

**SPECIAL SESSION - JEFFERSON COUNTY LEGISLATIVE SUMMIT
JEFFERSON COUNTY COMMISSION
THURSDAY, NOVEMBER 5, 2015
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

WELCOME & INTRODUCTION OF SENATORS and DELEGATES

WORK SESSION

1. 9:30 a.m. Jefferson County Legislative Summit to discuss the following legislative priorities for Jefferson County in 2016:
 - Update on Prevailing Wage and the "Brunch Bill."
 - Cost sharing for Regional Jail fees.
 - Consolidation of Fire and Emergency Medical Service Fees.
 - Protection and preservation of the county's horse racing industry.
 - Legislation requiring all county elected officials to adhere to County Commission personnel policies.
 - Legislation regarding the transport and storage of unclaimed, deceased bodies.
 - Legislation regarding the issue of puppy mills.
 - Legislation for infrastructure and the consolidation of facilities for sustainable water and sewer services.
 - Possible amendment to WV State Code Chapter 7, Article 1, Section 3ff allowing a county fire chief to designate another members of a county fire company to serve as a member of the Property Safety Enforcement Agency when a county fire chief is unable or unwilling to serve.
 - Poor internet and cellular phone service in the Eastern Panhandle.
 - Tax Reform Committee issues.
 - Opposition to the potential reduction of concealed weapons permit fees.
 - Online auction of property for the Sheriff's Tax Office.

- Donation of land to non-profit organizations (Animal Welfare Society).
2. 12:15 p.m. Approval of Contract for Fiscal Year 2015 Audit - Discussion/Action
 3. 12:20 p.m. Resolution in support of the December 12, 2015 School Levy - Discussion/Action
 4. **ADJOURN**

** The public is welcome and encouraged to attend this summit; however, public comments will not be accepted at this session.*

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name:

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **November 5, 2015**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Approval of Contract for Fiscal Year 2015 Audit**

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

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector **Y/N** Internet/Wi Fi **Y/N** Telephone for conference call **Y/N**

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

UNIFORM CONTRACT TO AUDIT/REVIEW LOCAL GOVERNMENT FINANCIAL STATEMENTS

(Form Prescribed by the WV State Auditor)
Uniform Contract Agreement Between:

(Local Government Name and Address/the "Entity")

(CPA Name & Address /the "CPA")

and

1. It is agreed by the parties hereto that this contract shall include paragraphs 1 through 19 inclusive as set forth on pages 1-3 inclusive hereof, and all matters set forth on such pages are hereby expressly made a part of this agreement.
2. If an audit is performed, the CPA shall express an opinion on the fair presentation of the entity's financial statements prepared in conformity with generally accepted accounting principles or other comprehensive basis of accounting. The CPA shall conduct the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Additionally, if a Single Audit is required, as defined in section 1.6 of the *Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments*, then such Single Audit shall be performed in accordance with Circular A-133. If a review is performed, the CPA shall express that a review was conducted in accordance with Statements on Standards for Attestation Engagements and *Government Auditing Standards* issued by the Comptroller General of the United States.
3. It is agreed that time is of the essence under this contract. All audits/reviews shall be performed and all reports, documents, audit documentation, and materials to be completed and submitted by the CPA hereunder shall be completed and submitted by the date set forth in paragraph 18, or by an extension date authorized in writing by the Chief Inspector. Such date shall hereinafter be termed the issue date or the completion date. It is agreed that the failure to submit the audit/review report within the specified time period determined with regard to any properly executed and authorized extension of time constitutes a breach of contract as of such date and that such breached contracts are subject to the penalty provisions contained in the *Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments*. Each audit year must list a separate due date. If the audit period encompasses more than three years, use two contracts. Each contract must be signed and filled out completely.
4. It is agreed that the contract herein referred to represents the entire and integrated agreement between the Entity (auditee), and the CPA (auditor), and supersedes all prior negotiations, representations, or agreements whether written or oral. The *Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments* and the written audit proposal of the firm selected are by reference incorporated into the contract. The contract may only be amended by written agreement of the Chief Inspector, the CPA, and the Entity. Nothing herein precludes the issuance of a standard governmental audit engagement/arrangement letter. However, said letter may not alter or modify any provision of the proposal, procedures manual or this contract.
5. It is agreed that the CPA bears ultimate responsibility for determining, and will conduct and submit the audit and report for, the type of audit/review required of the entity in accordance with the requirements as specified in section 1.6 of the *Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments*. It is agreed that the stated contract price is all inclusive and will not be adjusted except for unusual situations which require a significant expansion to the scope of the audit/review. In such case the CPA shall immediately notify the Chief Inspector in writing, providing documentation of the factors and the requested amount of fee adjustment. Such fee adjustments are subject to the review, revision and approval of the Chief Inspector.
6. It is agreed that the CPA's relationship with the entity is limited to that of an independent contractor/vendor. As such, the entity has the right to seek redress to recover damages or losses arising directly out of error, omission, negligent act or the failure to exercise due professional care on the part of the CPA, its subcontractor and/or joint venture parties.
7. The Uniform Contract shall be construed, interpreted and the rights of all parties determined in accordance with the laws of the State of West Virginia. The CPA further shall obey or satisfy all lawful rules, regulations, and requirements issued or promulgated under the laws of any duly authorized State or Federal officials.

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and

8. It is agreed that the CPA shall remain an independent contractor with respect to all services performed hereunder and shall accept full exclusive liability for all payments of any contributions or taxes for social security, unemployment benefits, workers' compensation benefits, pensions and annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries or other remuneration paid to persons employed by the CPA on work performed under any Chief Inspector approved Uniform Contract to Audit/Review Financial Statements. The CPA shall indemnify and hold harmless the entity and the Chief Inspector from any contributions, taxes or liability referred to in this article.
9. It is agreed that the Entity shall pay to the CPA the consideration (excluding the Chief Inspector process fee) specified under this contract as stated in paragraph 19 of this contract within 30 days of receipt of the audit/review report by the Chief Inspector. Should payment of such consideration be delayed for any reason, other than breach of contract by the CPA, or unsatisfactory performance of this contract by the CPA, as determined by the Chief Inspector, the Entity agrees to pay interest at a rate of ten percent, compounded annually, on all amounts due to the CPA or the Chief Inspector under this contract from the date such consideration or fee should have been paid until such consideration or fee is paid in full. All parties agree that liability to pay the fee herein set forth is solely that of the Entity. However, in the event that the Chief Inspector exercises the right to reject all or any part of the audit report as specified in paragraph 11 of this contract, the Entity may suspend payment of all consideration and fees set forth in this contract until the report is deemed sufficient by the Chief Inspector.
10. It is agreed that the Entity shall pay the Chief Inspector's process fee as stated in paragraph 19. Such fee shall be paid directly to the Chief Inspector Division and payment will be made within 30 days of being invoiced by the Chief Inspector.
11. It is agreed by all parties hereto that the Chief Inspector may at any time prior to completion of performance of this contract prescribe departures from the aforesaid standards, statements, guidelines, procedures or guides which shall be followed. The Chief Inspector shall have the right to reject, for good cause shown, all or any portion of the audit and working papers of the CPA.
12. If this contract is breached in any way by the CPA, no consideration or payments of any type shall be paid or payable to the CPA. There shall be no consideration paid or payable for partial performance of the contract, and all money, partial payments or considerations paid to the CPA as full or partial, direct or indirect consideration under this contract prior to or subsequent to any breach of this contract by the CPA shall be returned to the Entity in full with ten percent interest, compounded annually, calculated for the period from the time the CPA gained control of such money to the time of repayment in full.
13. The terms of this contract shall not be amended without the express written approval of the Chief Inspector.
14. It is agreed that if this contract is for multiple years, the contract shall be subject to annual renewal or termination. Contract periods must correspond with time periods stipulated on the Chief Inspector Division bid list. Annual renewal shall be by formal motion of the entity's governing body on or after July 1 of the then current fiscal year.
15. Termination shall be by written notice via certified mail to all parties within 90 days prior to the close of the forthcoming fiscal year audit/review. The Chief Inspector retains the right to terminate the contract for forthcoming years at any time or for any reason. Conditions for renewal or termination are specified in section 1.15 of the Procedures Manual for Procuring and Conducting Audits and Reviews of Local Governments incorporated into this contract by paragraph 4.

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and

16. The type of audit or review (use code A, B or C) to be performed by the CPA, subject to the provisions of paragraph 5, is as follows:

Year	2015	Year		Year	
Type		Type		Type	

A-Single Audit in accordance with OMB Circular A-133

B-Financial and Compliance Audit in accordance with *Governmental Auditing Standards* issued by the U.S. Comptroller General

C-Financial and Compliance Review

17. The audit of the Entity shall be for the period(s) stipulated in paragraph 16 of this agreement. If this contract includes future audit years, this contract shall be subject to annual renewal or termination in accordance with the provisions of paragraph 14. ALL CONTRACT PERIODS MUST CORRESPOND WITH THE PERIOD STIPULATED ON THE CID BID LIST

18. The completion date referred to in paragraph 3 must be the 15th, end of the month, or subsequent March 24th:

Year	2015	Year		Year	
Completion Date		Completion Date		Completion Date	

19. The total consideration to the CPA referred to in paragraph 9 shall be

An additional 8% process fee referred to in paragraph 10 shall be remitted to the Chief Inspector Division.

Year	2015	Year		Year	
Price	\$	Price	\$	Price	\$
Process Fee	\$	Process Fee	\$	Process Fee	\$

Entity Name _____

Firm Name _____

Name and Title (Please print) _____

Name and Title (Please print) _____

Signature _____

Signature _____

Date _____

Date _____

After the contract form is completed and signed by the Entity and the CPA, return the original copy and the other required documents to: West Virginia State Auditor's Office, Chief Inspector Division, 1900 Kanawha Blvd. E., Bldg. 1, Room W-420, Charleston, WV 25305.

CONTRACT APPROVED BY THE DEPUTY STATE AUDITOR OR BY AN AUTHORIZED DESIGNEE AS CHIEF INSPECTOR:

 Name and Title (Please print)

 Signature

 Date

AGENDA REQUEST FORM
www.jeffersoncountywv.org



Name:

Department or Organization: **Jefferson County Commission**

Estimation of amount of time needed for appointment:

Date Requested – 1st Choice: **November 5, 2015**

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

Date Requested – 2nd Choice:

Subject (*Wording to be placed on agenda*): **Resolution in Support of the December 12, 2015 School Levy**

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

Is this a funding request? Y/N NO

If so, how much? \$

Provide exact financial impact/request:

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

Attach supporting documents for request, or request may be denied.

If not attached, explain:

Is equipment needed? Projector **Y/N** Internet/Wi Fi **Y/N** Telephone for conference call **Y/N**

Contact information:

Email address:

Phone Number:

FOR COMMISSION STAFF USE ONLY – FINANCIAL IMPACT/RECOMMENDATION

not applicable

RESOLUTION

The County Commission of Jefferson County met on October 29, 2015 with a quorum present and passed the following Resolution:

WHEREAS, The Jefferson County Commission unanimously supports the renewal of the Excess Levy for the continuation of essential needed services for our school-aged children in the form of funding for: textbooks and technology, school allocations, non-state funded personnel, competitive pay for teachers, local libraries, WVU 4H Extension supplement, and professional development;

WHEREAS, This is not a new tax but has been in place since 1946 and costs the homeowner about \$275 on a \$100,000 home;

WHEREAS, well-educated students are essential to the future economic growth of our county because an educated work force is a key incentive to attract new businesses;

WHEREAS, having the levy in place signals our county's strong commitment to education and enhances our ability to compete for state building funds from the West Virginia School Building Authority (WVSBA);

WHEREAS, the levy is essential to maintain high academic standards in this time of declining state support for local education programs

NOW, THEREFORE BE IT RESOLVED, that the Jefferson County Commission urges the citizens of Jefferson County to support the renewal of the School Levy.

Signed: _____


Jane Tabb, President

Jefferson County Commission

MEMORANDUM

Jefferson County, West Virginia Engineering Department

TO: Stephanie Grove, County Administrator

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

DATE: October 8, 2015

SUBJECT: Property Safety Enforcement Agency
Requested Amendment to State Code – Chapter 7, Article 1, Section 3ff

In response to your notification of the County Commission's upcoming legislative summit, find attached a copy of the correspondence sent to Senator John Unger in 2010, requesting an amendment to Chapter 7, Article 1, Section 3ff, paragraph (c), of the West Virginia State Code. This section grants county commissions the authority to adopt a property safety ordinance.

Also attached is a copy of the West Virginia Code, Chapter 7, Article 1, Section 3ff, paragraph (c), with the proposed amendment shown in **bold/highlighted** print. The purpose of the amendment is to allow a county fire chief to designate another member of a county fire company to serve as a member of the Property Safety Enforcement Agency when a county fire chief is unable or unwilling to serve.

Not having a member of a fire company participate on the board makes it difficult sometimes for the board to achieve a quorum and conduct business; we've had to cancel a number of meetings as a result and send citizens away without being able to hear their complaints.

Please let me know if you need any other information.

JEFFERSON COUNTY, WEST VIRGINIA

Engineering Department

116 East Washington Street

P.O. Box 716

Charles Town, West Virginia 25414

Phone: 304-728-3257

Fax: 304-728-3953

Email: engineering@jeffersoncountywv.org

May 17, 2010

Senator John Unger
State Capitol Building
Building 1, Room 216W
1900 Kanawha Blvd., East
Charleston, WV 25305-0800

COPY

Re: West Virginia Code Revision – Chapter 7, Article 1, Section 3ff

Dear Senator Unger:

This letter is in response to our conversation on April 27th between you, Fred Blackmer and me about a requested revision to the language in the West Virginia state code governing the Property Safety Enforcement Agency. The state code requires that the membership of the Enforcement Agency board shall include an appointed Fire Chief. This presents a problem in that it is difficult to continually find a fire chief willing to serve on the board.

The board believes this problem can be solved by adding language to the code that allows the fire chief to designate another person from the fire company to serve in their place on the board. Therefore, the Jefferson County Property Safety Enforcement Agency board is asking that you introduce the revision in the next legislative session.

The section of the State Code with the proposed language revision is attached for your use. Please contact me at 304-728-3257, if you have any questions regarding this matter.

Sincerely,

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

Attch.

C: Fred Blackmer, President
Jefferson County Property Safety Enforcement Agency

The following revision to the West Virginia Code, Chapter 7, Article 1, Section 3ff, paragraph (c) is proposed for the purpose of allowing a county fire chief to designate another member of a county fire company to serve as a member of the Property Safety Enforcement Agency when a county fire chief is unable to serve.

Note: No language is deleted. Language added is shown in **bold/highlighted** print.

Enter Search Terms



West Virginia Legislature

1ST SESSION OF THE 82ND LEGISLATURE



WEST VIRGINIA CODE

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§7-1-3ff. Authority of county commission to regulate unsafe or unsanitary structures and refuse on private land; authority to establish an enforcement agency; county litter control officers; procedure for complaints; lien and sale of land to recover costs; entry on land to perform repairs and alterations or to satisfy lien; receipt of grants and subsidies.

(a) Plenary power and authority are hereby conferred upon every county commission to adopt ordinances regulating the repair, alteration or improvement, or the vacating and closing or removal or demolition, or any combination thereof, of any dwellings or other buildings, except for buildings utilized for farm purposes on land actually being used for farming, unfit for human habitation due to dilapidation, defects increasing the hazard of fire, accidents or other calamities, lack of ventilation, light or sanitary facilities or any other conditions prevailing in any dwelling or building, whether used for human habitation or not, which would cause the dwellings or other buildings to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare, whether the result of natural or manmade force or effect.

(b) Plenary power and authority are hereby conferred upon every county commission to adopt ordinances regulating the removal and clean up of any accumulation of refuse or debris, overgrown vegetation or toxic spillage or toxic seepage located on private lands which is determined to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare, whether the result of natural or manmade force or effect.

(c) The county commission, in formally adopting ordinances, shall designate an enforcement agency which shall consist of the county engineer (or other technically qualified county employee or consulting engineer), county health officer or his or her designee, a fire chief **or his or her designee** from a county fire company, the county litter control officer, if the commission chooses to hire one, and two members at large selected by the county commission to serve two-year terms. The county sheriff shall serve as an ex officio member of the enforcement agency and the county officer charged with enforcing the orders of the county commission under this section.

(d) In addition to the powers and duties imposed by this section, county litter control officers shall have authority to issue citations for open dumps, as prohibited by subsection (a), section ten, article fifteen, chapter twenty-two of this code, unlawful disposal of litter, as prohibited by section four, article fifteen-a, chapter twenty-two of this code, and failure to provide proof of proper disposal of solid waste, as prohibited by subsection (a), section ten, article four, chapter twenty-two-c of this code, after completing a training course offered by the West Virginia Department of Environmental Protection. Nothing in this subsection supercedes the authority or duty of the Department of Environmental Protection or other law-enforcement officers to preserve law and order and enforce the litter control program.

(e) Any ordinance adopted pursuant to the provisions of this section shall provide fair and equitable rules of procedure and any other standards considered necessary to guide the enforcement agency, or its agents, in the investigation of dwelling or building conditions, accumulation of refuse or debris, overgrown vegetation or toxic spillage or toxic seepage and shall provide for fair and equitable rules of procedure for instituting and conducting hearings in the matters before the county commission. Any entrance upon premises for the purpose of making examinations shall be made in a manner as to cause the least possible inconvenience to the persons in possession.

(f). (1) Complaints authorized by this section shall be brought before the county commission. Complaints shall be initiated by citation issued by the county litter control officer or petition of the county engineer (or other technically qualified county employee or consulting engineer) on behalf of and at the direction of the enforcement agency, but only after that agency has investigated and determined that any dwelling, building, accumulation of refuse or debris, overgrown vegetation or toxic spillage or toxic seepage is unsafe, unsanitary, dangerous or detrimental to the public safety or welfare and should be repaired, altered, improved, vacated, removed, closed, cleaned or demolished.

(2) The county commission shall cause the owner or owners of the private land in question to be served with a copy of the complaint. Service shall be accomplished in the manner provided in rule four of the West Virginia Rules of Civil Procedure.

(3) The complaint shall state the findings and recommendations of the enforcement agency and that unless the owner or owners of the property file with the clerk of the county commission a written request for a hearing within ten days of receipt of the complaint, an order will be issued by the county commission implementing the recommendations of the enforcement agency.

(4) If the owner or owners of the property file a request for a hearing, the county commission shall issue an order setting this matter down for hearing within twenty days. Hearings shall be recorded by electronic device or by court reporter. The West Virginia rules of evidence do not apply to the proceedings, but each party has the right to present evidence and examine and cross-examine all witnesses.

(5) The enforcement agency has the burden of proving its allegation by a preponderance of the evidence and has the duty to go forward with the evidence.

(6) At the conclusion of the hearing the county commission shall make findings of fact, determinations and conclusions of law as to whether the dwelling or building: Is unfit for human habitation due to dilapidation; has defects that increase the hazard of fire, accidents or other calamities, lacks ventilation, light or sanitary facilities; or any other conditions prevailing in the dwelling or building, whether used for human habitation or not and whether the result of natural or manmade force or effect, which would cause such dwelling or other building to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare; or whether there is an accumulation of refuse or debris, overgrown vegetation, toxic spillage or toxic seepage on private lands which is determined to be unsafe, unsanitary, dangerous or detrimental to the public safety or welfare, whether the result of natural or manmade force or effect.

(7) The county commission has authority to order the owner or owners thereof to repair, alter, improve, vacate, remove, close, clean up or demolish the dwelling or building in question or to remove or clean up any accumulation of refuse or debris, overgrown vegetation or toxic spillage or toxic seepage within a reasonable time and to impose daily civil monetary penalties on the owner or owners who fail to obey an order.

(8) Appeals from the county commission to the circuit court shall be in accordance with the provisions of article three, chapter fifty-eight of this code.

(g) Upon the failure of the owner or owners of the private land to perform the ordered duties and obligations as set forth in the order of the county commission, the county commission may advertise for and seek contractors to make the ordered repairs, alterations or improvements or the ordered demolition, removal or clean up. The county commission may enter into any contract with any contractor to accomplish the ordered repairs, alterations or improvements or the ordered demolition, removal or clean up.

(h) A civil proceeding may be brought in circuit court by the county commission against the owner or owners of the private land or other responsible party that the subject matter of the order of the county commission to subject the private land in question: (1) To a lien for the amount of the contractor's costs in making these ordered repairs, alterations or improvements or ordered demolition, removal or clean up, together with any daily civil monetary penalty imposed; (2) to order and decree the sale of the private land in question to satisfy the lien; (3) to order and decree that the contractor may enter upon the private land in question at any and all times necessary to make ordered repairs, alterations or improvements, or ordered demolition, removal or clean up; and (4) to order the payment of all costs incurred by the county with respect to the property and for reasonable attorney fees and court costs incurred in the prosecution of the action.

(i) County commissions have the power and authority to receive and accept grants, subsidies, donations and services in kind consistent with the objectives of this section.

*Note: WV Code updated with legislation passed through the [2015 Regular Session](#)
The WV Code Online is an unofficial copy of the annotated WV Code, provided as a convenience. It has NOT been edited for publication, and is not in any way official or authoritative.*

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Animal Welfare Society of Jefferson County

PO Box 147 • Charles Town, WV 25414
Telephone: 304-725-0589 • web site: www.awsjc.org

Serving the Jefferson County community for over 60 years

September 30, 2015

Stephanie Grove, Esq.
Jefferson County Administrator
P.O. Box 250
Charles Town, WV 25414

Re: Transfer of Land to Animal Welfare Society

Dear Ms. Grove:

In 1985 the Jefferson County Commission conveyed by deed (Book-Page 539-222) one acre of land to the Animal Welfare Society, a non-profit charitable organization, for use as the site for an animal shelter. The deed of gift contains language such that if the land ever stops being used for an animal shelter title reverts to the Jefferson County Commission.

Since 1985 the land has indeed been used for an animal shelter, and the shelter building is even enjoying a modest expansion, completed in 2014. The AWS also has been able to expand its outside fencing to allow more space for dog walking and dog runs. It is this outside space we seek to add to, for more dog runs and possible future building expansion, by means of a small grant of land from the County Commission. We are interested in adding to our site land fronting along Old Leetown Pike and also land between the current north AWS property line and the old graveyard, along Poor Farm Road.

My question is this: Would you and the Jefferson County Commission consider granting to the Animal Welfare Society of Jefferson County a parcel of land of about one-half to one acre adjacent our site and fronting along Old Leetown Pike, or a second parcel of about one-half to one acre between the current AWS north property line and the old graveyard fronting along Poor Farm Road, or both parcels? The AWS would bear the costs of a land survey and preparation of the deed, and of course we would work with anyone who may be farming the land.

The deed contains references to House Bill 1098, passed by the House on February 22, 1985, and passed by the Senate on March 15, 1985, which legislation is said in the deed to have authorized that conveyance to the AWS. It may well be that special enabling legislation is required during the upcoming legislative session and this letter will hopefully provide the back-up you need for this request.

If you need additional information please do not hesitate to have someone give me a call at 304-728-8247, or e-mail me at wvbreeze@citlink.net. I can meet with you or the Commission at your convenience.

I am attaching a drawing sketch to indicate the two parcels we are thinking about, and I am thanking you for your consideration of this request.

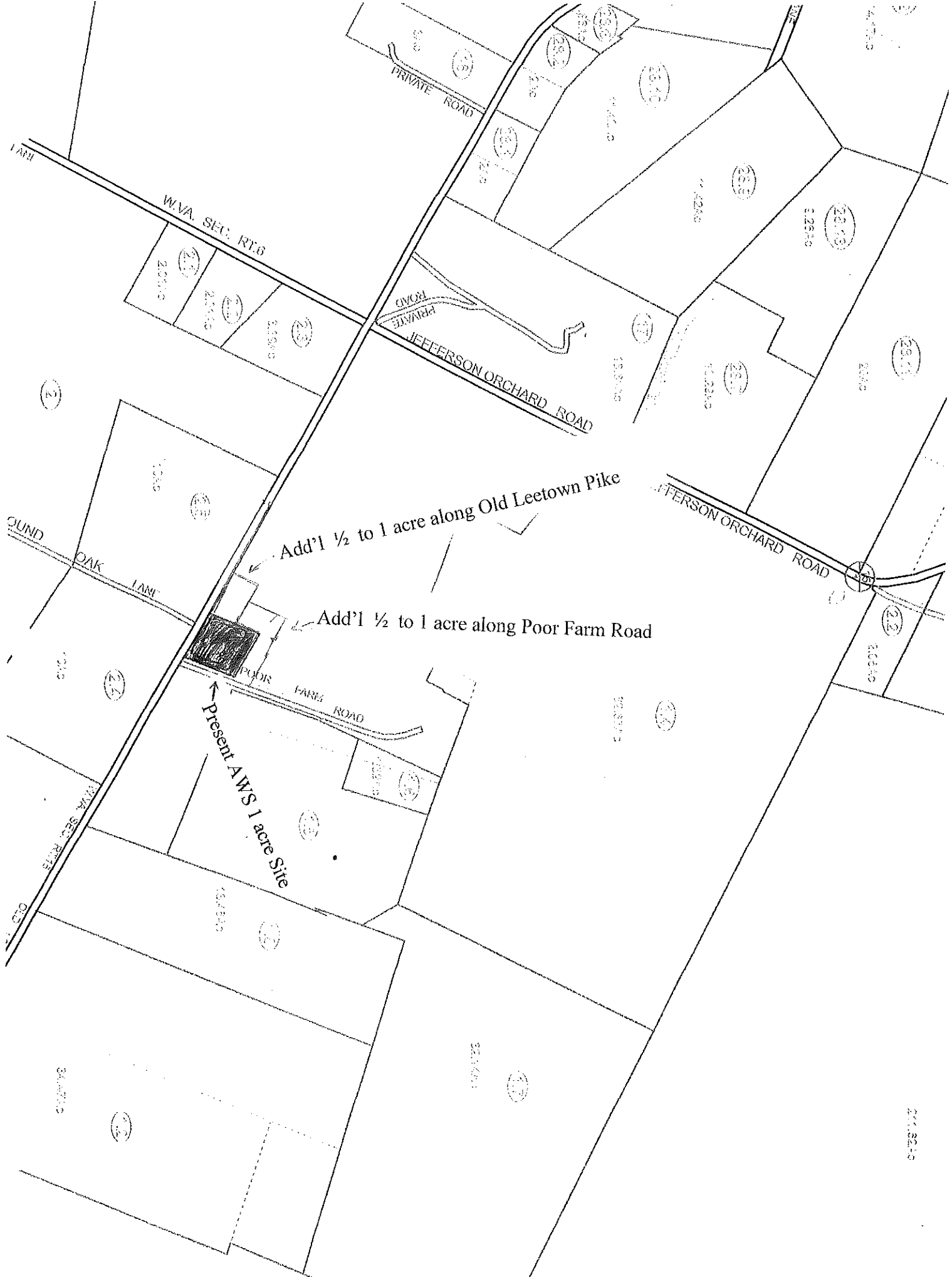
Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff D. Bresee".

Jeff D. Bresee
AWS Board Member

Attachment

cc: Mr. Bill Dunn, AWS Board President (w/att)



← Add 1 1/2 to 1 acre along Old Leetown Pike

← Add 1 1/2 to 1 acre along Poor Farm Road

← Present AWS 1 acre Site

WVA. SEC. RT.6

PRIVATE ROAD

PRIVATE ROAD

JEFFERSON ORCHARD ROAD

JEFFERSON ORCHARD ROAD

POOR FARM ROAD

DUNK OAK LANE

FARM

OUND

ERO

(2)

20010

20010

20010

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