

Persons who are not on the agenda but wish to address the governing body must register prior to the call to order. Time limits will be imposed. 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).

TOWN COUNCIL MEETING AGENDA

Tuesday, July 9, 2019

Town Hall

104 North King Street

6:30 p.m.

- 1. Call to order**
- 2. Approval of Town Council Meeting Minutes of June 11, 2019**
- 3. Public Comment Period**
 - a. Persons who have registered to address Town Council.
- 4. Visitors:**
 - a. Marianne Davis – Visitor's Center Report
- 5. Public Hearings**
- 6. Unfinished Business**
- 7. New Business**
 - a. Entsorga Agreement
 - b. Event Requests:
 1. Good Shepherd Caregivers – 9th Annual Rubber Duck Race – Saturday, August 10
 2. Freedom's Run – Saturday, October 5
- 8. Mayor's Report**
- 9. Reports of Committees**
 - A. Finance Committee**
 1. No meeting June 2019
 2. Financial Reporting
 3. Recommendations: NONE

B. Parking Committee

1. No meeting June 2019
2. Recommendations: NONE

C. Police Committee

1. No meeting June 2019
2. Police Department Monthly Report – June 2019
3. Recommendations: NONE

D. Public Works Committee

1. Meeting minutes of June 2019
2. Recommendations: NONE

E. Parks and Recreation Committee

1. Meeting minutes of June 2019
2. Recommendations: NONE

F. Path Advisory Committee

10. Report of Commissions and Boards

A. Tree Commission

1. Meeting minutes of June 2019
2. Recommendations: NONE

B. Water and Sanitary Board

1. Meeting minutes of June 2019
2. Recommendations: NONE

C. Historic Landmarks Commission

1. Meeting minutes of May 2019 – not available
2. Recommendations: NONE

D. Planning Commission

1. Meeting minutes of May 2019 - not available

SOLID WASTE DELIVERY/DISPOSAL AGREEMENT

This Solid Waste Disposal Agreement (this "Agreement") is made and entered into as of July 9, 2019 by and between Entsorga WV LLC, a Delaware LLC ("Entsorga"), with offices at 362 W. Burr Blvd., Kearneysville, West Virginia 25430-4748 and the Corporation of Shepherdstown, West Virginia ("Customer") with offices at 409 East High Street, PO Box 248, Shepherdstown, West Virginia 25443-0248.

RECITALS

WHEREAS, Entsorga owns the permitted Solid Waste Processing Facility which accepts MSW (as defined herein) for disposal and is located at 870 Grapevine Road Martinsburg WV (the "Facility");

WHEREAS, Customer provides residential and commercial waste collection services and desires to deliver the contract amount of MSW to the Facility, and Entsorga desires to accept such MSW at the Facility;

WHEREAS, Entsorga will, prior to Effective Date, obtain Public Service Commission of West Virginia Approval of this Agreement pursuant to West Virginia Code §24-2-12;

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in Section 4.1 of this Agreement;

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. DELIVERY/DISPOSAL RIGHTS, OBLIGATIONS, FEES AND PAYMENT

1.1 Customer Delivery Obligation.

(a) Contract Volume of MSW. Customer shall deliver to the Facility an amount of MSW that is at least the Minimum Contract Volume (as defined herein) from the MSW it collects from Shepherdstown, West Virginia, under certificate _____ issued by the WV Public Service Commission.

(b) Disposal Fee Rate. The disposal fee rate for MSW delivered by Customer under this Agreement, inclusive of current government taxes, including without limitation all County and State solid waste taxes, shall be fifty dollars (\$53.00) per ton (as used herein a "ton" shall equal 2,000 pounds weight), or such other rate that is legally mandated by the Public Service Commission of West Virginia ("WVPSC"), including without limitation as part of Entsorga's CON for the Facility; and, in addition, such fee shall be adjusted (more or less) commensurate with changes in the currently in-effect tipping fees, taxes or other lawfully enacted and legally enforceable and collectable governmental assessments (collectively, "Fee"). Any changes in the Fee may be accomplished by contract negotiation and modification, which

requires that the change be mutually agreed and documented in a writing signed by the parties, and any implementation of any agreed upon increase is further conditioned upon and subject to the customer's ability to recover the full amount of any such increase via the West Virginia Public Service Commission "Rate Case" process.

(c) Additional Customer Payment Due for Failure to Deliver Minimum Contract Volume. In any calendar year where Customer fails to deliver the Minimum Contract Volume, Customer shall pay Entsorga twenty dollars (\$20.00) per ton for each full ton of shortfall below the Minimum Contract Volume. Entsorga shall invoice Customer such amount within 30 days of Entsorga having received Customer's statement of the prior year's total collection volume for the locale(s) generating the MSW, and Customer shall pay such amount within 30 days of receipt of such invoice (subject to Customer's "cure period" of 30 days from Entsorga's receipt of Customer's statement of prior year's total collection volume in which time Customer may supply all or part of the prior year's volume shortfall by delivering volume specifically identified as "cure volume" to Entsorga).

1.2 Entsorga Receipt Obligations.

(a) On the terms and subject to the conditions contained in this Agreement, Entsorga shall accept all deliveries of MSW Customer attempts to make during Entsorga's established operating hours. Should Entsorga fail to accept any such delivery (proof of which shall require reasonable documentation), Entsorga shall pay Customer twenty dollars (\$20.00) per ton for each ton of MSW not accepted. Customer shall invoice Entsorga for any such amount and Entsorga shall pay such invoice within 30 calendar days. Any payment under this section 1.2(a) shall be credited to any payment required under section 1.2(b) such that Customer does not receive double payment where there is a failure to accept that ultimately becomes a shortfall in Minimum Contract Volume.

(b) On the terms and subject to the conditions contained in this Agreement, the Facility shall accept at least the Minimum Contract Volume (adjusted for any applicable contract prorations) and as much as one thousand (1,000) tons of MSW during each calendar year. In any calendar year where Entsorga DOES NOT accept the Minimum Contract Volume despite Customer offering delivery of such amount (proof of which shall require reasonable documentation), as determined by the sum of volume Entsorga bills customer, Entsorga shall pay Customer twenty dollars (\$20.00) per ton for each full ton of shortfall. Customer shall invoice Entsorga for any such payment and Entsorga shall pay such invoice within 30 calendar days.

(c) In any calendar year, the parties may exceed one thousand (1,000) tons of MSW delivered by Customer to Entsorga, by entering into a signed written agreement so providing. However, once Entsorga has accepted receipt of the maximum contract volume provided for in section 1.2(b) above, during each calendar year, it may notify Customer that it will not accept any additional delivery of MSW, by providing Customer with at least sixty (60) days advance written notice ("Delivery Stoppage Date"). Should Customer attempt to deliver MSW to Entsorga after the Delivery Stoppage Date contained in such notice, and in the event Entsorga refuses to accept such MSW, the twenty-dollar (\$20.00) payment provided for in subsection (a) above shall not apply.

1.3 Payment. During the term of this Agreement, Customer shall make payments to Entsorga within 30 days after issuance by Entsorga of an invoice for any Fees incurred during any calendar week in accordance with the terms of this Agreement. If the full amount of Fees is not paid within 30 days after the issuance of an invoice, and 10 business days after the receipt of written notice of the failure to pay said invoice, Entsorga may impose a late payment charge of up to 0.5 percent per month on the Fee or may suspend the Agreement, including Customer's right to dispose of MSW pursuant to this Agreement, until the full amount due has been received. In the event of any suspension and reinstatement under this paragraph, the Minimum Contract Volume shall be prorated to adjust for the period of suspension. Furthermore, in the event of Customer non-payment and Entsorga's suspension of the contract during such period, Entsorga's receipt obligations of this contract shall be prorated to account for such period.

1.4 Term. Subject to the approval of Public Service Commission of West Virginia pursuant to West Virginia Code §24-2-12, the term of this Agreement shall commence on the Effective Date, as hereinafter defined, and continue for ten (10) years from that date (the "Initial Term"), unless earlier terminated pursuant to Section 4.11 of this Agreement. At the end of the Initial Term and each Renewal Period (as defined herein), this Agreement shall automatically renew for sixty (60) months (each a "Renewal Period"); provided, however, that either party hereto may elect not to renew and thus terminate this Agreement by providing at least one hundred and eighty (180) days advance written notice of such election prior to the end of the Initial Term or any Renewal Period. Entsorga shall provide Customer with at least, ninety (90) days written advance notice of the Effective Date. During the time of initial plant start up for any test run, Customer may deliver material to the Facility subject to the terms of this Agreement (including price terms), but such volume will not count toward Minimum Contract Volume nor will the time period be included in the Agreement term.

2. **MUTUAL REPRESENTATIONS AND WARRANTIES** - The parties make the following representations and warranties:

2.1 Customer. Customer represents and warrants that to the best of its knowledge that:

(a) The MSW delivered or to be delivered to the Facility does not or will not contain any Unacceptable Waste. If at any time Customer discovers any Unacceptable Waste has been delivered by it to the Facility, Customer shall promptly notify Entsorga of any information it obtains or has obtained indicating that Unacceptable Waste was delivered.

(b) Customer's activities described in this Agreement shall be done in compliance with all applicable Laws and Permits relating to the collection and transportation of MSW or the material being delivered.

(c) Customer has obtained all Permits and/or approvals, to the extent required, for its delivery of material to the Facility under this Agreement.

(d) All such Permits, to the extent required, are in full force and effect.

(e) Any and all reports and information required to be supplied under this Agreement are true and correct to its knowledge at the time provided.

2.2 Entsorga. Entsorga represents and warrants that:

(a) On or before the Effective Date of this Agreement, it will have obtained all Permits and governmental approvals which are necessary for the operation of the Facility to be in compliance with applicable Laws, including without limitation Environmental Laws.

(b) All such Permits and approvals, to the extent required, are in full force and effect and shall remain in full force and effect throughout the term of this Agreement.

(c) The equipment and facilities provided by it to perform services are suitable to perform such services and that all personnel are trained in accordance with applicable Laws.

(d) It shall perform all services in full compliance with all applicable Laws and Permits relating to the: receipt, storage, and processing of MSW; sale of produced materials; management of materials, including recyclables and waste; and disposition of materials and wastes.

(e) The Facility shall be managed and operated (including that related to acceptance, storage, management, release, treatment, transportation, or disposal of any toxic or hazardous substance (as defined under Environmental Laws)) in compliance with all Laws, Permits and governmental approvals, and shall not result in any liability or claim of liability against Customer.

(f) Its disposition of all materials from the facility (including but not limited to processed materials (including solid refuse fuel), recyclables, filters, leachate, and waste) shall be in compliance with all Laws, Permits and governmental approvals and shall not result in any liability or claims of liability against Customer its Representatives or Affiliates.

(g) MSW delivered by Customer and not rejected as Unacceptable Waste within 5 days of its delivery, shall become the sole responsibility of Entsorga and any and all such material, derived material, emissions from such material, or waste (or the management of such) shall not cause or result in any liability (including without limitation any claims, actions, court actions, administrative proceedings, or orders) to Customer.

(h) Any and all reports and information required to be supplied under this Agreement are true and correct to its knowledge at the time provided.

3. OPERATIONS AND COMPLIANCE

3.1 Conduct. Customer shall cause each its respective designees, employees, agents and other representatives to observe all written rules, regulations, procedures and policies

applicable to third parties in the ordinary course of the conduct of EntSORGA's business, including, without limitation, hours of operation (herein "Facility Rules"). EntSORGA shall maintain copies of such Facility Rules at the Facility and provide a copy of such Facility Rules without charge to Customer and each its designees, employees, agents and other representatives (herein "Representatives"). EntSORGA shall notify Customer of any change in Facility Rules and provide written amendments to its existing Facility Rules without charge upon request. Customer and its Representatives shall conduct themselves in a safe and workmanlike manner, and in compliance with all applicable Laws, at all times at which such persons are present at the Facility.

3.2 Record Keeping. EntSORGA shall, in good faith, maintain appropriate records (including individual truck identification, time and date of each truck delivery, ticket number, individual weight tickets, cumulative delivery weights by month, and quality assurance data relating to the accuracy of the scales and recording equipment) regarding Customer's delivery of MSW to the Facility, and shall provide Customer with appropriate periodic statements (not less than weekly) showing the total number of tons of MSW delivered to the Facility by Customer, during the preceding period. EntSORGA will submit invoices to Customer on a weekly basis, and such invoices will reference each delivery of MSW by date, truck number, ticket number and tonnage amounts.

3.3 Permits. EntSORGA shall acquire and maintain in full force and affect all Permits and governmental approvals which are necessary for the consummation and implementation of the transactions contemplated by this Agreement, the operation of the Facility and the delivery of materials therein. If any of such Permits or approvals is terminated for any reason and result in the suspension or termination of operations of the Facility for a period of thirty (30) consecutive days, then Customer will have the right to terminate this Agreement. Customer will not be obligated to deliver MSW during any such suspension of operations. The Minimum Contract Volume shall be pro-rated to account for any period of suspension of operations or the Agreement.

3.4 Facility Operation: Right of Inspection. The Facility will be open for the receipt of MSW during regular business hours; EntSORGA reserves the right to modify the hours of operation; but if hours of operation are less than eight (8) hours during any weekday or four (4) hours on any Saturday, then, at Customer's option, it may reduce the Minimum Contract volume proportionately to the reduction of hours based upon nine (9) hours per weekday, or seven (7) hours on Saturday. EntSORGA shall use its best efforts to open the Facility on or before 7:00 a.m. on weekdays and Saturday and close no earlier than 4:00 p.m. on weekdays and 2:00 p.m. on Saturdays. The Facility shall be open from 7:00 am until 4:00 pm on any Saturday that follows one of the six Major National Holidays. The Facility does not intend to be open for operation on Sundays or the Major National Holidays. The Facility shall maintain safe efficient roadways and ensure that delivery trucks are processed through the Facility in a timely, workman like manner including when delivery vehicles arrive with frozen loads and need unloading assistance. Customer acknowledges the right of EntSORGA to make and enforce reasonable Facility Rules as are reasonable and necessary for safe and efficient operations regarding MSW at the Facility, and Customer, and its Representatives, agree to abide by such Facility Rules. EntSORGA shall furnish a written copy of the Facility Rules upon request and notify Customer and its Representatives of any changes as they occur. Subject to its material compliance with the Facility Rules that are in

effect at that time and the terms and conditions of this Agreement, Customer will have the right to dispose of MSW at the Facility during all hours that it is open for the receipt of MSW. Entsorga will have the right to inspect the contents of any vehicle of Customer, or any vehicle transporting MSW on behalf of Customer, and to obtain and test samples to determine whether it contains Unacceptable Waste; provided, however, exercise or a failure to exercise such right shall not relieve Customer of its indemnity obligations under this Agreement. If a Customer vehicle or a vehicle transporting MSW on behalf of Customer is found to contain Unacceptable Waste, Entsorga will reject that delivery.

3.5 Removal of Unacceptable Waste. Upon delivery of any Customer shipment which is discovered during delivery to contain any Unacceptable Waste, to the extent that it may have been partly unloaded, Customer will immediately reload the Unacceptable Waste onto the same vehicle and deliver it to another location in accordance with applicable Law. Upon discovery that any Unacceptable Waste from Customer has been delivered to the Facility, Entsorga will promptly notify Customer. Immediately upon receiving such notice, Customer will dispatch a vehicle and remove the Unacceptable Waste and deliver it at another location in accordance with applicable Law. Entsorga shall have the right to supervise all reloading and removal of the Unacceptable Waste. If such reloading or removal does not take place promptly, Entsorga will have the right to undertake such reloading or removal itself at the expense of Customer. Customer will receive no credit or refund for the transfer costs related to any such reloaded or removed waste, and Customer will pay to Entsorga any and all costs or damages incurred by Entsorga as a result of the deposit or removal of Unacceptable Waste, including any and all fines or penalties assessed by any Governmental Authority. Entsorga shall reasonably assert any claim, defense or mitigating factors available to it to contest and/or reduce any fines or penalties so assessed and shall provide Customer with prompt notice of any such action and cooperate to allow Customer to contest and/or reduce any imposition of any fine or penalty in Entsorga's name. Only to the extent required by its Permit or under applicable law, Entsorga will notify appropriate Governmental Authorities concerning the delivery and removal of Unacceptable Waste.

3.6 Compliance with Company Regulations. Customer, its respective designees, employees, agents and other representatives, will comply with the Facility Rules of Entsorga in effect for the Facility. Customer will be responsible for the failure to comply with the Facility Rules on the part of any of its Representatives. Entsorga may refuse to admit to the Facility any Person who has previously knowingly violated the regulations,—or attempted to deliver Unacceptable Waste after written notice of the violation has been received by the customer and a reasonable amount of time has been allowed to correct the problem without the problem being corrected.

3.7 Access Roads. Entsorga will cause to be furnished and reasonably maintained during the term of this Agreement access roads to the Facility so as not to cause damage to vehicles of a customer hereunder or its designees, transporters, contractors, and/or Affiliates beyond normal wear and tear customary to accepted industry standards. If any vehicles of Customer hereunder or its designees, transporters, contractors and/or Affiliates, entering the Facility become incapacitated or unable to move on the Facility premises for causes other than those attributable to the condition of the access roads or the negligence of Entsorga, Entsorga

may, but shall have no obligation to, provide assistance in moving the vehicle, all at the sole cost and expense of Customer. In such circumstances, Customer agrees that Entsorga shall have no liability for damage to any incapacitated vehicle or property resulting from rendering such assistance. If such vehicle's incapacity is the result of the condition of the access roads or the negligence of Entsorga, Entsorga shall be liable for the cost and expense of removal, repair and other damages suffered by Customer or its designees, transporters, contractors, and/or Affiliates.

3.8 Notice of Closing. If Entsorga is required to close the Facility for any time longer than 3 days, it will use its best efforts to provide Customer notice of such closing at least thirty (30) days prior to the date thereof, or as soon as reasonably possible. The time of any such closing shall be prorated to adjust the Minimum Contract Volume.

3.9 Consequential/Punitive/Special Damages. Except as otherwise expressly provided under this Agreement, neither Entsorga nor Customer shall be awarded or liable to the other for consequential, special or punitive damages for any breach of this Agreement, each of which is expressly waived.

3.10 Indemnity. Each party to this Agreement shall indemnify, hold harmless and defend the other party from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto, including the costs of defense, settlement and reasonable attorneys' fees, which each party may hereinafter incur, become responsible for, or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects upon the environment, or any violation of Laws, caused, in whole or in part by such party's breach of any warranty, term, or provision of this Agreement or any negligent or willful acts or omissions of such party, its employees, agents, designees, or subcontractors in the performance of this Agreement (including any Person authorized to deliver or transport MSW for disposal at the Facility). Subject to the limitations on damages in Section 3.9 hereof, the liabilities and obligations of these indemnities are expressly intended to cover, among other liabilities, damages, claims and strict liability arising under applicable Environmental Laws and other Laws. Each of the parties to this Agreement understands and agrees that the obligations set forth in this Section 3.10 will survive the performance and termination of this Agreement until the expiration of the applicable statute of limitations. The indemnification remedy provided by this Agreement is the exclusive remedy for any actions, damages, and/or claims involving the parties and the parties, and their respective owners, officers, directors, shareholders, members and representatives hereby forever release and waive any action, damage and/or claim other than this contractual indemnity.

3.11 Insurance.

(a) Customer and any party authorized to deliver MSW to the Facility on behalf of Customer shall carry and maintain (1) commercial comprehensive general liability (including contractual liability insurance covering claims for bodily injuries (including death) and property damages in the amount of at least \$1,000,000 per occurrence and \$3,000,000 policy limit; (2) workers' compensation insurance for the statutory limits, as required by law; (3) comprehensive automobile liability insurance in the amount of at least \$1,000,000 per occurrence, covering all vehicles used to deliver MSW to the Facility; and (4) environmental pollution liability of

\$1,000,000. Customer shall provide to EntSORGA certificates of insurance evidencing these insurance amounts prior to delivering MSW to the Facility. Each such policy (except for a policy concerning workers' compensation obligations) shall name EntSORGA as an additional insured. Customer waives on behalf of itself and its insurance carriers any rights of subrogation Customer or its insurance carriers may have against EntSORGA, its officers, directors, employees, agents and servants. Each such policy of insurance shall be primary to any insurance maintained by EntSORGA, shall require at least thirty-days' notice to EntSORGA prior to cancellation, termination or material change in coverage, and shall contain a clause or endorsement confirming the contractual liability coverage for the indemnification clause in Section 3.10 of this Agreement and stating that the waiver of subrogation shall not affect the right of any insured to recover under such policy. Customer shall give EntSORGA immediate notification upon the receipt of a notice of cancellation, termination or material change in coverage of any insurance policy required by this Section 3.11 and shall provide a replacement certificate of insurance naming EntSORGA as an additional insured prior to or upon the date of such cancellation, termination or material change.

(b) EntSORGA, and any entity operating or subcontracting operations at the Facility shall carry and maintain (1) commercial comprehensive general liability (including contractual liability insurance covering claims for bodily injuries (including death) and property damages in the amount of at least \$1,000,000 per occurrence and \$3,000,000 policy limit; (2) workers' compensation insurance for the statutory limits, as required by law; (3) comprehensive automobile liability insurance in the amount of at least \$1,000,000 per occurrence, covering all vehicles used to deliver products, recyclables and waste from the Facility; and (4) environmental pollution liability (on and off-premises) of \$1,000,000. EntSORGA shall provide to Customer certificates of insurance evidencing these insurance amounts immediately after the Agreement Effective Date. Each such policy (except for a policy concerning workers' compensation obligations) shall name Customer as an additional insured. EntSORGA waives on behalf of itself and its insurance carriers any rights of subrogation EntSORGA or its insurance carriers may have against Customer, its officers, directors, employees, agents and servants. Each such policy of insurance shall be primary to any insurance maintained by Customer, shall require at least thirty-days' notice to Customer prior to cancellation, termination or material change in coverage, and shall contain a clause or endorsement confirming the contractual liability coverage for the indemnification clause in Section 3.10 of this Agreement and stating that the waiver of subrogation shall not affect the right of any insured to recover under such policy. EntSORGA shall give Customer immediate notification upon the receipt of a notice of cancellation, termination or material change in coverage of any insurance policy required by this Section 3.11 and shall provide a replacement certificate of insurance naming Customer as an additional insured prior to or upon the date of such cancellation, termination or material change.

3.12 Confidentiality and Recording. The terms of this Agreement shall be regarded as privileged and confidential business information ("Confidential Information") which shall not be disclosed by either party to any third party without the prior written approval of the other party to this Agreement, except to the extent that disclosure is required (a) by Law, (b) by a financial institution in order to apply for or obtain credit, (c) pursuant to obtaining West Virginia Public Service Commission approval under West Virginia Code §24-2-12, or filing under Tariff Rule 39, or other state governmental authority waste regulation process approvals, (d) in any

proceeding to enforce the terms of this Agreement, or (e) in a proceeding involving any of the parties in which the Agreement is needed to establish any claim or defense. Any such disclosure shall be accompanied by a request for confidential treatment of the Agreement and its terms. In the event either party receives a subpoena, court order or other directive or is otherwise compelled or required to produce a copy of this Agreement or any information regarding this Agreement, reasonable advance notice (at least two (2) days minimum, generally) shall be given to the other party to this Agreement prior to responding so as to allow the other party to either consent or seek appropriate relief or a protective order. The term Confidential Information shall not include any information, and neither party hereto will be under any obligation to protect any information, which is or becomes available to the public or is generally known in the industry other than through an unauthorized disclosure by a party hereto. This Agreement shall not be deemed to create any legal or equitable interest in the real property of the Facility and shall not be filed by Customer for recording with the recorder of deeds.

4. GENERAL

4.1 Certain Defined Terms. As used in this Agreement, the terms listed below shall have the respective meanings indicated.

"Affiliate" means, with respect to any Person, any other Person who at such time controls, is controlled by or is under common control with, such Person.

"Agreement" has the meaning assigned to such term in the Introduction to this Agreement.

"Confidential Information" has the meaning set forth in Section 3.12 of this Agreement.

"Customer" has the meaning assigned to such term in the Introduction to this Agreement.

"Effective Date" shall be the date when all of the following have occurred:

(a) This Agreement has been signed by the representatives of the Parties; and

(b) Entsorga has completed construction of Entsorga's Facility, and Entsorga's Facility has, in the reasonably exercised opinion of Seller, achieved a level of operation which permits Entsorga to begin to accept Customer's MSW. Upon Entsorga's determination of the occurrence of the Effective Date, Entsorga shall promptly provide Customer with telephonic and written notice of such determination and such notice shall specify the date of the Effective Date.

"Environmental Laws" mean any and all applicable Laws in effect from time to time that relate to health, the environment or a community's right to know.

"Environmental Permits" means any Permit required by any Environmental Law.

"Governmental Authority" means any federal, state, or local government or any subdivision, department, bureau, agency, court or instrumentality thereof.

"Entsorga" has the meaning assigned to such term in the Introduction to this Agreement.

"Facility" has the meaning assigned to such term in the Recitals to this Agreement.

"Laws" means any laws, statutes, rules, regulations, ordinances, orders, enforceable directives, codes, judgments, decrees or other legally enforceable requirements of any Governmental Authority.

"Minimum Contract Volume" means:

(a) During the first full calendar year of the Agreement, zero tons; except that, during the first full calendar year, if ninety five percent (95%) of the actual volume of all MSW Customer collects from Shepherdstown under certificate n/a is less than zero tons, then the Minimum Contract Volume for the first year shall be such lesser amount. For the first partial calendar year the zero ton amount shall be prorated, and the alternate lesser volume shall be calculated based upon the actual volume during the partial year;

(b) For each subsequent calendar year under the Agreement, the lesser of: (i) five thousand (5,000) tons, (ii) or if less than 5,000 tons, that amount that is ninety five percent (95%) of the actual volume of all MSW Customer collects from Jefferson County under certificate CON F-5851 during the prior calendar year; or (iii) if less than zero tons, for the calendar year at issue, that amount that is ninety five percent (95%) of the actual volume of all MSW Customer collects from Jefferson County under certificates n/a during that calendar year.

(c) For each contract year after the first year, Customer shall by March 31st of the following year provide Entsorga with written notice of the actual volume of all MSW Customer collects from Shepherdstown under certificate n/a (based upon Customer's reasonable documentation). Entsorga shall have 15 calendar days to object to such figure in writing or the stated amount shall be finally accepted as the prior years' collected volume.

"MSW", for this Facility, means any type of municipal solid waste, debris and other waste that is permitted under applicable Laws and other applicable legal restrictions and is acceptable under the Permits and Facility Rules. MSW includes waste disposed in the ordinary course by residential households and from commercial offices, retail stores, restaurants and similar commercial establishments, but does not include Unacceptable Waste.

"National Holiday" means the following days (excluding Inauguration Day and any additional holidays designated by Presidential Proclamation), as designated the United States Congress at 5 U.S.C. §6103 and scheduled by the federal Office of Personnel Management, when the federal government is not open for normal operations and non-essential federal governmental offices are closed:

New Year's Day*

Washington's Birthday

Birth of Martin Luther King, Jr.

Memorial Day*

Independence Day*

Columbus Day

Thanksgiving Day*

Labor Day*

Veteran's Day

Christmas Day*

National Holidays designated with an asterisk ("*") are also "Major National Holidays"

"Permits" mean any permit, license, registration, approval, notice filing or other authorization required by any applicable Law.

"Person" means any individual, entity or Governmental Authority.

"Unacceptable Waste" is material excluded for acceptance at the Facility by the West Virginia Department of Environmental Protection Mixed Waste Processing and Resource Recovery Facility Permit (No. SWF-7004), or as specifically listed in the Facility Rules; and, includes but is not limited to hazardous waste (as defined under the federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.), radioactive waste, industrial waste; infectious or medical waste; waste from oil and gas or mining operations, petroleum contaminated media, agricultural waste; incinerator ash; and sewage sludge. . Moreover, waste (i) that is required by a Governmental Authority with jurisdiction over the material, Facility or person in possession of the material, or by its general nature, to be handled or disposed of other than in accordance with the Facility's Rules or (ii) that does not strictly conform to the description of waste materials that the Facility is authorized to accept under its Environmental Permits, is Unacceptable Waste.

4.2 Notice. All notices and other communications required or permitted hereunder will be in writing and, unless otherwise provided in this Agreement, will be deemed to have been duly given (i) when delivered in person, or (ii) one business day after having been dispatched by a nationally recognized overnight courier service, to the appropriate party at the address specified below, with confirmed written receipt of delivery:

Customer:

Corporation of Shepherdstown
PO Box 248
Shepherdstown, WV 25443
Attention:
Telephone: _____

Entsorga:

—————Entsorga WV LLC
362 West Burr BLVD
Kearneysville, WV 25430-4787
Attention: Mr. Frank Celli

With a copy to:

Apple Valley Waste Services Inc.
362 West Burr Boulevard
Kearneysville, WV 25430
Attention Mr. Brad Dennen
Telephone: _____

4.3 Applicable Law. This Agreement will be deemed to be a contract made under the laws of the State of West Virginia, and for all purposes will be governed by, and interpreted and construed in accordance with, the laws of the State of West Virginia, without regard to principles

of conflict of laws thereof. Any action relating to this Agreement shall be exclusively filed, prosecuted and defended before the West Virginia federal courts or, in lieu of federal jurisdiction, before the West Virginia state courts.

4.4 Counterparts. This Agreement may be executed in several counterparts, each of which when so executed will be deemed to be an original and all of which will together constitute one and the same agreement.

4.5 Entire Agreement. The terms and provisions of this Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and there are no collateral agreements or representations or warranties other than as expressly set forth or referred to in this Agreement. This Agreement supersedes any other agreement, whether written or oral, that may have been made or entered into by any party hereto or any of their respective Affiliates (or by any director, officer or representative thereof) relating to the matters contemplated hereby.

4.6 Course of Dealing. No course of dealing between Entsorga and Customer and no delay or omission by any party in exercising any right or remedy hereunder shall operate as a waiver thereof or of any other right or remedy, and no single or partial exercise thereof shall preclude any other or further exercise of any other right or remedy.

4.7 Relationship of the Parties. This Agreement shall not in any manner be construed so as to create the relationship of principal and agent or a partnership or joint venture or of any association between Entsorga and Customer. The parties hereto agree to act as independent contractors and as such, except as otherwise specifically set forth in this Agreement; each party shall be liable for its own business operations, insurance, taxes, Permits, expenses and all other liabilities.

4.8 Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the parties, their successors, assigns and Affiliates. This Agreement may not be assigned without the express written consent of the other party, such consent not to be unreasonably withheld, conditioned, delayed or premised upon additional payment. Notwithstanding the foregoing sentence, Customer may transfer and / or assign whether by law, merger, or otherwise this Agreement, and its rights and obligations under this Agreement, to any affiliate, subsidiary, and /or successor of Customer and in such case the assignment must provide that the assignee assumes all the terms and conditions of the Agreement.

4.9 Force Majeure.

(a) Neither party shall be liable to the other for the failure to perform its duties and obligations, or for the delay in such performance, under the Agreement or for any resultant damages, loss, or expenses, if such failure was beyond its reasonable control, and which by exercise of such reasonable due diligence it has been unable to overcome, including without limitation, the result of fire, flood, act of God, severe weather, strike or other labor difficulty, accident, any legal proceeding, act of any governmental authority, war, riot, insurrection, catastrophe, natural disaster, act of terrorism, sabotage, civil disturbance (including disturbance caused by the population living in the area of the Facility or Customer's facility or service area),

embargo, fuel, energy or transport shortage, wreck or delay in transportation, or strike, lockout or other labor disturbance (even if terminable by the affected party by acceding to the demands of any labor group), and in each case, reasonably determined in good faith and not arbitrarily asserted, nor the result of negligence of the party asserting the Force Majeure.

(b) In addition:

(1) Without limiting the foregoing, EntSORGA's Force Majeure conditions shall also include, failure to perform or for delay in performance due to: (i) change in any law, regulation, order, rule, directive, regulatory status, licensing or permitting requirement of any governmental authority that may have an adverse impact on the operations of the Facility or the cost of production; or, (ii) failure by any statutory undertaker, utility company, or local authority in exercising its function as a planning authority or in relation to the giving of consents or other like body to carry out works or provide services.

(2) Without limiting the foregoing, Customer's Force Majeure conditions shall also include failure to perform or for delay in performance due to: (i) compliance with any Law, whether valid or invalid, of any governmental body, or instrumentality, (ii) change in any law, regulation, order, rule, directive, regulatory status, licensing or permitting requirement of any governmental authority that may have an adverse impact on the Customer's operations or its ability to deliver material or waste to the Facility, or the cost of production of the material or waste; or, (iii) changes in any Law (including Laws reducing or limiting the capacity of MSW permitted to be disposed of at the Facility, or Laws directing the flow of MSW elsewhere (so-called "flow-control").

(c) Notwithstanding the foregoing, Force Majeure shall not include any event that could have been prevented by the party claiming its protection by that Party's exercise of reasonable care or by that Party not being in violation or noncompliance with any applicable law. In the event any delay due to Force Majeure occurs or is anticipated, the affected party shall promptly (in no case later than 2 business days after the day the event occurred) notify the other party of such delay describing the cause with sufficient specificity for the other party to determine that validity of the claim and estimated duration of such delay. The suspension of performance due to a claim of a Force Majeure event must be of no greater scope and of no longer duration than is required by the particular Force Majeure event. The parties shall take all reasonable steps to ensure resumption of normal performance under this Agreement after the cessation of any Force Majeure event. Further, the affected party shall use its best efforts to remove any Force Majeure condition as expeditiously as is reasonably possible. If, however, any Force Majeure event continues for a period of two (2) years following initial notice of such event, either party may terminate this Agreement by providing the other party with at least ninety (90) day advance written notice and, thereafter, upon the continuation of the Force Majeure event beyond that ninety (90) day period.

4.10 Severability. If a court of competent jurisdiction should find any term or provision of this Agreement to be unenforceable and invalid by reason of being overly broad, the parties agree that the court shall limit the scope or duration of such provision to the maximum enforceable scope or duration allowed by Law. Any term or provision deemed by a court of

competent jurisdiction to be unenforceable and invalid for any other reason shall be severed from this Agreement, and the remainder of this Agreement shall continue in full force and effect.

4.11 Termination. Except for the rights and obligations arising under Section 3.10 (relating to Indemnities) and 3.12 (relating to Confidentiality and Reporting), which shall survive the expiration and any termination or suspension of this Agreement, this Agreement may be terminated at any time prior the expiration of the term: (a) by the non-breaching party in the event of a material breach of this Agreement which is not remedied by the breaching party within thirty (30) days following delivery of a written notice of breach from the non-breaching party (with confirmed written receipt of such notice), to the breaching party, (b) immediately by Customer in the event Entsorga fails to make any payments due or payable under this or any other agreement Entsorga has with Customer or any of its affiliates after Entsorga has been provided written notice of the failure (such notice must be confirmed by written receipt) and allowed 15 business days after Entsorga's receipt of such notice to correct said payment failure; and/or, (c) immediately by Entsorga in the event that Customer fails to make any payments due payable to Entsorga as set forth in this Agreement after the Customer has been provided written notice of the failure (such notice must be confirmed by written receipt) and allowed 15 business days after Customer's receipt of such notice to correct said payment failure. Upon termination, the payments under 1.1(c) and 1.2 shall cease to accrue

4.12 Authority. Each signatory represents that it has the power and authorization of the respective entity to enter into this Agreement and bind such party to the Agreement's terms.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

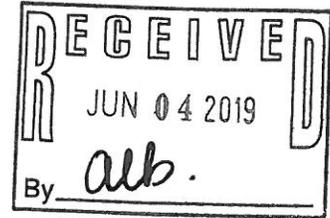
Corporation of Shepherdstown

Entsorga West Virginia, LLC

By: _____ [Seal]
Name: _____
Title: _____

By: _____ [Seal]
Name: _____
Title: _____

Corporation of Shepherdstown



Event/Park Request Form

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

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

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

Organization:	Good Shepherd Caregivers
Contact Name:	KC Brewster
Mailing Address:	7311 Martinsburg Pike
City, State, Zip:	Shepherdstown, WV 25443
E-mail Address:	KC_Brewster@gairvc.org
Daytime Phone:	304-876-3325
Evening Phone:	304-620-3251
Cell Phone:	304-620-3251

1.) Name and Complete Description of Event including location if other than one of our Parks: <i>attach on separate sheet if necessary</i>	9 th Annual Rubber Duck Race			
2.) Has this event been held in Shepherdstown in the past?	Town Run to Little House <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
	<i>If yes, on a separate sheet, please provide event dates (last three years) and describe any scheduling conflicts with other events that occurred in prior years or potential conflicts for the current requested event</i>			
3.) Is this a "one-time" event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Yearly			
4.) Date and Time of Event:	From: 10:00 am/pm To: 5:30 pm/am/pm			
4a.) Set Up Time	10:00 am			
4b.) Tear Down Time	5:30 pm			
5.) Park Requested, if applicable:	<input type="checkbox"/> Bahe-Harris \$100	<input type="checkbox"/> Cullison \$100	<input type="checkbox"/> Rumsey \$500	<input type="checkbox"/> Viola-Devonshire \$100
6.) Are street closures requested?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, please provide, on the attached map, streets that need to be closed. If having a parade, provide parade route. Alleys must be kept open. (No Exceptions)</i>			
7.) Is event open to the public?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

8.) What are the parking arrangements? <i>Please explain.</i>	Will need 3 parking spaces			
9.) Will entertainment be involved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, give details w/# groups, type of music, time of performance(s) etc. See Noise Ordinance</i>	Any entertainment must be approved by the Town Council.			
	<input type="checkbox"/> Live Band	<input type="checkbox"/> DJ	<input type="checkbox"/> Radio/CD Player	<input type="checkbox"/> Other: Explain
10.) Will other equipment be used? (i.e. generator, tents, inflatables, etc.) If yes, give details.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Tents, Rubber (Plastic) Ducks			
11.) Are you a non-profit organization? <i>If yes, provide certification of non-profit status.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
12.) Will vendors be at the event? <i>If yes, give details including complete list of vendors and contact information.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
13.) Will event participants be charged a fee? <i>If yes, what is the cost?</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No 1 Duck - \$5 5 Ducks - \$20			
14.) Will admission be charged for the event? <i>If yes, what is the cost?</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Cost			
15.) Number of people expected to attend:	<input type="checkbox"/> less than 50	<input checked="" type="checkbox"/> 51-100	<input type="checkbox"/> 101-150	<input type="checkbox"/> more than 150
16.) Name & contact info. for two (2) people with authority that will be present at event:	Name: KC Brewster	Phone: 304-620-3251		
	Name: Paula Marrone Best	Phone: 304-876-3325		
17.) Check any Town assistance needed:	<input type="checkbox"/> Electric	<input checked="" type="checkbox"/> Police	<input type="checkbox"/> Public Works	
	<input type="checkbox"/> Recycling	<input type="checkbox"/> Other	+ only to mark spots off	
18.) Will alcoholic beverages be served? <i>If yes, the Shepherdstown Open Container Ordinance must be suspended by action of the Town Council for this day's event.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, you must contact the WV Alcohol Beverage Control Commission to obtain a "one day" license.</i>			
19.) How will this event benefit Shepherdstown?	Promote mission of GSIVC which helps aging and disabled citizens of Shepherdstown			

spots off not needed full day

Requirements:

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

Corporation of Shepherdstown

It is hereby agreed and understood that Town Run is reserved, as specified, for the use of the above named organization and/or individual. The Facility reserved is subject to inspection by any authorized representative of the Corporation of Shepherdstown in order to assure proper use of Town

property. This permit must be in the possession of the organization and/or individual to whom it is issued and shown upon request to any authorized Town Official.

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

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

I have read and agree to these responsibilities.

Signature of Organization and/or Individual: KP

Date: 5/23/2019

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

Parent/Guardian: _____ Date: _____

Printed Name: _____ Phone: _____

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

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

NOTICE: The applicant must be present at the Town Council Meeting when this application will be reviewed. The application will be tabled if the applicant is not present. No exceptions.

Corporation of Shepherdstown



Event/Park Request Form

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

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

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

Organization:	Freedom's Run
Contact Name:	Katie Nolan Thompson
Mailing Address:	3979 Kabletown Rd
City, State, Zip:	Charles Town, WV 25414
E-mail Address:	katie@freedomrun.org
Daytime Phone:	(540) 877-5291
Evening Phone:	" "
Cell Phone:	" "

1.) Name and Complete Description of Event including location if other than one of our Parks: <i>attach on separate sheet if necessary</i>	Freedom's Run: Half Marathon, 10K, 5K			
	German St. & High St			
2.) Has this event been held in Shepherdstown in the past?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
	<i>If yes, on a separate sheet, please provide event dates (last three years) and describe any scheduling conflicts with other events that occurred in prior years or potential conflicts for the current requested event</i>			
3.) Is this a "one-time" event?	<input checked="" type="checkbox"/> Yes		<input type="checkbox"/> No	
4.) Date and Time of Event:	From: 8:30 am To: 10:30 am			
4a.) Set Up Time	5:00am			
4b.) Tear Down Time	2:00pm			
5.) Park Requested, if applicable:	<input type="checkbox"/> Bane-Harris \$100	<input type="checkbox"/> Cullison \$100	<input type="checkbox"/> Rumsey \$500	<input type="checkbox"/> Viola-Devonshire \$100
6.) Are street closures requested?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No or <input type="checkbox"/> Close North King Street (in front of Town Hall) <i>If yes, please provide, on the attached map, streets that need to be closed. If having a parade, provide parade route. Alleys must be kept open. (No Exceptions)</i>			

briefly for start of races

NOTICE: The applicant must be present at the Town Council Meeting when this application will be reviewed. The application will be tabled if the applicant is not present. No exceptions.

7.) Is event open to the public?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8.) What are the parking arrangements? <i>Please explain.</i>	Shepherd University; St. Agnes Church; Town Run Brewing Company	
9.) Will entertainment be involved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, give details w/# groups, type of music, time of performance(s) etc. See Noise Ordinance</i>	<i>Any entertainment must be approved by the Town Council.</i>	
	<input type="checkbox"/> Live Band	<input type="checkbox"/> DJ <input type="checkbox"/> Radio/CD Player <input type="checkbox"/> Other: Explain
10.) Will other equipment be used? (i.e. generator, tents, inflatables, etc.) If yes, give details.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	All equipment will be contained on Shepherd U campus at Midway
11.) Are you a non-profit organization? <i>If yes, provide certification of non-profit status.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
12.) Will vendors be at the event? <i>If yes, give details including complete list of vendors and contact information.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13.) Will event participants be charged a fee? <i>If yes, what is the cost?</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$35-\$110
14.) Will admission be charged for the event? <i>If yes, what is the cost?</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cost
15.) Number of people expected to attend:	<input type="checkbox"/> less than 50 <input type="checkbox"/> 51-100 <input type="checkbox"/> 101-150 <input checked="" type="checkbox"/> more than 150	
16.) Name & contact info. for two (2) people with authority that will be present at event:	Name: Kate Thompson Phone: (540) 877-5291 Name: Mark Wazzella Phone: (304) 268-8813	
17.) Check any Town assistance needed:	<input type="checkbox"/> Electric <input checked="" type="checkbox"/> Police <input type="checkbox"/> Public Works <input checked="" type="checkbox"/> Recycling <input type="checkbox"/> Other	
18.) Will alcoholic beverages be served? <i>If yes, the Shepherdstown Open Container Ordinance must be suspended by action of the Town Council for this day's event.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>If yes, you must contact the WV Alcohol Beverage Control Commission to obtain a "one day" license.</i>
19.) How will this event benefit Shepherdstown?	Thousands of visitors	

Requirements:

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

NOTICE: The applicant must be present at the Town Council Meeting when this application will be reviewed. The application will be tabled if the applicant is not present. No exceptions.

7.) Is event open to the public?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
8.) What are the parking arrangements? <i>Please explain.</i>	Shepherd University; St. Agnes Church; Town Run Brewing Company	
9.) Will entertainment be involved? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>If yes, give details w/# groups, type of music, time of performance(s) etc. See Noise Ordinance</i>	<i>Any entertainment must be approved by the Town Council.</i>	
	<input type="checkbox"/> Live Band	<input type="checkbox"/> DJ <input type="checkbox"/> Radio/CD Player <input type="checkbox"/> Other: Explain
10.) Will other equipment be used? (i.e. generator, tents, inflatables, etc.) If yes, give details.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	All equipment will be contained on Shepherd V. ramps at Midway
11.) Are you a non-profit organization? <i>If yes, provide certification of non-profit status.</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
12.) Will vendors be at the event? <i>If yes, give details including complete list of vendors and contact information.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13.) Will event participants be charged a fee? <i>If yes, what is the cost?</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	\$35 - \$110
14.) Will admission be charged for the event? <i>If yes, what is the cost?</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Cost
15.) Number of people expected to attend:	<input type="checkbox"/> less than 50 <input type="checkbox"/> 51-100 <input type="checkbox"/> 101-150 <input checked="" type="checkbox"/> more than 150	
16.) Name & contact info. for two (2) people with authority that will be present at event:	Name: Kate Thompson Phone: (540) 877-5291	Name: Mark Wuzzella Phone: (304) 268-8813
17.) Check any Town assistance needed:	<input type="checkbox"/> Electric <input checked="" type="checkbox"/> Police <input type="checkbox"/> Public Works	<input checked="" type="checkbox"/> Recycling <input type="checkbox"/> Other
18.) Will alcoholic beverages be served? <i>If yes, the Shepherdstown Open Container Ordinance must be suspended by action of the Town Council for this day's event.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<i>If yes, you must contact the WV Alcohol Beverage Control Commission to obtain a "one day" license.</i>
19.) How will this event benefit Shepherdstown?	Thousands of visitors	

Requirements:

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

Freedom's Run Schedule of Events

Friday, October 4, 2019

2:00pm - 8:00pm: Race Expo/ Packet Pick Up at Shepherd University Wellness Center

Saturday, October 5, 2019

5:30am - 6:00am: Shuttles to Marathon Start from Shepherd University Wellness Center

6:00 - 8:30am: Race Day Registration for Half Marathon, 10K, 5K and Kids Run at Midway

7:30am: Marathon start (Harpers Ferry)

8:30am: Half Marathon start (in front of Town Hall, King Street)

8:50am: 10K start (German St, Shepherdstown)

9:00am: 5K start (German St, Shepherdstown)

11:00am: Kids Run Start (Start on King St and High St. German Street closed for 5 – 10 minutes)

10:00am After Party Begins at Bavarian Inn

12:00noon: Awards at Bavariann Inn

2:00pm: Full Marathon and Half Marathon Courses Close

NOTICE: The applicant must be present at the Town Council Meeting when this application will be reviewed. The application will be tabled if the applicant is not present. No exceptions.

Corporation of Shepherdstown

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

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

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

I have read and agree to these responsibilities.

Signature of Organization and/or Individual: _____

Date: 6-3-2019

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

Parent/Guardian: _____

Date: _____

Printed Name: _____

Phone: _____

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

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

2014 Freedom's Run 5k and 10k Run

Finish - 50 yard line



SHEPHERD UNIVERSITY

Wellness Center (Friday Expo)

45

Shepherdstown

Two Rivers Treads Freedom's Run Headquarters

Start - in front of McMurrin Hall

MARYLAND
WEST VIRGINIA

POTOMAC RIVER

Shepherdstown

MARYLAND

C&O Canal National Historical Park

River Rd

5k Turn

Potomac View La

Pack Horse Ford Dr

10k Turn

No electrolyte

WEST VIRGINIA

Engle Mollers Rd

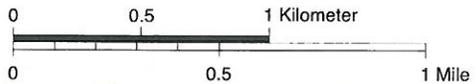
Trough Rd



To Harpers Ferry

Legend

- Freedom's Run routes
- Medical station
- Portable toilets
- Water, electrolyte, and portable toilets
- Water only
- Food station



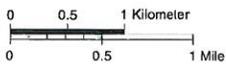
Cartography by Lori Simmons
MapMaker3@comcast.net

Half Marathon Course

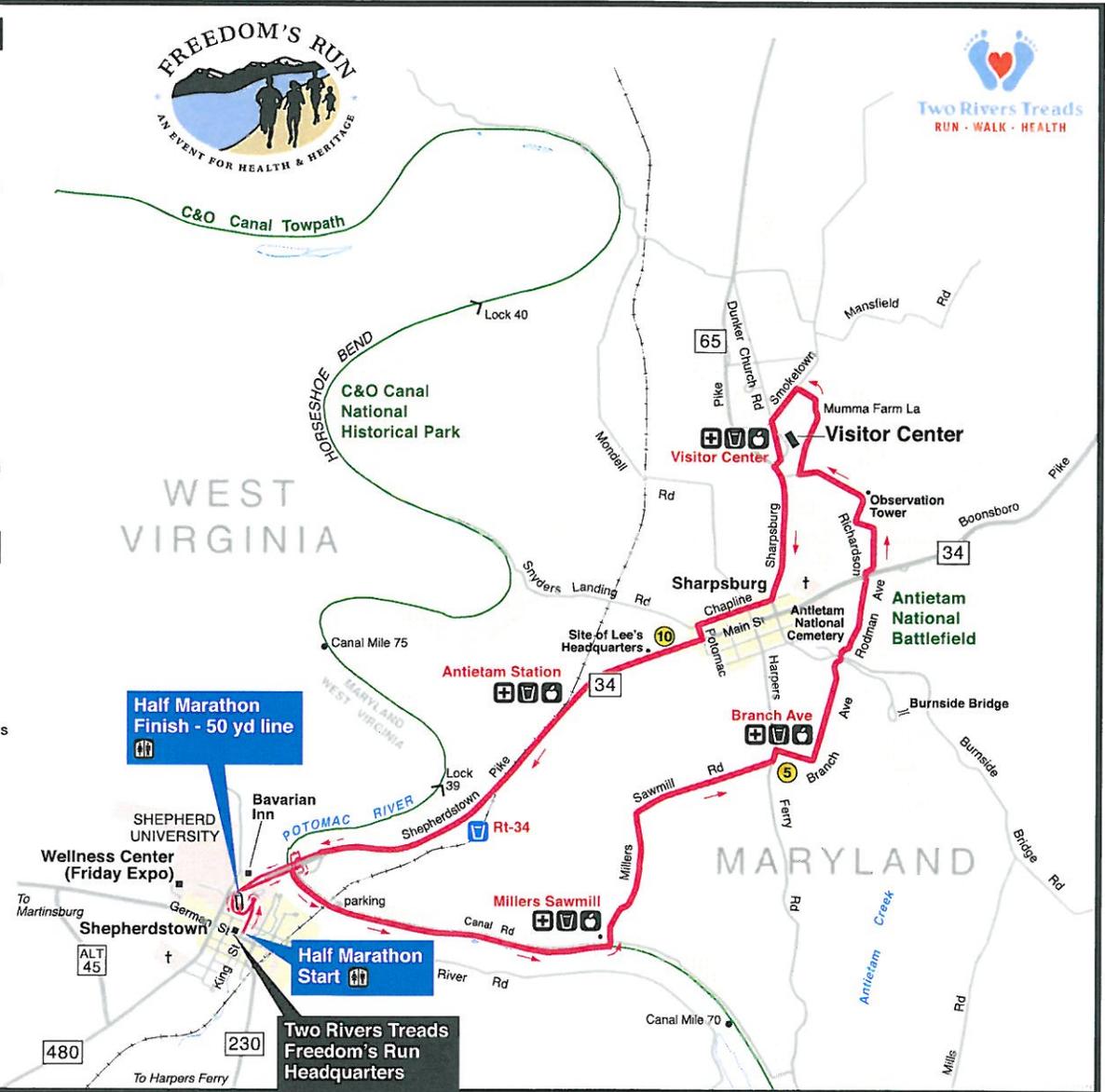
Assemble on King Street in front of Town Hall. Run down King Street, loop around circle and return to take **right** onto foot path that courses around Ram Stadium. **Right** on ramp leading down to canal. **Left** on the C&O Canal Towpath. **Left** on Millers Sawmill Road. **Left** on Harpers Ferry Road. **Right** on Branch Avenue. **Left** on Rodman Avenue. Cross MD-34 onto Richardson Avenue. **Right** on Mumma Farm Lane. **Left** on Smoke-town Road. **Left** on Dunker Church Road. **Left** on MD-65 (Sharpsburg Pike). **Right** on W Chapline Street. **Left** on Potomac Street. **Right** on MD-34. Cross the Rumsey Bridge over the Potomac River into West Virginia. Follow the cones to an asphalt path leading into Shepherd University's Ram Stadium and Finish Line at the 50 yard line.

Legend

- Half marathon route
-  Medical station
-  Portable toilets
-  **Station Name in red**
Water, electrolyte, and portable toilets
-  Water ONLY
-  Food station
-  Half marathon mile marker



Cartography by Lori Simmons
MapMaker3@comcast.net



Full Marathon Course

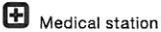
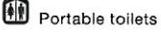
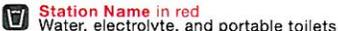
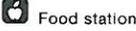
Assemble at the Harpers Ferry National Historical Park Visitor Center parking lot. From the parking lot turn **left** onto entrance road. **Left** on Campground Road. **Left** on Murphy Road to a sand pebble lane, Murphy Farm Loop. Follow lane to a cliff that overlooks the Shenandoah River then turn around and **retrace** your route back to the visitor center. Follow Shoreline Drive to Shenandoah Street into the town of Harpers Ferry. Continue straight till the road ends at John Browns Fort on your right. **Turn right** over cobble stones and under a railroad bridge towards the Potomac River footbridge. **Cross footbridge**, proceed down the circular steps. At bottom of stairs, **turn left** heading up stream on the C&O Canal towpath. **Right** on Millers Sawmill Road. **Left** on Harpers Ferry Road. **Right** on Branch Avenue. **Left** on Rodman Avenue. Cross MD-34 onto Richardson Avenue. **Right** on Mumma Farm Lane. **Right** on Smoketown Road. **Left** on Cornfield Avenue. **Left** on Dunker Church Road. **Left** on MD-65 (Sharpsburg Pike). **Right** on W Chapline Street. **Left** on Potomac Street. **Right** on MD-34. Cross the Rumsey Bridge over the Potomac River into West Virginia. Follow the cones to an asphalt path leading into Shepherd University's Ram Stadium and Finish Line at the 50 yard line.

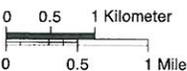
Full Marathon Finish - 50 yd line

Wellness Center (Friday Expo)

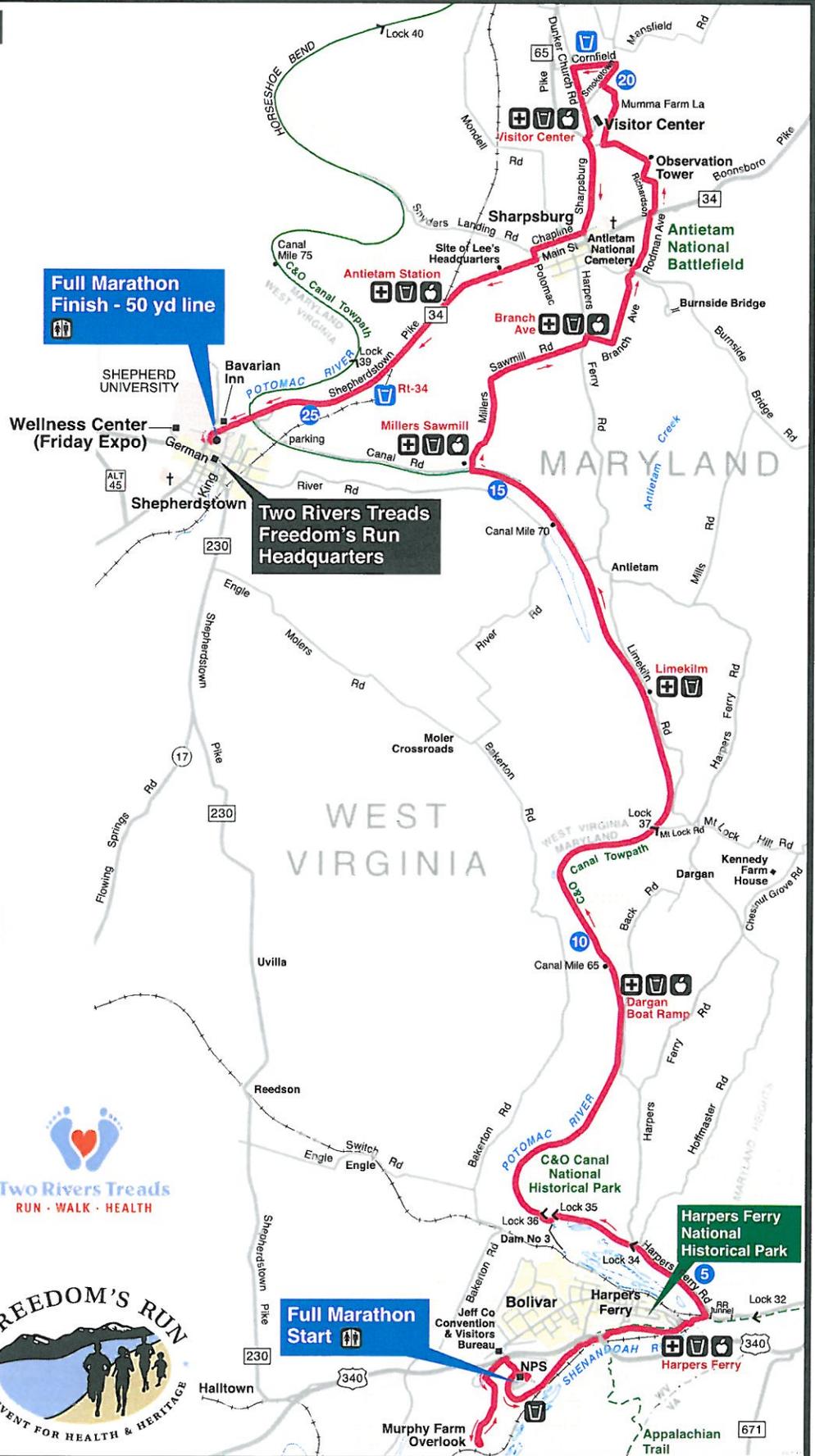
Two Rivers Treads Freedom's Run Headquarters

Legend

-  Full marathon route
-  Medical station
-  Portable toilets
-  Station Name in red
Water, electrolyte, and portable toilets
-  Water ONLY
-  Food station
-  Full marathon mile marker



Cartography by Lori Simmons
MapMaker3@comcast.net



DRAFT MINUTES
SHEPHERDSTOWN, WEST VIRGINIA
WATER & SANITARY BOARDS
June 27, 2019

Attendees: **Water Board** – J. Auxer, J. Bresland, J. Ford, M. Godfrey
 Sanitary Board – J. Auxer, H. Heyser, R. Keller
 Town Staff – F. Welch, C. Coe

Visitors: Mark Everhart
 Monica Whyte (WV Bureau for Public Health)

1. **CALL TO ORDER.** The Water and Sanitary Boards meeting was called to order by J. Auxer at 1:02 pm at Town Hall in Shepherdstown, West Virginia.

2. **MINUTES FROM PRIOR MEETING.** The draft minutes of the May 23, 2019 regular meeting were reviewed and approved with changes to reflect the following comments:
 - H. Heyser re para 7: Items are not New Business, should be included as Unfinished Business.
 - H. Heyser re para 7.d: Does not reflect that fact that the board inquired as to whether or not the consulting engineer had reviewed and approved of the application, which he did.
 - H. Heyser re para 8: What is the location of the local residence being discussed? FW stated that it was on Rt 480 next to the football field. H. H. requested that a clarification be added.

3. **VISITORS.** No visitor comments.

4. **PUBLIC HEARING.** Source Water Protection Plan update to implement the recommended alternative.
 - C. Coe stated the the consulting engineer has created the 2019 Source Water Protection plan (by updating the 2016 plan) as required and that it will be submitted to the WV Bureau for Public Health for approval on or before July 1. The only significant update is the specification of Town Run as our secondary water source.
 - M. Whyte gave an overview of the plan's generic goals.
 - J. Auxer and M. Whyte discussed the possibility of obtaining a grant to pay for a generator for the water plant.
 - C. Coe explained the J. Bresland will be taking M. Whyte's place as a member of the Source Water Protection team.

5. **FINANCIAL STATEMENTS FOR JULY 1, 2018 – MAY 31, 2019.**
 - H. Heyser commented that the net income was significantly over budget for water. J. Auxer stated that the expenses were not as high as budgeted because we were not as far along with the new water plant project as we had expected to be.
 - H. Heyser noted that the Sewer Plant Maintenance item was significantly over budget. F. Welch explained the spending on membranes has greatly exceeded what was budgeted. B. Keller

suggested that the budget process take into account expected purchases of membranes in the future and that we also budget for other maintenance items, such as pumps, computers, etc.

6. FLOW AND QUALITY REPORTS.

B. Keller stated that he had heard that we found an instance of water intrusion into a sewer line and asked for an explanation. F. Welch explained that the New St. project had found an instance of Town Run water running into a sewer line.

7. UNFINISHED BUSINESS.

7.a **SEWER USE ORDINANCE – REVIEW/COMMENTS.** Awaiting additional information from the State Health Department. J. Auxer suggested that the Sewer Board have a special meeting re this topic to be held immediately following next month's Water/Sewer boards meeting (July 25, 2:00 PM). There was general agreement.

7.b **APPLICATION #011-18 – ROCS – APPLICATION TO EXTEND WATER AND SEWER MAINS – STEP II – NEED ALTERNATE MAILINE EXTENSION.**

F. Welch stated that our consulting engineer had reviewed the application and suggested several changes, all of which were agreed to by ROCS.

There was a general discussion of exactly how the pump upgrade required by this project and the project mentioned in 7.d below would be paid for. Of special concern was whether or not the Town would pay for any portion of that upgrade. F. Welch stated that our lawyer was working on several contract options that addressed this issue and it was generally agreed that this issue could be addressed when those options were reviewed.

ACTION ITEM: J. AUXER MOVED, THAT, BASED ON THE RECOMMENDATION OF OUR CONSULTING ENGINEER AND STAFF, THE SANITARY BOARD APPROVE STEP II OF THE CONSTRUCTION DOCUMENTS. J. AUXER AND H. HEYSER APPROVED. B. KELLER ABSTAINED.

ACTION ITEM: J. FORD MOVED, THAT, BASED ON THE RECOMMENDATION OF OUR CONSULTING ENGINEER AND STAFF, THE WATER BOARD APPROVE STEP II OF THE CONSTRUCTION DOCUMENTS. J. AUXER, J. FORD AND M. GODFREY APPROVED. J. BRESLAND ABSTAINED.

7.c **APPLICATION #002-19 – DAN RYAN BUILDERS – APPLICATION TO EXTEND WATER AND SEWER MAINS – STEP II.** No new action on this item.

7.d **APPLICATION #003-19 – WVU MEDICAL BUILDING – STEP II – HEALTH DEPT. APPROVED – NEED ALTERNATE MAINLINE EXTENSION.** No new action on this item.

7.e **GENESIS (RT. 480) – NEED APPROVAL FOR 1-YEAR EXTENSION.**

ACTION ITEM: H. HEYSER MOVED, THAT IF THERE ARE NO OBJECTIONS, THE SANITARY BOARD RECOMMEND RENEWAL OF THE CAPACITY LETTER PER STAFF RECOMMENDATION. THE MOTION WAS APPROVED WITHOUT OBJECTION.

ACTION ITEM: M. GODFREY MOVED, THAT IF THERE ARE NO OBJECTIONS, THE WATER BOARD RECOMMEND RENEWAL OF THE CAPACITY LETTER PER STAFF RECOMMENDATION. THE MOTION WAS APPROVED WITHOUT OBJECTION.

7.f **APPROVAL BY STAFF FOR EXTENSION LETTERS ON PROJECTS.** F. Welch suggested that the staff be authorized to approve extensions such as the one requested in item 7.e above. H. Heyser

commented that it is actually a good thing for the boards to hear about these issues on an annual basis and there was general agreement.

8. **MAYOR'S REPORT.** J. Auxer stated that, per S. Kemnitzer's request, the Water Improvement Project will be on the agenda going forward.
9. **NEXT MEETING DATE.** July 25, 1:00 pm at Town Hall.
10. **ADJOURNMENT.** J. Auxer adjourned the meeting at 2:40 pm.

Respectfully submitted, J. Ford

