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).

Special Town Council Agenda
Tuesday, May 21, 2024
12:30 p.m.
Town Hall
104 North King Street

- 1. Call to Order
- 2. State Budget Revision #1 Discussion/Action
- 3. Playground Equipment Proposal Discussion/Action
- 4. Shepherd University Donation Request- Discussion/Action
- 5. Written Response to Department of Energy re: National Interest Electric Transmission Corridors Discussion/Action
- 6. Adjournment



Miracle Recreation Equip. Co. 878 E. US Hwy 60 Monett, MO 65708 1-888-458-2752

QUOTE: R0102240032

Page 1 of 5

Project: R0102_45302476542_03

Prepared For:

Stephanie Grove SHEPHERDSTOWN PARKS AND RECEREATION 104 North King Street Shepherdstown, MD 25443 304-876-2312 (phone)

Project Name & Location:

Prepared by:

Metro Recreation Inc.

4907 Camden Place North Jefferson, MD 21755 USA 240-409-2870 (phone) mike@metrorecreation.com

Ship To Address:

Metro Recreation Inc.

Frederick, MD 21704

End User:

BANES HARRIS PARK SHEPHERDSTOWN PARKS AND RECEREATION 104 North King Street Shepherdstown, MD 25443 304-876-2312 (phone)

Quote Number: R0102240032 Quote Date: 4/30/2024

Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidsChoice

Age group: 5-12

Global defaults

Accent YELLOW Accent Climber **RED** Accent Enclosure **YELLOW** Cham -Canopy RED Cham -Exit **RED** Cham -Right Low Bank **RED** Cham -Start of Slide RED Clamp YELLOW Jumping Bean CHARTREUSE

Leg RED

Panel **BLUE-SAND-BLUE** Post **BLUE PVC BLUE** Rockite **RED** Rope Cable **BLUE** Slide Canopy RED Slide Rockite **BLUE** Swing Seat **BLUE**

4/30/2024

Swing Tot Seat Toprail Vinyl - Paint **BLUE BLUE**

Vinyl - Single Color Vinyl Blue

Components

Part Number	Description	Qty	Weight	Unit Price	Total
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	2	10.00	152.00	304.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	1	15.00	223.00	223.00
7045019	TRIANGLE DECK (ATTACHES TO 3 POSTS) 3.5"	4	70.00	1,009.00	4,036.00
7045039	1/2 HEX FULL DECK (ATTACHES TO 4 POSTS) 3.5"	2	150.00	1,919.00	3,838.00
7045109	RECT OPEN (DECK ATTACHES TO 6 POSTS) 3.5"	1	200.00	2,723.00	2,723.00
7046384	GROOVE II SLIDE (4' DECK)	1	150.00	2,326.00	2,326.00
7046701	CHAMII ENTRY & EXIT (5' - 6'6" DK)	1	145.00	3,017.00	3,017.00
7046705	CHAMII RIGHT SECTION	2	25.00	714.00	1,428.00
7046933	HEX CLIMBER TO 3' DK	1	45.00	1,024.00	1,024.00
7046964	ATTIC CLIMBER	1	60.00	1,198.00	1,198.00
7047115	HORIZONTAL "L" TRY-RING (ONLY)	1	70.00	1,403.00	1,403.00
704731	TRAP DOOR CLIMBER (3' & 5' DK)	1	110.00	1,698.00	1,698.00
7048109	ADA STAIRS BETWEEN DECKS W/1' RISE	1	120.00	1,598.00	1,598.00
7048135	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)	1	35.00	669.00	669.00
7048155	END LADDER FOR OH CLIMBERS (ONLY)	1	30.00	655.00	655.00
704816	WALL ENCLOSURE	1	45.00	731.00	731.00
704845645	CARGO CLIMBER-OVER 4' WIDE, TOP RAIL 6'6" H	1	50.00	1,009.00	1,009.00
70485139	SQ TRSFR POINT, CL HR (3' DK)	1	225.00	3,808.00	3,808.00
70486726	TWISTED VINE CLIMBER (6'6" DK)	1	100.00	1,879.00	1,879.00
7049175	CURVED CABLE/ROPE CLIMBER (5' DK)	1	140.00	1,531.00	1,531.00
7049746	WIGGLY WORM CLIMBER (5' OR 6'6" DK)	1	150.00	1,865.00	1,865.00
7049922	LOOKOUT TOWER	1	50.00	1,351.00	1,351.00
714999Z	CUSTOMER SERVICE KIT (NO PRICE)	1	0.00	0.00	0.00
7185493	3 1/2" OD X 106" POST (3' DK)	1	35.00	214.00	214.00
7185494	3 1/2" OD X 118" POST (4' DK)	7	40.00	242.00	1,694.00
718552	3 1/2" OD X 130" POST (3' TO 5' DKS)	10	40.00	378.00	3,780.00
944	JUMPING BEAN	1	60.00	1,374.00	1,374.00
MR0930	3.5" ARCH SWING- (2 SEAT REQ'D)	1	286.00	2,659.00	2,659.00
MR0936	3.5" ARCH SWG- ADD-A-BAY (1 ST REQ'D)	1	154.00	1,497.00	1,497.00
MRLR300S	RECEPTACLE 32 GAL SLAT	1	175.00	679.00	679.00
MRPQDT0N	TRASH DOME TOP	1	12.00	151.00	151.00
MRPQL10N	TRASH CAN LINER	1	7.00	47.00	47.00
MRSG176D	RECTANGLE TABLE CH 6' DIAMOND PORT	1	142.00	992.00	992.00

RiskSign_Included

Product line: Freestanding

Age group:

Global defaults

Post - FS

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Page 2 of 5 4/30/2024

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
INSTALL	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00
BOOK					

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
4' PLASTIC	4'X12" PLASTIC BORDER	10	0.00	60.00	600.00
BORDER					
DEMOLITIO		1	0.00	3,000.00	3,000.00
N AND	REMOVE EXISTING PLAYGROUND EQUIPMENT AND SWING.				
DISPOSAL	EXISTING SPIRAL SLIDE WILL REMAIN AND EXISTING BORDERS WILL BE SAVED FOR RE-INSTALLATION IN				
	EXPANDED AREA				
EWF	Playground Safety Surfacing	1	0.00	6,000.00	6,000.00
	100 CUBIC YARDS OF ENGINEERED WOOD FIBER				
	DELVIERED AND INSTALLED				

Totals:

Equipment Weight: 3,941.00 lbs Equipment List: \$51,401.00 Discount Amount: -\$18,822.00 Equipment Price: \$32,579.00 Freight: \$2,347.00 Installation: \$18,811.00 Products by Other: \$9.600.00 SubTotal: \$63.337.00

Estimated Sales Tax*: \$0.00

Grand Total: \$63,337.00

Notes:

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

4/30/2024 Page 3 of 5

Quote Number: R0102240032 **Quote Date:** 4/30/2024 **Equipment:** \$49,532.00 **Grand Total:** \$63,337.00

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By

Printed Name and Title

Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By: mill Soft

Date: 4/30/24

ADDITIONAL TERMS & CONDITIONS OF SALE

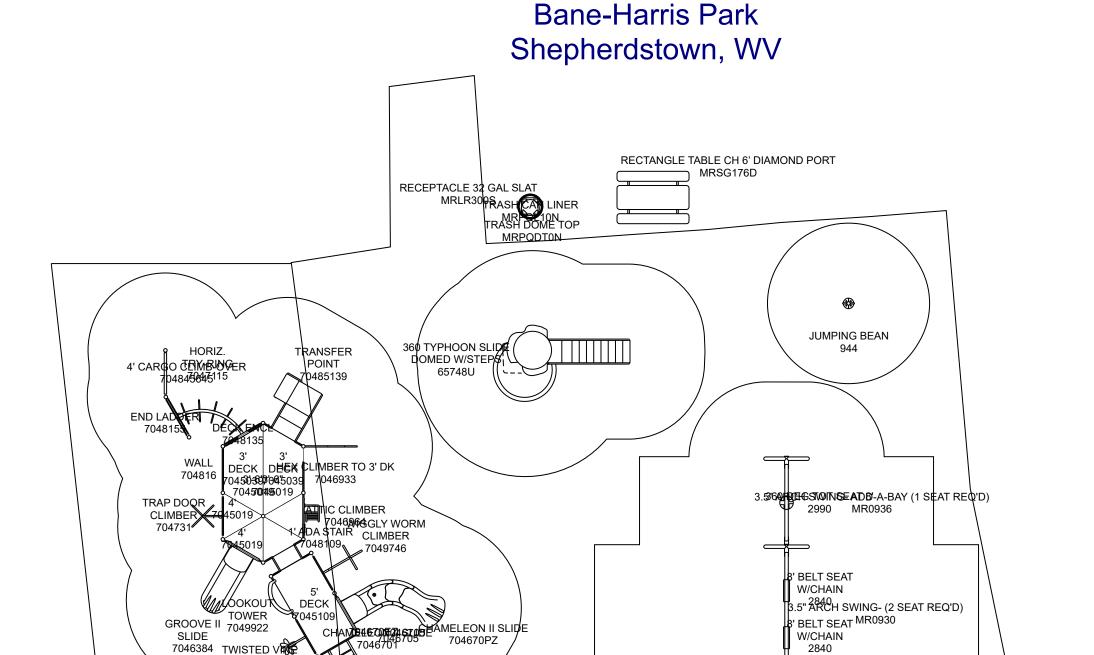
- 1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.
- 2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.
- 3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.
- 4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.
- 5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.
- 6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.
- 7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.
- 8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.
- 9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

Page 4 of 5 4/30/2024

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

4/30/2024 Page 5 of 5



AGE GROUP: 5-12
ELEVATED PLAY ACTIVITIES - TOTAL: 9
ELEVATED PLAY ACTIVITIES ACCESIBLE BY TRANSFER: 9 REQ'D 5
ELEVATED PLAY ACTIVITIES ACCESIBLE BY RAMP: 0 REQ'D 0
GROUND LEVEL ACTIVITY TYPE: 4 REQ'D 3

GROUND LEVEL QUANTITY:

Miracle

METRO RECREATION INC
4907 Camden Place North
Jefferson,MD
FAX NO:

COMPLIES TO ASTM/CPSC

PROTECTIVE AREA: 74'-6" x 45'-0"

DRAWN BY: Michael Slifer

R0102_45302476542

COMPLIES TO ASTM/CPSC

COMPLIES TO ADA

CLIMBER 70486726

IPEMA

CURVED CABLE/ROPE CLIMBER 7049175

To promote safe and proper equipment use by children. Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.

THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS









From: Sonya Sholley < SSHOLLEY@shepherd.edu>

Sent: Monday, April 29, 2024 9:54 AM **To:** Jim Auxer < <u>jimauxer@yahoo.com</u>>

Cc: Mary Hendrix < MHENDRIX@shepherd.edu>

Subject: Shepherd University Tables/Chairs Match Request

Mayor Auxer,

Attached is a slide deck regarding the new Polywood tables and chairs we purchased for the campus. Our facilities department has worked to put together several of these sets before transitioning to the Commencement setup and will finish the project after the May 4 ceremony.

At least three sets of tables/chairs will be set up on the side patio of the Scarborough Library for the campus and town to enjoy, the others will be set up across the grounds for students, employees, and the surrounding community to enjoy when on campus.

President Hendrix covered \$4,500.00 of the purchase price from the Shepherd University President's Club and we would kindly ask that the town join us in funding the additional \$4,436.40.

If the Finance Committee approves this request, your check should be made payable to Shepherd University, sent to the President's Office, and I will provide it to the Business Office for deposit into the correct account.

Thank you,

-Sonya

Sonya Sholley, MBA

Associate Vice President for Strategic Initiatives

and Presidential Operations

Shepherd University

211 Ikenberry Hall

P.O. Box 5000

301 N. King St.

Shepherdstown, WV 25443-5000

Office: 304.876.5107

Fax: 304.876.6007

Email: <u>ssholley@shepherd.edu</u>

Web: www.shepherd.edu

Polywood.com

Catabones Diving Furnishe 48" Pound Fartholise Diving Table

X

SAUR STEAM 48" Round Farmhouse Dining Table

🛊 🛊 🕶 🖜 176 Beviews 🐂 42 Guestions : 42 Answers 👛 85 Customer Photos

Add a touch of the traditional to your outdoor diving space with the Round 48" Diring Table.

\$539.00

1. Select POLYWOOD Color: Teak

GUICY 3-1P COLORS - Ships within 5 - 7 Business Days



EL T.TC.ORDEF COLORG - Snios within 8 - 12 Business Days

Overall Dimensions: 48 x 29' x 48" WX -xD

sts Days Shipping Polic

2. Shop Accessories (Ophomi)

BO (bs \$ Š 3 Item Weight Leight, width Depth

\$539.00

Vineyard Dining Side Chair

Enem to table. This dening a de chair is for enjoying sevony pites, decadent descerts, and drinks after dain. 本本なかす 42 Day evel 編 9 Guestions (サAmerica) () Custamor Wheeles

\$259,00

	The Control of	Total Line	SALES NATIONAL PROPERTY.		
The second		ì	The state of the s		
\$239.00	8239.00	3259 00	1259 00	00 5973	8269 00

- v2v --_ <u>L</u> ------| ---- 19.25"

539 259 259 259 259 1575

FINAMCC.

2. Shop Accessories

Polywood.com



- Set includes (4) La Casa Café Dining Arm Chairs and (1) Round 48" Dining Table
- Chairs feature comfortably contoured seats and backs
- Table leg design allows for ample legroom; table outfitted with 1625" center hole for standard umbrella (sold separately); hole cover included
- Built to withstand a range of climates including not sun, snowy winters, and strong coastal winds
- Constructed of genuine POLYWOOD* iumber that's infinitely recyclabie and sustainably made from recycled and reusable piastic
- 20-year residential warranty: 3-year commercial warranty
- Cleans easily with soap, water, and a soft-bristle brush
- UV protectant and color continuously throughout the HDPE material, requires no painting or waterproofing
- Marine-grade quality hardware
- Made in the USA
- Chairs ship fully assembled; assembly required for table

LA CASA CAFÉ

La Casa Café 5-Piece Round Farmhouse Dining Set

👚 🎓 🍅 😘 😭 89 Reviews 🌎 **26 Questions** \ 28 Answers 😭 20 Customar Photos

Beautify your outdoor dining space with the La Casa Café 5-Piece Arm Chair Dining Set.

This set includes:

- 1 x 48" Round Farmhouse Dining Table (RT248)
- 4 x La Casa Café Diminal Arm Chair (TD200)

\$1,549.00+

1. Select POLYWOOD Color

CUICI S- P COLOPS - Ships within 5 - 7 Business Days

	- CE
WHITE	\$1,795.00
манраму	\$1,695,00
TEN	\$1.695,00
8000	\$1,549.00
NAME CONTY	\$1,549,00

795.00

BUILT-TO-ORDER COLORS - Ships within 8 - 12 Business Days

NAME	\$1,795.00
PAGITIC NUM	\$1,795.00

INDIVIDUAL ITEM DIMENSIONS

48" Round Farmhouse Dining Table	48" W * 29" H × 48" D
La Casa Café Dining Arm Chair	24.5" W × 34" H × 22" D

From: **Arthur Auxer III Amy Boyd** To:

Subject: Fw: Another Land planning issue for. Jefferson Co

Date: Thursday, May 16, 2024 11:59:49 AM

Attachments: image001.png

image002.png

---- Forwarded Message -----

From: Christopher Stroech <cstroech@panhandle-legal.com>

To: Arthur Auxer < jimauxer@yahoo.com>

Sent: Tuesday, May 14, 2024 at 09:27:01 AM EDT

Subject: FW: Another Land planning issue for. Jefferson Co

We should consider sending a TC letter on this as well.



PANHANDLE LEGAL

Christopher P. Stroech, Esq.

WVSB #9387

116 W. Washington St, Suite 2E, P.O. Box 550

Charles Town, WV 25414

P. 304-930-1945 **F.** 304-930-1387

E. cstroech@panhandle-legal.com

W. panhandle-legal.com

THIS MESSAGE IS PRIVILEGED AND CONFIDENTIAL AND FOR THE INTENDED RECIPIENT ONLY. IF THIS MESSAGE WAS SENT TO YOU IN ERROR, PLEASE CONTACT THE SENDER IMMEDIATELY.

DEBT COLLECTION NOTICE: THE PURPOSE OF THIS COMMUNICATION AND OTHERS FROM ME MAY BE TO COLLECT AN ALLEGED DEBT OWED, AND ANY INFORMATION OBTAINED IN RESPONSE MAY BE USED FOR THAT PURPOSE. WE WILL ASSUME THE DEBT TO BE VALID UNLESS YOU DISPUTE THE VALIDITY OF ALL OR ANY PART OF THE DEBT WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE. IF YOU NOTIFY US IN WRITING THAT YOU DISPUTE ANY OR ALL OF THE DEBT, WE WILL OBTAIN AND SEND VERIFICATION OF THE DEBT AND PROVIDE YOU CONTACT INFORMATION FOR THE ORIGINAL CREDITOR, IF APPLICABLE.

From: Mike Godfrey <m.godfrey.d@gmail.com>

Date: Monday, May 13, 2024 at 9:12 PM **To:** susan kemnitzer <skemnitzer@att.net>

Cc: John Bresland <johnsbresland@msn.com>, Christopher Stroech <CStroech@panhandle-legal.com>, Jim Ford Personal <jim@muirford.com>, Harvey Heyser <h.heyser3@hotmail.com>, Bob Keller <rockymarsh@gmail.com>,

Jim Auxer <jauxer@shepherdstown.us>, Stephanie Grove <sgrove@shepherdstown.us>

Subject: Another Land planning issue for. Jefferson Co

Thanks Sue for the notice - that's one significant last minute change outta our Commissioners!

I attach heads up on another big deal coming our way. The DOE/FERC released on May 8 its new report on NIETCs - National Interest Electric Transmission Corridors.

You can go straight to page 18 of the report to see where two proposed corridors that cut through Jefferson Co have been identified. One appears to enlarge the existing corridor in the south of the county. A new corridor appears to enter the county near Srabble and exits over the river near Liesure Acres and NCTC; before tracking in southern Washington county then arcing a nice rainbow of 700 Kv lines over the Appalachian trail near Burkittsvile. NIETCs have 2 mile right of way. They were drawn up by industry and government with no public input until now. May 8 opened a 45-day to collect written only submissions to the DOE; guidelines are in the report. There will be no public meetings and DOE will not provide any further info or educational guidance, nor respond to commentary. NIETCs may be moved in the final regs. BTW all that new power goes to Loudon Co, some to PA and Baltimore covering for closing coal plants on east coast to coal plants in WV and OH.

If you dive deeper into their docs you will see that NIETCs are not friendly to property owners. Enough probably said. If anyone wants to prepare a written response for Shepherdstown, please let me know.

Mike

https://www.energy.gov/sites/default/files/2024-05/PreliminaryListPotentialNIETCsPublicRelease.pdf



