City of Elkins

Regular Council Meeting

February 20, 2025
7:00 PM
Phil Gainer Community Center
142 Robert E Lee Ave. Ext.

AGENDA

1. **Invocation and Pledge of Allegiance**
2. **Call to order and roll call**
3. **Public comment**
4. **Minutes**
   a. Proposed minutes for the meeting of Jan. 23, 2025
5. **Correspondence, Notifications, and Recognitions**
   a. Building permits, zoning permits, and vacant property registrations
6. **Presentation**
   a. Country Roads Transit
7. **Councilor Reports**
8. **Staff reports**
   a. Treasurer's report
9. **Approval of vendor invoice payments**
   a. Vendor invoices presented for approval: Jan. 20-Feb.15, 2025.

      (Available for public review in the city clerk's office two business days before this meeting, as required by W. Va. Ethics Commission Open Meetings Advisory Opinion 2012-04.)
10. **New business**
    a. Resolution 1814: Approving plans for the renovation of City Hall and authorizing staff to seek financing for the estimated project cost
    b. Resolution 1815: Authorizing the execution of an agreement with Optimum for internet service at City Hall
    c. Resolution 1816: Order the relocation of the Fourth Ward and Fifth Ward polling places in city elections
    d. Attorney/client consultation concerning Sanitation Garage
11. **Mayor's comments**
12. **Adjournment**

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	February 20, 2025
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of Jan. 23, 2025
Recommended By:	City Clerk
Summary:	Minutes proposed for the meeting of Jan. 23
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. city council - 2025_01_23 - minutes_proposed

ELKINS COMMON COUNCIL MEETING MINUTES

Phil Gainer Community Center
142 Robert E Lee Ave. Ext.
Elkins, WV 26241
January 23, 2025
7 p.m.

Elkins Common Council met in regular session in the council chamber of city hall. Present were Mayor Jerry A. Marco; Councilors N.E. Bross-Fregonara, A.C. Carroll, R.C. Chenoweth, G.M. Hinchman, B.C. Kerns, C.C. Lowther, D.C. Parker, E. L. Plishka, L.S. Severino, and C.H. Thompson; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Chief T. Bennett; Operations Manager M. Kesecker; and City Clerk S.R. Stokes (recording secretary).

City Attorney G. S. Roberts was absent.

PUBLIC COMMENT

There was no public comment.

MINUTES

Bross-Fregonara **MOVED APPROVAL OF THE MINUTES OF THE MEETING OF JANUARY 9, 2025.** The motion carried.

APPROVAL OF VENDOR INVOICE PAYMENTS

Hinchman **MOVED APPROVAL OF THE INVOICES PRESENTED.** The motion carried.

The invoices in question were as specified on the following list, which is attached and made part of this record:

- Accounts Payable check transactions for the period January 6-17, 2025.

NEW BUSINESS

Lowther **MOVED APPROVAL OF ORDINANCE 340: AMENDING CITY CODE, CHAPTERS 71 AND 93, CONCERNING SKATEBOARDS, ETC. (FINAL READING).** The motion carried.

Carroll **MOVED APPROVAL OF ORDINANCE 341: AMENDING CITY CODE, CHAPTER 152, ZONING, CONCERNING SIGNS (FINAL READING).** The motion carried.

Chenoweth **MOVED APPROVAL OF ORDINANCE 342: AMENDING CITY CODE, CHAPTER 35, CONCERNING CANDIDATE FILING FOR CITY ELECTIONS (FINAL READING).** The motion carried.

Hinchman **MOVED APPROVAL OF ORDINANCE 343: AMENDING CITY CODE, CHAPTER 151, FLOOD DAMAGE PREVENTION (FINAL READING).** The motion carried.

Hinchman **MOVED APPROVAL OF RESOLUTION 1809: FY 2025 GENERAL FUND BUDGET REVISIONS 9-16.** The motion carried.

Plishka **MOVED APPROVAL OF RESOLUTION 1810: AUTHORIZING THE SALE BY PUBLIC AUCTION OF CERTAIN REAL PROPERTY OWNED BY CITY OF ELKINS ADJACENT TO THE SENECA MALL PARKING LOT.** The motion carried.

Resolution 1811 ("Approving proposed agreement for parties participating in the Adopt-a-Tree program") was withdrawn and will not be presented to council.

Carroll **MOVED APPROVAL OF RESOLUTION 1812: APPOINTING D. SMITH TO THE ELKINS PLANNING COMMISSION.** The motion carried.

Plishka **MOVED APPROVAL OF RESOLUTION 1813: APPOINTING K. VANCE AND C. QUATTRO AS BALLOT COMMISSIONERS FOR THE 2025 MUNICIPAL ELECTION.** The motion carried.

Hinchman **MOVED THAT COUNCIL ENTER EXECUTIVE SESSION UNDER THE EXEMPTION IN W. VA. CODE §6-9A-4 (B) (2) (8) ("TO DEVELOP SECURITY PERSONNEL OR DEVICES") FOR THE AGENDA ITEM "IT AND NETWORK SECURITY UPDATE."** The motion carried. The executive session began at 8:11 p.m. and ended at 8:48 p.m. The mayor announced that no decisions were made, and no actions were taken.

The meeting was adjourned at 8:50.

Attest: S.R. Stokes, City Clerk	Jerry A. Marco, Mayor

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	February 20, 2025
Section:	Correspondence, Notifications, and Recognitions
Category:	Presentation
Agenda Item Name:	Building permits, zoning permits, and vacant property registrations
Recommended By:	Building Officer
Summary:	The attached report shows building permits issued 01/07/2025-02/04/2025. There were 8 projects with a total valuation of $128,407.00 Zoning permits show 3 new business. There are currently 54 structures registered as vacant. This year, 43 structures have been billed with $6,400 in vacant property registration fees have been collected and 11 liens have been placed upon properties.
Fiscal Impact:	See summary, above.
Recommendation:	Review presented information
Attachments:	1. Building Permits - 2025_02_06

The attached report shows building permits issued 01/07/2025-02/04/2025. There were 8 projects with a total valuation of $128,407.00

Zoning permits show 3 new business.

There are currently 54 structures registered as vacant. This year, 43 structures have been billed with $6,400 in vacant property registration fees have been collected and 11 liens have been placed upon properties.

BUILDING PERMITS

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2/04/2025 10:14 AM                PROJECT MASTER REPORT                  PAGE:    1
PROJECTS:        THRU ZZZZZZZZZZ                             REPORT SEQUENCE: Project
PROJECT TYPE: Exclude: BPZONING                   CONTRACTOR CLASS: All     - All Contractor Classes
CONTRACTORS:   All
APPLIED DATES:  1/07/2025 THRU  2/04/2025                  EXPIRE DATES:  0/00/0000 THRU 99/99/9999
STATUS INCLUDED: All                                 ISSUED DATES:  0/00/0000 THRU 99/99/9999
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PROJECT: 240346    - RESIDENTIAL REMODEL                TYPE: BR-REM    RESIDENTIAL REMODEL
    PROPERTY:      117 BARRON AVE
  APPLIED DATE:  1/07/2025    ISSUED DATE:   1/07/2025   EXPIRATION DATE:  7/07/2025   COMPLETION DATE:  0/00/0000
   CONTRACTOR: BASEMENTA  BASEMENT AUTHORITY OF WV          ISSUED TO: JONES, JAMES
          132 ROCKY STEP RD                        117 BARRON AVE
          SCOTT DEPOT, WV 25560                     ELKINS, WV  26241
  SQUARE FEET:      241
 DWELLING TYPE: PRIVATE       UNITS:    1
      STATUS: OPEN        BALANCE:         0.00

PROJECT: 240348    - SIGN                        TYPE: SIGN      SIGN
    PROPERTY:      425 DAVIS AVE
  APPLIED DATE:  1/07/2025    ISSUED DATE:   1/07/2025   EXPIRATION DATE:  7/07/2025   COMPLETION DATE:  0/00/0000
   CONTRACTOR: IND MAINT  INDUSTRIAL MAINTENANCE SOL.         ISSUED TO: PAPA JOHNS PIZZA
          2519 FAIRMONT ROAD                        425 DAVIS AVE
          MORGANTOWN, WV 26501                      ELKINS, WV  26241
  SQUARE FEET:       33
 DWELLING TYPE: PUBLIC        UNITS:    1
      STATUS: OPEN        BALANCE:         0.00

PROJECT: 240349    - RESIDENTIAL ELECTRICAL             TYPE: ELEC-RES   RESIDENTIAL ELECTRICAL
    PROPERTY:      28 HIGH ST
  APPLIED DATE:  1/14/2025    ISSUED DATE:   1/14/2025   EXPIRATION DATE:  7/14/2025   COMPLETION DATE:  0/00/0000
   CONTRACTOR: SOLAR     SOLAR HOLLER LLC             ISSUED TO: GARVER-DANIELS , NATHANIEL & TES
          2835 PARK AVENUE                         28 HIGH ST
          HUNTINGTON, WV 25704                      ELKINS, WV  26241
  SQUARE FEET:      462
 DWELLING TYPE: PRIVATE       UNITS:    1
      STATUS: OPEN        BALANCE:         0.00
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PROJECT: 240352 - RESIDENTIAL HVAC CHANGE TYPE: HVAC-RES RESIDENTIAL HVAC CHANGE
PROPERTY: 1112 S HENRY AVE
APPLIED DATE: 1/27/2025 ISSUED DATE: 1/27/2025 EXPIRATION DATE: 7/27/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: TRIANGLEHE TRIANGLE HEATING & COOLING INC ISSUED TO: STUART, MORGAN
PO BOX 822 3916 THIRTEENTH ST NW
ELKINS, WV 26241 WASHINGTON, DC 20011
SQUARE FEET: 1
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240354 - RESIDENTIAL REMODEL TYPE: BR-REM RESIDENTIAL REMODEL
PROPERTY: 240 BOUNDARY AVE
APPLIED DATE: 1/27/2025 ISSUED DATE: 1/27/2025 EXPIRATION DATE: 7/27/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: M&MMARRSSE M & M MARRS SERVICES ISSUED TO: WHETSELL, ROBERT C & CARO
RT 3 BOX 468-4 240 BOUNDARY AVE
ELKINS, WV 26241 ELKINS, WV 26241
SQUARE FEET: 150
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240355 - RESIDENTIAL ELECTRICAL TYPE: ELEC-RES RESIDENTIAL ELECTRICAL
PROPERTY: 128 BUFFALO ST
APPLIED DATE: 1/28/2025 ISSUED DATE: 1/28/2025 EXPIRATION DATE: 7/28/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: SOLAR SOLAR HOLLER LLC ISSUED TO: CARROLL, ANDREW C
2835 PARK AVENUE 128 BUFFALO ST
HUNTINGTON, WV 25704 ELKINS, WV 26241
SQUARE FEET: 720
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240357 - RESIDENTIAL WINDOWS TYPE: WIND-RES RESIDENTIAL WINDOWS
PROPERTY: 229 EVERGREEN DR
APPLIED DATE: 2/03/2025 ISSUED DATE: 2/03/2025 EXPIRATION DATE: 8/06/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: HANSHAWENT HANSHAW ENTERPRISES INC ISSUED TO: KITTLE, DAWN J
148 MIDDLETOWN RD 229 EVERGREEN DR
FAIRMONT, WV 26554 ELKINS, WV 26241
SQUARE FEET: 18
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 25.00

PROJECT: 240358 - SIGN TYPE: SIGN SIGN
PROPERTY: 812 GORMAN AVE
APPLIED DATE: 2/03/2025 ISSUED DATE: 2/03/2025 EXPIRATION DATE: 8/06/2025 COMPLETION DATE: 0/00/0000
CONTRACTOR: THESIGNGUY THE SIGN GUY LC ISSUED TO: VANDALIA SERVICES
9 1/2 FRANKLIN ST 312 BUFFALO ST
BUCKHANNON, WV 26201 ELKINS, WV 26241
SQUARE FEET: 86
DWELLING TYPE: PUBLIC UNITS: 3
STATUS: OPEN BALANCE: 68.00

ZONING PERMITS

2/04/2025 10:17 AM PROJECT MASTER REPORT PAGE: 1
PROJECTS: THRU ZZZZZZZZZZ REPORT SEQUENCE: Project
PROJECT TYPE: Include: BPZONING CONTRACTOR CLASS: All - All Contractor Classes
CONTRACTORS: All
APPLIED DATES: 1/07/2025 THRU 2/04/2025 EXPIRE DATES: 0/00/0000 THRU 99/99/9999
STATUS INCLUDED: All ISSUED DATES: 0/00/0000 THRU 99/99/9999

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PROJECT: 240347 - ZONING PERMIT TYPE: BPZONING ZONING
PROPERTY: 220 DAVIS AVE
APPLIED DATE: 1/07/2025 ISSUED DATE: 1/07/2025 EXPIRATION DATE: 1/07/2026 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: LUKESTONE LEGACY LLC
1308 KINGS RUN ROAD
BEVERLY, WV 26253
SQUARE FEET: 1
DWELLING TYPE: PUBLIC UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240353 - ZONING PERMIT TYPE: BPZONING ZONING
PROPERTY: 105 SECOND ST
APPLIED DATE: 1/27/2025 ISSUED DATE: 1/27/2025 EXPIRATION DATE: 1/27/2026 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: MORA BAKERY LLC
202 FIRST ST
ELKINS, WV 26241
SQUARE FEET: 1
DWELLING TYPE: PRIVATE UNITS: 1
STATUS: OPEN BALANCE: 0.00

PROJECT: 240356 - ZONING PERMIT TYPE: BPZONING ZONING
PROPERTY: 108 THIRD ST
APPLIED DATE: 2/03/2025 ISSUED DATE: 2/03/2025 EXPIRATION DATE: 2/03/2026 COMPLETION DATE: 0/00/0000
CONTRACTOR: ISSUED TO: REVITALIZE HEALTH & MED SPA
1400 JOHNSON AVENUE, STE 4A
BRIDGEPORT, WV 26330
SQUARE FEET: 1
DWELLING TYPE: PUBLIC UNITS: 1
STATUS: OPEN BALANCE: 10.00

VACANT STRUCTURE BILLING

2/04/2025 10:20 AM F E E C O D E R E P O R T PAGE: 1
LICENSES: THRU ZZZZZZZZZZ
LIC CODES: Include: CE-VAC
LIC STATUS:Pending, Active, Renewed
FEE CODES: All

ORIGINATION DATE: 3/01/2023 THRU 2/04/2025
EFFECTIVE DATE: 0/00/0000 THRU 99/99/9999
EXPIRATION DATE: 0/00/0000 THRU 99/99/9999
PRINT DATE: 0/00/0000 THRU 99/99/9999

FEE CODE: VACANT - VACANT PROPERTY FEE

LICENSE	PERIOD	LIC CODE	STATUS	REPORT	ISSUED TO		# of Years	CHARGES
24226	9/12/23 - 9/13/23	CE-VAC	Active	CODE	WOODLANDS DEVELOPMENT GRO		3.0000	400.00
24285	3/04/24 - 3/05/24	CE-VAC	Pending	CODE	HOSEY	LINDA	1.0000	200.00
24286	3/04/24 - 3/05/24	CE-VAC	Pending	CODE	HOSEY	LINDA	1.0000	200.00
24287	3/04/24 - 3/05/24	CE-VAC	Active	CODE	HIGGINS	MARIE	1.0000	200.00
24289	3/04/24 - 3/05/24	CE-VAC	Active	CODE	METHENY	MICHE	1.0000	200.00
24290	3/04/24 - 3/05/24	CE-VAC	Active	CODE	MILLER	LINDA	1.0000	200.00
24294	3/12/24 - 3/13/24	CE-VAC	Active	CODE	CHUA	DOMIN	1.0000	200.00
24295	3/12/24 - 3/13/24	CE-VAC	Active	CODE	ARBOGAST	GARY	1.0000	200.00
24302	3/19/24 - 3/20/24	CE-VAC	Active	CODE	AUVIL	BENJA	1.0000	200.00
24303	3/19/24 - 3/20/24	CE-VAC	Active	CODE	PROUDFOOT	LINDA	1.0000	200.00
24305	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	HALLE	SHANE	1.0000	200.00
24306	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	ARMENTROUT	WILLI	1.0000	200.00
24307	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	ARMENTROUT	WILLI	1.0000	200.00
24308	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	CORDER	DEBOR	2.0000	200.00
24309	10/16/24 - 10/17/24	CE-VAC	Active	CODE	GUSTKE	JAMES		200.00
24310	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	GRAHAM	ANNA	1.0000	200.00
24311	3/19/24 - 3/20/24	CE-VAC	Pending	CODE	ANGER	MIKE	1.0000	200.00
24312	3/19/24 - 3/20/24	CE-VAC	Active	CODE	SHIFFLETT	DAVID	2.0000	200.00
24314	3/19/24 - 3/20/24	CE-VAC	Active	CODE	BEVERLY PIKE LAND LLC		2.0000	200.00
24315	3/19/24 - 3/20/24	CE-VAC	Active	CODE	GUSTKE	JAMES	2.0000	200.00
24323	4/04/24 - 4/05/24	CE-VAC	Active	CODE	COMIS	DINO	2.0000	200.00
24324	4/04/24 - 4/05/24	CE-VAC	Active	CODE	BOGGS	ANGEL	2.0000	200.00
24325	4/04/24 - 4/05/24	CE-VAC	Active	CODE	SHOMO	LINDA	2.0000	200.00
24326	4/04/24 - 4/05/24	CE-VAC	Active	CODE	STEVENSON	JULIA	2.0000	200.00
24327	4/04/24 - 4/05/24	CE-VAC	Active	CODE	YEAGER	MARVI	2.0000	200.00
24328	4/04/24 - 4/05/24	CE-VAC	Active	CODE	KIRKPATRICK	KRIST	2.0000	200.00
24333	4/16/24 - 4/17/24	CE-VAC	Active	CODE	VARNEY	CHARL	2.0000	200.00
24334	4/16/24 - 4/17/24	CE-VAC	Active	CODE	MESSINGER	DAVID	2.0000	200.00
24335	4/16/24 - 4/17/24	CE-VAC	Renewed	CODE	WHITE	DELAI	2.0000	200.00
24335	6/24/24 - 6/25/24	CE-VAC	Active	CODE	WHITE	DELAI	2.0000	200.00
24336	4/16/24 - 4/17/24	CE-VAC	Active	CODE	KNUTTI	FREDE	2.0000	200.00
24337	4/16/24 - 4/17/24	CE-VAC	Renewed	CODE	LOTHES	WILFR	2.0000	200.00
24337	6/04/24 - 6/05/24	CE-VAC	Active	CODE	LOTHES	WILFR	2.0000	200.00
24343	4/29/24 - 4/30/24	CE-VAC	Active	CODE	KHAN	FARUK	2.0000	200.00
24344	4/29/24 - 4/30/24	CE-VAC	Active	CODE	HATFIELD	WANDA	2.0000	200.00
24345	4/29/24 - 4/30/24	CE-VAC	Pending	CODE	SHOCKEY	KATHE	2.0000	200.00
24346	4/29/24 - 4/30/24	CE-VAC	Pending	CODE	SHOCKEY	KATHE	2.0000	200.00
24347	4/29/24 - 4/30/24	CE-VAC	Pending	CODE	KIRKPATRICK	REBEC	2.0000	200.00
24406	8/12/24 - 8/13/24	CE-VAC	Active	CODE	MOORE	GREGO	2.0000	200.00
24407	8/12/24 - 8/13/24	CE-VAC	Active	CODE	CARR	CAROL	2.0000	200.00
24425	10/03/24 - 10/04/24	CE-VAC	Active	CODE	HUNTINGTON NATIONAL BANK		2.0000	200.00
24439	11/01/24 - 11/02/24	CE-VAC	Active	CODE	SAFEGUARD PROPERTIES PRES		2.0000	200.00
24448	12/02/24 - 12/25/25	CE-VAC	Active	CODE	KING	WILLI	2.0000	200.00

REPORT TOTALS: 43 71.0000 8,800.00

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	February 20, 2025
Section:	Staff reports
Category:	Presentation
Agenda Item Name:	Treasurer's report
Recommended By:	
Summary:	The attached report from the City Treasurer includes: • General Fund Revenue Detail report showing: most recent month's revenues, YTD revenues, and YTD actual revenues as percentage of budgeted revenues • Bank account balances • Budget control summary
Fiscal Impact:	n/a
Recommendation:	Review presented information
Attachments:	1. Treasurer's Report - 2025_02_20

General Fund Revenue Detail

	January Revenues	YTD Revenues	Percent of Revenues Collected Per Budget	Percent of Yr. Completed 58.33
Unassigned Fund Balance				
County Tax	$26,269.02	$856,066.44	69.54%	1,231,105.00
B & O Tax	$410,290.65	$1,508,782.07	94.06%	1,604,000.00
Hotel/Motel Tax	$17,000.55	$197,723.84	98.76%	200,200.00
Gas & Oil Severance Tax	$0.00	$25,525.61	51.05%	50,000.00
2% City Utility Tax	$7,874.04	$56,496.20	66.47%	85,000.00
Utility Excise Tax	$25,536.64	$193,049.65	62.27%	310,000.00
Liquor Tax	$0.00	$42,923.71	46.66%	92,000.00
Police	$814.56	$7,538.80	47.12%	16,000.00
Municipal Court	$1,082.44	$14,194.13	33.84%	41,950.00
Code Enforcement	$315.53	$16,409.86	54.70%	30,000.00
Business License	$430.00	$10,664.15	38.78%	27,500.00
Intergovernmental	$17,690.59	$962,498.85	422.12%	228,017.00
Franchise/IRP Fees	$204.57	$67,415.37	53.08%	127,000.00
Phil Gainer Community Center	$4,680.00	$29,121.00	72.80%	40,000.00
Misc. Revenue	$10,049.34	$156,156.33	115.02%	135,760.00
Municipal Sales Tax	$406,500.55	$1,145,068.44	81.79%	1,400,000.00
TOTAL	**$928,738.48**	**$5,289,634.45**	**94.15%**	5,618,532.00

Intergovernmental increased revenues are due to 2 DOJ grant deposits (7/2/24 $158,074.82 & 8/1/24 $640,547.27)

FY2025 Budget Control Summary

General Fund

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	YTD TOTALS
Revenues	$1,137,832.22	$964,721.09	$441,020.42	$1,108,391.62	$574,600.39	$134,330.23	$928,738.48	$0.00	$0.00	$0.00	$0.00	$0.00	$376,252.52	$5,289,634.45
Expenses	$756,007.18	$1,337,901.18	$541,155.22	$554,684.27	$712,624.16	$489,439.53	$521,570.39	$0.00	$0.00	$0.00	$0.00	$0.00		$4,913,381.93

Sanitation Fund

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	YTD TOTALS
Revenues	$120,655.66	$125,941.58	$120,782.16	$130,050.87	$128,118.67	$115,390.02	$127,979.89	$0.00	$0.00	$0.00	$0.00	$0.00	-$55,275.17	$868,918.85
Expenses	$145,269.77	$117,882.18	$126,414.32	$149,493.53	$138,141.77	$133,838.08	$113,154.37	$0.00	$0.00	$0.00	$0.00	$0.00		$924,194.02

Sewer Fund

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	YTD TOTALS
Revenues	$281,446.53	$262,524.76	$243,041.16	$280,581.66	$260,173.50	$273,492.08	$320,919.24	$0.00	$0.00	$0.00	$0.00	$0.00	-$68,955.83	$1,922,178.93
Expenses	$267,166.54	$246,266.86	$269,123.07	$238,704.73	$251,576.15	$365,262.04	$353,035.37	$0.00	$0.00	$0.00	$0.00	$0.00		$1,991,134.76

Water Fund

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	YTD TOTALS
Revenues	$416,751.93	$431,270.32	$363,415.43	$436,595.16	$457,067.65	$398,593.64	$371,688.92	$0.00	$0.00	$0.00	$0.00	$0.00	$158,291.81	$2,875,383.05
Expenses	$452,103.21	$398,220.90	$414,455.87	$406,571.65	$401,673.57	$341,055.83	$303,010.21	$0.00	$0.00	$0.00	$0.00	$0.00		$2,717,091.24

Fire Fund

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	YTD TOTALS
Revenues	$53,017.83	$91,922.15	$63,908.09	$48,472.65	$79,701.26	$0.00	$136,571.83	$0.00	$0.00	$0.00	$0.00	$0.00	-$185,466.23	$473,593.81
Expenses	$107,354.02	$83,438.32	$87,906.66	$82,554.88	$113,659.85	$85,115.28	$99,031.03	$0.00	$0.00	$0.00	$0.00	$0.00		$659,060.04

Landfill Fund

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	YTD TOTALS
Revenues	$566.80	$497.89	$515.81	$463.58	$453.90	$437.53	$377.30	$0.00	$0.00	$0.00	$0.00	$0.00	$2,742.79	$3,312.81
Expenses	$174.31	$0.00	$183.37	$24.30	$0.00	$175.02	$13.02	$0.00	$0.00	$0.00	$0.00	$0.00		$570.02

Bank Account Name	Balance as of 1/31/2025
ARPA	$180,774.19
Elkins Building Comm. Sinking Fund	$0.00
Elkins Municipal Building Comm.	$0.00
Financial Stabilization	$760,784.94
Fire Pension Fund	$3,023,813.33
Firemen's Pension & Relief Fund	$0.00
Grant Co Bank-Whitmer	$13,492.89
Landfill Access Escrow	$1,944,312.82
Landfill Post Closure	$48,765.13
Ohio Valley-Construction Draw	$0.00
Opioid	$29,312.42
Payroll	$692.52
Police Forfeitures	$17,150.91
Police Pension Fund	$5,054,073.68
Police Seizures	$22,803.61
Policemen's Pension & Relief Fund	$0.00
Pooled Cash-Coal Severance Fund	$111,756.70
Pooled Cash-Fire Fund	$219,273.75
Pooled Cash-General Fund	$2,138,780.52
Pooled Cash-Landfill Fund	$131,035.74
Pooled Cash-Parks Fund	$770,109.28
Pooled Cash-Sanitation Fund	$556,285.81
Pooled Cash-Sewer Fund	$149,359.12
Pooled Cash-Water Fund	$532,655.51
Sewer Depreciation	$241,708.05
Sewer O&M	$591,803.17
TIF District #1	$60,270.66
Water Depreciation	$214,126.73
Water O&M	$564,256.51

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	February 20, 2025
Section:	Approval of vendor invoice payments
Category:	Action Item
Agenda Item Name:	Vendor invoices presented for approval: Jan. 20-Feb.15, 2025. *(Available for public review in the city clerk's office two business days before this meeting, as required by W. Va. Ethics Commission Open Meetings Advisory Opinion 2012-04.)*
Recommended By:	City Treasurer
Summary:	Accounts payable transactions in all funds Jan. 20-Feb.15, 2025.
Fiscal Impact:	Report details $1,616,570.52 in transactions from all funds.
Recommendation:	Consider for approval
Attachments:	1. AP Check Report - 2025_02_20

VENDOR SET: 01 Elkins
BANK: ARPA America Rescue Plan Act
DATE RANGE: 1/20/2025 THRU 2/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02743	Hull's Contracting Inc							
I-Appl 2	Application #2	R	1/22/2025	69,391.96		000123		69,391.96
02757	Playground Outfitters							
I-QN000712	Recycled Rubber Mulch	R	1/28/2025	5,683.00		000124		5,683.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2			75,074.96	0.00	75,074.96
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: ARPA TOTALS:	2	75,074.96	0.00	75,074.96
BANK: ARPA TOTALS:	2	75,074.96	0.00	75,074.96

VENDOR SET: 01 Elkins
BANK: GCBAN Grant Co Bank-Whitmer
DATE RANGE: 1/20/2025 THRU 2/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00310	Griffith & Associates, PLLC							
I-15150	Prof Services 10/24-11/24	R	1/22/2025	652.00		000032		652.00
00471	FirstEnergy MP/PE							
I-011325 Whitmer	Church Hill Rd 120824-010725	R	1/22/2025	1,175.09		000033		1,175.09

* * TOTALS * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2			1,827.09	0.00	1,827.09
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: GCBANTOTALS:	2	1,827.09	0.00	1,827.09
BANK: GCBAN TOTALS:	2	1,827.09	0.00	1,827.09

VENDOR SET: 01 Elkins
BANK: OVBSA Construction Draw
DATE RANGE: 1/20/2025 THRU 2/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02605	Commercial Builders Inc							
I-Appl #8	contracted services	R	2/04/2025	192,770.20		000009		192,770.20
01155	Vannostrand Architects, PLLC							
I-18030440-2	contracted services	R	2/11/2025	4,000.00		000010		4,000.00
02605	Commercial Builders Inc							
I-Appl #9	contracted services	R	2/11/2025	182,839.30		000011		182,839.30

** TOTALS **	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	3			379,609.50	0.00	379,609.50
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: OVBSATOTALS:	3	379,609.50	0.00	379,609.50
BANK: OVBSA TOTALS:	3	379,609.50	0.00	379,609.50

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 1/20/2025 THRU 2/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00381	Grover C Jackson Jr							
C-CORR 02/25 RENT	2/25 Rent to be prorated	N	2/04/2025	1,800.00CR		000000		
I-02/25 Rent	Rent 02/2025	N	2/04/2025	1,800.00		000000		
00471	FirstEnergy MP/PE							
C-Corr 011325	Corr Bank -Whitmer	N	1/22/2025	1,175.09CR		000000		
I-Whitmer 011325	Church Hill Rd 120824-010725	N	1/22/2025	1,175.09		000000		
00741	Great-West Trust Company LLC							
I-VF 202501221729	Voya	D	1/22/2025	570.00		006765		
I-VF2202501221729	Voya AT	D	1/22/2025	100.00		006765		670.00
00792	WV Consolidated Retirement Boa							
I-RTD202501071726	Retirement	D	1/22/2025	7,702.30		006766		
I-RTD202501221729	Retirement	D	1/22/2025	8,455.73		006766		16,158.03
00952	WV Consolidated Retirement Boa							
I-RTF202501071726	Retirement	D	1/22/2025	5,036.90		006767		
I-RTF202501221729	Retirement	D	1/22/2025	2,736.20		006767		
I-RTN202501071726	Retirement	D	1/22/2025	6,290.44		006767		
I-RTN202501221729	Retirement	D	1/22/2025	5,139.54		006767		19,203.08
00993	WV Consolidated Retirement Boa							
I-RT6202501071726	Retirement 6%	D	1/22/2025	9,591.20		006768		
I-RT6202501071727	Retirement 6%	D	1/22/2025	348.35		006768		
I-RT6202501221729	Retirement 6%	D	1/22/2025	9,873.76		006768		19,813.31
02667	Health Equity							
I-HSA202501221729	Health Savings	D	1/22/2025	906.54		006769		906.54
02417	US Bank Corporate Payment Syst							
I-VisaFleet 123124	Visa Fleet Pmt 123124	D	1/29/2025	13,169.77		006782		13,169.77
02417	US Bank Corporate Payment Syst							
I-Visa NonFlt 123124	Visa NonFleet Pmt 123124	D	1/29/2025	94,266.19		006869		94,266.19
00471	FirstEnergy MP/PE							
I-Barron 011625	Barron 121524-011525	D	2/04/2025	15,603.87		006870		15,603.87
00741	Great-West Trust Company LLC							
I-VF 202502041731	Voya	D	2/04/2025	570.00		006871		
I-VF2202502041731	Voya AT	D	2/04/2025	100.00		006871		670.00

VENDOR I.D.		NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02667		Health Equity							
	I-HSA202502041731	Health Savings	D	2/11/2025	906.54		006872		906.54
1		DEPARTMENT OF HUMAN							
	I-000202501211728	US REFUND	R	1/21/2025	208.00		016559		208.00
00116		Child Support Enforcement							
	I-CDS202501221729	Child Support	R	1/22/2025	681.40		016560		681.40
00121		Citizens Bank of WVFP							
	I-FP 202501221729	Fire Pension	R	1/22/2025	339.61		016561		339.61
00122		Citizens Bank of WVPP							
	I-PP 202501221729	Police Pension	R	1/22/2025	179.85		016562		
	I-PPN202501221729	Police Pension-2010 Forward	R	1/22/2025	297.53		016562		477.38
00147		COE Misc							
	I-MIS202501221729	Misc Reimbursements	R	1/22/2025	518.00		016563		518.00
00150		COE Payroll							
	I-T1 202501221729	Federal Withholding	R	1/22/2025	15,275.92		016564		15,275.92
00151		COE Payroll							
	I-T3 202501221729	FICA	R	1/22/2025	23,125.54		016565		
	I-T4 202501221729	Medicare	R	1/22/2025	5,705.56		016565		28,831.10
00152		COE Payroll							
	I-T2 202501221729	State Withholding	R	1/22/2025	6,352.00		016566		6,352.00
00203		Davis Trust Company							
	I-CC 202501221729	Employee Christmas Club	R	1/22/2025	2,600.00		016567		2,600.00
00747		Washington National Insurance							
	I-WN 202501221729	Washington National Insurance	R	1/22/2025	574.13		016568		574.13
00837		COE Payroll Reimbursement							
	I-001202501221729	Payroll Reimbursement	R	1/22/2025	67,649.10		016569		
	I-006202501221729	Payroll Reimbursement	R	1/22/2025	4,253.77		016569		
	I-036202501221729	Payroll Reimbursement	R	1/22/2025	13,926.67		016569		
	I-400202501221729	Payroll Reimbursement	R	1/22/2025	28,904.42		016569		
	I-401202501221729	Payroll Reimbursement	R	1/22/2025	15,018.27		016569		
	I-404202501221729	Payroll Reimbursement	R	1/22/2025	12,871.02		016569		142,623.25

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 1/20/2025 THRU 2/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01885	Colonial Life							
I-CL 202501221729	Colonial Life-AT	R	1/22/2025	112.10		016570		
I-CLP202501221729	Colonial Life-PT	R	1/22/2025	52.52		016570		164.62
00006	AFLAC							
I-AF 202501071726	Aflac-After Tax Ins	R	1/22/2025	564.09		016571		
I-AF 202501221729	Aflac-After Tax Ins	R	1/22/2025	564.09		016571		
I-AFL202501071726	Aflac Insurance	R	1/22/2025	297.78		016571		
I-AFL202501221729	Aflac Insurance	R	1/22/2025	297.78		016571		1,723.74
00242	Elkins Professional Firefighte							
I-EPF202501071726	Elkins Professional FF	R	1/22/2025	135.00		016572		
I-EPF202501221729	Elkins Professional FF	R	1/22/2025	135.00		016572		270.00
00484	Mountaineer Gas Company							
I-153Bearhnt 010325	Bearhunter 111424-121724	R	1/22/2025	38.00		016573		38.00
00591	Retiree Health Benefit Trust F							
I-01/25 Retirees	Retirees RHBT 01/2025	R	1/22/2025	2,137.00		016574		
I-RHB202501221729	Retiree Health Benefit Trust	R	1/22/2025	2,584.00		016574		4,721.00
00787	WV Bureau of Employment Progra							
I-SUV202501071726	State Unemployment-Vol Fire	R	1/22/2025	28.35		016575		28.35
00805	WV FBMC							
I-MFB202501071726	Mt. Flex Benefit	R	1/22/2025	1,960.05		016576		
I-MFB202501221729	Mt. Flex Benefit	R	1/22/2025	1,960.05		016576		3,920.10
00810	WV Public Employee Insurance A							
I-BL 202501221729	Basic Life Benefit	R	1/22/2025	186.12		016577		
I-CEC202501071726	Plan C E/C	R	1/22/2025	1,268.00		016577		
I-CEC202501221729	Plan C E/C	R	1/22/2025	1,268.00		016577		
I-CF 202501071726	Plan C Family	R	1/22/2025	18,690.00		016577		
I-CF 202501221729	Plan C Family	R	1/22/2025	18,690.00		016577		
I-CS 202501071726	Plan C Single	R	1/22/2025	6,180.00		016577		
I-CS 202501221729	Plan C Single	R	1/22/2025	6,180.00		016577		
I-DL 202501071726	Dependent Life	R	1/22/2025	101.89		016577		
I-DL 202501221729	Dependent Life	R	1/22/2025	101.89		016577		
I-OL 202501071726	Optional Life	R	1/22/2025	418.73		016577		
I-OL 202501221729	Optional Life	R	1/22/2025	418.73		016577		
I-TOF202501071726	Tobacco Surcharge Family	R	1/22/2025	425.00		016577		
I-TOF202501221729	Tobacco Surcharge Family	R	1/22/2025	425.00		016577		
I-TOS202501071726	Tobacco Surcharge Single	R	1/22/2025	112.50		016577		
I-TOS202501221729	Tobacco Surcharge Single	R	1/22/2025	112.50		016577		54,578.36

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 1/20/2025 THRU 2/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01751	COE WWTP							
I-202501136940	Backwash 12/2024	R	1/22/2025	1,009.65		016578		1,009.65
02608	Zinn's R Us Inc							
I-3053	Holding Tanks	R	1/22/2025	400.00		016579		
I-3059	4 Holding Tanks	R	1/22/2025	400.00		016579		
I-3060	Holding Tanks	R	1/22/2025	400.00		016579		1,200.00
02743	Hull's Contracting Inc							
I-Appl #2	Application #2	R	1/22/2025	3,103.04		016580		3,103.04
00247	Elkins Truck Service, Inc							
I-156270	Tire Chains	R	1/22/2025	398.97		016581		398.97
00468	Miss Utility of West Virginia,							
I-WV24-5686	Message Fees for 12/24	R	1/22/2025	145.55		016582		145.55
00471	FirstEnergy MP/PE							
I-5Baxter 011625	5Baxter 122324-011525	R	1/22/2025	203.67		016583		
I-CityPk 011425	City Park 121024-011025	R	1/22/2025	34.65		016583		
I-Park 011425	Park St 121024-011025	R	1/22/2025	21.25		016583		
I-Park St 011425	Park St 121024-011025	R	1/22/2025	21.98		016583		
I-ParkSt465 011425	Park St 121024-011025	R	1/22/2025	21.25		016583		302.80
00628	Seneca Designs							
I-47329	TShirts -EPRC Basketball	R	1/22/2025	520.00		016584		520.00
00670	Steptoe & Johnson PLLC							
I-1167659	Sanitary Bd services 113024	R	1/22/2025	295.00		016585		295.00
01169	Kathy's Decorating & Design							
I-987251	Blue Christmas Expenses	R	1/22/2025	719.01		016586		719.01
01447	Heritage Fire Equipment							
I-13570	E406 Valve	R	1/22/2025	469.71		016587		
I-14141	E403 Valve	R	1/22/2025	986.69		016587		1,456.40
01790	Crim Law Office PLLC							
I-466	Sanitary Bd 11/2024	R	1/22/2025	370.00		016588		370.00
01833	P3 Cost Analysts							
I-27659	VISA VUIRF program 01/25	R	1/22/2025	579.21		016589		579.21

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 1/20/2025 THRU 2/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02347	LEAF							
I-17614394	Tosh 4525AC 011025	R	1/22/2025	501.30		016590		501.30
02753	Uriel Perez							
I-BNDRFND	Bond Refund Miquel Leon Lux	R	1/22/2025	997.00		016591		997.00
02754	American Bulldog Electrical LL							
I-INV0273	Srv-Labor-Sticker Calibration	R	1/22/2025	547.00		016592		547.00
00032	Absolute Assurance Drug Test L							
I-6438	Testing Kyle/White	R	1/28/2025	84.00		016593		84.00
00119	First-Citizens Bank & Trust Co							
I-46356919	Kyocera 020625	R	1/28/2025	52.50		016594		
I-46356920	Konica Minolta 020825	R	1/28/2025	55.00		016594		107.50
00471	FirstEnergy MP/PE							
I-RRAve 012125	RR Ave 121324-011525	R	1/28/2025	204.14		016595		204.14
00484	Mountaineer Gas Company							
I-1BAXTER 012225	1 Baxter 120924-010825	R	1/28/2025	526.29		016596		
I-1Bxtr 012225	1 Baxter CG 120924-010825	R	1/28/2025	741.71		016596		
I-216 4th 012225	216 4th 120924-010825	R	1/28/2025	1,725.20		016596		
I-216 4th B 012225	216 4th 120924-010825	R	1/28/2025	48.59		016596		
I-401 Davis 012225	401 Davis 120924-010925	R	1/28/2025	3,934.93		016596		
I-917 SRR 012225	917 S RR 120924-010925	R	1/28/2025	1,378.37		016596		
I-Barron 012225	Barron 120924-010825	R	1/28/2025	179.73		016596		
I-Baxter 012225	Baxter 120924-010825	R	1/28/2025	1,172.56		016596		
I-Center 012225	Center 120924-010825	R	1/28/2025	235.91		016596		
I-Flood Ctrl 012225	Flood Control 120924-010925	R	1/28/2025	1,294.07		016596		
I-Glendale 012225	Glendale 120924-010825	R	1/28/2025	264.02		016596		
I-Inds Pk 012225	Industrial Pk 120924-010925	R	1/28/2025	282.70		016596		
I-RELee 012225	R E Lee 120924-010925	R	1/28/2025	1,266.03		016596		
I-Stewart 012225	Stewart 120924-010925	R	1/28/2025	56.15		016596		13,106.26
00500	Newlons International Sales, L							
I-01W3602	Replace DEF Sensor TK7	R	1/28/2025	1,091.32		016597		1,091.32
00517	Ohio Valley Bank							
I-6300002950 020125	6300002950 020125	R	1/28/2025	3,558.81		016598		3,558.81
00550	Precision Pump & Valve Service							
I-0141361-IN	Volute Drilled/Wear Ring	R	1/28/2025	11,836.00		016599		11,836.00

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 1/20/2025 THRU 2/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00591	Retiree Health Benefit Trust F							
I-Council 01/2025	Chenoweth/Serverino 01/25	R	1/28/2025	68.00		016600		68.00
00707	Trickett's LLC							
I-121	Screw Hks/Fasteners	R	1/28/2025	40.28		016601		40.28
00805	WV FBMC							
I-RCHEN 01/2025	RChenoweth 01/2025	R	1/28/2025	102.84		016602		102.84
00810	WV Public Employee Insurance A							
I-LSeverino 01/2025	LisaSeverino Health/Life 01/25	R	1/28/2025	463.98		016603		
I-RCHEN 01/2025	RChenoweth Health/Life	R	1/28/2025	891.98		016603		1,355.96
00839	Motorola Solutions, Inc.							
I-8282052650	8-APX Radio	R	1/28/2025	50,958.64		016604		50,958.64
01212	Penn Valley Pump Co., Inc.							
I-19522	Trunnion NEO	R	1/28/2025	591.60		016605		591.60
01447	Heritage Fire Equipment							
I-14184	Sensor/Gauge	R	1/28/2025	607.37		016606		607.37
01790	Crim Law Office PLLC							
I-464	Attny Services 11/2024	R	1/28/2025	6,970.00		016607		
I-465	Municipal Ct 11/2024	R	1/28/2025	2,790.00		016607		9,760.00
01942	Elkins Municipal Building Comm							
I-1214756-12 020125	1214756-12 020125 Interest	R	1/28/2025	96.17		016608		96.17
02347	LEAF							
I-17762744	Tosh 5525AC 020825	R	1/28/2025	304.49		016609		
I-17780540	Toshiba 4525AC 011025	R	1/28/2025	449.01		016609		
I-17784180	Tosh E4515AC 021125	R	1/28/2025	304.80		016609		
I-17799203	Tosh ES4515AC 021325	R	1/28/2025	133.78		016609		1,192.08
02403	Diversified Air Systems Inc							
I-INV-187617	Air Compressor Parts	R	1/28/2025	1,086.70		016610		1,086.70
02649	Civil & Enviromental Consultan							
I-458021	Proj345-500 Georgetown Rd	R	1/28/2025	15,000.00		016611		
I-458023	Georgetown Rd Sewer Ext 123124	R	1/28/2025	1,600.00		016611		16,600.00
02724	Harris Electrical Services LLC							
I-1011	Rpl Access Cntrl Pads/Wire	R	1/28/2025	3,070.00		016612		3,070.00

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02757	Playground Outfitters							
I-QN000712 Parks	Recycled Rubber Mulch	R	1/28/2025	5,894.40		016613		5,894.40
02758	The Charm Farm							
I-CKREQ 012325	Reimb-Sewer Dmg 1210 SDavis	R	1/28/2025	5,984.57		016614		5,984.57
02759	Oriri Consultants Inc							
I-INV 001	HR Services 010825-011025	R	1/28/2025	200.00		016615		200.00
1	DEPARTMENT OF HUMAN							
I-000202501281730	US REFUND	R	1/28/2025	52.00		016616		52.00
00143	COE General Fund 2							
I-02/25 Indirects	Monthly indirects 02/2025	R	2/04/2025	16,751.44		016617		16,751.44
00149	COE Parks and Recreation							
I-02/2025 Support	Monthly Support 02/2025	R	2/04/2025	25,483.00		016618		25,483.00
00158	COE Water Depreciation Account							
I-01/25 Water Depr	Water Depr Deposit 01/2025	R	2/04/2025	9,001.73		016619		9,001.73
00235	Elkins Building Comm.							
I-02/25 Pmt	Monthly Pmt 02/2025	R	2/04/2025	3,483.79		016620		3,483.79
00287	Garrett Equipment Rentals, LLC							
I-74415	Light Kit/Stand Assy/LockPinKt	R	2/04/2025	3,142.26		016621		
I-74471	Relief Valve	R	2/04/2025	41.05		016621		
I-74484	Gland Nut Assy/3 Port Module	R	2/04/2025	506.04		016621		
I-74546	Chute Kit	R	2/04/2025	1,695.84		016621		
I-74563	Snow Plow Harness Kit	R	2/04/2025	610.70		016621		5,995.89
00378	J F Allen Co.							
I-15733143	21.35 tn Salt	R	2/04/2025	2,332.49		016622		
I-15733148	20.58 tn Salt	R	2/04/2025	2,248.37		016622		
I-15733152	21.34 tn Salt	R	2/04/2025	2,331.40		016622		6,912.26
00457	Metalworks, Inc.							
I-13641	Mft 2 studs for WW	R	2/04/2025	205.00		016623		205.00
00573	Randolph County Development Au							
I-6585	Rent 02/2025	R	2/04/2025	400.00		016624		400.00
00855	Agency LMC							
I-3925	December 2024 Edits	R	2/04/2025	1,051.58		016625		1,051.58

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00892	McMaster-Carr							
I-39332475	SS Screen/Clamps	R	2/04/2025	244.67		016626		244.67
01313	COE Water O & M Account							
I-01/25 Water O&M	Water O&M Dep 01/2025	R	2/04/2025	12,902.14		016627		12,902.14
01335	FOP Lodge #104							
I-2025 Dues	2025 Dues	R	2/04/2025	455.00		016628		455.00
01447	Heritage Fire Equipment							
I-14181	Handlelok Bracket	R	2/04/2025	79.90		016629		79.90
01790	Crim Law Office PLLC							
I-469	Attorney Services 12/2024	R	2/04/2025	7,860.00		016630		7,860.00
01942	Elkins Municipal Building Comm							
I-1214756-11 021525	1214756-11 021525 42	R	2/04/2025	4,833.20		016631		4,833.20
02157	Jerry A Marco							
I-CKREQ 012925	Reimb WVML Legislative Fnctn	R	2/04/2025	300.00		016632		
I-WVML 012525	WVML Leg 012525-012625	R	2/04/2025	326.85		016632		626.85
02608	Zinn's R Us Inc							
I-3148	4 septic holding tanks	R	2/04/2025	400.00		016633		
I-3149	4 Septic Holding Tanks	R	2/04/2025	400.00		016633		800.00
00116	Child Support Enforcement							
I-CDS202502041731	Child Support	R	2/04/2025	681.40		016634		681.40
00121	Citizens Bank of WVFP							
I-FP 202502041731	Fire Pension	R	2/04/2025	370.07		016635		370.07
00122	Citizens Bank of WVPP							
I-PP 202502041731	Police Pension	R	2/04/2025	180.40		016636		
I-PPN202502041731	Police Pension-2010 Forward	R	2/04/2025	317.95		016636		498.35
00147	COE Misc							
I-MIS202502041731	Misc Reimbursements	R	2/04/2025	517.90		016637		517.90
00150	COE Payroll							
I-T1 202502041731	Federal Withholding	R	2/04/2025	15,334.39		016638		15,334.39
00151	COE Payroll							
I-T3 202502041731	FICA	R	2/04/2025	22,347.50		016639		
I-T4 202502041731	Medicare	R	2/04/2025	5,542.68		016639		27,890.18

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00152	COE Payroll							
I-T2 202502041731	State Withholding	R	2/04/2025	6,271.00		016640		6,271.00
00203	Davis Trust Company							
I-CC 202502041731	Employee Christmas Club	R	2/04/2025	2,540.00		016641		2,540.00
00747	Washington National Insurance							
I-WN 202502041731	Washington National Insurance	R	2/04/2025	574.13		016642		574.13
00837	COE Payroll Reimbursement							
I-001202502041731	Payroll Reimbursement	R	2/04/2025	59,724.95		016643		
I-006202502041731	Payroll Reimbursement	R	2/04/2025	4,118.41		016643		
I-036202502041731	Payroll Reimbursement	R	2/04/2025	16,474.64		016643		
I-400202502041731	Payroll Reimbursement	R	2/04/2025	28,442.28		016643		
I-401202502041731	Payroll Reimbursement	R	2/04/2025	15,013.33		016643		
I-404202502041731	Payroll Reimbursement	R	2/04/2025	13,286.37		016643		137,059.98
01885	Colonial Life							
I-CL 202502041731	Colonial Life-AT	R	2/04/2025	112.10		016644		
I-CLP202502041731	Colonial Life-PT	R	2/04/2025	52.52		016644		164.62
00023	Appalachian Forest Heritage Ar							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	500.00		016645		500.00
00047	Truist Governmental Finance							
I-00007 021925	9948000234-07 021925	R	2/11/2025	4,984.55		016646		4,984.55
00132	Clarksburg Water Board							
I-M92660	Compliance Sample	R	2/11/2025	230.00		016647		230.00
00140	City of Elkins							
I-CKREQ 020325	Whitmer Utility Pmts to Elkins	R	2/11/2025	2,317.40		016648		2,317.40
00156	COE Sewer Depreciation Account							
I-01/25 Sewer Depr	Sewer Depr Deposit 01/2025	R	2/11/2025	7,953.45		016649		7,953.45
00182	Country Roads Transit							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	3,750.00		016650		3,750.00
00211	Elkins Depot Welcome Center							
I-H/M December 2024	Hotel.Motel Collection 12/2024	R	2/11/2025	8,358.50		016651		8,358.50
00239	Elkins Historic Landmark Commi							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	1,000.00		016652		1,000.00

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00243	Elkins Randolph County Chamber							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	625.00		016653		625.00
00250	Elkins-Randolph County Regiona							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	3,750.00		016654		3,750.00
00251	Elkins-Randolph County Public							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	5,625.00		016655		5,625.00
00283	Frontier							
I-01/20/25	Phones/Internet	R	2/11/2025	1,476.80		016656		1,476.80
00300	Glotfelty Tire Center							
I-6-405266	4 tires balanced	R	2/11/2025	180.00		016657		180.00
00381	Grover C Jackson Jr							
I-Rent 02/2025	Rent 02/2025	R	2/11/2025	1,800.00		016658		1,800.00
00471	FirstEnergy MP/PE							
I-90009919822	Consumption/lighting	R	2/11/2025	58,500.97		016659		58,500.97
00483	Mountain Valley Bank							
I-1202553-21 022825	1202553-21 022825 77/84	R	2/11/2025	2,369.18		016660		2,369.18
00483	Mountain Valley Bank							
I-1202553-24 021525	1202553-24 021525 11	R	2/11/2025	6,518.78		016661		6,518.78
00484	Mountaineer Gas Company							
I-Bearhunter 013025	Bearhunter Est 121724-012025	R	2/11/2025	38.00		016662		
I-Scott Fd 013025	Scott Fd Rd 121724-011725	R	2/11/2025	40.01		016662		78.01
00500	Newlons International Sales, L							
I-01P25374	ATF/Coolant E401	R	2/11/2025	86.10		016663		
I-01P25506	Tire Chains	R	2/11/2025	288.66		016663		374.76
00570	Randolph County Commission							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	1,750.00		016664		1,750.00
00571	Randolph County Community Arts							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	1,250.00		016665		1,250.00
00573	Randolph County Development Au							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	3,375.00		016666		3,375.00

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00576	Randolph County Humane Society							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	3,000.00		016667		3,000.00
00578	Randolph Elkins Health Departm							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	1,375.00		016668		1,375.00
00579	Randolph-Tucker Children's Adv							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	2,500.00		016669		2,500.00
00711	Tygart Valley Transfer, Inc.							
I-00031227	Res	R	2/11/2025	882.88		016670		
I-00031228	Comm	R	2/11/2025	324.87		016670		
I-00031231	Comm	R	2/11/2025	193.97		016670		
I-00031232	Res	R	2/11/2025	119.44		016670		
I-00031233	cleanout	R	2/11/2025	30.00		016670		
I-00031235	Comm	R	2/11/2025	304.80		016670		
I-00031241	Comm/clean out	R	2/11/2025	339.58		016670		
I-00031247	Res	R	2/11/2025	789.24		016670		
I-00031248	Res	R	2/11/2025	803.58		016670		
I-00031249	Comm	R	2/11/2025	620.12		016670		
I-00031263	Res	R	2/11/2025	569.48		016670		
I-00031266	Comm	R	2/11/2025	601.01		016670		
I-00031267	Res	R	2/11/2025	449.09		016670		
I-00031279	Res	R	2/11/2025	816.00		016670		
I-00031280	Res	R	2/11/2025	991.81		016670		
I-00031281	Comm	R	2/11/2025	322.00		016670		
I-00031283	Comm/Clean out	R	2/11/2025	277.47		016670		
I-00031284	Comm	R	2/11/2025	847.53		016670		
I-00031286	Res	R	2/11/2025	481.57		016670		
I-00031288	Res	R	2/11/2025	702.29		016670		
I-00031300	Comm	R	2/11/2025	265.63		016670		
I-00031302	Comm	R	2/11/2025	408.95		016670		
I-00031306	Comm	R	2/11/2025	322.96		016670		
I-00031309	Res	R	2/11/2025	635.41		016670		
I-00031310	Res	R	2/11/2025	570.43		016670		
I-00031312	Comm	R	2/11/2025	613.43		016670		
I-00031327	Comm	R	2/11/2025	509.28		016670		
I-00031331	Comm	R	2/11/2025	386.02		016670		
I-00031333	Res	R	2/11/2025	448.13		016670		
I-00031334	Res	R	2/11/2025	498.77		016670		
I-00031347	Comm	R	2/11/2025	308.63		016670		
I-00031348	Comm	R	2/11/2025	314.36		016670		
I-00031352	Res	R	2/11/2025	444.31		016670		
I-00031353	Res	R	2/11/2025	528.39		016670		
I-00031354	Comm	R	2/11/2025	561.83		016670		
I-00031367	Res	R	2/11/2025	129.95		016670		
I-00031375	Res	R	2/11/2025	721.40		016670		
I-00031377	Res	R	2/11/2025	729.05		016670		

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I-00031379	Comm	R	2/11/2025	717.58		016670		
I-00031391	Comm	R	2/11/2025	302.89		016670		
I-00031396	Comm	R	2/11/2025	219.77		016670		
I-00031408	Comm	R	2/11/2025	350.67		016670		
I-00031409	Res	R	2/11/2025	596.23		016670		
I-00031410	Res	R	2/11/2025	562.79		016670		
I-00031422	Comm	R	2/11/2025	414.69		016670		
I-00031426	Comm	R	2/11/2025	245.56		016670		
I-00031427	Res	R	2/11/2025	519.79		016670		
I-00031428	Res	R	2/11/2025	532.21		016670		
I-00031431	Comm	R	2/11/2025	476.79		016670		
I-00031443	Comm	R	2/11/2025	348.76		016670		
I-00031453	Comm	R	2/11/2025	457.68		016670		
I-00031454	Res	R	2/11/2025	540.81		016670		
I-00031456	Res	R	2/11/2025	596.23		016670		
I-00031467	Comm	R	2/11/2025	290.47		016670		
I-00031468	Comm	R	2/11/2025	151.92		016670		
I-00031469	Res	R	2/11/2025	397.49		016670		
I-00031471	Res	R	2/11/2025	529.35		016670		
I-00031473	Comm	R	2/11/2025	592.41		016670		
I-00031479	Res	R	2/11/2025	607.70		016670		
I-00031481	Res	R	2/11/2025	727.14		016670		
I-00031482	Comm	R	2/11/2025	670.76		016670		
I-00031486	Comm	R	2/11/2025	220.72		016670		
I-00031488	Res	R	2/11/2025	436.66		016670		
I-00031491	Res	R	2/11/2025	533.17		016670		
I-00031497	Comm	R	2/11/2025	471.06		016670		
I-00031507	Comm	R	2/11/2025	353.54		016670		
I-00031508	Comm	R	2/11/2025	443.35		016670		
I-00031509	Comm/Clean out	R	2/11/2025	311.87		016670		
I-00031512	Comm/Clean out	R	2/11/2025	395.96		016670		
I-00031513	Res	R	2/11/2025	429.98		016670		
I-00031514	Res	R	2/11/2025	459.60		016670		
I-00031518	Comm	R	2/11/2025	579.99		016670		
I-00031539	Res	R	2/11/2025	472.02		016670		
I-00031541	Res	R	2/11/2025	490.17		016670		
I-00031542	Comm	R	2/11/2025	418.51		016670		
I-00031553	Comm	R	2/11/2025	261.81		016670		
I-00031556	Comm	R	2/11/2025	251.30		016670		
I-00031560	Res	R	2/11/2025	385.07		016670		
I-00031563	Comm	R	2/11/2025	664.07		016670		
I-00031564	Res	R	2/11/2025	518.84		016670		
I-00031582	Comm	R	2/11/2025	130.90		016670		
I-00031587	Comm	R	2/11/2025	119.44		016670		
I-00031602	Res	R	2/11/2025	881.93		016670		
I-00031603	Res	R	2/11/2025	798.80		016670		
I-00031604	Comm	R	2/11/2025	814.09		016670		
I-00031617	Comm	R	2/11/2025	278.05		016670		

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I-00031622	Comm	R	2/11/2025	424.24		016670		
I-00031636	Comm	R	2/11/2025	493.04		016670		
I-00031639	Res	R	2/11/2025	526.48		016670		
I-00031640	Res	R	2/11/2025	568.52		016670		
I-00031651	Comm	R	2/11/2025	483.48		016670		
I-00031669	Res	R	2/11/2025	620.12		016670		
I-00031671	Res	R	2/11/2025	733.82		016670		
I-00031675	Comm	R	2/11/2025	794.02		016670		
I-00031689	Comm	R	2/11/2025	171.99		016670		
I-00031693	Comm	R	2/11/2025	548.46		016670		
I-00031700	Res	R	2/11/2025	446.22		016670		
I-00031707	Res	R	2/11/2025	717.58		016670		
I-00031708	Comm	R	2/11/2025	590.50		016670		
I-00031720	Comm Central St	R	2/11/2025	266.58		016670		
I-00031724	Res	R	2/11/2025	149.06		016670		
I-00031725	Comm	R	2/11/2025	319.14		016670		
I-00031734	Res	R	2/11/2025	641.14		016670		
I-00031735	Res	R	2/11/2025	595.28		016670		
I-00031736	Comm	R	2/11/2025	920.15		016670		50,844.07
00812	WV Regional Jail and Correctio							
I-1125B49F	12 days Inmate Housing 01/2025	R	2/11/2025	689.52		016671		689.52
00820	WV State Rail Authority							
I-2025 Rent	2025 Rent -Sewer Pipe	R	2/11/2025	260.00		016672		260.00
00927	Interstate Battery System of S							
I-51015454	Batteries	R	2/11/2025	294.90		016673		294.90
00979	Novus Glass							
I-17764	Dozer back glass	R	2/11/2025	825.00		016674		825.00
01292	COE Sewer O & M Account							
I-01/25 Sewer O&M	Sewer O&M Dep 01/25	R	2/11/2025	13,153.88		016675		13,153.88
02123	Our Town Inc.							
I-2025 Annual Contr	2025 Annual Contribution	R	2/11/2025	2,500.00		016676		2,500.00
02347	LEAF							
I-17819970	Toshiba-Baxter	R	2/11/2025	96.74		016677		
I-17819971	Toshiba 021825	R	2/11/2025	96.74		016677		
I-17850327	Toshiba/Lexmark	R	2/11/2025	587.60		016677		
I-17862464	Toshiba 478S 022525	R	2/11/2025	103.00		016677		
I-17862465	Toshiba E4515AC 022525	R	2/11/2025	186.30		016677		
I-17862466	Toshiba E3025AC	R	2/11/2025	417.00		016677		1,487.38

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02381	Heritage Fire Protection Inc							
I-14289	Valve handle	R	2/11/2025	67.66		016678		67.66
02389	Fire & Police Selection Inc							
I-22124	Promotinal Test	R	2/11/2025	1,307.95		016679		1,307.95
02501	Casto Technical Service							
I-285808	Burnham boiler repairs	R	2/11/2025	845.25		016680		845.25
02616	Aiden Lambert							
I-CKREQ020325	Referee 3 games	R	2/11/2025	75.00		016681		75.00
02671	CP&H Inc dba City Plumbing & H							
I-Appl #5	Application #5	R	2/11/2025	69,120.00		016682		69,120.00
02691	Citizens Promoting Community							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	625.00		016683		625.00
02692	Randolph County EMS							
I-3Q FY 24-25	3Q FY 24-25 Contribution	R	2/11/2025	12,500.00		016684		12,500.00
02755	Citizens Bank of WV							
I-GAR202502041731	Case #: CC-42-2023-C-79	R	2/11/2025	182.44		016685		182.44

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	127			971,127.45	0.00	971,127.45
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	10			181,367.33	0.00	181,367.33
EFT:	0			0.00	0.00	0.00
NON CHECKS:	2			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: Pool TOTALS:	139	1,152,494.78	0.00	1,152,494.78
BANK: Pool TOTALS:	139	1,152,494.78	0.00	1,152,494.78

VENDOR SET: 01 Elkins
BANK: WATDP Water Depreciation
DATE RANGE: 1/20/2025 THRU 2/14/2025

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01745	Cummins Sales and Service							
I-R3-241246187	PM Generator	R	1/28/2025	1,134.50		000061		
I-R3-241246303	PM Generator	R	1/28/2025	2,442.52		000061		
I-R3-241246304	PM Generator	R	1/28/2025	2,442.52		000061		6,019.54
01957	Zoro Tools, Inc.							
I-INV15635075	Pipe Taps/PipeThreaderKit	R	2/11/2025	1,253.66		000062		
I-INV15640239	Ridgid 2 Inch NPT Tap	R	2/11/2025	290.99		000062		1,544.65

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2			7,564.19	0.00	7,564.19
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: WATDP TOTALS:	2	7,564.19	0.00	7,564.19
BANK: WATDP TOTALS:	2	7,564.19	0.00	7,564.19
REPORT TOTALS:	148	1,616,570.52	0.00	1,616,570.52

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	February 20, 2025
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1814: Approving plans for the renovation of City Hall and authorizing staff to seek financing for the estimated project cost
Recommended By:	Municipal Properties Committee
Summary:	Approves plans and directs staff to seek funding for the proposed renovation of City Hall. This building was acquired in 1978 from the federal government for a purchase price of $200,000 and has never been comprehensively renovated or upgraded in the years since. In addition to improvements in water, wastewater, internet, and other infrastructure components, the proposed renovation will expand the police department, modernize and improve security for the treasurer's department, and convert the currently unusable basement into modern storage and utility spaces. Improvements on the upper floors are primarily limited to wiring and internet, better acoustics in the council chamber, and cosmetic improvements such as carpeting and painting.
Fiscal Impact:	This project is estimated to cost $4.1 million, including contingencies. Funding is being sought at a low interest rate/long repayment term from USDA. If financed at the full estimated cost of $4.1 million, the annual debt service is estimated to
Recommendation:	Consider for approval
Attachments:	1. R-1814 - approving plans for the City Hall renovation

<u>IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV</u>

<u>A RESOLUTION OF COMMON COUNCIL</u>

(#1814)
February 20, 2025

Approving Plans and Authorizing Seeking Funding for the Renovation of Elkins City Hall

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WHEREAS, the City of Elkins, West Virginia ("the City") acquired the building currently used as the Elkins City Hall ("City Hall") from the United States government in 1978; and

WHEREAS, this City Hall was constructed in 1917 to a very high standard of design, materials, and craftsmanship; and

WHEREAS, only minor renovations and updates have been performed on this City Hall since the City acquired it half a century ago; and

WHEREAS, circumstances have arisen that both underline the need and present an excellent opportunity for an extensive renovation of City Hall, with the goals of honoring the building's rich historical legacy; increasing its utility, security, and accessibility; enhancing the city government's ability to provide essential services to this community; and safeguarding and protecting this valuable resource for future generations ("the Project"); and

WHEREAS, the Common Council of the City of Elkins, West Virginia ("Council") finds that this Project is in the best interests of the City and its residents, business owners, visitors, and other stakeholders; and

WHEREAS, the firm of Van Nostrand Architects has prepared blueprints and plans for this Project, based on information supplied by city officials and staff concerning needed improvements, expansions, and repurposing of work, storage, utility, and other spaces, along with the upgrading of associated features, technology, and infrastructure; and

WHEREAS, Council's Municipal Properties Committee has reviewed and considered these blueprints and plans, finds them to be supportive of the city's goals for this Project, and accordingly recommends Council's approval thereof; and

WHEREAS, Council acknowledges that, given the age of the building, unforeseen issues, conditions, or characteristics of the building may be discovered during the Project that may require modifications to the approved blueprints in order to ensure the successful completion of the Project; and

WHEREAS, it is in the best interest of the City to allow for reasonable and necessary adjustments to the blueprints, provided that such changes do not substantially alter the scope, purpose, or overall design of the project; and

WHEREAS, the cost of this project, including an allowance for unforeseen contingencies, is estimated to be about $4.1 million; and

WHEREAS, financing at terms beneficial to the City appears to be available from sources known to the City, but under conditions such that time is of the essence, both to reduce exposure to ever increasing materials costs and to maximize the length of time available for repayment;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Council hereby acknowledges the estimated project cost of $4.1 million and directs the City Treasurer, Operations Manager, and City Attorney to take or direct all necessary steps to apply for and secure such funding, provided that final execution of any loan documents shall require separate authorization by Council.
2. Council hereby approves the blueprints for this Project as submitted by Van Nostrand Architects and recommended by Council's Municipal Properties Committee and, once funding has been secured, authorizes the Operations Manager to manage and direct this Project to completion as shown thereon.
3. Council further authorizes the Operations Manager to approve reasonable modifications to the Project plans, as needed to address unforeseen conditions that may arise during the construction process. Such reasonable modifications:
    a. Shall not substantially alter the scope or intended purpose of the Project.
    b. Must comply with applicable industry standards, best design and construction practices, and city, state, and federal regulations.
4. Reporting Requirements: The Operations Manager shall provide regular reports to Council's Municipal Properties Committee and to Council concerning the progress of this Project.
5. Effective Date: This resolution shall take effect immediately upon its passage and adoption.

____

Jerry A. Marco, Mayor

Attest:

____

Sutton R. Stokes, City Clerk

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	February 20, 2025
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1815: Authorizing the execution of an agreement with Optimum for internet service at City Hall
Recommended By:	Finance Committee
Summary:	A proposed agreement with Optimum would convert a multi-year agreement between the city and Optimum into a one-year agreement at reduced cost and with improved service to City Hall.
Fiscal Impact:	Savings of $500 per month for faster internet connection.
Recommendation:	Consider for approval
Attachments:	1. R-1815 - approving one-year agreement with Optimum for CIty Hall internet

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1815)
February 20, 2025

Authorizing the Mayor to Execute a One-Year Agreement
With Optimum for Internet Service at City Hall

WHEREAS, the City of Elkins, West Virginia ("City"), requires reliable and efficient internet service for the effective functioning of City Hall; and

WHEREAS, Optimum has submitted a proposal to provide high-speed internet service to City Hall for a period of one year (proposal attached); and

WHEREAS, the City Attorney has reviewed the terms of the proposed agreement with Optimum and finds it to be in the best interest of the City to proceed therewith;

NOW, THEREFORE, BE IT RESOLVED, THAT:

- The Common Council hereby approves the one-year agreement with Optimum for the provision of internet service to City Hall, under the terms and conditions presented, pending final review and approval by the City Attorney.
- The Mayor of the City of Elkins is hereby authorized and directed to execute the approved agreement with Optimum on behalf of the City, and to take any necessary actions to fulfill the terms of the agreement.
- This resolution shall be effective immediately upon adoption.

____
Jerry A. Marco, Mayor

Attest:

____
Sutton R. Stokes, City Clerk

Service Agreement/ Order Form

Date: 2/4/2025

Customer Information

Customer Status: Existing Customer

Customer Name: City of Elkins WV

Billing Address: 401 Davis Ave | Elkins | WV | 26241

Street Address | *Suite* | *City* | *State* | *Zip Code*

Billing Contact: Dewaine Corley | *Phone* 304-642-2400 | *Email* dcorley@cityofelkinswv.com

Order Contact: Dewaine Corley | *Phone* 304-642-2400 | *Email* dcorley@cityofelkinswv.com

Optimum Contact: Dwayne Boggess | *Phone* (304) 373-3110 | *Email* dwayne.boggess@alticeusa.com

Optimum Services

The above Customer agrees to the ordering of the following Services:

Order Type: Renewal - Service Upgrade Service Location Type: New Build 'A' Location: 401 DAVIS AVE, EKINS, WV 26241 Demarc:	Account #: 101318 Service Location Type: 'Z' Location: Demarc: Type II: ☐

		Individual Monthly Recurring Charge	*Quantity*	*Total Monthly Recurring Charge*	*Non Recurring Charge*
1	Optical Internet Access 1G 1Gb	$825.00	1	$825.00	$0.00
2	Proactive Monitoring	$100.00	1	$100.00	$0.00
3	Managed DDoS Protection	$125.00	1	$125.00	$0.00

Service Term:	1 year
Total Monthly Recurring Charge:	$1,050.00
Total Installation Charge:	$0.00

For Internal Use Only

Remarks

Terms and Conditions

CSC Holdings, LLC on behalf of its wholly owned subsidiaries, Cequel Communications, LLC. ("Optimum" or "Optimum Business") and Customer acknowledge and agree to be bound by the Terms and Conditions attached hereto and/or set forth at https://www.optimum.com/terms-of-service/business Customer will be responsible for the rates listed on the Service Agreement form and all applicable local, state and federal taxes, charges and assessments along with any other applicable charges. Customers purchasing Optimum Business Hosted Voice Service (on Fiber) are also subject to Business Hosted Additional T&C's for Fiber and Exhibits attached hereby and made part of this Agreement

Notice Regarding E911 Services. While your Optimum Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Optimum network failure, 911 services will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and Agreement, (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above;. This Agreement shall not be deemed effective until it has been executed by both parties.

Agreed by:

Customer	Cequel Communications, LLC (Optimum Business)
Authorized Signature: ________	Authorized Signature: ________
Print Name: ________	Print Name: ________
Title: ________	Title: ________
Date: ________	Date: ________
Email: ________	
Phone: ________	

General Terms and Conditions of Service (Business)

Subscriber ("Customer" or "Subscriber") agree to be bound to these General Terms and Conditions of Service ("Terms of Service" or "Agreement") with respect to all Optimum services ("Service(s)") provided by CSC Holdings, LLC and its affiliates and subsidiaries including Cequel Communications authorized to provide the services set forth herein (collectively, "Optimum"), as well as the additional terms of service applicable to the specific Optimum services and/or features to which customer subscribes or have access, as are set forth at www.optimum.net and may be updated from time to time, including the additional terms applicable to Optimum TV, Optimum Online, Optimum WiFi, Optimum Voice, support services, mobile apps and Auto Pay (collectively, the "Additional Terms of Service"), which are incorporated into these Terms of Service by this reference including Optimum DIA, Optimum Data and other Enterprise Fiber Service and Business Hosted Voice Service. Customer further understands and agree that the Customer Privacy Notice, which governs the collection, use and disclosure of Subscriber personal information, is likewise incorporated into these Terms of Service by reference.

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GENERAL TERMS OF SERVICE APPLICABLE TO SERVICE(S):

1. **Services.** Optimum shall use reasonable efforts to make the Services available by any requested service date. Optimum shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. Optimum shall provide Customer with the Services and Equipment identified on the commercial service order presented to Customer' at time of installation ("Service Order"); provided, however, if Optimum determines that Customer's location is not serviceable under Optimum's normal installation guidelines, Optimum may terminate this Agreement. Optimum shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Optimum.
2. **Payment of Charges.** The charges for one month of Services, including any deposits, activation, set-up, installation, construction and/or Equipment charges, are due upon installation of the Services or as otherwise set forth on the Service Order. Thereafter, Customer agrees to pay monthly recurring Service charges and Equipment charges (if any) in advance, including all applicable fees (such as restoration or experience fees), taxes, regulatory fees, franchise fees, surcharges (including sports and broadcast tv surcharges), or other government assessments no later than the date indicated on Customer's bill. Charges for non-recurring Services or Equipment charges will be reflected on Customer's subsequent bill at the then current applicable rates. All rates for Services, Equipment charges and other fees and surcharges are subject to change in accordance with applicable law. If Customer elects to pay by automatic recurring credit card, debit card or automatic clearing house payments, Customer authorizes Optimum to charge such accounts. If Customer elects to send a check as payment, Customer authorizes Optimum either to use information from Customer's check to make a one-time electronic funds transfer from Customer's bank account or to process the payment as a check transaction. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due (including checks returned for insufficient funds) shall constitute a breach of this Agreement and may be grounds for termination of Service, removal of Equipment from Customer's premises and/or imposition of a late fee ("Late Fee") in accordance with applicable law. You can avoid incurring Late Fees by paying your monthly bill promptly. Any Late Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. The Late Fee is not interest, a credit service charge or a finance charge. If the Customer has more than one account (Business and/or Residential) served by Optimum, all Optimum-provided Services at all locations may be subject to discontinuance of Service in the event any one account remains unpaid. In the event collection activities are required, an additional collection charge may be imposed.
3. **Additional Fees.** In addition to Customer's monthly recurring charges and any Late Fee, additional fees may be imposed, including fees for returned checks, Payment Assistance Fees for paying by phone, receiving a paper bill, charge card chargeback, early termination, reconnection and service calls. Additional charges may also be imposed if collection activities are required to recover past due balances, including attorney fees. A list of applicable fees "Schedule of Fees") is available at www.Optimum.com.pricing-packages. Optimum reserves the right to amend or change the Schedule of Fees from time to time.
4. **Third Party Provider Charges.** In connection with Customer's use of the Services and Equipment, Customer may be able to access, subscribe to, use and/or purchase products, services, software or applications that are provided to Customer by third parties ("Third Party Providers"). Customer acknowledges that Customer may incur charges in connection with the subscription to, purchase or use of these Third-Party Provider products, services, software or applications. All such charges, including any additional fees and applicable taxes, shall be paid by Customer to the Third-Party Provider and are not the responsibility of Optimum. Credits or billing adjustments for products, services, software or applications billed by a Third-Party Provider shall be subject to the stated billing practices of that Third Party Provider. Termination of a service or subscription offered for a separate charge billed directly by a Third-Party Provider shall be effected in accordance with the Terms of Service or similar agreement between the Customer and the Third Party Provider.
5. **Taxes.** Customer agrees to pay any local, state or federal taxes imposed or levied on or with respect to the Services, the Equipment or installation or service charges incurred with respect to the same.
6. **Term; Early Termination.** Your Service Term subscription begins either on or the first day following your installation date and continues for the initial term set forth on your Service Order ("Initial Term"). If a Service Order does not specify an Initial Term, You have an automatically renewing monthly Term ("Monthly Subscription").
   a. Monthly Term. If you have a Monthly Subscription, your subscription begins either on or the first day following your installation date and automatically renews thereafter on a monthly basis beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S). You may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in an Optimum-served area (subject to any installation charges).

   b. Initial Term Subscription. If You have an Initial Term, your subscription begins either on or the first day following your installation date and continues for the duration of the applicable Initial Term. Upon the expiration of the Initial Term, Customer's Term automatically renews thereafter on a monthly basis (each, a "Renewal Month") beginning on the first day of the next billing period assigned to you until cancelled by you. The monthly service charge(s) for each month during the Initial Term and any Renewal Months will be billed at the beginning of your assigned billing period and each month thereafter unless and until you cancel your Service(s). PAYMENTS ARE NONREFUNDABLE AND THERE ARE NO REFUNDS OR CREDITS FOR PARTIALLY USED SUBSCRIPTION PERIOD(S).

      i. If you cancel, terminate or downgrade the Service(s) before the completion of the Initial Term"), you agree to pay Optimum early cancellation fees in an amount that includes: (i) all non-recurring charges reasonably expended by Optimum to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Optimum to third parties on behalf of Customer, and (iii) all monthly recurring charges for Services and Equipment for the remaining balance of the Initial Term. You agree that early cancellation fees or any other fees may automatically be charged to your account and your credit or debit card provided to Optimum and you agree to pay such fees.

      ii. Following the Initial Term, Customer may cancel Service(s) for a period up to the last day of the billing period prior to the service period that you wish to cancel, and the cancellation will be effective at the end of the then-current billing period. Any request for cancellation after the commencement of a service period will be effective at the end of the then-current service period. Access to the Services will, if possible, continue to be provided at the location ordered or, if you move, to your new location if in a Optimum-served area (subject to any installation charges).

7. **Right to Make Credit Inquiries.** Customer acknowledges and agrees that Optimum may (a) verify Customer's credit standing, make inquiries and receive information about your credit experiences, including your credit report, from credit reporting agencies; (b) enter this information in your file, and disclose this information concerning you to appropriate third parties for reasonable business purposes; and (c) furnish information about you, your account(s) and your payment history to those credit reporting agencies.

8. **Security Deposit.** Optimum may require a deposit or activation fee based on Customer's credit standing or past payment history with Optimum. A deposit or activation fee does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. Any security deposit given by Customer for the Equipment or Optimum's Service will be due and payable upon the first monthly billing. Such security deposits will be returned to Customer within sixty (60) days of termination of Optimum's Service so long as payment has been made for all amounts due on Customer's account and Customer has returned the Optimum Equipment undamaged. Security deposits paid by Customer for Equipment or Services may be used, to the extent permitted by law, to offset any unpaid balance or charges after termination of Service. Customer shall remain liable for any outstanding balances after the security deposit has been applied. Further terms and conditions of the security deposit may be contained in the deposit receipt given to Customer at the time the security deposit is collected.

9. **Disputed Charges.** Customer agrees to pay all undisputed monthly charges and all applicable fees and taxes as itemized on the Optimum monthly bill and notify Optimum in writing of disputed items or requests for credit within thirty (30) days of Customer's receipt of the bill for which correction of an error or credit is sought, or longer as provided by applicable law. The date of the dispute shall be the date Optimum receives sufficient documentation to enable Optimum to investigate the dispute. The date of the resolution is the date Optimum completes its investigation and notifies the Customer of the disposition of the dispute.

10. **Adjustments or Refunds.** Any adjustment or refund, given in each case in Optimum's sole discretion, will be accomplished by a credit on a subsequent bill for Service, unless otherwise required by applicable law. No credit allowance will be made for interruptions of Service that are: (a) due to the negligence of or noncompliance with the provisions of the Agreement by Customer or any person authorized by customer to use the Service; (b) due to the negligence of any person other than Optimum including, but not limited to, the other common carriers connected to the Optimum's facilities; (c) due to the failure or malfunction of Customer owned equipment or third party equipment; (d) during any period in which Optimum is not given full and free access to its facilities and Equipment for the purpose of investigating and correcting interruptions; (e) during a period in which Customer continues to use the Service on an impaired basis; (f) less than thirty (30) minutes' duration; (g) during any period when the interruption is due to implementation of a Customer order for a change in Service arrangements; or (h) due to circumstances or causes beyond the control of Optimum. Unless otherwise provided by applicable law, in the event any amounts owed by Optimum to Customer are not claimed by Customer within one year of the date on which the amount became payable to Customer, Customer shall forfeit all rights to the refund and all such amounts shall become the property of Optimum.

11. **Equipment and Software.** "Distribution System" shall mean (1) all distribution plant, network facilities and associated electronics and all Equipment installed or provided by Optimum or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring, and (2) all Equipment furnished by Optimum at the premises. Ownership of the Distribution System shall at all times be and remain in Optimum and shall be used exclusively by and in connection with Optimum operations. Upon termination of this Agreement and if Optimum is no longer providing Services to the premises, Optimum has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Optimum to Customer's reasonable satisfaction. "Equipment" means all equipment, including but not limited to, any cables, wires, amplifiers, cable boxes, access cards, remotes, cable cards, battery backup units, modems, routers, gateways, Altice One and Altice One Mini units distributed to and/or installed for use in the Customer's service location but does not include Inside Wiring. "Inside Wiring" shall mean all wiring on the Customer's side of the demarcation point at Customer's service location, whether installed by Optimum or by Customer. The demarcation point shall mean a point at (or about) twelve (12) inches outside of where the cable wire enters the Customer's service location. Inside Wiring shall be Customer property and not Optimum Equipment, and repair and maintenance for such Inside Wiring is the responsibility of Customer unless otherwise agreed by Customer and Optimum. None of the Equipment shall become a fixture nor shall distribution, installation, and/or use of Equipment, including but not limited to cable boxes and/or set top boxes be deemed a lease of such Equipment. Unless otherwise stated in the Service Order, Customer will acquire no ownership or other interest in the Distribution System, Equipment, network facilities, and software by virtue of payments made pursuant to this Agreement or by the attachment of any portion of the Distribution System, Equipment or network facilities to Customer's premises.

   a. Misuse of Equipment. Optimum Equipment is intended to service and reside at the specific service location and is not to be removed from the service location where it was installed or used off premises without Optimum authorization. Customer agrees that neither Customer nor any other person (except Optimum's authorized personnel) will open, alter, misuse, tamper with, service, or make any alterations to any Equipment. Customer will not remove any markings or labels from the Equipment. Customer agrees to safeguard the Equipment from loss or damage of any kind, and (except for any self-installation procedures approved by Optimum) will not permit anyone other than a Optimum authorized representative to perform any work on the Equipment. Any misuse, alteration, tampering, or removal, or the use of Equipment which permits the receipt of Services without authorization or the receipt of Services to an unauthorized number of outlets, or to unauthorized locations constitutes theft of service and is prohibited.

   b. Return of Equipment. If Customer's Service is terminated or cancelled (for whatever reason), unless Optimum expresses otherwise in writing, Customer agrees that Customer no longer has the right to keep or use the Equipment and Customer must promptly return the Equipment. The Equipment must be returned to Optimum in the same condition as when received, ordinary wear and tear excepted. Absent other instructions, if Customer fails to return the Equipment, Customer will pay any expenses Optimum incurs in retrieving the Equipment. Failure of Optimum to remove the Equipment does not mean that Optimum has abandoned the Equipment. Optimum may impose a charge for unreturned Equipment to be determined in accordance with Optimum's then current schedule of charges for non-returned Equipment and/or continue to charge Customer a monthly Service fee every month until any remaining Equipment is returned, collected by Optimum or fully paid for by Customer. Any charge for unreturned Equipment shall be due immediately. Optimum retains ownership of all Equipment.

   c. Damaged or Lost Equipment. If the Equipment is damaged by Customer, destroyed, lost or stolen while in Customer's possession, Customer is responsible for the cost of repair or replacement of the Equipment.

   d. Operation of Equipment. Customer agrees to operate any Equipment in accordance with instructions of Optimum or Optimum's agent. Failure to do so will relieve the Optimum Parties of liability for interruption of Service and may make the Customer responsible for damage to Equipment.

   e. Tests and Inspections. Upon reasonable notification to the Customer, and at a reasonable time, Optimum may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth herein.

   f. Software. Customer agrees to comply with the terms and conditions of any software license agreement applicable to the software provided or installed by Optimum ("Software"). The Software shall be used solely in connection with the Services and Customer will not modify, disassemble, translate or reverse engineer, the Software. All rights title and interest to the Software, including associated intellectual property rights, are and will remain with Optimum and Optimum's licensors. If Customer's Service is terminated, Customer will promptly return or destroy all Software provided by Optimum and any related written materials. Optimum will have the right to upgrade, modify and enhance the Equipment and Software from time to time. Customer acknowledges that the Software, and any related written materials, may be subject to applicable export control laws and regulations of the USA. Customer agrees not to export or re-export the Software, directly or indirectly, to any countries that are subject to USA export restrictions.

   g. Repair. Optimum will repair and/or replace defective Software or Equipment provided such damage was not caused by misuse, neglect or other fault of Customer. Optimum assumes no responsibility and shall have no responsibility for the operation, maintenance, condition or repair of any Customer-provided equipment and/or software, including, but not limited to, televisions, computer devices, remote controls or other consumer electronics, including any hardware or third party software, which may be connected to the Services ("Customer Equipment"), except that Optimum may automatically push required software or firmware updates directly to Customer Equipment when necessary for the provision of Optimum Service(s). Customer is responsible for the repair and maintenance of Customer Equipment. Optimum is not responsible or liable for any loss or impairment of Optimum's Service due in whole or in part to a malfunction, defect or otherwise caused by Customer Equipment. Optimum makes no warranties, with respect to Equipment or Service provided by Optimum or with respect to the Equipment's compatibility with any Customer Equipment.

12. **Prohibitions/Theft of Service.** Customer shall not intercept, receive or assist in the interception or receipt of, resell, distribute or duplicate any Services. In no event shall Customer use the Services and/or Equipment to engage in any illegal or prohibited activity.

13. **Customer Liability for Users.** Customer is responsible for any access, use or misuse of the Services and/or Equipment that may result from access or use by any other person who has access to Customer's premises, equipment or account. Customer is responsible for ensuring that all persons who use Customer's subscribed to Services ("Users") understand and comply with all terms and conditions applicable to the Services.

14. **Business Hosted Voice on Fiber:** Customers purchasing Business Hosted Voice on Fiber are also bound by the Additional Terms for Business Hosted Voice Service on Fiber found at www.Optimum.com/terms-and-policies ("Terms of Service") and Exhibits A1 and A2 as set forth below.

    a. **SOFTPHONES, OFF-SITE PHONES & WIFI CONNECTIVITY**: OPTIMUM ALLOWS THE ABILITY TO ACCESS THE HOSTED VOICE SERVICE THROUGH SOFTPHONES, OFF-SITE PHONES AND WIFI CONNECTIVITY. IN NO EVENT SHALL OPTIMUM BE RESPONSIBLE FOR, NOR DOES IT WARRANT THE PERFORMANCE OR INTEROPERABILITY OF THE SERVICE IN CONNECTION WITH ANY SOFTPHONES, OFF-SITE PHONES OR WIRELESS CONNECTIVITY. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO SUPPORT AND TROUBLESHOOT ANY RELATED CONNECTIVITY ISSUES UNDER THIS SECTION. CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THE HOSTED VOICE PRODUCT CHARACTERISTICS AS SET FORTH IN THE OFF-SITE REMOTE PHONE AND SOFTPHONE ACKNOWLEDGEMENT ATTACHED HERETO AS EXHIBIT A2. PHONES NOT PROVIDED BY OPTIMUM UNDER THIS AGREEMENT ARE NOT PERMITTED NOR SUPPORTED AND USE OF SUCH PHONES WILL RESULT IN TERMINATION OF THIS AGREEMENT.
    b. **Emergency Calling Services (E911) for Hosted Voice Service**: Customer is responsible for complying with all applicable emergency calling service laws. E911 procedures and restrictions are set forth in Emergency Calling Services Terms and Conditions attached hereto as Exhibit A1.

15. **Managed DDoS Protection Service**: Managed DDoS (Distributed Denial of Service) Protection Service purchased pursuant to this Agreement and offered in conjunction with Altice Business Internet Service (over fiber) only, will monitor, detect and mitigate Altice Business Internet Service inbound traffic against DDoS attacks and provide cleansing up to thirty (30) times the contracted bandwidth. Managed DDoS Protection Service is provisioned over Altice Business Internet Service/traffic only.

16. **Service Level Agreement:** The Service Level Agreement ("SLA") attached hereto as Exhibit A sets forth Customer's sole remedy for any claim relating to the Service including any failure to meet any guarantee as set forth in the SLA.

17. **Access to Customer Premises.** Customer grants Optimum and its employees, agents, contractors, and representatives all necessary rights of access to enter and within Customer's premises, including access to space for cables, conduits and equipment, the wiring within Customer's premises and Customer's computer(s) and other devices, to install, deliver, connect, inspect, maintain, repair, replace, disconnect, remove or alter any and all facilities, check for signal leakage or install or deliver Equipment and Software provided by Optimum. Customer shall cooperate in providing such access upon request of Optimum. If Customer is not the owner of the premises, Customer warrants that Customer has obtained the legal authority of the owner to authorize Optimum personnel and/or its agents to enter the premises for the purposes described herein. Optimum's failure to remove its Equipment shall not be deemed an abandonment thereof. Customer shall provide a secured space with electrical power, climate control and protection against fire, vandalism, and other casualty for Optimum's equipment. Customer is responsible for ensuring that Customer's equipment is compatible for the Services selected and with the Optimum network.

18. **Violations of this Agreement**. It shall be a violation of this Agreement for Customer or any User (1) to engage in any conduct prohibited by this Agreement (or by any terms and conditions incorporated herein by reference); or (2) not to engage in conduct required by this Agreement, each case determined in Optimum's sole good faith discretion. In addition, whether or not the conduct set forth below is elsewhere prohibited by this Agreement, it shall be a violation of this Agreement if: (a) Customer or any User fails to abide by Optimum's rules and regulations or to pay the charges billed; (b) Customer or any User fails to provide and maintain accurate registration information or the information required in the registration process is or becomes incorrect, absent or incomplete; (c) Customer or any User engages in any illegal or prohibited activity in connection with their use of any Service; (d) Customer or any User harasses, threatens or otherwise abuses any Optimum employee or agent; (e) Customer or any User refuses to provide Optimum with reasonable access to the service location or refuses to allow Optimum to diagnose and/or troubleshoot a service issue when such access or customer interaction is necessary in order to provide the appropriate customer support; or (f) The amount of customer and/or technical support required to be provided to Customer or any User is excessive in the sole good faith discretion of Optimum.

19. **Termination**. Optimum may terminate this Agreement, disconnect or suspend any or all Services, and remove Equipment at any time, without prior notice, for any reason whatsoever or for no reason, including but not limited to if Customer or any User fails to fully comply with the terms of this Agreement and/or any Optimum or authorized Third Party Provider terms of service, agreements or policies incorporated herein by reference. If Optimum terminates Service due to a violation of this Agreement or Optimum's policies, Customer may be subject to additional fees and charges, including disconnect and termination fees and Optimum may also exercise other rights and remedies available under law or in equity.

20. **Effect of Termination by Optimum.** Customer agrees that in the event of termination by Optimum: (i) Optimum and any Third Party Providers of co-branded services offered as part of or through the high speed internet service shall have no liability to Customer or any User; and (ii) unless expressly prohibited by law, Optimum, in its sole good faith discretion, may decline or reject a new application for service or block access to or use of any component of the Services by Customer or any former User. Customer further agrees that upon termination of any Service, Customer will immediately cease use of the Equipment and any Software, and; Customer will pay in full the charges for Customer's use of the Service and the Equipment through the later of: (i) Customer's applicable Service month, or (ii) if applicable, the expiration of any promotional term, or, if applicable, (iii) the date when the associated Equipment or Software has been returned to Optimum. Failure of Optimum to remove Equipment shall not be deemed an abandonment thereof. Customer shall pay reasonable collection and/or attorney's fees to Optimum in the event that Customer shall find it necessary to enforce collection or to preserve and protect its rights under this Agreement.

21. **Content and Services**. All content, program services, program packages, number of channels, channel allocations, broadcast channels, interactive services, email, data offerings and other services are subject to change in accordance with applicable law.

22. **Disclaimer**. Optimum assumes no liability for any program, services, content or information distributed on or through the Services, Equipment or the cable system, unless locally provided by Optimum, and Optimum expressly disclaims any responsibility or liability for your use thereof. Further, Optimum shall not be responsible for any products, merchandise or prizes promoted or purchased through the use of the Services.

23. **Telephone Communications Regarding Customer Account or Service**. **Customer** agrees that Optimum and its agents may call or text you at any phone number (landline or wireless) that you provide to us, using an automated dialing system and/or a prerecorded message, for non-promotional service and/or account-related purposes, such as appointment confirmations, service alerts, billing and collection issues or account recovery concerns. Customer agrees to notify us: (1) if any such phone number changes; (2) is no longer active; or (3) is ported from a landline to a wireless phone number. Customer can manage your contact preferences by logging into your account at http://www.Optimum.com.

24.**No Waiver.** The failure of Optimum to enforce this Agreement and any of its components, for whatever reason, shall not constitute a waiver of any right of Optimum or the ability to assert or enforce such right at any time in the future.

25.**No Assignment.** This Agreement and the Services and/or Equipment supplied by Optimum are not assignable or otherwise transferable by Customer, without specific written authorization from Optimum. In Optimum's discretion, Optimum may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Optimum affiliates.

26.**No Warranty; Limitation of Liability.** Customer expressly agrees that: (a) the Services provided are best efforts services and the Services, Software and Equipment are provided by Optimum on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, either express or implied; (b) Optimum, its officers, shareholders, directors, employees, affiliates, vendors, carrier partners, content providers and other persons or entities involved in providing the Services or Equipment (collectively, the "Optimum Parties") are not responsible or liable for any loss or impairment of service due in whole or in part to Customer owned- or provided-Equipment; and (c) all use of the Services, Software and Equipment, including that provided by Third Party Providers, as well as the purchase, download or use of any third party service, product, or application provided by or accessed through the Services or Equipment, are provided at Customer's sole risk and Customer assumes total responsibility for Customer's or any User's use of the Services. Without limiting the generality of the foregoing, the Optimum Parties make no warranty: (i) that the Services will be uninterrupted or error free or that the Equipment will work as intended; (ii) as to transmission or upstream or downstream speeds of the network; (iii) that the Services, Equipment or Software are compatible with any Customer owned- or provided-Equipment; or (iv) as to the security of Customer's communications via Optimum's facilities or Services, or that third parties will not gain unauthorized access to or monitor Customer's communications. Customer has the sole responsibility to secure Customer's communications and the Optimum Parties will not be liable for any loss associated with such unauthorized access. In addition, neither the Optimum Parties nor any Third-Party Provider of services or products makes any representations or warranties with respect to any product or services offered through the Services or Equipment, and Optimum shall not be party to nor responsible for monitoring any transaction between Customer and any Third Party Provider of products or services.

Except for a refund or credit as expressly provided in this Agreement, in no event (including negligence) will the Optimum Parties be held responsible or liable for any loss, damage, cost or expense including direct, indirect, incidental, special, treble, punitive, exemplary or consequential losses or damages including, but not limited to, loss of profits, earnings, business opportunities, loss of data, personal injury (including death), property damage or legal fees and expenses, sought by Customer or anyone else using Customer's Service account: (x) resulting directly or indirectly out of the use or inability to use the Services (including the inability to access emergency 911 or e911 services) and/or use of the Software, Equipment or provided third party services or otherwise arising in connection with the installation, maintenance, failure, removal or use of Services, Software and/or Equipment or Customer's reliance on the Services, Software and/or Equipment, including without limitation any mistakes, omissions, interruptions, failure or malfunction, deletion or corruption of files, work stoppage, errors, defects, delays in operation, delays in installation, failure to maintain proper standards or operation, failure to exercise reasonable supervision, delays in transmission, breach of warranty or failure of performance of the Services, Software and/or Equipment; or (y) resulting directly or indirectly out of, or otherwise arising in connection with, any allegation, claim, suit or other proceeding relating to Services, Software and/or Equipment, or the infringement of the copyright, patent, trademark, trade secret, confidentiality, privacy, or other intellectual property or contractual rights of any third party. Optimum's Maximum Liability to Customer arising under this Agreement shall be the lesser of $5,000.00 or the amount actually paid by Customer for Services hereunder for the respective regular billing period.

27.**Indemnification.** Customer agrees to defend, indemnify, and hold harmless Optimum Parties from and against any and all claims and expenses, including reasonable attorneys' fees, arising out of or related in any way to the use of the Service and Equipment by Customer or otherwise arising out of or related in any way to the use of Customer's account or any equipment or facilities in connection therewith, or the use of any other products or services provided by Optimum to Customer. Customer agrees to indemnify and hold harmless the Optimum Parties against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence or removal of Optimum's Equipment, facilities and associated wiring on Customer's premises and further, Customer indemnifies and holds harmless the Optimum Parties against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of Optimum or the use thereof by Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by Optimum, and apparatus, Equipment, and systems provided by Customer; and against all other claims arising out of any act or omission of Customer in connection with the Services or facilities provided by Optimum.

28.**Regulatory Authority.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended.

29.**BINDING ARBITRATION. Please read this section carefully. It affects Customers rights**

a. Agreement to Arbitrate Disputes. Any and all disputes arising between The Customer and Optimum, or its respective predecessors in interest, successors, assigns, and past, present, and future parents, subsidiaries, affiliates, officers, directors, employees, and agents, shall be resolved by binding arbitration on an individual basis in accordance with this arbitration provision. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- Claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory.
- Claims that arose before this or any prior Agreement; and
- Claims that may arise after the termination of this Agreement.

Notwithstanding the foregoing, either Customer or Optimum may bring claims in small claims court in Customer's jurisdiction, if that court has jurisdiction over the parties and the action and the claim complies with the prohibitions on class, representative, and private attorney general proceedings and non-individualized relief discussed below. If the law of Your jurisdiction allows small claims actions to be removed or appealed for a trial de novo in a court of general jurisdiction, that appeal instead shall be resolved in an individual arbitration under this arbitration provision. The Customer may also bring issues to the attention of federal, state, and local executive or administrative agencies.

Resolving Customer dispute with Optimum through arbitration means The Customer will have a fair hearing before a neutral arbitrator instead of in a court before a judge or jury. **THE CUSTOMER AGREES THAT BY ENTERING INTO THIS AGREEMENT, THE CUSTOMER AND OPTIMUM EACH WAIVE THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION.**

b. Opting Out of Arbitration. **IF THE CUSTOMER HAS BEEN AN EXISTING SUBSCRIBER FOR AT LEAST 30 DAYS BEFORE THE EFFECTIVE DATE OF THIS AGREEMENT AND HAVE PREVIOUSLY ENTERED INTO AN ARBITRATION AGREEMENT WITH OPTIMUM OR A PREDECESSOR COMPANY, THIS OPT OUT PROVISION DOES NOT APPLY TO THE CUSTOMER.**

IF THE CUSTOMER BECAME A SUBSCRIBER WITHIN THE 30 DAYS IMMEDIATELY PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION PROVISION, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE EFFECTIVE DATE OF THIS AGREEMENT.

IF THE CUSTOMER BECAME A SUBSCRIBER AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, AND DO NOT WISH TO BE BOUND BY THIS ARBITRATION AGREEMENT, THE CUSTOMER MUST NOTIFY OPTIMUM IN WRITING WITHIN 30 DAYS OF THE OPENING OF CUSTOMER'S OPTIMUM ACCOUNT. IN ALL INSTANCES, NOTICE SHALL BE PROVIDED BY EMAILING US AT NOARBITRATION@ALTICEUSA.COM OR BY MAIL TO: OPTIMUM SHARED SERVICES, 1111 STEWART AVENUE, BETHPAGE, NY 11714, ATTN: ARBITRATION.

TO BE VALID, AN OPT-OUT NOTICE MUST: (1) INCLUDE THE CUSTOMERR NAME, ADDRESS, OPTIMUM ACCOUNT NUMBER, PHYSICAL SIGNATURE IF SENT BY MAIL OR ELECTRONIC SIGNATURE IF SENT VIA EMAIL, AS WELL AS A CLEAR STATEMENT THAT ARE REJECTING THE ARBITRATION PROVISION IN THIS AGREEMENT; AND (2) BE RECEIVED BY OPTIMUM WITHIN THE APPLICABLE 30-DAY TIME PERIOD ABOVE.

YOUR DECISION TO OPT OUT OF THIS ARBITRATION PROVISION WILL HAVE NO ADVERSE EFFECT ON YOUR RELATIONSHIP WITH OPTIMUM OR THE DELIVERY OF OPTIMUM SERVICES TO THE CUSTOMER. OPTING OUT OF THIS ARBITRATION PROVISION HAS NO EFFECT ON ANY OTHER PRIOR OR FUTURE ARBITRATION AGREEMENTS THAT THE CUSTOMER MAY HAVE WITH OPTIMUM.

c. Pre-Arbitration Process. (i.) Notice Of Dispute. A party who intends to commence arbitration must first send the other party a written Notice of Dispute and engage in a good-faith negotiation of the dispute in an effort to resolve it without the need for arbitration. To be valid, Your Notice of Dispute must include: (1) The Customer name; (2) the account number and service address; (3) an email address and telephone number at which The Customer may be reached during business hours; (4) a description of the nature and basis of your claims or dispute (including where applicable specific dates); (5) an explanation of the specific relief sought; (6) Your physical or electronic signature; and (7) if The Customer has retained an attorney, Your signed statement authorizing Optimum to disclose your confidential account records to Your attorney if necessary in resolving Your claim. For Your convenience, The Customer may download a Notice of Dispute form from our website at www.Optimum.net/NoticeOfDispute. Once the Customer has written the letter or filled out the Notice, send it to us by certified mail at Optimum Shared Services, 1111 Stewart Avenue, Bethpage, NY 11714, Attn: Customer Disputes. Optimum will send any Notice of Dispute to The Customer at the billing address on file with the account. (ii.) 60 Day Wait Period. Whoever sends the Notice of Dispute must give the other party 60 days after receipt to investigate the claim. During that period, either party may request an individualized discussion (by phone call or videoconference) regarding settlement, which shall take place at a mutually agreeable time (which can be after the 60-day period). The Customer and an Optimum legal or business representative (or outside counsel) must personally participate, unless otherwise agreed in writing. Your lawyers (if any) also can participate. If Optimum has not been able to resolve your dispute to your satisfaction within the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement, the Customer may start arbitration proceedings. The Notice of Dispute and discussion requirements are essential in order to give the parties a meaningful chance to resolve disputes informally. If any aspect of these requirements has not been met, the parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, the arbitration administrator shall neither accept nor administer the arbitration nor assess fees in connection with such an arbitration. The submission of a Notice of Dispute will toll the statute of limitations for the claim until the later of 60 days from when we received your Notice of Dispute or the date of the individualized discussion regarding settlement.

d. Commencing an Arbitration. To commence an arbitration, The Customer must submit a written Demand for Arbitration to the American Arbitration Association ("AAA"), Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043, with a copy to Optimum. A Demand for Arbitration form can be found on the AAA website at https://www.adr.org/rulesformsfees.

e. Arbitration Process. The arbitration will be administered by the AAA under the AAA's Consumer Arbitration Rules, as modified by this arbitration provision. The Customer may obtain copies of those rules from the AAA at www.adr.org. If the AAA will not enforce this arbitration provision as written, it cannot serve as the arbitration organization to resolve Your dispute. If this situation arises, or if the AAA for any reason cannot serve as the arbitration organization, the parties shall agree on a substitute arbitration organization or ad hoc arbitration, which will enforce this arbitration provision as to the dispute. If the parties are unable to agree, the parties shall mutually petition a court of appropriate jurisdiction to appoint an arbitration organization or ad hoc arbitrator that will administer arbitration under this arbitration provision as written. If there is a conflict between this arbitration provision and the AAA rules, this arbitration provision shall govern.

A single arbitrator will resolve the dispute between The Customer and Optimum. Participation in arbitration may result in limited discovery. The arbitrator will honor claims of privilege recognized by law and will take reasonable steps to protect confidential or proprietary information, including subscriber personally identifiable information.

All issues are for the arbitrator to decide, except issues relating to arbitrability, the scope or enforceability of this arbitration provision, the interpretation of its prohibitions of class, representative, and private attorney general proceedings and non-individualized relief, and compliance with the requirements of Sections 26.c and 26.g shall be for a court of competent jurisdiction to decide. The Arbitrator is limited and bound by terms of this arbitration provision. Although the arbitrator shall be bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law, an arbitrator's ruling will not be binding in other proceedings involving different customers. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. An award rendered by the arbitrator may be entered in any court having jurisdiction over the parties for purposes of enforcement.

Unless the parties agree otherwise, any arbitration hearing will take place in the county (or parish) of Customer's service address. If the amount in dispute is less than $50,000, Optimum agrees that The Customer may choose whether the arbitration is conducted solely on the basis of documents submitted to the arbitrator, by a telephonic or videoconference hearing, or by an in-person hearing as established by AAA rules.

If the amount in dispute exceeds $75,000 or the claim seeks any form of injunctive relief, either party may appeal the award to a three-arbitrator panel administered by AAA under its Optional Appellate Arbitration Rules (including its rules governing allocation of fees and costs) by a written notice of appeal within thirty (30) days from the date of entry of the written arbitration award. The award shall be stayed during any such appeal. The members of the three-arbitrator panel will be selected according to AAA rules. The three-arbitrator panel will issue its decision within one hundred and twenty (120) days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, subject to any right of judicial review that exists under the FAA.

f. Arbitration Fees. Except as otherwise provided in this arbitration provision, if Optimum initiates an arbitration, Optimum will pay all arbitration filing, administrative, and arbitrator fees.

If The Customer initiate an arbitration, The Customer will be responsible for paying a portion of the arbitration fees as follows: If Customer is seeking claims of $1,000 or less, Customer's share of the fees will be capped at $100, and If Customer is seeking claims of between $1,001-$10,000, Customer's share of such fees will be capped at $200. If Customer is seeking claims of more than $10,000, the filing, administrative and arbitrator fees will be allocated in accordance with the AAA rules. If Customer cannot pay Your share of these fees, Customer may request a fee waiver from the AAA. In addition, Optimum will consider reimbursing Your share of these fees if The Customer indicates they cannot afford them and, if appropriate, will pay directly all such fees upon Your written request prior to the commencement of the arbitration. The Customer is responsible for all additional costs and expenses that The Customer incurs in the arbitration, including, but not limited to, attorneys' or expert witness fees and expenses, unless the arbitrator determines that applicable law requires Optimum to pay those costs and expenses.

Notwithstanding the foregoing, if the arbitrator concludes that Your claim is frivolous or has been brought for an improper purpose (as measured by the standards of Federal Rule of Civil Procedure 11(b)), then the AAA rules shall govern the allocation of arbitration fees, and The Customer agrees to reimburse Optimum for any amounts Optimum may have paid on Your behalf.

g. Mass Arbitration Procedures. If 25 or more claimants submit Notices of Dispute or file arbitrations raising similar claims and are represented by the same or coordinated counsel, all the cases must be resolved in staged bellwether proceedings. The Customer agrees to this process even though it may delay the resolution of your claim. In the first stage, each side shall each select up to 15 cases (30 cases total) to be filed in arbitration and resolved individually by different arbitrators. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, or demand payment of fees for arbitrations commenced in violation of this Mass Arbitration Procedures section. If the parties cannot agree how to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, the process will be repeated until all claims are resolved.

If this Mass Arbitration Procedures section applies to a Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice of Dispute will be tolled from the time the first cases are selected for bellwether proceedings until that Notice of Dispute is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Mass Arbitration Procedures section, including by enjoining the mass filing or prosecution of arbitrations or the assessment or collection of AAA fees.

h. Governing Law. Because the Service(s) provided to The Customer involves interstate commerce, the Federal Arbitration Act ("FAA"), not state arbitration law, shall govern the arbitrability of all disputes under this arbitration provision. Any state statutes pertaining to arbitration shall not be applicable.

i. Waiver of Class and Representative Actions. **YOU AGREE TO ARBITRATE YOUR DISPUTE AND TO DO SO ON AN INDIVIDUAL**

If any of the prohibitions in the preceding paragraph is held to be unenforceable as to a particular claim, or request for relief (such as a request for public injunctive relief) then The Customer and Optimum agree that such claim or request for relief (and only that claim or request) shall be decided by a court after all other claims and requests for relief are arbitrated. In that instance, or any instance when a claim between The Customer and Optimum proceeds to court rather than through arbitration, The Customer and Optimum each waive the right to any trial by jury through this Agreement.

j. Amendments to this Arbitration Provision. Notwithstanding any provision in the Agreement to the contrary, The Customer and Optimum agree that if Optimum makes any amendment to this arbitration provision (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall apply to all disputes or claims that have arisen or may arise between The Customer and Optimum, including disputes or claims that arose prior to the effective date of the amendment. We will notify the Customer of amendments to this arbitration provision in the manner described in Section 31. If the Customer does not agree to the revisions, the Customer must cease use of all Service(s) within 30 days and notify Optimum that The Customer are canceling this Agreement.

k. Severability and Survival. If any other portion of this arbitration provision is determined to be unenforceable, then the remainder of this arbitration provision shall be given full force and effect. The terms of the arbitration provision shall survive termination, amendment or expiration of this Agreement.

30. Governing Law. Subject to Section 29.h above, this Agreement shall be governed by the laws of the state of New York.

31. No Relationship. Nothing in this Agreement will create any joint venture, joint employer, franchisee-franchisor, employer-employee or principal-agent relationship between Optimum and any content, backbone, network, circuit and other technology or communications providers, software and other licensors, hardware and equipment suppliers or other third party providers of elements of the High Speed Internet Service, nor impose upon any such companies any obligations for any losses, debts or other obligations incurred by the other.

32. Survival. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Optimum rights and the rights of others).

33. Force Majeure. Optimum Parties shall not be liable for any delay or failure of performance or Equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government including state and local governments having or claiming jurisdiction over Optimum, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state, or local governments or of any military authority; preemption of existing service in compliance with national emergencies, acts of terrorism, insurrections, riots, wars, unavailability of rights-of-way, material shortages, strikes, lockouts, or work stoppages.

34. Entire Agreement. This Agreement, including the applicable Additional Terms of Service, Privacy Policy and Acceptable Use Policy ("AUP"), the Service Order and the Schedule of Fees constitute the entire agreement between Optimum and Customer with respect to the Services. No undertaking, representation or warranty made by an agent or representative of Optimum in connection with the sale, installation, maintenance or removal of Optimum's Services or Equipment shall be binding on Optimum except as expressly included herein.

35. Amendment; Notice. Optimum may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time. Optimum may notify Customer of any such changes to this Agreement, or any other required or desired notice hereunder, by posting notice of such changes on Optimum's website (www.Optimum.com), or by sending notice via email or postal mail to Customer's billing address, and/or by contacting the telephone number(s) on Customer's account (including mobile phones) by means such as but not limited to browser bulletins, walled garden (browser interruption), voice, SMS, MMS, and text messages, including by the use of by automatic telephone dialing systems. Customer agrees that any one of the foregoing will constitute sufficient notice. Because Optimum may from time to time notify Customer about important information regarding the Services, the Privacy Policy and this Agreement by such methods, Customer agrees to regularly check postal mail, e-mail and all postings on the Optimum web site (www.Optimum.com) and Customer bears the risk of failing to do so. The Customer's continued use of the applicable Service(s) following notice of such change, modification or amendment shall be deemed to be the Customer's acceptance of any such revision. If Customer does not agree to any revision of this Agreement, Customer must immediately cease use of all Service(s) and notify Optimum that Customer is cancelling this Agreement in accordance with the then-current policy.

Exhibit A
Service Level Agreement (Fiber Services Only) Not applicable to COAX

This Service Level Agreement ("SLA") covers the local transport area to the Optimum demarcation point including Optimum equipment associated with the endpoints such as POE devices and routers. The provisions described below shall be Customer's sole and exclusive remedy in the event of Interruption.

MEAN TIME TO REPAIR

Optimum's objective is a four (4) hour mean-time-to-repair ("MTTR")

SERVICE LEVEL GUARANTEE

Interruption/Outage ("Interruption"): Defined as a total loss of Service.

Service Level Guarantee: If Customer detects an Interruption, Customer shall open a trouble ticket with Optimum Network Operation Center by calling 866-232-5455 (option 4) or via the customer portal at Optimum.com. An Interruption period begins when Customer reports a circuit/service failure, opens a valid trouble ticket and releases it for testing and repair. The controlling record for the purpose of determining the duration of the Interruption and calculating credits shall be the date/time stamp on the trouble reporting ticket as generated by Optimum's trouble reporting system. An Interruption period ends when the circuit/service is operative.

a. If Customer reports a circuit/service to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.
b. If an Altice/ Optimum technician is dispatched for a reported failure and it is determined that such failure is not within Optimum's control, Customer will be subject to a truck roll fee for any subsequent dispatch/truck roll(s) requested.
c. Customer may request a credit, in writing, and reference the date of the ticket. Requests for credit must be submitted to enterprisecare@alticeusa.com within thirty (30) calendar days of the Interruption.
d. For calculating credit allowances, every month is considered to have thirty (30) days.
e. A credit allowance is applied on a pro rata basis against the monthly recurring charge for the affected circuit/service and is dependent upon the length of the Interruption.

Optimum shall credit Customer's monthly recurring charges for the circuit/service experiencing the Interruption as follows:

Outage Duration	Credit of Monthly Charges
Less than 30 minutes	none
30 minutes up to but not including 3 hrs	1/10 of a day
3 hrs up to but not including 6 hrs	1/5 of a day
6 hrs up to but not including 9 hrs	2/5 of a day
9 hrs up to but not including 12 hrs	3/5 of a day
12 hrs up to but not including 15 hrs	4/5 of a day
15 hrs up to and including 24 hrs	1 day
Over 24 hours	2 days for each full 24-hour period

Limitations: Total credits in a given month shall not exceed one hundred percent (100%) of the monthly recurring charge for the affected circuit/service in that month.

No credit allowance will be made for:

a. Interruptions caused by the negligence of Customer or third parties outside of Optimum's control.
b. Interruptions due to the failure of power, equipment, systems or connections not provided by Optimum under this Agreement.
c. Interruptions during any period when Customer has released the circuit for maintenance or rearrangement purposes or for the implementation of a customer order.
d. Interruptions which continue because of Customer's failure to authorize replacement of any element of the Service.
e. Interruptions due to force majeure events.
f. No trouble found or where the fault of the trouble is undetermined.

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	February 20, 2025
Section:	New business
Category:	Resolution
Agenda Item Name:	Resolution 1816: Order the relocation of the Fourth Ward and Fifth Ward polling places in city elections
Recommended By:	City Clerk
Summary:	For the next city election (June 10), circumstances prevent City of Elkins from using two of its usual polling places on election day, i.e., for Fourth Ward and Fifth Ward. The attached memo explains the steps that must be followed to shift these to the Wees Annex (Fourth Ward) and the Old Brick Playhouse (Fifth Ward). The resolution orders the change. The city has advertised the date of this order as a Class II legal advertisement. This order must also be published once made.
Fiscal Impact:	n/a
Recommendation:	Consider for approval
Attachments:	1. COE Memo - changing polling place locations - 2025_01_05 2. R-1816 - ordering relocation of fourth and fifth ward polling places

Memo

To: City Council

From: City Clerk

cc: City Attorney

Date: Jan. 5, 2025

Re: Changing Fourth and Fifth Ward Polling Places

For the next city election (June 10), circumstances prevent City of Elkins from using two of its usual polling places on election day, i.e., for Fourth Ward and Fifth Ward. I have confirmed that the customary polling places for Wards 1-3 are available as usual.

Fourth Ward's usual location, the Randolph County Courthouse Annex commission meeting room, is no longer available, because that space is being converted for use by the new judge. I have reserved the meeting room at the Wees Annex for use of the replacement Fourth Ward polling place on June 10.

Fifth Ward's usual location, the Municipal Courtroom in city hall, may not be available due to renovation work. The Municipal Court's temporary location, a modular building behind city hall, is not ideal for this purpose. I have reserved the Old Brick Playhouse for use as the replacement Fifth Ward polling place on June 10.

Changes in location of polling places are governed by West Virginia Code §3-1-7.

This code section states that the location of a polling place may be changed "whenever the public convenience may require it," provided the following steps are taken:

- Publish a Class II legal advertisement advising of the planned change, with first publication to occur NLT one month before council will take action to effect the change.
- The order making the change may not occur closer than 90 days to an election (although there are provisions for making a later change due to unforeseen circumstances).
- After council has ordered the change, the order itself shall also be published as a Class II legal advertisement.

The deadline for council to order such changes for the 2025 election, i.e., 90 days before June 10, is March 12. I recommend the following schedule:

- Plan to order the change at the regular council meeting of Feb. 20
- Publish a notice of this plan as a Class II legal advertisement ASAP but NLT Jan. 20
- Take action effecting the change at the meeting of Feb. 20
- Publish the order effecting the change as a Class II immediately after the meeting of Feb. 20

Other considerations:

- Notice of the change (i.e., the locations of the new polling places) must be posted on Election Day on the doors of the previous polling places.

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<u>IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV</u>

<u>A RESOLUTION OF COMMON COUNCIL</u>

(#1816)
February 20, 2025

Ordering the Relocation of the Fourth Ward and Fifth Ward Polling Places for Municipal Elections

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WHEREAS, in accordance with West Virginia Code §3-1-7, it is the duty of the Common Council of the City of Elkins, West Virginia ("Council") to ensure that polling places for municipal elections are appropriate, accessible, and sufficient for the conduct of elections; and

WHEREAS, Council has determined that it is necessary and appropriate to relocate the polling places for the City's Fourth and Fifth Wards to ensure convenience and accessibility for voters in those wards for the upcoming June 10 Municipal Election; and

WHEREAS, the Fourth Ward polling place has previously been located at the Randolph County Courthouse Annex, and the Fifth Ward polling place has previously been located at City Hall; and

WHEREAS, the City Clerk has proposed the following new locations for these polling places as follows:

- Fourth Ward: Randolph County Wees Annex (32 Randolph Avenue)
- Fifth Ward: Old Brick Playhouse (329 Davis Avenue)

NOW, THEREFORE, BE IT RESOLVED, THAT:

The polling places for the Fourth and Fifth Wards of the City of Elkins are hereby relocated as proposed above.

These relocations shall take effect for the June 10, 2025 Municipal Election and for all elections thereafter, unless and until otherwise ordered by Council.

The City Clerk is hereby directed to take all necessary actions to notify the public and affected voters of these changes in accordance with applicable laws and regulations.

____
Attest: Sutton R. Stokes, City Clerk

____
Jerry A. Marco, Mayor

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	February 20, 2025
Section:	New business
Category:	Action Item
Agenda Item Name:	Attorney/client consultation concerning Sanitation Garage
Recommended By:	City Attorney
Summary:	As an attorney/client consultation, this item is eligible for consideration in executive session under W. Va. Code §6-9A-4 (b) (2) (12), to wit, "to discuss any matter which, by express provision of federal law or state statute or rule of court is rendered confidential."
Fiscal Impact:	n/a
Recommendation:	Move entering executive session as allowed by W. Va. Code §6-9A-4 (b) (2) (12).
Attachments:	None