

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, June 11, 2024

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 May 14, 2024
3. **Public Comment Period**
 - a. Persons who have registered to address Town Council.
4. **Public Hearings**
 - a. Second Reading Garbage Ordinance Section 11-612, of Chapter 6 of Title 11, entitled “Rate Schedule” - Discussion/Action
 - b. First reading of Title 9 Section 9-215 Erosion Control and Stream Protection - Discussion/Action
5. **Visitors**
 - a. Kay Schultz – Town Run Watershed - Discussion/Action
 - b. Nancy Strine – HOME Consortium FY 2025-2027 Resolution/Agreement – Discussion/Action

6. Unfinished Business

- a. Market House Update
- b. Website Update
- c. Comprehensive Plan Timeline

7. Old Business

- a. Kalathas Property – update
- b. Department of Energy re: National Interest Electric Transmission Corridors – Discussion/Action

8. New Business

- a. Pedestrian Path – update
- b. Municipal Election - update
- c. Special Event Application – The Shepherdstown Fairy Festival – Emma Casale, Creative Procrastinations, LLC. – October 2-27
- d. Preferred Growth Area letter – Discussion/Action
- e. Chapter 8, Title 9 of the Code of Shepherdstown relating to Pawnbrokers - Discussion/Action
- f. Flowchart for committees/commissions/boards – Discussion/Action

9. Reports of Committees

A. Finance Committee

1. Meeting minutes of May 2024
2. Recommendations: NONE
3. Review of General Fund Financials - Discussion/Action

B. Parking Committee

1. No meeting in May 2024
2. Recommendations: NONE

C. Police Committee

1. No meeting in May 2024
2. Recommendations: NONE

D. Public Works Committee

1. Meeting minutes of April 2024
2. Recommendations: NONE

E. Parks and Recreation Committee

1. Meeting minutes of April 2024
2. Recommendations: NONE

F. Grants Committee

1. No meeting in May 2024
2. Recommendations: NONE

G. Age Friendly Committee

1. Meeting minutes of May 2024
2. Recommendations:
 - a. New member appointments – Beth Montgomery, Jan Hafer, Charlotte Baker-Shenk – Discussion/Action

H. Personnel Committee

1. Meeting minutes of May 2024 – not available
2. Recommendations: NONE

I. Recycling Committee

1. No meeting in May 2024
2. Recommendations: NONE

10. Report of Commissions and Boards

A. Tree Commission

1. Meeting minutes of May 2024
2. Recommendations: NONE

B. Water and Sanitary Board

1. Meeting minutes of May 2024
2. Recommendations:
 - a. 2024-2025 Water Budget
 - b. 2024-2025 Sewer Budget

C. Historic Landmarks Commission

1. Meeting minutes of May 2024 – not available
2. Recommendations: NONE

D. Planning Commission

1. Meeting minutes of May 2024 – not available

2. Recommendations: NONE

E. Board of Appeals

1. None

11. Mayor's Report

Town Council Meeting Draft Minutes

Tuesday, May 14, 2024

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, and Chris Stroeck.

Absent: Cheryl Roberts and Marty Amerikaner

Staff: Town Administrator Stephanie Grove, Town Clerk Amy Boyd, and Sgt. Jake Jeffries.

Visitors: Sue Kemnitzer, Woody Coe, Linus Bicker, Kenny Shipley, Erik Anderson, Steve and Harriet Person, Ralph Doty, Marc Petitpierre, and Charlotte Baker-Shenk.

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 April 9 and 16, 2024.

C. Stroeck - move to approve Town Council Draft Minutes of April 6, 2024 with correction under Agenda Item 8 New Business, correct the Second to the motion from C. Rampy to C. Roberts. Second by L. Rampy. No objections noted.

L. Rampy - move to approve Town Council Draft Minutes of April 16, 2024 with correction on the first page under Present, correct the word vua to via Second by J. Haynes. No objections noted.

Agenda Item 3 – Public Comment Period:

a. Persons who have registered to address Town Council.

M. Petitpierre - asked for a resolution for a cease fire in Gaza. There are too many men, women, and children getting killed. It is not acceptable. This isn't about blame, so please adopt the resolution.

Agenda Item 4 – Public Hearings:

a. Second Reading To An Ordinance To Enact Section 9-1602 Of Chapter 16, Title 9 of the Code Of Shepherdstown Accepting The Donation

Of Real Property From The Estate Of Garland Jay Hurley, Deceased - Discussion/Action.

L. Robertson - move to approve the Second Reading To An Ordinance To Enact Section 9-1602 Of Chapter 16, Title 9 of the Code Of Shepherdstown Accepting The Donation Of Real Property From The Estate Of Garland Jay Hurley, Deceased - Second by J. Haynes. No objections noted.

b. First Reading Garbage Ordinance Section 11-612, Of Chapter 6 Of Title 11, entitled “Rate Schedule” - Discussion/Action

C. Stroech - this comes from Public Works. He drafted a memo addressing the rate increase. He looks forward to getting a new public works director as he wants to look at the rates again in the near future.

C. Stroech - move to approve the First Reading Garbage Ordinance Section 11-612, Of Chapter Of Title 11, entitled “Rate Schedule”. Second by J. Haynes. No objections noted.

Agenda Item 5 - Visitors:

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

a.

Agenda Item 6 – Unfinished Business:

a. Market House Update - Project Manager Contract

Mayor - The abatement was finished on Friday. The \$250 million dollar project starts tomorrow. The contract stipulates the work to be monitored by Jim King. He will be paid \$500/month.

C. Stroech - was this budgeted?

S. Grove - yes, in the 24-25 budget using Hotel/Motel funds. Three months to be paid in 2024 and will do a budget revision and add a line item for it.

C. Stroech - move to approve the Project Manager Contract agreement. Second by J. Haynes. No objections noted.

Mayor - an update for the car hitting the Market House; the cost is \$15K to fix. We have a \$25K deductible and are pursuing the driver of the vehicle.

b. Website Update -

A. Boyd - Shepherdstown 311 is on the website for the public to report potholes, lights out, sidewalks, etc. You can sign up for what you want to see on the site. A visitor's calendar of events will be on there.

L. Robertson - noticed that there are no members of the commissions or committees listed , or are not obvious.

A. Boyd - will work on that.

Agenda Item 7 – Old Business:

_____a. None

Agenda Item 8 – New Business:

_____a. Adoption of 2024 ASK (Asking Saves Kids) Day Proclamation - Discussion/Action

R. Doty - the focus is gun safety with guns in the home with an emphasis on gun locks. Ask Day is June 21 and the corporation has adopted it in the past - we are asking again. The “Ask” is do you have guns in the house, and if so, are they locked up?

L. Robertson - move to Adopt the 2024 ASK Day Proclamation. Second by L. Rampy. No objections noted.

b. Recommendation to hire Charles Coe as new Public Works Director - Discussion /Action

S. Kimnitzer gave Woody her ringing endorsement for the new Public Works Director, as did L. Robertson and S. Grove.

S. Grove - his position takes effect immediacy, starting tomorrow, May 15, 2024.

J. Haynes- move to approve the recommendation to hire Charles Coe”Woody” Coe as the new Public Works Director effective May 15, 2024. Second by L. Rampy. No objections noted.

c. Kalathas Property - Engineering Contract - Discussion/Action

S. Grove - the new owners of the Kalathas property are ready to present their ideas. There are 3 parcels in town and 2 outside of town. We need a good engineer for storm water regulations. She has a good recommendation for one that has lots of experience in WV. She allowed for this in the 24-25 budget.

C. Stroeck - this doesn't need to go to finance at the point as it's already budgeted. This might prove to be a challenge so can you please keep the Council updated regarding a possible annexation of the two county parcels?

S. Grove - yes

L. Rampy - move to approve the Kalathas Property - Engineering Contract - and to be modified for Stephanie Grove and

Melanie Allson to be primary contacts. Second by C. Stroeck. No objections noted.

d. Resolution and Supplemental Agreement 2 for the Shepherdstown Path Transportation Alternatives and Recreational Trails Program Project - Discussion/Action

Mayor - we are moving ahead. The matching monies were met with the check going directly to the Department of Highways. We also received \$30K from ARPA funds. The \$136K comes to us then we forward it to the Department of Highways.

L. Robertson - move to approve the Resolution and Supplemental Agreement 2 for the Shepherdstown Path Transportation Alternatives and Recreational Trails Program Project. Second by J. Haynes. No objections noted.

e. Comprehensive Plan Timeline -

S. Grove - the Comprehensive Plan is updated every ten years with our timeline being December 2024. We have to have a report with a plan. We have to write up an update. There has to be two public hearings: one with a 30-day notice, and one with a 15-day notice. Part of the process of putting pen to paper is that we have reached out to a consultant that we have used before to facilitate public input. The committees, commissions, and departments need to look at what pertains to them and submit what their input is. Between the committees, commissions, and departments holding public meetings, and the public hearings, that will lead us to December 2024.

L. Rampy - we want to be clear with the public regarding the timeline as we have had public interest. Should advise the public of these meetings if they have a particular interest to attend them. The consultant can streamline the goals that aren't outside of the town, etc. and prioritize the goals to streamline them even more, both inside and outside of town.

C. Stroeck - the timeline might be able to be fluid, keep it on the agenda, and allow the public to submit written responses.

S. Grove - will make sure the consultant is clear with our goals to prioritize.

C. Stroeck - the public hearing at the Community Club was great. There were a lot of comments in the plan about what wasn't done but not many comments about what has been accomplished. The Comp. Plan is a guide for us and we look at it. The website is published and for sidewalk repairs we have a process in place for a sidewalk sharing program to help people out for repairing the sidewalks in front of their buildings. We are committed to using this process. Wants to keep this on the agenda.

L. Robertson - the Tree Commission regularly plants trees but we don't plant trees on Shepherd University property as the new Comp Plan suggests.

Agenda Item 9 – Reports of Committees:

A. Finance Committee:

1. No Meeting April 2024
2. Recommendations: None
3. Review and approval of General Fund Financials - Discussion/Action

S. Grove - went over the financials. The budget and expenses - we still have a surplus. We will be doing some budget revisions.

C. Stroeck - has questions regarding city hall accounting and audit, video lottery expenses, police remit fees and the tobacco warehouse. He will discuss these issues at the finance meeting.

C. Stroeck - move to approve the General Fund Financials. Second by L. Rampy. No objections noted.

B. Parking Committee:

1. No meeting April 2024
2. Recommendations: None

C. Police Committee:

1. No meeting April 2024
2. Recommendations: None

Sgt. Jeffries noted that we are losing an officer at the end of July and will be interviewing for a new officer.

D. Parks and Recreation Committee:

1. Meeting Minutes of March 2024
2. Recommendations:
 - a. None

E. Public Works Committee:

1. Meeting minutes of March 2024
2. Recommendations: None

F. Path Advisory Committee

1. No meeting April 2024
2. Recommendations: None

G. Grants Committee

1. No meeting April 2024
2. Recommendations: None

H. Age Friendly Committee

1. Meeting minutes of April 2024
2. Recommendations: None

I. Personnel Committee

1. No meeting April 2024
2. Recommendations: None

J. Recycling Committee

1. No meeting in April 2024
Recommendations: None

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

A. Historic Landmarks Commission:

1. Meeting minutes of April 2024
2. Recommendations: None

B. Planning Commission:

1. Meeting minutes of April 2024 - not available
2. Recommendations:
 - a. None

C. Tree Commission

1. Meeting minutes of April 2024
2. Recommendations:
 - a. None

D. Water and Sanitary Board:

1. Meeting minutes of April 2024
2. Recommendations:
 - a. Reappointment of member - Water Board - John Bresland - Discussion/Action

J. Haynes - move to approve John Bresland to the Water Board. Second by L.Rampy. No objections noted.

- b. Reappointment of member - Sanitary Board - Robert Keller - Discussion/Action

L. Robertson - move to approve Robert Keller to the Sanitary Board. Second by L. Rampy. No objections noted.

E. Board of Appeals

1. None

Agenda Item 11 - Mayor's Report:

* Have put 1.5 million dollars into the sewer plant. We should put that on the website as an accomplishment.

Kenny Shipley mentioned that there is an open house once a year for the sewer plant.

* Have completed the water plant improvement project. W. Coe - new water pumps, secondary intake for the town run has a new filter, there is a new sludge process, and new UV filters.

L. Robertson - we should have Woody come back to council to share his ideas about the changes and improvements he wants to institute. Can include these on the website.

* Funding has been procured for the water service improvements to Mecklenburg.

* Monday is a finance meeting. Tuesday at 12:30 there will be a special council meeting for Parks & Rec for the equipment replacement at Bane Harris Park- this will be to approve the design and the \$63K needed.

* Region 9 - looking at N. Princess St to be paved along with a sidewalk to the boat ramp. Applied for a grant for the paving/sidewalk. Thrasher Engineering to look at the cost, then we can assess if we want to move forward.

* C. Stroeck - the election is June 4.

* L. Robertson - I have excellent election workers lined up to work the election.

* S. Grove - please participate in the lead service water line survey.

L. Rampy – move to adjourn at 7:44 p.m. Second by C. Stroeck. No objections noted.

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

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Section 11-612, of Chapter 6 of Title 11, entitled “Rate Schedule”, is hereby amended to provide:

Section 11-612 Rate Schedule

The fee or rate to be imposed by the Town of Shepherdstown upon the users of such service shall be determined by the governing authority of said Town and shall be determined with due deference to the costs of such service to said Town. Users shall be classified as either one family residential, light commercial/office, light commercial/other or heavy commercial and different rates may be prescribed for each class, however, except for special services, rates shall be uniform within each class. Any person or business entity engaged in either the retail or wholesale selling of goods, wares, food, merchandise or services including banks, houses of commerce and insurance houses shall be classified as commercial users. Users having 60 gallons or more of refuse per pick up shall be classified as heavy commercial, users having less than 60 gallons per pick up shall be classified as light commercial. All other users shall be classified as one family residential or light commercial/office. Individual units in multi-family dwellings or apartments are classified as one family residential. Individual units in multi-family dwellings or apartments are classified as the equivalent of one family residential units. All units at one address served by a single water meter that receives a consolidated water bill shall also have bills for garbage service consolidated.

The rates set out in this section shall be for the standard three (3) times a week collection for one family residential or for light commercial users, of which one (1) collection a week will be for recycled material only, and for four (4) times a week for heavy commercial users, of which one (1) collection a week will be for recycled materials only. The rates shall be as follows:

- A. One family residential- \$22.11 per billing period
- B. Light Commercial/Office - \$22.11
- C. Light Commercial/ Other - \$44.23 per billing period
- D. Heavy Commercial - \$220.97 per billing period
- E. (Amended June 8, 1999) Special services to pick up items other than standard items: \$40.00 per pick up for items other than standard pick up truck load; \$80.00 per pick up for items other than standard items for a load larger than a standard pick up truck load, except that the \$40.00 and or \$80.00 charges will be waived during “Clean Up Week” as designated by the Town Council. In addition to the above costs, appliances

containing freon will have a \$50.00 charge per appliance and tires will have a \$2.00 charges per tire. The appliance and tire charges will not be waived.

First Reading: May 10, 2024

Second Reading:

Adopted:

AN ORDINANCE AMENDMENT TO 9-215 EROSION CONTROL AND STREAM PROTECTION

Section 9-215 Erosion control and stream protection (pursuant to WV State Code §7-1-3u) (added December 2011)

All construction projects requiring disturbance of the earth of more than 400 square feet within the Corporation of Shepherdstown must implement measures designed to preclude erosion of soil from the site both during and after the construction. These measures must be detailed in the **Project** Permit Application and address the following factors:

1. the proximity of the site to streams (as defined in WV §7-1-3u), wetlands, and other ecologically sensitive areas
2. the trees and other vegetation to be displaced by the construction phase of the project and how this displacement will be remediated (see Corporation of Shepherdstown Ordinances 11-505 and 9-1413)
3. the extent and duration of the earth disturbance
4. the topography of the site
5. the control and limitation of storm water runoff
6. any unusual construction site characteristics including the presence of fill and/or hazardous material, springs, or subsidence's (sink holes)

Construction entrances must be provided for projects requiring the movement of heavy equipment onto and off the project site. Additionally, pollutants associated with construction must be contained and disposed of properly. These include-

1. concrete wash from tools and trucks
2. sanitary waste and pathogens from porta-potties
3. debris from discarded building materials
4. oil and grease from equipment and vehicles
5. paint, chemicals, and solvents
6. litter

For projects **requiring disturbance of the earth of more than 100 square feet**, a **Stream Protection Setback of 25 feet** shall be maintained from the top of the **nearest** banks of all watercourses. To reduce erosion, natural vegetation shall be maintained in this area. Where natural vegetation does not exist along the watercourse and conditions for replanting are suitable, high priority shall be given to planting vegetation in the setback area to stabilize banks and enhance aquatic resources. **[NOTE: For the purposes of this ordinance, the "top of the bank" is considered to be synonymous with "bankfull level" and is delineated by the elevation point of incipient flooding that is indicated by deposits of sand or silt at the active scour mark, break in stream bank slope, perennial vegetation limit, rock discoloration, and root hair exposure.]**

First Reading:

Second Reading:

Adoption:



Dear Neighbors,

I am happy to let you know that we will be beautifying Town Run's stream side along Back Alley over the next few weeks, first removing invasive plants in two steps beginning with a weed trimmer to remove the tall vegetation and then digging out the roots of the plants. After removing the current invasive plants, volunteers will plant native perennials that will feed butterflies and bees and beautify the area as well as help clean and protect the stream.

Our collective work will begin Saturday morning, June 8th although the tall vegetation will be cut the week before. Volunteers are from the Community, the Town Run Watershed Friends, and Bee City Shepherdstown. Come join us if you wish!

Jan Smith *Leslie Patrick*
Town Run Clean Up team members

[Home - Town Run Watershed](#)

June TC

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

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

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

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

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

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

SECTION I – DEFINITIONS:

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

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

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

SECTION II – PURPOSE:

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

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

SECTION III- GENERAL PROVISIONS

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

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

SECTION IV – ADMINISTRATION:

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

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

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

5. Adopt by resolution and renew annually the participation in the Eastern Panhandle HOME Consortium.
6. Be responsible for determining local housing needs and the use of HOME funds to address those needs.
7. Provide an annual description of proposed project activities in accordance with the annual budget and distribution of funds.
8. Provide documentation for matching funds or donations to the HOME Program.
9. Maintain files and documentation for compliance with Federal regulations and make these files available for review and monitoring by HUD and/or the Representative Member.
10. Prepare, process and forward requisitions of funds to the Representative Member.
11. Review and approve any amendment to the Cooperation Agreement.

L. The Representative Member shall be responsible for the overall administration of the HOME Program and meeting the Federal guidelines. In particular the following are the duties and responsibilities:

1. Provide staff to manage the program.
2. Revise the existing Five-Year Consolidated Plan to include the HOME Program and statistical information on the other consortium members.
3. Prepare and submit all required notices, plans, performance reports, and documentation as required by HUD.
4. Ensure that the program and activities are in compliance with the Federal regulations.
5. Provide the other members with guidelines and policies of the program.
6. Hold a public hearing on the annual HOME Program and adopt the budgets and activities outlines by the HOME Consortium Council.
7. Assist the other Consortium members in meeting the Citizen Participation requirements of HUD.
8. Review and approve all project funding agreements for each activity.
9. Monitor the other members for compliance with the Federal regulations.
10. Prepare an environmental review record for the HOME Program and secure the release of funds from HUD for program activities.
11. Provide guidance and assistance to the other members to ensure compliance with the Federal labor standards.
12. Prepare and execute all written agreement with sub-recipients and contractors to receive HOME funds.
13. Maintain files on each project activity for monitoring by HUD.
14. Prepare and maintain the HOME match log as required by HUD.
15. Prepare the annual Consolidated Annual Performance Evaluation Report (CAPER) for annual submission to HUD.
16. Establish and maintain a local HOME fund account including Federal drawdowns and program income.

17. Process Federal drawdowns of funds from the U.S. Treasury for project activities through the IDIS system.
18. Process payment requisitions and requests for funds from the other consortium members for project activities.
19. Prepare an annual budget showing the distribution of HOME funds to each Consortium member.
20. Prepare quarterly reports on expenditures, commitment of funds, and remaining balances for each consortium member and their project activities.
21. Contract for an annual audit of the HOME Program by an outside independent auditing firm.
22. Supervise the closeout of annual grants with HUD.

M. The HOME Consortium Council shall be formed to oversee the program and provide guidance on the use of funds. The specific duties and responsibilities of the Consortium Council is as follows:

1. Each member of the HOME Consortium shall have three (3) representatives to the Consortium Council.
2. Provide guidance and direction in promoting and affirmatively further fair housing in the Eastern Panhandle.
3. Define an overall strategy and programs based on the needs of the Consortium members.
4. Establish priorities for the use of HOME funds.
5. Approve the allocation and distribution of funds among the Consortium members based on the low- and moderate-income population of each member as a percentage of the Eastern Panhandle's total low- and moderate-income population.
6. Reallocate funds that are uncommitted or unobligated after fifteen (15) months after the approval by HUD of the annual HOME grants.
7. Ensure that any required matching funds are provided by the Members or from the non-federal funds portion of HOME assisted projects.
8. Review and approve any amendments to the Cooperation Agreement.
9. Review and approve documentation submitted by non-profit organizations for designation as a local Community Housing Development Organization (CHDO).
10. Monitor and recertify annually any CHDO's.
11. Adopt and assure compliance with affirmative marketing policies and procedures.
12. Approve the annual consolidated Action Plan in regard to the use of HOME funds.

N. In accordance with Section 91.402 of the Consolidated Plan Final Rule, the City of Martinsburg has a Program year that begins on July 1st and ends on June 30th each year, the HOME funds will also have the same program year start date.

SECTION IV- AFFIRMATIVE MARKETING POLICIES AND PROCEDURES:

A. Statement of Policy -

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

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

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

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

SECTION V – TERMS OF THE AGREEMENT:

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

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

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

CITY OF MARTINSBURG, West Virginia

Kevin Knowles
Mayor

Attest: _____
Gena L. Long, City Recorder

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

JEFFERSON COUNTY INCORPORATED AREA:

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement this

_____ day of _____, 2024

Corporation of Shepherdstown
For and on behalf of the municipality of
Shepherdstown, a political subdivision of the State of
West Virginia

Signature

Title

Attest: _____

**EASTERN PANHANDLE HOME CONSORTIUM OF WEST VIRGINIA
PROGRAM UPDATE April 2024**

The Eastern Panhandle HOME Consortium of West Virginia is completing its sixteen year of program operations for the use of HOME Investment Partnership Program funds through HUD. The HOME Consortium consists of four major jurisdictions and a total of twelve members including the City of Martinsburg, Berkeley County, Town of Hedgesville, Jefferson County, Town of Bolivar. City of Charles Town, Corporation of Harpers Ferry, City of Ranson, Corporation of Shepherdstown, Morgan County, Town of Bath and Town of Paw Paw. The cooperation of the individual jurisdictions has enabled us to secure the HOME funding to help address local housing needs. The City of Martinsburg is the grantee and serves as HOME administrator.

Through April 2024, we received **\$7,722,117 in HOME funding**, including \$457,704 in local funds. This includes our FY 2023 allocation \$541,663, an \$19,428 decrease from the FY 2022 allocation of \$561,091. In addition, we have received our grant agreement of the HOME-ARP Allocation Plan, FY 2021 Annual Action Plan Substantial Amendment in the amount \$1,843,081.00.

Most of the funding has been used for a **Homebuyer Assistance Program (HAP)** with the following results:

340 first time homebuyers assisted	\$4,789,251 (incl. \$66,000 CDBG)
<i>Berkeley County 161 closed</i>	<i>Jefferson County 85 closed</i>
<i>Martinsburg 59 closed</i>	<i>Morgan County 35 closed</i>

Program Statistics	FY 2007 – FY 2023	Past 12 Months
Average Amount HAP	\$14,086	\$13,538
Median Sales Price	\$137,104	\$167,800
Median 1 st Mortgage	\$124,891	\$160,612

As of April, 2024, HOME funds have leveraged **\$46,615,302 in home sales** and buyers had obtained **\$42,463,279 in mortgage loans** – a ratio of **\$1: \$9:10** in mortgage funding for each HAP dollar expended.

In addition to the Homebuyer Assistance Program, we are required to set aside 15% of our annual allocation for use by **Community Housing Development Organizations (CHDO)**. To date, **\$610,538** has been expended by Habitat for Humanity of the Eastern Panhandle to build ten houses for low-income persons. Habitat was approved on April 11th for the CHDO application in the amount of \$118,152 for new construction of an affordable house at 320 E. Burke Street in Martinsburg. The outstanding FY 2016 CHDO funds of \$49,473.00 can no longer can be used by Habitat, are allowed to be used for another HOME eligible activity. There is an application in process for Tenant Based Rental Assistance to Community Network, Inc. for these funds. There remains \$391,424 of available CHDO funds.

Funding Distributions are:

Jurisdiction/Project	Total available as of 3-31-24 (includes FY 2023)
Berkeley County	\$506,528
Jefferson County	\$446,280
Morgan County	\$144,743
City of Martinsburg	<u>\$454,672</u>
	\$ 1,552,223

Eastern Panhandle HOME Consortium of West Virginia HOMEBUYER ASSISTANCE PROGRAM

WHAT IS HAP? A homebuyer assistance program (HAP) for first time homebuyers in Berkeley, Jefferson, and Morgan Counties and the City of Martinsburg.

HAP provides income-eligible buyers with a deferred no-interest loan for downpayment and closing costs. The loan is forgiven if the buyer remains in the home for the term of the loan. The amount of the HAP loan depends on the buyer's need for assistance – it provides the gap funding to make the loan affordable to the buyer - the first mortgage payment is not more than 30% of monthly household income.

The funding source for the HAP program is the federal HOME Investment Partnership Program. All HOME regulations apply to the HAP program.

WHO CAN USE HAP?

- FIRST TIME HOMEBUYERS
- INCOME UNDER LIMITS BY HOUSEHOLD SIZE
- **SALE PRICE WITHIN MAXIMUM LIMITS** (next page)
- HOUSE MUST PASS CODE INSPECTION



HOW DOES HAP WORK?

- BE PREQUALIFIED BY A MORTGAGE LENDER
- COMPLETE HOMEBUYER EDUCATION
- BORROW UP TO \$14,500 FOR DOWNPAYMENT AND CLOSING COSTS
- THIS IS GAP FINANCING
- HAP LOAN TERMS ARE 5 YEARS - NO MONTHLY PAYMENT ON HAP LOAN
- ZERO INTEREST LOAN WITH NO REPAYMENT IF BUYER REMAINS IN THE HOME
- Applicant must provide at least \$500 of their own funds toward the purchase and include documented proof as part of the loan application

INCOME LIMITS BY HOUSEHOLD SIZE (eff. June 15, 2023)

Berkeley County – all persons in household

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$42,700	\$48,800	\$54,900	\$60,950	\$65,850	\$70,750	\$75,600	\$80,050

Jefferson County – all persons in household

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$64,550	\$73,750	\$82,950	\$92,150	\$99,550	\$106,900	\$114,300	\$121,650

Morgan County – all persons in household

1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
\$41,650	\$47,600	\$53,550	\$59,500	\$64,300	\$69,050	\$73,800	\$78,550

FOR COMPLETE PROGRAM GUIDELINES & APPLICATIONS CONTACT
Nancy Strine, COMMUNITY DEVELOPMENT AT (304) 264-2131 EXT 278 OR
nstrine@cityofmartinsburg.org

HAP PROGRAM REQUIREMENTS

Applicants Must:

- **Have a pre-qualification letter from a mortgage lender** listing loan amount, rate and term. Only fixed-rate mortgages are allowed.
- **Complete homebuyer education** through an approved housing counseling program and obtain a certificate of completion. Contact Telamon at 304-263-0916 or Partnership for Affordable Housing at 304-725-6189 to register for a class.
- **Complete the Pre-application for a HAP Certificate of Eligibility.** The Certificate is valid for six months. This is not a reservation of HAP funds or a loan commitment.

Finding a Home / Reservation of HAP Funds:

Homebuyer finds a suitable home within Berkeley County, the City of Martinsburg, Jefferson County or Morgan County. **Maximum Sales Prices as of June 2023:** Berkeley - **\$247,000 existing/ \$292,800 new** homes; Jefferson County - **\$285,000 existing/ \$337,000 new** homes; Morgan **\$189,000 existing/\$251,000 new** homes.

- The amount of HOME HAP funds is determined by the amount needed to qualify the purchaser with a first mortgage payment (Principal, Interest, Taxes and Homeowners Insurance) that does not exceed 30% of household's monthly income and total debt to income ratio of 40%(these ratios have been temporarily changed to end of Dec. 2024 to not to exceed 33% front/back 45%).
- **HAP funds will be reserved** only after eligible applicant (s) execute a sales contract on the home. Funds are reserved for 90 days on a first-come first-served basis.
- All household members and income must be included in determining income eligibility (NOT only the borrower on the mortgage loan).
- **The homebuyer must provide at least \$500 of their own funds toward the purchase.**
- **The program will conduct a HAP property maintenance code inspection.** Property must meet local property codes. Repairs must be made prior to closing. There is no charge for the inspection.
- The HOME Administrator will review and approve eligible applicant (s) for the Homebuyer Assistance Program funds and then reserve the funds.

The HOME Administrator will provide all HAP loan agreement documents needed to secure the funds and ensure compliance with HOME program regulations and other federal requirements.

For more information call Nancy Strine, HOME Administrator
City of Martinsburg Community Development Department
(304) 264-2131 x 278 or email nstrine@cityofmartinsburg.org

EQUAL HOUSING OPPORTUNITY

RESOLUTION

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE CORPORATION of SHEPHERDSTOWN, WEST VIRGINIA THAT:

1. The Corporation of Shepherdstown will cooperate with the City of Martinsburg, County of Berkeley, Town of Hedgesville, County of Jefferson, Town of Bolivar, City of Charles Town, Corporation of Harpers Ferry, City of Ranson, Corporation

of Shepherdstown, County of Morgan, Town of Bath, Town of Paw Paw, West Virginia, in a Consortium for participation in the HOME Program; and

2. The **Mayor** of the **Corporation of Shepherdstown** is hereby authorized to enter into a Cooperation Agreement for the period of July 1, 2024 to June 30, 2027 with the other members which form the Eastern Panhandle HOME Consortium of West Virginia; and
3. A copy of this resolution is to be submitted in the request to US. Department of Housing and Urban Development to approve funding of the Eastern Panhandle HOME Consortium of West Virginia for the above Fiscal Year 2025 HOME Investment Partnership Program.

Adopted this _____ day of _____, 2024.

BY:

Arthur Auxer, III Mayor

ATTEST:

Lori Robertson, Town Recorder

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



CITY OF MARTINSBURG
WEST VIRGINIA

www.cityofmartinsburg.org

May 1, 2024

Home Consortium member

RE: FY 2025-2027 Eastern Panhandle HOME Consortium Renewal

Dear Mayor Auxer,

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

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

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

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

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

I look forward to speaking to you soon!

Sincerely,

Nancy Strine, HOME Administrator

Cc: Andy Blake, City Administrator

TIMELINE



Special Events Application

The Corporation of Shepherdstown has enacted Ordinance 8-801 et seq. requiring a special events application be submitted for all assemblies, demonstrations, special events and parades, as detailed in Sections 8-801 through 8-810 in the Corporation of Shepherdstown Codified Ordinances. All requests must be submitted for departmental and Town Council review. The information requested by this form will be used to determine eligibility for a special events permit. **The event will not be considered for approval until the entire application and all of its parts have been submitted. Applications are due to the Office of the Town Administrator no later than 30 days prior to the proposed special event.**

Event Title The Shepherdstown Fairy Festival

Event Date Sat. 10/26
Sun 10/27

Event Sponsor Emma Casale Creative Procrastinations LLC

Secondary Date None

Organizer's Contact Information

Name: Emma Casale

Cell: 410 917 7262

Address: PO Box 513 Shepherdstown WV 25443

Email emmacasale@thefairiesarecoming.com Alt. Phone _____

Event Information

Requested Area(s) City Streets/Sidewalks ___ Sidewalks only ___ Other

Location of Event King Street between German and High
Attach route for processional events. Be precise when indicating location.

Event Hours 10/26 10-6 until 10/27 10-5 Set up start time Friday 10/25 5pm Clean up end time Sunday 10/27 10pm

****NOTE**** Town Square Events are limited to SIX (6) Hours, including set-up and clean-up time.

Anticipated Attendance (per day): Participants 50 Spectators 300+

Office Use Only

Department Heads: Please indicate disposition of event proposal and attach any comments or conditions.

Police: ___ Approved ___ Denied ___ Conditional	Planning: ___ Approved ___ Denied ___ Conditional
Fire: ___ Approved ___ Denied ___ Conditional	Public Works ___ Approved ___ Denied ___ Conditional
Town Manager: ___ Approved ___ Denied ___ Conditional	Town Council: ___ Approved ___ Denied ___ Conditional

Recorder _____ Amount Due _____ Amount Paid _____ Insurance Provided _____ Council Agenda _____
Permit No. _____ Conditions Attached? _____

Event Information

Answer the following questions, in full, and attach any additional information

Name of Event The Shepherdstown Fairy Festival

Brief Description of Event: A celebration of folklore
faerytales and storytelling

Has your organization held this event in the past? yes.

When and Where? At Sam Michaels Park in Oct. 2022

Is the event a fundraiser? no

Will you require assistance from Fire/EMS? no (additional fees apply) How many units? _____ Council reserves the right to assign additional units at applicant cost.

Will you require assistance from the Police Department? yes (additional fees apply)

How many units? 1 Council reserves the right to assign additional units at applicant cost. Overnight Security

Will items be left overnight? yes What and where? event and vendor tents
and stock
Hazmat items must be attended constantly.

Will you be providing private security? I can. I was told I'd need to use
town police

Will alcohol no or food no be served?

Additional approvals may be necessary through the ABCA or Health Department.

Will you have vendors? yes Are you charging admission no?

Check with B&O Licensing to obtain additional licenses and tax information.

Will streets yes or intersections _____ be blocked? Requires police department assistance.

List streets and/or intersections King St. between German & High

Public Works assistance needed? yes Street Sweeping no Barricades or fencing

Material yes (additional fees apply)—Council reserves right to assign additional units at applicant cost

Will you be using loudspeakers or amplification devices? no

Continued on next page

Will you be installing temporary structures, such as tents, bleachers, stages, inflatables? yes What and where? vending and other tents
Check with Planning for U&O Requirements


Will you require dedicated parking or bagged meters? no
What and where? _____
Check with Parking for costs and arrangements

Indemnification

I Emma Casale shall defend and hold harmless the Corporation of Shepherdstown, its officers, employees, agents and representatives thereof, from all suits, actions, claims of any kind, including attorney's fees, brought on account of any personal injuries, damages or violation of rights sustained by any person or property in consequence of any neglect on behalf of Creative Productions LLC (name of organization or business), while their personal property is situated on Town property. I shall further hold the Corporation of Shepherdstown harmless from any claims or amounts arising from any violation of any law, bylaw, ordinance, regulation or decree.

[If required] A certificate of general liability insurance coverage in the amount of no less than \$1 million per instance and \$2 million aggregate naming the Corporation of Shepherdstown as an additional insured is attached to this application.

I further swear that all information provided in this application is true and accurate to the best of my knowledge and understand that the Shepherdstown Town Council has authority to change or amend my indicated needs, as necessary, and I am responsible for additional fees.

Signature  Date 6/6/24
Title producer

Fee Schedule

Application Fee--\$25

Police Fees--\$35 per hour or partial hour worked, per officer.

Fire/EMS--\$35 per hour or partial hour worked, per firefighter and \$100 per hour or partial hour for firefighting apparatus and/or medic unit

Public Works--\$20 per hour or partial hour worked, per laborer, including time requested or deemed necessary for set up and/or clean up

Additional fees for Town Service may be waived for all Town Funded Events and Town Co-Funded Events

*** The need for Town services is determined by applicant request or staff recommendation and ultimately approved by Town Council***

Application for Permit to Close King Street between High Street and German Street for The Shepherdstown Fairy Festival

Produced by Emma Casale, Creative Procrastinations LLC

Creative Procrastinations and Whimsical Necessities (The Fairy Shop)

132 E. German Street; Phone: 410-917-7262; email: emmacasale@thefairiesarecoming.com

Dates:

Set-up: Friday evening 10/25

Event: Saturday 10/26 10-6

Sunday 10/27 10-5

Tear Down: Sunday evening 10/27

Admission:

King Street Vendors and Children's Area: no cost.

Description of Event:

A celebration of fairytales, folklore, and storytelling, this event is a smaller companion festival to the full size event I produce at Sam Michael's Park, meant to bring people to Shepherdstown.

The King Street closure would be where we place vendors and our welcome tent/information booth, as well as some of our character performers and roving musicians.

The vendors will be makers of handmade goods, as well as unique businesses from Charles Town and Harper's Ferry.

I've partnered with the Pearson's to have a Friday night concert and weekend films at the Opera House.

Pending approval of the street closure:

- I have permission from Shepherd University to use McMurrin Lawn where we will put games, crafts, the children's play area, and some of the performers.
- I plan to partner with local businesses to include town culture in the event and encourage visitors to explore town.
- I will work with the Boofest committee to ensure that the festival doesn't interfere with the planned activities for that weekend.

Over for notes on Vendors and Performers.

***Vendors**

Vendors will be a selection of those that had booths at the 2022 event. I've included that list and highlighted those who have already indicated they want to participate.

Vendor fees will be calculated by totaling all costs related to the King Street closure divided by the number of vendors.

***Performers**

Our performers will be experienced, vetted professionals as well as local talent. I've included the program from my large event to give you an idea of the sorts of performers we will be hiring.

Confirmed Performers:

- Robert Turk-MC
- Prince Snowflake and his two Armenian attendants.
- Jamie Schoonover, The Winter Fairy Queen

Other Performers will be of the following types:

- Street Musicians playing unamplified violin, banjo, guitar or similar and performing folk songs.
- Character performers interacting with attendees.
- Living Statues
- Storytellers

Parking

- I have confirmed that there will be no sports event at Shepherd, so Lot A will be available
- We will be strongly encouraging carpooling
- We will include a map of town parking with clearly marked areas of residential no parking.

June _____, 2024

Jefferson County Commission
Jefferson County Planning Commission
Steve Stolipher, President and Liaison
110 N. George Street
Charles Town, WV 25414

Re: Shepherdstown – Outskirt Development

Dear Mr. Stolipher:

This letter was approved by the Shepherdstown Town Council regarding some concerns for development at our outskirts. Thank you in advance for your review and consideration.

The County's future land use map was recently amended to include a Preferred Growth Area ("PGA") along Route 230 south of Shepherdstown. Please be advised that Shepherdstown strongly opposes this PGA. The subject area is zoned rural as confirmed by several protected farmland and/or historically preserved parcels. The reason given for this PGA was that such development typically surrounds schools, thus allowing students to commute on foot. However, the area surrounding Jefferson High School is not similarly developed. Finally, and most notable, there is no present intention to extend our utility services to the subject area. For these reasons, and the significant public outcry against the same, I would request that this PGA be removed from the future land use map.

I would also request that the County Ordinances be amended to include a requirement that developers have to provide written notice of any development plans within or adjacent to any municipality's Preferred Growth Areas. This will ensure proper notice of and the opportunity to comment on these developments.

I hope that we can work more closely together as we balance the need for economic development with the preservation of historic, rural, and the resulting tourism draw of Shepherdstown.

In cooperation,

Arthur Auxer, III, Mayor

AN ORDINANCE TO ENACT
CHAPTER 8, TITLE 9 OF THE CODE OF SHEPHERDSTOWN
AS THE REGULATION OF PAWNBROKERS

THE SHEPHERDSTOWN TOWN COUNCIL ORDAINS:

Title 8 of the Code of Shepherdstown is hereby amended by adding Chapter 9, entitled the “Regulation of Pawnbrokers” to establish the regulations for Pawnbrokers in the Corporation of Shepherdstown. Accordingly, Chapter 8, Title 9 of the Code of Shepherdstown shall read as follows:

TITLE 8

Chapter 9 – Regulation of Pawnbrokers

Section 8-901 – Definitions:

As used in this Chapter, the following terms have the following meanings: as defined:

- (a) “Pawnbroker” means any person, partnership, association or corporation or employee thereof advancing money in a pawn transaction in exchange for collateral in the property of the pledgor. Pawnbroker does not mean any bank which is regulated by the West Virginia Division of Financial Institutions; the Comptroller of the Currency of the United States; the Federal Deposit Insurance Corporation; the Board of Governors of the Federal Reserve System or any other federal or state authority; and all affiliates thereof and any bank or savings and loan association whose deposits or accounts are eligible for insurance by the Bank Insurance Fund or the Savings Association Insurance Fund or other fund administered by the Federal Deposit Insurance Corporation all affiliates thereof, any state or federally chartered credit union, and any finance company subject to licensing and regulation by the West Virginia Division of Financial Institutions.
- (b) “Pawn transaction” means a transaction between a pawnbroker and a pledgor where the pledgor's property is placed in the possession of the pawnbroker as security for money or other valuable consideration provided to the pledgor on the condition that the pledgor may pay a pawn charge and redeem his or her property within a predetermined time frame. Pawn transactions do not include those transactions where securities, titles or printed evidence of indebtedness are used as security for the transaction.
- (c) “Pledgor” means a person who delivers the pledge into the possession of a pawnbroker.
- (d) “Purchase” or “purchase transaction” means the transfer and delivering of goods by a person to a pawnbroker by acquisition for value, consignment or trade for

other goods. This definition does not include purchases by pawnbrokers of items not used or intended for resale, consignment or trade of the item to another.

Section 8-902 – Purchase and Pawn Transaction Record:

The Town Council hereby finds as follows:

- (a) All pawnbrokers shall make and maintain a transaction report on all purchase or pawn transactions, except for refinance pawn transactions or merchandise bought from a manufacturer or wholesaler with an established place of business. The required transaction report shall include the following:
 - (1) The date of the transaction;
 - (2) The name of the seller;
 - (3) The name of the clerk who handled the transaction;
 - (4) The corresponding pawn ticket number;
 - (5) The terms of the loan or purchase;
 - (6) A copy of the seller's or pledger's government photo identification and type; Provided, that if the seller or pledger does not have a government issued photo identification, the pawnbroker shall have a photograph of the seller or pledger; and
 - (7) A detailed description of the property.
- (b) For purposes of meeting the requirements of subsection (a) of this section, a detailed description of the property shall include the following:
 - (1) In the case of firearms, the description shall include the brand, model, caliber, type, and serial number;
 - (2) In the case of jewelry, the type of jewelry presented, the karat weight, whether it is made of white gold, yellow gold or other precious metals, and other description of the stones, shape, cut, and oddities, etc. which are sufficient to describe the article of jewelry; and

- (3) In the case of other types of articles and property, the description shall include the type of article, brand, model and serial number on the article, or any other such identifying information or description to which is sufficient to specifically describe the item or property.

- (c) The seller or pledger shall be required to sign the pawn transaction statement or purchase transaction statement; and a signed statement from the seller or pledger affirming ownership shall appear on the bill of sale or pawn ticket that is completed by the seller or pledger at the time of the transaction.

- (d) The pawnbroker shall maintain the original of all purchase or pawn transaction statements for three years and shall make the original copies of the purchase or pawn transaction statements available for inspection by law enforcement officers and law enforcement agencies upon request during the posted hours of operation of the business.

- (e) The information required to be collected pursuant to this section is confidential, is not public record, and should only be disclosed as provided in this Chapter or otherwise provided by law: Provided, that the confidential nature of this information in no way impedes the pawnbroker's duty to accurately collect and timely provide the information to law enforcement.

Section 8-903 – Penalties

A pawnbroker who violates the provisions of this article is guilty of a misdemeanor and shall be fined not less than \$100 and not more than \$200 for each offense.

Section 8-904 – Severability:

If any part of provision of this Chapter or the application thereof to any person or circumstances is held invalid, the remainder of the Chapter, including the application of such part or provision to other persons or circumstances, shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this Chapter are severable.

Authority: W. Va. Code § 47-26-1 *et seq.*

First Reading: _____

Second Reading: _____

Adopted: _____

Mayor

Recorder

FINANCE COMMITTEE
MINUTES

Monday, May 20, 2024

1:00 p.m.

Town Hall

1. Called to order at 1:00 p.m.
2. Members present: Mayor Auxer, Cheryl Roberts, Chris Stroeck
3. Staff present: Amy Boyd, Stephanie Grove
4. New Business
 - a. State Budget Revision #1- this agenda item was moved to last on the agenda.
 - b. Playground equipment proposal for Bane-Harris Park - Motion by Cheryl Roberts, second by C. Stroeck, approve proposal.
Unanimous.
 - c. Shepherd University donation request – Motion by C. Stroeck, second by C. Roberts, approve making donation towards tables and chairs. Unanimous.
 - d. State Budget Revision #1 – S. Grove explained the necessary expense/revenue changes. The revision includes the items on today’s agenda. Motion by C. Stroeck, second by C. Roberts, recommend approval of Budget Revision #1 by the Town Council.
Unanimous.
5. Motion to adjourn at 1:55 p.m. by C. Roberts, seconded by C. Stroeck.

Respectfully submitted,

Amy L. Boyd, Town Clerk

Age-Friendly Shepherdstown

May 29, 2024

MINUTES

Attending: Marty Amerikaner, Marcy Bartlett, Steve Pearson, Bob Smiles, Linda Spatig

After approval of the April meeting minutes, Linda reported that we have two, possibly three, new committee members to consider. The first, Beth Montgomery, has expressed an interest in getting more involved in town activities. Marcy is in the process of inviting her to be part of the upcoming downtown sidewalk safety assessments.

The other two, Jan Hafer and Charlotte Baker-Shenk, have offered to join us to work specifically on hearing accessibility as part of our efforts to improve communication in town. We are thrilled to have this new interest in our work and will submit paperwork as needed to Town Council for these two, possibly three, new members. We also agreed that our communication efforts would include vision, as well as hearing, issues.

As part of this discussion, we revisited the importance of having push-button, accessible doors installed at Town Hall. Linda said this request was made years ago by the Accessibility Committee. She will follow up with a new request to Town Council as soon as possible. Based on Steve's recent experiences at the Opera House, we estimated the cost to be about \$5000 per door.

Old Business

1. Greater Shepherdstown Bike Route

Marty reported that we have the go-ahead from the Public Works Committee to move forward with paving the "goat path" on the west end of High Street. He will follow up on next steps which may involve hiring out the work.

There is no decision yet about signage. In a Public Works Committee meeting in the near future the plan is to review the sign location map developed by Jim Ford's committee as part of the Wayfinding Project. Marty will represent us at that meeting.

We revisited the need for cautionary signage at the west end of High Street. Marty will look into what might be advisable, possibly in consultation with the Highway Department.

2. Downtown Fall Prevention and Safety

Marcy met with the Parks and Rec Committee and reported that the town staff was continuing to make repairs as needed in the town parks. A budget for the new stairs for Cullison Park has been approved but work has not yet begun.

As soon as town elections are over, Marcy will get back to work on preparing for the assessment of downtown sidewalks, which will begin with developing a rubric and training individuals to do the assessments. The rubric will be consistent with Ron Eck's report on what is needed to make the downtown area ADA compliant.

New Business

1. Hearing/Vision accessibility

Linda reported that the Shepherdstown Public Library has secured a grant to enhance hearing and vision accessibility, focusing primarily on technology. She would like to get feedback about what kinds of needs are most pressing and how the grant might be most effective in meeting those needs. She is preparing to meet with SAIL members, as well as members of this committee, to seek feedback. The meeting will probably be a part of an upcoming SAIL Brown Bag Lunch program. Linda will let the committee members know whenever this is scheduled.

2. Age-Friendly University Committee

Linda and Marty met with Carolyn Rodis who is a member of Shepherd University's Age-Friendly University Committee. We agreed it was a great idea to work collaboratively with this university group since our missions have a great deal in common. Linda suggested that we share minutes with the university committee, consider having one or more combined committee meetings, and share key documents with information about the committees. Linda agreed to send a copy of our Age-Friendly Shepherdstown Action Plan to Carolyn Rodis.

Next Meeting: Wednesday, June 26 12:30, on zoom

Shepherdstown Tree Commission Draft Minutes

Thursday, May 9, 2024

6:00 p.m.

Rumsey Park (weather permitting) or Town Hall

- **Members Present:** Lori Robertson – Chair, Jenny Haynes, James Dillon via phone, and Charlotte Baker-Shenk.

 - **Absent:** None

 - * **Visitors:** Laura Carter and Terry Hadley
1. **Call to Order:** L. Robertson called the meeting to order at 6:05 p.m.

 2. **Approval of April 18, 2024 Draft Minutes.**
J. Haynes – move to approve April 18, 2024 Draft Tree Commission minutes with changes. Second by C. Baker-Shenk. 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 – UPDATE - we needed more plants for the beds and James and Lori will check out availability at various nurseries.. James suggested maybe doing something with the boulders there to incorporate them in to a garden design. Lori suggested we have our next meeting at Rumsey to check it out.
- 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. *Another suggestion is to have a piece of ironworks as a focal point with drought resistant plants surrounding it.*
- d. Sage Place – Perennial Wood Sedge for around the trees this fall-how many per tree. There are 9 trees to maintain - we can have Bartlett add these trees to their list of trees to maintain. *James to send Frank a link to purchase 100 of Wood Sedge for 3 tree wells. Terry is the contact. UPDATE*

James will assess how much dirt to be out in the wells. Hw also mentioned a great volunteer effort from the residents. He also suggested 27 bags of shredded mulch for Sage Place. Will mentioned he could get it bulk at a cheaper rate - possibly 3 cu. Yards. James stated the Sedge would run about \$125 pie well with 32-50 plants per flat per well. We should become a customer to North Creek or another wholesale center Keep on agenda.
- f. Tree Inventory – we need to send the new trees to Bartlett to be added to our tree inventory. *It was suggested if we could have a computer here to log in trees for the tree inventory on the projector. Need to ask Amy.*
UPDATE

g. Tree Lilac 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 stump - UPDATE - James will give Lori 3 choices for Garth and Brad. An Okame Cherry would be perfect. Brad has suggested we not replant to allow more foot traffic for the Lost Dog, but also stated that Garth would still like a tree. The quote from Viking is \$700 to grind the LD stump and the popcorn store stump. Viking can only go to depth of 17” and Erik has recommended to let fill the holes with dirt and cover with mulch. Then, allow the LD hole to sit for at least a year to rot as a tree cannot be planted in 17”.

i. *Sue Kemnitzer - tags 67, 68, 69 & 70 - Back Alley behind her house - English Ivy and poison ivy drowning on them. Lori has started this process. UPDATE Reached out to Bartlett to trim vines. UPDATE*

j. 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. Some have been cut. UPDATE

k. Price - 105 S. King St. - 2 trees - need to be trimmed and one possible staked - UPDATE - *Bartlett.*

l. Popcorn store - replace the tree that was taken down due to damage - keep on agenda -UPDATE - the tree was rotten so there is a water drainage issue. The decision is to not replant but to brick it up. To have stump ground first. UPDATE

m. Request - 103 W. New St. - Justin Roedersheimer & Moria Quispe - 1-2 trees between their sidewalk and the street. Wants to discuss possibilities. *James to take a look at the site. - Suggested a Paperbark Maple, Ann Magnolia, or Bald Cypress. There are no wires there. Lori to email them. UPDATE*

n. Request - James Butcher - 216 W. German St - front sidewalk - tree roots have spread with sidewalk and curb buckling and uneven - tripping hazard.

(Daughter is Janice Huckaby). *Both James and Lori to look. James suggested that the sidewalk could be rolled over the roots, or remove some of the bricks and mulch over.* Have Billy take a look.

n. Charlotte Baker-Shenk was approved by council.

o. 213 W. German St - Jack and Carol Gelman - options. UPDATE

p. **(it was suggested we look for a grant for a water truck to water the plants/trees in various areas of town) Keep on agenda.**

q. Comprehensive Plan 2024 report - UPDATE

6. New Business:

7. Maintenance/Misc. - Spring - feeding and pest management- 2024

* Next meeting June 13, 2024 - 6pm

8. Adjournment:

J. Haynes – move to adjourn at 6:55 p.m. Second by J. Dillon. No objections noted.

Minutes respectfully submitted by L. Robertson

DRAFT MINUTES
CORPORATION OF SHEPHERDSTOWN, WEST VIRGINIA
WATER & SANITARY BOARDS

May 23, 2024

ATTENDEES: Water Board – J. Auxer (Mayor), J. Ford, S. Kemnitzer (Chair)
Sanitary Board – J. Auxer (Chair)
Town Staff – B. Bennett, C. Coe, S. Grove, K. Shipley
Visitors: G. Welter, D. Sweeney

1. CALL TO ORDER.

The Water and Sanitary Boards meeting was called to order by J. Auxer at 1:22 p.m.

Neither the Water Board nor the Sanitary Board had sufficient attendees to form a quorum, so it was decided to table some of the agenda items (see below) until a future meeting.

2. REVIEW AND APPROVAL OF DRAFT WATER AND SANITARY BOARD MINUTES OF APRIL 25, 2024.

This item was tabled, to be addressed at a future meeting.

3. VISITORS.

D. Sweeney (Decker and Associates) spent some time explaining depreciation expenses - how they appear on and affect the various financial reports and how they may or may not be included in a budget statement.

S. Kemnitzer asked for an explanation of the various accounts that we use to accumulate funds that are to be used to finance future expenses. D. Sweeney proceeded to explain the purpose and usage of the I&R fund, the Capacity fund and the Cash Working Capital Reserver (CWCR) fund.

There was some general discussion of the CWCR and D. Sweeney clarified 2 points:

- It was our understanding that Water did not have to fund the CWCR until a rate change was requested. D. Sweeney stated that it was his understanding that Water should already be contributing to that fund and that he had been working with S. Grove and B. Bennett to do so.
- There had been contradictory information given to us as to whether there was a maximum funding limit for the CWCR. D. Sweeney stated that it was his understanding that there was no such maximum; i.e. the CWCR never reaches a “fully funded” state.

4. FINANCES.

This item was tabled, to be addressed at a future meeting.

5. FLOW AND QUALITY REPORTS.

This item was tabled, to be addressed at a future meeting.

6. UNFINISHED BUSINESS.

6.a WATER PLANT IMPROVEMENT PROJECT - COMPLETE - CHARLES COE UPDATE.

C. Coe reported that the project was essentially complete. There were a few parts used for UV disinfection that were to be delivered and installed this week and then the project will be 100% complete.

6.b UPDATE ON WATER DISTRIBUTION PROJECT - KENNY SHIPLEY.

K. Shipley reported that the project was proceeding on schedule - 340 ft. Of 6” line has been installed. The only issue is that there is more rock to be removed than expected.

S. Kemnitzer asked if there were any signs posted to inform the public about the project. K. Shipley replied that there were none. J. Auxer suggested that we ask J. Ekstrom to work with the Army Corps of Engineers to produce such a sign.

6.c 120 WATER - CUSTOMER SURVEYS - EXPLANATION - STEPHANIE GROVE - UPDATE.

C Coe reported that we have received surveys from only 15 to 20 percent of the customers. A new survey is available at Town Hall for customers that pay their bills in person. However, most of those surveys have resulted in the customer reporting that they do not know the composition of their pipes. The bottom line is that our staff will have to go door-to-door to get the information.

7. NEW BUSINESS.

7.a APPROVAL OF WATER AND SEWER BUDGETS 2024-2025.

This item was tabled, to be addressed at a future meeting.

7.b CCR - CHARLES COE.

C. Coe distributed an updated version of the Consumer Confidence Report to all meeting attendees and he gave an explanatory summary of it and pointed out that there had been updates to make it more understandable.

G. Welter stated that the earlier version, which he had reviewed, was not easily understood and that he would review this new version and give feedback.

7.c DISCUSSION OF PREFERRED GROWTH AREA - MAPS INCLUDED.

This item was tabled, to be addressed at a future meeting.

8. OLD BUSINESS.

8.a HYDRANT REPORT - ENCLOSURE IN PACKET - FLUSHING COMPLETE - REPORT UPDATE.

C. Coe reported that the annual hydrant flush was completed and that 7 hydrants had been found to have issues which will be addressed.

9. MAYOR'S REPORT.

J. Auxer suggested that we meet next Thursday (7/30) at 1:00 p.m. in order to address the tabled issues. There was general agreement with that.

10. NEXT MEETING DATE.

See above.

11. SUMMARIZE ACTION ITEMS FROM THIS MEETING.

None.

12. DRAFT AGENDA FOR NEXT MEETING.

13. ADJOURNMENT. J. Auxer adjourned the meeting at 2:22 p.m.

Respectfully Submitted: J. Ford

Shepherdstown Waterworks: Fiscal Year 25 Budget Worksheet

	FY 23			FY 24 YTD			FY 2024 Overview		Proposed FY25 Budget	
	Actual	FY 23 Budget	% of Budget	Actual	YTD Budget 02/29/24	% of Budget	FY 24 Budget	% Budget	Proposed Budget	Comments
Income										
419 Water Interest Income	85,356.43	33,000.00	258.66%	106,262.56	56,666.64	1.88	85,000.00	125%	80,000.00	
461 Water Metered Revenue	1,790,532.51	1,900,000.00	94.24%	1,203,749.88	1,200,000.00	1.00	1,800,000.00	67%	1,800,000.00	
474 Other Water Revenues	2,839.95	1,000.00	284.00%	385.00	56,000.00	0.01	84,000.00	0%	10,000.00	
Total Income	\$ 1,878,728.89	\$ 1,934,000.00	97.14%	\$ 1,310,397.44	\$ 1,312,666.64	99.83%	\$ 1,969,000.00	67%	\$ 1,890,000.00	
Expenses										
401.1 Water Billing Expenses	13,387.90	14,500.00	92.33%	13,566.32	10,333.36	131.29%	15,500.00	88%	20,000.00	
401.2 Water Administration	44,137.15	47,000.00	93.91%	33,237.26	36,000.00	92.33%	54,000.00	62%	50,000.00	supplies, etc
401.3 Water Utility Billing	149,899.23	233,500.00	64.20%	126,681.75	153,333.36	82.62%	230,000.00	55%	200,000.00	
401.4 Water Plant Expenses	59,798.18	370,000.00	16.16%	119,196.05	246,666.64	48.32%	370,000.00	32%	175,000.00	
403 PSC Depreciation Require	372,292.86	175,000.00	212.74%	0.00	0.00		0.00	0%	175,000.00	
408 Taxes-Other than Income	52,975.17	65,000.00	81.50%	35,556.84	45,333.36	78.43%	68,000.00	52%	42,000.00	
New Position OIT									2,318.41	
Asst Chief Promotion									910.12	
New Position Pipelayer									1,168.00	Split between 3 entities
427 Interest Expense	152,868.90	120,000.00	127.39%	78,428.93	80,000.00	98.04%	120,000.00	65%	150,000.00	
521 Employee Screening		300.00	0.00%		200.00	0.00%	300.00	0%	300.00	
601 Water Salaries & Wages	517,300.17	440,000.00	117.57%	360,627.81	360,000.00	100.17%	540,000.00	67%	440,000.00	
New Position OIT									30,306.00	
Promotion of Class II to Asst Chief									11,897.00	
New Position Pipelayer									15,260.00	Salary Split between 3 entities
604 Employee Pensions & Benefits	85,619.95	110,000.00	77.84%	93,411.27	93,333.36	100.08%	140,000.00	67%	140,117.00	
New Position OIT									19,662.60	
Asst Chief Promotion									1,189.70	
New Position Pipelayer									8,240.00	Split between 3 entities
615 Purchased Power	49,911.22	60,000.00	83.19%	42,139.24	50,000.00	84.28%	75,000.00	56%	75,000.00	
618 Chemicals	69,728.11	65,000.00	107.27%	61,559.07	50,000.00	123.12%	75,000.00	82%	85,000.00	
631 Contractual Svc-Engineering	12,210.00	50,000.00	24.42%	91,766.30	46,666.64	196.64%	70,000.00	131%	70,000.00	
632 Contractual Svc-Accounting	18,487.17	15,000.00	123.25%	35,221.45	16,666.64	211.33%	25,000.00	141%	25,000.00	Higher if rate increase
633 Contractual Svc-Legal	1,854.85	10,000.00	18.55%	3,927.51	3,333.36	117.82%	5,000.00	79%	5,000.00	
635 Contractual Svc-Testing	33,659.36	45,000.00	74.80%	21,081.03	30,000.00	70.27%	45,000.00	47%	35,000.00	
636 Contractual Svc-Other	9,884.41	22,000.00	44.93%	8,148.37	23,333.36	34.92%	35,000.00	23%	25,000.00	IT Services
650 Transportation Expenses	3,360.55	45,000.00	7.47%	1,589.73	30,000.00	5.30%	45,000.00	4%	5,000.00	
657 Insurance-General Liability	64,742.52	33,000.00	196.19%	43,161.68	29,333.36	147.14%	44,000.00	98%	65,000.00	
659 Insurance-Other	9,388.33	9,000.00	104.31%		6,000.00	0.00%	9,000.00	0%	0.00	
660 Advertising Expense	938.85	500.00	187.77%	363.54	666.64	54.53%	1,000.00	36%	1,000.00	

675 Administrative Lending Fees	10,842.26	4,000.00	271.06%	5,359.33	1,333.36	401.94%	2,000.00	268%	8,000.00	
676 Bond Issuance Expense		200.00	0.00%		133.36	0.00%	200.00	0%		
Total Expenses	\$ 1,733,287.14	\$ 1,934,000.00	89.62%	\$ 1,175,023.48	\$ 1,312,666.80	89.51%	\$ 1,969,000.00	60%	\$ 1,882,368.83	
Net Operating Income	\$ 145,441.75			\$ 135,373.96			\$ 0.00		\$ 7,631.17	

**Shepherdstown Sewer
Fiscal Year 25 Budget Worksheet**

	FY 2023			FY 2024 YTD			FY 2024		Proposed Budget	Comments
	Actual	FY 23 Budget	% of Budget	Actual	Budget	% of Budget	Budget	% of Budget		
Income									Proposed FY24 Budget	
419 Sewer Interest Income	47,224.95	38,000.00	124.28%	68,470.94	28,666.64	238.85%	43,000.00	159.23%	\$ 90,000.00	
522 Metered Sewer Revenue	1,275,468.57	1,320,000.00	96.63%	1,014,655.79	993,651.36	102.11%	1,490,477.00	68.08%	\$ 1,521,983.00	
536 Other Wastewater Revenues	5,663.50	17,060.00	33.20%	600.00	2,478.64	24.21%	3,718.00	16.14%	\$ 2,000.00	
Total Income	\$ 1,328,357.02	\$ 1,375,060.00	96.60%	\$ 1,083,726.73	\$ 1,024,796.64	105.75%	\$ 1,537,195.00	70.50%	\$ 1,613,983.00	
Expenses										
401.1 Sewer Billing Expenses	9,492.18	8,605.00	110.31%	7,453.38	6,952.64	107.20%	10,429.00	71.47%	\$ 12,000.00	
401.2 Sewer Administration	46,358.83	51,300.00	90.37%	34,987.01	41,266.00	84.78%	61,899.00	56.52%	\$ 62,000.00	
401.3 Water Bill	115,874.42	36,000.00	321.87%	40,828.42	24,600.00	165.97%	36,900.00	110.65%	\$ 30,000.00	
401.4 Sewer Plant Maintenance	105,203.61	185,867.00	56.60%	100,171.86	192,485.28	52.04%	288,728.00	34.69%	\$ 157,808.00	
403 Depreciation Expense	358,329.21	400,000.00	89.58%	236,608.40	253,333.36	93.40%	380,000.00	62.27%	\$ 380,000.00	
408 FICA	31,581.35	41,055.00	76.92%	18,341.15	24,433.36	75.07%	36,650.00	50.04%	\$ 26,775.00	
701 Salaries & Wages	344,778.74	328,735.00	104.88%	240,362.11	251,755.36	95.47%	377,633.00	63.65%	\$ 350,000.00	Include Costs for overtime and raise provided by Council
Salary New Request OIT									\$ 31,000.00	OIT position to plan for future retirements
Salary New Request Pipelayer									\$ 15,260.00	Salary Split between 3 entities
704 EE Pensions & Benefits	33,858.74	63,280.00	53.51%	60,214.87	45,737.36	131.65%	68,606.00	87.77%	\$ 92,000.00	
OIT New Position Benefits									\$ 22,000.00	Assumes family coverage and max retirement contribution
Pipe;ayer New Position Benefits									\$ 8,240.00	
711 Sludge Removal	179,630.74	17,000.00	1056.65%	2,459.42	26,666.64	9.22%	40,000.00	6.15%	\$ 25,000.00	
715 Purchased Power	135,764.24	148,000.00	91.73%	98,354.34	101,333.36	97.06%	152,000.00	64.71%	\$ 152,000.00	
718 Chemicals	98,149.24	140,000.00	70.11%	105,030.45	93,333.36	112.53%	140,000.00	75.02%	\$ 121,000.00	
731 Contractual Svc-Engineering	7,613.05	5,000.00	152.26%	14,669.87	3,333.36	440.09%	5,000.00	293.40%	\$ 5,000.00	
732 Contractual Svc-Accounting	35,477.17	16,500.00	215.01%	33,827.87	12,100.00	279.57%	18,150.00	186.38%	\$ 25,000.00	PSC Reports, Audit, Etc
733 Contractual Svc-legal	2,494.85	5,000.00	49.90%	2,689.01	3,333.36	80.67%	5,000.00	53.78%	\$ 5,000.00	
735 Contractual Svc-testing	8,095.22	12,000.00	67.46%	5,704.03	3,333.36	171.12%	5,000.00	114.08%	\$ 10,000.00	
736 Contracted Services-Other	13,205.38	18,000.00	73.36%	7,098.98	3,333.36	212.97%	5,000.00	141.98%	\$ 13,000.00	
750 Transportation Expenses	5,565.19	15,000.00	37.10%	1,369.55	4,000.00	34.24%	6,000.00	22.83%	\$ 4,000.00	
757 Insurance-General Liability	50,264.44	42,000.00	119.68%	33,303.34	23,333.36	142.73%	35,000.00	95.15%	\$ 50,000.00	
760 Advertising	1,618.80	2,000.00	80.94%	0.00	1,166.69	0.00%	2,000.00	0.00%	\$ 2,500.00	
775 Sewer Admin. Lending Fees	14,370.32			7,185.16	0.00				\$ 14,400.00	
Total Expenses	\$ 1,597,725.72	\$ 1,535,342.00	104.06%	\$ 1,050,659.22	\$ 1,115,830.21	94.16%	\$ 1,673,995.00	62.76%	\$ 1,613,983.00	
Net Operating Income	-\$ 269,368.70			\$ 33,067.51					\$ -	