

For “in-person” meetings, persons who are not on the agenda but wish to address the governing body must register to speak at least 15 minutes prior to the start of the meeting. For Zoom meetings, the Mayor will canvas attendees for those wishing to speak. Time limits will be imposed. Written comments and/or questions to be addressed at the meeting, must be submitted to jimauxer@yahoo.com 24 hours before the meeting. Requests for copies of documents related to agenda items must be made in writing at least 24 hours in advance of the meeting, not during the meeting. NOTE: Council members are elected to represent citizens of the Corporation of Shepherdstown, please contact them regarding any questions or comments you may have about the agenda items. This Council follows Robert’s Rules of Order (Revised).

THE MEETING IS STREAMED ON THE TOWN’S FACEBOOK PAGE
“SHEPHERDSTOWN, WEST VIRGINIA”

TOWN COUNCIL MEETING AGENDA

Tuesday, October 10, 2023

6:30 p.m.

TOWN HALL

104 NORTH KING STREET

MASK WEARING IS OPTIONAL

1. Call to order
2. Approval of Town Council Meeting Minutes of September 12, 2023
3. **Public Comment Period**
 - a. Persons who have registered to address Town Council.
4. **Public Hearings**
 - a. NONE
5. **Visitors**
 - a. Dr. Terrence Reedy – Respiratory viruses/mental health issues

6. Unfinished Business

- a. Market House Update
- b. Website Update
- c. Rt. 340 Traffic Detour
- d. Franchise agreement between the Corporation of Shepherdstown and Shenandoah Cable Television, LLC. – Discussion/Action

7. Old Business

8. New Business

- a. Event Request- Jefferson County Convention and Visitors Bureau- Frostyfest- Discussion/Action
- b. Stormwater Grant – Discussion/Action

9. Reports of Committees

A. Finance Committee

- 1. No meeting in September 2023
- 2. Recommendations: NONE
- 3. Review and approval of General Fund financials – forthcoming - discussion of timing of statements

B. Parking Committee

- 1. No meeting in September 2023
- 2. Recommendations: NONE

C. Police Committee

- 1. Meeting minutes of September 2023
- 2. Recommendations: NONE

D. Public Works Committee

- 1. Meeting minutes of September 2023 – not available
- 2. Recommendations: NONE

E. Parks and Recreation Committee

- 1. Meeting minutes of September 2023 – not available
- 2. Recommendations: NONE

F. Grants Committee

- 1. No meeting in September 2023
- 2. Recommendations: NONE

G. Age Friendly Committee

1. No meeting in September 2023
2. Recommendations: NONE

H. Personnel Committee

1. Meeting minutes of September 2023 – not available
2. Recommendations: NONE

I. Recycling Committee

1. No meeting in September 2023
2. Recommendations: NONE

10. Report of Commissions and Boards

A. Tree Commission

1. Meeting minutes of September 2023
2. Recommendations: NONE

B. Water and Sanitary Board

1. Meeting minutes of September 2023 – not available
2. Recommendations: NONE

C. Historic Landmarks Commission

1. Meeting minutes of September 2023
2. Recommendations: NONE

D. Planning Commission

1. Meeting minutes of September 2023 – not available
2. Recommendations:
 - a. Appointment of Ebonee Helmick – Discussion/Action

E. Board of Appeals

1. September 19 – High Street - Mickey Duncan – variance request

11. Mayor's Report

Shepherdstown Town Council Meeting Minutes

Tuesday, September 12, 2023

Town Hall

104 North King Street

6:30 p.m.

Mask Wearing is Optional

**Also being streamed on the town's Facebook page "Shepherdstown,
West Virginia"**

DRAFT

Present: Jim Auxer (Mayor), Lori Robertson (Recorder), Jenny Haynes, Leah Rampy, Chris Stroeck (arrived 7:11 p.m.), and Marty Amerikaner.

Absent: Cheryl Roberts

Staff: Town Clerk Amy Boyd, Town Administrator Stephanie Grove, Director of Public Works Frank Welch, and Chief of Police Mike King.

Visitors: Frank Hill, Esq., Peter Smith, Phil Baker-Shenk, Jim Gatz, Marshall DeMerritt, Bryon Byrd, Steve Pearson, Edwina Benitez, and Shepherdstown Fire Chief Morgan.

**Agenda Items 1 and 2-Call to order/approval of Town Council Minutes
(vote required):**

Call to order by Mayor Auxer at 6:30 p.m.

Approval of the Town Council Meeting Draft Minutes of August 8, 2023.

L. Rampy - move to approve Town Council Draft Minutes of August 8, 2023 as written. Second by M. Amerikaner. No objections noted.

Agenda Item 3 – Public Comment Period:

- Persons who have registered to address Town Council.

P. Baker-Shenk - to comment on the Shentel agreement. Although he likes competition, he has some concerns. The look of the town needs to be preserved. We already have a lot of overhead wires and cables, and they are an ugly look to town. Does Shentel have a plan to deal with these wires and cables?

Mayor - please forward these concerns to me. C. Stroeck has expressed the same concerns.

Agenda Item 4 – Public Hearings:

a. A public hearing will be held on Tuesday, September 12, 2023, at 6:30 p.m. at Town Hall (104 N. King St., Shepherdstown, WV) for the purpose of considering a franchise agreement between the Corporation of Shepherdstown and Shenandoah Cable Television, LLC. The franchise agreement pertains to the Town granting a nonexclusive right and privilege to Shenandoah Cable Television, LLC, for the operation of a community antenna television system (CATV) within all areas of the Corporation of Shepherdstown. The term of this agreement is 20 years. The franchise fee to be paid to the Corporation of Shepherdstown is \$250,000 and .05% of the gross revenue derived from the operation of the CATV system during the preceding quarter.

B. Byrd - when they come in they will be minimally invasive. They will have to work with the pole owners to make sure their wires can be attached. The power company will determine that.

Mayor - we will table this until Shentel can address the issues Phil and Chris have brought up. They will send us a new contract.

L. Robertson - could we see a lowering of rates with this competition?

B. Byrd - yes, historically, that is what we've seen with the competition.

Mayor - there is a point of clarification regarding the amount listed in the public hearing notice. It says \$250,000 and should read \$250.00

L. Robertson - move to close the hearing with the franchise fee correction from \$250,000 to \$250.00. Second by L. Rampy. No objections noted.

L. Robertson - move to Table the Public Hearing. Second by L. Rampy. No objections noted.

Agenda Item 5 - Visitors:

Visitor's comments, if any, are logged in under the specific agenda items.

a. Event Request -

i. Rotary Club of Shepherdstown - Annual Christmas Parade - December 2, 2023.

P. Smith - Excited for the parade. Starts at 10:00 a.m. and should last about an hour.

L. Robertson - move to approve the Annual Christmas Parade December 2, 2023. Second by J. Haynes. No objections noted.

ii. Christmas In Shepherdstown -

Mayor - inquired if L. Robertson was still being considered for the committee?

S. Pearson - sure, we haven't really had a formal meeting to date.

J. Haynes - we need to get a star for the tree on McMurren. There a lot of events planned! Would like to add some music to McMurren. She has an idea for the businesses to promote Xmas by decorating their windows- make it a contest. Would like to decorate the two unused black poles at the corners of the Community Club and the wall of McMurren. Possibly decorate the meters once we waive the meter fee for the holidays. Amy and Steve will present a budget so we know what we can expect to spend.

L. Rampy - move to approve the dates and street closures for the events. Second by L. Robertson. No objections noted.

b. JCDA - Edwina Benites, Executive Director.

- Resolution Supporting the Expansion of the YMCA into Jefferson County

E. Benites - The YMCA is one of the largest child care facilities in the country. There is a shortage of child care options in Jefferson County with the wait lists being very long, putting a hardship on parents. They are looking to place a YMCA in Jefferson County between Rt. 9 and Rt. 340, and in Berkeley County with the location to be announced. A Y is not only a great place for activities/health/wellness for kids, but also for seniors. They also want to include a pool at each location.

L. Rampy - move to support the Resolution and to approve the Mayor to sign the Resolution. Second by J. Haynes . No objections noted.

- Small business classes starting in September

E. Benites - these classes are free and offer college credits. You can take one free class or all of them.

- Our Jefferson County Grown/Made Programs

E. Benites - they received a grant to have products made. She has some sweatshirts for the Council. The products help grow and brand Jefferson County.

c. Shepherdstown Fire Department - Marshall DeMerritt, EMS Chief - Funding request for needed small tools and equipment

M. DeMerritt - asking for \$9,688.00 for the purchase of tools they use on every call.

M. Amerikaner - move to approve the funding request of \$9,688.00 from unallocated video lottery money. Second by L. Rampy. No objections noted.

L. Robertson asked how the department was doing with all of the recent changes. M. DeMerritt - they are still figuring out the system and doesn't have any real data to share - they are working through it. Regarding the service to Shepherdstown - the first call, the patient is gotten to pretty quickly. The second call, the patient is waiting longer.

d. Frank Hill - Charles Morris II lot consolidation - 218 South Duke St.

F. Hill - is here at the request of the Planning Commission to merge 2 parcels into a single parcel. The town is not giving up any property, and there is no modification of Union Alley at all.

Mayor - this is information only for us and those streaming. The Planning Commission approved it.

Agenda Item 6 – Unfinished Business:

a. Market House Update –

- Environmental Remediation Proposal

Mayor - they wanted \$24K and he was able to get them down to \$18K. The money will come out Hotel/Motel Tax. The proposal has been vetted by the town attorney.

M. Amerikaner - move to approve the Mayor to sign the Environmental Remediation Proposal for \$18,000. Second by L.Rampy. No objections noted.

- Renovation Drawings ,

Mayor - moving forward with what the Visitor's Bureau wants. We will have to bid it out, and prior to doing that, the Council will need to approve the drawings. There will be two ADA bathrooms and an ADA lift. The overall goal is to make it accessible for any renter. The Library has agreed to use a space for a book drop-off and pick-up.

b. Website Update –

A. Boyd - no update this month. It is coming to fruition. She should have a sample ready in a few days.

c. Rt. 340 Traffic Detour -

Chief King - it has been busier than usual but not as bad as we thought it would be. The SPD and Dept. Of Highways(DOH) are tracking it. The DOH will provide traffic directors if needed.

L. Robertson - reading on social media that people are blowing through the stop signs a certain times of the day.

A. Boyd- witnessed drivers going into the intersections and blocking them.

S. Grove - will keep in touch with the engineers on the project and keep us informed. At peak times, it's taking 40-minutes from Sharpsburg to Shepherdstown.

C. Stroeck - thinks we should make the request for DOH.

Mayor - asked S. Grove to go ahead and make the request from the DOH for the traffic director/s.

S. Pearson - can we have tow-trucks on call/standby to help with breakdowns?

Chief King - Brown's is right down the road.

Chief - speaking of delays - the train tracks were blocked recently for 25-minutes. He called and was told that every 25 miles the tracks have an automatic train checker system. It was triggered around Antietam and the train was so long, by the time it was able to stop it was across all of the crossings here. They told the Chief they can change the train checker to 5 miles so the stoppage will be past our crossings.

L. Rampy - inquired as to what the trains carry.

Chief - there's an app that tells him exactly what's on the train.

C. Stroeck - is there an emergency plan to get across the tracks for those in need?

Chief - he has some options for when the crossings are blocked.

Agenda Item 7 – Old Business:

_____ a. None

Agenda Item 8 – New Business:

_____ a. None

Agenda Item 9 – Reports of Committees:

A. Finance Committee:

1. No Meeting August 2023
2. Recommendations:
 - a. Review and approval of General Fund Financials

S. Grove - The June financials have been updated to reflect the wine and liquor sales as it's done quarterly. She will email it to us.

Reading the financials are a little confusing because although it shows a negative, we are expecting monies from different entities soon. The bottom line is that we are in good shape.

C. Stroeck - move to approve the Corporation Financials as written. Second by L. Robertson, with L. Rampy abstaining. No objections noted and the motion carried with a majority.

B. Parking Committee:

1. Meeting minutes of August 2023
2. Recommendations: None

C. Police Committee:

1. No meeting in August 2023
2. Recommendations: None

D. Parks and Recreation Committee:

1. Meeting minutes of August 2003
2. Recommendations: None

E. Public Works Committee:

1. Meeting minutes of Special August meeting 2023 - not available

2. Recommendations: None

F. Path Advisory Committee

1. No meeting August 2023

2. Recommendations: None

G. Grants Committee

1. No meeting of August 2023

2. Recommendations: None

H. Age Friendly Committee

1. Meeting minutes of August 2023 - not available

2. Recommendations: None

I. Personnel Committee

1. Meeting minutes of August 2023

2. Recommendations: None

J. Recycling Committee

1. No meeting of August 2023

2. Recommendations: None

Agenda item 10 – Report of Commissions, Authority and Boards:

A. Historic Landmarks Commission:

1. Meeting minutes of August 2023 - not available
2. Recommendations: None

B. Planning Commission:

1. Meeting minutes of August 2023 - not available
2. Recommendations:
 - a. Charles Morris II lot consolidation
See Visitor's D

C. Tree Commission

1. Meeting minutes of August 2023
2. Recommendations: None

D. Water and Sanitary Board:

1. Meeting minutes of August 2023 - not available
2. Recommendations: None

E. Board of Appeals

1. September 19 - High Street - Mickey Duncan - variance request.

Agenda Item 11 - Mayor's Report:

- * Go to the Visitor's Center and the Shepherdstown Historic Museum
- * The Green Infrastructure Project is moving forward

- * We are holding interviews for another police officer this week
- * Please hang onto the drawings from the Mills Group for the Market House
- * He was informed by a contractor doing the work, that German/Washington, and Princess Streets are slated to be milled and paved starting October 1. The work will be done at night. This Thursday the representatives from the DOH and the construction company are coming to speak to the Mayor, Frank, and Stephanie.
- * This Saturday at 10 a.m. there is a ribbon cutting in front of the Community Club for the Bookfest. The Council is invited to attend.

L. Robertson – move to adjourn at 8:07 p.m. Second by L. Rampy. No objections noted.

Draft Minutes respectfully submitted by L. Robertson, Recorder for the Corporation of Shepherdstown.

From: [Stephanie Grove](#)
To: [Amy Boyd](#)
Cc: [Arthur Auxer III](#)
Subject: FW: Shentel Franchise Agreement Additional Language
Date: Tuesday, October 3, 2023 12:05:47 PM

Shentel Info for the Town Council agenda.

Stephanie F. Grove, Town Administrator
Corporation of Shepherdstown
104 North King Street
P.O. Box 248
Shepherdstown, WV 25443
Office: (304) 870-4331
Website: www.shepherdstown.us

From: Bryan Byrd <Bryan.Byrd@emp.shentel.com>
Sent: Monday, October 2, 2023 4:47 PM
To: Stephanie Grove <Sgrove@shepherdstown.onmicrosoft.com>
Cc: Arthur Auxer III <jimauxer@yahoo.com>; Chris Kyle <Chris.Kyle@emp.shentel.com>; Stuart French <Stuart.French@emp.shentel.com>
Subject: RE: Shentel Franchise Agreement Additional Language

Stephanie,

I hope you are doing well! See our responses below in [purple](#).

Please let me know if these answers cover the questions and if there is anything else that you need from us. What are the next steps at this point?

Thanks so much!

Respectfully,



Bryan Byrd | Government and Community Affairs Specialist
Office (540) 984-5044 | Mobile (540) 335-3645 | bryan.byrd@emp.shentel.com

From: Stephanie Grove <Sgrove@shepherdstown.onmicrosoft.com> >
Cc: Arthur Auxer III <jimauxer@yahoo.com>
Subject: RE: Shentel Franchise Agreement Additional Language

CAUTION: This email originated from outside of the Shentel organization. Do not click links or open attachments, unless you recognize the sender and know the content is safe.

Hi Bryan,

We have received your proposed language and are reviewing it with our legal counsel. The individual who provided comment during the hearing has also followed up with written comments, some of which we can answer and some which require Shentel's assistance. I am providing the written comments below with my comments on each in red.

I request that Town Council ask ShenTel to –

1. Identify which of the goals and objectives in the Town's current Comprehensive Plan (2014) are implicated by its application, and how its application will support or undermine those goals and objectives.
 - This comment is intended for Council and Staff, and we can provide this information to Council at its next meeting.
2. Describe what installation procedures will ShenTel use to minimize the addition of unsightly overhead wires and cables and utility poles throughout Town, including its historic district?
 - I believe you briefly addressed this during the Council meeting, but could you provide us with a brief overview addressing this comment.
 - Overlash: Wherever Shentel has aerial fiber today, we will not add new aerial attachments, but will perform a construction technique called overlash, which means that we will just attach additional fibers to the existing line so that no new pole attachments will be created – this is a minimally disruptive and will have no material effect on the appearance of the existing infrastructure.
 - Make-Ready: Shentel's construction project will require the pole owners to go through a process known as "make-ready" which may result in some of existing infrastructure being cleaned up. When we apply to attach or overlash on a pole, the pole owner is required to evaluate the poles to make sure that they are able to accommodate the new infrastructure. When faulty poles are discovered, the pole owner will either have to clean up the pole (move the existing attachments, replace the pole, etc.) or Shentel will have to find an alternative route
3. Identify how many feet of cable will be added within the Town? How much of that total length of cable will be underground ("... under the streets, sidewalks, public lands, highways and right-of-way in the Town..." Cf. page 1, Franchise Agreement)?
 - Is the information currently available or would you have to wait for the site assessment?
 - This information can only be shared in general numbers and is subject to change

as detailed design engineering is completed. We will likely be installing about 4 miles of new fiber. Essentially all of those 4 miles will be aerial within the town boundaries, but 0.5 miles of the most crowded areas will be completed through overlash.

4. Calculate and disclose what would be the comparative cost of ShenTel burying its cables underground or encasing them at street level rather than adding another cable to the web of wires and cables overhead?
 - Do you have any information concerning the cost comparison of the two methods of installation?
 - Generally speaking, buried infrastructure is 2x or more than the cost of aerial infrastructure. It is also traditionally much more disruptive for residents and buried utilities (sewer, water, gas, etc.)
5. Reveal whether ShenTel offers any antenna-based or wireless radio transmitter options that would eliminate or minimize the need for adding cables overhead in Town? If so, why is ShenTel not proposing to use these alternatives in Shepherdstown, and especially its Historic District areas?
 - Could you address this comment?
 - We do not have any wireless broadband offerings.
6. Describe what financial assurance bond or guarantee will be provided now, so that at the end of the 20-year term of the agreement, or at such earlier time that ShenTel stops offering service through its proposed overhead cables in Shepherdstown, the Company will ensure that it will keep the promise made in paragraph 15 of the Agreement that ShenTel's cables and other utility facilities will be completely removed in a way that leaves no trace at the Company's expense?
 - I believe the revised language you provided addresses this concern.
7. Confirm that Town residents and owners in all areas within the Corporation limits of the Town have the right to subscribe to the service proposed under the Franchise Agreement?
 - You had previously provided a draft service area map, and based upon that I believe that this comment has already been addressed.
 - Agreed

Please feel free to contact me if you have any questions or would like to discuss this further.

Thanks,

Stephanie

Stephanie F. Grove, Town Administrator
Corporation of Shepherdstown
104 North King Street
P.O. Box 248
Shepherdstown, WV 25443

Office: (304) 870-4331

Website:

https://url.avanan.click/v2/_www.shepherdstown.us_.YXAzOnNoZW50ZWxwcm9kOmE6b2pjMmZhYTg2N2EzMzM5NmFjNTY5NTZlMzNjMGM5YmMyZTo2OjM5ZWE6OWRiODZjMjEyODk3M2JiZTdmZjY5MjF0OWM4YTM3YzVmYWJlYWUyM2MzMzMDZlYmMxMTBjNmU4Yzg5ODZhYjczZTp0OIQ

From: Bryan Byrd <Bryan.Byrd@emp.shentel.com>

Sent: Wednesday, September 27, 2023 9:44 AM

To: Stephanie Grove <Sgrove@shepherdstown.onmicrosoft.com>; Arthur Auxer III <jimauxer@yahoo.com>

Cc: Chris Kyle <Chris.Kyle@emp.shentel.com>; Stuart French <Stuart.French@emp.shentel.com>; Chris Stroech Personal <cstroech@panhandle-legal.com>

Subject: RE: Shentel Franchise Agreement Additional Language

Good morning,

I am writing to check in on the below language that we have proposed to include in Shentel's Cable Franchise agreement with Shepherdstown. Please advise if this language adequately addresses the concerns of the Town and we will incorporate it in the agreement. Thanks so much!

Respectfully,



Bryan Byrd | Government and Community Affairs Specialist

Office (540) 984-5044 | Mobile (540) 335-3645 | bryan.byrd@emp.shentel.com

From: Bryan Byrd

Sent: Thursday, September 21, 2023 4:16 PM

To: Stephanie Grove <Sgrove@shepherdstown.onmicrosoft.com>; Arthur Auxer III <jimauxer@yahoo.com>

Cc: Chris Kyle <Chris.Kyle@emp.shentel.com>; Stuart French <Stuart.French@emp.shentel.com>

Subject: RE: Shentel Franchise Agreement Additional Language

Mayor Auxer,

I am just writing to follow up on the below language to see if this addresses Shepherdstown's concerns regarding the proposed Shentel fiber project that were raised at this month's Town Council meeting. Thanks so much!

Respectfully,



Bryan Byrd | Government and Community Affairs Specialist

Office (540) 984-5044 | Mobile (540) 335-3645 | bryan.byrd@emp.shentel.com

From: Bryan Byrd

Sent: Tuesday, September 19, 2023 9:50 AM

To: Stephanie Grove <Sgrove@shepherdstown.onmicrosoft.com>; Arthur Auxer III <jimauxer@yahoo.com>

Cc: Chris Kyle <Chris.Kyle@emp.shentel.com>; Stuart French <Stuart.French@emp.shentel.com>

Subject: Shentel Franchise Agreement Additional Language

Mayor Auxer,

I hope that you are doing well!

In light of the discussion as the Town Council meeting last week regarding the desire for additional language that would allow for the potential removal of Shentel's system in the case that it is no longer in use, please review the below language. If this language is acceptable, just let us know and we can get it incorporated into the agreement addendum. Thanks so much!

REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Shentel shall remove its aerial supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places over which they are installed and shall restore the areas to a condition reasonably comparable to their original condition. If such removal is not completed within one (1) year of such lawful termination or revocation, the City or property owner may deem any property not removed as having been abandoned and the City may remove it at Shentel's cost.

(b) During the term of the Agreement, if Shentel decides to abandon or no longer use all or part of its aerial Cable System, it shall give the City written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Shentel's abandonment of the aerial Cable System, the City shall have the right to either require Shentel to remove the property, remove the property itself and charge Shentel with the reasonable costs related thereto.

(c) Notwithstanding the above, Shentel shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow

Shentel from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

Respectfully,



Bryan Byrd | Government and Community Affairs Specialist

Office (540) 984-5044 | Mobile (540) 335-3645 | bryan.byrd@emp.shentel.com

PROPOSED ADDENDUM FROM SHENTEL IN RESPONSE TO PUBLIC COMMENT

REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Shentel shall remove its aerial supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places over which they are installed and shall restore the areas to a condition reasonably comparable to their original condition. If such removal is not completed within one (1) year of such lawful termination or revocation, the City or property owner may deem any property not removed as having been abandoned and the City may remove it at Shentel's cost.

(b) During the term of the Agreement, if Shentel decides to abandon or no longer use all or part of its aerial Cable System, it shall give the City written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon Shentel's abandonment of the aerial Cable System, the City shall have the right to either require Shentel to remove the property, remove the property itself and charge Shentel with the reasonable costs related thereto.

(c) Notwithstanding the above, Shentel shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Shentel from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

AGREEMENT

CABLE TELEVISION FRANCHISE IN THE CORPORATION OF SHEPHERDSTOWN, WEST VIRGINIA

Agreement made this ____ day of _____, 2023, by and between the **THE CORPORATION OF SHEPHERDSTOWN, WEST VIRGINIA**, hereinafter referred to as the Town, party of the first part, and **SHENANDOAH CABLE TELEVISION, LLC**, a Virginia limited liability company, hereinafter referred to as the Company, party of the second part.

WHEREAS, the Company wishes to renew and continue to conduct a community antenna television system (CATV) to furnish all types of services usually furnished or which can be furnished by such a system in all areas of the Corporation of Shepherdstown, West Virginia, through distribution and transmission equipment, cables, and/or wires, other transmission equipment or other means, commonly called a CATV system; and

WHEREAS, the CATV system will be attached to poles or constructed underground and its cables, wires or other equipment would cross over or exist under the streets, sidewalks, public lands, highways and right-of-way in the Town; and

WHEREAS, the Company has requested of the Town that it be granted a nonexclusive franchise to operate a CATV system within the Corporation of Shepherdstown, West Virginia, and the Town, after giving public notices and holding public hearings as required by West Virginia Code 24D-1-7 and the rules thereunder, has agreed to grant to the Company, a nonexclusive franchise to operate a CATV system within the Corporation of Shepherdstown, West Virginia, pursuant to the following terms and conditions.

WITNESSETH: That for and in consideration of the mutual covenants herein contained the parties do hereby agree as follows:

(1) GRANT OF AUTHORITY: The Town grants to the Company the nonexclusive right and privilege, within all areas of the Corporation of Shepherdstown, West Virginia, as described in Attachment A hereto, to construct, maintain, and operate in, or, over and under the present and future public streets, alleys, rights-of-way and public places within the Town, such as towers, poles, lines, cables, wiring and all related equipment for the purpose of receiving, amplifying and distributing television, radio, audio, video or any other telecommunications signal or service within said Town and to inhabitants hereof. The Company shall have further right to enter into arrangements for the attachment onto or use of facilities owned or operated by public utilities operating within the Town. The Company shall provide to the Town, upon request, copies of all such agreements between the Company and any public utility operating within the Town for the use by the Company of any facilities owned or operated by said public utilities.

(2) TERMS OF AGREEMENT: The nonexclusive franchise granted herein shall be for a term of twenty (20) years, commencing on the 1st day of July, 2023, and terminating at midnight on the 30th day of June, 2043 .

(3) CONDITIONS OF STREET AND ROAD OCCUPANCY AND SYSTEM CONSTRUCTION:

(a) Use: All transmission and distribution structures, lines and equipment erected by the Company within the Town shall be located as to cause minimum interference with other proper use of the public streets, alleys, ways and places located within the Town, and as to cause a minimum interference with the rights and reasonable convenience of property owners who adjoin any of the said public streets, alleys, ways, or places. The use of public highways and other public places shall be subject to:

1. All applicable state statutes, municipal ordinances and all applicable rules and orders of the West Virginia Public Service Commission governing the construction, maintenance and removal of overhead and underground facilities of public utilities;

2. For Town streets, all applicable rules adopted by the governing body of the Town in which the streets are situated; and

3. For state or federal-aid highways, all public welfare rules adopted by the West Virginia Department of Transportation, Highways Division.

(b) Restoration: In cases of any disturbance of pavements, sidewalks, lawns, roadways, or other surfacing, the Company shall, at its own expense and in a manner approved by the Town, replace and restore such places or disturbed to as good a condition as before said work was commenced. The Company shall also be required to consult with the Highways Division regarding any disturbance of pavement, roadway or other rights-of-way as may be under the jurisdiction and control of the Highways Division.

(c) Relocation: In the event that at any time during the period of this agreement, the Town or the Highways Division shall lawfully elect to change the grade or location of any public street, alley, way, or place, the Company, upon reasonable notice by the Town or the Highways Division, as the case may be, shall remove, re-lay and re-locate its equipment at its own expense. All such alterations shall be subject to the approval of the Town and the Highways Division.

(d) Placement of Fixtures: The Company shall not place any fixtures or equipment where the same shall interfere with any gas, electric, communications, fire alarms, sewer or water lines, fixtures or equipment, and the location by the Company of its lines and equipment shall be in such manner as to not interfere with the usual travel on said public streets, alleys, ways, and places, and the use of the same for gas, electric, communications, fire alarms, sewer and water lines, fixtures and equipment.

(e) Easements: In the use of easements dedicated to compatible uses, the Company shall ensure:

1. That the safety, functioning and appearance of the property and the convenience and safety of other persons is not adversely affected by the installation or construction of facilities necessary for the cable system;

2. That the cost of the installation, construction, or operation of facilities is

borne by the Company or subscribers, or a combination of both; and

3. That the owner of the property is justly compensated by the Company for any damages caused by the installation, construction, operation or removal of facilities by the Company, its employees or contractors.

(4) SERVICES TO BE PROVIDED BY THE COMPANY:

(a) Services shall be made available to all inhabitants of the Town who reside in the area described in Attachment A who desire such service within one (1) month of the date of their request, provided that the following conditions have been met:

1. The location is serviceable. A location is serviceable when:

A. The inhabitant is located in an area where it is economically feasible to provide such service, and such area is unserved by another cable system. Such condition of economic feasibility is met where an average of at least thirty (30) residences are passed within one plant mile of cable line laid; calculated from the existing cable system owned by the Company to the end of the proposed service extension; or

B. The distance from existing distribution lines to the home or building is not more than two hundred feet ("maximum drop length");

2. Inhabitant complies with the Company's regulations governing the conduct of its business; and

3. The Company is able to obtain any private rights-of-way required to extend its facilities at a reasonable cost.

(b) The company shall provide and maintain basic service for one single standard outlet upon request to any school or institution of higher education, fire station, and public library located within the service area, and within a reasonable distance of an existing distribution line of the Company. The recipients of service under this paragraph shall not be charged for basic cable service; provided however, that the service is not to be delivered to a residence.

(c) The company shall provide the Town, upon appropriate authorization (and payment), facilities and equipment for transmission of information relating to law enforcement, fire protection, rescue services or all other public emergencies as may be necessary or desirable for the safety and welfare of the citizens of the Town to the Office of the County Emergency Services or as directed by the Town. The facilities to be provided include access to one PEG channel without charge for the transmission of information relating to law enforcement, fire protection, rescue services, or other public safety messages. The Company shall comply with the regulations of the Federal Communications Commission (FCC) for the operation of the Emergency Alert System as set forth under 47 C.F.R. Section 11.

(d) The Company shall offer to all customers within the Town service of signal and viewing quality that is in compliance with all FCC technical standards.

(e) The Company shall conduct its business with its subscribers in accordance with all FCC Customer Service Standards.

(f) The Company shall designate at least ten percent of all its channels for public,

educational or governmental (PEG) use, provided, however, that the company shall not be required to designate more than 3 such channels for such public, educational or governmental use. At least one such designated channel is to be carried as part of the basic service tier. The Company shall abide by all rules and procedures adopted by the Town as franchise authority for activation of designated PEG channels currently in use for non-PEG purposes.

(g) The maximum number of channels the system(s) will initially be capable of providing is at least 319. The number of channels to be initially activated to provide programming to subscribers is 329.

(h) The number of channels to be initially offered as part of the basic tier of service is 34.

(i) The Company agrees that it will not abandon areas presently served by this cable system(s) without the agreement of the Town, unless such areas and residents therein are being served by another cable system, or unless unreasonable costs are imposed for the continued use of a private right-of-way necessary for providing service to such areas.

(5) CONDITION OF EQUIPMENT: The Company shall maintain all of its lines, rights-of-way and equipment in good and safe condition and shall at all times construct and maintain its fixtures of equipment in compliance with the requirements of the National Electrical Safety Code and the National Electrical Code.

(6) PROCEDURES FOR RESTORING INTERRUPTED SERVICE AND IMPROVING SUBSTANDARD SERVICE:

(a) The Company, for the purpose of restoring interrupted service and improving substandard service, shall be able to receive calls twenty-four hours a day, seven days a week, and shall have one or more qualified persons as may be necessary to repair the cable system.

(b) The Company shall restore interrupted service not later than twenty-four hours after being notified by a subscriber that service has been interrupted, unless (1) service cannot be restored until another company repairs facilities owned by such company and leased to, or required for the operation of, the cable service, (2) the interruption was caused by an act of nature or (3) the Company is unable to restore service within twenty-four hours due to extenuating circumstances. In the event of such extenuating circumstances, the company shall restore service as soon as feasible and then submit a written notice to the Public Service Commission of West Virginia indicating that service has been restored and explaining the nature of the extenuating circumstances.

(7) CREDIT OR REFUND FOR INTERRUPTED SERVICE:

(a) If cable service to a subscriber is interrupted for more than twenty-four continuous hours for any reason such subscriber shall, upon request, receive a credit or refund within 60 days from the Company in an amount that represents the proportionate share of such service not received in a billing period, provided that such interruption was not caused by the subscriber.

(b) The Company shall comply with any viewing time reliability standards for cable operators established by the Public Service Commission of West Virginia.

(8) OFFICE OPERATING REQUIREMENTS; OFFICE HOURS: The Company shall operate a business office in or near the service area, or as otherwise approved by the franchising authority or by the Public Service Commission of West Virginia. The office shall be open during normal business hours. The Company shall operate sufficient telephone lines, including a publicly and locally listed toll-free number or any other free calling option, staffed by a company customer service representative during normal business hours.

(9) NOTICE TO SUBSCRIBERS REGARDING QUALITY OF SERVICE AND BILLING:

(a) Annually, the Company shall mail to each of its subscribers a notice which:

1. Informs subscribers how to communicate their views and complaints to the cable operator and to the Public Service Commission of West Virginia
2. States the responsibility of the Public Service Commission to receive and act on consumer complaints other than channel selection, programming and rates, concerning the operation of a cable system; and
3. States the policy regarding the method by which subscribers may request pro rata credit as described in section seven of this agreement.
4. States the policy regarding billing practices, late fees, and other service charges.

(b) The notice shall be in nontechnical language, understandable by the general public, and in a convenient format. On or before the thirtieth day of January of each year, the operator shall certify to the franchising authority and the Public Service Commission that it has distributed the notice as provided in this section during the previous calendar year as required by this section.

(10) RECORDING OF SUBSCRIBER COMPLAINTS:

(a) The Company shall keep a record or log of all complaints received regarding quality of service, rates, programming, equipment malfunctions, billing procedure, employee relations with customers and similar matters as may be prescribed by the Public Service Commission of West Virginia. The records shall be maintained for a period of two years.

(b) The record or log shall contain the following information on each complaint received:

1. Date, time, nature of complaint;
2. Name, address, telephone number of complainant;
3. Investigation of complaint; and
4. Manner and time of resolution of complaint.

(c) Consistent with the subscriber privacy provisions contained in 47 U.S.C. section 551 or as otherwise provided by federal law, every cable operator shall make the logs or records, or both, of such complaints available to any authorized agent of the Public Service Commission of West Virginia and the franchising authority, upon request during normal business hours for

on-site review.

(11) INDEMNIFICATION BY THE COMPANY OF THE TOWN:

(a) The Company, its successors and assigns, shall indemnify and hold harmless the Town from any liability whatsoever for any damage or injury caused to any person or property by the actions or omissions of the Company on account of the franchise granted by this agreement. The Company shall take out and maintain during the term of this agreement general liability insurance with the following minimum coverage limits:

1. One Million Dollars (\$1,000,000) per occurrence.
2. Two Million Dollars (\$2,000,000) aggregate.
3. One Million Dollars (\$1,000,000) automobile liability per occurrence.

Where the insurance provides separately for personal injury and property damage, the combined limits of the two coverages shall be no less than the per occurrence and aggregate limits set forth above. The Company shall protect the Town from claims for said damages arising out of the exercise of rights and privileges and operations under this agreement. Prior to the exercise of any rights under this agreement, Certificates of Insurance shall be filed and deposited with the Clerk of the Town.

(b) Upon receipt of notice in writing from the state, county and/or municipality, the Company shall, at its own expense, defend any action or proceeding against the state, county and/or municipality in which it is claimed that personal injury or property damage was caused by activities or omissions of the Company in the installation, operation or maintenance of its cable system.

(12) FRANCHISE FEE: In consideration the granting of this franchise by the Town to the Company, said grantee shall be liable to pay to the Town/City a franchise fee as follows:

(a) The sum of \$250.00 shall be paid by the Company to the Town upon the execution of this agreement by the Company. (Such sum to be treated as a franchise fee or portion thereof.)

(b) The Company shall pay to the Town five percent (5%) of the gross revenue derived from the operation of the cable system during the preceding quarter. If the above agreed to sum certain exceeds the limit permissible under law, the maximum amount so allowed will be paid.

(c) The amount of the franchise fee to be paid to the Town shall be reviewable upon the third, sixth, ninth and twelfth anniversary dates of the date of the granting of the franchise, and upon such date the Town shall have the right to change the amount and method of calculating the franchise fee; provided however, that such changes are in conformity with federal and state law.

(d) The imposition and collection of any franchise fee under this agreement shall not affect the collection of the annual fee or document fees by the West Virginia Public Service Commission as set forth in West Virginia Code 24D-1-20 and 24D-1-25 and rules thereunder. Further, the franchise fee set forth in this agreement together with any state annual fee, document fee, or other fee considered under federal law to be a franchise fee shall never exceed the maximum

amount prescribed by federal or state law.

(e) Nothing contained herein shall prevent the Company from collecting any or all such franchise fee as an addition to its regular charges, by listing them as a separate line on its invoiced to the customer.

(13) NON-LIABILITY OF TOWN: The Town shall not be liable for interrupting the Company's service caused by employees of the Town in the proper performance of their duties.

(14) RATES:

(a) The Company shall file with the Town and keep current a schedule of its rates charged, or where no such rates are yet charged then its initially proposed rates, for each tier or cable service. The rates charged to all subscribers for the same service shall be equal and uniform throughout each cable system; excepting that this does not prohibit promotional or group rates when such rates are offered throughout the franchise area.

(b) The Company shall inform the Town of the charge for any connection fee, any reconnection fee, and any fee for an unwarranted service technician visit. In addition, the Company agrees that it will bill monthly and calculate any late payment charge in conformity with 150 CSR 26.17 regardless of whether credit has been extended. Such fees will be levied as follows:

(1) A connection fee will be charged when service is connected at a subscriber's location.

(2) A reconnection fee will be charged when service was disconnected due to a failure to pay for service

(3) An unwarranted service visit charge will be made if the customer's equipment or inside wiring is the cause of the customer's trouble.

(4) A late payment fee will may be charged when any outstanding undisputed balance due that remains after the due date appearing on the bill.

(c) To the extent permitted by federal law, the Public Service Commission of West Virginia shall regulate basic cable service rates to ensure that they are just and reasonable both to the public and to the cable operator and are not unduly discriminatory.

(d) The Company shall not raise rates or add new channels and increase charges to subscribers without first providing 30 days written notice to subscribers and providing its subscribers the option to cancel service without penalty within that 30 day period.

(15) REMOVAL OF PROPERTY AT TERMINATION OF AGREEMENT: In the event this franchise agreement is terminated for any reason, or if the Company, or its successors, cease to exercise its rights and privileges pursuant to the terms of this agreement , then, in such event, all poles, lines, cables, wiring and other apparatus erected, installed or deposited by the Company or

its successors within the Town shall be properly removed at the Company's own expense unless otherwise agreed to by the parties. Further, unless otherwise agreed to, property not removed within six months of termination will be considered abandoned and the Company shall be liable for the cost of removal.

(16) REVOCATION, ALTERATION, OR SUSPENSION OF CABLE FRANCHISE; PENALTIES:

(a) This cable franchise may be revoked, altered or suspended by the Town following reasonable notice and public hearing for the following reasons:

1. For making material false or misleading statements in, or for material omissions from, any application or proposal or other filing made with the franchising authority;
2. For repeated failure to maintain signal quality under the standards prescribed by the Public Service Commission of West Virginia;
3. For any sale, lease, assignment or other transfer of its cable franchise without the consent of the franchising authority;
4. Except when commercially impracticable, for unreasonable delay in construction or operation, as well as for unreasonable withholding of the extension of cable service to any person in the franchise service area;
5. For material violation of the terms of its cable franchise;
6. For failure to substantially comply with WVA. Code 24D-1-1 et seq. or any rules, regulations or orders prescribed by the Public Service Commission of West Virginia;
7. For substantial violation of its filed schedule of terms and conditions of service; and
8. For engaging in any unfair or deceptive act or practice.

(b) In lieu of, or in addition to, the relief provided by subsections (a) or (b) hereof, the Town may fine a cable operator, for each violation under the provisions of this section, in an amount not less than fifty dollars nor more than five thousand dollars for each violation. Each day's continuance of a violation may be treated as a separate violation.

(17) RENEWAL OF CABLE FRANCHISE: This cable franchise may be renewed by the Town upon approval of the Company's application or proposal therefor and in accordance with the provisions of state and federal law. The form of the application or proposal shall be prescribed by the Public Service Commission of West Virginia. The application or proposal shall be the same fee prescribed for franchise applications, and the periods of renewal shall be not less than five nor more than twenty years each, unless otherwise prescribed by state or federal law. The Town shall require of the applicant full disclosure, including the proposed plans and schedule of expenditures for or in support of the use of public, educational or governmental access facilities.

(18) ASSIGNMENT OR TRANSFER OF CABLE FRANCHISE: This franchise including the rights, privileges and obligations thereof may not be assigned, sold, leased, or otherwise transferred, voluntarily or involuntarily, directly or indirectly, including a transfer of control of any cable system, whether by change in ownership or otherwise, except upon written application to and approval of the Town. The form of application for transfer shall be prescribed by the Public Service Commission of West Virginia.

(19) NON-DISCRIMINATION: As a condition to receiving a franchise from the Town, the Company covenants and agrees that it shall not discriminate in any employment matter or any other matter against any person on account of age, race, religion, sex, physical handicap or country of natural origin.

(20) REVIEW OF EQUIPMENT AND RECORDS:

(a) Throughout the term of this agreement the Town shall have the right, during normal business hours, to inspect all lines, equipment, fixtures and facilities owned or operated by the Company pursuant to the terms of this agreement. The Town shall also have the right, during normal business hours, to inspect all records and reports maintained by the Company and either under the control or direction of the Company or any of its agents, employees or affiliates, wherever said agreements, contracts, records and reports may be located; subject to the subscriber privacy provisions of the Cable Communications Act of 1984, applicable federal law, and excepting proprietary and confidential information contained in programming contracts when rates are not regulated. With the exception of salaries and wages of employees of the Company, which shall be paid by the Company, all expenses incurred in conducting such inspections and reviews of the equipment and records of the Company shall be at the expense of the Town.

(b) The Company shall file with the Town, upon request, copies of all reports of its financial technical and operational condition and its ownership required by state or federal law. The reports, as required to be filed with federal and state agencies and authorities shall be kept on file open to the public.

(c) The Town or its designated agent(s) shall have access to all books of account and records of the company, its affiliates, parent(s) or subsidiary(ies) through which expenses or revenues may flow. Such access shall be for the purpose of ascertaining the accuracy of any and all reports, accounts or payments due or made to the Town, or for purposes deemed necessary by the Public Service Commission of West Virginia.

(21) CANCELLATION

(a) The Company shall have the right to annul and rescind this agreement only in the event that the operation of the system herein provided for is prohibited by law.

(b) This franchise is granted upon the express condition that if the Company shall neglect, refuse or fail to do, perform or observe any of the material conditions, agreements, provisions, in terms, as set forth herein, including, but not limited to the timely payment of the franchise fee as fixed and assessed in accordance with this agreement, and such neglect, failure or default shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Company, then, and in such event, the Town shall have the right, and does hereby reserve the right, at its option, after reasonable notice and public hearing, to terminate all of the rights and privileges granted herein, and any additions to or amendments hereof, unless such performance of the provisions is being contested before a Court of competent jurisdiction by the Company, and declare the same at an end, without prejudice to any remedies the Town may have.

(22) MISCELLANEOUS:

(a) If any provision of this agreement or the application thereof to any person, firm or corporation is held invalid by any Court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this agreement and to this end the provision of this agreement are declared to be severable.

(b) This agreement shall be interpreted according to the laws of the State of West Virginia.

(c) The franchise grantee agrees to abide by all applicable state and federal laws, rules, and regulations.

(d) The terms of the Addendum attached hereto as Attachment B have been negotiated and agreed upon between the Town and the Company, are applicable and incorporated herein by this reference, and are not meant to contradict any term in the body of this franchise.

(23) NOTICE: All notices and other communications hereunder shall be in writing and shall be deemed to have been given on the date of actual delivery if mailed, first class, registered or certified mail, return receipt requested, postage prepaid to the following respective addresses:

To the Town:
P.O. Box 248
Shepherdstown, WV 25443

Attn: Mayor

To the Company:
Shenandoah Cable Television, LLC
Shentel Way
Edinburg, VA 22824
Attn: VP Industry Affairs & Regulatory

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused their respective Officials to set their hands, their secretaries to attest, and their seals to be affixed hereto.

Passed and adopted this _____ day of _____, 2023, subject to applicable federal, state and local law.

CORPORATION OF SHEPHERDSTOWN,
WEST VIRGINIA

By: _____

Name: Arthur J. Auxer III, Mayor

ATTEST

Accepted this _____ day of _____, 2023, subject to applicable federal, state and local law.

SHENANDOAH CABLE TELEVISION, LLC

By: _____

Name: _____

ATTEST

ATTACHMENT B

Pursuant to Section 22(d) of the Agreement, the Town and Company agree that the terms contained in this Attachment B are hereby incorporated into the terms of the Agreement:

SECTION B.1 **Definition of Terms**

For the purpose of this Agreement (the “Agreement”), the terms, phrases, words and abbreviations shall have the meanings ascribed to them in the federal Cable Communications Policy Act of 1984 (“Federal Cable Act”) and the Cable Television Systems Act, West Virginia Code §24D-1-1 et seq., and regulations promulgated therefrom (“West Virginia Cable Law”) and the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- a. “Affiliate” means an entity which owns or controls, is owned or controlled by, or is under common ownership or control with Company.
- b. “Company”, “Grantee”, or “Franchise Grantee” means Shenandoah Cable Television, LLC, or the lawful successor, transferee, or assignee thereof.
- c. “Gross Revenues” means the monthly revenues received by Company directly from Subscribers located within the Service Area for the provision of Basic Service, expanded basic service, pay per view, connection, reconnection and home maintenance program fees. “Gross Revenues” do not include any tax, fee, or assessment of any kind imposed by the Franchising Authority or other governmental entity on the Company, or Subscriber, or both, solely because of their status as such.
- d. “Subscriber” means a user of the Cable System who lawfully receives Cable Service or other service therefrom with Company’s express permission

SECTION B.2 **Grant of Franchise-Equal Terms**

B.2.1 **Favored Nations.** In the event Franchising Authority enters into, or has entered into, a franchise, permit, license, authorization, or other agreement of any kind with any Person other than Company to enter into Franchising Authority’s streets and public ways for the purpose of constructing or operating a Cable System or providing Cable Service to any part of the Service Area, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

SECTION B.3 **Standards of Service**

B.3.1 **Relocation at Request of Third Party.** Company shall, on the request of any Person holding a building moving permit issued by Franchising Authority, temporarily raise or

lower its wires to permit the moving of such building, provided: (a) the expense of such temporary raising or lowering of wires is paid by such Person, including, if required by Company, making such payment in advance; and (b) Company is given not fewer than ten (10) business days advance written notice to arrange for such temporary wire changes.

B.3.2 Trimming of Trees and Shrubbery. Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Service Area so as to prevent branches from coming in contact with Company's wires, cables, or other equipment. Company shall be permitted to charge Persons who own, or are responsible for, such trees or natural growth for the cost of such trimming, provided that similar charges are assessed by and paid to the utilities of Franchising Authority for tree trimming. Company shall reasonably compensate Franchising Authority or property owner for any damages caused by such trimming, or shall, in its sole discretion and at its own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction of the System undertaken by Company. Such replacement shall satisfy any and all obligations Company may have to Franchising Authority or property owner pursuant to the terms of this Section.

B.3.3 Aerial and Underground Construction. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are underground, Company likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground; provided that such facilities are actually capable of receiving Company's cable and other equipment without technical degradation of the Cable System's signal quality. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are both aerial and underground, Company shall have the sole discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing contained in this Section 3.3 shall require Company to construct, operate, and maintain underground any ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, pedestals, or other related equipment. Notwithstanding anything to the contrary contained in this Section 3.3, in the event that all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electric services are placed underground after the effective date of this Ordinance, Company shall only be required to construct, operate, and maintain all of its transmission and distribution facilities underground if it is given reasonable notice and access to the public utilities' facilities at the time that such are placed underground.

SECTION B.4 **Unauthorized Reception**

B.4.1 Misdemeanor. In addition to those criminal and civil remedies provided by state and federal law, it shall be a misdemeanor for any Person to create or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the Cable System without the express consent of Company. Further, without the express consent of Company, it shall be a misdemeanor for any Person to tamper with, remove, or injure any property, equipment, or part of the Cable System or any means of receiving Cable

Service or other service. Subject to applicable federal and state law, Franchising Authority shall incorporate into its criminal code, if not presently a part thereof, criminal misdemeanor law which shall enforce the intent of this Section 4.1

SECTION B.5

Town Activation of PEG Channels

B.5.1 **PEG Channels**. Town is currently not utilizing any of the channels designated for public, educational or governmental (PEG) use as per Section 4(c) and Section 4(f). If Town decides to activate and utilize any of the PEG channels it shall give Company at least ninety (90) days prior written notice. All usage shall be consistent with applicable federal and state law. The Town agrees that it will not activate an additional PEG Channel unless there is a need for additional capacity as demonstrated by a programming schedule on the existing PEG Channel(s), as applicable, consisting of at least forty (40) hours per week, which programming for purposes of this calculation shall not include repeat programming generated per month or character-generated programming.

SECTION B.6

Miscellaneous Provisions

B.6.1 **Preemption**. If the FCC or any other federal or state body or agency shall now or hereafter exercise any paramount jurisdiction over the subject matter of the Franchise, then to the extent such jurisdiction shall preempt and supersede or preclude the exercise of the like jurisdiction by Franchising Authority, the jurisdiction of Franchising Authority shall cease and no longer exist.

B.6.2 **Transfer Form 394**. Town and Company agree that in the event of a requested assignment or transfer of the franchise pursuant to Section 18, Company shall also be required to file FCC Form 394 "Application for Franchise Authority Consent to Assignment or Transfer of Cable Television Franchise" and the FCC rules regarding Form 394 are applicable.

B.6.3 **Pledge as Security**. Town agrees that the pledge of, or grant of a security interest in, the Franchise to any lender(s) of Company or its Affiliates, for the purpose of securing indebtedness, shall not require the consent of the Town and is hereby authorized.

B.6.4 **No Waiver**. Town and Company agree that nothing contained herein shall be deemed a waiver by either party of any rights or protections contained in the Federal Cable Act, West Virginia Cable Law or otherwise afforded by law.

B.6.5 **Descriptive Headings**. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

B.6.6 **Severability**. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall

have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

B.6.7 Confidentiality of Records. In regards to review of records, Company will not be required to disclose information which is reasonably deemed to be proprietary or confidential in nature, except to the extent that it is necessary or determining compliance with the calculation of franchise fees or otherwise directly related to compliance with this Agreement. Town agrees to treat any information as confidential, to disclose it only to employees representatives and agents of the Town that have a need to know or in order to enforce the provisions of this agreement and provided that Town may respond to applicable Freedom of Information Act (West Virginia Code 29.B-1-1 et seq. taking into account any appropriate exemptions (e.g. West Virginia Code 29.B-1.4). Town will give Company notice of any request for records provided by Company and Company shall have the right to seek injunctive or other relief to prevent the release of such records.

B.6.8 Acts of God/Force Majeure. Neither Town nor Company shall be held in default of any provision of this Agreement, nor suffer any enforcement or penalty related thereto, where such alleged default is caused by acts of God, power outages, acts of third parties or other events reasonably beyond their ability to control.

END

Corporation of Shepherdstown



Event/Park Request Form

Applications and fees are due at least ninety (90) days prior to the event unless otherwise noted.

Any form of advertising of this event, prior to approval by Town Council, is done at applicant's own risk.

Please read and complete entire application. An incomplete application may result in denial or delay of request. The Corporation of Shepherdstown reserves the right to approve or deny any event request.

Organization:	JEFFERSON COUNTY CONVENTION AND VISITORS BUREAU
Contact Name:	ANNETTE KAVIN BATES
Mailing Address:	37 WASHINGTON COURT
City, State, Zip:	HARDERS FERRY, WV 25425
E-mail Address:	annette.kavin@jccvb.com
Daytime Phone:	304-279-3637
Evening Phone:	304-279-3637
Cell Phone:	304-279-3637

1.) Name and Complete Description of Event including location if other than one of our Parks: <i>attach on separate sheet if necessary</i>	FRASITY fest	
2.) Has this event been held in Shepherdstown in the past?	(SEE ATTACHED SHEET)	
	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, on a separate sheet, please provide event dates (last three years) and describe any scheduling conflicts with other events that occurred in prior years or potential conflicts for the current requested event	
3.) Is this a "one-time" event?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
4.) Date and Time of Event:	From:	To:
1/27/2024	8:00 AM	10:00 AM
1/28/2024	10:00 AM	4:00 PM
4a.) Set Up Time	8:00 AM 1/27/2024	
4b.) Tear Down Time	4:00 PM 1/28/2024	

5.) Park Requested, if applicable:	<input type="checkbox"/> Bane-Harris \$100	<input type="checkbox"/> Cullison \$100	<input type="checkbox"/> Rumsey \$500	<input type="checkbox"/> Viola-Devonshire \$100
6.) Are street closures requested?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please provide, on the attached map, streets that need to be closed. If having a parade, provide parade route. Alleys must be kept open. (No Exceptions)</i>			
7.) Is event open to the public?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
8.) What are the parking arrangements?	SHEPHERD UNIVERSITY IS ALLOWING USE OF LOTS A, B, AND C			
Please explain.				
9.) Will entertainment be involved? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, give details w/# groups, type of music, time of performance(s) etc. See Noise Ordinance</i>	Any entertainment must be approved by the Town Council. <input type="checkbox"/> Live Band <input type="checkbox"/> DJ <input type="checkbox"/> Radio/CD Player <input checked="" type="checkbox"/> Other: Explain MUSIC WILL BE PLAYED VIA BLUE TOOTH SPEAKERS			
10.) Will other equipment be used? (i.e. generator, tents, inflatables, etc.) If yes, give details.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No INFLATABLES			
11.) Are you a non-profit organization? <i>If yes, provide certification of non-profit status.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
12.) Will vendors be at the event? <i>If yes, give details including complete list of vendors and contact information.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No WE HOPE TO HAVE A NON-PROFIT AVAILABLE TO SELL COFFEE AND HOT COCOA			
13.) Will event participants be charged a fee? <i>If yes, what is the cost?</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
14.) Will admission be charged for the event? <i>If yes, what is the cost?</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Cost AWE BASED \$10 OR \$15			
15.) Number of people expected to attend:	<input type="checkbox"/> less than 50	<input type="checkbox"/> 51-100	<input type="checkbox"/> 101-150	<input checked="" type="checkbox"/> more than 150
16.) Name & contact info. for two (2) people with authority that will be present at event:	Name: ANNETTE LAVIN KATES Name: EMILY WALKER		Phone: 304-279-3137 Phone: 304-886-5099	
17.) Check any Town assistance needed:	<input type="checkbox"/> Electric		<input type="checkbox"/> Police	
	<input type="checkbox"/> Recycling		<input type="checkbox"/> Other	
18.) Will alcoholic beverages be served?	<input type="checkbox"/> Yes		<input checked="" type="checkbox"/> No	
<i>If yes, the Shepherdstown Open Container Ordinance must be suspended by action of the Town Council for this day's event.</i>	<i>If yes, you must contact the WV Alcohol Beverage Control Commission to obtain a "one day" license.</i>			

19.) How will this event benefit
Shepherdstown?

INCREASED BUSINESS TO MERCHANTS
DONATION TO LOCAL CHARITIES

Requirements:

- All event requests must be applied for at least 90 days prior to the event date.
- For park events, notification of the event must be provided, in writing, to all neighbors within two blocks of the event location (a copy of this notification must be provided to the Town)
- If this is a parade, walk or run, give details including map of route to be taken.
- General liability insurance coverage of no less than one million dollars (\$1,000,000) reflecting the Corporation of Shepherdstown as additionally insured.
- If assistance from the Police or Public Works Department is needed for the event, you will be responsible for contacting the respective departments.
- Payment of costs incurred during the event must be paid within one week following the event (i.e. Assistance from the Police Department or Public Works Department).
- All required information must be submitted at least two weeks prior to the Town Council meeting.

Corporation of Shepherdstown

It is hereby agreed and understood that _____ is reserved, as specified, for the use of the above named organization and/or individual. The Facility reserved is subject to inspection by any authorized representative of the Corporation of Shepherdstown in order to assure proper use of Town property. This permit must be in the possession of the organization and/or individual to whom it is issued and shown upon request to any authorized Town Official.

The organization and/or individual assumes personal liability and responsibility for any and all costs of cleanup of the premises, loss, breakage, damage to or removal of Town property and further assumes liability and responsibility for the conduct and good order of the group and its invitees and guests.

The organization and/or individual shall be responsible for any and all loss, damage or injury to any and all personal property that it or its agents, representatives, invitees or guests, may bring to, store at, or leave at the facility, and shall indemnify and hold harmless the Corporation of Shepherdstown and any department, agent, official and/or employee thereof for any personal injury incurred during, or as a result of such use. The organization and/or individual further agrees to abide by all procedures, policies, and rules governing use of the above-mentioned facility.

☒ I have read and agree to these responsibilities.

Signature of Organization and/or Individual: _____

Date: 9/26/2023

Any individual under the age of 21 must have the signature of a parent or guardian who shall assume any and all responsibility and liability as set forth above and the person signing must be in attendance at the rental event.

Parent/Guardian: _____

Date: _____

Printed Name: _____

Phone: _____

PLEASE NOTE APPROVAL IS REQUIRED FOR USE OF THE PARK FACILITIES. Once approved, this permit will be issued.

FOR OFFICE USE ONLY

Rental Fee: \$ _____	<input type="checkbox"/> Cash	<input type="checkbox"/> Denied
Date Paid: _____	<input type="checkbox"/> Check	
<input type="checkbox"/> Approved		
Approved by: _____		
Title: _____	Date: _____	Comments: _____ _____ _____

Response to Question 1:

We are planning to hold the Second Annual Jefferson County Frostyfest, 1/26/2024 through 1/28/2024.

The goal of the festival is to attract locals and visitors to the area during one of the slowest months of the year for our merchants.

Through collaboration with all of the towns, we are planning activities throughout the county that will attract individuals of all ages. The net proceeds from the county-wide activities will be donated to local charities. Specifically, to Shepherdstown, we plan to have the skating rink on January 27th and January 28th. Additionally, we are hoping to have a movie matinee on the afternoon of Saturday, January 27th at the Community Club. The skating rink will operate from 10 am– 4 pm on Saturday, January 27th and Sunday, January 28th.

Response to Question 2:

The first annual Frostyfest was held this year, January 26, 2023 – January 29, 2023. Shepherd University hosted the skating rink on January 28th and January 29th.

Response to Question 6:

The hope of moving the rink to King Street is that festival goers will support local merchants while downtown. We are requesting the closure of S King Street just beyond alley at parking for 102 and 104 S King Street. (See Attached Map)



SERVICES

ATM - Jefferson Security Bank
105 E. Washington St.

Double Iris Yoga and Massage
123 W. German St.
240-625-8358

Lucky's Barber Shop
118 E. German St.
304-870-4788
LuckyBarberShopWV.com

NOVA Alternative Wellness
By appointment only
129 E. German St.
304-885-0093
NovaAlternativeWellness.com

Off Mane Street
109 S. Princess St.
304-876-6060
Off Mane Street

Roots Hair Salon
111 E. German St.
304-870-3080
RootsSalonWV.com

Shepherdstown Welcome Center
102 S. King St.
304-535-2627
wherethelovebegin.com



PARKING OPTIONS

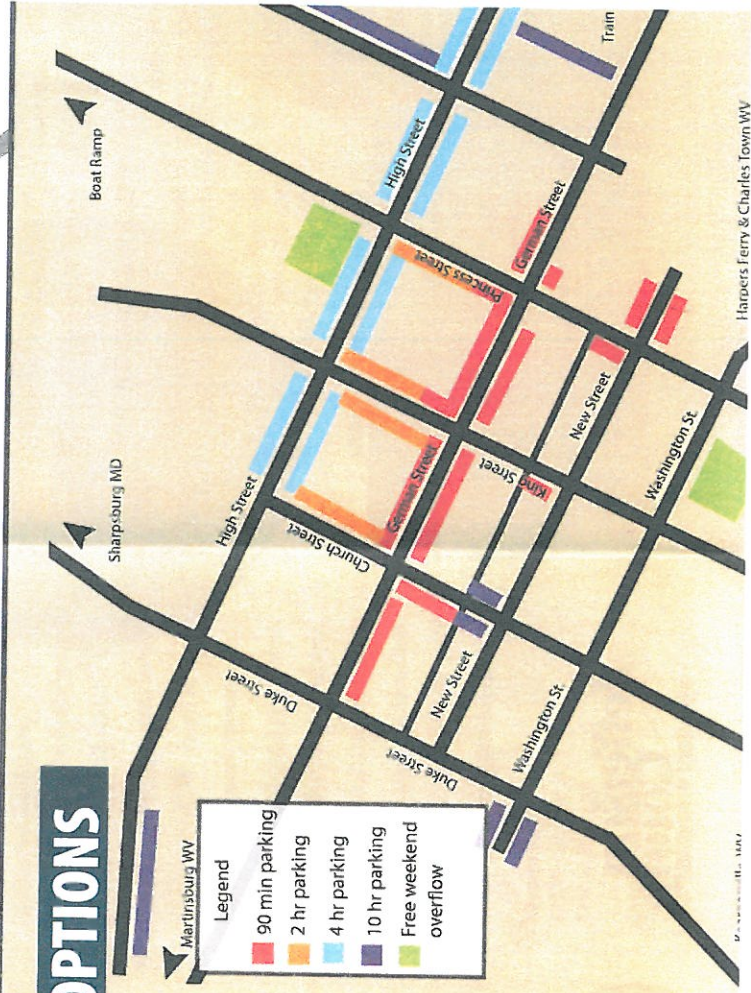
Parking at all meters is free after 6pm on weekdays and all day on Saturday & Sunday.

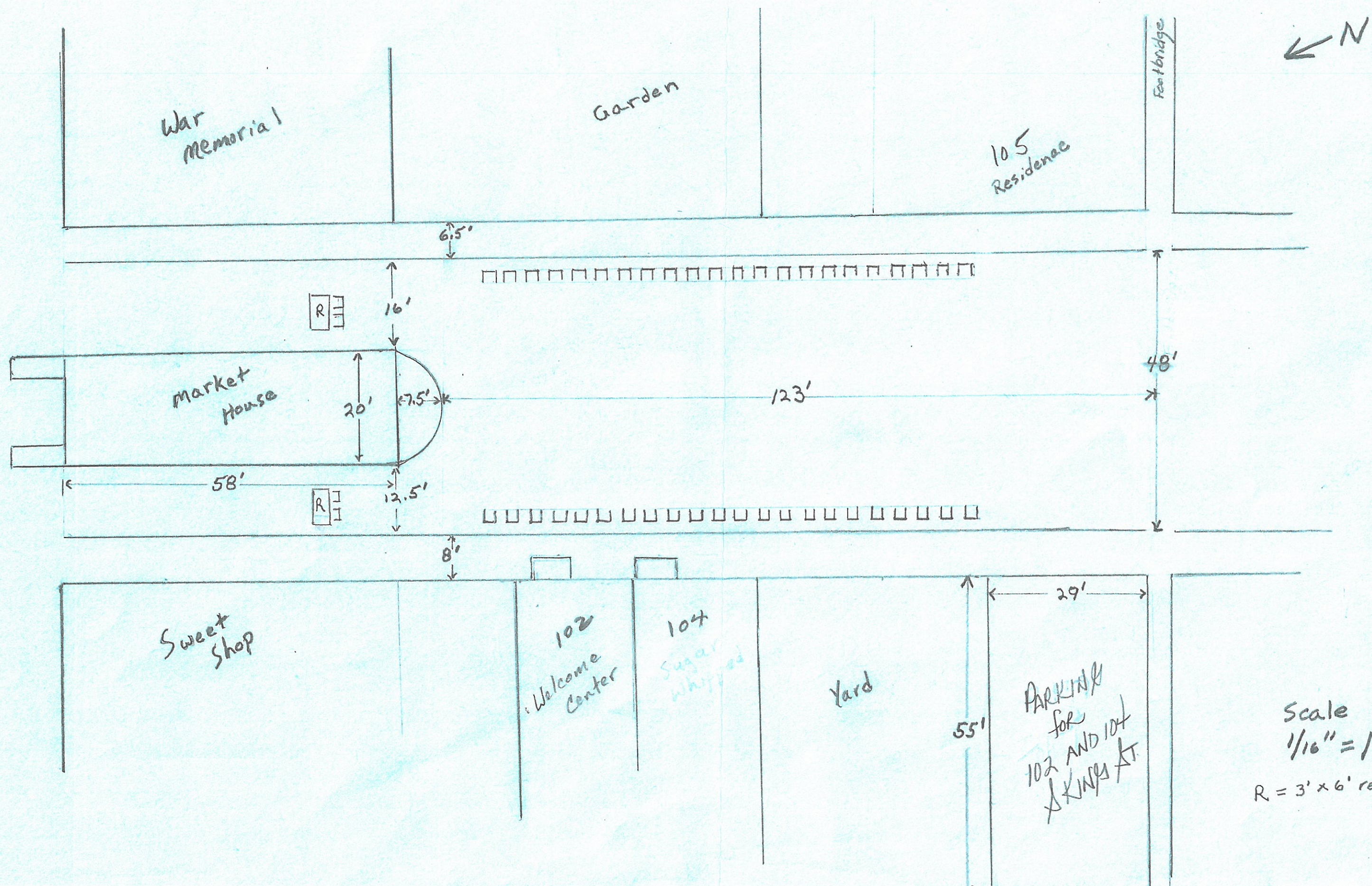


Parking app:
ppprk.com

Legend

- 90 min parking
- 2 hr parking
- 4 hr parking
- 10 hr parking
- Free weekend overflow





Scale
 $\frac{1}{16}'' = 1'$
 R = 3' x 6' registration
 tables

GRANT / FUNDING “INTENT TO APPLY” FORM
(For Town Council Approval to Apply)

Please attach a summary report that contains the following information, to the extent applicable, about the project to be funded and the funding opportunity:

BASIC INFORMATION:

1. Name of project: *Green Stormwater Infrastructure*
2. Applying entity: *Corporation of Shepherdstown*
3. Project lead’s name and contact information: *Andy Beall: (304) 876-6858; abeall@shepherdstown.us*
4. Source of grant funding (name of grant), including link, and application due date:

CBTrust – GI Design - [Watershed Assistance - Chesapeake Bay Trust \(cbtrust.org\)](https://www.cbtrust.org) – 12/6/23

5. Summary of project to be funded including purpose and overall cost:

Phase 2 of the Town-Wide Green Stormwater Infrastructure Project...Engineering design of identified areas for Best Management Practices established in the phase 1 conceptual plan.

6. Reporting and compliance requirements:

TBD

PUBLIC ENGAGEMENT:

7. Has meaningful public input been sought, obtained, and incorporated into planning for the project that will be funded? Please describe in detail.

This project is a reactive one to assist in mitigating stormwater runoff.

8. Describe how the public, including and especially members of the public who will be directly affected by the project, has been proactively informed of the project and the proposed funding source(s).

Those directly effected have voiced their desire for the town to take action in mitigating stormwater runoff.

9. Please attach a comprehensive report on all citizen feedback that was received, and describe how the feedback was incorporated into planning for the project.

N/A

10. If applicable (e.g. as required by some grant applications), attach the pre-application press release of grant application.

N/A

11. Has the potential for conflict of interest been ruled out?

Yes

FINANCIAL EVALUATION:

12. What is the total anticipated project cost over the grant period? *\$100,000*

13. Attach an itemized budget. *TBD*

14. What, if any, are the match / cost share requirements? *None Required*

15. Has the Finance Committee approved the match requirements? (attach minutes documenting approval)

N/A

16. What is the capacity of the Town to administer the funds and funded project, as well as all reporting requirements?

The Town has the capacity.

17. What are the staffing requirements, including salary and benefits increases for multi-year grants?

N/A

18. What is the Sustainability Plan and cost (available funds. etc.) for the project/ staff positions after the grant ends?

TBD

PROGRAMMATIC EVALUATION:

19. What is the established and documented need?

The mitigation of increased stormwater runoff and protection of the Town Run, Potomac River and Chesapeake Bay.

20. How was the need established?

Witnessing increased stormwater runoff.

21. Is the proposed project compatible with the Comprehensive Plan?

Yes

20. Is the project for a new service, program, or structure or for an expansion of services to address established needs? *New BMP GI.*

Police Committee Minutes

Thursday, September 14, 2023

5:30 p.m.

Town Hall – 104 North King Street

Members Present: Mayor Jim Auxer, Lori Robertson, and Chief Mike King

Absent: Cheryl Roberts

1. Meeting was called to order by Mayor Auxer at 5:28 p.m.

2. Approval of draft minutes.

L.Robertson- move to approve draft minutes. No objections noted.

3. Police Officer Interview

The police committee conducted the interview with a recommendation to hire full-time.

4. Adjournment

L. Robertson - move to adjourn at 6:17 p.m. No objections noted.

Police Committee Draft Minutes respectfully submitted by L. Robertson

Shepherdstown Tree Commission Draft Minutes

Thursday, September 14, 2023

6:15 p.m.

Town Hall

- **Members Present:** Lori Robertson – Chair, Jenny Haynes, Frank Welch, and James Dillon.
 - **Absent:** None
 - * **Visitors:** None
1. **Call to Order:** L. Robertson called the meeting to order at 6:24 p.m.
 2. **Approval of August 17, 2023 minutes.**
J. Haynes – move to approve August 17, 2023 Tree Commission minutes. Second by J. Dillon. No objections noted.
 3. **Public Comment:** None
 4. **Visitor's comments:**
 5. **Unfinished Business:**
 - a. Verbiage for Comprehensive Plan –input from Commission. Pending.

- b. Monarch Way Station –Lori still has the other milkweed in her courtyard keeping it alive. Should be able to get it in the ground in a few weeks with the rain coming.
- c. Keep as Pending - Suggestion to have Bartlett give us a quote to clear the bowl in Rumsey Park with a brush-cutter. Then plant a large White oak (red foliage in the fall) or a Chinkopin Oak and keep the bowl clear. Put a large circle around the tree for water to pool to keep it moist.
- d. Sage Place – James suggested planting perennial evergreen plugs in 1-2 years – Eastern Star Sedge. There are 9 trees to maintain – have Bartlett do all 9 trees this spring - James to email to update. The Star Sedge update is that Lori was emailed by a resident of Sage Place requesting the wells be done. Lori noted that some of the wells had been planted with perennials. James clarify that those flowers were seeds that blew into the wells. Waiting on a response. **UPDATE - no response from Sage Place contact.** Keep on agenda.
- e. Thirty Seasons - They will come once a month and work on them or whatever needs to be done.
- f. Tree Inventory – Update.
- g. Red Maple in front of Town Hall – put a plaque “In Honor of Pete Spaulding” Lori to reach out on FB to chat with those who had worked with Pete. We need to go ahead and order it. Pending
- h. Lost Dog tree - First Energy will cut the two trees down on a Monday, Sept. 18. They will start around 8:30 am and finish the Pear around noon. They will then move on to the Green Pineapple tree. All businesses involved have been informed and Lori will make a formal announcement Friday or Saturday morning. There are other trees about town that will also come down on different days.
- i. Deb Tucker - 300 W. High St. - Lori mailed Deb and she prefers a Kousa Dogwood. James to order. Can use a VOUCHER for this.
- j. Harvey Heyser – 203 E, High St. – a new tree we planted – he would like it removed - He is fine with us doing it in the fall. Keep on agenda for fall

relocation and replanting of a Sugar Maple to the right of his house. Can use a VOUCHER for this.

k. Sue Kemnitzer - tags 67, 68, 69 & 70 - Back Alley behind her house - English Ivy and poison ivy drowning on them. UPDATE - Lori will do.

l. W. High St across from Karen Moivan's home - an area between the sidewalk and street large stones were placed there - can we plant a ground cover to cover them. James - St. John's Wort will work great there. James will get the plants ordered and they will go in in the fall. UPDATE

m. Heidi Glenn - would like an Ann Magnolia - planted on King St. side. On our planting schedule for the fall. Can use VOUCHER.

n. First Energy - the TC has received the list of participating nurseries and the list of acceptable trees for under their wires. We have also received the vouchers to use for trees we pick out. Lori and James will meet and look for areas that we can plant trees. First Energy mentioned that they have other programs we might be interested in, but Lori hasn't received an email regarding them yet. Leave on here.

o. Rumsey tree that was moved -dead. Need to replace. - Can use VOUCHER

p. Judy and Bryan Robertson - 200 W. Washington St needs dead limbs removed, fell over phone lines during recent storm - On the list for Bartlett

q. Ashleigh Sanders - 202 E. German St. - wants poison ivy removed from ground and trim trimmed - vines cut off. - Lori to trim the vines off of the tree itself, Bartlett to trim the tree.

r. Town Hall - limb up silk Lilac tree - Bartlett to do.

7. New Business:

a. 103 E. New St. Jack and Amy Childers - Norway Maple - #275 - Bartlett to trim

b. Market House - Crabapple - Bartlett needs to trim the water sprouts at the top in November for ice/snow mitigation. (Thin canopy)

8. Maintenance/Misc. - Fall 2023 -

* Next meeting October 12, 2023 - 6pm

9. Adjournment:

J. Haynes – move to adjourn at 6:59 p.m. Second by J. Dillon. No objections noted.

Minutes respectfully submitted by L. Robertson



BOARDS AND COMMISSIONS APPLICATION

*Please write at least a paragraph for the sections that ask for a description
(attach additional sheets if necessary).*

You are also welcome to submit a résumé.

Name: ☐ Mr. ☒ Ms. Ebonee Helmick Address: PO Box 844, Shepherdstown, WV

Phone numbers – Home: _____ Work: _____ Cell: [REDACTED]

Email address: [REDACTED] Employer: Loudoun County Government

Occupation: Senior Management Analyst- Capital Budget & Long Range Planning

Which board/commission would you like to serve on? Planning Commission

Please describe your background and education.

My interest and career goals have revolved around community service. My undergraduate studies were in political science and graduate studies in public administration- focusing on non-profit management. My career has spanned the past twenty years working in various non-profit organizations and government entities.

Please see attached resume.

Please describe your experience and any special training you may have that apply to this board/commission.

My career began in affordable housing. There my role was integral in assisting in the development of affordable housing units while also assisting in housing training. During my time at the Fairmont Community Development Partnership, I worked closely with the City of Fairmont to implement the organization's development/construction plan. Currently, my career has shifted to county government.

As a management analyst, my skills are utilized to develop budgets and plan for future development of Loudoun County's Parks & Recreations, Information Technology, and Transit Departments.

Please describe your motivation for serving on this board/commission.

I believe it is an honor to serve the community in a capacity which shapes the development and growth of the Town. As a member of the Shepherdstown community for over 30 years, I would like to utilize my skills and knowledge to contribute to the community as a whole.

Please describe what you know about this board/commission.

The planning commission is integral in developing the Town's Comprehensive plan while also determining which development applications are approved or denied based upon compliance with established Town codes.

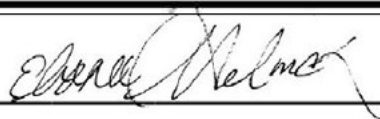
How did you hear about this board/commission?

Andy Beall, Planning & Zoning Administrator

Please provide two personal or professional references (include name and phone number).

Peggy McKowen, (304) 685-6085
Elizabeth McDowell, (304) 268-5414

Signature: _____



Date submitted: 9/8/2023

Please type in your answers and submit the completed form by hand, mail, fax or email to:

*Town Clerk's Office
104 North King Street
P.O. Box 248
Shepherdstown, West Virginia 25443-0248
304-876-1473 (fax)
clerk@shepherdstown.us*

For additional information, or to request a hard copy of the application, please call 304-876-2398.



Draft Minutes

Members Present: Carmen Slater; Keith Alexander; Nicole Saunders-Meske; Tom Mayes

Members Not Present: Edith Thompson

Staff: Andy Beall

Visitors: Jim King; Jim Auxer; Robin & Frank Von Fintel; Linus & Rebecca Bicker

Call to Order: 5:00 p.m.

Approval of Minutes: 8/14/2023 Approved

Conflicts of Interest: None

Application Review:

New Applications:		Project Description
23-17	Linus & Rebecca Bicker	1. Add dryer vent to east side of tower at second level; 2. Add 3/4" PVC drainpipe down right side of middle garage door facing New Street; 3. Install a ductless HVAC outdoor unit to south-facing wall of structure.
	201 S. King Street	
<i>The applicant is present and describes the proposed project. Mr. Bicker states he would like to withdraw the installation of a ductless HVAC outdoor unit. The commission is therefore reviewing only the proposed dryer vent and drainpipe. K. Alexander states the commission will review the two remaining projects separately. L. Bicker says the dryer vent will be painted to match the bricks making it as minimally intrusive as possible. Mr. Bicker provides examples of other vents identical to the one he is proposing in town. J. Auxer states that these vents were installed prior to the adoption of the historic guidelines. T. Mayes has concerns about the proposed profile of the vent and inquires whether a lower profile vent has been explored. K. Alexander questions the reversibility of the 4" x 4" hole needed to be cut into the brick and whether it is a load bearing wall. Mr. Bicker states he's spoken with Alicia McCormick, Structural Engineer, about this very thing and that she stated it would have no adverse effect as to the integrity of the wall structurally. K. Alexander asked the applicant if he could provide this communication with the SE to the commission. The applicant agrees. T. Mayes asks the applicant if they have explored other possible locations to which the applicant states they have, and this is the most appropriate. J. King states he would be happy to work with the applicant on a vent profile that is lower and less intrusive. T. Mayes would like the applicant to come back before the commission with an amended proposal that includes a lower profile vent. The commissioners concur the proposed drainpipe is acceptable.</i>		
Notes:		
Motion:	<div>1. T. Mayes motions to table the dryer vent portion of the application pending the applicant returning in one week with a lower profile vent proposal. N. Saunders-Meske seconds and motion passed unanimously.</div> <div>2. N. Saunders-Meske motions to approve the drainpipe. C. Slater seconds and motion passed Unanimously.</div>	

Historic Landmark's Commission September 11, 2023 – Regular Meeting



Draft Minutes

- Workshop:** Robin and Frank Von Fintel, 310 W. German Street. The owners ask if a dormer off the rear roof elevation would be appropriate. The commissioners state that it would.
- Continuing Business:** N/A
- New Business:** N/A
- Administrative Matters:** N/A
- Adjournment:** Motion to adjourn at 6:05 p.m.; no objections and passed unanimously.



Draft Minutes

Members Present: Carmen Slater; Keith Alexander; Nicole Saunders-Meske; Tom Mayes

Members Not Present: Edith Thompson

Staff: Andy Beall

Visitors: Jim King; Jim Auxer; Linus & Rebecca Bicker

Call to Order: 5:00 p.m.

Approval of Minutes: Not Available

Conflicts of Interest: None

Application Review:

New Applications:		Project Description
23-17	Linus & Rebecca Bicker	Add a dryer vent to east side of tower at second level. This portion of the application was continued at the regular HLC meeting on 9/11/23 pending the applicant return with a lower profile vent proposal.
	201 S. King Street	
<i>The applicant is present and describes the proposed new vent which was submitted to the Planning & Zoning office on 9/15/23. Staff presents an email from the SHPO office endorsing the new, lowered profile dryer vent. K. Alexander recognizes the endorsement along with the applicant's communique with Alicia McCormick, SE which negates any structural concerns with the vents' installation and the inclusion of revised drawings. K. Alexander questions whether there would be any possibility of the galvanized vent rusting over time and discoloring the surrounding brick or expanding with changes in temperature. Consultant, J. King responds "no" to both questions.</i>		
Notes:		
Motion:	<i>C. Slater motions to approve part #1 of application 23-17 (dryer vent) as amended on 9/15/23 and pursuant to page 52 of the historic district design guidelines. T. Mayes seconds the motion, no objections and the motion passed unanimously.</i>	

Workshop: N/A

Continuing Business: N/A

New Business: N/A

Administrative Matters: N/A

Adjournment: Motion to adjourn at 5:07 p.m.; no objections and passed unanimously.