

Attachment
Item 5. b.

Checks over Purchasing Threshold for approval			
Town Council Meeting 5/13/2024			
Check #	Vendor	INV #	Amount
14967	Law office Hoy Shingleton	4487	Bond RFP, review, SB234 \$ 1,045.00
16472	Law office Hoy Shingleton	4487	ORC, TC Meetings \$ 962.00
16504	Cornerstone Lawn Service	20907, 0224 CM	Street Sweeping post snow season \$ 1,700.00
16503	WVU Land Use Clinic	16503	Half Comprehensive Plan update \$ 10,000.00
14988	Advantage Technologies	77779	Various IT tasks, UPC failure resol \$ 737.07
16500	Advantage Technologies	77779	Various IT tasks, UPC failure resol \$ 1,925.42
16498	Shenandoah Air Conditioning	56384515	Post Office AC unit initial Repair \$ 1,179.51
16506	Artisan Electrician	3167	Post Office HVAC unit repair \$ 1,051.00
16499	Perry & Associates	124265	FY 2023 Audit \$ 12,000.00
14975	GD&F	89701	Re-design, re-permit, WDA project \$ 1,486.73
16489	Motorola	various	Body radio purchase amount over approved \$ 2,084.64
14977	Core & Main	U641713	Mains M/S \$ 2,426.36

Attachment
Item 6.a.v.
(3 pages)

FY 2023	HF Water Works Proposed	FY 2024 Proposed REV 2	ESTIMATED as of 31 March 2024	FY 2024 REV 3 PROPOSED	NET Change REV 3 to 2 FY 2024	FY 2025 PROPOSED	Net change FY 2024 REV 3 to FY 2025	FY 2024/25 notes NOTES
Line item	Description							
400	INCOME					plus 30%		
	Bond Renewal & repl 2/5%	\$20,875.00	\$15,500.00	\$20,875.00	\$0.00	\$27,137.50	\$6,262.50	connects to line 127 in expenses
	SB 234 Cap Requirement					\$72,953.00	\$72,953.00	connects to line 31 in expenses
	New Water Taps		\$750.00		\$0.00		\$0.00	
	Capacity Improvement Fees		\$2,925.00		\$0.00		\$0.00	
419	Interest Income Bonds	\$1,000.00	\$1,025.00	\$1,100.00	\$100.00	\$1,000.00	(\$100.00)	Actual fee rec
421	Non Utility Income				\$0.00		\$0.00	year end adjustment
419	Interest	\$1,200.00	\$1,175.00	\$1,300.00	\$100.00	\$1,200.00	(\$100.00)	
421 a	Other Income				\$0.00		\$0.00	
421 B	Other Grants w				\$0.00		\$0.00	
461	Customers				\$0.00		\$0.00	
462	Customer Hydrants	\$6,000.00	\$5,000.00	\$6,000.00	\$0.00	\$6,000.00	\$0.00	
461	Water Bill Payments	\$835,000.00	\$640,000.00	\$835,000.00	\$0.00	\$1,085,500.00	\$250,500.00	Rate Increase 30%
462.1	Annual Fire Service Fee	\$3,000.00		\$3,000.00	\$0.00	\$3,000.00	\$0.00	
471	PSD Billing	\$36,000.00	\$25,300.00	\$36,000.00	\$0.00	\$36,000.00	\$0.00	
	ARPA				\$0.00		\$0.00	ARPA for Elk Run
472	AT&T Rent				\$0.00		\$0.00	FY 2024 retroactive
	MISC	\$150.00	\$122.00	\$150.00	\$0.00	\$150.00	\$0.00	Bond refund
	SOFT Cost for Elks Run				\$0.00		\$0.00	
	Renew Replace (upgrade M/S C/S)	\$11,700.00	\$0.00	\$11,700.00	\$0.00	\$0.00	(\$11,700.00)	to cover major leak repairs
	Soft Cost from Plant Project	\$74,579.96	\$0.00	\$85,051.42	\$10,471.46		(\$85,051.42)	in FY 23 REV 5 and FY 24 anticipated loss
	Total Income	\$989,504.96	\$691,797.00	\$1,000,176.42	\$10,671.46	\$1,232,940.50	\$1,950.00	

5000

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EXPENSE							
631.1	Prof Services Accounting	\$13,000.00	\$8,801.00	\$13,000.00	\$0.00	\$14,000.00	\$1,000.00
	58234 Reserve				\$0.00	\$72,953.00	\$72,953.00
334	New Meter	\$4,000.00	\$2,014.00	\$2,500.00	(\$1,500.00)	\$2,000.00	(\$500.00)
334	Maint of Meters	\$3,000.00	\$163.00	\$1,000.00	(\$2,000.00)	\$2,000.00	\$1,000.00
341.2	Cap Outlay - Auto	\$15,500.00	\$11,252.00	\$15,500.00	\$0.00	\$13,500.00	(\$2,000.00)
605.8	Accrued Leave	\$5,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	\$0.00
620.7a	Bank Service Charge	\$100.00	\$7.00	\$50.00	(\$50.00)	\$50.00	\$0.00
670.7	Bad Debt	\$2,500.00	\$0.00	\$750.00	(\$1,750.00)	\$2,500.00	\$1,750.00
675.3	Uniforms	\$3,000.00	\$413.00	\$1,000.00	(\$2,000.00)	\$1,500.00	\$500.00
675.3	training	\$200.00	\$0.00	\$200.00	\$0.00	\$200.00	\$0.00
675.3	Membership/Dues	\$500.00	\$400.00	\$500.00	\$0.00	\$500.00	\$0.00
	Maint of Mains				\$0.00		\$0.00
675.6	Miscellaneous Expense	\$2,000.00	\$0.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00
642.6	Rental Equipment	\$3,000.00	\$0.00	\$1,000.00	(\$2,000.00)	\$1,000.00	\$0.00
620.6	Materials/Supplies - Mains	\$10,000.00	\$9,000.00	\$11,000.00	\$1,000.00	\$17,000.00	\$6,000.00
636	Contracted Services	\$22,600.00	\$10,800.00	\$22,600.00	\$0.00	\$23,000.00	\$400.00
127	Bond Renewal and Replace	\$20,875.00	\$15,500.00	\$20,875.00	\$0.00	\$27,137.50	\$6,262.50
408.1	Assessments	\$2,300.00	\$1,747.00	\$2,000.00	(\$300.00)	\$2,000.00	\$0.00
427.3	Bonds Payable	\$252,670.00	\$187,999.00	\$252,640.00	(\$30.00)	\$252,640.00	\$0.00
427.3	Municipal Bond Comm	\$54,045.00	\$40,440.00	\$54,045.00	\$0.00	\$45,000.00	(\$9,045.00)
	2024 Series A Bank Financing				\$0.00	\$61,600.00	\$61,600.00
601.3	Plant Salaries/Wages	\$208,271.56	\$163,906.14	\$225,204.17	\$16,932.61	\$237,772.57	\$12,568.40
601.7	Office Salaries/Wages	\$87,792.00	\$71,480.77	\$95,919.50	\$8,127.50	\$99,277.73	\$3,358.23
408.12	PR tax expense Employer	\$23,685.08	\$17,860.56	\$24,958.78	\$1,273.70	\$26,964.02	\$2,005.24
604.8	Pension Exp	\$28,976.32	\$20,982.15	\$29,001.96	\$25.64	\$33,959.34	\$4,957.38
605.8	Employee PEIA				\$0.00		\$0.00
	OPEB Water				\$0.00		\$0.00
605.8	Employee PEIA	\$39,440.00	\$32,292.00	\$43,382.00	\$3,942.00	\$52,000.00	\$8,618.00
615.3	Utilities	\$40,000.00	\$24,532.00	\$32,000.00	(\$8,000.00)	\$34,000.00	\$2,000.00
618.3	Plant Chemicals	\$19,000.00	\$18,939.00	\$20,000.00	\$1,000.00	\$22,000.00	\$2,000.00
620.3	Plant - Materials/Supplies	\$6,000.00	\$5,585.00	\$7,500.00	\$1,500.00	\$9,000.00	\$1,500.00
620.6	Maintenance of Hydrants	\$2,000.00	\$140.00	\$1,000.00	(\$1,000.00)	\$2,000.00	\$1,000.00
620.7	Postage/Cust Acct Supplies	\$6,000.00	\$5,400.00	\$7,200.00	\$1,200.00	\$8,000.00	\$800.00
631.2	Payroll Processing Water	\$1,000.00	\$736.00	\$1,000.00	\$0.00	\$1,100.00	\$100.00
620.8	Office Supplies/Exp	\$10,000.00	\$9,550.00	\$11,000.00	\$1,000.00	\$31,886.33	\$20,886.33
620.8	Plant Maintenance Supplies	\$3,500.00	\$2,315.00	\$3,500.00	\$0.00	\$4,500.00	\$1,000.00
631.3	Lab Services	\$7,000.00	\$4,626.00	\$7,000.00	\$0.00	\$8,000.00	\$1,000.00
631.4	Plant Maint Contract SVC	\$39,450.00	\$22,695.00	\$31,950.00	(\$7,500.00)	\$59,300.00	\$27,350.00
631.8	Legal Fees and Studies	\$5,000.00	\$5,450.00	\$6,000.00	\$1,000.00	\$5,000.00	(\$1,000.00)
631.8	Security 911 notification	\$1,000.00	\$788.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00
642.8	Leased Equipment W	\$2,500.00	\$1,898.00	\$2,500.00	\$0.00	\$1,000.00	(\$1,500.00)
650.8	Auto & Transportation	\$15,000.00	\$7,650.00	\$12,000.00	(\$3,000.00)	\$15,000.00	\$3,000.00
656.8	Ins- Prop, Liab, Worker/Como	\$19,000.00	\$17,500.00	\$22,300.00	\$3,300.00	\$25,000.00	\$2,700.00
660.8	Advertising & Legal Publication	\$1,000.00	\$228.00	\$500.00	(\$500.00)	\$1,000.00	\$500.00
675.8	Telephone	\$8,600.00	\$6,000.00	\$8,600.00	\$0.00	\$8,600.00	\$0.00
	Travel Expense/Training	\$1,000.00	\$750.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00
	Distribution System RESERVE				\$0.00		\$0.00
					\$0.00		\$0.00

avg \$1000/mo
our obligation has been met until next rate change
\$3000/month beginning October (\$27K) for New Meter service + incidentals until then
Incidentals until new meters
\$602 + \$650 per month payments
Investigating uniform service, quote forthcoming
Rural Water Annual Membership
rental of bobcat for emergencies/ground penetrating radar
valve torque \$10K and \$7K for meter repair/replace
3 repairs not included in WDA grant @\$3900 ea + \$10K paving
2.256% of water bills, relates in income line bond R&R
Annual assessment from PSC
monthly pay on new \$20K/mo + Series C
86A bond defeasing April 2025
Annual commitment for WDA match, plus 10% reserve requirement
includes 5% COLA--- \$9000 more if all positions advance as of July 1
Water clerk & 1/3 of financial office + 1/2 admin beg oct
8% of plant and office salaries
9% of full time
Post employment benefits, included in 604.8 Pension Exp
PEIA FY 25 Increase 15%
\$30K electric, \$6K Propane, \$1200 refuse, \$360 Water (office), \$2000 Diesel
based on volume purchases planned for year
Lab chemicals \$3000,
paint hydrants
high in 22 for copper lead survey
Required Software update \$20K
tools,
normal & Copper/lead reporting
Septic \$2900, Diesel Maint \$2000, Lab Equip Maint \$5000 Compressor \$1000, Water Softner, \$500, H&H*, sludge re
robo calls
Office phone lease (1.5yrs left), sludge container, storage container for 3 months
Gas/maintenance to autos and equipment/transmission
New plant set at \$4MM
miss utility and newspaper
new contract from Comcast reduces bill by \$200 per month
For training - Styer and apprenticeships
Reserve for distribution system \$66,259.00

FY 2023	HF Water Works Proposed	FY 2024	ESTIMATED	FY 2024	NET	FY 2025	
Line item	Description	Proposed	as of	REV 3	Change	PROPOSED	Net change
		REV 2	31 March 2024	PROPOSED	REV 3 to 2		FY 2024 REV 3
					FY 2024		to FY 2025
	Total Exp	\$989,504.96	\$729,839.62	\$1,000,176.42	\$10,671.46	\$1,232,940.50	\$232,764.08
		\$0.00	(\$38,042.62)	\$0.00	\$0.00	\$0.00	\$0.00

APRIL 2024 POLICE REPORT

ACCIDENTS 1

CALL OUTS

ASSISTS 6

CITATIONS 182

MVI	1
Parking	177
Registration	3
Speeding	1

INCIDENTS 190

Assist Other Departments	6
Building Check	12
Citizen Assist	4
Directed Patrol	86
Disabled Vehicle	1
Disturbance	1
Foot Patrol	22
Found Property	1
MVA (No Injury)	1
Parking	8
Public Service	1
Road Patrol	36
Suspicious Activity	2
Suspicious Person	1
Traffic Stop	7
Walk In	1



CORPORATION OF HARPERS FERRY

Ordinance Compliance Officer

Town Council Monthly Report

Town Hall • 1000 Washington Street, P.O. Box 217, Harpers Ferry, West Virginia 25425

PH: (304) 535-2206

TC Meeting Date: 5/13/24

Report on activities for the Month of April 2024

Permit Applications received for the month of April:

Date Received	Applicant Name and Project Site Address	Type of Application	Action Taken (sent to BZA, LM, PC, Legal, TC)	Application in Progress	Date Permit Issued
4/1/24	G. McPhee 270 Washington Street	ZCPA #2024-0011 – Rebuild patio & retaining wall	Application met all standards.	Completed	4/3/24
4/4/24	C. Pechuekonis 898 Washington Street	ZCPA #2024-0012 – Enlarge side door landing, replace front doors.	Application met all standards.	Completed	4/23/24
4/8/24	E. Wheelless 844 E. Ridge Street	Sign Permit #2024-0013 WV Wild Yard	Application met all standards.	Completed	4/10/23
4/10/24	Alex Stephens 1128 W. Ridge Street	ZCPA #2024-0014 – Roof Replacement	Application was referred to Landmarks on 4/11/24 as the material will not be like for like; requesting approval for a substitute slate material. HLC will place the request on their 5/15/24 agenda.	Yes	
4/18/24	S. Succar Block MM, Lot 3, Fillmore Street	ZCPA #2024-0015 – New Home Construction	Applicant sent a preliminary plan for review. I have sent back many comments and waiting for their response.	Yes	

Updates for the month of April on open applications:

Date Received	Applicant Name and Project Site Address	Type of Application	Action Taken (sent to BZA, LM, PC, Legal, TC)	Application in Progress	Date Approved
2/7/24	Paramount Rentals T. Sanderson Fillmore St. Block JJ, Lots 5&8 4&9	ZCPA #2024-00006 – Lot line adjustments; Install a driveway between 2 lots.	April Update: Public Hearing is scheduled for May 10th at 7 pm. Will then be heard by TC on 5/13/24. March: Applicant submitted a revised survey; submitted to PC for review at their next meeting. Feb: Project was reviewed at the 2/20/24 Planning Commission meeting. A request by PC for a submission of a clearly	Yes	

			<p>detailed preliminary plat(s) in accordance with the requirements listed in Ordinances 1726.02 and 1726.03 was sent to the OCO. OCO forwarded the information on to applicant.</p> <p>Project was forwarded to Historic Landmarks for review of the driveway. HLC determined at their 2/29/24 meeting that there was no action to be taken on their behalf at this time.</p>		
1/23/24	M. Zeleke 828 Washington St.	ZCPA #2024-0002 Installation of driveway	<p>April Update: Applicant working with DOH regarding driveway apron. Waiting for DOH remarks.</p> <p>March: Provided applicant the State contact information for a driveway cut into the road. PC is waiting for State approval.</p> <p>Feb: Landmarks approved the driveway as shown on the application pending Planning Commission's approval to utilize the Town's right-of-way. Waiting for Planning to review.</p> <p>Jan: This application has been referred to Landmarks and to Planning for review.</p>	Yes	
8/29/23	B. Zampino Old Furnace Road	Sign Permit – Pine Grove Cemetery	<p>April Update: Sign has not been installed yet.</p> <p>March: Sign has not been installed yet.</p> <p>Feb: Project in progress; almost completed.</p> <p>Jan: Project in progress.</p> <p>December Update: Project in progress.</p> <p>November Update: Fee received on 11/1/23. Project in process.</p> <p>Oct Update: Waiting for payment of fee.</p> <p>August: Application incomplete.</p> <p>Reached out to applicant for additional information.</p>	Yes	
3/23/23	Janis Thompson on behalf of the Weaver Family, Boundary Street	Demo Permit #2023-0006	<p>April Update: Landmarks was notified of a grant approval from SHPO for a structure assessment. HLC working with Town Attorney regarding the acceptance.</p> <p>March: Notified family; they are researching a price for the structural assessment to be submitted to SHIPO.</p> <p>Feb: No update from the family.</p> <p>Jan: Still waiting on the family's decision as to what steps they are taking moving forward.</p> <p>December Update: If the family continues to be nonresponsive, I will notify them that we are closing the application.</p>	Yes	

			<p>November Update: Still no update from the family.</p> <p>October Update: No update from family due to death in the family.</p> <p>Sept: Sent e mail to owner inquiring what their intentions are now that the 90 period has elapsed.</p> <p>Aug: 8/30/23 Sent BZA a request for an update regarding the 90 day stay and conditions put on the applicant. No information has been provided.</p> <p>July: No progress on this project.</p> <p>June: Waiting for applicant to meet the BZA requirement as noted last month.</p> <p>May: BZA held a hearing on May 9th. Demo was approved provided the applicant met the following conditions:</p> <ol style="list-style-type: none"> 1. Submission of a historic structure report with sufficient detail to reconstruct, which has been reviewed by the Historic Landmarks Commission for completeness. 2. Submission of a letter of consent to demolish the structure signed by all owners of the property. <p>Apr: Hearing scheduled for May 9th at 6:30 pm.</p> <p>Mar: Forwarded application to BZA on 3/29/23 to schedule a public hearing.</p>		
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Other Information to report during the month of April 2023:

Continue working with residents on 1109 Ordinance.

4/13/24 Sent email to C. Gauthier regarding painting the front fence.

4/27/24 Sent letter to K. Kuhn regarding 144 High Street's front steps in need of repair: structural engineer review.

4/30/24 Performed footer inspection ZCPA #2024-0003, Fillmore Street.

Submitted by: Kevin Hamilton
Kevin Hamilton, OCO

Rev 3-6-19



CORPORATION OF HARPERS FERRY

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Submitted by: Kevin Hamilton
Kevin Hamilton, OCO

Rev 3-6-19

Minor Subdivision Request (Lot Line Adjustments) for Lots 5&8 and Lots 4&9, Block LL, Filmore Street.

Background:

The owner of all four lots concerned in this request has asked the Planning Commission and in turn, the Town Council to approve a lot line adjustment pursuant to Harpers Ferry Ordinance Article 17. In this instance, the minor subdivision is limited to simple lot line adjustments between 2 pairs of lots as noted above. No additional lots will be created and the adjusted lots, as shown on the plat (attached) would all be greater than or equal to the minimum lot size of 60 by 130 feet. This lot line adjustment has been requested to make the lot lines conform to the location of a sanitary sewer line that runs across the area and to give the two lots bordering Cliff Paper Street (South) more flat buildable area. For reference, all four lots are technically buildable prior to the proposed lot line adjustment, so no additional housing density is generated from completion of this request.

Process:

At their April meeting the Planning Commission voted to grant a partial exception for this request, as per Ordinance 1727, as this is a relatively straightforward request. Also, in accordance with Ordinance Article 17 public hearing is scheduled for Friday May 10th, followed by a Special Planning Commission meeting where the request and preliminary plat will be discussed. If the Planning Commission votes in the affirmative, the preliminary plat must still be approved by Town Council.

Plat:

See attached.

OCO Report:

See attached.

Zach,

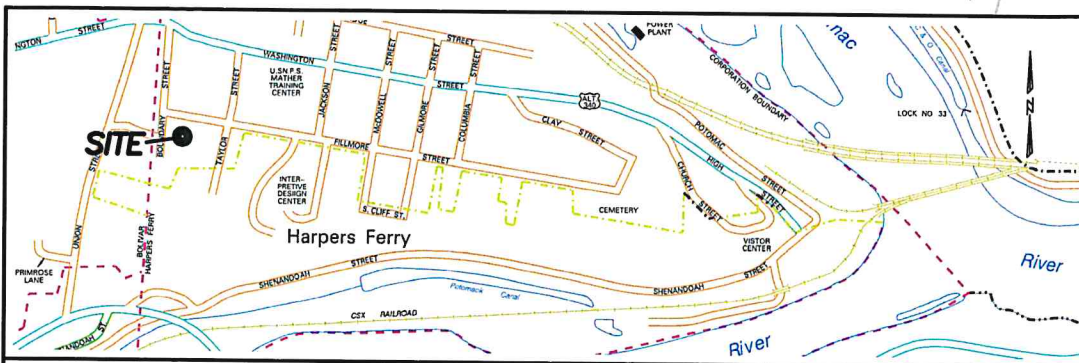
Regarding ZCPA # 2024-0006 for lot line adjustments of lots 4,5,8 &9 Block LL, Fillmore Street, I have reviewed this request and approve lot line adjustments only as they meet the building requirements and are indicated as individual lots based on the Howell Brown Map.

Off-site improvements, including any necessary easements, will need to be approved prior to any development by the property owner for access to lots 8 & 9.

Thanks,

Kevin Hamilton
Ordinance Compliance Officer
Corporation of Harpers Ferry

Pg 3 of 4



VICINITY MAP ~ 1" = 1000'

GENERAL NOTES:

1. THE PROPERTIES DELINEATED HEREON ARE LOCATED ON HARPERS FERRY CORPORATION TAX MAP 4, PARCEL 5. SUBJECT PROPERTY IS CURRENTLY ZONED RESIDENTIAL/HISTORIC.
2. PARCEL 4 SHOWN HEREON IS NOT LOCATED IN A 100 YEAR FLOOD PLAIN AS PER FEMA FLOOD INSURANCE RATE MAP 54037C 0175E, EFFECTIVE DATE OF DECEMBER 18, 2009. SAID PARCELS ARE LOCATED IN ZONE "X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD.
3. LOTS 4, 5, 8 & 9 ARE SERVED BY PUBLIC WATER AND SEWER.
4. NO CURRENT TITLE REPORT FURNISHED.

TOWN OF HARPERS FERRY

SEAL

SURVEYORS CERTIFICATE

I, MICHAEL S. ROBERTS, A DULY LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF WEST VIRGINIA TO HEREBY CERTIFY THAT: a) THE PROPERTY SHOWN HEREON IS OWNED BY PARAMOUNT RENTAL, LLC, BY DEED DATED OCTOBER 4, 2016 AND RECORDED IN DEED BOOK 1180 AT PAGE 388; b) THAT THIS SURVEY, PREPARED BY THE UNDERSIGNED, WAS DONE ON THE GROUND IN ACCORDANCE WITH THE MOST RECENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS, AS SET FORTH BY THE WEST VIRGINIA BOARD OF PROFESSIONAL SURVEYORS. THE ACCURACY AND POSITION TOLERANCE ARE ALSO IN ACCORDANCE WITH RURAL SURVEYS AND c) THAT THE PARCELS AS DESCRIBED ARE WITHIN THE BOUNDS OF SAID LAND AND THAT THE MONUMENTS AND MARKERS WILL BE PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF THE HARPERS FERRY CORPORATION.

MICHAEL S. ROBERTS, PS

DATE



FINAL PLAT
LOT LINE ADJUSTMENT OF LOTS 4, 5, 8 & 9
WITH 20' ACCESS EASEMENT
BLOCK LL - S. HOWELL BROWN PLAT OF HARPERS FERRY
PROPERTY OF

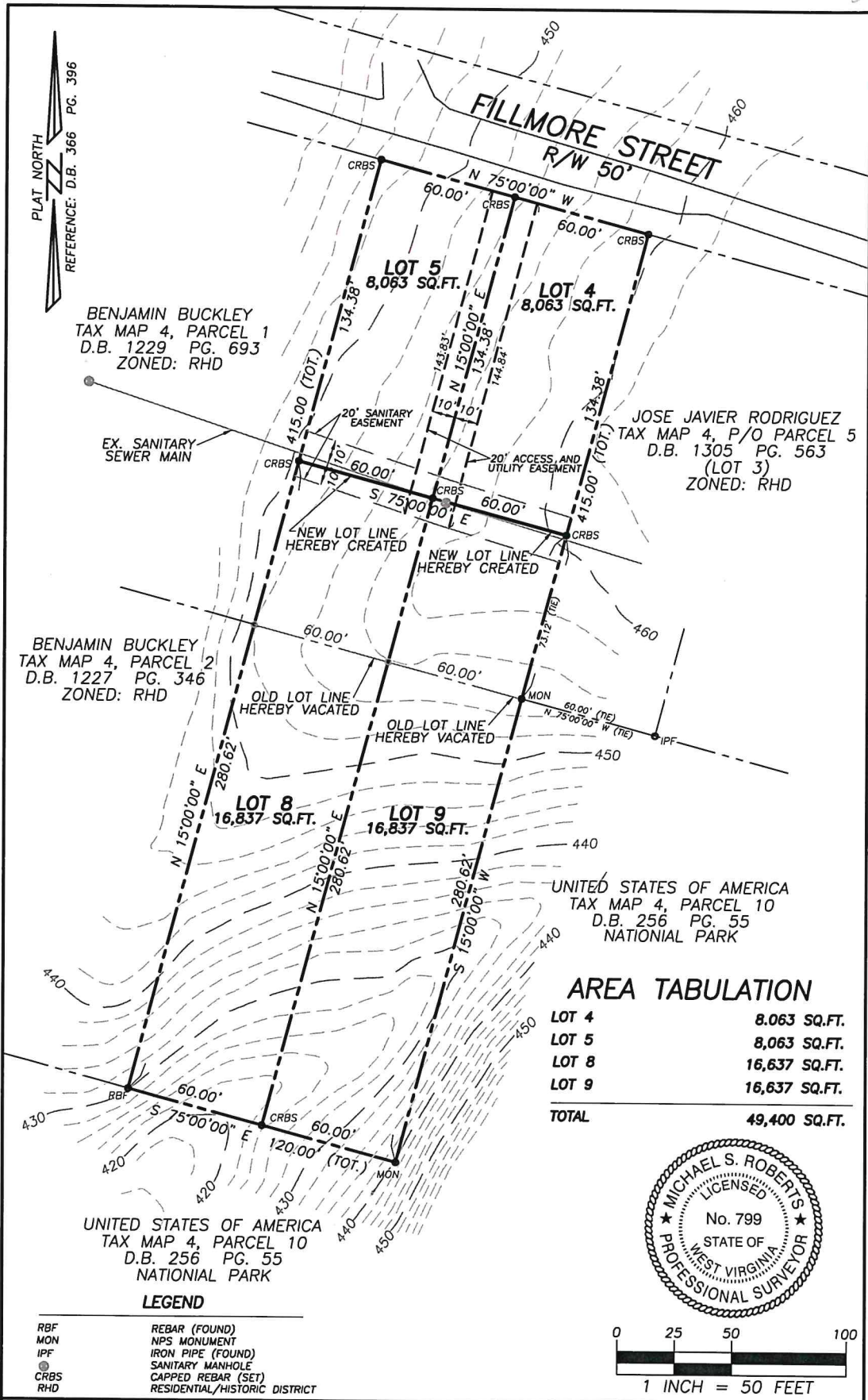
PARAMOUNT RENTALS, LLC

36 BAKERTON ROAD
HARPERS FERRY, WV 25425
D.B. 1180 PG. 388 ~ TAX MAP 4 P/O PARCEL 5
HARPERS FERRY CORPORATION DISTRICT
JEFFERSON COUNTY, WEST VIRGINIA

DATE: 02-14-24
REV.: 05-02-24
DRAWN: JMR
CHECKED: MSR
SCALE: 1"=50'

ROBERTS LAND SURVEYING
2068 PALMER ROAD - HEDGESVILLE, WV 25427
304.671.5406 miker002395@frontier.com

(DWG. # 21-177)



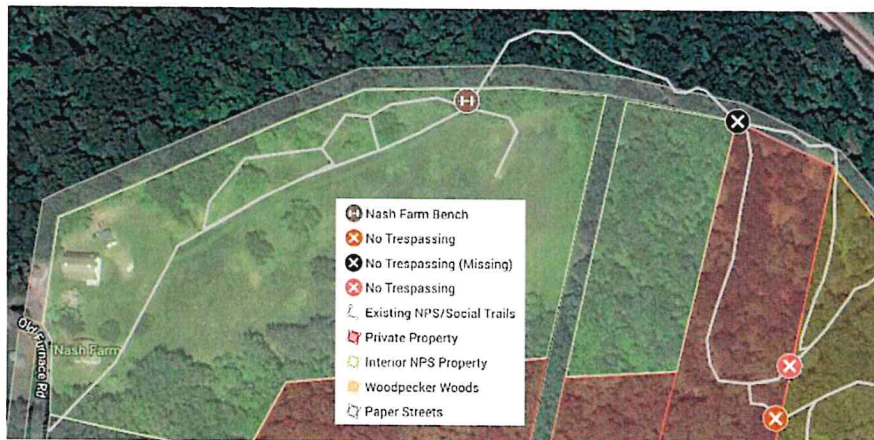
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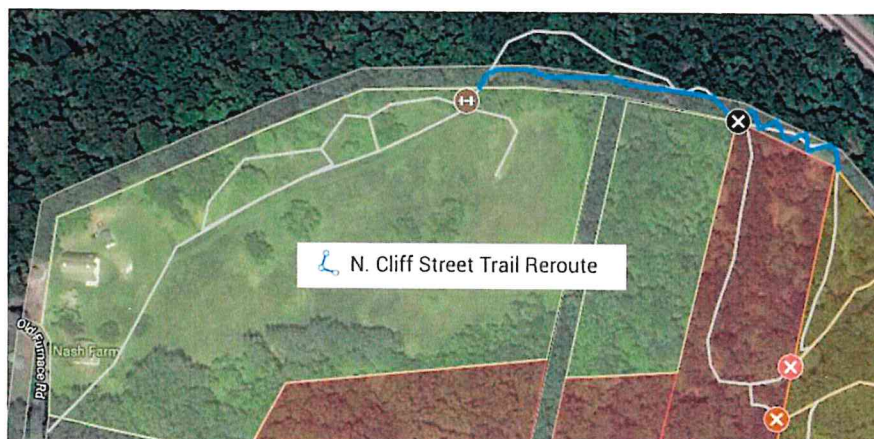
(DWG. # 21-177)

Nash Farm to Woodpecker Woods Reroute Proposal

Current Status



Proposed Reroute



232 NORTH QUEEN STREET
P.O. BOX 828
MARTINSBURG, WV 25402
P: (304) 264-2131
F: (304) 264-2136



www.cityofmartinsburg.org

*Attachment
Item 8 a.
pg 1 of 3*

CITY OF MARTINSBURG
WEST VIRGINIA

May 1, 2024

Home Consortium member

RE: FY 2025-2027 Eastern Panhandle HOME Consortium Renewal

Dear Mayor Vaughn,

The City of Martinsburg is starting the 3 -year HOME renewal process of the Eastern Panhandle HOME Consortium. I begin this process by visiting each of the 3 counties annually to renew the HOME Resolutions and then every 3 years to all the local towns and municipalities to continue to be a part of the Eastern Panhandle HOME Consortium of West Virginia.

Our current Cooperative Agreement has an automatic renewal. However, I am notifying each member of the Consortium of your right not to participate in the successive three-year qualification period. If you do not wish to continue your participation, your funding portion will be distributed to the remaining consortium members who opt to participate.

If you wish to continue participation in the HOME Consortium of the Eastern Panhandle, I will request that an agenda item be placed for one of your upcoming meetings to renew the 3- year Cooperative Agreement and FY 2025 HOME Resolution and/or meet with you in person to discuss the HOME Program. I will make myself available if you would like to participate or answer any questions at your meeting.

Please let me know your preference of staying in the consortium or deciding to leave by May 30, 2024 by email nstrine@cityofmartinsburg.org

I am attaching the latest HOME Consortium Program Update dated April 2024 with more information about the HOME funds.

I look forward to speaking to you soon!

Sincerely,


Nancy Strine, HOME Administrator

Cc: Andy Blake, City Administrator



1000 Washington Street
P.O. Box 217
Harpers Ferry, WV 25425
304-535-2206
www.harpersferrywv.com

Corporation of Harpers Ferry

Gregory J. Vaughn, Mayor
Nina Ana Armstrong, Recorder

Council Members
Zachary Morse
Chris Craig
Roberta Meade-Curry
Greg 'Storm' DiCostanzo
George Owens

RESOLUTION

A RESOLUTION OF THE CORPORATION OF HARPERS FERRY OF JEFFERSON COUNTY, WEST VIRGINIA AUTHORIZING PARTICIPATION IN THE EASTERN PANHANDLE HOME CONSORTIUM OF WEST VIRGINIA FOR THE PERIOD OF JULY 1, 2024 TO JUNE 30, 2027.

WHEREAS, TITLE II of the National Affordable Housing Act of 1990 provides for the creation of the HOME Investment Partnership Program (hereinafter referred to as "HOME"); and

WHEREAS, the HOME regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) under 24 CFR Part 92 authorizes units of general local government to enter into Housing Consortium Cooperation Agreements; and

WHEREAS, there is a need throughout the Eastern Panhandle of West Virginia to provide affordable housing for the low-and-moderate income residents; and

WHEREAS, the City of Martinsburg, County of Berkeley, Town of Hedgesville, County of Jefferson, Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, Corporation of Shepherdstown, County of Morgan, Town of Bath, Town of Paw Paw, West Virginia, have formed a Consortium that has been designated as a Participating Jurisdiction under the HOME Program, thereby entitling the Consortium to seek annual funding; and

WHEREAS, the Eastern Panhandle HOME Consortium is required to seek designation as a HOME Consortium Agreement for the period FY 2025, FY 2026, and FY 2027 in order to seek annual funding; and

WHEREAS, the Corporation of Harpers Ferry entered into a three (3) year Housing Consortium Cooperation Agreement; and

WHEREAS, the Corporation of Harpers Ferry recognizes the need to obtain funding for affordable housing and has identified the HOME Program as a source of funds to meet this need.

NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATION OF HARPERS FERRY, WEST VIRGINIA THAT:

Historic District
Where The Shenandoah Meets The Potomac

1. The Corporation of Harpers Ferry will cooperate with the City of Martinsburg, County of Berkeley, Town of Hedgesville, County of Jefferson, Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, Corporation of Shepherdstown, County of Morgan, Town of Bath, Town of Paw Paw, West Virginia, in a Consortium for participation in the HOME Program; and
2. The Mayor of the Corporation of Harpers Ferry is hereby authorized to enter into a Cooperation Agreement for the period of July 1, 2025 to June 30, 2027 with the other members which form the Eastern Panhandle HOME Consortium of West Virginia; and
3. A copy of this resolution is to be submitted in the request to US. Department of Housing and Urban Development to approve funding of the Eastern Panhandle HOME Consortium of West Virginia for the above Fiscal Year 2025 HOME Investment Partnership Program.

Adopted this _____ day of _____, 2024.

BY:

Gregory Vaughn, Mayor

ATTEST:

*Attachment
Item 8 b.
(14 pages)*

**HOUSING CONSORTIUM COOPERATION AGREEMENT
BY AND BETWEEN
THE CITY OF MARTINSBURG
AND
THE COUNTIES OF BERKELEY, JEFFERSON AND MORGAN
WEST VIRGINIA**

This **three-year AGREEMENT** is entered into between the City of Martinsburg (hereinafter referred to as "City"); and the Berkeley County Commission for and on behalf of Berkeley County, a political subdivision of the State of West Virginia; the Jefferson County Commission for and on behalf of Jefferson County, a political subdivision of the State of West Virginia; and the Morgan County Commission for and on behalf of Morgan County, a political subdivision of the State of West Virginia (hereinafter referred to as "Counties"), and the incorporated communities contained in each of the above said Counties.

WHEREAS, Title II of the National Affordable Housing Act of 1990 provides for the creation of the HOME Investment Partnerships Program (hereinafter referred to as "HOME"); and

WHEREAS, the HOME regulations established by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR Part 92 authorizes units of general local government to enter into Housing Consortium Cooperation Agreements for a three-year period and allows for annual recertification of Consortiums; and

WHEREAS, the City and Counties have determined that obtaining funding under the HOME Program as part of a Consortium Participating Jurisdiction will increase their ability to provide affordable housing for their low -income constituencies.

NOW THEREFORE, the parties to this **AGREEMENT** do hereby agree as follows:

SECTION I – DEFINITIONS:

The definitions contained in 24 CFR Part 92, Subpart A., paragraph 92.2 are incorporated herein by reference and made a part hereof, and the terms defined in this section have the meanings given them:

- A. "Act" means Title II, of the Cranston-Gonzalez National Affordable Housing Act of 1990 (Pub. Law 101-625), (42 U.S.C. 12721)
- B. "Consolidated Plan" means the comprehensive planning and application document as set forth in 24 CFR Part 91 and encompasses a local government's housing needs, with a focus on affordable housing for low income families.

- C. "HOME Program" means a procedure established for the use of funds made available from HUD through the Act to carry out multi-year housing strategies through acquisition, rehabilitation and new construction of housing, tenant-based rental assistance, and homebuyer assistance.
- D. "HUD" means the United States Department of Housing and Urban Development.
- E. "Regulations" means 24 CFR Part 92 HOME Investment in Affordable Housing implementing regulations as issued by HUD.
- F. "Member" means a unit of local government which is a signatory to this Agreement and therefore a member of the Consortium for the purpose of carrying out eligible activities under 24 CFR Part 92, (which is the City of Martinsburg, Berkeley County, Jefferson County, and Morgan County).
- G. "Representative Member" means the unit of local government designated hereafter as the one member to act in a representative capacity for all members for the purposes of this agreement. The Representative Member, which is the City of Martinsburg, will be delegated the overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of 24 CFR Part 92 and will be responsible for the requirements concerning the Consolidated Plan (CP).
- H. "IDIS" means the Integrated Disbursement and Information System (IDIS), HUD's on-line system for draws and reporting for the HOME Program, or any other system that HUD may implement in its place.

SECTION II – PURPOSE:

This Agreement is to form a **CONSORTIUM** of four (4) units of general local government geographically located for designation as a **PARTICIPATING JURISDICTION** under the **ACT**, said **PARTICIPATING JURISDICTION** to be known and hereinafter may be referred to as the Eastern Panhandle HOME Consortium of West Virginia.

The signatory parties agree to cooperate in undertaking, or assisting in undertaking housing assistance activities under the HOME Investment Partnerships Program in compliance with HUD regulations and the local Consolidated Plan of the member jurisdictions.

SECTION III- GENERAL PROVISIONS

- A. The members agree to cooperate in undertaking or to assist in undertaking housing assistance activities in compliance with the applicable Consolidated Plan and the HOME Program.

- B. The members agree to undertake the development of a Consolidated Plan for each year covered by this Agreement.
- C. The members agree to take affirmative action to further fair housing in their jurisdictions. Such actions may include planning, education and outreach, and enforcement.

SECTION IV – ADMINISTRATION:

- A. The City and the Counties, including the incorporated communities in each County, mutually agree that the City of Martinsburg shall act as the Representative Member for all participants in the Eastern Panhandle HOME Consortium for the purposes of the Act.
- B. The City and the Counties, including the incorporated communities in each County, mutually agree that the City of Martinsburg, in its role as Representative Member, is granted the overall responsibility for ensuring that the Eastern Panhandle HOME Consortium's Program is carried out in compliance with the requirements of the HOME Program.
- C. The City and the Counties, including the incorporated communities in each County, shall participate jointly in the development of the Eastern Panhandle HOME Consortium's HOME Program. The Consortium will form a council known as the Eastern Panhandle HOME Consortium Council. Each Member of the Consortium will appoint three (3) representatives to the Council. The City and the Counties will mutually agree and appoint a Chairperson of the Council, who will be in addition to the number of representatives appointed by the Member Jurisdictions.
- E. The HOME Consortium Council will define a strategy and programs in sufficient detail to accommodate the collective and individual needs and priorities of any and all of the Members constituting the Eastern Panhandle HOME Consortium. The Members shall review and approve the strategy and programs for the annual use of HOME funds, as well as, have the opportunity to review and approve any program changes or amendments prior to action being taken by the Representative Member's governing body.
- F. The City and Counties, including the incorporated communities in each County, shall be entitled to the amount of HOME Program funding based on its percentage of the low/moderate income population of the entire Consortium Area, as established by U.S. Census data of the total allocation to the Eastern Panhandle HOME Consortium. Members of the Consortium may elect to combine their allocations to carry out collaborative HOME activities. Any funds allocated to Members but remaining unobligated fifteen (15) months after the initial allocation date will be recaptured and redistributed by the HOME Consortium Council. Any funds recaptured will be offered to the other Members

for reprogramming for eligible activities in accordance with the HOME Program Regulations. The final decision for distribution of these funds will be made by the HOME Consortium Council. If any party terminates this agreement in whole or in part, all work completed and uncompleted on this project will become the property of the remaining parties to this agreement, and the disposition or completion of uncompleted work on the project will become the responsibility of the remaining parties, pursuant to the conditions of this paragraph. Ownership of all personal property acquired by virtue of the execution of or performance under this agreement is vested in the parties, pursuant to the pro-rata share of funds allocated to them, but the parties shall not take legal title to any real property, including, but not limited to, easements.

- G. Nothing in this Agreement will preclude the ability of the City or Counties, including the incorporated communities in each County, either individually or jointly in applying for financial assistance under the State of West Virginia HOME Program. Furthermore, it is expressly agreed and understood that any specific projects eligible for HOME funding may be submitted to the HOME Consortium Council by any Consortium Member, any participating municipality located in Member Counties, any authority, and/or nonprofit housing agency for funding under the Consortium's annual HOME entitlement funds.
- I. Each Member is responsible for submitting in a timely manner to the Representative Member all information necessary for participation in the Eastern Panhandle HOME Consortium as defined in the Regulations. This includes all information necessary for the Consolidated Plan, the Program Description, Certifications, written agreements with sub-recipients and performance reports. The Counties of Berkeley, Jefferson and Morgan will submit this documentation to the City of Martinsburg in order to insure a coordinated effort.
- J. Each Member shall be responsible for any required matching funds for specific eligible projects as determined by HUD submitted by that particular member. However, this does not limit the use of excessive local match from one HOME Member to another, if agreed to by the HOME Consortium Council and the Member which has the excess local match.
- K. Each Member shall be responsible for the following:
 - 1. Appoint three (3) representatives to the Eastern Panhandle HOME Consortium Council.
 - 2. Fill vacancies on the Consortium Council in a timely manner and ensure the attendance of their appointments at meetings.
 - 3. Provide information required for the preparation of revisions to the existing Five -Year Consolidated Plan.
 - 4. Conduct an annual housing needs public hearing for the use of HOME funds.

5. Adopt by resolution and renew annually the participation in the Eastern Panhandle HOME Consortium.
 6. Be responsible for determining local housing needs and the use of HOME funds to address those needs.
 7. Provide an annual description of proposed project activities in accordance with the annual budget and distribution of funds.
 8. Provide documentation for matching funds or donations to the HOME Program.
 9. Maintain files and documentation for compliance with Federal regulations and make these files available for review and monitoring by HUD and/or the Representative Member.
 10. Prepare, process and forward requisitions of funds to the Representative Member.
 11. Review and approve any amendment to the Cooperation Agreement.
- L. The Representative Member shall be responsible for the overall administration of the HOME Program and meeting the Federal guidelines. In particular the following are the duties and responsibilities:
1. Provide staff to manage the program.
 2. Revise the existing Five-Year Consolidated Plan to include the HOME Program and statistical information on the other consortium members.
 3. Prepare and submit all required notices, plans, performance reports, and documentation as required by HUD.
 4. Ensure that the program and activities are in compliance with the Federal regulations.
 5. Provide the other members with guidelines and policies of the program.
 6. Hold a public hearing on the annual HOME Program and adopt the budgets and activities outlines by the HOME Consortium Council.
 7. Assist the other Consortium members in meeting the Citizen Participation requirements of HUD.
 8. Review and approve all project funding agreements for each activity.
 9. Monitor the other members for compliance with the Federal regulations.
 10. Prepare an environmental review record for the HOME Program and secure the release of funds from HUD for program activities.
 11. Provide guidance and assistance to the other members to ensure compliance with the Federal labor standards.
 12. Prepare and execute all written agreement with sub-recipients and contractors to receive HOME funds.
 13. Maintain files on each project activity for monitoring by HUD.
 14. Prepare and maintain the HOME match log as required by HUD.
 15. Prepare the annual Consolidated Annual Performance Evaluation Report (CAPER) for annual submission to HUD.
 16. Establish and maintain a local HOME fund account including Federal drawdowns and program income.

17. Process Federal drawdowns of funds from the U.S. Treasury for project activities through the IDIS system.
 18. Process payment requisitions and requests for funds from the other consortium members for project activities.
 19. Prepare an annual budget showing the distribution of HOME funds to each Consortium member.
 20. Prepare quarterly reports on expenditures, commitment of funds, and remaining balances for each consortium member and their project activities.
 21. Contract for an annual audit of the HOME Program by an outside independent auditing firm.
 22. Supervise the closeout of annual grants with HUD.
- M. The HOME Consortium Council shall be formed to oversee the program and provide guidance on the use of funds. The specific duties and responsibilities of the Consortium Council is as follows:
1. Each member of the HOME Consortium shall have three (3) representatives to the Consortium Council.
 2. Provide guidance and direction in promoting and affirmatively further fair housing in the Eastern Panhandle.
 3. Define an overall strategy and programs based on the needs of the Consortium members.
 4. Establish priorities for the use of HOME funds.
 5. Approve the allocation and distribution of funds among the Consortium members based on the low- and moderate-income population of each member as a percentage of the Eastern Panhandle's total low- and moderate-income population.
 6. Reallocate funds that are uncommitted or unobligated after fifteen (15) months after the approval by HUD of the annual HOME grants.
 7. Ensure that any required matching funds are provided by the Members or from the non-federal funds portion of HOME assisted projects.
 8. Review and approve any amendments to the Cooperation Agreement.
 9. Review and approve documentation submitted by non-profit organizations for designation as a local Community Housing Development Organization (CHDO).
 10. Monitor and recertify annually any CHDO's.
 11. Adopt and assure compliance with affirmative marketing policies and procedures.
 12. Approve the annual consolidated Action Plan in regard to the use of HOME funds.
- N. In accordance with Section 91.402 of the Consolidated Plan Final Rule, the City of Martinsburg has a Program year that begins on July 1st and ends on June 30th each year, the HOME funds will also have the same program year start date.

SECTION IV- AFFIRMATIVE MARKETING POLICIES AND PROCEDURES:

A. Statement of Policy -

In accordance with the Eastern Panhandle HOME Consortium's, commitment of non-discrimination and equal opportunity in housing, the Consortium hereby establishes procedures to affirmatively market units assisted under the HOME Investment Partnerships Program. These procedures are intended to further the objectives of Title VIII of the Civil Rights Act of 1988 and Executive Order 11063. In addition, the Consortium will abide by and establish a minority outreach program in accordance with 24 CFR 92.350 (a)(5).

The Consortium believes that individuals of similar economic levels in the same housing market area should have available to them a like range of housing choices regardless of their race, color, religion, sex, familial status, disability or national origin. Individuals eligible for public housing assistance or who have minor children should have available to them, a like range of housing choices.

The Consortium will carry out this policy through affirmative marketing procedures designed for the HOME Investment Partnerships Program.

- B. The Consortium will inform the public, potential tenants and owners about its Fair Housing and Affirmative Marketing Policies.

SECTION V – TERMS OF THE AGREEMENT:

- A. This agreement shall be in effect for a period of one fiscal year, subject to annual renewal for any additional period of time needed to complete all phases of the project, each of which annual renewal periods shall be limited to one fiscal year; provided that, in addition to the right of non-renewal, all parties hereto shall have the right to terminate this agreement on any 12-month anniversary of the date of this agreement by giving to the other parties 30 days' written notice of such termination. It is the City's the Counties' intentions to remain members of the Consortium for the period necessary to carry out all activities that will be funded from the three **Federal Fiscal Years 2025, 2026, and 2027** provided that the Consortium qualifies as a participating jurisdiction under the Home Investment Partnerships Program, by approval of annual renewals of this agreement, and subject to said renewals will take necessary steps to provide budget allocations for funding purposes.
- B. Prior to the adoption of any amendment to this agreement, partial or complete termination of this agreement including the incorporation of changes necessary to meet the requirements for a subsequent three (3) year consortium designation period, the members agree to submit to the U.S. Dept. of HUD any revisions for its approval.

- C. This agreement covers the designation period of the **Federal Fiscal Years of 2025, 2026, and 2027** which the Consortium is to qualify to receive HOME funds. This agreement may automatically be renewed for participation in successive three (3) year designation periods for HOME Entitlement funds by the U.S. Dept. of HUD. In order to qualify for automatic renewal by HUD, the Representative Member must notify each participating unit of general local government of its right not to participate for the successive three (3) year designation periods. This notification must be submitted to each participating unit of general local government by the date specified in the U.S. Dept. of HUD Consortia designation notices.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2024.

CITY OF MARTINSBURG, West Virginia

Kevin Knowles
Mayor

Attest: _____
Gena L. Long, City Recorder

NOTE PAGES 9-13 ARE REMOVED
FOR OTHER JURISDICTION'S SIGNATURES.

Including the incorporated areas of the Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, and Corporation of Shepherdstown, Jefferson County, West Virginia.

JEFFERSON COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this _____ day of _____, 2024

CORPORATION OF HARPERS FERRY
For and on behalf of the municipality of Harpers Ferry
a political subdivision of the State of West Virginia

Signature

Title

Attest: _____