly from or in connection with the operation of an authority and shall include, without limitation, all fees, rates, fares, rentals or other income actually received or receivable by or for the account of an authority from the operation of the authority's facilities and equipment, and any other receipts from whatever source derived;

This leaves another question as to the ownership of equipment as defined under Chapter 7, Article 15 Section 1 of the code. As for the revenue, collection and distribution of funds will come into question again, especially as it pertains to an audit of funds.

Section 2-Purpose

As for the purpose of providing Firefighter/Paramedics and Firefighter/EMT's the proposed funding has some questionable cost affiliation even though Senate Bill 224 was approved in 2008. Further review of Chapter 8, Article 15, and Section 9 should be evaluated as it references codes dealing with the establishment and maintenance of a paid fire department.

§8-15-9. Establishment and maintenance of paid fire department.

Any municipality may provide for, establish, equip and maintain a full-time paid fire department. A paid fire department shall be subject to the authority, control and discipline of the administrative authority. For the purposes of this article, the term "paid fire department" shall be taken to mean only a municipal fire department maintained and paid for out of public funds and whose employees are paid on a full-time basis out of public funds. The term shall not be taken to mean a department whose employees are paid nominal salaries or wages or are only paid for services actually rendered on an hourly basis.

Section 3- Definitions

Commercial Unit – Government owned buildings, churches, and other non-profit corporations are not included in the cost. Agriculture facilities also need to be identified because the definition under commercial unit applies to their facility, but is for the protection of crops and livestock. For instance the county has non-billable revenue toward places such as Shepherd University, Harpers Ferry National Park, University Health Systems, and the Customs and Border Protection Facility. These facilities enjoy the benefits on non-taxable status to local legislation, but reap the benefit of the service that the citizens and businesses of the county are billed for. As for billable property, further definition needs to be evaluated since all property is not occupied, but is another revenue source for tax based services. Some property owners have established sources of fire and ems protection, but are not comingled into the JCESA, these business include Bill Scott Racing, Hollywood Casinos, and Ryneal Medical transport

Special Emergency Service Fee - This does not take into account the impact fees that were already imposed to the property owner, while the building was approved, and the collection of fees may constituted a double tax on the property.

Section 4-Rates

The establishment of rates should not be based on the square footage of the property. As suggested the funding of this system should be include in the county tax base so that the services are provided on a continuance bases and not depended upon from a fee based system. With a fee based system there is an allocation of funding that has a limited financed amount and would require supplementation in the event of an overrun in expenditures. Public safety cost can be anticipated, but the overrun of those expenses can be consumed during a single catastrophic event.

It was pointed out that business owners that install sprinkler systems should be evaluated for a reduction in cost since they took the time to provide equipment that reduces the threat of large fires that would impact the fire services. Medical emergencies do not change based on the square footage of a property, no data has been presented to justify that the cost of such funding rate is based on the delivery of the service whether it is fire or emergency medical.

This ordinance does not address the collection of insurance fees from the property owner after the delivery of service. As it currently stands, both the JCESA and or the independent volunteer fire companies are billing for services provided whether it is for medical, fire, or automobile accidents. Also defined under West Virginia Code Chapter 33 dealing with insurance, additional revenue has been identified through a surcharge on fire and casualty insurance policies and payable under Chapter 8.

§8-15-8b. Authorized expenditures of revenues from the municipal pensions and protection fund and the fire protection fund.

Revenues allocated to volunteer and part volunteer fire companies and departments may be expended only for the items listed in subdivisions (1) through (15) of this section.

Funds received from the state for volunteer and part volunteer fire companies and departments, pursuant to sections fourteen-d and thirty-three, article three, and section seven, article twelve-c, all of chapter thirty-three of this code, may not be commingled with funds received from any other source

Under West Virginia Code Chapter 7, Article 1, and Section 3d further definition should be evaluated.

§7-1-3d. Levy for, establishment and operation of fire prevention units; financial aid.

The county commission in any county may levy for and may erect, maintain and operate fire stations and fire prevention units and equipment therefor in the county: *Provided*, That if a county commission establishes a separate fire protection unit in any city in West Virginia that is now operating under the provisions of the state civil service act for paid fire departments, then the new unit shall be operated in accordance with the provisions of the civil service act. Any county commission may render financial aid to any one or more public fire protection facilities in operation in the county for the general benefit of the public in the prevention of fires. Any county commission may also authorize volunteer fire companies or paid fire departments to charge reasonable reimbursement fees for personnel and equipment used in performing fire-fighting services, victim rescue or cleanup of debris or hazardous materials by department personnel. The rate for any such fees to be charged to property owners or other persons responsible or liable for payment for such services must be approved by the county commission and must be reasonable: *Provided, however*, That no fee for any single incident or accident shall exceed five hundred dollars, except an incident or accident involving hazardous materials. The county commission shall require that any fees charged pursuant to the authority conferred by this section must be in writing and be itemized by specific services rendered and the rate for each service

Section 5 Rate Increases

The implementation of emergency service fees are in conflict of Chapter 7, Article 17, Section 12.

§7-17-12. County fire service fees; petition; election; dedication; and increase.

Every county commission which provides fire protection services has plenary power and authority to provide by ordinance for the continuance or improvement of such service, to make regulations with respect thereto and to impose by ordinance, upon the users of such services, reasonable fire service rates, fees and charges to be collected in the manner specified in the ordinance. However, before a county commission can impose by ordinance, upon the users of such service, a reasonable fire service fee, ten percent of the qualified voters shall present a petition duly signed by them in their own handwriting, and filed with the clerk of the county commission directing that the county commission impose such a fee. The county commission shall not have a lien on any property as security for payments due under the ordinance. Any ordinance enacted under the provisions of this section shall be published as a Class II legal advertisement in compliance with the provisions of article three, chapter fifty-nine of this code, and the publication area for such publication shall be the county in which the county fire board is located. In the event thirty percent of the qualified voters of the county by petition duly signed by them in their own handwriting and filed with the clerk of the county commission within forty-five days after the expiration of such publication protest against such ordinance as enacted or amended, the ordinance may not become effective until it is ratified by a majority of the legal votes cast thereon by the qualified voters of such county at any primary, general or special election as the county commission directs. Voting thereon may not take place until after notice of the submission has been given by publication as above provided for the publication of the ordinance after it is adopted. The powers and authority hereby granted to county commissions are in addition to and supplemental to the powers and authority otherwise granted to them by other provisions of this code

This section is also in conflict with Section 10 of the proposed ordinance for collection of fees. The state has several codes that need to be identified as for the funding sources, the allocation of collection, and the publication of fees to be collected.

Section 6-Effective Date

As already identified, the effective date will have to be delayed in order to comply with Chapter 7 of the West Virginia Code.

Section 7 Management of Proceeds / Section 8 Budget Development

The known collection of fees and funds has the potential to cause an obscured budget to be submitted. The use of fees allows a specific agency to adjust their budget to justify the full expenditure of the anticipated collection of funds. Normally other county agencies will prepare a budget for submission that has to be reviewed and ratified by the county commission.

There is nothing in the ordinance that identifies the method of funding for the JCESA to allocated expenditures. In the packet dated May 13, 2013 the proposal of such funds is showing the enhancements to total \$1.5 million dollars. Further review of the funds is

showing that two local fire companies (Bakerton and Middleway) are only receiving a single employee. A single employee being assigned to a fire station is expected to respond to emergencies is not acceptable, and requiring these employees to wait for additional resources to arrive at the fire station causes further delay at providing services. For example, a citizen suffering from a heart attack will start to experience irreversible brain damage after six minutes. In the event that the company cross staffs fire suppression equipment, a single emergency responder cannot safely make a rescue during a house fire whereas a resident may be trapped. This is further defined under OSHA and NFPA standards established. Under this proposal, the hours of employees assigned to each station varies and causes more confusion and scheduling problems, and does not address the cost of overtime due to late emergency incidents. Citizens in the outlying areas of the county will have to wait longer periods of time for the delivery of service as opposed to the citizens of the well-defined areas.

Section 9- Data Used for Assessment of Fees

As identified the fees are based on the square footage of the property, and there is no justification of the service. This system was only used to meet the financial needs of the Agency to develop a funding method and has no correlation on the delivery of service.

Section 10 Collection of Delinquent Accounts

This section allows for the collection of accounts by internal or external agencies, but is not completely defined. Previous notices had identified that the JCESA will use a collection agency that will result in negative impact on residents or business. The use of a collection agency is not recommended as it will create a negative environment for the agency and create a backlash against public safety.

Section 11 Business Manager

This section addresses the funding of a business manager position; it is also amended to include the hiring of nine Firefighter / Paramedic and Firefighter / EMTs. The further review of Chapters 6, 7, and 8 of the West Virginia Code should be defined along with the appropriate Fair Labor and Standards that currently exist

Summary

Jefferson County has grown exponentially and demographically that the number of services provided are exceeding the amount of funds available. The current proposal has some significant holes and setbacks that are subjective to legal challenges. I have no opposition to funding services that are essential to the county safety and health; however the establishment of a fee system based on square footage of the property, and various property types are subjective to interpretation. In previous commission meetings

accountability of funds has been questioned and is still a matter of topic. Suggested funding alternatives should be evaluated to include the setup of an accounting system that would allow the volunteer companies to submit their purchases for payment instead of moving the monies from the county to the volunteer corporations. Group purchases should also be considered to provide for a bidding process and procurement of needed supplies, by creating a logistics system will reduce the duplication of cost and allow for lower cost on associated items that all companies are in need of. The consideration of creating a lump utility billing should be identified; government agencies will receive a larger discount of utility usage as opposed to seven single companies.

Further work needs to be completed for the assessment of fees prior to creating an infrastructure that will have a limit of funds and become a

Thank you for your support.

Sincerely,

A handwritten signature in cursive script that reads "Christie Leeper". The signature is written in black ink and is positioned to the right of the typed name.

Christie Leeper
Middleway District

19 Hickory Tree Court #108
Charles Town, WV 25414
May 28, 2013

Jefferson County Commission
Post Office Box 250
Charles Town, WV 25414

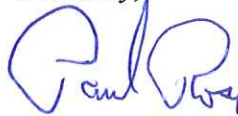
I am attaching a summary of comments made by me at the May 23, 2013 public hearing on draft ordinances to enact a service fee for JCESA. In addition, I am enclosing a draft I prepared of technical amendments to Senate Bill 224 (that authorized the creation of the JCESA) that specifically authorize the imposition of a combined emergency services fee and that sets forth procedures for the adoption of such an ordinance.

With respect to a combined fee ordinance, I would recommend that the Commission take the following actions:

1. That it ask our state delegation to seek enactment of the amendment to SB 224 that I have proposed;
2. That it not adopt the draft ordinances presented by JCESA;
3. That it convene a citizens committee to review the present proposal and make recommendations to the Commission with respect to structure and means of assessment of a combined fee. The panel should include risk management specialists, insurance agents, realtors, home owner association representatives in addition to a representative of the emergency services community;
4. That based upon the recommendations of such a panel the Commission develop and present for public consideration a new ordinance for a combined emergency services fee.

I thank you again for the opportunity to speak at the public hearing and I look forward to discussing the amendments I have proposed to Senate Bill 224.

Sincerely,



Paul Rosa
(304) 839-1262
paul.rosa@comcast.net

ENGROSSED
COMMITTEE SUBSTITUTE
FOR

Senate Bill No. 224

(By Senators Tomblin, Mr. President, and Caruth,
By Request of the Executive)

[Originating in the Committee on Government Organization;
Reported February 20, 2008.]

Bold Text = Proposed Amendments

A BILL to authorize the county commission of Jefferson County to create a joint emergency services agency.

Be it enacted by the Legislature of West Virginia:

JEFFERSON COUNTY JOINT EMERGENCY SERVICES AGENCY.

§1. Legislative findings.

(a) The Legislature finds that:

- (1) Jefferson County has a demonstrated population growth rate history;
- (2) Small separate volunteer emergency services agencies cannot adequately serve the people of Jefferson County;
- (3) The municipalities, communities and the county cannot separately finance individual volunteer emergency services agencies;
- (4) Jefferson County is in a unique position that it has the only national historical park in the state which attracts thousands of visitors annually;
- (5) The national historical park with its historical buildings and visitors places an undue burden on the small individual emergency services agencies in Jefferson County; and
- (6) An agency that combines joint emergency services would enhance Jefferson County's ability to serve its people.

(b) Therefore, the Legislature declares that since Jefferson County is in a unique situation, it is in the public interest that the county commission of Jefferson County be authorized to create a joint emergency services agency.

§2. Authorizing creation of the Jefferson County Joint Emergency Services Agency.

(a) In lieu of creating both an emergency ambulance service authority and a separate county fire board, the Jefferson County Commission may enact an ordinance creating a combined joint emergency services agency to provide emergency ambulance services and fire services.

(b) The agency shall possess all of the rights and responsibilities conferred upon emergency ambulance service authorities, county fire associations and county fire boards that are not otherwise inconsistent with state law and local ordinance.

§3. Joint Emergency Services Board.

(a) By ordinance, the county commission of Jefferson County may create a Joint Emergency Services Board to oversee the management and control of the agency.

(b) The board shall consist of at least the following individuals who shall be appointed by the county commission:

- (1) A representative from an emergency medical service;
- (2) A representative from a fire protection service; and
- (3) A citizen member who is not employed with an emergency medical service, a fire protection service or the county commission.

(c) All board members shall be residents of Jefferson County.

(d) The board members shall serve for staggered terms of three years and are limited to two consecutive terms. In the event of a vacancy, a successor shall be appointed from the same service area as the unexpired representative's term. Members shall continue to serve until their successors have been appointed.

(e) A majority of the members of the board constitutes a quorum.

Section 4. Combined emergency services fee: petition; dedication; and increase.

(a) The Jefferson County Commission, through the Jefferson County Emergency Services Agency (JCESA), provides combined emergency ambulance and fire services, and has plenary power and authority to provide by ordinance for the continuance or improvement of such services, to make regulations with respect thereto and to impose by ordinance, upon the users of such services, reasonable combined emergency services rates, fees and charges to be collected in the manner specified in the ordinance.

(b) Before the Jefferson County Commission can impose by ordinance, upon the users of such services, a reasonable combined emergency services fee, ten percent of the qualified voters shall present a petition duly signed by them in their own handwriting, and filed with the clerk of the county commission, directing that the Jefferson County Commission impose such a fee. The Jefferson County Commission shall have a lien on any property as security for payments due under the ordinance.

(c) Any ordinance enacted under the provisions of this section shall be published as a Class II legal advertisement in compliance with the provisions of article three, chapter fifty-nine of this code, and the publication area for such publication shall be Jefferson County.

(d) In the event thirty percent of the qualified voters of the county by petition duly signed by them in their own handwriting, and filed with the clerk of the county commission within forty-five (45) days after the expiration of such publication, protest against such ordinance as enacted or amended, the ordinance may not become effective until it is ratified by a majority of the legal votes cast thereon by the qualified voters of Jefferson County at any primary, general or special election as the county commission directs. Voting thereon may not take place until after notice of the submission has been given by publication as above provided for the publication of the ordinance after it is adopted.

(e) The powers and authority hereby granted to the Jefferson County Commission are in addition to and supplemental to the powers and authority otherwise granted to them by other provisions of this code.

(f) Any fees imposed under this article are dedicated to the Jefferson County Emergency Services Agency, or its successor, for the purposes provided in this article.

(g) In the event the Jefferson County Emergency Services Agency, or its successor, determines an increase in any such combined emergency services fee imposed by this section is necessary, it shall by resolution request the Jefferson County Commission for such an increase. Procedures set forth in this section for the initial levy of such a fee shall be followed by the Jefferson County Commission in the event an increase is sought.

Summary of Comments on a Proposed JCESA Emergency Services Fee

By
Paul Rosa

19 Hickory Tree Ct. #108
Charles Town, WV 25414
(304) 839-1262
paul.rosa@comcast.net

1. The process pursued by JCESA evinces a lack of transparency and an intentional effort to avoid public outreach and involvement.

- A draft ordinance was received by the Commission and on May 15 the Commission published notice in the Spirit of Jefferson that a public hearing would be held on the draft on May 23.
- The draft ordinance was neither published on the County Commission nor the JCESA web sites.
- The draft ordinance mentioned
 - “emergency ambulance services” fees 8 times
 - “emergency service fees” 1 time, and
 - “fire fees” 0 times
- But in the draft focused on imposition of fire fees, the authors cited statutory authority for the collection of emergency ambulance services fees (West Virginia Code Chapter 7, Article 15, Section 17) rather than the stricter provisions for fire fees in the Fire Board Act (Chapter 7, Article 17, Section 12) that require a petition by 10% of the qualified voters
- Since Senate Bill 224 provides that JCESA “shall possess all of the rights *and responsibilities* (emphasis added) of ambulance service authorities and fire boards, and since this is an attempt to collect a fire fee, I submit that the Commission is required to follow the stricter provisions of the Fire Board Act.
- Even if the Commission is not legally required to follow the stricter requirements for fire fees, it makes good political sense to do so.
- After the May 16 Commission meeting a revised ordinance with a JCESA memo appeared on the Commission web site. The following day, the original ordinance, but not the revised draft ordinance, appeared on the JCESA web site.

- *Some time on or after May 20, a revised draft ordinance appeared on the JCESA web site.*
- *Comments made by Commissioner Manuel and JCESA Deputy Director Ed Hannon at the May 16 Commission mentioned that the JCESA board had met the preceding evening with the fire companies and had adopted the revised draft. However, the final draft posted by JCESA is marked “Revised May 21, 2013 Approved by JCESA Board.”*
- *The only agenda on the JCESA web site announcing a May 21, 2013 Special Meeting was to “approve the Contractor for the Company 5 generator project.” Since no other agenda was published for a May 21, 2013 meeting, the adoption of the revised draft is an unlawful act in violation of the West Virginia Open Meetings Act and any action taken at such meeting (other than the generator project) is subject to nullification by the Circuit Court.*
- *Which ordinance is being considered by the Commission is a moving target.*
- *Comments in meetings and the press by JCESA Deputy Director Ed Hannon state that, after Commissioner Noland questioned whether JCESA should be funded at all, were to the effect that “this ordinance has been vetted for over a year and a half,” and that he would “take the matter back to the fire companies.”*
- *Vetted by whom and when? Instead of taking the matter back to the fire companies, why not take it to the public for their input, rather than try a rush to judgment to have the fees in place by June 1?*

2. **The draft ordinance is deficient in both process and substance.**

- *Draft amendments are being submitted by me to amend Senate Bill 224 to authorize the collection of a combined emergency services fee and setting forth procedures that mirror the Fire Board Act as set out above. I respectfully request that the Commission ask our state delegation to seek enactment of the proposed amendment.*
- *With respect to substance, I make the following comments.*
- *The draft proposal would staff only Firefighter/EMT and Firefighter/Paramedic positions. It makes no provision for existing EMTs and Paramedics, but budgets \$91,000 for their retraining.*
- *This puts the proverbial cart before the horse.*

- Some EMTs and Paramedics may not want to become firefighters
- Some current employees might not be able to pass rigid physical strength, agility, aerobic fitness, psychological and background checks which should and must be performed before training for existing or new hires are placed on duty.
- The combined circumstances outlined above indicate an intent by JCESA management to “grandfather” employees into job descriptions that never previously existed.
- Cost estimates should be sought from career services in Loudoun, Fairfax, Arlington, Montgomery or other jurisdictions to perform such testing on a contract basis. This puts screening on a blind testing basis by disinterested parties to ensure qualification to a standard.

3. Senate Bill 224 should be amended to specifically provide for the imposition of a combined emergency services fee; for use of the more rigorous public involvement of the Fire Board Act; and for making such combined fees a lien on real property.

- JCESA’s *burgeoning administrative hierarchy demonstrates that JCESA management has perfected the concept of a self-feathering nest. The proposed Business Manager and associated support positions (and the budget therefore) should be eliminated.*
- The Sheriff’s tax office is fully capable of billing combined fees and, if the fees constitute a lien on real property, there is no need for a collection staff.
- Talk of the Business Manager position expanding to include grant writing and other unspecified activities indicates that “mission creep” is taking place even before the staff is hired. This should be nipped in the bud at the outset.
- The citizens of Jefferson County cannot afford yet another burgeoning bureaucracy.
- In addition to staff for the Business Manager’s office, the revised JCESA Budget proposal calls for hiring nine Firefighter/EMTs and/or Firefighter/Paramedics.
- **This creates a legislative mandate for all of these positions that is binding on future Commissions. Such positions should never be put in an ordinance. They belong in an annual budget request.**

Cindy Schott

From: ToddMetzgar@aol.com
Sent: Saturday, May 25, 2013 8:56 AM
To: info@jeffersoncountywv.org
Subject: Please vote NO to the JCESA fee!

To the Jefferson County Commission:

I attempted twice to use the "contact form" on the Jefferson County Commission website, but it did not work. So, I am writing to this email address in hopes that it finds the appropriate person.

I am writing in regards to the proposal by the Jefferson County Emergency Services Agency (JCESA).

Please do not add more fees (taxes) to the burdened residents of Jefferson County. Very few counties in West Virginia hold such a fee. And, even fewer at the cost level proposed for Jefferson County. How do they function for these same emergency services, while those counties do not even have the extra millions in revenue that our county has from the Charles Town Casino?

Since the JCESA has been created, it appears from my view of the budget that emergency services expenses have skyrocketed.

If the expenses for emergency services are justified and actual cost reductions cannot be found in the emergency service's budget (which is very debatable given the reality of other counties across West Virginia and our county's extra revenue from gambling and impact fees), then Jefferson County should prioritize better. Emergency services funding should take precedent over amenities or "goodwill" spending in the budget.

In any case, the burden placed on the shoulders of struggling taxpayers and families should not be increased.

I hope that you will vote no to adding this fee or extra taxation onto the citizens that you represent.

Montani Semper Liberi,
Todd Metzgar
Harpers Ferry, W.Va.

Cindy Schott

From: fberrymorgan@aol.com
Sent: Wednesday, May 29, 2013 10:44 AM
To: dkeyser@jeffersoncountywv.org; sandy@jeffersoncountywv.org;
nhosby@jeffersoncountywv.org
Subject: Fwd: ESA Fee

Hi Debbie, Sandy and Nichelle,

Hello from Martinsburg!

Just forwarding this, which was sent to me in error, to make sure you receive it!

I will direct the gentleman to Commissioner Tabb.

Thanks. ---Frances

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

From: Chris Anders <chris.anders@campaignforliberty.com>
To: pnoland <pnoland@jeffersoncountywv.org>; dmanuel <dmanuel@frontiernet.net>; fberrymorgan <fberrymorgan@aol.com>; walterpellish <walterpellish@mac.com>; Lyn Widmyer <lynwidmyer@gmail.com>
Sent: Wed, May 29, 2013 10:31 am
Subject: ESA Fee

Commissioners,

Unfortunately I was out of town last week and could not attend the public hearing on the proposed ESA fee.

But I wanted to express my total opposition to the proposal.

When you figure in everything from income tax, phone tax, vehicle fees and taxes, property taxes and fees on just about everything, Jefferson County Residents probably come close to spending 50% of their income on such.

Raising that even by \$50 per person is a huge mistake.

Many families are barely breaking even in this economy, and adding an increased burden on them, will impact not only them, but their children.

It is time the government learns to live within its means, like our families have to.

Residents of Jefferson County can do without all the parks and play places for tourists, not to mention bike trails, and moving into the election year of 2014, the last thing any elected official would want to face is the fact they voted for increased theft of the property of their constituents.

For that will be on every single slim jim, robo-call and flyer that goes out during the election season.

And if the fee is approved, there will be plenty of the above, that I can promise.

This is not Montgomery County Maryland, nor is it Londoun County Virginia.

This is Jefferson County West Virginia, named after our 3rd President, who embraced life, liberty and property. And the private ownership of all three.

An ESA fee would be nothing less than theft, theft the citizens will not be able to afford, especially when the so called new health care law raises the cost of health insurance of the working class by almost 35% in our state.

It is time to tighten the belt, it is time to live within your current budget, period.



Jefferson County Development Authority

Board of Directors
2012-2013

Mark Dyck
President

Howard Mills
Vice President

Eric J. Lewis
Secretary/Treasurer

Mike Chapman
Joe Cosentini
Helen Dettmer
Chuck Ellison
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Joshua Householder
Debra Lee Hovatter
P. David Mills
Walter Pellish
James A. Tolbert
Karan Townsend
John Reisenweber
Executive Director

PO BOX 237
CHARLES TOWN
WV 25414

304.728.3255
304.725.3133 fax

www.JCDA.net

May 23, 2013

Commissioner Dale Manuel, President
Jefferson County Commission
P. O. Box 250
Charles Town, WV 25414

Dear Commissioner Manuel,

On behalf of the Jefferson County Development Authority (JCDA) and the business community, I am writing to express our collective concerns over the newly proposed EMS fee for the county. We have heard from businesses who are very concerned about the impact of this fee. The calls have come from our small business owners as well as our county's largest employers. It is important that their concerns be considered in this critical decision.

While we support the concept of an EMS fee to protect the community, we believe that it must be reasonable, fair, and based on metrics that reflect the call patterns, call volumes, and the true costs of providing the service. The current proposal does not accomplish these important objectives.

The JCDA has identified several issues that should be addressed before this fee can be effectively implemented. We would also like to offer our assistance in solving these issues by working with local businesses and JCESA to devise a fee structure that is fair, reasonable and truly reflective of the cost to provide the service.

While this is not an exhaustive list of the issues we have identified in the current proposal, the JCDA would like to point out some of them in this letter. For example, we do not support a fee based in square footage for residential structures or commercial structures. Based on conversations with JCESA over the last few days, JCESA did revise their proposed fee for businesses in excess of 100,000 square feet. Although this is appreciated, it only further illustrates that no methodology or set of metrics were used to justify the proposed fee structure. We also question the square footage basis used for residential structures. Does it really cost more to transport a patient who lives in a large house versus a small house? Again, we suggest a measurable basis for establishing the fee. The JCDA also has questions about how apartments, home-based businesses, farms and barns will be assessed for the fee.

The JCDA is also concerned about the imposition of the EMS fee in addition to the current impact fees in the County. While the County Commission has worked with the JCDA to lower commercial impact fees, we are concerned that the reduction may be offset with an EMS fee. The EMS fee will be part of the overall fee structure that exists in the county, and consideration must be given to how the combination of these fees will impact businesses and residents.

In closing, the JCDA supports the concept of an EMS fee. However, we believe that it should be fair, equitable, and reflective of the true costs of providing the service. Furthermore, we have also pointed out several issues that need additional attention before implementation. Finally, we suggest that other stakeholders, particularly the business community, be involved in crafting a fee that is fair to everyone while also accomplishing the objective of having a first rate EMS system.

Sincerely,

Mark Dyck, Board President
Jefferson County Development Authority

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

The County Commission of Jefferson County will hold a public hearing on Thursday, May 23, 2013 at 7:00 p.m. in the County Commission meeting room located at the Old Charles Town Library, 200 East Washington Street, Charles Town, WV 25414.

At this meeting, there will be public input on the Draft Fee Ordinance proposed by the Jefferson County Emergency Services Agency.

Anyone wishing to provide written or oral comment may do so at this meeting or send comments to info@jeffersoncountywv.org.

No decisions will be made at this meeting.

By Order of the County Commission of Jefferson County
Dale Manuel
President

JEFFERSON COUNTY COMMISSION
PUBLIC HEARING - JEFFERSON COUNTY EMERGENCY SERVICES
AGENCY - PROPOSED DRAFT FEE ORDINANCE
CHARLES TOWN LIBRARY
MAY 23, 2013- 7:00 P.M.
SIGN IN SHEET

NAME	ADDRESS	EMAIL
✓ 1 Phanna Kratochvil	79 Cool Spring Py Charles Town WV	
2 Ross Morgan	80 v	
✓ 3 Robert Leeper	433 Shadowhawk Ln Kearneysville WV	
✓ 4 Bob Atchison	654 Woodcliff Rd CT	
✓ 5 Doug Rockwell	Box 727 Charles Town WV	
✓ 6 Bill Smith	294 Luthen Farm Ad. Shenandoah Junction	
✓ 7 Christie Leeper	433 Shadowhawk	
8 Jen Amick	215 E. 10th Ave Ranson	
9 Rob Amick	..	
✓ 10 Debbie Royalty	199 Brannon Ln. Charlestown	
11 PETER ONOSZKO	13 NW 32/37 CT CHARLES TOWN, WV 25414	
✓ 12 PAUL ROSA	19 HICKORY TREE CT #108 CHARLES TOWN, WV 25414	
✓ 13 AJ Myers	47 Myers Lane	
✓ 14 MARK DYCIK	53 BULLSKIN ST. CHARLES TOWN	

✓ 15	Rachel Luke	315 Jays Lane Charles Town, WV	
✓ 16	Tamra Trafford	P.O. Box 3080 Shepherdstown, WV	
✓ 17	Don ENGLE	CHARLES TOWN WV	
✓ 18	Will Dault	Shephst., WV	
19	Jane Brazier	CHARLES TOWN	
20	Scott Brazier	Charles Town	
✓ 21	David TABB	Harper Ferry	
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EMS Response Times from National Database

Apr 14th, 2011 | By [admin](#) | Category: [Response Times](#), [Studies](#)

Cardiac Arrest Elapsed Patient Care Times By Agency Type*

A National EMS Database Report

States Submitting Data:

AK 0%, AL 5%, AR 2%, CO 4%, FL 14%, HI 1%, IA 2%, ID 1%, KS 0%, ME 2%, MI 8%, MN 4%, MO 1%, MS 2%, NC 16%, ND 0%, NE 1%, NH 1%, NJ 9%, NM 3%, NV 0%, OK 4%, SC 12%, SD 0%, UT 2%, WV 4% †

Date Range:

Quarter: 1 Year: 2010

Record Selection:

911 Response Time (Unit Notified by Dispatch Time until Unit Arrives at Scene Time) using Lights and Sirens. Cardiac Arrest (E11_01)= "Yes", Prior/After EMS Arrival

Total Chart Sample:

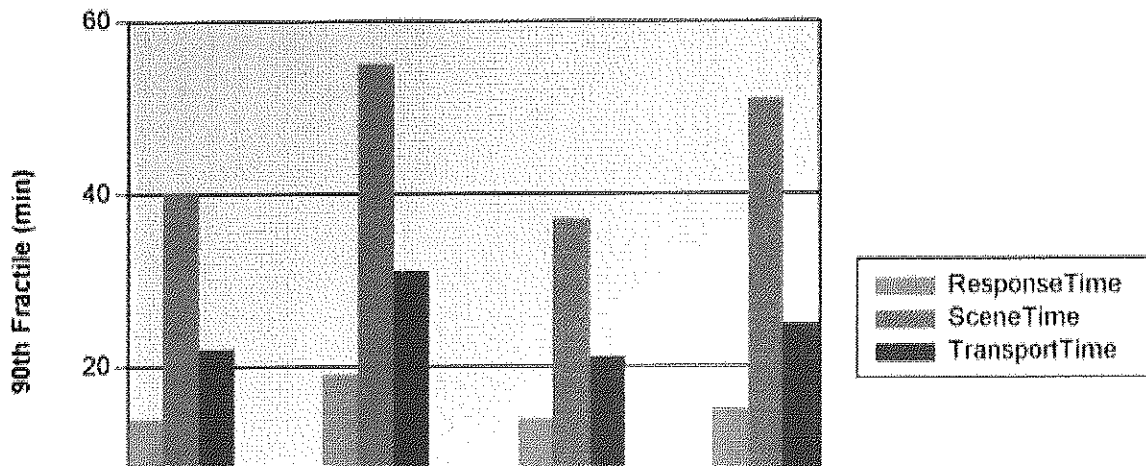
16,306

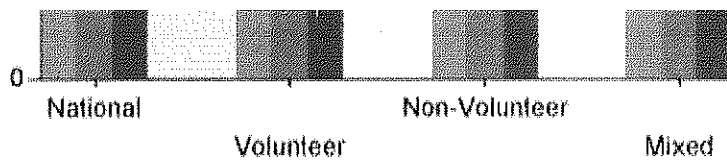
of

13,896,517

(total database population)

90th Fractile Cardiac Elapsed Time By Agency Type





The following table provides added statistical descriptions of the information used to create the chart labeled: Cardiac Arrest Elapsed Patient Care Times By Agency Type.

EMS Organization	Total Events	†Patient Care Times	Average	90th Fractile
National				
	15140	ResponseTime	0:08:04	0:14:00
	11151	SceneTime	0:24:09	0:40:00
	9519	TransportTime	0:11:31	0:22:00
Volunteer				
	554	ResponseTime	0:09:57	0:19:00
	432	SceneTime	0:27:46	0:55:00
	339	TransportTime	0:16:02	0:31:00
Non-Volunteer				
	12305	ResponseTime	0:07:56	0:14:00
	8804	SceneTime	0:23:17	0:37:00
	7735	TransportTime	0:11:05	0:21:00
Mixed				
	2281	ResponseTime	0:08:15	0:15:00
	1915	SceneTime	0:27:19	0:51:00
	1445	TransportTime	0:12:47	0:25:00

Footnotes:

* Refer to the linked document for detailed specifications associated with this report:

Cardiac Arrest Elapsed Patient Care Times by Organization Type report specifications

† Proportions represent the data contribution of each state to this specific sample. Also, states vary in the inclusion criteria used to populate EMS Data Sets. Please see the NEMSIS website for a description of differences in state EMS database composition.

‡ For the purposes of charting, all elapsed patient care times that were negative, zero, or greater than 24 hours were removed. Overall, the following % of records were excluded from the analysis:

Cardiac Arrest Elapsed Patient Care Times by Organization Type

National EMS Database Report Specification

Purpose

This report describes national EMS elapsed times for several common response intervals among patients presenting with (or experiencing) a cardiac arrest by type of EMS organization.

Definitions

1. **Type of EMS Organization:** Common EMS organizational types are divided into 3 groups based on reimbursement for EMS treatment rendered. The terms used are general in nature and are for National EMS Database Reports only. Terms do not reflect state or agency terminology. For more descriptive definitions, contact individual participating states or EMS agencies. The groups are divided as follows:

Volunteer: A volunteer agency employs properly trained individuals and operates an emergency response vehicle to or from the scene of an emergency and/or renders emergency medical treatment on a volunteer basis.

Non-Volunteer: A non-volunteer agency employs properly trained individuals and operates an emergency response vehicle to or from the scene of an emergency and/or renders emergency medical treatment and seeks reimbursement for services offered.

Mixed: A mixed agency includes a core of compensated employees who are supported by true volunteer personnel.

2. Average Value: The average is the sum (total amount) of all of the numbers divided by the number of items for a specific measurement.

3. 50% Fractile (Median) Value: The number in the middle of the distribution of numbers. It is the point such that half of the numbers fall below and half above.

4. 90% Fractile Value: The value or measurement at which 90% of all events occur. This is typically used in time measurements to better standardize performance across systems.

5. Lights and Sirens: A lights and sirens, emergent response to or from an EMS event.

6. No Lights and Sirens: A normal traffic speed response (no lights and sirens) to or from an EMS event.

7. Cardiac Arrest Event: Indication of the presence of a cardiac arrest at any time prior to (or after) EMS arrival.

Exclusions/Limitations

For the purposes of charting, all elapsed patient care times that were negative, zero, or greater than 24 hours were removed. These records were removed prior to stratification by cardiac arrest events. The actual number of excluded cases will vary based upon the date range specified for each chart (see specific chart footer for number of excluded cases).

Page 2 of 2

Tags: [AL](#), [CO](#), [EMS](#)

Leave a Comment

Name

Mail (will not be published)

Website

May 23rd Hearing

Handouts for

Commissioners



REVISED May 21, 2013
Approved by JCESA Board

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

419 Sixteenth Avenue
Ranson, WV 25438
E-mail – jcesa@jcesa.org
Telephone – 304-728-3287

JEFFERSON COUNTY SPECIAL EMERGENCY AMBULANCE SERVICE FEE ORDINANCE

SECTION 1 - LEGISLATIVE AUTHORITY

This Ordinance concerns the imposition and collection of a special emergency ambulance service fee and is adopted under the authority of Chapter 7, Article 15, Section 17, of the Code of West Virginia, as amended.

SECTION 2 - PURPOSE

This Ordinance is enacted by the Jefferson County Commission for the purpose of providing career Fire Fighter/Paramedics and Fire Fighter/EMTs to staffing and maintaining an adequate emergency ambulance system within the geographic boundaries of Jefferson County, West Virginia. An adequate emergency ambulance system is necessary to promote the health and welfare of the citizens of Jefferson County and reduce property loss. Emergency ambulance service is a public purpose and a responsibility of government for which public money may be spent.

SECTION 3 - DEFINITIONS

RESIDENTIAL UNIT – Means any place of residence, whether occupied or unoccupied, as classified by the records of the Jefferson County Assessor, including, but not limited to, single-family homes, duplexes, vacation and secondary homes, mobile homes, apartments, rental units, and personal care facilities. In the case of a structure which contains multiple dwelling units, such as duplexes and apartments, each apartment unit or duplex unit shall be deemed to be a separate residential unit.

COMMERICAL UNIT – Means any place of business including hotel/motel, industrial/warehouse, institutional, nursing homes as classified by the records of the Jefferson County Assessor.

OWNER – Means the person, firm or corporation listed in the records of the Jefferson County Assessor possessing exclusive rights and control of a property.

USER – Means any person, firm or corporation to whom emergency ambulance transport service is made available.

EMERGENCY AMBULANCE SYSTEM – Any emergency ambulance service provided pursuant to this ordinance including fire and ambulance.

SPECIAL EMERGENCY AMBULANCE SERVICE FEE – Means the fee imposed by the Jefferson County Commission through this Ordinance and collected from the users of emergency ambulance service within Jefferson County.

SECTION 4 - RATES

The Special Emergency Ambulance Service Fee imposed under this Ordinance shall be for emergency ambulance service provided for a Jefferson County Fiscal Year July 1 to June 30. The Special Emergency Ambulance Service Fee established by this Ordinance shall depend upon the total square footage of the building as set forth below:

	<u>Square Feet</u>	<u>Amount</u>
(a) Residential	0-1,600	\$55.00
	1,601-3,000	\$75.00
	3,001 +	\$85.00
(b) Commercial	0-2,500	\$115.00
	2,501-7,500	\$215.00
	7,501-20,000	\$520.00
	20,001-35,000	\$995.00
	35,001-50,000	\$1,270.00
	50,001-75,000	\$1,520.00
	75,001-100,000	\$2,220.00
	Over 100,000	\$2,200.00 plus \$.0030 per sf Over 100K

Said fee may be adjusted annually upon approval of the Jefferson County Commission. The fee shall be the responsibility of the owner of the unit.

The Fee imposed under this ordinance shall be due and payable September 30 of each year. The Fee assessed and levied under the provisions of the ordinance shall be a debt due the Jefferson County Emergency Services Agency and shall be a personal obligation of the owner of the unit. Failure to pay the fee by the due date will result in delinquent status. Delinquent fees may be, at the discretion of JCESA recovered by the JCESA through civil action filed in a court of competent jurisdiction. Such suit need not be brought in the same

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY
Page 3

fiscal year the fee was billed. In any suit for collection of delinquent fees, the JCESA is authorized to recover its court costs and attorney's fees and costs.

For accounts paid on or after October 1 through December 31 the fee shall increase by 15 percent. For accounts paid on or after January 1 through March 31, the fee shall increase again by 15 percent. A summary follows:

Unit Type	If Paid On or Before September 30	If Paid On or After October 1 to December 31	If Paid On or After January 1 to March 31
	Full Year	Full Year	Full Year
Residential	55	63	73
	75	86	99
	85	98	112
Commercial	115	132	152
	215	247	284
	520	598	688
	995	1,144	1,316
	1,270	1,461	1,680
	1,520	1,748	2,010
	2,220	2,553	2,936
	2,220+	2,553+	2,936+

If any person believes he or she is erroneously charged an emergency service fee, the JCESA shall provide, upon the person's request, an exoneration form. The form shall be completed and returned to the JCESA no later than September 30 of the Fiscal Year for which the fee applies. The JCESA shall, within a reasonable time, cause to be investigated any request for exoneration. The JCESA shall, at its next regular meeting after completion of the investigation, make and communicate to the County Commission its recommendation regarding the exoneration. If good cause for exoneration is found by the County Commission, said Commission shall exonerate or modify any or all imposed charges, and shall notify the person in writing of its actions. If the Commission does not exonerate or modify as requested by the applicant, an appeal may be filed with the Circuit Court of Jefferson County.

This ordinance shall be published once a week for two successive weeks in a qualified newspaper published in this county.

SECTION 5 - RATE INCREASES

The service of ambulance protection shall be continued, maintained, and improved by the Jefferson County Emergency Services Agency at the charge and expense of the owners of all residential and commercial units within the county. The fees shall be imposed, assessed and collected as set forth in this Ordinance. In the event the JCESA determines an increase in the fee imposed by this ordinance is necessary, it shall, by resolution, request the County Commission for such an increase. Procedures set for in Article 15, Chapter 7, Section 17 of the Code of West Virginia for the initial levy of such a fee shall be followed by the County Commission in the event an increase is sought.

SECTION 6 - EFFECTIVE DATE

This Ordinance shall become effective June 30, 2013. The fee assessed and levied by this ordinance shall be for services rendered from July 1, 2013 to June 30, 2014, and each fiscal year thereafter.

SECTION 7 - MANAGEMENT OF PROCEEDS

The proceeds from the imposition and collection of the Special Emergency Ambulance Service Fee shall be deposited in a special fund and used only to pay reasonable and necessary expenses actually incurred and the cost of buildings and equipment used in providing emergency ambulance service to residents of Jefferson County. The proceeds may be used to pay for, in whole or in part, the establishment, maintenance and operation of the Jefferson County Emergency Services Agency including the hiring of Fire Fighter/Paramedics and Fire Fighter/EMTs, as provided for in Senate Bill 224 (passed March 8, 2008), and Article 15, Chapter 7 of the West Virginia Code. Proceeds not expended in a given Fiscal Year will be maintained in the special fund and may be used in subsequent Fiscal Years as necessary.

SECTION 8 - BUDGET DEVELOPMENT

The Jefferson County Emergency Services Agency shall hold an annual public hearing for the purpose of receiving written or oral public comments pertaining to the operations of the JCESA within Jefferson County. This public hearing shall be advertised as a Class II legal advertisement in local newspapers within the County.

The required public hearing shall be held in conjunction with the regular January Board of Directors meeting in order to provide JCESA sufficient time to consider any improvements or changes in services and to account for said changes when submitting the annual budget request to the Jefferson County Commission.

In conjunction with the submission requirements of the Commission, JCESA shall prepare a regular JCESA budget for County Funds and shall prepare a supplemental budget detailing the upcoming Fiscal Year projections for the special emergency ambulance fund. The Board of Directors shall make recommendations to the County Commission regarding the need to change or maintain the rates charged for the upcoming year.

SECTION 9 - DATA USED FOR ASSESSMENT OF FEES

Upon completion of the annual budget for the Fund, JCESA shall request the Assessor to provide it with a list of all residential and commercial units and commercial square footage within the county to be utilized as the data base for billing the Special Emergency Ambulance Service Fee commencing the following July 1. Each residential and commercial unit shall have an account established in the name of the owner of that unit and a bill in the amount of the fee shall be delivered to that unit by US Postal Service on or after July 1 of the Fiscal Year. The Assessor will further provide monthly updates to JCESA so that the database can be maintained on a current basis.

SECTION 10 - COLLECTION OF DELINQUENT ACCOUNTS

In mid-January, letters shall be sent to all delinquent accounts as a status reminder including a notice that delinquent accounts will be submitted for collection. On or about April 1, all delinquent accounts at that point shall be submitted for collection by either internal or external agencies.

Owners of residential and commercial units will be responsible for reporting to JCESA incorrect billing information to avoid collections.

SECTION 11 - BUSINESS MANAGER AND POSITIONS

JCESA will appoint a Business Manager to manage the Fund who will report to the JCESA Director and Board of Directors and manage the day-to-day operations of billing and collection of the Fee. Funds will be allocated in the annual budget to pay reasonable and necessary expenses of running a business office in addition funds will be allocated to hire nine (9) Fire Fighter/Paramedics and Fire Fighter/EMTs.

SECTION 12 - AMENDMENTS AND SEVERABILITY

This Ordinance may, from time to time, be amended by a majority of the members of the County Commission as they deem it necessary and appropriate.

If a court of competent jurisdiction declares any provision of this Ordinance to be void, invalid or ineffective in whole or in part, the effect of such decisions shall be limited to those provisions which are expressly declared to be void, invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully enforceable and effective.

This Ordinance shall become effective on June 30, 2013.

Approved by

DRAFT

Good evening

My name is Doug Pittinger, I have been the Director of Jefferson County Emergency Services Agency (JCESA) since January of 2010. Thank you for the opportunity to say a few words tonight before we hear from the public, JCESA Board/Staff and the County Commission.

As stated, I am the Director and our Deputy Director is Ed Hannon. We both have extensive training in fire and emergency medical services with over fifty (50) years jointly in career departments. We have sixty three (63) years jointly in the volunteer fire departments in Jefferson County between us. We are here to tell you that Jefferson County is at the point we must move forward in order meet the ever increasing demands of emergency services that this county has on a daily basis. We feel a mutually agreed upon partnership has to be created to meet the needs of the citizens of Jefferson County in their time of emergency.

On the Fire side, the County Fire Chiefs as a group came forward eight years ago and said they needed help. Jefferson County volunteer fire department demands are increasing and they had that vision. A majority of our residents seek employment outside of Jefferson County and just are not here to fill the role of volunteer firefighter/EMT and/or firefighter/paramedic. Volunteerism is on a decline across the nation and in all groups. We see this trend countywide in many organizations.

I am here tonight to present briefly our solution for the public, and that is to bring career firefighter/EMT and firefighter/paramedic to Jefferson County. Our proposal is to add nine dual certified personnel to JCESA. These personnel would be added as you see in our first chart to various volunteer fire stations. All current staff would become dual certified as well during this process. We are also adding personnel JCESA Station 11 to provide additional twenty-four (24) hour coverage. The JCESA Station 11 is centrally located in the County and gives us a 360 ° pivot point from which to respond to every corner of the County whether it's a medical emergency in Charles Town, a motor vehicle crash with injuries on

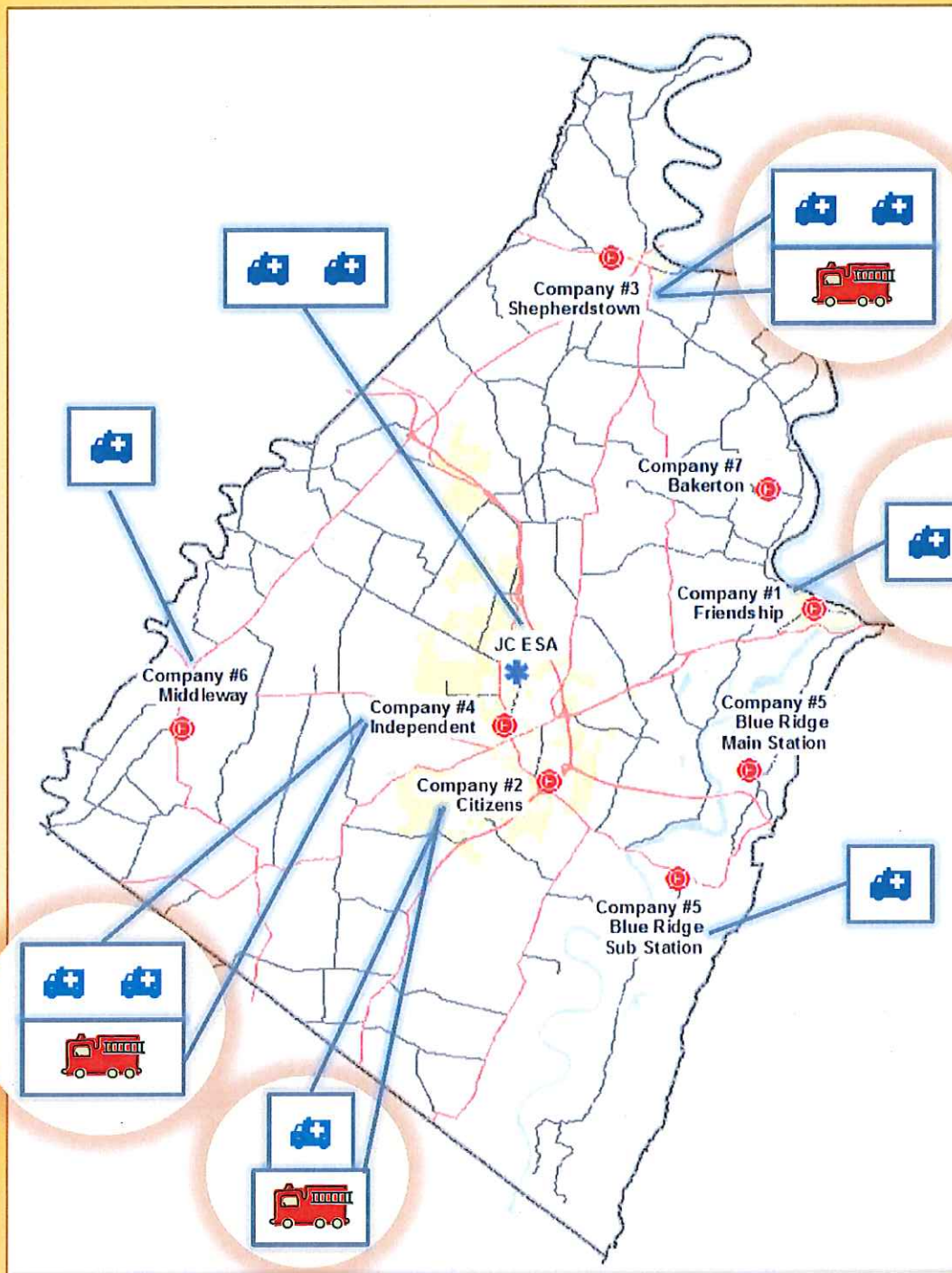
the Blue Ridge or a cardiac arrest in Shepherdstown. We can divert and redirect 24 hours a day. Again, the biggest advancement will be dual certification. Our JCESA staff will be equally able to staff a fire engine as well as an ambulance.

Our second chart shows the volunteer stations where we believe JCESA staffing can staff a fire engine at a minimum level. In other stations, JCESA staffing could augment volunteer personnel to staff a fire engine.

Another area where we have received suggestions for consideration is in regards to the Business Office this proposed ordinance requires us to establish. We based our design on other County's and have reviewed this with the Sheriff and Chief Deputy Tax Collector in Jefferson County. The conclusions of the experts in the field are that the cost will be the same whether it is operated from the County Tax Office or from JCESA.

Thank you for your time and upcoming comments in regard to the draft ordinance being discussed tonight.

Potential Operational Enhancements



Proposed Change

What the Fee Will Provide

Current Location and Staffing	Proposed New Positions	Total by Location
Friendship Fire Co. Harpers Ferry 1 EMT M-F 8a-6p	1 FF/Paramedic M-F 7a-7p	(2) 1 FF/EMT 1 FF/Paramedic
Citizens Fire Co. Charles Town 1 Paramedic Th-M 10p-8a	1 FF/EMT M-F 7a-7p	(2) 1 FF/EMT 1 FF/Paramedic
Shepherdstown Fire Dept. Shepherdstown 1 Paramedic M-Su 6a-6p	2 FF/EMT M-Su 7a-7p	(3) 2 FF/EMT 1 FF/Paramedic
Independent Fire Co. Charles Town 1 Paramedic M-Su 6a-6p	1 FF/EMT M-F 7a-7p	(2) 1 FF/EMT 1 FF/Paramedic
Blue Ridge Mountain Fire Co. 1 EMT M-F 8a-6p	1 FF/Paramedic M-F 7a-7p	(2) 1 FF/EMT 1 FF/Paramedic
Middleway Volunteer Fire Co. 1 EMT M-F 6a-4p		(1) 1 FF/EMT
Bakerton Fire Co. None	1 FF/EMT M-F 7a-7p	(1) 1 FF/EMT
Station 11, JCESA 1 Paramedic 24/7 1 EMT 24/7 1 EMT Noon-10p Sa & Su	1 FF/Paramedic M-Su 7a-7p 1 FF/EMT M-Su 7a-7p	1 Paramedic 24/7 1 EMT 24/7 1 EMT Noon-10p Sa & Su 1 FF/Paramedic & EMT M-Su 7a-7p



PUBLIC HEARING

May 23, 2013, 7:00pm in the County Commission Meeting Room, located in the basement of the Charles Town Library.

ORDINANCE

The Ordinance is available on-line at jeffersoncountywv.org under Public Hearings or at jcesa.org under the Files Tab.

Residential

Square Feet	Amount
0-1,600	\$55.00
1,601-3,000	\$75.00
3,001+	\$85.00

Commercial

Square Feet	Amount
0-2,500	\$115.00
2,501-7,500	\$215.00
7,501-20,000	\$520.00
20,001-35,000	\$995.00
35,001-50,000	\$1,270.00
50,001-75,000	\$1,520.00
75,001-100,000	\$2,220.00
Over 100,000	\$2,200.00 + \$.0030 per sf Over 100K



Jefferson County Emergency Services Agency

419 Sixteenth Avenue
Ranson, WV 25438

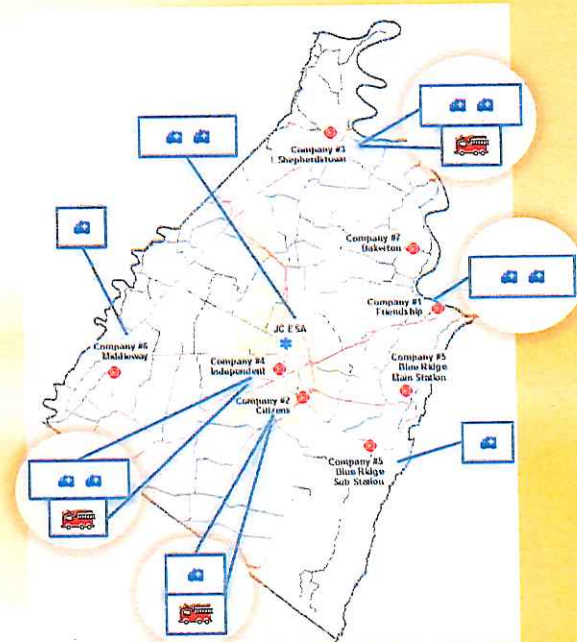
Phone: 304-728-3287

Fax: 304-728-6221

www.jcesa.org

EMERGENCY SERVICE FEE

Emergency Services In Jefferson County, West Virginia



PURPOSE

The purpose of the ordinance is to allow the imposition and collection of a special fee called the Emergency Services Fee to be utilized by the Jefferson County Emergency Services Agency (JCESA) to staff and maintain an adequate emergency services system that includes personnel who are dual certified in Fire and EMS at all Fire Stations throughout the County.

WHY MAKE THE CHANGE

In order to address the growing workload, complexity and higher than acceptable response times to EMS calls; and the countywide problem of inadequate daytime volunteer staffing on the Fire side, Jefferson County Emergency Services Agency proposes to place additional dual certified Fire/EMS personnel at seven locations.

RATES

The rates are graduated beginning at \$55.00 for residential and \$115.00 for commercial (these rates are in the ordinance). The procedure utilized to collect the fee will be similar to that utilized by the Tax Office in that bills will be sent out in July and payments due to the JCESA by September 30. The fee will generate proceeds of \$1,684,905.

MANAGEMENT OF PROCEEDS

All receipts will be entered into an Emergency Services Fee system and provided to the Tax Office for verification and deposit on a daily basis. A report and public hearing will be held annually. An annual budget will be submitted to the County Commission for approval.

DATA USED FOR ASSESSMENT OF FEES

The data utilized will be from the Assessors annual land record documents and will be updated each fiscal year.

BUDGET

- 9 New dual certified FF/EMS personnel.....\$1,032,297
- Train & Equip Existing Full-time & Part-time personnel.....\$91,200
- Increase payment to Fire Company's from \$61K to \$110K..... \$343,000
- 2 New positions for Business Office and Software \$188,407
- Total \$1,654,904**

LOCATIONS OF NEW POSITIONS

- Friendship Fire Co.
Harpers Ferry.....1 FF/Paramedic
- Citizens Fire Co.
Charles Town.....1 FF/EMT
- Shepherdstown Fire Dept. 2 FF/EMT
- Independent Fire Co.
Charles Town.....1 FF/EMT
- Blue Ridge Mountain Fire Co.
.....1 FF/Paramedic
- Middleway Volunteer Fire Co.
- Bakerton Fire Co.....1 FF/EMT
- Station 11, JCESA1 FF/Paramedic
.....1 FF/EMT

WHAT IS DUAL CERTIFICATION?

Dual Certification requires a person to be certified in both Firefighting and Emergency Medical Services. Certification includes, but is not limited to: Firefighter I, II, III, Pump Operator, Aerial Operator, Hazardous Materials, Emergency Medical Technician-Basic, and Paramedic. Many of these certifications require continuous training to maintain current level of certification. A person possessing Dual Certification can operate on a fire ground, hazardous materials incident or emergency medical incident.



REVISED May 16, 2013

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

419 Sixteenth Avenue
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Telephone – 304-728-3287
Fax – 304-728-6221

JEFFERSON COUNTY SPECIAL EMERGENCY **AMBULANCE** SERVICE FEE ORDINANCE

SECTION 1 - LEGISLATIVE AUTHORITY

This Ordinance concerns the imposition and collection of a special emergency **ambulance** service fee and is adopted under the authority of Chapter 7, Article 15, Section 17, of the Code of West Virginia, as amended.

SECTION 2 - PURPOSE

This Ordinance is enacted by the Jefferson County Commission for the purpose of **providing career Fire Fighter/Paramedics and Fire Fighter/EMTs to** ~~staffing and maintaining~~ an adequate emergency **ambulance** system within the geographic boundaries of Jefferson County, West Virginia. An adequate emergency **ambulance** system is necessary to promote the health and welfare of the citizens of Jefferson County **and reduce property loss**. Emergency **ambulance** service is a public purpose and a responsibility of government for which public money may be spent.

SECTION 3 - DEFINITIONS

RESIDENTIAL UNIT – Means any place of residence, whether occupied or unoccupied, as classified by the records of the Jefferson County Assessor, including, but not limited to, single-family homes, duplexes, vacation and secondary homes, mobile homes, apartments, rental units, and personal care facilities. In the case of a structure which contains multiple dwelling units, such as duplexes and apartments, each apartment unit or duplex unit shall be deemed to be a separate residential unit.

COMMERICAL UNIT – Means any place of business including hotel/motel, industrial/warehouse, institutional, nursing homes as classified by the records of the Jefferson County Assessor.

OWNER – Means the person, firm or corporation listed in the records of the Jefferson County Assessor possessing exclusive rights and control of a property.

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY
Page 2

USER – Means any person, firm or corporation to whom emergency ambulance transport service is made available.

EMERGENCY AMBULANCE SYSTEM – Any emergency ambulance service provided pursuant to this ordinance including fire and ambulance.

SPECIAL EMERGENCY AMBULANCE SERVICE FEE – Means the fee imposed by the Jefferson County Commission through this Ordinance and collected from the users of emergency ambulance service within Jefferson County.

SECTION 4 - RATES

~~Each~~The Special Emergency Ambulance Service Fee imposed under this Ordinance shall be for emergency ambulance service provided for a Jefferson County Fiscal Year July 1 to June 30. The Special Emergency Ambulance Service Fee established by this Ordinance shall depend upon the total square footage of the building as set forth below:

	<u>Square Feet</u>	<u>Amount</u>
(a) Residential	0-1,600	\$ 55.00
	1,601-3,000	\$ 75.00
	3,001 +	\$ 85.00
(b) Commercial	0-2,500	\$ 115.00
	2,501-7,500	\$ 215.00
	7,501-20,000	\$ 520.00
	20,001-35,000	\$ 995.00
	35,001-50,000	\$1,270.00
	50,001-75,000	\$1,520.00
	75,001-100,000	\$2,220.00
	Over 100,000	\$2,200 plus .30 per sf Over 100K

Said fee may be adjusted annually upon approval of the Jefferson County Commission. The fee shall be the responsibility of the owner of the unit.

The Fee imposed under this ordinance shall be due and payable September 30 of each year. The Fee assessed and levied under the provisions of the ordinance shall be a debt due the Jefferson County Emergency Services Agency and shall be a personal obligation of the owner of the unit. Failure to pay the fee by the due date will result in delinquent status. Delinquent fees may be, at the discretion of JCESA recovered by the JCESA through civil action filed in a court of competent jurisdiction. Such suit need not be brought in the same

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

fiscal year the fee was billed. In any suit for collection of delinquent fees, the JCESA is authorized to recover its court costs and attorney's fees and costs.

For accounts paid on or after October 1 through December 31 the fee shall increase by 15 percent. For accounts paid on or after January 1 through March 31, the fee shall increase again by 15 percent. A summary follows:

Unit Type	If Paid On or Before September 30	If Paid On or After October 1 to December 31	If Paid On or After January 1 to March 31
	Full Year	Full Year	Full Year
Residential	55	63	73
	75	86	99
	85	98	112
Commercial	115	132	152
	215	247	284
	520	598	688
	995	1,144	1,316
	1,270	1,461	1,680
	1,520	1,748	2,010
	2,220	2,553	2,936
	2,220+	2,553+	2,936+

If any person believes he or she is erroneously charged an emergency service fee, the JCESA shall provide, upon the person's request, an exoneration form. The form shall be completed and returned to the JCESA no later than September 30 of the Fiscal Year for which the fee applies. The JCESA shall, within a reasonable time, cause to be investigated any request for exoneration. The JCESA shall, at its next regular meeting after completion of the investigation, make and communicate to the County Commission its recommendation regarding the exoneration. If good cause for exoneration is found by the County Commission, said Commission shall exonerate or modify any or all imposed charges, and shall notify the person in writing of its actions. If the Commission does not exonerate or modify as requested by the applicant, an appeal may be filed with the Circuit Court of Jefferson County.

This ordinance shall be published once a week for two successive weeks in a qualified newspaper published in this county.

SECTION 5 - RATE INCREASES

The service of ambulance protection shall be continued, maintained, and improved by the Jefferson County Emergency Services Agency at the charge and expense of the owners of all residential and commercial units within the county. The fees shall be imposed, assessed and collected as set forth in this Ordinance. In the event the JCESA determines an increase in the fee imposed by this ordinance is necessary, it shall, by resolution, request the County Commission for such an increase. Procedures set for in Article 15, Chapter 7, Section 17 of the Code of West Virginia for the initial levy of such a fee shall be followed by the County Commission in the event an increase is sought.

SECTION 6 - EFFECTIVE DATE

This Ordinance shall become effective June 30, 2013. The fee assessed and levied by this ordinance shall be for services rendered from July 1, 2013 to June 30, 2014, and each fiscal year thereafter.

SECTION 7 - MANAGEMENT OF PROCEEDS

The proceeds from the imposition and collection of the Special Emergency Ambulance Service Fee shall be deposited in a special fund and used only to pay reasonable and necessary expenses actually incurred and the cost of buildings and equipment used in providing emergency ambulance service to residents of Jefferson County. The proceeds may be used to pay for, in whole or in part, the establishment, maintenance and operation of the Jefferson County Emergency Services Agency including the hiring of Fire Fighter/Paramedics and Fire Fighter/EMTs, as provided for in Senate Bill 224 (passed March 8, 2008), and Article 15, Chapter 7 of the West Virginia Code. Proceeds not expended in a given Fiscal Year will be maintained in the special fund and may be used in subsequent Fiscal Years as necessary.

SECTION 8 - BUDGET DEVELOPMENT

The Jefferson County Emergency Services Agency shall hold an annual public hearing for the purpose of receiving written or oral public comments pertaining to the operations of the JCESA within Jefferson County. This public hearing shall be advertised as a Class II legal advertisement in local newspapers within the County.

The required public hearing shall be held in conjunction with the regular January Board of Directors meeting in order to provide JCESA sufficient time to consider any improvements or changes in services and to account for said changes when submitting the annual budget request to the Jefferson County Commission.

In conjunction with the submission requirements of the Commission, JCESA shall prepare a regular JCESA budget for County Funds and shall prepare a supplemental budget detailing the upcoming Fiscal Year projections for the special emergency ambulance fund. The Board of Directors shall make recommendations to the County Commission regarding the need to change or maintain the rates charged for the upcoming year.

SECTION 9 - DATA USED FOR ASSESSMENT OF FEES

Upon completion of the annual budget for the Fund, JCESA shall request the Assessor to provide it with a list of all residential and commercial units and commercial square footage within the county to be utilized as the data base for billing the Special Emergency Ambulance Service Fee commencing the following July 1. Each residential and commercial unit shall have an account established in the name of the owner of that unit and a bill in the amount of the fee shall be delivered to that unit by US Postal Service on or after July 1 of the Fiscal Year. The Assessor will further provide monthly updates to JCESA so that the database can be maintained on a current basis.

SECTION 10 - COLLECTION OF DELINQUENT ACCOUNTS

In mid-January, letters shall be sent to all delinquent accounts as a status reminder including a notice that delinquent accounts will be submitted for collection. On or about April 1, all delinquent accounts at that point shall be submitted for collection by either internal or external agencies.

Owners of residential and commercial units will be responsible for reporting to JCESA incorrect billing information to avoid collections.

SECTION 11 - BUSINESS MANAGER AND POSITIONS

JCESA will appoint a Business Manager to manage the Fund who will report to the JCESA Director and Board of Directors and manage the day-to-day operations of billing and collection of the Fee. Funds will be allocated in the annual budget to pay reasonable and necessary expenses of running a business office. in addition funds will be allocated to hire nine (9) Fire Fighter/Paramedics and Fire Fighter/EMTs.

SECTION 12 - AMENDMENTS AND SEVERABILITY

This Ordinance may, from time to time, be amended by a majority of the members of the County Commission as they deem it necessary and appropriate.

If a court of competent jurisdiction declares any provision of this Ordinance to be void, invalid or ineffective in whole or in part, the effect of such decisions shall be limited to those provisions which are expressly declared to be void, invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully enforceable and effective.

This Ordinance shall become effective on June 30, 2013.

Approved by

DRAFT



JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

419 Sixteenth Avenue
Ranson, WV 25438
E-mail – jcesa@jcesa.org
Telephone – 304-728-3287
Fax – 304-728-6221

JEFFERSON COUNTY SPECIAL EMERGENCY SERVICE FEE ORDINANCE

SECTION 1 - LEGISLATIVE AUTHORITY

This Ordinance concerns the imposition and collection of a special emergency service fee and is adopted under the authority of Chapter 7, Article 15, Section 17, of the Code of West Virginia, as amended.

SECTION 2 - PURPOSE

This Ordinance is enacted by the Jefferson County Commission for the purpose of staffing and maintaining an adequate emergency services system within the geographic boundaries of Jefferson County, West Virginia. An adequate emergency services system is necessary to promote the health and welfare of the citizens of Jefferson County. Emergency ambulance service is a public purpose and a responsibility of government for which public money may be spent.

SECTION 3 - DEFINITIONS

RESIDENTIAL UNIT – Means any place of residence, whether occupied or unoccupied, as classified by the records of the Jefferson County Assessor, including, but not limited to, single-family homes, duplexes, vacation and secondary homes, mobile homes, apartments, rental units, and personal care facilities. In the case of a structure which contains multiple dwelling units, such as duplexes and apartments, each apartment unit or duplex unit shall be deemed to be a separate residential unit.

COMMERICAL UNIT – Means any place of business including hotel/motel, industrial/warehouse, institutional, nursing homes as classified by the records of the Jefferson County Assessor.

OWNER – Means the person, firm or corporation listed in the records of the Jefferson County Assessor possessing exclusive rights and control of a property.

USER – Means any person, firm or corporation to whom emergency ambulance transport service is made available.

EMERGENCY SERVICES SYSTEM – Any emergency service provided pursuant to this ordinance.

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

SPECIAL EMERGENCY SERVICE FEE – Means the fee imposed by the Jefferson County Commission through this Ordinance and collected from the users of emergency service within Jefferson County.

SECTION 4 - RATES

Each Special Emergency Service Fee imposed under this Ordinance shall be for emergency service provided for a Jefferson County Fiscal Year July 1 to June 30. The Special Emergency Ambulance Service Fee established by this Ordinance shall depend upon the total square footage of the building as set forth below:

	<u>Square Feet</u>	<u>Amount</u>
(a) Residential	0-1,600	\$55.00
	1,601-3,000	\$75.00
	3,001 +	\$85.00
(b) Commercial	0-2,500	\$115.00
	2,501-7,500	\$215.00
	7,501-20,000	\$520.00
	20,001-35,000	\$995.00
	35,001-50,000	\$1,270.00
	50,001-75,000	\$1,520.00
	75,001-100,000	\$2,220.00
	Over 100,000	\$2,200 plus .30 per sf Over 100K

Said fee may be adjusted annually upon approval of the Jefferson County Commission. The fee shall be the responsibility of the owner of the unit.

The Fee imposed under this ordinance shall be due and payable September 30 of each year. The Fee assessed and levied under the provisions of the ordinance shall be a debt due the Jefferson County Emergency Services Agency and shall be a personal obligation of the owner of the unit. Failure to pay the fee by the due date will result in delinquent status. Delinquent fees may be, at the discretion of JCESA recovered by the JCESA through civil action filed in a court of competent jurisdiction. Such suit need not be brought in the same fiscal year the fee was billed. In any suit for collection of delinquent fees, the JCESA is authorized to recover its court costs and attorney's fees and costs.

JEFFERSON COUNTY EMERGENCY SERVICES AGENCY

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	2,220	2,553	2,936
	2,220+	2,553+	2,936+

If any person believes he or she is erroneously charged an emergency service fee, the JCESA shall provide, upon the person's request, an exoneration form. The form shall be completed and returned to the JCESA no later than September 30 of the Fiscal Year for which the fee applies. The JCESA shall, within a reasonable time, cause to be investigated any request for exoneration. The JCESA shall, at its next regular meeting after completion of the investigation, make and communicate to the County Commission its recommendation regarding the exoneration. If good cause for exoneration is found by the County Commission, said Commission shall exonerate or modify any or all imposed charges, and shall notify the person in writing of its actions. If the Commission does not exonerate or modify as requested by the applicant, an appeal may be filed with the Circuit Court of Jefferson County.

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SECTION 8 - BUDGET DEVELOPMENT

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In conjunction with the submission requirements of the Commission, JCESA shall prepare a regular JCESA budget for County Funds and shall prepare a supplemental budget detailing the upcoming Fiscal Year projections for the special emergency fund. The Board of Directors shall make recommendations to the County Commission regarding the need to change or maintain the rates charged for the upcoming year.

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SECTION 11 - BUSINESS MANAGER

JCESA will appoint a Business Manager to manage the Fund who will report to the JCESA Director and Board of Directors and manage the day-to-day operations of billing and collection of the Fee. Funds will be allocated in the annual budget to pay reasonable and necessary expenses of running a business office.

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This Ordinance shall become effective on June 30, 2013.

Approved by

JCESA 2013 / 2014 Emergency Services Fee Proposal



JCESA 2013 / 2014
Emergency Services Fee Proposal

Why Make a Change?

In order to address the growing workload, complexity and higher than acceptable response times to EMS calls; and the countywide problem of inadequate daytime volunteer staffing on the Fire side, Jefferson County Emergency Services Agency proposes to place additional dual certified Fire/EMS personnel at seven locations.

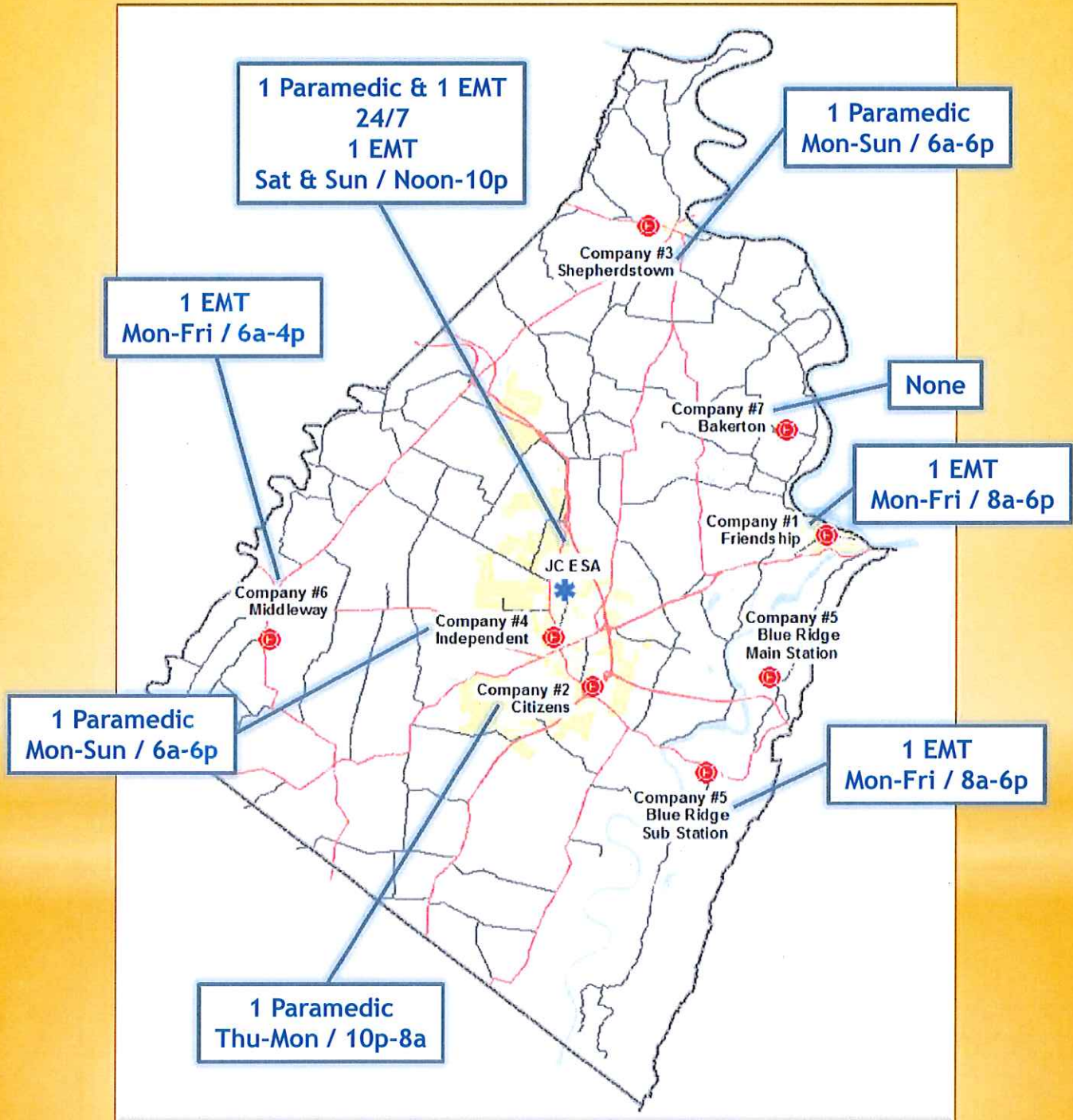
Current Staffing and Organization



Current Paid Fire Personnel



Current Paid Emergency Medical Services Staffing



The History

- Traditional Fire and EMS response through Volunteer Fire Companies
- 1999 – County Commission established the Jefferson County Ambulance Authority in 1995 which began operation in 1999
- To address the growing workload and complexity of EMS calls of County Residents
- 2008 – Reconstituted as the Jefferson County Emergency Services Agency as a result of Senate Bill 224
- 2013 – Proposing further change in the mode of operation staff to continue to meet County EMS/Fire needs
- Further strengthen the Fire/JCESA Partnership

Emergency Medical Services



Our Priority and Mission

Patient Care

**Emergency care is
provided in a timely
and efficient manner
to citizens and visitors
of Jefferson County**

Workload from 911 Dispatches

	Fire		EMS		Total	Increase
FY 2010	1,788	27%	4,863	73%	6,651	
FY 2011	2,123	31%	4,764	69%	6,887	+4%
FY 2012	2,229	32%	4,727	68%	6,956	+1%
FY 2013 as of Mar.	1,584	26%	4,604	74%	6,188	
FY 2013 Annualized	2,112		6,139		8,251	+33%

Taken from 911 Center Reports

Complexity of Call

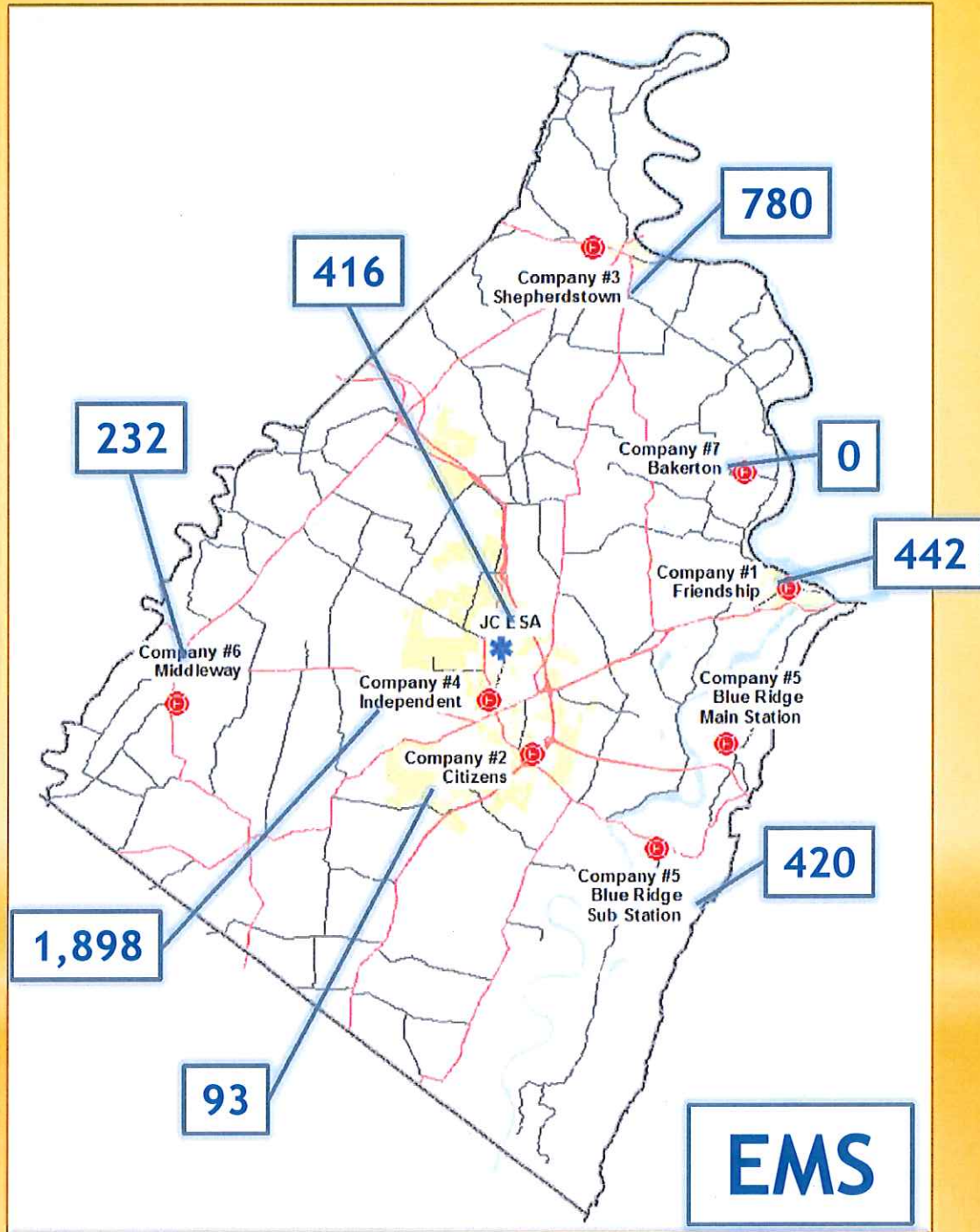
Call Code	Dispatched	Type of Call
Omega	BLS	Minor injury
Alpha	BLS	Injury/illness (not life threatening)
Bravo	BLS or ALS	More serious injury or illness
Charlie	ALS	MVA, law enforcement, health care facility
Delta	ALS	Life-threatening, heart attack, stroke, trouble breathing
Echo	ALS	Cardiac arrest, respiratory arrest, choking

From January to December 2012 by Severity of Call

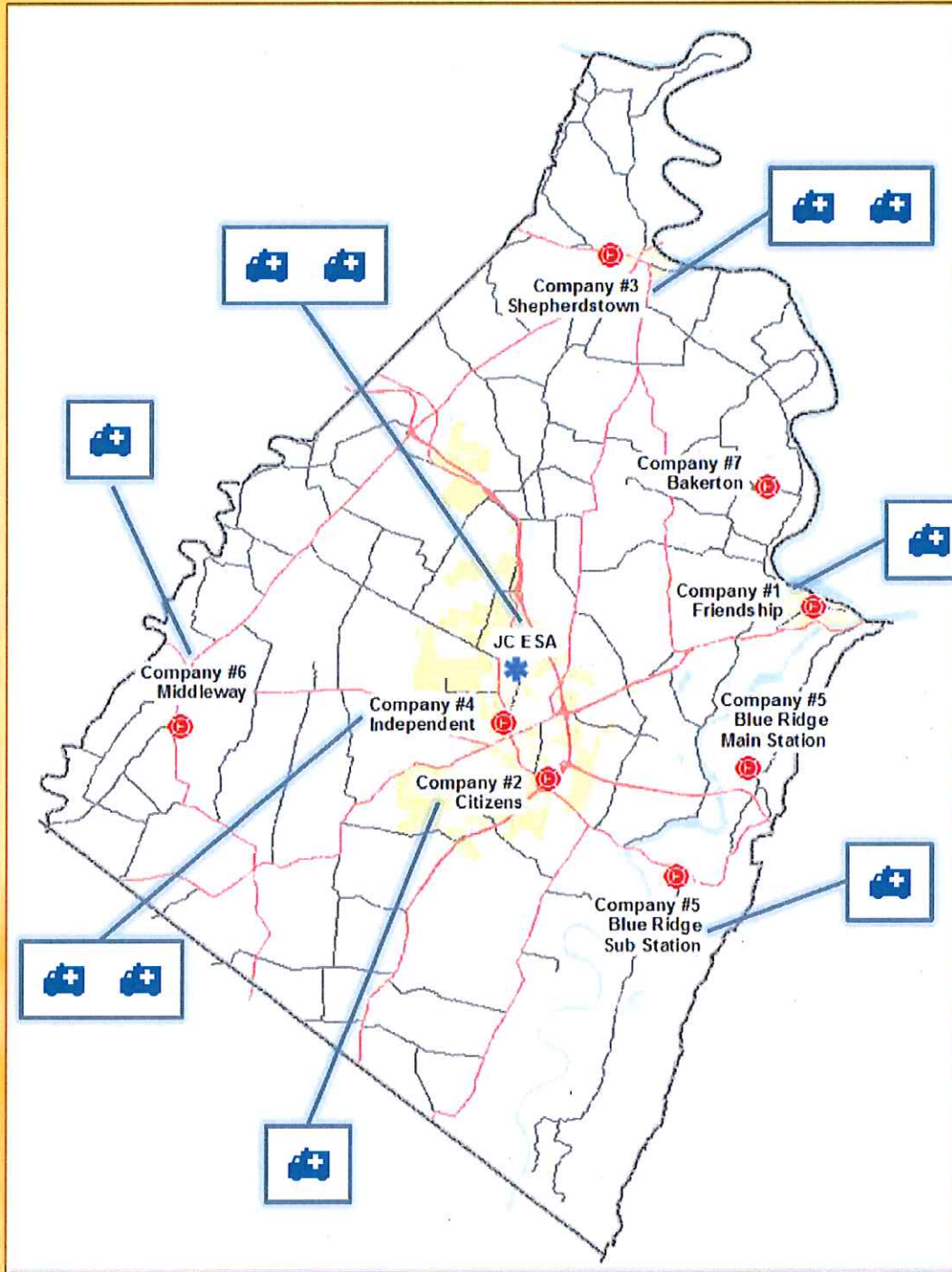
Call Code	Dispatched		
Omega	BLS	3	0%
Alpha	BLS	607	14%
Bravo	BLS or ALS	333	8%
Charlie	ALS	1,792	42%
Delta	ALS	877	20%
Echo	ALS	80	2%
Unclassified		589	14%

64% of all calls require a paramedic

EMS Activity by Location



Ambulance Inventory



Response Time to Patient

Time to Patient – January to December 2012

By Company	0-5 Min.	6-10 Min.	11-15 Min.	16-20 Min.	>20 Min.	Undef.	Total Resp.
Co. 1	31	99	155	78	79		442
Co. 2	7	32	37	10	7		93
Co. 3	53	243	262	138	82	2	780
Co. 4	168	723	661	225	118	3	1,898
Co. 5	18	62	115	125	99	1	420
Co. 6	5	16	64	80	66	1	232
Sta. 11	25	125	146	80	39	1	416
Total Resp.	307	1,300	1,440	736	490	8	4,281

**2,674 calls or
62% are over 10 minutes and exceed
national standard of 8 minutes**

Note: Geographic location plays a minor part in delaying response times.

Data: emsCharts

Solution

- **Increase Personnel**
- **Increase Number of Available Ambulances that can Respond**

The above results in:

- **Improved Response Times**

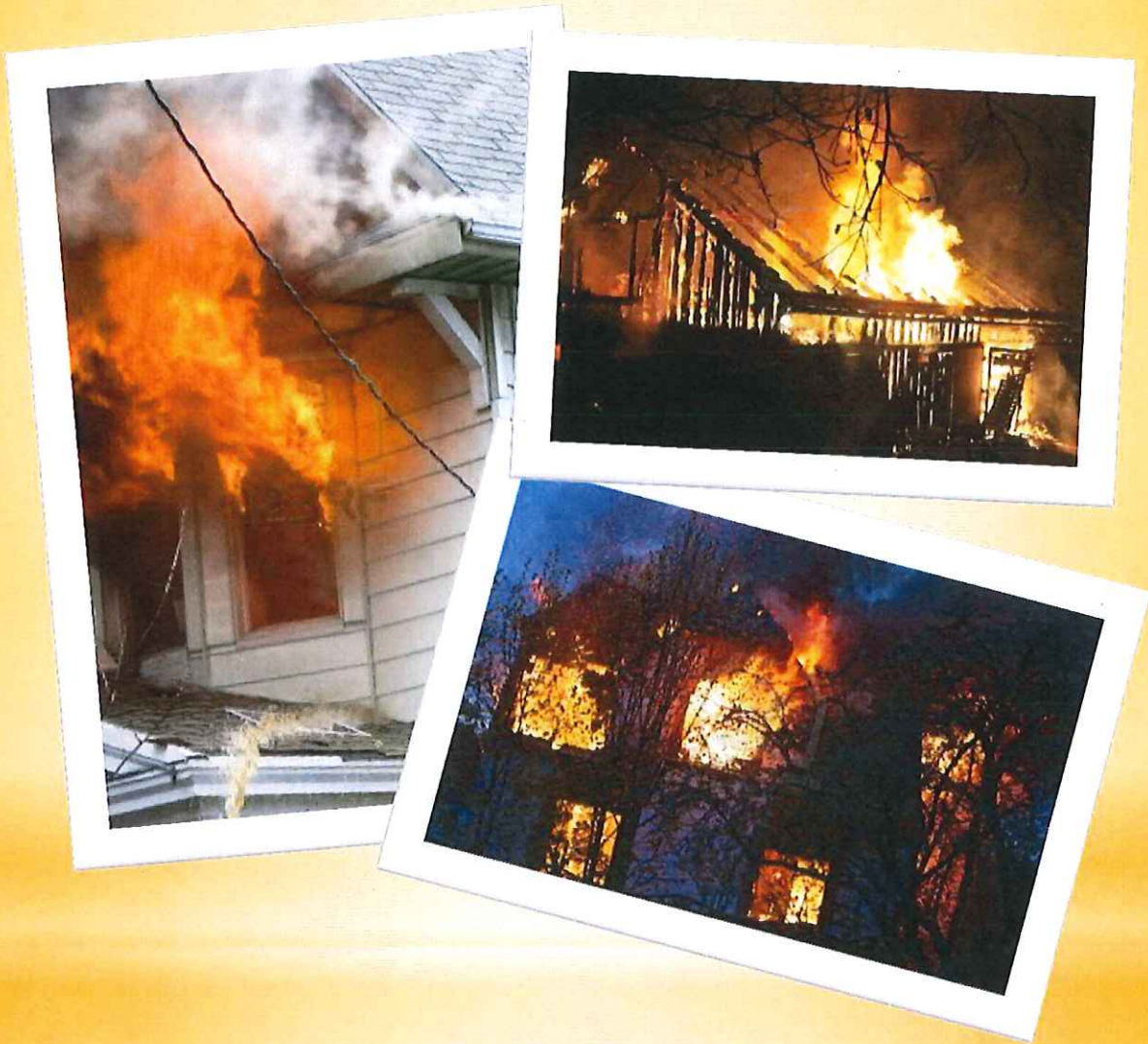
Which in turn results in:

- **Improved Patient Care**
- **Improved Service to the Residents of Jefferson County**

Fire Services



Current Total Paid Fire Service Personnel



Z E R O

Total 2012 Fire Incidents – 2,304

Structure fires	220	6%
Vehicle fires	48	2%
Other fires	389	5%
Rescue calls (Including EMS assist)	661	33%
Good intent, false calls and all other	986	54%

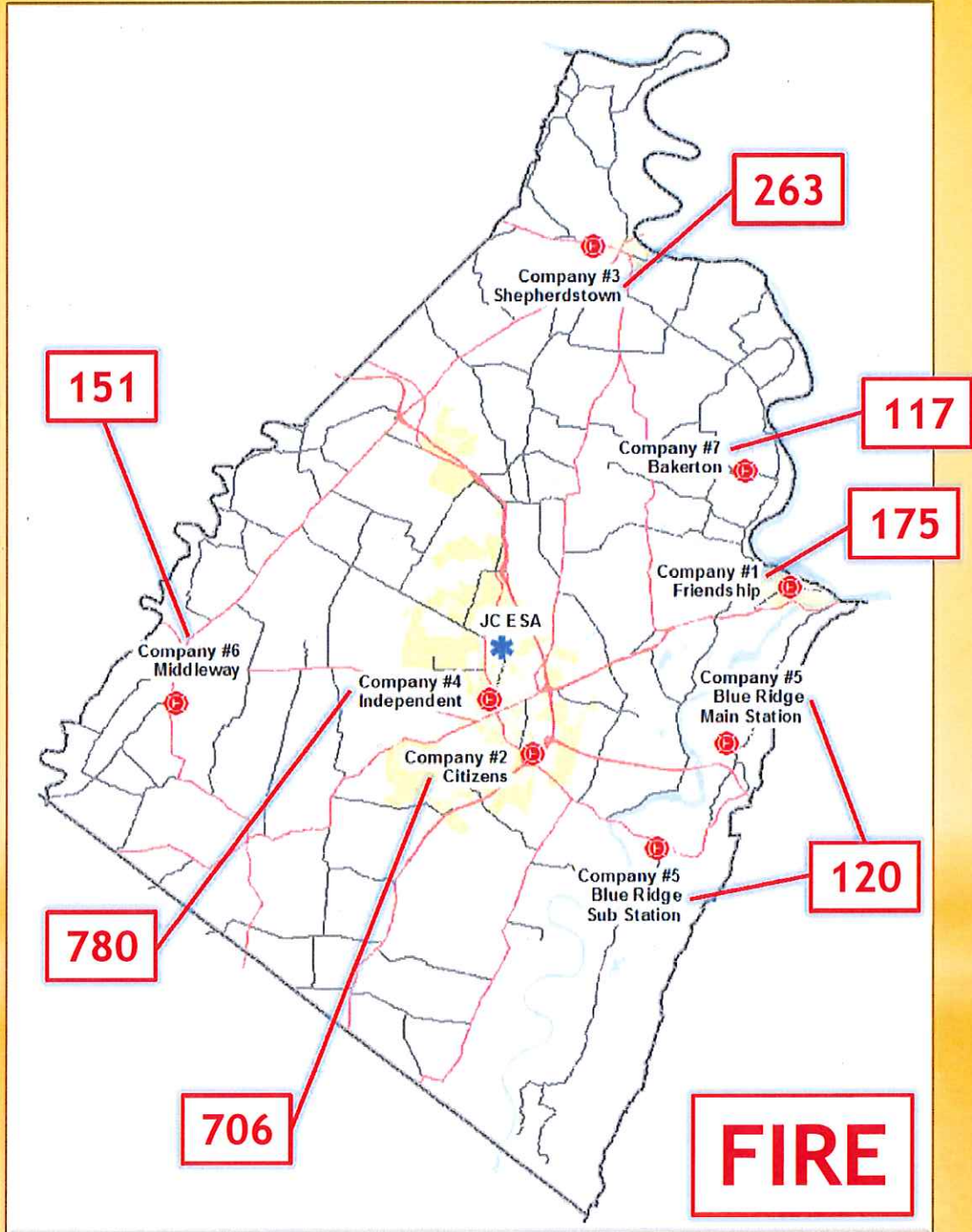
Total dollar loss due to fire \$1.5 Million

Total 2011 fire incidents 2,516
Total loss \$3.1 Million

Total 2010 fire incidents 2,458
Total loss \$7.5 Million

Source: NFIRS

Fire by Location



2013 / 2014 Budget

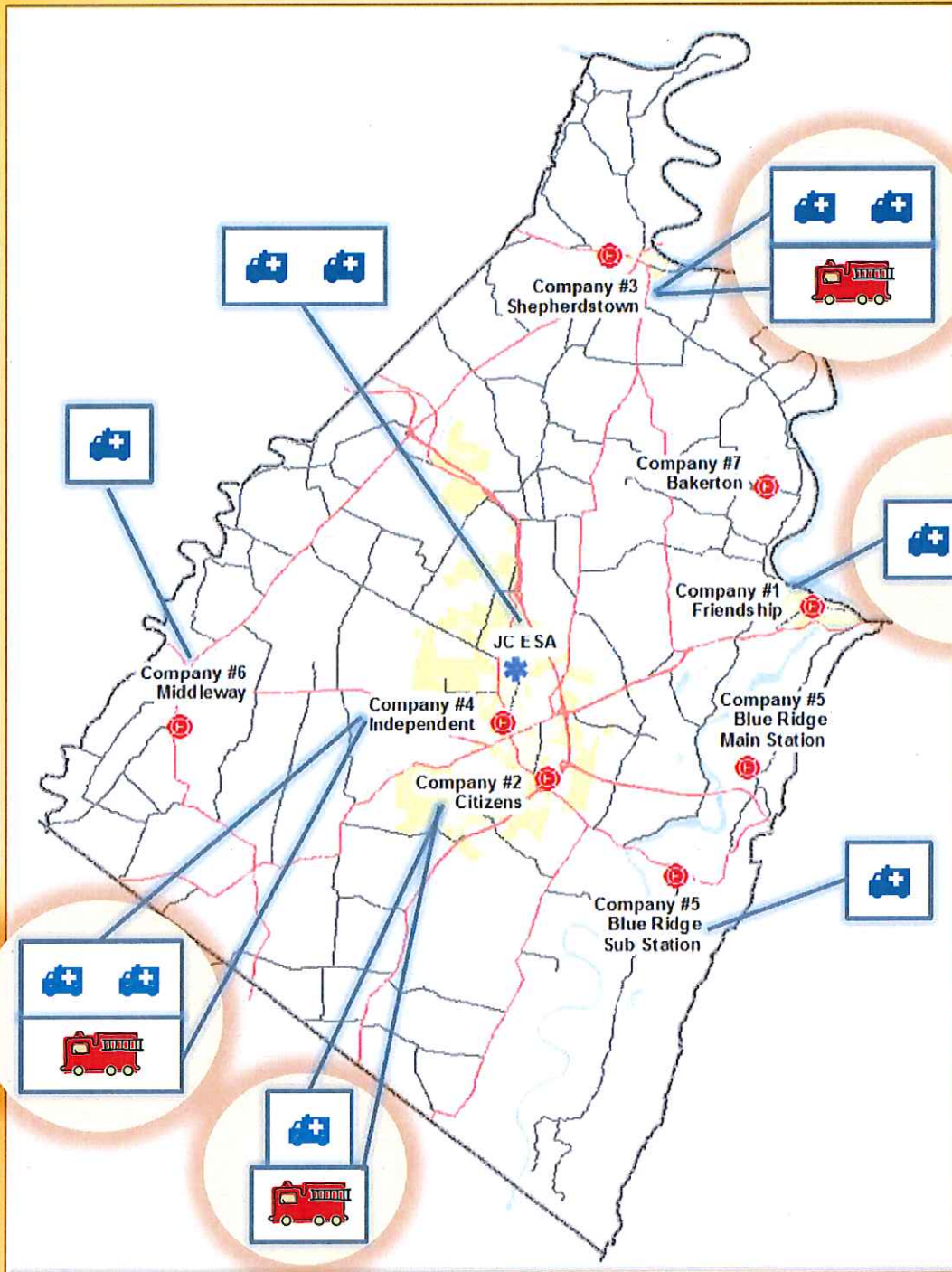
***Changes are needed
to both the
EMS and fire
services***

Proposed Change

What the Fee Will Provide

Current Location and Staffing	Proposed New Positions	Total by Location
Friendship Fire Co. Harpers Ferry 1 EMT M-F 8a-6p	1 FF/Paramedic M-F 7a-7p	(2) 1 FF/EMT 1 FF/Paramedic
Citizens Fire Co. Charles Town 1 Paramedic Th-M 10p-8a	1 FF/EMT M-F 7a-7p	(2) 1 FF/EMT 1 FF/Paramedic
Shepherdstown Fire Dept. Shepherdstown 1 Paramedic M-Su 6a-6p	2 FF/EMT M-Su 7a-7p	(3) 2 FF/EMT 1 FF/Paramedic
Independent Fire Co. Charles Town 1 Paramedic M-Su 6a-6p	1 FF/EMT M-F 7a-7p	(2) 1 FF/EMT 1 FF/Paramedic
Blue Ridge Mountain Fire Co. 1 EMT M-F 8a-6p	1 FF/Paramedic M-F 7a-7p	(2) 1 FF/EMT 1 FF/Paramedic
Middleway Volunteer Fire Co. 1 EMT M-F 6a-4p		(1) 1 FF/EMT
Bakerton Fire Co. None	1 FF/EMT M-F 7a-7p	(1) 1 FF/EMT
Station 11, JCESA 1 Paramedic 24/7 1 EMT 24/7 1 EMT Noon-10p Sa & Su	1 FF/Paramedic M-Su 7a-7p 1 FF/EMT M-Su 7a-7p	1 Paramedic 24/7 1 EMT 24/7 1 EMT Noon-10p Sa & Su 1 FF/Paramedic & EMT M-Su 7a-7p

Potential Operational Enhancements



How to Fund the Increase in Budget

Emergency Services Fee

Fee utilized by other WV counties to support EMS and Fire

	<u>Amb.</u>	<u>Fire</u>
Morgan County	\$75	\$10+
Berkeley County	\$60	\$35+
Upshur County	N/A	\$50+
Ohio County	N/A	\$50+

Summary of 2012 State Assessor Data for Jefferson County

2012 Records estimated in county tax database	29,000
Less vacant land	-7,800
Plus mobile homes owned on rented land	900
Adjustment for outliers	-97
2012 estimated total	22,003

Assumptions – Similar to tax database excludes tax exempt entities including the USA as well as Public utilities billed by the State.

Outliers – There are locations within Jefferson County that are serviced by either Clarke or Berkeley Counties due to their location. This includes an area called Raven Rock, several locations along Route 7 as well as an area adjacent to Berkeley near the new Hospice location.

Summary of 2012 State Assessor Data for Jefferson County

Residential	Units
0-1600 sq. ft.	9,466
1601-3000 sq. ft.	8,532
3001 + sq. ft.	3,223
Total Residential	21,221

Commercial	Units
0-2500 sq. ft.	256
2501-7500 sq. ft.	298
7501-20000 sq. ft.	173
20001-35000 sq. ft.	30
35001-50000 sq. ft.	12
50001-75000 sq. ft.	10
75001-100000 sq. ft.	3
Over 100000 sq. ft.	
Total Commercial	782
Grand Total	22,003

How Will Monies be Collected?

Current space limitations will prohibit the Tax Office from participating in the collection initially. When that situation changes the discussion of a partnership with the Tax Office will be reopened. For now, bills will be mailed to residents and they will be able to either mail payments or visit JCESA to pay in person. JCESA will process the payments and run them through the Tax Office daily for deposit.

How Will Monies be Managed?

All funding collected through an Ordinance approved by the County Commission are treated like any other funds authorized by the Commission.

- A budget is prepared, reviewed and approved during the Budget Cycle
- Collections will be deposited through the Tax Office
- Funding is spent in accordance with State, County and GAAP regulations
- Funding is subject to Audit by State Auditors and financial reporting is published for public review

How Does This Impact Fire and EMS?

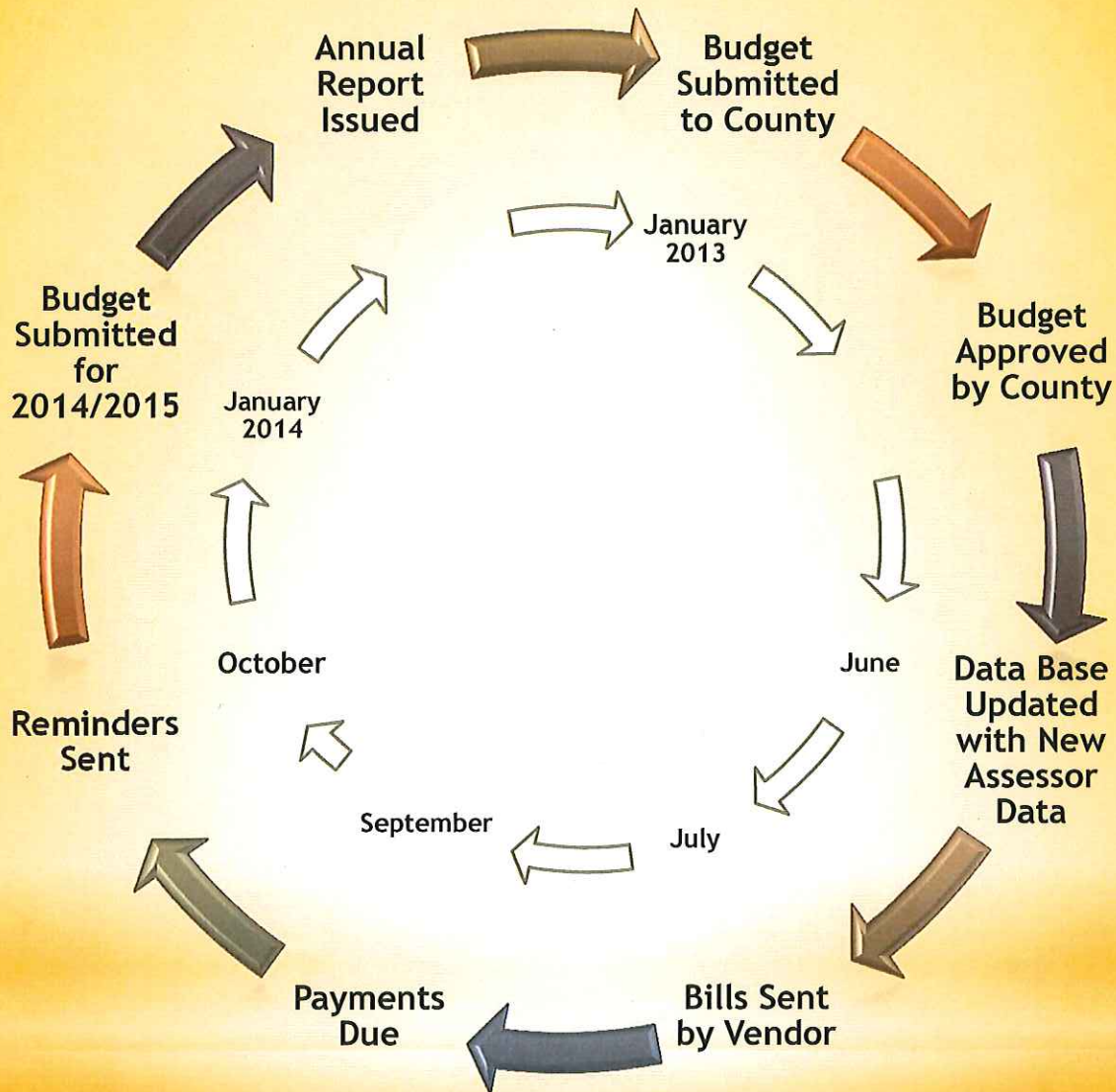
This is the next step in the migration from all volunteer Fire and EMS in Jefferson County to a partnership with the Volunteer Fire Companies which began in 1999 when the County Commission established JCESA. EMS response during day time hours, when volunteers are not as available, will be covered primarily by paid staffing augmented by Volunteers. Likewise, JCESA staffing will augment Volunteer staffing in the evening and morning hours.

Response times will improve and the number of personnel available for both EMS and Fire will increase.

How will Jefferson County Manage Late or Unpaid Accounts?

Reminders will be sent in October and January. Fees unpaid by April 1 will be subject to collection by actions processed through the Magistrate Court that result in an encumbrance placed against the subject property until payment is made.

The Cycle





430 Randolph Street, Suite C • Martinsburg, West Virginia 25401 • phone: 304-267-4710
Fax: 866-709-7808 • e-mail: info@easternwvhomebuilders.org • www.easternwvhomebuilders.org

May 28, 2013

Mr. Dale Manuel, President
Jefferson County Commission
PO Box 250
Charles Town, WV 25414

Via email to cschott@jeffersoncountywv.org

Dear President Manuel:

On behalf of the Eastern Panhandle Home Builders Association and our more than 190 members, I would like to offer our comment in support of the proposed ordinance amendment to reduce the Jefferson County Impact Fee for commercial building permits.

In a highly competitive environment, companies consider every cost of doing business before making large capital investments. The significant reduction of the impact fee for commercial building permits will allow current projects under consideration as well as future projects within the two year time frame to move forward without the added cost of an impact fee. The opportunity to grow Jefferson County's economy and create additional jobs would certainly be improved by your action to approve this amendment.

Thank you for considering this comment in support of reduction of impact fees for commercial projects as outlined in the hearing notice.

Sincerely,

A handwritten signature in blue ink that reads 'Greg Janes'.

Greg Janes
2013 EPHBA President

19 Hickory Tree Court #108
Charles Town, WV 25414
May 28, 2013

Jefferson County Commission
Post Office Box 250
Charles Town, WV 25414

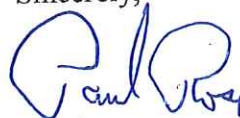
I am attaching a summary of comments made by me at the May 23, 2013 public hearing on draft ordinances to enact a service fee for JCESA. In addition, I am enclosing a draft I prepared of technical amendments to Senate Bill 224 (that authorized the creation of the JCESA) that specifically authorize the imposition of a combined emergency services fee and that sets forth procedures for the adoption of such an ordinance.

With respect to a combined fee ordinance, I would recommend that the Commission take the following actions:

1. That it ask our state delegation to seek enactment of the amendment to SB 224 that I have proposed;
2. That it not adopt the draft ordinances presented by JCESA;
3. That it convene a citizens committee to review the present proposal and make recommendations to the Commission with respect to structure and means of assessment of a combined fee. The panel should include risk management specialists, insurance agents, realtors, home owner association representatives in addition to a representative of the emergency services community;
4. That based upon the recommendations of such a panel the Commission develop and present for public consideration a new ordinance for a combined emergency services fee.

I thank you again for the opportunity to speak at the public hearing and I look forward to discussing the amendments I have proposed to Senate Bill 224.

Sincerely,



Paul Rosa
(304) 839-1262
paul.rosa@comcast.net

ENGROSSED
COMMITTEE SUBSTITUTE

FOR

Senate Bill No. 224

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

By Request of the Executive)

[Originating in the Committee on Government Organization;
Reported February 20, 2008.]

Bold Text = Proposed Amendments

A BILL to authorize the county commission of Jefferson County to create a joint emergency services agency.

Be it enacted by the Legislature of West Virginia:

JEFFERSON COUNTY JOINT EMERGENCY SERVICES AGENCY.

§1. Legislative findings.

(a) The Legislature finds that:

- (1) Jefferson County has a demonstrated population growth rate history;
- (2) Small separate volunteer emergency services agencies cannot adequately serve the people of Jefferson County;
- (3) The municipalities, communities and the county cannot separately finance individual volunteer emergency services agencies;
- (4) Jefferson County is in a unique position that it has the only national historical park in the state which attracts thousands of visitors annually;
- (5) The national historical park with its historical buildings and visitors places an undue burden on the small individual emergency services agencies in Jefferson County; and
- (6) An agency that combines joint emergency services would enhance Jefferson County's ability to serve its people.

(b) Therefore, the Legislature declares that since Jefferson County is in a unique situation, it is in the public interest that the county commission of Jefferson County be authorized to create a joint emergency services agency.

§2. Authorizing creation of the Jefferson County Joint Emergency Services Agency.

(a) In lieu of creating both an emergency ambulance service authority and a separate county fire board, the Jefferson County Commission may enact an ordinance creating a combined joint emergency services agency to provide emergency ambulance services and fire services.

(b) The agency shall possess all of the rights and responsibilities conferred upon emergency ambulance service authorities, county fire associations and county fire boards that are not otherwise inconsistent with state law and local ordinance.

§3. Joint Emergency Services Board.

(a) By ordinance, the county commission of Jefferson County may create a Joint Emergency Services Board to oversee the management and control of the agency.

(b) The board shall consist of at least the following individuals who shall be appointed by the county commission:

- (1) A representative from an emergency medical service;
- (2) A representative from a fire protection service; and
- (3) A citizen member who is not employed with an emergency medical service, a fire protection service or the county commission.

(c) All board members shall be residents of Jefferson County.

(d) The board members shall serve for staggered terms of three years and are limited to two consecutive terms. In the event of a vacancy, a successor shall be appointed from the same service area as the unexpired representative's term. Members shall continue to serve until their successors have been appointed.

(e) A majority of the members of the board constitutes a quorum.

Section 4. Combined emergency services fee: petition; dedication; and increase.

(a) The Jefferson County Commission, through the Jefferson County Emergency Services Agency (JCESA), provides combined emergency ambulance and fire services, and has plenary power and authority to provide by ordinance for the continuance or improvement of such services, to make regulations with respect thereto and to impose by ordinance, upon the users of such services, reasonable combined emergency services rates, fees and charges to be collected in the manner specified in the ordinance.

(b) Before the Jefferson County Commission can impose by ordinance, upon the users of such services, a reasonable combined emergency services fee, ten percent of the qualified voters shall present a petition duly signed by them in their own handwriting, and filed with the clerk of the county commission, directing that the Jefferson County Commission impose such a fee. The Jefferson County Commission shall have a lien on any property as security for payments due under the ordinance.

(c) Any ordinance enacted under the provisions of this section shall be published as a Class II legal advertisement in compliance with the provisions of article three, chapter fifty-nine of this code, and the publication area for such publication shall be Jefferson County.

(d) In the event thirty percent of the qualified voters of the county by petition duly signed by them in their own handwriting, and filed with the clerk of the county commission within forty-five (45) days after the expiration of such publication, protest against such ordinance as enacted or amended, the ordinance may not become effective until it is ratified by a majority of the legal votes cast thereon by the qualified voters of Jefferson County at any primary, general or special election as the county commission directs. Voting thereon may not take place until after notice of the submission has been given by publication as above provided for the publication of the ordinance after it is adopted.

(e) The powers and authority hereby granted to the Jefferson County Commission are in addition to and supplemental to the powers and authority otherwise granted to them by other provisions of this code.

(f) Any fees imposed under this article are dedicated to the Jefferson County Emergency Services Agency, or its successor, for the purposes provided in this article.

(g) In the event the Jefferson County Emergency Services Agency, or its successor, determines an increase in any such combined emergency services fee imposed by this section is necessary, it shall by resolution request the Jefferson County Commission for such an increase. Procedures set forth in this section for the initial levy of such a fee shall be followed by the Jefferson County Commission in the event an increase is sought.

Summary of Comments on a Proposed JCESA Emergency Services Fee

By
Paul Rosa

19 Hickory Tree Ct. #108
Charles Town, WV 25414
(304) 839-1262
paul.rosa@comcast.net

1. The process pursued by JCESA evinces a lack of transparency and an intentional effort to avoid public outreach and involvement.

- A draft ordinance was received by the Commission and on May 15 the Commission published notice in the Spirit of Jefferson that a public hearing would be held on the draft on May 23.
- The draft ordinance was neither published on the County Commission nor the JCESA web sites.
- The draft ordinance mentioned
 - “emergency ambulance services” fees 8 times
 - “emergency service fees” 1 time, and
 - “fire fees” 0 times
- But in the draft focused on imposition of fire fees, the authors cited statutory authority for the collection of emergency ambulance services fees (West Virginia Code Chapter 7, Article 15, Section 17) rather than the stricter provisions for fire fees in the Fire Board Act (Chapter 7, Article 17, Section 12) that require a petition by 10% of the qualified voters
- Since Senate Bill 224 provides that JCESA “shall possess all of the rights *and responsibilities* (emphasis added) of ambulance service authorities and fire boards, and since this is an attempt to collect a fire fee, I submit that the Commission is required to follow the stricter provisions of the Fire Board Act.
- Even if the Commission is not legally required to follow the stricter requirements for fire fees, it makes good political sense to do so.
- After the May 16 Commission meeting a revised ordinance with a JCESA memo appeared on the Commission web site. The following day, the original ordinance, but not the revised draft ordinance, appeared on the JCESA web site.

- Some time on or after May 20, a revised draft ordinance appeared on the JCESA web site.
- Comments made by Commissioner Manuel and JCESA Deputy Director Ed Hannon at the May 16 Commission mentioned that the JCESA board had met the preceding evening with the fire companies and had adopted the revised draft. However, the final draft posted by JCESA is marked "Revised May 21, 2013 Approved by JCESA Board."
- The only agenda on the JCESA web site announcing a May 21, 2013 Special Meeting was to "approve the Contractor for the Company 5 generator project." Since no other agenda was published for a May 21, 2013 meeting, the adoption of the revised draft is an unlawful act in violation of the West Virginia Open Meetings Act and any action taken at such meeting (other than the generator project) is subject to nullification by the Circuit Court.
- Which ordinance is being considered by the Commission is a moving target.
- Comments in meetings and the press by JCESA Deputy Director Ed Hannon state that, after Commissioner Noland questioned whether JCESA should be funded at all, were to the effect that "this ordinance has been vetted for over a year and a half," and that he would "take the matter back to the fire companies."
- Vetted by whom and when? Instead of taking the matter back to the fire companies, why not take it to the public for their input, rather than try a rush to judgment to have the fees in place by June 1?

2. **The draft ordinance is deficient in both process and substance.**

- Draft amendments are being submitted by me to amend Senate Bill 224 to authorize the collection of a combined emergency services fee and setting forth procedures that mirror the Fire Board Act as set out above. I respectfully request that the Commission ask our state delegation to seek enactment of the proposed amendment.
- *With respect to substance, I make the following comments.*
- The draft proposal would staff only Firefighter/EMT and Firefighter/Paramedic positions. It makes no provision for existing EMTs and Paramedics, but budgets \$91,000 for their retraining.
- This puts the proverbial cart before the horse.

- Some EMTs and Paramedics may not want to become firefighters
- Some current employees might not be able to pass rigid physical strength, agility, aerobic fitness, psychological and background checks which should and must be performed before training for existing or new hires are placed on duty.
- The combined circumstances outlined above indicate an intent by JCESA management to “grandfather” employees into job descriptions that never previously existed.
- Cost estimates should be sought from career services in Loudoun, Fairfax, Arlington, Montgomery or other jurisdictions to perform such testing on a contract basis. This puts screening on a blind testing basis by disinterested parties to ensure qualification to a standard.

3. Senate Bill 224 should be amended to specifically provide for the imposition of a combined emergency services fee; for use of the more rigorous public involvement of the Fire Board Act; and for making such combined fees a lien on real property.

- JCESA’s burgeoning administrative hierarchy demonstrates that JCESA management has perfected the concept of a self-feathering nest. The proposed Business Manager and associated support positions (and the budget therefore) should be eliminated.
- The Sheriff’s tax office is fully capable of billing combined fees and, if the fees constitute a lien on real property, there is no need for a collection staff.
- Talk of the Business Manager position expanding to include grant writing and other unspecified activities indicates that “mission creep” is taking place even before the staff is hired. This should be nipped in the bud at the outset.
- The citizens of Jefferson County cannot afford yet another burgeoning bureaucracy.
- In addition to staff for the Business Manager’s office, the revised JCESA Budget proposal calls for hiring nine Firefighter/EMTs and/or Firefighter/Paramedics.
- **This creates a legislative mandate for all of these positions that is binding on future Commissions. Such positions should never be put in an ordinance. They belong in an annual budget request.**

Cindy Schott

From: ToddMetzgar@aol.com
Sent: Saturday, May 25, 2013 8:56 AM
To: info@jeffersoncountywv.org
Subject: Please vote NO to the JCESA fee!

To the Jefferson County Commission:

I attempted twice to use the "contact form" on the Jefferson County Commission website, but it did not work. So, I am writing to this email address in hopes that it finds the appropriate person.

I am writing in regards to the proposal by the Jefferson County Emergency Services Agency (JCESA).

Please do not add more fees (taxes) to the burdened residents of Jefferson County. Very few counties in West Virginia hold such a fee. And, even fewer at the cost level proposed for Jefferson County. How do they function for these same emergency services, while those counties do not even have the extra millions in revenue that our county has from the Charles Town Casino?

Since the JCESA has been created, it appears from my view of the budget that emergency services expenses have skyrocketed.

If the expenses for emergency services are justified and actual cost reductions cannot be found in the emergency service's budget (which is very debatable given the reality of other counties across West Virginia and our county's extra revenue from gambling and impact fees), then Jefferson County should prioritize better. Emergency services funding should take precedent over amenities or "goodwill" spending in the budget.

In any case, the burden placed on the shoulders of struggling taxpayers and families should not be increased.

I hope that you will vote no to adding this fee or extra taxation onto the citizens that you represent.

Montani Semper Liberi,
Todd Metzgar
Harpers Ferry, W.Va.

Cindy Schott

From: fberrymorgan@aol.com
Sent: Wednesday, May 29, 2013 10:44 AM
To: dkeyser@jeffersoncountywv.org; sandy@jeffersoncountywv.org;
nhosby@jeffersoncountywv.org
Subject: Fwd: ESA Fee

Hi Debbie, Sandy and Nichelle,

Hello from Martinsburg!

Just forwarding this, which was sent to me in error, to make sure you receive it!

I will direct the gentleman to Commissioner Tabb.

Thanks. ---Frances

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

From: Chris Anders <chris.anders@campaignforliberty.com>
To: pnoland <pnoland@jeffersoncountywv.org>; dmanuel <dmanuel@frontiernet.net>; fberrymorgan <fberrymorgan@aol.com>; walterpellish <walterpellish@mac.com>; Lyn Widmyer <lynwidmyer@gmail.com>
Sent: Wed, May 29, 2013 10:31 am
Subject: ESA Fee

Commissioners,

Unfortunately I was out of town last week and could not attend the public hearing on the proposed ESA fee.

But I wanted to express my total opposition to the proposal.

When you figure in everything from income tax, phone tax, vehicle fees and taxes, property taxes and fees on just about everything, Jefferson County Residents probably come close to spending 50% of their income on such.

Raising that even by \$50 per person is a huge mistake.

Many families are barely breaking even in this economy, and adding an increased burden on them, will impact not only them, but their children.

It is time the government learns to live within its means, like our families have to.

Residents of Jefferson County can do without all the parks and play places for tourists, not to mention bike trails, and moving into the election year of 2014, the last thing any elected official would want to face is the fact they voted for increased theft of the property of their constituents.

For that will be on every single slim jim, robo-call and flyer that goes out during the election season.

And if the fee is approved, there will be plenty of the above, that I can promise.

This is not Montgomery County Maryland, nor is it Loudoun County Virginia.

This is Jefferson County West Virginia, named after our 3rd President, who embraced life, liberty and property. And the private ownership of all three.

An ESA fee would be nothing less than theft, theft the citizens will not be able to afford, especially when the so called new health care law raises the cost of health insurance of the working class by almost 35% in our state.

It is time to tighten the belt, it is time to live within your current budget, period.



Lyle C. Tabb & Sons, Inc.

May 28, 2013.

Dear Commissioners of the Jefferson County Commission,

I am writing to express my interest in serving on the Jefferson County Development Authority. I am a local farmer in Jefferson County and I am eager to put my knowledge and enthusiasm to work for my county. The Development Authority could benefit from the input of an agricultural producer and I bring a positive, can-do attitude and a drive to set and accomplish goals to the table. Thank you for your consideration.

Sincerely,

A handwritten signature in blue ink that reads "Lyle C. Tabb, IV". The signature is written in a cursive, flowing style.

Lyle Campbell Tabb, IV

Lyle C. Tabb, IV



Lyle C. Tabb, IV
695 Old Leetown Pike
Kearneysville, WV 25430

(304)-582-9396 (cell) ♦ lyletabb@hotmail.com

PROFILE

I am a fifth-generation family farmer in Jefferson County, WV with education and experience in business management, agricultural practices, and land management. I strive to pair profitability of the farm with conservation of financial and environmental resources. I offer an objective, positive outlook on difficult issues facing Jefferson County agriculture and collaborate well with diverse personalities and work styles. My experience managing a diverse agricultural operation will allow me to provide unique insight and fresh perspective for economic development planning in Jefferson County.

EXPERIENCE

Partner, Stockholder, Crop Manager – Lyle C. Tabb & Sons, Inc. - 2004 – Present

- Conduct day to day management of bookkeeping duties
- Make long-term decisions on usage of acreage, to include tillage, crop rotation, and conservation practices
- Planning and preparing for crop planting, seed orders, fertilizer application, and harvest schedules
- Recycling organic natural waste products
- Assisting cattle herd manager with planning for feed usage and pasture management

President – Jefferson County Farm Bureau – 2013 – Present

- Preside over monthly meetings
- Prepare agenda items
- Facilitate discussion on difficult and controversial issues facing Jefferson County agricultural producers

Employee – Lyle C. Tabb & Sons, Inc. – 1998-2004

- Planned and executed crop planting and harvest
- Maintained farm equipment
- Assisted cattle herd manager with day to day duties

EDUCATION

**B.S. Agribusiness Management and Rural Development – West Virginia University,
Morgantown, WV**

COMMUNITY INVOLVEMENT

Jefferson County Farm Bureau, Board Member - 2007 - Present

- Served as Vice President, 2011-2013
- Led Jefferson County Farm Bureau Young Farmers and Ranchers Committee
- Instituted Book Barn program within Jefferson County Schools
- Planned and managed youth and adult tractor driving and safety contests
- Managed Robert P. McGarry Scholarship for graduating Jefferson County seniors (2012 - present)

Eastern Panhandle Conservation District, Associate Supervisor - 2012 - Present

Jefferson County Extension Service Committee - 2013 - Present

Jefferson County Farm Service Agency County Committee - 2006 - Present (Elected)

- Manage and provide direction for programs instituted by the USDA Farm Service Agency
- Facilitate agency outreach for varied programs offered by the Farm Service Agency

Special Farmer's Market Committee Member, Jefferson County Development Authority - 2011

Jefferson County Agriculture Task Force - Voluntary Member - 2010 - Present

AWARDS AND RECOGNITION

West Virginia Small Business Administration - Family-Owned Small Business of the Year (Family Award) - 2012

West Virginia Young Farmer Achievement Award - State Winner - 2011

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

Week Ending Date	Week Ending May 25, 2013
To be Deposited on:	June 3, 2013
Amount Played	67,200,660.47
Amount Won	60,328,170.72
Amount Promo	255,801.00
MWAP Contribution	<u>4,276.40</u>
Adjusted Gross Terminal Revenue	<u>6,612,412.35</u>
Administrative Costs @ 4%	0.00
Excess Lottery Fund @ 4%	<u>264,496.50</u>
Net Terminal Revenue	<u>6,347,915.85</u>
Surcharge @ 10%	634,791.60
State Share Excess @ 58%	368,179.13
Track Share of Capital Reinvestment @ 42%	<u>266,612.47</u>
<i>Track Share of Capital Reinvestment @ 42% - 96%</i>	<i>255947.97</i>
<i>Track Share of Capital Reinvestment @ 42% - 4%</i>	<i>10664.50</i>
Adjusted Net Terminal Revenue	<u>5,713,124.25</u>
Racetrack @ 46.50% / 42%	2,399,512.19
Lottery Fund @ 30% / 0%	0.00
Excess Lottery Fund @ 0% / 41%	2,342,380.95
Race Track Purses @ 7% / 14% / 8%	457,049.94
Workers' Compensation Debt Reduction @ 7% / 0%	0.00
Employee Pension Fund @ 1% / .5%	28,565.62
Greyhound Development @ .75%	42,848.43
Thoroughbred Development @ .75%	42,848.43
Racing Commission @ 1%	57,131.24
County/Municipality @ 2%	114,262.48
3% Funds:	
Tourism Promotion Fund @ 1.375%	78,555.46
Development Office Promotion Fund @ .375%	21,424.22
Research Challenge Fund @ .5%	28,565.62
Capitol Renovation and Improvement Fund @ .6875%	39,277.73
2004 Capitol Complex Parking Garage Fund @ .0625%	3,570.70
1% Funds:	
State Capitol Complex Parking Garage @ 1%	0.00
Cultural Facilities and Capitol Resources @ .5%	0.00
Capitol Dome and Capitol Improvements @ .5% / 1%	<u>57,131.24</u>
	<u>5,713,124.25</u>

WEST VIRGINIA LOTTERY
First Benchmark
Charles Town
County / City Split
Fiscal Year 2013

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

DATE	2% OF ADJ. NET REVENUE	TO JEFFERSON COUNTY	TO FIVE CITIES	BOLIVAR 8.19%	CHARLES TOWN 41.20%	HARPERS FERRY 2.24%	RANSON 34.78%	SHEPHERDS TOWN 13.59%
Revised % (after 2/9/2013)				7.93%	39.90%	2.17%	33.68%	16.32%
Week Ending:								
07/07/12	\$ 161,637.92	\$ 161,637.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/14/12	\$ 129,458.04	\$ 129,458.04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/21/12	\$ 130,037.00	\$ 130,037.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
07/28/12	\$ 137,164.44	\$ 137,164.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/04/12	\$ 132,931.16	\$ 132,931.16	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/11/12	\$ 134,212.88	\$ 134,212.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
08/18/12	\$ 133,861.76	\$ 110,241.90	\$ 23,619.86	\$ 1,934.47	\$ 9,731.38	\$ 529.08	\$ 8,214.99	\$ 3,209.94
08/25/12	\$ 132,419.80	\$ 66,209.90	\$ 66,209.90	\$ 5,422.59	\$ 27,278.48	\$ 1,483.10	\$ 23,027.80	\$ 8,997.93
09/01/12	\$ 134,266.84	\$ 67,133.42	\$ 67,133.42	\$ 5,498.23	\$ 27,658.97	\$ 1,503.79	\$ 23,349.00	\$ 9,123.43
09/08/12	\$ 148,058.80	\$ 74,029.40	\$ 74,029.40	\$ 6,063.01	\$ 30,500.11	\$ 1,658.26	\$ 25,747.42	\$ 10,080.60
09/15/12	\$ 123,676.08	\$ 61,838.04	\$ 61,838.04	\$ 5,064.54	\$ 25,477.27	\$ 1,385.17	\$ 21,507.27	\$ 8,403.79
09/22/12	\$ 113,993.80	\$ 56,996.90	\$ 56,996.90	\$ 4,668.05	\$ 23,482.72	\$ 1,276.73	\$ 19,823.52	\$ 7,745.88
09/29/12	\$ 123,222.80	\$ 61,611.40	\$ 61,611.40	\$ 5,045.97	\$ 25,383.90	\$ 1,380.10	\$ 21,428.44	\$ 8,372.99
10/06/12	\$ 125,430.40	\$ 62,715.20	\$ 62,715.20	\$ 5,136.37	\$ 25,838.66	\$ 1,404.82	\$ 21,812.35	\$ 8,523.00
10/13/12	\$ 121,420.36	\$ 60,710.18	\$ 60,710.18	\$ 4,972.17	\$ 25,012.59	\$ 1,359.91	\$ 21,115.00	\$ 8,250.51
10/20/12	\$ 124,666.16	\$ 62,333.08	\$ 62,333.08	\$ 5,105.08	\$ 25,681.23	\$ 1,396.26	\$ 21,679.44	\$ 8,471.07
10/27/12	\$ 116,147.08	\$ 58,073.54	\$ 58,073.54	\$ 4,756.22	\$ 23,926.30	\$ 1,300.85	\$ 20,197.98	\$ 7,892.19
11/03/12	\$ 113,090.60	\$ 56,545.30	\$ 56,545.30	\$ 4,631.06	\$ 23,296.66	\$ 1,266.61	\$ 19,666.46	\$ 7,684.51
11/10/12	\$ 112,221.92	\$ 56,110.96	\$ 56,110.96	\$ 4,595.49	\$ 23,117.72	\$ 1,256.88	\$ 19,515.39	\$ 7,625.48
11/17/12	\$ 114,864.72	\$ 57,432.36	\$ 57,432.36	\$ 4,703.71	\$ 23,662.13	\$ 1,286.49	\$ 19,974.97	\$ 7,805.06
11/24/12	\$ 131,777.72	\$ 65,888.86	\$ 65,888.86	\$ 5,396.30	\$ 27,146.21	\$ 1,475.91	\$ 22,916.14	\$ 8,954.30
12/01/12	\$ 100,486.68	\$ 50,243.34	\$ 50,243.34	\$ 4,114.93	\$ 20,700.26	\$ 1,125.45	\$ 17,474.63	\$ 6,828.07
12/08/12	\$ 101,541.92	\$ 50,770.96	\$ 50,770.96	\$ 4,158.14	\$ 20,917.64	\$ 1,137.27	\$ 17,658.14	\$ 6,899.77
12/15/12	\$ 94,044.76	\$ 47,022.38	\$ 47,022.38	\$ 3,851.13	\$ 19,373.22	\$ 1,053.30	\$ 16,354.39	\$ 6,390.34
12/22/12	\$ 93,677.92	\$ 46,838.96	\$ 46,838.96	\$ 3,836.11	\$ 19,297.65	\$ 1,049.19	\$ 16,290.59	\$ 6,365.42
12/29/12	\$ 119,394.44	\$ 59,697.22	\$ 59,697.22	\$ 4,889.20	\$ 24,595.26	\$ 1,337.22	\$ 20,762.69	\$ 8,112.85
01/05/13	\$ 143,347.04	\$ 71,673.52	\$ 71,673.52	\$ 5,870.06	\$ 29,529.49	\$ 1,605.49	\$ 24,928.05	\$ 9,740.43
01/12/13	\$ 100,832.60	\$ 50,416.30	\$ 50,416.30	\$ 4,129.09	\$ 20,771.52	\$ 1,129.33	\$ 17,534.79	\$ 6,851.57
01/19/13	\$ 102,423.76	\$ 51,211.88	\$ 51,211.88	\$ 4,194.25	\$ 21,099.30	\$ 1,147.15	\$ 17,811.49	\$ 6,959.69
01/26/13	\$ 93,932.52	\$ 46,966.26	\$ 46,966.26	\$ 3,846.54	\$ 19,350.10	\$ 1,052.04	\$ 16,334.87	\$ 6,382.71
02/02/13	\$ 104,135.84	\$ 52,067.92	\$ 52,067.92	\$ 4,264.36	\$ 21,451.99	\$ 1,166.32	\$ 18,109.22	\$ 7,076.03
02/09/13	\$ 104,444.40	\$ 52,222.20	\$ 52,222.20	\$ 4,277.00	\$ 21,515.54	\$ 1,169.78	\$ 18,162.88	\$ 7,097.00
02/16/13	\$ 128,487.04	\$ 64,243.52	\$ 64,243.52	\$ 5,094.51	\$ 25,633.17	\$ 1,394.08	\$ 21,637.22	\$ 10,484.54
02/23/13	\$ 128,231.40	\$ 64,115.70	\$ 64,115.70	\$ 5,084.38	\$ 25,582.16	\$ 1,391.31	\$ 21,594.17	\$ 10,463.68
03/02/13	\$ 125,205.48	\$ 62,602.74	\$ 62,602.74	\$ 4,964.40	\$ 24,978.49	\$ 1,358.48	\$ 21,084.60	\$ 10,216.77
03/09/13	\$ 118,426.52	\$ 59,213.26	\$ 59,213.26	\$ 4,695.61	\$ 23,626.09	\$ 1,284.93	\$ 19,943.03	\$ 9,663.60
03/16/13	\$ 124,732.72	\$ 62,366.36	\$ 62,366.36	\$ 4,945.65	\$ 24,884.18	\$ 1,353.35	\$ 21,004.99	\$ 10,178.19
03/23/13	\$ 119,682.04	\$ 59,841.02	\$ 59,841.02	\$ 4,745.39	\$ 23,876.57	\$ 1,298.55	\$ 20,154.46	\$ 9,766.05
03/30/13	\$ 115,135.96	\$ 57,567.98	\$ 57,567.98	\$ 4,565.14	\$ 22,969.62	\$ 1,249.23	\$ 19,388.90	\$ 9,395.09
04/06/13	\$ 126,217.68	\$ 63,108.84	\$ 63,108.84	\$ 5,004.53	\$ 25,180.43	\$ 1,369.46	\$ 21,255.06	\$ 10,299.36
04/13/13	\$ 113,698.60	\$ 56,849.30	\$ 56,849.30	\$ 4,508.15	\$ 22,682.87	\$ 1,233.63	\$ 19,146.84	\$ 9,277.81
04/20/13	\$ 110,864.24	\$ 55,432.12	\$ 55,432.12	\$ 4,395.77	\$ 22,117.41	\$ 1,202.88	\$ 18,669.54	\$ 9,046.52
04/27/13	\$ 117,225.48	\$ 58,612.74	\$ 58,612.74	\$ 4,647.99	\$ 23,386.48	\$ 1,271.90	\$ 19,740.77	\$ 9,565.60
05/04/13	\$ 122,205.84	\$ 61,102.92	\$ 61,102.92	\$ 4,845.46	\$ 24,380.07	\$ 1,325.93	\$ 20,579.46	\$ 9,972.00
05/11/13	\$ 114,857.40	\$ 57,428.70	\$ 57,428.70	\$ 4,554.10	\$ 22,914.05	\$ 1,246.20	\$ 19,341.99	\$ 9,372.36
05/18/13	\$ 122,345.60	\$ 61,172.80	\$ 61,172.80	\$ 4,851.00	\$ 24,407.95	\$ 1,327.45	\$ 20,603.00	\$ 9,983.40
05/25/13	\$ 114,262.48	\$ 57,131.24	\$ 57,131.24	\$ 4,530.51	\$ 22,795.36	\$ 1,239.75	\$ 19,241.80	\$ 9,323.82
Subtotal	\$ 5,654,400.64	\$ 3,283,232.06	\$ 2,371,168.58	\$ 191,856.66	\$ 965,211.20	\$ 52,483.63	\$ 814,783.74	\$ 346,833.35

Benchmark Goal @ 2% \$ 912,063.48

Remainder until 1% / 1% Split \$ -

VIDEO LOTTERY REPORT

FY 2009		FY 2010		FY 2011		FY 2012		FY 2013	
Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount
7/5/2008 *	169,912.56	7/4/2009 *	128,262.42	07/03/2010	115,402.58	7/1-2/2011	69,824.12	07/07/2012	161,637.92
07/12/2008	176,592.38	07/11/2009	168,815.08	07/10/2010	205,731.64	07/09/2011	171,717.28	07/14/2012	129,458.04
07/19/2008	160,344.08	07/18/2009	160,652.98	07/17/2010	161,386.76	07/16/2011	143,019.52	07/21/2012	130,037.00
07/26/2008	162,982.74	07/25/2009	158,869.08	07/24/2010	160,368.28	07/23/2011	146,508.00	07/28/2012	137,164.44
08/02/2008	178,171.04	08/01/2009	174,493.08	07/31/2010	157,802.08	07/30/2011	144,510.28	08/04/2012	132,931.16
08/09/2008	123,538.04	08/08/2009	138,408.80	08/07/2010	136,494.98	08/06/2011	151,495.28	08/11/2012	134,212.88
08/16/2008	82,482.89	08/15/2009	81,222.14	08/14/2010	78,376.68	08/13/2011	117,350.38	08/18/2012	110,241.90
08/23/2008	76,426.18	08/22/2009	76,260.31	08/21/2010	76,199.02	08/20/2011	71,614.12	08/25/2012	66,209.90
08/30/2008	89,459.86	08/29/2009	80,472.92	08/28/2010	72,460.03	08/27/2011	63,432.14	09/01/2012	67,133.42
09/06/2008	91,644.46	09/05/2009	80,798.15	09/04/2010	76,362.84	09/03/2011	80,837.76	09/08/2012	74,029.40
09/13/2008	79,729.93	09/12/2009	86,286.92	09/11/2010	82,969.36	09/10/2011	84,845.80	09/15/2012	61,838.04
09/20/2008	71,269.36	09/19/2009	70,010.15	09/18/2010	67,638.78	09/17/2011	66,748.62	09/22/2012	56,996.90
09/27/2008	79,735.73	09/26/2009	69,316.87	09/25/2010	70,435.06	09/24/2011	68,929.80	09/29/2012	61,611.40
10/04/2008	75,186.22	10/03/2009	72,286.04	10/02/2010	71,013.86	10/01/2011	68,871.64	10/06/2012	62,715.20
10/11/2008	77,139.04	10/10/2009	69,650.63	10/09/2010	69,311.50	10/08/2011	70,866.90	10/13/2012	60,710.18
10/18/2008	80,668.26	10/17/2009	73,560.21	10/16/2010	75,234.62	10/15/2011	75,262.66	10/20/2012	62,333.08
10/25/2008	64,379.44	10/24/2009	67,581.66	10/23/2010	70,290.80	10/22/2011	68,757.72	10/27/2012	58,073.54
11/01/2008	68,352.42	10/31/2009	64,528.30	10/30/2010	65,615.04	10/29/2011	60,507.98	11/03/2012	56,545.30
11/08/2008	70,823.02	11/07/2009	63,741.59	11/06/2010	61,337.62	11/05/2011	70,673.88	11/10/2012	56,110.96
11/15/2008	65,565.50	11/14/2009	65,959.64	11/13/2010	64,595.28	11/12/2011	67,627.10	11/17/2012	57,432.36
11/22/2008	63,883.80	11/21/2009	59,547.05	11/20/2010	56,010.08	11/19/2011	60,690.60	11/24/2012	65,888.86
11/29/2008	69,850.12	11/28/2009	72,399.98	11/27/2010	71,170.90	11/26/2011	74,140.54	12/01/2012	50,243.34
12/06/2008	55,696.68	12/05/2009	51,006.51	12/04/2010	53,215.08	12/03/2011	59,429.94	12/08/2012	50,770.96
12/13/2008	60,178.04	12/12/2009	52,460.58	12/11/2010	46,944.00	12/10/2011	51,395.44	12/15/2012	47,022.38
12/20/2008	52,189.19	12/19/2009	32,834.39	12/18/2010	42,076.76	12/17/2011	55,981.32	12/22/2012	46,838.96
12/27/2008	72,205.91	12/26/2009	53,406.34	12/25/2010	50,450.28	12/24/2011	54,248.62	12/29/2012	59,697.22
01/03/2009	96,504.65	01/02/2010	92,980.40	01/01/2011	85,152.12	12/31/2011	94,661.00	01/05/2013	71,673.52
01/10/2009	53,286.62	01/09/2010	55,020.46	01/08/2011	54,301.30	01/07/2012	74,863.40	01/12/2013	50,416.30

01/17/2009	56,068.87	01/16/2010	60,551.28	01/15/2011	54,005.90	01/14/2012	58,901.92	01/19/2013	51,211.88
01/24/2009	71,474.63	01/23/2010	69,943.53	01/22/2011	60,924.74	01/21/2012	61,819.92	01/26/2013	46,966.26
01/31/2009	61,089.80	01/30/2010	48,527.75	01/29/2011	48,036.94	01/28/2012	62,898.78	02/02/2013	52,067.92
02/07/2009	83,539.63	02/06/2010	37,155.14	02/05/2011	60,777.44	02/04/2012	72,154.66	02/09/2013	52,222.20
02/14/2009	76,054.44	02/13/2010	44,334.00	02/12/2011	67,471.84	02/11/2012	66,429.04	02/16/2013	64,243.52
02/21/2009	91,838.41	02/20/2010	76,946.12	02/19/2011	72,018.54	02/18/2012	77,455.88	02/23/2013	64,115.70
02/28/2009	80,806.88	02/27/2010	72,024.40	02/26/2011	75,544.02	02/25/2012	77,611.78	03/02/2013	62,602.74
03/07/2009	48,837.13	03/06/2010	76,936.85	03/05/2011	74,535.34	03/03/2012	75,963.86	03/09/2013	59,213.26
03/14/2009	96,025.39	03/13/2010	71,007.37	03/12/2011	66,979.48	03/10/2012	76,808.62	03/16/2013	62,366.36
03/21/2009	79,002.82	03/20/2010	74,335.38	03/19/2011	73,113.26	03/17/2012	76,883.92	03/23/2013	59,841.02
03/28/2009	79,250.83	03/27/2010	69,941.88	03/26/2011	68,490.80	03/24/2012	72,108.36	03/30/2013	57,567.98
04/04/2009	75,968.30	04/03/2010	70,636.28	04/02/2011	70,846.58	03/31/2012	74,244.22	04/06/2013	63,108.84
04/11/2009	75,964.94	04/10/2010	69,692.79	04/09/2011	67,076.78	04/07/2012	75,382.98	04/13/2013	56,849.30
04/18/2009	80,598.22	04/17/2010	69,335.92	04/16/2011	64,698.56	04/14/2012	71,065.34	04/20/2013	55,432.12
04/25/2009	75,571.46	04/24/2010	68,714.11	04/23/2011	67,674.14	04/21/2012	68,055.08	04/27/2013	58,612.74
05/02/2009	73,957.05	05/01/2010	68,799.06	04/30/2011	66,807.50	04/28/2012	72,880.66	05/04/2013	61,102.92
05/09/2009	76,697.22	05/08/2010	67,403.54	05/07/2011	66,379.74	05/05/2012	71,582.30	05/11/2013	57,428.70
05/16/2009	71,925.70	05/15/2010	70,186.32	05/14/2011	66,699.76	05/12/2012	63,357.92	05/18/2013	61,172.80
05/23/2009	81,395.43	05/22/2010	64,695.71	05/21/2011	63,210.44	05/19/2012	78,984.36	05/25/2013	57,131.24
05/30/2009	82,161.55	05/29/2010	67,157.40	05/28/2011	64,724.06	05/26/2012	67,396.24		
06/06/2009	74,895.74	06/05/2010	77,371.80	06/04/2011	74,952.34	06/02/2012	76,959.44		
06/13/2009	67,327.23	06/12/2010	66,106.29	06/11/2011	62,203.12	06/09/2012	63,584.86		
06/20/2009	75,500.53	06/19/2010	64,888.48	06/18/2011	61,200.76	06/16/2012	59,436.12		
06/27/2009	67,354.10	06/26/2010	63,950.29	06/25/2011	65,470.44	06/23/2012	55,921.30		
6/30/2009 ***	32,059.58	06/30/2010	29,667.19	06/30/2011	34,351.16	06/30/2012	58,207.40		

TOTALS	4403564.04	4041141.56	4016541.01	4124906.8	3283232.06
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Table Game Revenue

Date	Amount	Date	Amount	Date	Amount
July/August, 2010	154,185.68	July, 2011	141,718.01	July, 2012	138,663.64
September, 2010	94,247.84	August, 2011	137,473.92	August, 2012	133,245.83
October, 2010	105,903.60	September, 2011	110,375.25	September, 2012	127,532.40
November, 2010	108,717.67	October, 2011	124,273.94	October, 2012	126,482.02
December, 2010	118,721.11	November, 2011	121,118.87	November, 2012	134,443.93
January, 2011	106,189.21	December, 2011	140,509.93	December, 2012	146,677.92
February, 2011	105,776.45	January, 2012	137,812.68	January, 2013	132,650.35
March, 2011	120,927.10	February, 2012	142,770.01	February, 2013	121,636.62
April, 2011	130,654.61	March, 2012	151,845.46	March, 2013	149,033.62
May, 2011	130,492.02	April, 2012	127,862.26	April, 2013	105,545.23
June, 2011	121,576.41	May, 2012	137,905.13		
		June, 2012	129,235.38		
Total 2010-2011	1297391.7	Total 2011-2012	1602900.84	Total 2011-2012	1315911.56

Table Game Revenue Distribution - Jefferson County School Board

<u>Date</u>	<u>Amount</u>
July, 2011	425,154.03
August, 2011	412,421.76
September, 2011	331,125.75
October, 2011	372,821.82
November, 2011	363,356.61
December, 2011	421,529.79
January, 2012	413,438.04
February, 2012	428,310.03
March, 2012	455,536.38
April, 2012	383,586.78
May, 2012	413,715.39
June, 2012	387,706.12
Total 2011-2012	4,808,702.50

<u>Date</u>	<u>Amount</u>
July, 2012	415,990.92
August, 2012	399,737.49
September, 2012	382,597.20
October, 2012	379,446.06
November, 2012	403,331.79
December, 2012	440,033.75
January, 2013	397,951.05
February, 2013	381,857.07
March, 2013	447,100.86
April, 2013	316,635.69
Total 2011-2012	3,964,681.88