



City of Elkins

Sanitary Board

November 18, 2024

10:00 AM

Phil Gainer Community Center
142 Robert E Lee Ave. Ext.

Meets every 3rd Monday of the month

AGENDA

1. **Call to order and roll call**
2. **Public comment**
3. **Minutes**
 - a. Proposed minutes for the meeting of October 21, 2024
4. **Reports**
 - a. Wastewater Superintendent/Chief Operator
 - b. Wastewater Collection Supervisor
 - c. Financial Statements as of October 31, 2024
5. **Unfinished business**
6. **New business**
 - a. Approval of Sewer Invoices
 - b. Reimbursement for Sewer Damages at 1210 S. Davis Ave
 - c. Reimbursement for Sewer Damages at 929 S. Davis Ave
 - d. Griffith & Associates PLCC Agreements: Rule 42-Sewer Rate Analysis/Study and Preliminary Project Planning AND Sewer Class Cost of Service Study (CCOS)
 - e. Personnel Issue In Wastewater Department
7. **Announcements**
8. **Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 18, 2024
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of October 21, 2024
Recommended By:	Whitney L. Hymes - Wastewater Superintendent/Chief Operator
Summary:	Approval of minutes for the October 21, 2024, Sanitary Board Meeting.
Fiscal Impact:	N/A
Recommendation:	Consider for Approval
Attachments:	1. Sanitary Board - 2024_10_21 - Minutes

SANITARY BOARD REGULAR MEETING MINUTES

***142 Robert E Lee Avenue
Phil Gainer Center
October 21, 2024
10:00 a.m.***

Present were Committee Members: Jerry Marco (Chair), Richard Carr, and Randall Biller

Also attending: Whitney Hymes (Wastewater Chief Operator), Mark Hartley (Wastewater Collection Supervisor), Tracy Judy (Treasurer), and Gerry Roberts (City Attorney), Melissa Washington (Director of Human Resources), and Jasmine Mallow (Wastewater Administrative Assistant) were also present.

MINUTES

Randall Biller, **MOVED APPROVAL OF THE MINUTES OF THE AUGUST 19, 2024, MEETING.** The motion carried.

REPORTS

Whitney Hymes, Wastewater Superintendent/Chief Operator, provided a report for the months of August and September 2024.

Mark Hartley, Wastewater Collection Supervisor, provided a report for the months of August and September 2024.

Tracy Judy, City Treasurer, provided financial reports for the months of August 31, 2024 and September 30, 2024.

NEW BUSINESS

Richard Carr, **MOVED APPROVAL OF SEWER INVOICES.** The motion carried.

Considerations of Insurance Claim at 310 South Randolph Avenue- No action taken. Moved to future meeting.

Jerry Marco, **MOVED APPROVAL OF THE ADOPTION OF CITY OF ELKINS PERSONNEL MANUAL.** The motion carried.

Jerry Marco, **MOVED APPROVAL OF FRAMEWORK FOR WASTEWATER SUPERINTENDENT/CHIEF OPERATOR COMPENSATION ADJUSTMENT.** The motion carried.

The meeting adjourned at 10:32 a.m.

The foregoing minutes were approved at the meeting of _____, 2024 Sanitary Board meeting.

Name & Title

Signature

CITY OF ELKINS-SANITARY BOARD

WASTEWATER SUPERINTENDENT/CHIEF OPERATOR REPORT

Date: November 18, 2024

Time: 10:00AM

Report Presented By: Whitney Hymes-Wastewater Superintendent/Chief Operator

11TH STREET LINE RELOCATION

- Advertisement for BIDS were published on June 5th and June 12th
- BID Opening was on July 10, 2024 @ 2:00PM at Elkins City Hall 2nd Floor Council Chambers.
- BID tabulation is as follows:
 - Hulls's Contracting Inc. **Total BID= \$134,800.00**
 - Green River Group, LLC **Total BID=\$138,435.00**
 - Doss Enterprises LC **Total BID=\$170,000.00**
 - Polino Contracting, Inc **Total BID=\$189,603.00**
- All work summarized shall be substantially complete within sixty (60) calendar days after the date when the contract times commence to run.
- Resolution 1777: Accepted a bid for relocation of a sanitary sewer line near Eleventh Street (Approved at City Council Meeting on 8/1/2024). Notice to Proceed and Agreements have been provided for signature.
- **UPDATE (9/9/2024)**
Notice to Proceed and Agreement States that Hull's Contracting can begin construction on October 1, 2024.
- **UPDATE (10/21/2024)**
Construction was delayed due to availability and receipt of materials. Hulls Contracting has immobilized the week of October 14, 2024. A kickoff meeting was held on October 18, 2024 (Friday) between Hulls Contracting, CEC, and the City of Elkins to discuss plans and operations. Construction is set to begin on October 21, 2024 (Monday). Contractor will be working on the 11th Street Project and Wastewater Dumping Station simultaneously.
- **UPDATE (11/13/2024)**
Hull's Contracting is 75% completed and expected to complete work this week (11/15/2024). The mandrel test on 11/12/2024 showed no deflections in installed pipe. Inspection of current job is satisfactory.

DUMP STATION CONSTRUCTION

- Advertisement for BIDS were published on June 7th and June 14th
- BID opening was on July 10, 2024 @ 3:00PM at Elkins City Hall 2nd Floor Council Chambers
- BID tabulation is as follows:
 - Hulls' Contracting Inc.
Total BID: \$268,500.00
Deductive Alternative #1: \$5,000
Deductive Alternative #2: \$60,000
 - Green River Group, LLC
Total BID: \$392,000
Deductive Alternative #1: \$15,000
Deductive Alternative #2: \$62,000
 - Polino Contracting, Inc
Total BID: \$396,921.00
Deductive Alternative #1: \$12,517.00
Deductive Alternative #2: \$58,240.00
- All work summarized shall be substantially complete within sixty (60) calendar days after the date when the contract times commence to run.
- July 15, 2024 Sanitary Board Agenda moved to review funding and revisit at 8/19/2024 meeting.
- Funding Sources
 - \$120,277.89 ARPA Funding
 - \$123,928.04 Loan Reserve
 - TOTAL Funding: \$244,205.93 [Short \$24,294.07]
 - Options for Additional Funding and Construction
 - Depreciation Fund and Sanitary Budget
 - 7/30/24-Depreciation Account has \$230,470.42. \$6,250 is placed in account monthly. Approximately \$21,573.57 will be out of Depreciation account for equipment repairs in the next month.
 - Electrical installation paid from regular sanitary budget
 - 200amp service (required)=\$2,500-\$5,000
 - 480V 3Phase service (future development) =\$15,000
- **UPDATE (9/9/2024)**
 - Notice to Proceed and Agreement was supplied to contractor Hull's Contractor. Waiting to receive start date from contractor.
 - Randolph County Commission declined (3rd decline) agenda addition request for funding.
- **UPDATE (10/21/2024)**
 - Notice to Proceed was issued for November 1, 2024 (Friday) to Hulls Contracting. Contractor will be working on the 11th Street Project and Wastewater Dumping Station simultaneously. Electric installation to site that is responsibility of the City of Elkins has been installed and is ready for access.
- **UPDATE (11/13/2024)**
 - Hull's Contracting moved equipment to site (5 Riverbend Park-Wastewater Plan) on 11/13/2024. Preparing to begin work.



GEORGETOWN SEWER LINE EXTENSION

- Procurement for Engineering Services was sent on June 5, 2024.
- Deadline to submit requested information is June 26, 2024 @ 3:00PM
- Committee selected for review of firms-Whitney Hymes, Randall Biller, Rich Carr, and Jasmine Mallow
- Engineering Interviews on 8/8/2024: CEC was the highest scoring engineering firm
- **UPDATE (9/9/2024)**
Engineering Agreement was signed on 8/22/2024.
- **Update (10/21/2024)**
CEC is in the process of developing the Preliminary Engineering Report (PER)
- **NO UPDATES AS OF 11/13/2024**

WASTEATER COLLECTION STORAGE BUILDING

- 1st Reading occurred on 1/18/2024 Council Meeting
- 2nd Reading occurred on 2/15/2024 Council Meeting
- 3rd Reading occurred on 3/21/2024 Council Meeting
- Notice to Proceed was given on 5/3/2024
- Notice of Award and Agreement was signed by Lee Reger Builds, Inc on 5/13/2024
- Meeting with Lee Reger Builds, LLC on 5/20/2024
- Start date of construction is 6/17/2024
- Materials delivered to 31 Jones Ave-waiting approval from Fire Marshall to proceed with construction.
- All work summarized shall be substantially complete within sixty (90) calendar days after the date when the contract times commence to run.
- Lee Reger Builds, Inc still waiting on approval from Fire Marshall
- **UPDATE (9/21/2024)**
Lee Reger Builds, Inc received documentation from Fire Marshall on 9/4/2024. City Code Enforcement Officer/Building Inspector stated work could start immediately. Contractor stated work should begin the week of 9/9/2024.
- **UPDATE (10/21/2024)**
Construction on Wastewater Collection Building has begun. Structure is under roof with concrete floor poured. While Lee Reger LLC continues construction, the City of Elkins has began installing electrical and heating components.
- **UPDATE (11/13/2024)**
Wastewater Collection Building is complete. Final payment invoice issued on 10/22/2024. Work from Lee Reger Builds is satisfactory.

CONSENT DECREE/LTCP UPDATES

- Teams meeting on 11/1/2024 between Armando Benincasa (Steptoe & Johnson PLLC), Mike Davis (Burgess & Niple), and Whitney Hymes (Elkins Wastewater Superintendent/Chief Operator). No contact or word from EPA on status of LTCP or Consent Decree. Decision was to wait until the first of the year and reconvene for discussion on plan of action.



FY 2025 BUDGET CONTROL REPORT

Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	Total
	\$281,446.53	\$262,524.76	\$243,041.16	\$280,619.42									\$84,393.34	\$1,067,631.87
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$267,166.54	\$242,266.86	\$269,123.07	\$204,682.06										\$983,238.53

Bank Balance as of 10/31/2024: \$155,351.48

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

401-SEWER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 33.33

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	22,000	2,951.39	0.00	11,055.20	0.00	10,944.80	50.25
CHARGES FOR SERVICES	2,878,000	269,371.13	0.00	1,010,246.80	0.00	1,867,753.20	35.10
MISCELLANEOUS REVENUE	190,000	8,296.90	0.00	46,329.87	0.00	143,670.13	24.38
TOTAL REVENUE	3,090,000	280,619.42	0.00	1,067,631.87	0.00	2,022,368.13	34.55
<u>EXPENDITURE SUMMARY</u>							
CSO	47,690	2,610.80	0.00	9,753.15	0.00	37,936.85	20.45
CSO-OTHER	165,483	13,451.83	0.00	47,505.93	0.00	117,977.07	28.71
SEWER COLLECTION	1,010,573	65,518.99	0.00	318,006.77	0.00	692,566.23	31.47
SEWER TREATMENT	1,312,380	96,190.17	0.00	459,482.73	0.00	852,897.27	35.01
UTILITY BILLING	35,115	2,218.11	0.00	9,050.15	0.00	26,064.85	25.77
ADMIN & GENERAL	518,759	24,692.16	0.00	143,439.80	0.00	375,319.20	27.65
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	3,090,000	204,682.06	0.00	987,238.53	0.00	2,102,761.47	31.95
REVENUE OVER/(UNDER) EXPENDITURES	0	75,937.36	0.00	80,393.34	0.00	(80,393.34)	0.00

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

401-SEWER FUND

% OF YEAR COMPLETED: 33.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
TAXES							
401-000-302-0000 Penalty Income	22,000	2,951.39	0.00	11,055.20	0.00	10,944.80	50.25
TOTAL TAXES	22,000	2,951.39	0.00	11,055.20	0.00	10,944.80	50.25
CHARGES FOR SERVICES							
401-000-361-0000 Metered Sales to Res Cu	1,350,000	122,500.35	0.00	464,998.86	0.00	885,001.14	34.44
401-000-361-0001 Metered Sales to Comm C	1,050,000	105,573.35	0.00	384,421.07	0.00	665,578.93	36.61
401-000-361-0002 Unmetered Sales to Res	18,000	1,359.38	0.00	5,109.33	0.00	12,890.67	28.39
401-000-361-0003 Taps & Connections	10,000	0.00	0.00	750.00	0.00	9,250.00	7.50
401-000-361-0004 Services to Other Syste	450,000	39,938.05	0.00	154,967.54	0.00	295,032.46	34.44
TOTAL CHARGES FOR SERVICES	2,878,000	269,371.13	0.00	1,010,246.80	0.00	1,867,753.20	35.10
MISCELLANEOUS REVENUE							
401-000-380-0000 Interest Earned	7,000	701.86	0.00	2,799.74	0.00	4,200.26	40.00
401-000-381-0000 Reimbursements	3,000	405.01	0.00	1,730.35	0.00	1,269.65	57.68
401-000-382-0000 Refunds & Rebates	5,000	0.00	0.00	0.00	0.00	5,000.00	0.00
401-000-383-0000 Sale Of Fixed Asset	0	0.00	0.00	0.00	0.00	0.00	0.00
401-000-386-0000 Insurance Claims	0	0.00	0.00	0.00	0.00	0.00	0.00
401-000-399-0000 Miscellaneous	5,000	713.73	0.00	4,551.28	0.00	448.72	91.03
401-000-399-0001 Lab Analysis Services	170,000	6,476.30	0.00	37,248.50	0.00	132,751.50	21.91
TOTAL MISCELLANEOUS REVENUE	190,000	8,296.90	0.00	46,329.87	0.00	143,670.13	24.38
TOTAL REVENUE	3,090,000	280,619.42	0.00	1,067,631.87	0.00	2,022,368.13	34.55

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

401-SEWER FUND
CSO

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-509-103-0000 Salaries & Wages	17,300	1,815.41	0.00	6,654.02	0.00	10,645.98	38.46
401-509-104-0000 FICA Tax	1,180	194.92	0.00	552.23	0.00	627.77	46.80
401-509-105-0000 Group Health Insurance	7,330	437.08	0.00	1,826.05	0.00	5,503.95	24.91
401-509-106-0000 Retirement	1,710	163.39	0.00	598.88	0.00	1,111.12	35.02
401-509-108-0000 Overtime/Extra Help	1,670	0.00	0.00	0.00	0.00	1,670.00	0.00
TOTAL PERSONAL SERVICES	29,190	2,610.80	0.00	9,631.18	0.00	19,558.82	32.99
<u>CONTRACTUAL SERVICES</u>							
401-509-216-0000 Maint of CSO Equipment	10,000	0.00	0.00	29.99	0.00	9,970.01	0.30
401-509-217-0000 Maint Repair Autos & Tr	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
TOTAL CONTRACTUAL SERVICES	11,000	0.00	0.00	29.99	0.00	10,970.01	0.27
<u>COMMODITIES</u>							
401-509-341-0000 Supplies & Materials	6,000	0.00	0.00	91.98	0.00	5,908.02	1.53
401-509-343-0000 Automobile Supplies	1,500	0.00	0.00	0.00	0.00	1,500.00	0.00
TOTAL COMMODITIES	7,500	0.00	0.00	91.98	0.00	7,408.02	1.23
TOTAL CSO	47,690	2,610.80	0.00	9,753.15	0.00	37,936.85	20.45

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

401-SEWER FUND
CSO-OTHER

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-510-103-0000 Salaries & Wages	108,100	9,867.70	0.00	32,942.25	0.00	75,157.75	30.47
401-510-104-0000 FICA Tax	9,033	1,083.71	0.00	2,997.60	0.00	6,035.40	33.18
401-510-105-0000 Group Health Insurance	28,550	1,613.94	0.00	6,214.47	0.00	22,335.53	21.77
401-510-106-0000 Retirement	9,800	792.87	0.00	2,902.98	0.00	6,897.02	29.62
401-510-108-0000 Overtime/Extra Help	10,000	93.61	0.00	2,448.63	0.00	7,551.37	24.49
TOTAL PERSONAL SERVICES	165,483	13,451.83	0.00	47,505.93	0.00	117,977.07	28.71
TOTAL CSO-OTHER	165,483	13,451.83	0.00	47,505.93	0.00	117,977.07	28.71

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

401-SEWER FUND
SEWER COLLECTION

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-511-103-0000 Salaries & Wages	108,100	9,867.80	0.00	32,942.54	0.00	75,157.46	30.47
401-511-104-0000 FICA Tax	9,033	1,083.65	0.00	2,997.51	0.00	6,035.49	33.18
401-511-105-0000 Group Health Insurance	28,550	1,978.10	0.00	17,271.15	0.00	11,278.85	60.49
401-511-106-0000 Retirement	9,800	792.84	0.00	2,902.97	0.00	6,897.03	29.62
401-511-108-0000 Overtime/Extra Help	10,000	93.64	0.00	2,448.91	0.00	7,551.09	24.49
TOTAL PERSONAL SERVICES	165,483	13,816.03	0.00	58,563.08	0.00	106,919.92	35.39
<u>CONTRACTUAL SERVICES</u>							
401-511-211-0000 Telephone	3,000	0.00	0.00	751.64	0.00	2,248.36	25.05
401-511-213-0000 Utilities/Purchased Pow	105,000	6,537.28	0.00	26,240.05	0.00	78,759.95	24.99
401-511-214-0000 Travel	1,000	165.49	0.00	165.49	0.00	834.51	16.55
401-511-215-0002 Stormwater Supplies	1,000	0.00	0.00	1,197.95	0.00	197.95	119.80
401-511-216-0000 Maint Pumping Equipment	15,000	0.00	0.00	21,665.72	0.00	6,665.72	144.44
401-511-216-0001 Maint Structures/Improv	25,000	0.00	0.00	380.78	0.00	24,619.22	1.52
401-511-217-0000 Maint Repair Autos & T	20,000	186.00	0.00	894.95	0.00	19,105.05	4.47
401-511-221-0000 Training & Education	1,500	0.00	0.00	0.00	0.00	1,500.00	0.00
401-511-222-0000 Dues & Subscriptions	1,000	0.00	0.00	915.87	0.00	84.13	91.59
401-511-230-0000 Contracted Services	10,000	0.00	0.00	447.93	0.00	9,552.07	4.48
401-511-240-0000 Refunds & Reimbursement	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
TOTAL CONTRACTUAL SERVICES	183,500	6,888.77	0.00	52,660.38	0.00	130,839.62	28.70
<u>COMMODITIES</u>							
401-511-341-0000 Supplies & Materials	40,000	2,046.44	0.00	13,840.43	0.00	26,159.57	34.60
401-511-343-0000 Automobile Supplies	20,000	0.00	0.00	4,316.12	0.00	15,683.88	21.58
401-511-345-0000 Uniforms	5,100	0.00	0.00	1,255.28	0.00	3,844.72	24.61
401-511-399-0000 Miscellaneous	10,000	100.00	0.00	829.65	0.00	9,170.35	8.30
TOTAL COMMODITIES	75,100	2,146.44	0.00	20,241.48	0.00	54,858.52	26.95
<u>CAPITAL OUTLAY</u>							
401-511-458-0000 Bond Payable S-1-09-A-R	33,965	2,830.41	0.00	11,321.64	0.00	22,643.36	33.33
401-511-458-0001 Bond Payable S-1-15-A-R	87,233	7,269.39	0.00	29,077.56	0.00	58,155.44	33.33
401-511-458-0003 Bond Payable S-1-20-A-R	321,412	26,784.32	0.00	107,137.28	0.00	214,274.72	33.33
401-511-458-0004 Bond Payable S-2-20-A-R	31,442	2,620.15	0.00	10,480.60	0.00	20,961.40	33.33
401-511-459-0000 2018 Van & Sewera Camer	27,360	0.00	0.00	9,146.21	0.00	18,213.79	33.43
401-511-459-0001 2021 Ford F-150	6,758	326.89	0.00	2,016.37	0.00	4,741.63	29.84
401-511-459-0002 Capital Outlay	0	0.00	0.00	0.00	0.00	0.00	0.00
401-511-459-0003 900 ECO Cleaner	42,600	0.00	0.00	14,163.80	0.00	28,436.20	33.25
401-511-459-0004 Wastewater Garage	18,720	2,836.59	0.00	2,867.86	0.00	15,852.14	15.32
TOTAL CAPITAL OUTLAY	569,490	42,667.75	0.00	186,211.32	0.00	383,278.68	32.70
<u>OTHER EXPENDITURES</u>							
401-511-670-0000 Interest & Penalties	17,000	0.00	0.00	330.51	0.00	16,669.49	1.94
TOTAL OTHER EXPENDITURES	17,000	0.00	0.00	330.51	0.00	16,669.49	1.94
TOTAL SEWER COLLECTION	1,010,573	65,518.99	0.00	318,006.77	0.00	692,566.23	31.47

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

401-SEWER FUND
SEWER TREATMENT

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-512-103-0000 Salaries & Wages	231,700	21,277.62	0.00	80,178.57	0.00	151,521.43	34.60
401-512-104-0000 FICA Tax	15,300	2,371.21	0.00	6,834.80	0.00	8,465.20	44.67
401-512-105-0000 Group Health Insurance	58,800	2,543.67	0.00	23,638.31	0.00	35,161.69	40.20
401-512-106-0000 Retirement	19,700	1,743.73	0.00	6,498.92	0.00	13,201.08	32.99
401-512-108-0000 Overtime/Extra Help	15,000	248.22	0.00	830.84	0.00	14,169.16	5.54
TOTAL PERSONAL SERVICES	340,500	28,184.45	0.00	117,981.44	0.00	222,518.56	34.65
<u>CONTRACTUAL SERVICES</u>							
401-512-211-0000 Telephone	2,160	0.00	0.00	648.53	0.00	1,511.47	30.02
401-512-213-0000 Utilities/Purchased Pow	180,000	14,343.87	0.00	62,228.31	0.00	117,771.69	34.57
401-512-214-0000 Travel	2,500	0.00	0.00	0.00	0.00	2,500.00	0.00
401-512-215-0000 Maint of Bldgs & Ground	3,051	0.00	0.00	122.90	0.00	2,928.10	4.03
401-512-216-0000 Maint Treat/Disp System	50,000	0.00	0.00	20,035.86	0.00	29,964.14	40.07
401-512-216-0001 Maint Structures/Improv	20,000	0.00	0.00	5,828.76	0.00	14,171.24	29.14
401-512-217-0000 Maint Repair Autos & Tr	10,000	0.00	0.00	3,000.00	0.00	7,000.00	30.00
401-512-218-0000 Postage	100	0.00	0.00	0.00	0.00	100.00	0.00
401-512-220-0000 Advertising	200	0.00	0.00	375.00	0.00	175.00	187.50
401-512-221-0000 Training & Education	2,000	0.00	0.00	0.00	0.00	2,000.00	0.00
401-512-222-0000 Dues & Subscriptions	2,000	0.00	0.00	915.86	0.00	1,084.14	45.79
401-512-230-0000 Contracted Services	40,000	5,000.00	0.00	38,721.06	0.00	1,278.94	96.80
TOTAL CONTRACTUAL SERVICES	312,011	19,343.87	0.00	131,876.28	0.00	180,134.72	42.27
<u>COMMODITIES</u>							
401-512-341-0000 Supplies & Materials	20,000	39.23	0.00	4,135.21	0.00	15,864.79	20.68
401-512-341-0001 Supplies & Mats Chemi	30,000	0.00	0.00	2,416.88	0.00	27,583.12	8.06
401-512-341-0002 Purification Supplies	5,000	0.00	0.00	0.00	0.00	5,000.00	0.00
401-512-343-0000 Automobile Supplies	12,000	0.00	0.00	1,741.04	0.00	10,258.96	14.51
401-512-345-0000 Uniforms	5,000	0.00	0.00	1,099.12	0.00	3,900.88	21.98
401-512-399-0000 Miscellaneous	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMODITIES	72,000	39.23	0.00	9,392.25	0.00	62,607.75	13.04
<u>CAPITAL OUTLAY</u>							
401-512-459-0000 Bond Payable S-1-06-A-R	563,268	46,939.02	0.00	187,756.08	0.00	375,511.92	33.33
401-512-459-0001 Bond Payable S-1-86-B-R	12,962	1,080.16	0.00	4,320.64	0.00	8,641.36	33.33
401-512-459-0002 Ford F-350	6,639	307.09	0.00	1,966.72	0.00	4,672.28	29.62
401-512-459-0003 Sewer Areation Equipmen	0	0.00	0.00	0.00	0.00	0.00	0.00
401-512-459-0005 Capital Outlay	0	0.00	0.00	0.00	0.00	0.00	0.00
401-512-459-0006 CIP WTP Garage	0	296.35	0.00	414.92	0.00	414.92	0.00
TOTAL CAPITAL OUTLAY	582,869	48,622.62	0.00	194,458.36	0.00	388,410.64	33.36
<u>OTHER EXPENDITURES</u>							
401-512-670-0000 Interest & Penalties	5,000	0.00	0.00	5,774.40	0.00	774.40	115.49
TOTAL OTHER EXPENDITURES	5,000	0.00	0.00	5,774.40	0.00	774.40	115.49
TOTAL SEWER TREATMENT	1,312,380	96,190.17	0.00	459,482.73	0.00	852,897.27	35.01

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

401-SEWER FUND
UTILITY BILLING

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-513-103-0000 Salaries & Wages	22,190	1,353.77	0.00	4,943.66	0.00	17,246.34	22.28
401-513-104-0000 FICA Tax	1,375	136.10	0.00	376.63	0.00	998.37	27.39
401-513-105-0000 Group Health Insurance	5,750	462.99	0.00	1,851.99	0.00	3,898.01	32.21
401-513-106-0000 Retirement	2,000	133.68	0.00	473.99	0.00	1,526.01	23.70
401-513-108-0000 Overtime/ Extra Help	600	131.57	0.00	322.62	0.00	277.38	53.77
TOTAL PERSONAL SERVICES	31,915	2,218.11	0.00	7,968.89	0.00	23,946.11	24.97
<u>CONTRACTUAL SERVICES</u>							
401-513-214-0000 Travel	200	0.00	0.00	0.00	0.00	200.00	0.00
TOTAL CONTRACTUAL SERVICES	200	0.00	0.00	0.00	0.00	200.00	0.00
<u>COMMODITIES</u>							
401-513-341-0000 Supplies & Materials	3,000	0.00	0.00	1,081.26	0.00	1,918.74	36.04
TOTAL COMMODITIES	3,000	0.00	0.00	1,081.26	0.00	1,918.74	36.04
TOTAL UTILITY BILLING	35,115	2,218.11	0.00	9,050.15	0.00	26,064.85	25.77

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: OCTOBER 31ST, 2024

401-SEWER FUND
ADMIN & GENERAL

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-514-103-0000 Salaries & Wages	70,550	375.00	0.00	1,500.00	0.00	69,050.00	2.13
401-514-104-0000 FICA Tax	4,325	28.69	0.00	114.72	0.00	4,210.28	2.65
401-514-105-0000 Group Health Insurance	100	4.63	0.00	518.35	0.00	418.35	518.35
401-514-106-0000 Retirement	6,200	9.00	0.00	36.00	0.00	6,164.00	0.58
401-514-108-0000 Overtime/Extra Help	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONAL SERVICES	81,175	417.32	0.00	2,169.07	0.00	79,005.93	2.67
<u>CONTRACTUAL SERVICES</u>							
401-514-218-0000 Postage	9,500	772.74	0.00	3,142.24	0.00	6,357.76	33.08
401-514-220-0000 Advertising	0	0.00	0.00	59.50	0.00	59.50	0.00
401-514-223-0000 Professional Services	25,000	828.00	0.00	10,624.96	0.00	14,375.04	42.50
401-514-226-0000 Insurance & Bonds	10,000	3,404.54	0.00	6,206.45	0.00	3,793.55	62.06
401-514-226-0001 Insurances & Bonds/GL	38,000	0.00	0.00	18,643.84	0.00	19,356.16	49.06
401-514-230-0000 Contracted Services	15,000	0.00	0.00	745.96	0.00	14,254.04	4.97
401-514-230-0001 Cont Serv/Consent Decre	10,000	0.00	0.00	0.00	0.00	10,000.00	0.00
401-514-232-0000 Bank Charges	50	0.00	0.00	0.00	0.00	50.00	0.00
TOTAL CONTRACTUAL SERVICES	107,550	5,005.28	0.00	39,422.95	0.00	68,127.05	36.66
<u>COMMODITIES</u>							
401-514-341-0000 Supplies & Materials	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
401-514-348-0000 Charges by Other Funds	49,034	0.00	0.00	16,344.52	0.00	32,689.48	33.33
401-514-353-0000 Computer Software	10,000	0.00	0.00	58.86	0.00	10,058.86	0.59
401-514-399-0000 Miscellaneous Expenses	1,000	104.72	0.00	468.59	0.00	531.41	46.86
TOTAL COMMODITIES	61,034	104.72	0.00	16,754.25	0.00	44,279.75	27.45
<u>CAPITAL OUTLAY</u>							
401-514-465-0000 Depreciation Expense	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER EXPENDITURES</u>							
401-514-568-0000 Transfers	0	0.00	0.00	0.00	0.00	0.00	0.00
401-514-670-0000 Interest & Penalties	500	0.00	0.00	0.00	0.00	500.00	0.00
401-514-676-0000 Regulatory Commission	12,000	0.00	0.00	6,757.88	0.00	5,242.12	56.32
401-514-677-0000 R & R Requirement	76,500	6,010.96	0.00	25,720.13	0.00	50,779.87	33.62
401-514-677-0001 SB234 Requirement	180,000	13,153.88	0.00	52,615.52	0.00	127,384.48	29.23
TOTAL OTHER EXPENDITURES	269,000	19,164.84	0.00	85,093.53	0.00	183,906.47	31.63
TOTAL ADMIN & GENERAL	518,759	24,692.16	0.00	143,439.80	0.00	375,319.20	27.65

401-SEWER FUND
CAPITAL OUTLAY

% OF YEAR COMPLETED: 33.33

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>CONTRACTUAL SERVICES</u>							
401-515-216-0000 Depreciation Acc Mtn Tr	0	0.00	0.00	0.00	0.00	0.00	0.00
401-515-216-0001 Depreciation Acct Mnt/	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	3,090,000	204,682.06	0.00	987,238.53	0.00	2,102,761.47	31.95
REVENUE OVER/(UNDER) EXPENDITURES	0	75,937.36	0.00	80,393.34	0.00	(80,393.34)	0.00



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 18, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Approval of Sewer Invoices
Recommended By:	Whitney L Hymes - Wastewater Superintendent/Chief Operator
Summary:	Crim Law - Invoice #461 = \$770.00
Fiscal Impact:	Total = \$770.00
Recommendation:	Consider for Approval
Attachments:	1. CrimLawInvoice461

City of Elkins

October 2024

Sanitary Board Matters



Crim Law Office, PLLC

842 South Chestnut Street
Post Office Drawer 1920
Clarksburg, West Virginia 26302-1920
Phone: (304)918-1001
Fax: (304)918-1005
www.wvlawyers.com

City of Elkins - Sanitary Board
401 Davis Street
Elkins, WV 26241

Invoice

Invoice Number	461
Invoice Date	11/07/2024
Payment Due On	11/21/2024
Amount Due	\$770.00

City of Elkins - Sanitary Board - Municipality

Fees

Date	Description	Staff	Rate	Hours	Total
10/01/2024	Review of information concerning DMPC litigation	GSR	\$100.00	0.50	\$50.00
10/01/2024	Email from W. Hymes	GSR	\$100.00	0.10	\$10.00
10/01/2024	Email from B. Harmison	GSR	\$100.00	0.10	\$10.00
10/07/2024	Work on issue concerning catch basin in alley and conference concerning the same	GSR	\$100.00	0.60	\$60.00
10/08/2024	Email from W. Hymes	GSR	\$100.00	0.10	\$10.00
10/08/2024	Continue review of issue concerning alley catch basin and send detailed email	GSR	\$100.00	0.60	\$60.00
10/08/2024	Conference with J. Wagler	GSR	\$100.00	0.30	\$30.00
10/09/2024	Review of information concerning 310 S. Randolph	GSR	\$100.00	0.50	\$50.00
10/09/2024	Email from T. Judy	GSR	\$100.00	0.10	\$10.00
10/11/2024	Email concerning catch basin	GSR	\$100.00	0.10	\$10.00
10/11/2024	Email to T. Judy about 310 South Randolph	GSR	\$100.00	0.10	\$10.00
10/16/2024	Review of information from W. Hymes	GSR	\$100.00	0.30	\$30.00
10/17/2024	Email about Reckart Logistics	GSR	\$100.00	0.10	\$10.00
10/17/2024	Review of EPA information from W. Hymes	GSR	\$100.00	0.20	\$20.00

10/17/2024	Email to City personnel about discharge issue	GSR	\$100.00	0.10	\$10.00
10/17/2024	Email from T. Judy	GSR	\$100.00	0.10	\$10.00
10/17/2024	Email from W. Hymes	GSR	\$100.00	0.10	\$10.00
10/17/2024	Review W. Hymes emails to EPA	GSR	\$100.00	0.20	\$20.00
10/18/2024	Review of detailed information from W. Hymes about Reckart Logistics	GSR	\$100.00	0.30	\$30.00
10/18/2024	Preparation of letters for Mayor Marco on catch basin issue and email concerning the same	GSR	\$100.00	0.50	\$50.00
10/21/2024	Review of meeting packet and attend meeting of Board	GSR	\$100.00	1.10	\$110.00
10/29/2024	Receive and review agreements from M. Griffith	GSR	\$100.00	0.60	\$60.00
10/29/2024	Email forwarding agreements	GSR	\$100.00	0.10	\$10.00
10/29/2024	Email from W. Hymes	GSR	\$100.00	0.10	\$10.00
10/29/2024	Conference with M. Griffith	GSR	\$100.00	0.30	\$30.00
10/29/2024	Review of information concerning Reckert Logistics backup	GSR	\$100.00	0.30	\$30.00
10/30/2024	Conference with W. Hymes	GSR	\$100.00	0.20	\$20.00
					\$770.00

Subtotal	\$770.00
Total	\$770.00
Total Balance Due	\$770.00

Approved/Reviewed By Whitney Hymes (WWTP Superintendent/Chief Operator) on 11/12/2024

Whitney L. Hymes



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 18, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Reimbursement for Sewer Damages at 1210 S. Davis Ave
Recommended By:	Whitney L Hymes - Wastewater Superintendent/Chief Operator
Summary:	Requested reimbursement for sewage backup occurring at Big Timber (now Charm Farm) (1210 S. Davis Ave)
Fiscal Impact:	Invoice #15130=\$2,777.00 Invoice #743754=\$859.57 Invoice #0416-508936=\$93.44 Requested Labor Charge=\$2,218 Requested Waste Disposal Charge=\$130 Total Requested Reimbursement=\$6,078.01 Also requesting a two-year credit for sewer fees
Recommendation:	Consider for Approval
Attachments:	1. CharmFarmInvoice15130 2. CharmFarmInvoice743754 3. 1210 S. Davis Reciept

J.C. LUMBER COMPANY

P.O. Box 1695
Elkins, WV 26241

Invoice

Date	Invoice #
10/29/2024	15130

Bill To
THE CHARM FARM 279 WHITMAN RUN ROAD BEVERLY, WV 26253

Ship To
FOB MILL PO# Verbal - Mike

Delivery Ticket #	Terms	Ship Date	Ship Via	Lot #	Freight
		7/15/2024	Your Truck		FOB MILL
Quantity	Description			Price/M	Amount
240 bf.	2" X 8" X 12' OAK - 15 pcs.			800.00	192.00
200 bf.	4/4 X 6" HARDWOOD			500.00	100.00
700 sq. ft.	AHF ASH FLOORING			3,550.00	2,485.00
Thank you for your business.				Total	\$2,777.00

Thank You for Using America's Renewable Natural Resource

Builders Center
16012 Barbour Co. Highway
Philippi, WV 26416
(304) 457-1681

Elkins Builders Supply
#5 11th St
Elkins, WV 26241
(304) 636-2640

Builders Center
1468 Lunice Creek Hwy
Petersburg, WV 26847
(304) 257-2100

CUSTOMER NO:	JOB NO:	PURCHASE ORDER:	REFERENCE:	TERMS:	CLERK:	DATE / TIME:	PAGE NO: 1
2731	000			NET 10TH	PH	7/8/24 3:25	

Make Checks Payable to: Builders Group, Inc.
Remit To: P.O. Box 2076, Elkins, WV 26241

SOLD TO:
JC LUMBER CO
PO BOX 1695
ELKINS WV 26241

SHIP TO:

SALESPERSON: 39 PENNY HEFLIN
TAX: NTX NON TAXABLE CUSTOMER

TERMINAL: 575

304-636-1323
Your Statement is due in full by the 10th. On the 11th, a service charge of 1.5% per month will be added to your account

INVOICE: 743754

SHIPPED	ORDERED	UM	SKU	DESCRIPTION	SUGG	UNITS	PRICE	/PER	EXTENSION
22	22	EA	4834LEG	23/32 L.P LEGACY SUBFLOOR	37.59	22	36.83	/EA	810.44 CN
1	1	EA	338648	338648/80024 TWNE,NYL 18	8.19	1	7.78	/EA	7.78 CN
1	1	EA	212GCS10	2 1/2" CONSTRUCTION SCREW 10#	43.99	1	41.35	/EA	41.35 CN

REPRINT

** AMOUNT CHARGED TO STORE ACCOUNT ** 859.57

TAXABLE	0.00
NON-TAXABLE	859.57
SUB-TOTAL	859.57
TAX AMOUNT	0.00
TOTAL AMOUNT	859.57

Mike Kwashiewski
Received By

(MIKE KWASHIEWSKI)

A restocking charge applies on all returned merchandise. Returned goods must be accompanied by this invoice.
Returned goods must be in good saleable condition, and in their original carton(s). Special order items are non-refundable.



ELKINS
2043 BEVERLY PIKE
(304) 636 9295

HOURS: MONDAY-FRIDAY 7AM-6PM
SATURDAY 8AM-4PM
SUNDAY 9AM-4PM

<< DUPLICATE COPY /REPRINT >> 0416-508936

ASSOCIATE: VICTOR

07/15/24 12:30 (83)

P.O.S.#	QTY	DESCRIPTION	PRICE	EXTENDED
23000	4	30# FELT 2SQ	23.36	93.44

CODE: 0464041600-000-000	TAX EXEMPT		SUBTOTAL	93.44
JOB: MEOW	P.O. # MIKE		TAX	0.00
BIG TIMBER BREWING	Ship: OSDENE		TOTAL	\$93.44
ELKINS, WV 26241	ELKINS, WV 26241	CHARGE	93.44	
CREDIT CARD: [REDACTED]				
AUTH:113016 REF:04161803 AID:A0000000980840				

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

THECHARMFARM LLC Signature: _____

07/15/24 PAGE 1 OF 1

Table 1 Softwood Lumber Sizes

Minimum Standard dressed sizes at the time of manufacture for both unseasoned (green) and dry lumber as purchased by the U.S. Department of Commerce in Product Standard 20-70.

PRODUCT CLASSIFICATION (NORMAL SIZE)	MINIMUM DRESSED SIZE (SEE NOTE 2)		PRODUCT CLASSIFICATION (NORMAL SIZE)	MINIMUM DRESSED SIZE (SEE NOTE 2)	
	UNSEASONED	DRY		UNSEASONED	DRY
INCHES	INCHES	INCHES	INCHES	INCHES	INCHES
DIMENSION LUMBER			BOARD LUMBER		
2 X 4	1-9/16 X 3-9/16	1-1/2 X 3-1/2	1 X 4	25/32 X 3-9/16	3/4 X 3-1/2
2 X 6	1-9/16 X 5-5/8	1-1/2 X 5-1/2	1 X 6	25/32 X 5-5/8	3/4 X 5-1/2
2 X 8	1-9/16 X 7-1/2	1-1/2 X 7-1/4	1 X 8	25/32 X 7-1/2	3/4 X 7-1/4
2 X 10	1-9/16 X 9-1/2	1-1/2 X 9-1/4	1 X 10	25/32 X 9-1/2	3/4 X 9-1/4
2 X 12	1-9/16 X 11-1/2	1-1/2 X 11-1/4	1 X 12	25/32 X 11-1/2	3/4 X 11-1/4

Note 1: The dry thickness of nominal 3" and 4" lumber are 2-1/2". Unseasoned thicknesses are 2-9/16" and 3-9/16". Widths for these thicknesses are the same as shown above.

Note 2: Product Standard 20-70 defines dry lumber as being 19 percent or less in moisture content and unseasoned lumber as being over 19 percent moisture content. The size of the lumber changes approximately 1 percent for each 4 percent change in moisture content. Lumber stabilizes at approximately 15 percent moisture content under normal use conditions.



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 18, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Reimbursement for Sewer Damages at 929 S. Davis Ave
Recommended By:	Whitney L Hymes - Wastewater Superintendent/Chief Operator
Summary:	Requested reimbursement for sewage backup occurring on June 5, 2024 at Reckart Logistics (929 S. Davis Ave)
Fiscal Impact:	Bates Carpet & Furniture Invoice #:31919=\$1,948.94 (9/19/2024) Bates Carpet & Furniture Invoice #:32103=\$828.50 (10/29/2024) Panhandle Cleaning & Restoration Invoice #:SI-70190=\$5,793.96 (09/06/2024) Total: \$8,571.40
Recommendation:	Consider for Approval
Attachments:	1. 31919ReckartLogistics 2. 32103ReckartLogistics 3. email10972769310748970566-lme_temp

Bates Carpet & Furniture Center

PO Box 2772
Elkins, WV 26241
304-636-6862
304-636-6877(Fax)

Invoice

Number: 31919

Date: 9/19/2024

Bill To:

Reckart Logistics
Po Box 908
Elkis Wv 26241

Ship To:

PO Number

Sean

Customer

Ship Via

Style	Description	Quanti	Price	Tax	Tax2	Amount
Rhone Tile A	Installed DGD	47.84	\$29.00	✓	✓	\$1,387.36
	Freight	1.00	\$216.00	✓	✓	\$216.00
	LVT Adhesive	1.00	\$119.00	✓	✓	\$119.00
	Minimum Labor	1.00	\$100.00	✓		\$100.00

Amount Paid \$0.00

Amount Due \$1,948.94

SubTotal \$1,822.36

State Tax 6.00% on \$1,822.3 \$109.35

1.00% on \$1,722.36 \$17.23

Total \$1,948.94

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$828.50	\$1,948.94	\$0.00	\$0.00	\$2,777.44

Bates Carpet & Furniture Center

PO Box 2772
Elkins, WV 26241
304-636-6862
304-636-6877(Fax)

Invoice

Number: 32103
Date: 10/29/2024

Bill To:

Reckart Logistics Po Box 908 Elkis Wv 26241

Ship To:

--

PO Number	Customer
Sean	

Ship Via

Style	Description	Quanti	Price	Tax	Tax2	Amount
Incredible	Toasted Barnwood Installed in Closet	113.6	\$6.00	✓		\$681.60
	Minimum Labor	1	\$100.00	✓		\$100.00

Amount Paid

\$0.00

Amount Due

\$828.50

SubTotal	\$781.60
State Tax 6.00% on \$781.60	\$46.90
1.00% on \$0.00	\$0.00
Total	\$828.50

0 - 30 days	31 - 60 days	61 - 90 days	> 90 days	Total
\$828.50	\$1,948.94	\$0.00	\$0.00	\$2,777.44



42 38th Street, Wheeling, WV 26003
Phone: (304) 232-2321 Fax: (304) 232-8489



Date: 09/06/24

Invoice #: SI-70190

INVOICE

Bill To:
Reckart Logistics 929 S Davis Ave Elkins, WV 26241

Property:
Reckart Logistics 929 S Davis Ave Elkins, WV 26241

Estimator	Job #	File/Claim #	Terms
	M24-16353-B		Due Upon Receipt
Description			Total

Sewage Remediation-Taxable

\$5,414.92

m2416353T
2551.28 8/22/24
Check # 37120

88

Thank you for your Business! Payment Options: Cash, Check, or ACH Preferred. 3.5% convenience fee will be applied to credit card payments. All accounts are subject to 1.5% late charge per month on past due balances. All returned checks are subject to a \$30 fee. If an overdue account is placed in the hand of an attorney or collection agency, you will be liable for all recovery fees and costs associated with your account. Tax ID# 55-0764797 https://cardx.com/pay-panhandlecleaning	Subtotal:	\$5,414.92
	WV-OTHER	\$379.04
	Total:	\$5,793.96
	Less Payments:	2551.28 \$0.00
	Amount Due:	\$5,793.96

Verified balance w/ Nettie

\$ 3242.68



42 38th Street, Wheeling, WV 26003
Phone: (304) 232-2321 Fax: (304) 232-8489



Date: 09/06/24

Invoice #: S1-70190

INVOICE

Bill To:
Reckart Logistics 929 S Davis Ave Elkins, WV 26241

Property:
Reckart Logistics 929 S Davis Ave Elkins, WV 26241

Estimator	Job #	File/Claim #	Terms
	M24-16353-B		Due Upon Receipt
Description			Total

Sewage Remediation-Taxable

\$5,414.92

m2416353T
2551.28 8/22/24
Check # 37120

88

Thank you for your Business! Payment Options: Cash, Check, or ACH Preferred. 3.5% convenience fee will be applied to credit card payments. All accounts are subject to 1.5% late charge per month on past due balances. All returned checks are subject to a \$30 fee. If an overdue account is placed in the hand of an attorney or collection agency, you will be liable for all recovery fees and costs associated with your account. Tax ID# 55-0764797 https://cardx.com/pay-panhandlecleaning	Subtotal:	\$5,414.92
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	Less Payments:	2551.28 \$0.00
	Amount Due:	\$5,793.96

Verified balance w/ Nellie

\$ 3242.68



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 18, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Griffith & Associates PLLC Agreements: Rule 42-Sewer Rate Analysis/Study and Preliminary Project Planning AND Sewer Class Cost of Service Study (CCOS)
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	<i>*Rule 42 (Sewer Rates and Project Planning Rule 42)*</i> Description of Work: We propose to provide expertise and consulting services to the City of Elkins for those services typically required of the CPA in general rate studies and project planning. We propose to provide accounting services in rate matters and in possible projects before the WVIJDC, other funding agencies, Public Service Commission, and representation of the Board in related cases. This letter shall constitute our agreement between the City of Elkins and Griffith & Associates, PLLC under which we will provide consulting services in connection with these issues. We most likely need to prepare exhibits on revenue requirements, applicable CPA Rule 42 exhibit setting forth how the Board can meet its current and planned obligations. We will advise and work on behalf of the Board/City with regulatory and funding agencies. <i>*Sewer Class Cost of Service Study (CCOS)*</i> Description of Work: In conjunction with a Rule 42 exhibit agreement, we propose to complete a class cost of service study for assistance in revenue requirement allocation. This letter shall constitute our agreement between the City of Elkins and Griffith & Associates, PLLC under which we will provide consulting services in connection with this specific type of study.
Fiscal Impact:	Rule 42 (Sewer Rates and Project Planning Rule 42)=\$24,500.00 Sewer Class Cost of Service Study (CCOS)=\$21,500.00
Recommendation:	Consider for Approval
Attachments:	1. Elkins Sewer Rate Analysis and Possible Projects CPA Agreement 2. Elkins Sewer CPA CCOS Agreement 9 26 2024



CITY OF ELKINS AGENDA ITEM REPORT



GRIFFITH & ASSOCIATES PLLC

CPAs And Consultants

City of Elkins; Elkins Sanitary Board

Statement of Qualifications
&
Proposal to Serve as
Project Certified Public Accountant and Rates Consultant

RULE 42

**SEWER Rate Analysis/Study and Preliminary Project Planning
(WVIJDC No.:)**

September 26, 2024

Michael D. Griffith, CPA. AFI
Griffith & Associates PLLC
950 Little Coal River Road
Alum Creek, West Virginia 25003

Michael@Griffith.CPA
(304) 545-3645 (iPhone)
(304) 756-3600 (Office)
(304) 756-2911 (Fax)



September 26, 2024

Rule 42 - CPA AGREEMENT

City of Elkins

Elkins General Rates Rule 42

401 Davis Avenue

Elkins, West Virginia 26241

RE: City of Elkins – Sewer Rates and Project Planning Rule 42 (IJDC:)
CPA Accounting and Consulting Services Proposal and Agreement

Mayor and Members of the Board/Council:

In response to the request for a proposal for CPA accounting and consulting services for the **City of Elkins – General Rate Study**, we herewith respond. As you may know, the undersigned is a former technical staff member of the Public Service Commission ("Commission" or "PSC") and now represents utilities and consults in matters involving utilities, including cases before the Commission and in other venues. This engagement letter will outline the services that Griffith & Associates, PLLC provides and the fees for such services. We have previously represented Elkins in this matter.

Description of Work. We propose to provide expertise and consulting services to the City of Elkins for those services typically required of the CPA in general rate studies and project planning. We propose to provide accounting services in rate matters and in possible projects before the WVIJDC, other funding agencies, Public Service Commission, and representation of the Board in related cases. This letter shall constitute our agreement between the City of Elkins and Griffith & Associates, PLLC under which we will provide consulting services in connection with these issues. We most likely need to prepare exhibits on revenue requirements, applicable CPA Rule 42 exhibit setting forth how the Board can meet its current and planned obligations. We will advise and work on behalf of the Board/City with regulatory and funding agencies.

Standard of Professional Service. Griffith & Associates, PLLC will attempt to perform its services in a professional manner. Griffith & Associates, PLLC does not guarantee the results of any analysis that it may undertake, but only agrees to make a good faith attempt to base any reports and analysis on its professional judgment and the data available to it. While Griffith & Associates, PLLC will attempt to obtain and compile its data in a reliable manner, it cannot guarantee the accuracy or completeness.

Legal Advice. Griffith & Associates, PLLC does not and will not provide legal advice, counsel, or interpretations to any party or in connection with this engagement. Our work and exhibits will be based upon the understanding contained in this letter.

Waiver of Confidentiality. Client gives Griffith & Associates, PLLC the right to discuss this matter with officers, employees or authorized representatives of the City of Elkins and any colleagues of Griffith & Associates, PLLC from whom professional information is sought.

Professional Standards. This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of said services. We will follow the *AICPA Statement on Standards for Accounting and Review Services*. **We are not providing audit or review services.** It is not in any way intended that Griffith & Associates, PLLC will follow requirements related to *Auditing Standards*.

We will compile, from information you provide, the balance sheet and the related statements of income, retained earnings, cash flows, supporting schedules, and required information of the Utility for the year ended June 30, 2024, to be included in the form prescribed by the WV Public Service Commission (Rule 42) and issue an accountant's report thereon in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

Our Responsibilities. The objective of our engagement is to:

- 1) prepare financial statements in accordance with the requirements of the regulatory basis of accounting prescribed by the Public Service Commission of WV (Rule 42) based on information provided by you and;
- 2) apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the requirements of the regulatory basis of accounting prescribed by the Public Service Commission of WV (Rule 42).

We will conduct our compilation engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing the bookkeeping services, preparing the financial statements, and performing the compilation engagement.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weakness in your internal control as part of this engagement.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Your Responsibilities. The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the requirements of the regulatory basis of accounting prescribed by the Public Service Commission of WV (Rule 42). **A timely filed PSC Report is a prerequisite to our work in this matter.** You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

1. The selection of accounting principles in accordance with the regulatory basis of accounting prescribed by the WV Public Service Commission.
2. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.
3. The prevention and detection of fraud.
4. To ensure that the entity complies with the laws and regulations applicable to its activities.

5. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
6. To provide us with –
 - access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters
 - additional information that we may request from you for the purpose of the compilation engagement
 - unrestricted access to persons within the entity of whom we determine necessary to make inquiries

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee bookkeeping service and the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

With regard to the electronic dissemination of financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Our Report. As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. There may be circumstances in which the report differs from the expected form and content. We are not independent with respect to the City of Elkins. We will disclose that we are not independent in our compilation report. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

You agree to include our accountant's compilation report in any document containing financial statements that indicates that we have performed a compilation engagement on such financial statements and, prior to the inclusion of the report, to ask our permission to do so.

Scope of Work/Required Information. This engagement contemplates one draft Rule 42 for our Board funding and final Rule 42 for Council, and regulatory agencies based on one test year. This contract amount is **not** intended to cover additional updated test years information. This agreement's scope does **not** include the work associated with a class cost-of-service study (expanded analysis sometimes required by the WV PSC) if one is to be required for any reason. A cost-of-service study would be an expanded scope for our work and would require an addendum or separate agreement. We are proposing such a study by separate agreement.

Other Relevant Information. Michael D. Griffith, CPA, is the firm managing member and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. The City of Elkins warrants that the level of cooperation we receive and the quantity and quality of data and information available and provided affects our work and related fees. If this matter goes to hearing or is otherwise litigated the client understands and agrees that our then current standard rates shall apply. If the Board wishes to terminate this agreement, it can do so with written notice which will be effective upon receipt of said written notice by the undersigned. The Board specifically agrees and understands that the fees will be due and owing and are not contingent on successful funding or completion of any project or PSC (or any other jurisdiction's) adjudication of rates.

MDG
Our fixed fee for these services will be **twenty-four thousand and five hundred dollars (\$24,500.00)**. Our range of hourly rates is \$60-\$295 per hour based on our staffing for any out-of-scope hourly work. Our fees are **not** contingent on rates, or any project being funded, approved, or constructed. Our fees will be immediately due upon the determination that the City has not reasonably progressed in project development (solely determined by discretion of Griffith & Associates PLLC). This fixed fee is not intended to cover litigation time if it should be contested in any manner.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. You may request that we perform additional service not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated additional fee via proposed addenda. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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SIGNATURE PAGE

If you acknowledge and agree with the terms of our engagement as described in this letter, please sign this letter, and return it to us. This agreement will become effective as soon as you sign, date, and return the enclosed copy and we have received said copy. Please forward the executed copy to us at the following address, Griffith & Associates, PLLC, 950 Little Coal River Road, Alum Creek, West Virginia, 25003. In any event, at our sole option, we are no longer obligated under the terms of this agreement if it is not signed by both parties (and received by us) within 120 days of the date of the agreement.

Sincerely,



Michael D. Griffith, CPA, AFI
Griffith & Associates, PLLC

MDG/s

Enclosures: RFP Specific Responses (upon request)
Information Sheet and Client List (upon request)
Internal Revenue Service Form W-9 (upon request)

Agreed and Confirmed

by:

Authorized Representative

Title

Date



GRIFFITH & ASSOCIATES PLLC

CPAs And Consultants

City of Elkins; Elkins Sanitary Board

Statement of Qualifications
&

Proposal to Serve as Certified Public Accountant

SEWER CLASS COST OF SERVICE STUDY (CCOS)

General Sewer Rates Review & Project Planning

September 26, 2024

Michael D. Griffith, CPA. AFI
Griffith & Associates PLLC
950 Little Coal River Road
Alum Creek, West Virginia 25003

Michael@Griffith.CPA
(304) 545-3645 (iPhone)
(304) 756-3600 (Office)
(304) 756-2911 (Fax)



Griffith & Associates, PLLC Accountants & Consultants

September 26, 2024

CCOS CPA Agreement-Sewer

City of Elkins
CPA Consulting Services – SEWER CCOS
401 Davis Avenue
Elkins, West Virginia 26241

RE: *City of Elkins – General Sewer Rates and Project Planning
CPA Accounting and Consulting Services Proposal and Agreement-CCOS*

Honorable Mayor Marco and Board and Council Members:

In response to the request for a proposal for CPA accounting and consulting services for the **Elkins General Sewer Rates and Project Planning**, we herewith respond. As you may know, the undersigned is a former technical staff member of the Public Service Commission ("Commission" or "PSC") and now represents utilities and consults in matters involving utilities, including cases before the Commission and in other venues. This engagement letter will outline the services that Griffith & Associates, PLLC provides and the fees for such services.

Description of Work. In conjunction with a Rule 42 exhibit agreement, we propose to complete a class cost of service study for assistance in revenue requirement allocation. This letter shall constitute our agreement between the City of Elkins and Griffith & Associates, PLLC under which we will provide consulting services in connection with this specific type of study.

Standard of Professional Service. Griffith & Associates, PLLC will attempt to perform its services in a professional manner. Griffith & Associates, PLLC does not guarantee the results of any analysis that it may undertake, but only agrees to make a good faith attempt to base any reports and analysis on its professional judgment and the data available to it. While Griffith & Associates, PLLC will attempt to obtain and compile its data in a reliable manner, it cannot guarantee the accuracy or completeness.

Michael D. Griffith, CPA, AFI
Michael@Griffith.CPA

950 Little Coal River Road Alum Creek, West Virginia 25003
Phone: (304) 756.3600 Facsimile: (304) 756.2911

Waiver of Confidentiality. Client gives Griffith & Associates, PLLC the right to discuss this matter with officers, employees or authorized representatives of the City of Elkins and any colleagues of Griffith & Associates, PLLC from whom professional information is sought.

Professional Standards. This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of said services. We will follow the *AICPA Statement on Standards for Accounting and Review Services*. **We are not providing audit or review services.** It is not in any way intended that Griffith & Associates, PLLC will follow requirements related to *Auditing Standards*.

We will compile, from information you provide, an allocation study in the required form prescribed by the WV Public Service Commission (CCOS as part of Rule 42) in conjunction with a Rule 42 Exhibit, if we are so engaged.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weakness in your internal control as part of this engagement.

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Scope of Work/Required Information. This engagement contemplates one class cost of service study report based on **one** test year. This contract amount is **not** intended to cover **additional** updated test years information. This agreement's scope does **not** include the work associated with the actual Rule 42 exhibit presentation of which we have proposed in a separate agreement. If it is later determined that this study is not needed, we will only bill for percentage of work completed on this CCOS, determined solely at our discretion.

The fixed fee is not intended to cover litigation time if it should be contested in any manner.

September 26, 2024

Page 4 of 5

Other Relevant Information. Michael D. Griffith, CPA, is the firm managing member and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. The City of Elkins warrants that the level of cooperation we receive and the quantity and quality of data and information available and provided affects our work and related fees. If this matter goes to hearing or is otherwise litigated the client understands and agrees that our then current standard hourly rates shall apply. If the City wishes to terminate this agreement, it can do so with written notice which will be effective upon receipt of said written notice by the undersigned. The City specifically agrees and understands that the fees will be due and owing and are not contingent on successful funding or completion of the project or PSC (or any other jurisdiction's) adjudication of rates. **This agreement is contingent on our firm being engaged to prepare the necessary Rule 42 exhibit that is interrelated to this expanded study. We further recommend our consultation with your legal counsel to confirm that this CCOS is necessary or if a Rule 42 engagement alone might be appropriate. Given that Elkins has resale customers, we believe it is likely required.**

MDB

Our fixed fee for these services will be **twenty-one thousand, five hundred dollars (\$21,500.00)**. Our range of hourly rates is \$60-\$275 per hour based on our staffing for any out-of-scope hourly work. Our fees are **not** contingent on the project being funded, approved, or constructed. Our fees will be immediately due upon the determination that the City has not reasonably progressed in project development (solely determined by discretion of Griffith & Associates PLLC). We will provide an IRS Form W-9 upon your request. This fixed fee is not intended to cover litigation time if it should be contested in any manner.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. You may request that we perform additional service not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated additional fee via proposed addenda. We may also issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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September 26, 2024

Page 5 of 5

SIGNATURE PAGE

If you acknowledge and agree with the terms of our engagement as described in this letter, please sign this letter, and return it to us. This agreement will become effective as soon as you sign, date, and return the enclosed copy and we have received said copy. Please forward the executed copy to us at the following address, Griffith & Associates, PLLC, 950 Little Coal River Road, Alum Creek, West Virginia, 25003. In any event, at our sole option, we are no longer obligated under the terms of this agreement if it is not signed by both parties (and received by us) within 120 days of the date of the agreement.

Sincerely,



Michael D. Griffith, CPA, AFI
Griffith & Associates, PLLC

MDG/s

Enclosure: Internal Revenue Service Form W-9 (upon request)

Agreed and Confirmed

by:

Authorized Representative

Title

Date



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	November 18, 2024
Section:	New business
Category:	Presentation
Agenda Item Name:	Personnel Issue In Wastewater Department
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Discussion of Wastewater Department Personnel Issue
Fiscal Impact:	N/A
Recommendation:	Discussion
Attachments:	None