



City of Elkins

Sanitary Board

February 18, 2025

11:00 AM

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

AGENDA

1. **Call to order and roll call**
2. **Public comment**
3. **Minutes**
 - a. Proposed minutes for the meeting of January 21, 2025
4. **Reports**
 - a. Wastewater Superintendent/Chief Operator
 - b. Wastewater Collection Supervisor
 - c. Financial Statements as of January 31, 2025
5. **Unfinished business**
 - a. Discussion of wastewater collection infrastructure located in Trickett's Alley
6. **New business**
 - a. Approval of Sewer Invoices
 - b. Reimbursement Request for Damages at 926 S. Henry
 - c. Reimbursement Request for Damages at 1510 S. Kerens
 - d. Reimbursement Request for 312 S. Randolph Ave
 - e. Cintas Uniform Agreement
7. **Announcements**
8. **Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 18, 2025
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of January 21, 2025
Recommended By:	Whitney L. Hymes - Wastewater Superintendent/Chief Operator
Summary:	Approval of minutes for the November 18, 2024, Sanitary Board Meeting.
Fiscal Impact:	N/A
Recommendation:	Consider for Approval
Attachments:	1. Sanitary Board - 2025_1_21 - Minutes

SANITARY BOARD REGULAR MEETING MINUTES

***142 Robert E Lee Avenue
Phil Gainer Center
January 21, 2025
10:00 a.m.***

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

Also attending: Whitney Hymes (Wastewater Chief Operator), Mark Hartley (Wastewater Collection Supervisor), Tracy Judy (Treasurer), Gerry Roberts (City Attorney), Steve Buchanan (CEC), Carey Smith (Region II), and Jasmine Mallow (Wastewater Administrative Assistant) were also present.

No one was absent.

MINUTES

Jerry Marco and Richard Carr, **MOVED APPROVAL OF THE MINUTES OF NOVEMBER 18, 2024, AND JANUARY 7, 2025, MEETINGS. The motion carried.**

REPORTS

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

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

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

NEW BUSINESS

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

Jerry Marco, **MOVED THE APPROVAL OF RESOLUTION (RFP #02): APPROVING INVOICES RELATING TO SERVICES FOR THE VACUUM TRUCK DUMPING STATION PROJECT. The motion carried.**

Randall Biller, **MOVED THE APPROVAL OF PRELIMINARY ENGINEERING REPORT (PER) FOR GEORGETOWN ROAD AREA WASTEWATER IMPROVEMENTS. The motion carried.**

Richard Carr, **MOVED THE APPROVAL OF ACCOUNTANT PROFESSIONAL SERVICES FOR GEORGETOWN ROAD AREA SANITARY SEWER EXTENSION AND INFRASTRUCTURE UPGRADE PROJECT.** The motion carried.

Jerry Marco, **MOVED THE APPROVAL OF PURCHASING OF SPARE PUMPS FOR CHEROKEE LIFT STATION AND ELKINS LIFT STATION.** The motion carried.

Discussion of wastewater collection infrastructure located in Trickett's Alley- **No action taken. Moved to the next meeting.**

Jerry Marco, **MOVED THE APPROVAL OF REIMBURSEMENT FOR SEWER DAMAGES AT 12 1/2 WALNUT STREET.** The motion carried.

Jerry Marco, **MOVED THE APPROVAL OF REIMBURSEMENT FOR SEWER DAMAGES AT 1210 S. DAVIS AVE.** The motion carried.

Discussion of Phase II Project Completion-Gerry Roberts (City Attorney) will write up a statement letter-**No action taken.**

Jerry Marco, **MOVED THE APPROVAL OF FY2026 PEIA COSTS.** The motion carried.

The meeting was adjourned at 11:02 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: February 18, 2025

Time: 11:00AM

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

DUMP STATION CONSTRUCTION

- Advertisements 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. Excavation of site began on 11/18/2024.
- **UPDATE (1/21/2025)**
 - Hull's Contracting is 80% completed with project. Installation of wet well and piping needs to be completed along with the installation of check valves. City will install electrical components. 2nd payment (RFP#02) is included for approval on 1/21/2025 agenda.
- **UPDATE (2/18/2025)**
 - **Completion of wet well installation and check valves complete by Hull's Contracting. Electrical installation has been completed by City. Sides of station have been smoothed down where concrete forms caused imperfections. Installation of wet well discharge piping not complete. Hydrant and water service installation are also complete. Hymes spoke with Roger Hull on 2/13/2025 via phone concerning lighting, rebar concerns on sidewalls, electrical installation completion, and culvert installation.**

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.
- No Update as of 1/21/2025
- **UPDATE AS OF 2/18/2025:**

Email from Armando Benincasa (Steptoe and Johnson Legal Counsel) on 1/28/2025 stating that he has not had any correspondence with EPA Legal counsel. Benincasa suggested continuing working with the WVDEP regarding the permit. LTCP still has not been approved. If delay is causing issues with the City regarding projects then a push should be issued.

APPRENTICESHIP GRANT

- The City of Elkins is eligible for the FY2024 U.S. Department of Labor (DOL) Employment and Training Administration (ETA) Community Project (CP) Funding/Congressionally Directed Spending grant.

Wastewater Superintendent/Chief Operator Report



- Amount awarded \$60,000
- Grant documentation due by January 31, 2025
- Award will be used for funding to hire apprenticeship workers through the Randolph County Vocation Center and Workforce Programs. Also, the possibility of purchasing training equipment.
- **UPDATE (1/21/2025)**
 - The submittal deadline of January 31, 2025 will not be met for this grant; therefore, the City will not be eligible for this grant award.
- **UPDATE (2/18/2025)**
 - **Extension for submittal has been extended until 2/18/2025. A shell application will be submitted and attachments and details will be submitted at a later date.**

EFFLUENT FLOW METER AND RETURN SLUDGE FLOW METER REPAIRS

- The Wastewater plant has been experiencing issues with the Effluent flow meter (meter recording discharges to the Tygart Valley River) and the Return Activated Sludge "RAS #3 flow meter (meter recording solids returned back for treatment). The effluent meter is of concern because these flows are used for reporting. American Bulldog Controls from Grafton was contacted to review issues. They found that the readers in the flow meters were flawed. This could have been caused by power surges experienced at the plant. An order was placed for replacement/repairs/and installation. The parts will not be received until 1/27/2025-2/4/2025 and then the service will be scheduled. This operational error will lead to reporting issues for the December 2024 and January 2025 DMR's.
- **UPDATE 2/18/2025: Repairs of effluent flow meter and return activated sludge (RAS) flow meter was completed on 2/7/2025. SCADA was corrected on 2/10/2025. All flows are reporting accurately to date.**

WATERWORTH PRESENTATION SUMMARY

- Waterworth is a continuous utility rate management solution that integrates different data to help you gain financial control of your water and wastewater systems. With Waterworth, you can:
 - Analyze historical data and trends
 - Forecast future revenue and expenses
 - Optimize rate structures and adjust rates as needed
 - <https://www.waterworth.net>
- Whitney Hymes met virtually with Waterworth representative discussing the options and software on 2/3/2025. A follow-up meeting was held with Hymes and Tracy Judy (Treasurer) on 2/12/2025 with a more in-depth discussion and presentation of what the software presents. Next scheduled virtual meeting is 2/12/2025 with financial discussions.
- Cost is based on services and what the program would contain. Program can be developed for specific needs. An estimated cost of a program containing all components would be \$6,000 annually.
- Currently reviewing options and needs to present to the Sanitary Board at a later date if this software seems like a viable option for wastewater use.



RENOVATIONS OF RAS/WAS PUMPING STATION AT WASTEWATER PLANT

- Hymes contacted Steve Buchannon (CEC) on 1/24/2025 and inquired about the possibility of receiving funding for the Trickett's Alley Project and the potential of receiving funding for the renovations of the 39 year old pumping station located at the plant. Steve stated that he would investigate possible funding opportunities for the next meeting.
- NOTE: The RAS/WAS pumping station is the hub of sludge return and recirculation for clarifiers #1 and #2. Adequate operation of this system is required to properly recirculate sludge from the (2) clarifiers. The station is beginning to show age and obsolescence on specific parts. Renovations would help prevent future failures.



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	\$280,581.66	\$260,173.50	\$273,492.08	\$320,919.24						-\$68,955.83	\$1,922,178.93
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$267,166.54	\$246,266.86	\$269,123.07	\$238,704.73	\$251,576.15	\$365,262.04	\$353,035.37							\$1,991,134.76

Bank Balance as of 1/31/2025: \$149,359.12

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-SEWER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.33

	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	1,628.37	0.00	18,128.69	0.00	3,871.31	82.40
CHARGES FOR SERVICES	2,878,000	223,618.75	0.00	1,736,831.34	0.00	1,141,168.66	60.35
MISCELLANEOUS REVENUE	190,000	95,672.12	0.00	167,218.90	0.00	22,781.10	88.01
TOTAL REVENUE	3,090,000	320,919.24	0.00	1,922,178.93	0.00	1,167,821.07	62.21
<u>EXPENDITURE SUMMARY</u>							
CSO	47,690	2,443.40	0.00	24,934.50	0.00	22,755.50	52.28
CSO-OTHER	165,483	11,817.07	0.00	87,684.76	0.00	77,798.24	52.99
SEWER COLLECTION	1,010,573	197,726.20	0.00	702,724.74	0.00	307,848.26	69.54
SEWER TREATMENT	1,312,380	113,063.52	0.00	925,441.43	0.00	386,938.57	70.52
UTILITY BILLING	35,115	886.97	0.00	14,976.27	0.00	20,138.73	42.65
ADMIN & GENERAL	518,759	27,098.21	0.00	235,373.06	0.00	283,385.94	45.37
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	3,090,000	353,035.37	0.00	1,991,134.76	0.00	1,098,865.24	64.44
REVENUE OVER/(UNDER) EXPENDITURES	0	(32,116.13)	0.00	(68,955.83)	0.00	68,955.83	0.00

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-SEWER FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>TAXES</u>							
401-000-302-0000 Penalty Income	22,000	1,628.37	0.00	18,128.69	0.00	3,871.31	82.40
TOTAL TAXES	22,000	1,628.37	0.00	18,128.69	0.00	3,871.31	82.40
<u>CHARGES FOR SERVICES</u>							
401-000-361-0000 Metered Sales to Res Cu	1,350,000	107,006.99	0.00	796,356.89	0.00	553,643.11	58.99
401-000-361-0001 Metered Sales to Comm C	1,050,000	82,727.15	0.00	669,423.54	0.00	380,576.46	63.75
401-000-361-0002 Unmetered Sales to Res	18,000	1,190.53	0.00	8,767.38	0.00	9,232.62	48.71
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	32,694.08	0.00	261,533.53	0.00	188,466.47	58.12
TOTAL CHARGES FOR SERVICES	2,878,000	223,618.75	0.00	1,736,831.34	0.00	1,141,168.66	60.35
<u>MISCELLANEOUS REVENUE</u>							
401-000-380-0000 Interest Earned	7,000	624.23	0.00	5,244.57	0.00	1,755.43	74.92
401-000-381-0000 Reimbursements	3,000	64,559.97	0.00	66,730.96	0.00	63,730.96	2,224.37
401-000-382-0000 Refunds & Rebates	5,000	0.00	0.00	1,167.95	0.00	3,832.05	23.36
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	1,746.35	0.00	1,746.35	0.00
401-000-399-0000 Miscellaneous	5,000	1,205.65	0.00	8,140.23	0.00	3,140.23	162.80
401-000-399-0001 Lab Analysis Services	170,000	29,282.27	0.00	84,188.84	0.00	85,811.16	49.52
TOTAL MISCELLANEOUS REVENUE	190,000	95,672.12	0.00	167,218.90	0.00	22,781.10	88.01
TOTAL REVENUE	3,090,000	320,919.24	0.00	1,922,178.93	0.00	1,167,821.07	62.21

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-SEWER FUND

CSO

% OF YEAR COMPLETED: 58.33

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	1,529.85	0.00	12,209.22	0.00	5,090.78	70.57
401-509-104-0000 FICA Tax	1,180	125.86	0.00	925.24	0.00	254.76	78.41
401-509-105-0000 Group Health Insurance	7,330	462.99	0.00	3,215.02	0.00	4,114.98	43.86
401-509-106-0000 Retirement	1,710	153.13	0.00	1,125.28	0.00	584.72	65.81
401-509-108-0000 Overtime/Extra Help	<u>1,670</u>	<u>171.57</u>	<u>0.00</u>	<u>293.57</u>	<u>0.00</u>	<u>1,376.43</u>	<u>17.58</u>
TOTAL PERSONAL SERVICES	29,190	2,443.40	0.00	17,768.33	0.00	11,421.67	60.87
<u>CONTRACTUAL SERVICES</u>							
401-509-216-0000 Maint of CSO Equipment	10,000	0.00	0.00	3,734.15	0.00	6,265.85	37.34
401-509-217-0000 Maint Repair Autos & Tr	<u>1,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	11,000	0.00	0.00	3,734.15	0.00	7,265.85	33.95
<u>COMMODITIES</u>							
401-509-341-0000 Supplies & Materials	6,000	0.00	0.00	3,432.02	0.00	2,567.98	57.20
401-509-343-0000 Automobile Supplies	<u>1,500</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,500.00</u>	<u>0.00</u>
TOTAL COMMODITIES	7,500	0.00	0.00	3,432.02	0.00	4,067.98	45.76
TOTAL CSO	47,690	2,443.40	0.00	24,934.50	0.00	22,755.50	52.28

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-SEWER FUND

CSO-OTHER

% OF YEAR COMPLETED: 58.33

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	7,935.35	0.00	62,325.98	0.00	45,774.02	57.66
401-510-104-0000 FICA Tax	9,033	660.72	0.00	4,984.68	0.00	4,048.32	55.18
401-510-105-0000 Group Health Insurance	28,550	1,613.93	0.00	10,991.25	0.00	17,558.75	38.50
401-510-106-0000 Retirement	9,800	741.06	0.00	5,426.08	0.00	4,373.92	55.37
401-510-108-0000 Overtime/Extra Help	10,000	866.01	0.00	3,956.77	0.00	6,043.23	39.57
TOTAL PERSONAL SERVICES	165,483	11,817.07	0.00	87,684.76	0.00	77,798.24	52.99
TOTAL CSO-OTHER	165,483	11,817.07	0.00	87,684.76	0.00	77,798.24	52.99

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-SEWER FUND
SEWER COLLECTION

% OF YEAR COMPLETED: 58.33

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	7,935.40	0.00	62,326.49	0.00	45,773.51	57.66
401-511-104-0000 FICA Tax	9,033	660.69	0.00	4,984.48	0.00	4,048.52	55.18
401-511-105-0000 Group Health Insurance	28,550	1,978.11	0.00	23,210.39	0.00	5,339.61	81.30
401-511-106-0000 Retirement	9,800	741.03	0.00	5,426.03	0.00	4,373.97	55.37
401-511-108-0000 Overtime/Extra Help	10,000	866.07	0.00	3,957.16	0.00	6,042.84	39.57
TOTAL PERSONAL SERVICES	165,483	12,181.30	0.00	99,904.55	0.00	65,578.45	60.37
<u>CONTRACTUAL SERVICES</u>							
401-511-211-0000 Telephone	3,000	252.25	0.00	1,758.42	0.00	1,241.58	58.61
401-511-213-0000 Utilities/Purchased Pow	105,000	11,883.76	0.00	56,147.82	0.00	48,852.18	53.47
401-511-214-0000 Travel	1,000	0.00	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	33,501.72	0.00	18,501.72	223.34
401-511-216-0001 Maint Structures/Improv	25,000	0.00	0.00	3,611.45	0.00	21,388.55	14.45
401-511-217-0000 Maint Repair Autos & T	20,000	294.90	0.00	6,074.41	0.00	13,925.59	30.37
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	925.77	0.00	9,074.23	9.26
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	12,430.91	0.00	104,298.90	0.00	79,201.10	56.84
<u>COMMODITIES</u>							
401-511-341-0000 Supplies & Materials	40,000	0.00	0.00	28,684.79	0.00	11,315.21	71.71
401-511-343-0000 Automobile Supplies	20,000	0.00	0.00	7,291.63	0.00	12,708.37	36.46
401-511-345-0000 Uniforms	5,100	0.00	0.00	2,429.29	0.00	2,670.71	47.63
401-511-399-0000 Miscellaneous	10,000	6,244.57	0.00	7,333.66	0.00	2,666.34	73.34
TOTAL COMMODITIES	75,100	6,244.57	0.00	45,739.37	0.00	29,360.63	60.90
<u>CAPITAL OUTLAY</u>							
401-511-458-0000 Bond Payable S-1-09-A-R	33,965	2,830.41	0.00	19,812.87	0.00	14,152.13	58.33
401-511-458-0001 Bond Payable S-1-15-A-R	87,233	7,269.39	0.00	50,885.73	0.00	36,347.27	58.33
401-511-458-0003 Bond Payable S-1-20-A-R	321,412	26,784.32	0.00	187,490.24	0.00	133,921.76	58.33
401-511-458-0004 Bond Payable S-2-20-A-R	31,442	2,620.15	0.00	18,341.05	0.00	13,100.95	58.33
401-511-459-0000 2018 Van & Sewera Camer	27,360	2,313.77	0.00	16,069.30	0.00	11,290.70	58.73
401-511-459-0001 2021 Ford F-150	6,758	563.16	0.00	3,705.85	0.00	3,052.15	54.84
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	3,607.81	0.00	28,521.69	0.00	14,078.31	66.95
401-511-459-0004 Wastewater Garage	18,720	120,825.00	0.00	127,440.23	0.00	108,720.23	680.77
TOTAL CAPITAL OUTLAY	569,490	166,814.01	0.00	452,266.96	0.00	117,223.04	79.42
<u>OTHER EXPENDITURES</u>							
401-511-670-0000 Interest & Penalties	17,000	55.41	0.00	514.96	0.00	16,485.04	3.03
TOTAL OTHER EXPENDITURES	17,000	55.41	0.00	514.96	0.00	16,485.04	3.03
TOTAL SEWER COLLECTION	1,010,573	197,726.20	0.00	702,724.74	0.00	307,848.26	69.54

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-SEWER FUND
SEWER TREATMENT

% OF YEAR COMPLETED: 58.33

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	18,201.15	0.00	148,334.57	0.00	83,365.43	64.02
401-512-104-0000 FICA Tax	15,300	1,536.43	0.00	11,433.13	0.00	3,866.87	74.73
401-512-105-0000 Group Health Insurance	58,800	2,764.91	0.00	32,178.14	0.00	26,621.86	54.72
401-512-106-0000 Retirement	19,700	1,702.73	0.00	12,281.62	0.00	7,418.38	62.34
401-512-108-0000 Overtime/Extra Help	15,000	2,262.04	0.00	3,803.47	0.00	11,196.53	25.36
TOTAL PERSONAL SERVICES	340,500	26,467.26	0.00	208,030.93	0.00	132,469.07	61.10
<u>CONTRACTUAL SERVICES</u>							
401-512-211-0000 Telephone	2,160	217.15	0.00	1,516.42	0.00	643.58	70.20
401-512-213-0000 Utilities/Purchased Pow	180,000	15,378.89	0.00	103,745.78	0.00	76,254.22	57.64
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	796.60	0.00	23,277.95	0.00	26,722.05	46.56
401-512-216-0001 Maint Structures/Improv	20,000	0.00	0.00	6,084.90	0.00	13,915.10	30.42
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	16.56	0.00	83.44	16.56
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	16,600.00	0.00	71,689.34	0.00	(31,689.34)	179.22
TOTAL CONTRACTUAL SERVICES	312,011	32,992.64	0.00	210,744.71	0.00	101,266.29	67.54
<u>COMMODITIES</u>							
401-512-341-0000 Supplies & Materials	20,000	1,227.98	0.00	8,518.21	0.00	11,481.79	42.59
401-512-341-0001 Supplies & Matls Chemic	30,000	0.00	0.00	4,671.23	0.00	25,328.77	15.57
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	3,103.60	0.00	8,896.40	25.86
401-512-345-0000 Uniforms	5,000	0.00	0.00	2,270.03	0.00	2,729.97	45.40
401-512-399-0000 Miscellaneous	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMODITIES	72,000	1,227.98	0.00	18,563.07	0.00	53,436.93	25.78
<u>CAPITAL OUTLAY</u>							
401-512-459-0000 Bond Payable S-1-06-A-R	563,268	46,939.02	0.00	328,573.14	0.00	234,694.86	58.33
401-512-459-0001 Bond Payable S-1-86-B-R	12,962	0.00	0.00	4,320.64	0.00	8,641.36	33.33
401-512-459-0002 Ford F-350	6,639	956.84	0.00	4,029.98	0.00	2,609.02	60.70
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 WWTP Garage	0	3,103.04	0.00	139,824.25	0.00	(139,824.25)	0.00
TOTAL CAPITAL OUTLAY	582,869	50,998.90	0.00	476,748.01	0.00	106,120.99	81.79
<u>OTHER EXPENDITURES</u>							
401-512-670-0000 Interest & Penalties	5,000	1,376.74	0.00	11,354.71	0.00	(6,354.71)	227.09
TOTAL OTHER EXPENDITURES	5,000	1,376.74	0.00	11,354.71	0.00	(6,354.71)	227.09
TOTAL SEWER TREATMENT	1,312,380	113,063.52	0.00	925,441.43	0.00	386,938.57	70.52

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-SEWER FUND
UTILITY BILLING

% OF YEAR COMPLETED: 58.33

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	564.71	0.00	8,988.56	0.00	13,201.44	40.51
401-513-104-0000 FICA Tax	1,375	39.93	0.00	621.80	0.00	753.20	45.22
401-513-105-0000 Group Health Insurance	5,750	231.50	0.00	2,777.99	0.00	2,972.01	48.31
401-513-106-0000 Retirement	2,000	50.83	0.00	759.00	0.00	1,241.00	37.95
401-513-108-0000 Overtime/ Extra Help	600	0.00	0.00	327.89	0.00	272.11	54.65
TOTAL PERSONAL SERVICES	31,915	886.97	0.00	13,475.24	0.00	18,439.76	42.22
<u>CONTRACTUAL SERVICES</u>							
401-513-214-0000 Travel	200	0.00	0.00	0.00	0.00	200.00	0.00
401-513-221-0000 Training & Education	0	0.00	0.00	275.00	0.00	(275.00)	0.00
TOTAL CONTRACTUAL SERVICES	200	0.00	0.00	275.00	0.00	(75.00)	137.50
<u>COMMODITIES</u>							
401-513-341-0000 Supplies & Materials	3,000	0.00	0.00	1,226.03	0.00	1,773.97	40.87
TOTAL COMMODITIES	3,000	0.00	0.00	1,226.03	0.00	1,773.97	40.87
TOTAL UTILITY BILLING	35,115	886.97	0.00	14,976.27	0.00	20,138.73	42.65

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: JANUARY 31ST, 2025

401-SEWER FUND
ADMIN & GENERAL

% OF YEAR COMPLETED: 58.33

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	325.00	0.00	2,475.00	0.00	68,075.00	3.51
401-514-104-0000 FICA Tax	4,325	24.86	0.00	189.29	0.00	4,135.71	4.38
401-514-105-0000 Group Health Insurance	100	4.55	0.00	532.00	0.00	432.00	532.00
401-514-106-0000 Retirement	6,200	4.50	0.00	49.50	0.00	6,150.50	0.80
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	358.91	0.00	3,245.79	0.00	77,929.21	4.00
<u>CONTRACTUAL SERVICES</u>							
401-514-218-0000 Postage	9,500	213.61	0.00	5,450.56	0.00	4,049.44	57.37
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	0.00	0.00	12,059.96	0.00	12,940.04	48.24
401-514-226-0000 Insurance & Bonds	10,000	740.54	0.00	8,553.07	0.00	1,446.93	85.53
401-514-226-0001 Insurances & Bonds/GL	38,000	0.00	0.00	27,965.76	0.00	10,034.24	73.59
401-514-230-0000 Contracted Services	15,000	100.52	0.00	1,624.52	0.00	13,375.48	10.83
401-514-230-0001 Cont Serv/Consent Decree	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	30.00	0.00	20.00	60.00
TOTAL CONTRACTUAL SERVICES	107,550	1,054.67	0.00	55,743.37	0.00	51,806.63	51.83
<u>COMMODITIES</u>							
401-514-341-0000 Supplies & Materials	1,000	0.00	0.00	88.07	0.00	911.93	8.81
401-514-348-0000 Charges by Other Funds	49,034	4,086.13	0.00	28,602.91	0.00	20,431.09	58.33
401-514-353-0000 Computer Software	10,000	1,604.12	0.00	1,713.79	0.00	8,286.21	17.14
401-514-399-0000 Miscellaneous Expenses	1,000	72.77	0.00	791.63	0.00	208.37	79.16
TOTAL COMMODITIES	61,034	5,763.02	0.00	31,196.40	0.00	29,837.60	51.11
<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	7,237.88	0.00	4,762.12	60.32
401-514-677-0000 R & R Requirement	76,500	6,767.73	0.00	45,872.46	0.00	30,627.54	59.96
401-514-677-0001 SB234 Requirement	180,000	13,153.88	0.00	92,077.16	0.00	87,922.84	51.15
TOTAL OTHER EXPENDITURES	269,000	19,921.61	0.00	145,187.50	0.00	123,812.50	53.97
TOTAL ADMIN & GENERAL	518,759	27,098.21	0.00	235,373.06	0.00	283,385.94	45.37

FINANCIAL STATEMENT (UNAUDITED)

AS OF: JANUARY 31ST, 2025

401-SEWER FUND

CAPITAL OUTLAY

% OF YEAR COMPLETED: 58.33

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	353,035.37	0.00	1,991,134.76	0.00	1,098,865.24	64.44
REVENUE OVER/(UNDER) EXPENDITURES	0 (	32,116.13)	0.00 (	68,955.83)	0.00	68,955.83	0.00



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 18, 2025
Section:	Unfinished business
Category:	Action Item
Agenda Item Name:	Discussion of Wastewater Collection Infrastructure Located in Trickett's Alley
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	In August 2024, the Elkins City Hall experienced an emergency sewer backup situation in the basement of the building. The noted backup caused major service disruptions with the City Hall functions and to public residents. Corrections were completed in September 2024, however facilities are still being affected from the impact of the backup and the aging infrastructure presents future potential issues. The 18" clay sewer main located under Trickett Alley was installed in approximately 1942 (82 years). Televising of the 18" line in 2017 showed line failure in numerous areas, with approximately 64.7ft that was not able to be televised due to heavy collapses or fractures. Numerous businesses are located on this line and if the sewer infrastructure fails in this area many residents and businesses will have system failures and disruptions like the City Hall experienced. Future line failures also have the potential to affect the City Hall. The sewer infrastructure failures are also affecting the road infrastructure in the area. The Critical Needs Assessment PER suggests removing and replacing 3 manholes in the system, removing approximately 830 linear feet of deteriorated 18" VCP sewer line and replacing it with 18" PVC sewer line. Critical Needs Application was declined on 1/21/2024.
Fiscal Impact:	Engineer's Opinion of Probable Construction Cost \$323,000.00 Engineer's Opinion of Probable Total Project Cost \$437,000.00
Recommendation:	Review of Options
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 18, 2025
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 Office, PLLC Invoice #471 =\$220.00 Steptoe & Johnson Invoice #1177341 = \$315.00
Fiscal Impact:	Total: \$535.00
Recommendation:	Consider for Approval
Attachments:	1. 2025-01-31 Invoice #471 City of Elkins (Sanit bd - Dec) 2. S&J Invoice#1177341

City of Elkins

December 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	471
Invoice Date	01/31/2025
Payment Due On	02/14/2025
Amount Due	\$220.00

City of Elkins - Sanitary Board - Municipality

Fees

Date	Description	Staff	Rate	Hours	Total
12/09/2024	Email from W. Hymes	GSR	\$100.00	0.10	\$10.00
12/09/2024	Email from R. Biller	GSR	\$100.00	0.10	\$10.00
12/10/2024	Review of information from W. Hymes	GSR	\$100.00	0.30	\$30.00
12/10/2024	Email from A. Schaffer	GSR	\$100.00	0.10	\$10.00
12/10/2024	Conference with W. Hymes on pending issues	GSR	\$100.00	0.30	\$30.00
12/16/2024	Extended conference with M. Kwasneiski about claim	GSR	\$100.00	0.40	\$40.00
12/16/2024	Email to W. Hymes about meeting	GSR	\$100.00	0.10	\$10.00
12/16/2024	Emails from T. Judy	GSR	\$100.00	0.20	\$20.00
12/16/2024	Emails from C. Smith	GSR	\$100.00	0.20	\$20.00
12/16/2024	Email about resolution	GSR	\$100.00	0.10	\$10.00
12/20/2024	Email from W. Hymes about meeting	GSR	\$100.00	0.10	\$10.00
12/30/2024	Receive information for Special Call meeting	GSR	\$100.00	0.20	\$20.00
					\$220.00

Subtotal	\$220.00
Total	\$220.00
Total Balance Due	\$220.00

Approved/Reviewed By Whitney Hymes (WWTP Superintendent/Chief Operator) on 02/03/2025

Whitney L. Hymes



TAX ID # 55-0286140
PHONE: (304) 933-8200
www.step toe-johnson.com

DUE UPON RECEIPT

Tracy Judy
Elkins Sanitary Board
401 Davis Avenue
Elkins, WV 26241

Invoice Date: February 10, 2025
Invoice Number: 1177341
Matter Number: 255480.00002

FOR PROFESSIONAL SERVICES THROUGH JANUARY 31, 2025

Client: Elkins Sanitary Board

Matter: Compliance with USDC Northern District Civil Action Case

Total Current Fees
Total Current Due

\$ 315.00
\$ 315.00

Received & Approved on 2/18/25
by Whitney Hymes (Wastewater Superintendent
Chief Operator)
Whitney Hymes 2/18/25

Payment Address:

Step toe & Johnson PLLC
P.O. Box 247
Bridgeport, WV 26330-0247

Credit Card (fees apply):

www.step toe-johnson.com/payments

Electronic Payment Instructions:

The Huntington National Bank (Columbus, OH)
Account Number: 01521200171
ACH Number: 051903761
Wire Routing Number: 044000024
Swift Code: HUNTUS33
(Please Reference Invoice Number)

Elkins Sanitary Board
Compliance with USDC Northern District Civil Action Case

Invoice Date: February 10, 2025
Invoice Number: 1177341
Matter Number: 255480.00002

TIME DETAIL

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
01/28/25	AB	Emails to and from Whitney Hymes regarding status of USEPA and LTCP discussions	0.50	315.00
			Total	\$ 315.00

TIMEKEEPER SUMMARY

<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Armando Benincasa	Member	\$630.00	0.50	315.00
			Total	0.50 \$ 315.00



TAX ID # 55-0286140
PHONE: (304) 933-8200
www.step toe-johnson.com

DUE UPON RECEIPT

Tracy Judy
Elkins Sanitary Board
401 Davis Avenue
Elkins, WV 26241

Invoice Date: February 10, 2025
Invoice Number: 1177341
Matter Number: 255480.00002

FOR PROFESSIONAL SERVICES THROUGH JANUARY 31, 2025

REMITTANCE PAGE

Client: Elkins Sanitary Board

Matter: Compliance with USDC Northern District Civil Action Case

Total Due This Invoice

\$ 315.00

Amount of Payment

\$

Payment Address:

Step toe & Johnson PLLC
P.O. Box 247
Bridgeport, WV 26330-0247

Credit Card (fees apply):

www.step toe-johnson.com/payments

Electronic Payment Instructions:

The Huntington National Bank (Columbus, OH)
Account Number: 01521200171
ACH Number: 051903761
Wire Routing Number: 044000024
Swift Code: HUNTUS33

(Please Reference Invoice Number)

Attorney-Client Communication - Privileged and Confidential



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 18, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	Reimbursement Request for Damages at 926 S. Henry
Recommended By:	Whitney L. Hymes (Wastewater Superintendent/Chief Operator)
Summary:	Request for reimbursement of damages that occurred at 926 S. Henry on February 3, 2025
Fiscal Impact:	Estimate on Repairs=\$2,700.00 Purchases Associated with Repairs=\$160.44 Total Cost: \$2,860.44
Recommendation:	Consider for Approval
Attachments:	1. 926 S. Henry Ave Reimbursement Estimate & Invoice

RT. 2 BOX 337-2
ELKINS, WV 26241



BIBEY CONTRACTING
BUILDING CONTRACTOR
304-591-4225
Cell: 304-642-6142

- Homes
- Additions
- Painting
- Decks
- General Repair

Proposal Submitted to: <u>Amy Sumner Field</u>		Date: <u>2/5/25</u>	
Street: <u>926 South Henry Ave</u>		Job Name: <u>FLOOR DAMAGE</u>	
City, State: <u>ELKINS WV</u>	Zip Code: <u>26241</u>	Job Location: <u>SAME</u>	
Architect: _____	Date of Plans: _____	Job Phone: _____	

We hereby submit specifications and estimates for:

Remove and Replace Damaged Flooring in 3

Rooms

Laundry Room 6x6

Bath Room 7x6

Kitchen 9x11 = 180 Sq Ft

Total Cost \$ 2700.00

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of Twenty Seven Hundred Dollars (\$ 2700.00).

Payments are to be made as follows:

1/2 Down, 1/2 When Complete

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon written orders, and will become an extra charge, over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

James H. Bibey
Authorized Signature
Note: this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____



Search or ask a question



View order details

Order date	Jan 31, 2025
Order #	112-1264753-4118660
Order total	\$160.44 (1 item)

Delivered February 2

Your package was left near the front door or porch.



Yaufey 2500 Sq. Ft Home Dehumidifier for Medium to Large...

Sold by: Amazon.com

Return or replace items: Eligible through March 4, 2025

\$149.94

Get product support



Buy it again



Track package



Add a protection plan



Return or replace items



Write a product review



Tech support





Search or ask a question



Talk to an expert for free setup and troubleshooting help.



**Yaufey 2500 Sq. Ft Home
Dehumidifier for Medium to Large
Rooms and**

Payment information



Shipping address

Amy Nicole Summerfield
926 S HENRY AVE
ELKINS, WV 26241-3532
United States

Order Summary

Items:	\$149.94
Shipping & Handling:	\$0.00
Total Before Tax:	\$149.94
Estimated Tax Collected:	\$10.50
Order Total	\$160.44

Related to items you've viewed





CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 18, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	Reimbursement Request for Damages at 1510 S. Kerens
Recommended By:	Whitney L. Hymes (Wastewater Superintendent/Chief Operator)
Summary:	Request for damages that occurred at 1510 S. Kerens on February 6, 2025
Fiscal Impact:	Quotes being received and will provided at Sanitary Board Meeting
Recommendation:	Consider for Approval
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 18, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	Reimbursement Request for 312 S. Randolph Ave
Recommended By:	Whitney L. Hymes (Wastewater Superintendent/Cheif Operator)
Summary:	Requested reimbursement of homeowners' insurance deductible from damages that occurred on June 14, 2024
Fiscal Impact:	\$1,000 (insured's deductible)
Recommendation:	Consider for Approval
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 18, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	Cintas Uniform Agreement
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Cheif Operator
Summary:	Renewal of CINTAS uniform Agreement for the Wastewater Treatment/Collection Department
Fiscal Impact:	Refer to attached contract for individual uniform cost listings
Recommendation:	Consider for Approval
Attachments:	1. Cintas Agreement 2-2025

Workplace Solutions Cooperative Acceptance Agreement



Location #: 531

Contract #: 210486113

Customer #: Multiple

Main Corporate Code → 13897 GPO# 211011196 MLA# 211011348

Date:

Customer/Participating Agency: City of Elkins

("Customer")

Phone: 304-636-1414

Address: 401 Davis Ave.

City: Elkins

State: WV

Zip: 26241

UNIFORM PRODUCT RENTAL PRICING:

ITEM #	DESCRIPTION	STANDARD ITEM	UNIT PRICE	LOSS/DAMAGE REPLACE. VALUE
X59935	Uniform Shirt with Reflective	☒ Yes ☐ No	\$.37	
X69526	Hi Viz Yellow T-shirt	☒ Yes ☐ No	\$.53	
X381	Carhartt Jean	☒ Yes ☐ No	\$.46	
X59945	Uniform Pant with Reflective	☒ Yes ☐ No	\$.67	
		☐ Yes ☐ No		
		☐ Yes ☐ No		

Space for additional entries provided on page 5

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WORKPLACE SERVICES PRODUCTS PRICING:

ITEM #	DESCRIPTION	RENTAL FREQ.	INVENTORY	UNIT PRICE
X10186	4x6 Active Scraper Mat	Weekly	All	\$3.90
X10202	3x10 Xtraction Mat	Weekly	All	\$6.56
X10192	4x6 Xtraction Mat	Weekly	All	\$5.50
X10189	3x5 Xtraction Mat	Weekly	All	\$4.50

Space for additional entries provided on page 5

Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea
Automatic Lost Replacement Charge	Item:	% of inventory	\$	ea

	CHECKBOX	INITIALS	DATE
Initial and check box if Unilease. All Garments will be cleaned by customer.	☐		
Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control.	☐		
Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments direct embroidery for any reason, or terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See Section 6 of Cintas General Service Terms Section).	☐		

Cintas Representative Initials: Cm Customer Initials: _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies.** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Prices** Customer agrees to rent from Cintas, and Cintas agrees to provide to Customer, the merchandise, inventory and services at the prices listed in the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars (\$35.00) or 50% of initial invoice (whichever is greater) per delivery for each Customer location required to purchase its rental services from Cintas as set forth in this Acceptance Agreement.
2. **Buyback of Non-Standard Garments** Customer has ordered from Company a garment rental service requiring garments that may not be standard to Company's normal rental product line or include direct embroidery or an unusual emblem placement. Non-standard items will also include standard garments that have been embroidered. Those non-standard products will be designated as such under Garment Description in the Uniform Product Rental Pricing Chart(s). In the event the Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement in whole or in part for any reason, the Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
3. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by Cintas, the garments supplied under this Acceptance Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Cintas upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Acceptance Agreement require flame retardant or acid resistant clothing.
4. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that Cintas has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
5. **Adding Employees** Additional employees and merchandise may be added to this Acceptance Agreement at any time upon written or oral request by the Customer to Cintas. Any such additional employees or merchandise shall automatically become a part of and subject to the terms of this Acceptance Agreement. If such employees are employed at a Customer location that is then participating under this Acceptance Agreement, the Customer shall pay Cintas the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Cintas any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
6. **Emblem Guarantee** If Customer has requested that Cintas supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"), Cintas will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Acceptance Agreement for any reason or fails to renew this Acceptance Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that Cintas allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Acceptance Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Cintas and Customer and noted on the Master Agreement and / or outlined above.
7. **Terminating Employees** Subject to the provisions of this Acceptance Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to Cintas but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Cintas.
8. **Replacement** In the event any merchandise is lost, stolen or is not returned to Cintas, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said merchandise at the then current Loss/Damage Replacement Values.
9. **Additional Customer Locations.** Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the Term for any individual Customer location added after the date of this Acceptance Agreement.

Cintas Representative Initials: cm Customer Initials: _____

10. **Additional Items:** Additional Customer employees, products and services may be added to this Acceptance Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Acceptance Agreement is terminated early for convenience, the parties agree that the damages sustained by Cintas will be substantial and difficult to ascertain. Therefore, if this Acceptance Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Cintas for non-payment by Customer at any time Customer will pay to Cintas, as termination charges and not as a penalty based upon the following schedule:
- If this Acceptance Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
 - If this Acceptance Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
 - Customer shall also be responsible to return all of the merchandise allocated to such Customer locations terminating this Acceptance Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
11. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
12. **Customer Funding Source.** Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
☐ Yes ☐ No
(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
13. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting this Acceptance Agreement without additional terms?
☐ Yes, additional terms required ☐ No additional terms needed
(If yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
14. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: 531

By: Chad Montgomery

Title: Key Account Manager

Accepted-GM:

Cintas Matrix Account ☐ Yes ☐ No

Cintas MAM Partners:

Customer Signature: _____

Print Name: _____

Print Title: _____

Email: _____

Customer Contact: _____

Customer Contact Email: _____

Cintas Representative Initials: CM Customer Initials: _____

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? _____

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ YES ☐ NO ☐ UNSURE

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form? _____

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: _____

Account Payable Contact Phone #: _____

Account Payable Email: _____

Payer Street Address: _____

City: _____

ST/PROV: _____

ZIP/PC: _____

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

☐ Same as Payer OR ☐ Same as Sold-To

Bill-To Street Address: _____

City: _____

ST/PROV: _____

ZIP/PC: _____

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ Leave at Site and Email ☐ Email Only ☐ Physically Mail ☐ Leave at site after service

Do invoices require a purchase order? ☐ YES ☐ NO If yes, please provide PO# _____

Will the same PO need to appear on each invoice? ☐ YES ☐ NO Is there an expiration date? _____

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ Check

☐ ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: cm Customer Initials: _____

UNIFORM PRODUCT RENTAL PRICING (cont.):

Continued from page 1

[illegible]**WORKPLACE SERVICES PRODUCTS PRICING (cont.):**

Continued from page 1

[illegible]

Cintas Representative Initials: cm Customer Initials: _____

LOCATION LISTING

City of Elkins - Sewer
31 Jones Drive
Elkins, WV 26241

City of Elkins - Waste Water
5 Riverbend Road
Elkins, WV 26241

Cintas Representative Initials: cm Customer Initials: _____