City of Elkins
Regular Council Meeting

April 6, 2023
7:00 PM
401 Davis Avenue
Council Chamber, 2nd Floor

AGENDA

1. **Invocation and Pledge of Allegiance**
2. **Call to order and roll call**
3. **Public comment**
4. **Minutes**
5. **Correspondence and Notifications**
    a. Approved minutes of committees, boards, and commissions
    b. Event Request: One Hope
6. **Presentation**
7. **Committee Reports**
8. **Staff reports**
9. **Approval of vendor invoice payments**

(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.)

Vendor invoices presented for approval:

1. Vendor invoices for the period March 13-31, 2023

10. **New business**
    a. *Resolution 1630:* Reappointing Carol Bush to the Elkins Water Board
    b. *Resolution 1631:* Authorizing the mayor to sign a contract with Region VII Planning and Development Council for GIS services
    c. *Resolution 1632:* Approving the use of ARPA funds for an IT assessment and related IT needs, website redesign and go-live services, and the purchase of GIS equipment for the Water Board and the Sanitary Board
    d. ABCA endorsement letter for National Speleogical Society event on the campus of Davis & Elkins College
    e. *Ordinance 312:* An ordinance to amend and reenact the rates, rules and regulations for furnishing sewer service at Elkins and vicinity, Randolph county, West Virginia by increasing the rates charged therefor (first of two readings)
    f. *R-1633:* Authorizing Conditions of Lease & Addendum and Maintenance Agreement between Hart Office Solutions and the City of Elkins (building officials office)
11. **Mayor's comments**

12. Adjournment

ELKINS COMMON COUNCIL
REGULAR COUNCIL MEETING
MINUTES

401 Davis Avenue
Council Chamber, 2nd Floor
March 16, 2023
7:00 p.m.

Elkins Common Council met in regular session in the council chamber of city hall. Present were Mayor Jerry A. Marco; Councilpersons N.E. Bross-Fregonara, R.C. Chenoweth, M. D. Cuonzo, C.R. Griggs, J.A. Guye, G.M. Hinchman, D.C. Parker, L.S. Severino, and L.H. Vest; City Treasurer T. Judy; Fire Chief S.D. Himes; Police Chief T. Bennett; Operations Manager M. Kesecker; City Attorney G. S. Roberts; and City Clerk S.R. Stokes.

Cm. C.C. Lowther was absent.

MINUTES

Cm. Chenoweth, **MOVED APPROVAL OF THE MINUTES OF THE MEETING OF MARCH 14, 2023.** The motion carried.

CORRESPONDENCE AND NOTIFICATIONS

Council received the following correspondence and notifications:

- Approved minutes of committees, boards, and commissions

APPROVAL OF VENDOR INVOICE PAYMENTS

Cm. 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 February 27-March 10, 2023.

NEW BUSINESS

Cw. Bross-Fregonara **MOVED APPROVAL OF RESOLUTION 1627: AUTHORIZING NEW CITY CLERK AS SIGNATORY ON CITY BANK ACCOUNTS.** The motion carried.

Cw. Cuonzo **MOVED APPROVAL OF RESOLUTION 1628: REAPPOINTING CITY ATTORNEY.** The motion carried.

Cw. Bross-Fregonara **MOVED APPROVAL OF RESOLUTION 1629: APPOINTING BALLOT COMMISSIONERS FOR THE 2023 MUNICIPAL ELECTION.** The motion carried.

Cm. Chenoweth **MOVED ENTERING EXECUTIVE SESSION ON THE PERSONNEL-MATTER EXEMPTION FOR THE AGENDA ITEM "CLERK CONTRACTUAL SERVICES."** The motion carried. Council entered executive session at 7:33 p.m. with the mayor and city attorney present. Council returned from executive session at 7:38 p.m. The mayor announced no actions had been taken nor decisions made.

Cm. Chenoweth **MOVED THAT COUNCIL CONFIRM THAT THE APPOINTMENT OF SUTTON STOKES AS CITY CLERK, WHICH OCCURRED AT THE MEETING OF MARCH 2 AND WAS EFFECTIVE MARCH 11, WAS TO A TERM OF OFFICE ENDING DECEMBER 31, 2024.** The motion carried.

Cm. Chenoweth **MOVED APPROVAL OF THE FISCAL YEAR 2024 GENERAL FUND BUDGET AS PRESENTED BY THE CITY TREASURER.** In part, the presented budget stipulated that certain amounts of money be contributed to the city's partner organizations in the community, including the Randolph County Development Authority. Cw. Bross-Fregonara **MOVED AMENDING THE PRIMARY MOTION BY ATTACHING AN ORDER THAT, BEFORE THE AMOUNT STIPULATED FOR THE RCDA BE DISBURSED TO THAT ORGANIZATION, AN RCDA REPRESENTATIVE BE REQUESTED TO DISCUSS THE PROPOSED USES OF THE MONEY WITH COUNCIL.** The motion to amend carried. Cw. Cuonzo **MOVED AMENDING THE PRIMARY MOTION BY FIRST TRANSFERRING $1,500 FROM THE ELKINS TREE BOARD TO CITY HALL CONTRACTED SERVICES.** The motion to amend carried. The original motion carried.

No action was taken regarding the agenda item "Review and discussion of draft strategic plan."

The meeting adjourned at 8:17 p.m.

Approved by council at the meeting of MONTH DAY, YEAR

____

Jerry A. Marco, Mayor

Attest:

____

Sutton Stokes, City Clerk

ELKINS TREE BOARD
MEETING MINUTES

Darden House, Davis Ave.
February 7, 2023 • 5:30 p.m.

Present: Aira Burkhart, Chair; Angela Daniels, Secretary; Linda Burke, Vice Chair; Linda Silva, Treasurer; and members Marilynn Cuonzo, Nanci Bross- Fregonara, Iris Allen and Sam Golston. Also in attendance, Danny Helmick AFNHA member.

PUBLIC COMMENT
No public comment.

MINUTES
DANIELS MOVED APPROVAL OF THE MINUTES OF THE JANUARY 3, 2023, MEETING. MOTION CARRIED.

BUDGET REPORT
Silva reported the current ETB budget balance is: $2991.47. Our new lock and utility snips were passed around for the group to see. It was decided that the combination for the lock to the barn door at the Kump House would be 401. **FREGONARA MOTIONED TO APPROVE THE COMBINATION. MOTION CARRIED.**

UNFINISHED BUSINESS:

DOF GRANT- The DOF Grant was approved for $13,508. 13 trees are needed to finish ones downtown and at the City Park we need to replace a Hawthorne.

WINTER WALK FINAL PLANS: These plans were finalized for February 18th at 10 a.m. to meet at the pavilion at Glendale. Burke will discuss the different trees and how to identify them.

NEW BUSINESS:

BOARD OFFICERS AND MEMBER RESPONSIBILITIES: We went over Burkhart's duties as Chair, Daniels' as secretary, Cuonzo said she could be the link between the City of Elkins and the Tree Board, Fregonara volunteered to be our Marketing Liaison and Allen offered to be our Educational Outreach Coordinator. Allen had a great idea to do a display about the National Christmas Tree coming from the Mon Forest. Danny, AFNHA Member, volunteered to help clean and organize the barn and organize our tools there in the barn at the Kump House.

PLAN FOR ARBOR DAY AND UPCOMING EVENTS: Plan for Arbor Day is to plant a Dogwood in memory of Sue Pifer's husband. The one in front of the sewing center that was planted for him is to be removed. There is a piece of property that the City of Elkins owns, that is on the corner of Steward and Gilmore St. Cuonzo is going to ask David Mitchell when he brings the Dogwood Tree for Arbor Day to be planted, if he will bring two other trees to plant there. **CUONZO MOTIONED TO PLANT THE TREES THERE ON THIS PROPERTY. MOTION CARRIED.** Other upcoming events include Sprout into Spring Atrium event, Saturday, March 18 at the Seneca Mall, 11 a.m.-2 p.m. followed by Grafting/Pruning workshop at KEC with Dave Proudfoot (Cuonzo to confirm) at 2:30. Earth Day, Saturday, April 22, noon -2 p.m. at City Park.

BUDGET REQUEST TO CITY: Last year our budget was $5200. $1200 of that was for David Mitchell for his work with us. We received $4000 after paying him from the City of Elkins. David Mitchell's fee has increased to $1500 this year, so to receive the $4000 we received last year, we decided to ask for a total of $5500 with $1500 of that being David Mitchell's fee. **BURKHART MOTIONED TO ASK THE CITY OF ELKINS FOR $5500 THIS YEAR. MOTION CARRIED.**

IDEAS FOR NEXT YEAR'S DOF CITY DEMONSTRATION GRANT: We will be applying again for the Demonstration City grant again, which may include putting together a plan and tree inventory GIS system. That grant should be submitted sometime in September/October, like we used to do. We still need to finalize what we want to apply for.

ANNOUNCEMENTS
None.

The next regular meeting of the Tree Board is set for **March 7, 2023 at 5:30 p.m.** The meeting was adjourned at 6:40 p.m.

The foregoing minutes were approved at the meeting of March 7, 2023.

Aira Burkhart, Chair
Name & Title

[signature]
Signature

IDEAS FOR NEXT YEAR'S DOF CITY DEMONSTRATION GRANT: We will be applying again for the Demonstration City grant again, which may include putting together a plan and tree inventory GIS system. That grant should be submitted sometime in September/October, like we used to do. We still need to finalize what we want to apply for.

ANNOUNCEMENTS
None.

The next regular meeting of the Tree Board is set for **March 7, 2023 at 5:30 p.m.** The meeting was adjourned at 6:40 p.m.

The foregoing minutes were approved at the meeting of March 7, 2023.

Aira Burkhart, Chair
Name & Title

Signature

SANITARY BOARD
SPECIAL MEETING MINUTES

401 Davis Avenue
City Hall, Council Chambers
~~***December 8, 2022***~~ January 23, 2023
10:00 a.m.

Present were Board Members: Mayor J. Marco, Chair; R. Biller; and V. White

Also present were: Wastewater Chief Operator W. Hymes; City Attorney G. Roberts; and Operations Assistant M. Himes (recording secretary)

UNFINISHED BUSINESS

SANITARY BOARD MEMBER MAYOR J. MARCO , **MOVED TO GO INTO EXECUTIVE SESSION TO DISCUSS WASTEWATER CHIEF OPERATOR COMPENSATION.** The motion carried.

Elkins Sanitary Board entered executive session at 1:32 p.m. to take up Unfinished Business item a. Wastewater Chief Operator Compensation. Elkins Sanitary Board ended executive session at 2:15 p.m. with no action taken.

SANITARY BOARD MEMBER J. MARCO , **MOVED APPROVAL TO CHANGE THE CHIEF WASTEWATER OPERATOR POSITION FROM AN HOURLY POSITION TO A SALARY POSITION OF SIXTY-ONE THOUSAND DOLLARS ($61,000.00) EFFECTIVE FEBRUARY 5, 2023.** The motion carried.

Chief Wastewater Operator W. Hymes request to speak with the Sanitary Board members regarding her salary.

SANITARY BOARD MEMBER J. MARCO , **MOVED TO GO INTO EXECUTIVE SESSION TO DISCUSS WASTEWATER CHIEF OPERATOR COMPENSATION.** The motion carried.

Elkins Sanitary Board entered executive session at 2:17 p.m. to take up Unfinished Business item a. Wastewater Chief Operator Compensation. Elkins Sanitary Board ended executive session at 2:31 p.m. with no action taken.

NEW BUSINESS

Sanitary Board Member R. Biller , **MOVED APPROVAL OF Burgess & Niple INVOICE NO. 1062534 DATED 01/23/2023 IN THE AMOUNT OF $505.00.** The motion carried.

Sanitary Board Member R. Biller , **MOVED APPROVAL OF CRIM LAW OFFICE, PLLC INVOICE NO. 324 DATED 01/23/2023 IN THE AMOUNT OF $650.00.** The motion carried.

Sanitary Board Member V. White , **MOVED APPROVAL OF "PROMOTION" STATUS AND CONFIRMING COMPENSATION LEVEL FOR NATHAN YOCUM.** The motion carried.

Sanitary Board Member J. Marco, **MOVED ADJOURNMENT**. The motion carried.

The meeting adjourned at 2:33 p.m.

The foregoing minutes were approved at the meeting of Feb. 27, 2023

Jeremy A Marco - Mayor
Name & Title

Jeremy A Marco
Signature

FINANCE COMMITTEE REGULAR MEETING MINUTES

401 Davis Avenue
City Hall, Council Chambers
February 6, 2023
10:00 a.m.

Present were Committee Members: M. Hinchman, C. Lowther and R. Chenoweth

Also present were: Operations Manager M. Kesecker; Fire Chief S. Himes; Treasurer T. Judy; City Attorney G. Roberts; City Clerk J. Sutton; Police Chief T. Bennett; and Mayor J. Marco

MINUTES

Cm. Lowther ,**MOVED APPROVAL OF THE MINUTES OF THE DECEMBER 6, 2022, MEETING.** The motion carried.

Cm. Lowther ,**MOVED APPROVAL OF THE MINUTES OF THE JANUARY 12, 2023, JOINT MEETING WITH THE PERSONNEL COMMITTEE.** The motion carried.

NEW BUSINESS

Cm. Lowther, **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL TO APPROVE FY23 GENERAL FUND REVISIONS NO. 4 THROUGH NO. 6.** The motion carried.

Treasurer T. Judy advised that she was approached by a local vendor asking if the City would consider returning to their fuel program. Mrs. Judy advised the City s currently participating in the State Fuel program which can be used anywhere and provides a rebate. It is her recommendation that we remain with the State program. No action was taken by the committee.

Cm. Chenoweth, **MOVED APPROVAL OF PAYING $1000 TO THE REGION VII PLANNING AND DEVELOPMENT COUNCIL IN SUPPORT OF THE REGIONAL HAZARD MITIGATION PLAN AND THAT THIS PAYMENT BE MADE FROM CITY HALL CONTRACTED SERVICES .** The motion carried.

Cm. Lowther, **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 10:12 a.m.

The foregoing minutes were approved at the meeting of Mar. 6, 2023

George Michael Hinchman
Name & Title Chair

Signature

AD-HOC ARPA ADVISORY COMMITTEE
REGULAR MEETING
MINUTES

401 Davis Avenue
City Hall, Council Chambers
July 12, 2022
12:00 p.m.

Present were Committee Members: M. Hinchman, chair; D. Parker; R. Chenoweth; N. Bross-Fregonara; and M. Cuonzo

Also present were: City Attorney G. Roberts; Treasurer T. Judy; City Clerk J. Sutton; Mayor J. Marco; and Chief Water Operator W. Lambert

MINUTES

Cm. Parker, **MOVED APPROVAL OF THE MINUTES OF THE MAY 24, 2022, MEETING.** The motion carried.

NEW BUSINESS

Cm. Parker, **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL TO DESIGNATE $76,704.90 IN ARPA FUNDS TO THE WASTEWATER TREATMENT PLANT FOR PLC UPGRADES.** The motion carried.

Cm. Parker, **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL TO DESIGNATE $21,784.32 IN ARPA FUNDS TO THE WATER TREATMENT PLANT FOR AIR COMPRESSORS.** The motion carried.

The committee discussed a request from the Elkins Police Department to use ARPA funds for the purchase of updated radar equipment. No action was taken.

ANNOUNCEMENTS

City Clerk Sutton advised the committee that after the recommendations made at today's meeting, there only remains $37,575.78 in unassigned funds. The Treasurer advised that it is too early at this time to tell if there will be any unspent or excessive funds that can be reallocated.

Cm. Parker, **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 12:21 p.m.

The foregoing minutes were approved at the meeting of March 31, ~~2022~~ 2023.

Mike Hinchman
Name & Title Chair

Signature

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PERSONNEL COMMITTEE
REGULAR MEETING
MINUTES

401 Davis Avenue
City Hall, Council Chambers
February 9, 2023
12:00 p.m.

Present were Committee Members: R. Chenoweth, Chair; and L. Vest.

Also present were: Mayor J. Marco; Attorney G. Roberts; Treasurer T. Judy; Police Chief T. Bennett; Operations Manager M. Kesecker; Municipal Court Judge B. Jones; and Executive Secretary R. Wickham (acting as recording secretary).

C. Lowther was absent.

MINUTES

Cw. Vest, **MOVED APPROVAL OF THE MINUTES OF THE NOVEMBER 10, 2022 MEETING.** The motion carried.

Cw. Vest, **MOVED APPROVAL OF THE MINUTES OF THE JANUARY 12, 2023 JOINT FINANCE COMMITTEE MEETING.** The motion carried.

NEW BUSINESS

No action was taken on Item a. Operations Manager M. Kesecker explained to the committee that action was already taken on July 28, 2022 via Resolution 1552 to include this position to the Classification and Compensation Plan. M. Kesecker advised that the removal of Street Worker IV from the Classification and Compensation Plan will be discussed at the next Personnel Committee Meeting.

Cm. Chenoweth, **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL FOR AN INCREASE OF THE SALARY OF MUNICIPAL COURT JUDGE B. JONES FROM $18,199 ANNUALLY TO $20,000 EFFECTIVE AS SOON AS POSSIBLE.** The motion carried.

Cm. Chenoweth, **MOVED ADJOURNMENT.** The motion carried.
The meeting adjourned at 12:07 p.m.

The foregoing minutes were approved at the meeting of Mar. 9, 2023.

R. Chenoweth, Chair
Name & Title

Robert C. Chenoweth
Signature

Personnel Committee Special Call Meeting Minutes

401 Davis Avenue
City Hall, Council Chambers
February 23, 2023
12:00 p.m.

Present were Committee Members: R. Chenoweth, L. Vest and C. Lowther

Also present were: City Attorney G. Roberts, Fire Chief S. Himes, Treasurer T. Judy, Operations Manager M. Kesecker, and City Clerk J. Sutton

NEW BUSINESS

Cm. Lowther, **MOVED APPROVAL OF ENTERING INTO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING A PERSONNEL MATTER RELATED TO THE OFFICE OF THE CITY CLERK.** The motion carried. The committee entered executive session at 12:02 p.m. and returned at 12:39 p.m. The Chair announced no action was taken.

Cm. Lowther, **MOVED APPROVAL OF ADOPTING THE AMENDED JOB DESCRIPTION FOR THE CITY CLERK POSITION.** The motion carried.

Cm. Lowther, **MOVED APPROVAL OF POSTING THE CITY CLERK POSITION FOR AT LEAST THE MINIMUM TIME REQUIRED.** The motion carried.

ANNOUNCEMENTS

The committee will hold another special call meeting on Thursday, March 2, 2023, at 6:00 p.m. to consider the City Clerk position.

Cm. Lowther, **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 12:41 p.m.

The foregoing minutes were approved at the meeting of Mar. 9, 2023

R. Chenoweth, Chair
Name & Title

Robert C. Chenoweth
Signature

SANITARY BOARD
MEETING MINUTES

401 Davis Avenue
City Hall, Council Chambers
February 27, 2023
10:00 a.m.

Present were Board Members: Mayor J. Marco, Chair; R. Biller; and V. White

Also present were: Wastewater Chief Operator W. Hymes; Wastewater Collection Supervisor M Hartley; City Treasurer T. Judy; City Attorney G. Roberts; and Operations Assistant M. Himes (recording secretary)

Attending via Zoom: Michael Griffith; Bob Rodecker; and John Stump

MINUTES

Sanitary Board Member V. White , **MOVED APPROVAL OF JANUARY 31, 2023 MEETING MINUTES.** The motion carried.

REPORTS

Chief Operator W. Hymes is currently facilitating the 5G process for engineering services and reported 8 bids were received for the Phase III Project. The interview team has been selected. Ms. Hymes discussed working with Region VII on the Congressionally Directed Spending request to fund the pellet mill project.

Wastewater Collection Supervisor M. Hartley reported on a complaint investigation on Tenth Street. M. Hartley stated his department has checked everything on the city's side and he believes the backup issue is related to cat litter.

Treasurer T. Judy provided the Financial Statement as of January 31, 2023, to the board.

UNFINISHED BUSINESS

There was discussion on the Sanitary Board Secretary. M. Himes will not be representing the Sanitary Board after this month's meeting. W. Hymes will have a temporary secretary in place at the next meeting until discussions can take place about a permanent position. Ms. Hymes recommend the Mayor's Executive Secretary be tasked with the secretary position.

Michael Griffith and Bob Rodecker spoke about the wastewater rate increase. G. Roberts reminded the board that the ordinance will need two readings. The first reading will be the April 6, 2023, council meeting and the second will be the April 20, 2023, meeting.

W. Hymes reported on the Randolph Avenue foam filled sewer line. Ms. Hymes has discussed this issue with WV DOH. Mayor Marco agreed to contact Jamie Rossi at WVDOH to discuss this situation.

NEW BUSINESS

Sanitary Board Member R. Biller , **MOVED APPROVAL OF KAY CASTO & CHANEY PLLC INVOICE No. 141818 DATED 02/14/2023 IN THE AMOUNT OF $275.00**. The motion carried.

Sanitary Board Member R. Biller , **MOVED APPROVAL OF BURGESS & NIPLE INVOICE No. 1068047 DATED 02/20/2023 IN THE AMOUNT OF $505.00.** The motion carried.

W. Hymes has been working with the Randolph County Tech Center regarding the Experiential Learning Training and would like to host students this fall. M. Hymes requested to pay the students an hourly rate at approximately ten dollars/hour.

SANITARY BOARD MEMBER J. MARCO, **MOVED TO MOVE FORWARD WITH THE EXPERIENTIAL LEARNING TRAINING AND BUDGET FOR PAYMENT TO STUDENTS.** The motion carried.

W. Hymes explained her position should be stricken from the Step/Grade Classification Plan due to her change hourly pay to a salaried position.

Sanitary Board Member R. Biller , **MOVED TO REMOVE THE WASTEWATER CHIEF OPERATOR POSITION FROM THE STEP/GRADE CLASSIFICATION PLAN.** The motion carried.

There was discussion on the Town of Harman Wastewater utilities. Bob Rodecker, Michael Griffith, and John Stump provided information to the board members regarding this utility. Mr. Rodecker recommend the COE move on getting a professional engineering report.

SANITARY BOARD MEMBER J. MARCO, **MOVED ADJOURNMENT**. The motion carried.

The meeting adjourned at 11:47 a.m.

The foregoing minutes were approved at the meeting of 20 March , 2023

Jerry A Marco Mayor

Name & Title

Signature

AD-HOC ORGANIZATIONAL AUDIT COMMITTEE
REGULAR MEETING
MINUTES

401 Davis Avenue
City Hall, Council Chambers
February 21, 2023
1:00 p.m.

Present were Committee Members: L. Vest, Chair; D. Parker; and M. Hinchman.

Also present were: Chief Water Operator W. Lambert; Operations Assistant M. Himes; Operations Manager M. Kesecker; Fire Chief S. Himes; Police Chief T. Bennett; Treasurer T. Judy; City Attorney G. Roberts; and R. Wickham (acting as recording secretary); City Clerk J. Sutton arrived during new business.

MINUTES

Cm. Parker, **MOVED APPROVAL OF THE MINUTES OF THE JANUARY 17, 2023 MEETING.** The motion carried.

OLD BUSINESS

The committee discussed the need for a Safety Officer position at the city who would conduct trainings, provide safety information to the departments, and would be a singular point of contact when needed. Committee members discussed the benefits and downsides of contracting this position out instead of assigning the position to an existing employee, or hiring a full time person. M. Kesecker suggested reaching out to Mike Fullen at the WVU Department of Occupational Health and Safety for suggestions and will send out an email to the committee when he has heard back. Admin officers expressed a need for an updated city safety policy. They will work together and provide departmental information to help update this policy. Next steps will be discussed at the next Organizational Audit Committee meeting.

NEW BUSINESS

M. Kesecker explained to the committee that he and City Clerk J. Sutton have been in contact with Region VII about contracting out GIS services for the city on an as needed basis. Region VII currently provides this service to Buckhannon and they are looking to expand their GIS department. M. Kesecker explained that this would allow us to elmininate the internal GIS position and use those funds elsewhere. M. Kesecker is working on scheduling a meeting with Stacy from Region VII to discuss their capabilities and will report back after the meeting.

T. Judy spoke to the committee regarding the need for an internal IT person at the city. She and many other employees at the city have expressed concerns with our current outside IT contractor and explained that there are issues not being addressed in a timely manner or at all in some cases.

G. Roberts questioned whether or not the city currently has a contract with Business First IT and what the terms of that contract are. J. Sutton explained to the committee that there is currently a contract and even with this new position there may still be a need for an outside contractor depending out what service we would like to move internally. Staff will investigate what we are currently paying Business First IT and will reach out to other municipalities to see what they are currently doing and will bring this information back to the committee at the next meeting.

M. Kesecker informed the committee that there is an employee at the city that he believes is being underutilize and he is looking into expanding their responsibilities to complete work that we would typically contract out. M. Kesecker expressed that he would like to speak with City Attorney G. Roberts before providing any more information to the committee.

Cm. Hinchman, **MOVED APPROVAL OF A RECOMMENDATION TO COUNCIL FOR THE ADOPTION OF THE REVISED JOB DESCRIPTION FOR THE OPERATIONS ASSISTANT AND TO UPDATE THE ORGANIZATIONAL CHART TO REFLECT THE REVISIONS.** The motion carried.

ANNOUNCEMENTS

Cw. Vest, **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 2:13 p.m.

The foregoing minutes were approved at the meeting of Mar. 21, 2023.

Linda Vest, Chair
Name & Title

Linda H. Vest
Signature

WATER BOARD MEETING MINUTES

401 Davis Avenue
City Hall, Council Chambers
January 24, 2023
4:00 p.m.

Present were Board Members: Mayor J. Marco, Chair; C. Cain Bush; M. Marstiller; and S. Bennett

Also present were: Chief Water Operator W. Lambert; City Treasurer T. Judy; Operations Assistant (recording secretary) M. Himes; and City Attorney G. Roberts

C. Preusch was absent.

MINUTES

S. Bennett, **MOVED APPROVAL OF THE MINUTES FOR THE MEETING OF DECEMBER 27, 2023.** The motion carried.

S. Bennett, **MOVED APPROVAL OF THE MINUTES FOR THE MEETING OF JANUARY 13, 2023.** The motion carried.

REPORTS

Chief Water Operator W. Lambert reported the water departments have had trying months due to the weather elements. Mr. Lambert reported he will receive the Cybertech draft in February; WV DEP reclaimed the drainage ditch at the plant which will allow the closure of the NPDES permit; CCR will be posted online and on utility bills; 3 violation notifications that will be printed on utility bills instead of a separate mass mailing; crews replace 100ft of line on Boundary Ave.; road bore on Georgetown Rd. is complete for new customer; all water employees will attend a PSC meter certification calls. Mr. Lambert reported the resignation of 2 water distribution employees.

Treasurer T. Judy presented the following Financial Statements as of December 31, 2022:

Elkins Water Board
Income Statement
For the Period Ending December 31, 2022

Total Revenue	$414,032.60
Total Expenses	$308,134.99
Net Profit/(Loss)	$105,897.61
Balance In Water Account	$112,099.79
Balance In Water Depreciation Account	$62,133.09
Balance In Water O/M Account	$207,344.64

TAJ 1/10/2023

UNFINISHED BUSINESS

There was discussion on the PSC Order concerning Whitmer Water Plant. A waiver of conflict was signed by Bob Rodecker. Mr. Rodecker also informed the PSC that Elkins and Harman were will to work together to assist Whitmer.

NEW BUSINESS

C. Cain Bush , **MOVED APPROVAL OF KAY CASTO & CHANEY INVOICE NO. 141435 DATED 1/10/23 IN THE AMOUNT OF $933.50.** The motion carried.

C. Cain Bush , **MOVED APPROVAL OF CRIM LAW LLC INVOICE NO. 320 DATED 10/31/2022 IN THE AMOUNT OF $390.00.** The motion carried.

Discussion on the transition of the Water Board Secretary will be discussed at the next meeting. Mayor J. Marco made a recommendation for Chief Water Operator W. Lambert, Chief Wastewater Operator W. Hymes, Operations Manager and Operations Assistant meet for discussion.

W. Lambert presented the Salary Classification and Compensation Plan for Water System employees. Mr. Lambert explained the first phase would be a 2.85% raise and the second phase would be a 1.9% raise. The raises were built into the rate increase. Water Board member S. Bennett inquired how call outs are controlled. Treasurer T. Judy explained the overtime has hit the budget hard and recommended managing the expenditures. There was consensus among the board members to consider the plan. The plan will be brought back to next meeting for approval.

Mayor J. Marco, **MOVED ADJOURNMENT.** The motion carried.

The meeting adjourned at 4:32 p.m.

The foregoing minutes were approved at the meeting of Feb. 27, 2023

Jerry A Marco - Mayor
Name & Title

Jerry A Marco
Signature

Application to Use or Close City Streets and/or Sidewalks

Date(s) of Event: May 6, 2023 Times From: 9am To: 4pm

Date of Street Closing: May 6, 2023 Time of Street Closing: 10 am

Date of Street Reopening: May 6, 2023 Time of Street Reopening: 4pm

Organization Name: One Hope Covenant Church Address: 463 Eastwood Drive

City/State/Zip: Elkins, WV 26241 Fax:

Contact: Bobby Benavides Telephone: 304-844-2488 E-mail: bobby@onehopecov.com

2nd Contact: Telephone: E-mail:

Does the applicant have liability insurance that names the City as an additional insured? * x Yes ___ No

*(*A Certificate of Insurance may be required of the applicant for this event and must be submitted to the Mayor's Office upon request.)*

Explain event or reason for request: We want to host a block party for the community with fun family activities

Streets you are requesting to use or close – **identify specific block.**

		from		to		Barricade Street	Sidewalk Usage
1.		from	2nd Street	to	Henry	x	x
2.		from		to			
3.		from		to			
4.		from		to			

Specific assistance needed from City (Parking, Police, Fire, etc.): We just need to make sure cars are off the road for bounce house and canopies.

Projected number of attendees: ___ (0-99) x (100-299) ___ (>300)

RB [signature] 2/20/2023

Signature of Applicant **Date**

TCS / 3/16/23 **Police Chief Approval**
Initials / Date

MK / 3/16/23 **Operations Manager Approval**
Initials / Date

___ / ___ **Parks Director Approval** (If necessary)
Initials / Date

SDH / 3/16/23 **Fire Chief Approval**
Initials / Date

SRS / 3-16-23 **City Clerk Approval**
Initials / Date

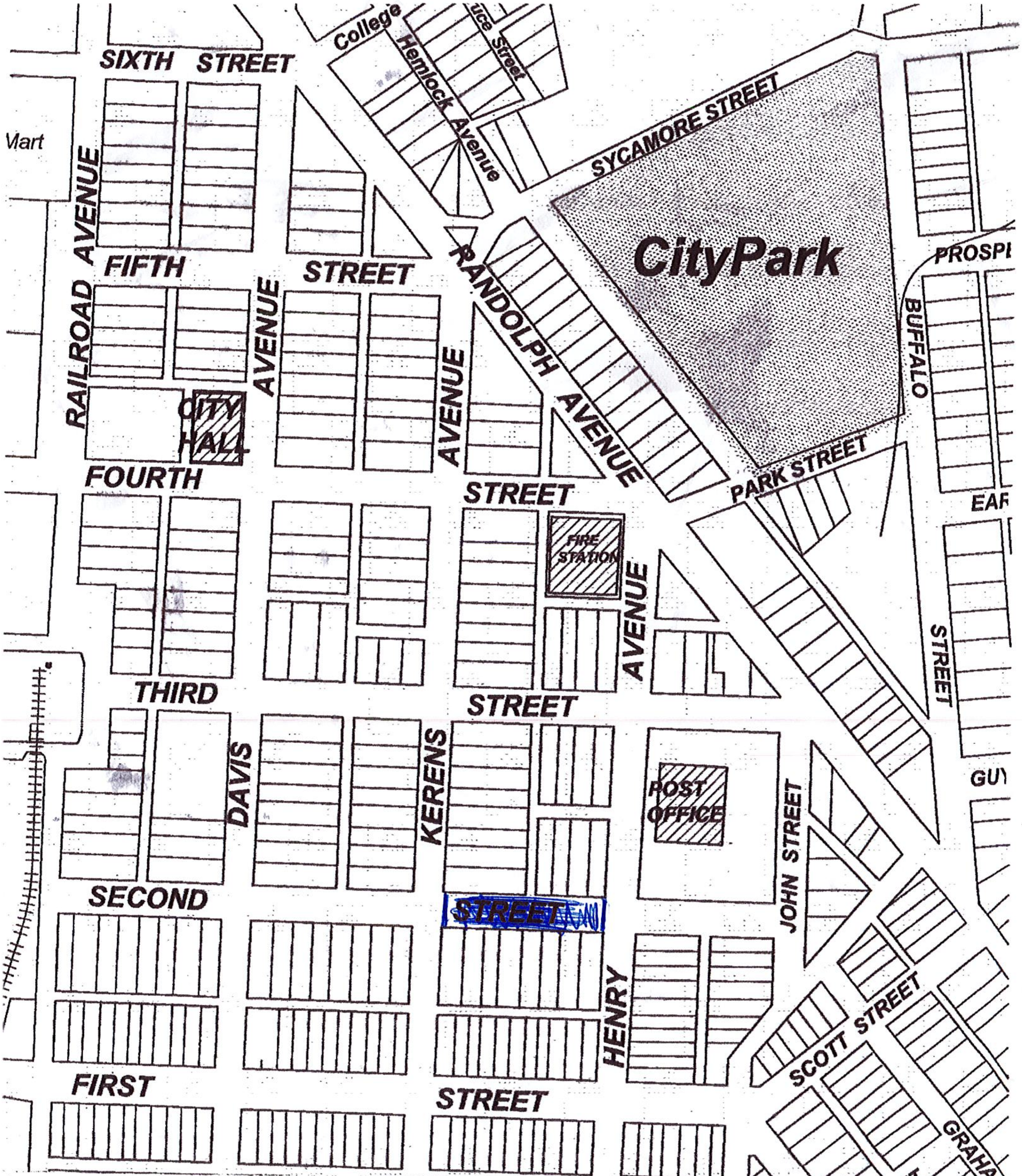
[signature] 3/16/2023

Mayor's Signature **Date**

Contingencies/Restrictions:

File this application at the Mayor's Office at least two months in advance of the requested event date to assure full consideration. Approval is subject to any restrictions or changes required by the City Administration, **or if necessary for public safety reasons.**

cc: Chief Travis Bennett, Police Department
Chief Steve Himes, Fire Department
Operations Manager Melody Himes (Interim)
City Clerk Jessica Sutton



Event name: Community Block Party

Streets: & 2nd St & Henry

CITY OF ELKINS

INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT

(Private Sponsored Event Street Closing and/or Property)

THIS INDEMNITY, DEFENSE AND SAVE HARMLESS AGREEMENT is made this 3 day of March, 2023, by One Hope Covenant Church (the "Private Sponsor"), in favor of THE CITY OF ELKINS, WEST VIRGINIA (the "City"), a municipal corporation;

WHEREAS, during the Block Party sponsored by Private Sponsor scheduled to take place on the 6th day of May, 2023 (the "Event"), Private Sponsor desires the use of certain portions of the City's public thoroughfares and/or property for the Event, which portions are generally outlined in the Application dated March 3, 2023; attached hereto.

WHEREAS, the City requires that an Indemnity, Defense, and Save Harmless Agreement be granted by any Private Sponsor in favor of the City as a condition precedent to permitting the Private Sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event.

WHEREAS, in exchange for the City permitting any Private Sponsor the use of the City's public thoroughfares and/or property for any purpose such as the Event, the City is authorized under West Virginia law to accept an Indemnity, Defense and Save Harmless Agreement in favor of the City from such Private Sponsor(s) in order to protect the City and its officers, agents, and employees;

NOW, THEREFORE: in consideration of the City's permitting Private Sponsor to use portions of the City's public thoroughfares and/or property for the Event, and other good and valuable consideration, receipt of which is hereby acknowledged, Private Sponsor herein agrees as follows:

1. Private Sponsor agrees that it shall indemnify, defend, and save harmless the City, its officers, agents, and employees, from and against all liability, claims, suits, damages, losses, costs, attorneys' fees and expenses of any or all types arising out of, or related in any way to, the Event or Private Sponsor's use of the City's public thoroughfares and/or property for the Event;

2. Private Sponsor hereby agrees to obtain and provide proof of appropriate liability insurance coverage with a limit of not less than $1,000,000.00 each occurrence. Private Sponsor shall name the City of Elkins, its agents, officers, directors, and employees, as an additional insured under said insurance policy. Private Sponsor's insurance policy shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by the City of Elkins, with respect to Private Sponsor's operations and the Event. If any applicable insurance coverage is subject to a deductible, the Private Sponsor shall be responsible for such deductible(s).

3. Private Sponsor acknowledges that this Agreement does not exempt it from any applicable permit and licensing requirements or any other laws of the City of Elkins, the State of West Virginia, and the United States of America.

4. Private Sponsor acknowledges that the permission granted by the City for Private Sponsor to use certain portions of the City's public thoroughfares and/or property for the Event is limited to the specified date(s) of the Event only and shall not extend in duration beyond the actual dates of the Event as set forth above. Notwithstanding the City's conditional grant of permission, Private Sponsor herein acknowledges and accepts the City's undisputed, inherent right, upon notice to Private Sponsor, to revoke its permission, with or without cause, for any reason, at any time. Further, if the Event and/or the use of the City's public thoroughfares and/or property continues beyond the term of the Event or beyond any revocation of permission as outlined herein, Private Sponsor understands and agrees that all other terms of this Agreement remain in full force and effect and are still binding upon Private Sponsor.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/16/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Church Mutual Insurance Company, S.I.
3000 Schuster Lane
P.O. Box 357
Merrill WI 54452

CONTACT NAME: Church Mutual Insurance Company, S.I.
PHONE (A/C, No, Ext): 1-800-554-2642 FAX (A/C, No): 855-264-2329
E-MAIL ADDRESS: customerservice@churchmutual.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Church Mutual Insurance Company, S.I.	18767
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

ONE HOPE COVENANT CHURCH
142 ROBERT E LEE AVE

ELKINS WV 26241-1195

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY; [ ] CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC; OTHER:	Y		0345207 25-383829	08/01/2022	08/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
	AUTOMOBILE LIABILITY; [ ] ANY AUTO; [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS; [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR; [ ] EXCESS LIAB [ ] CLAIMS-MADE; DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N; ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) [ ]; If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an additional insured as required by written contract or agreement per the General Liability Enhancement endorsement attached to the policy.

CERTIFICATE HOLDER

City of Elkins West Virginia
401 Davis Ave

Elkins WV 26241

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

IN WITNESS WHEREOF, One Hope Covenant Church (private sponsor), has caused its name to be signed hereto by Robert Benavides (authorized representative) its Pastor (office with or relationship to private sponsor) thereto duly authorized.

By: [signature] (Signature)

(authorized representative)

STATE OF WEST VIRGINIA,

COUNTY OF RANDOLPH, to-wit:

I, Shanna Poe, a Notary Public in and for said County and State, do hereby CERTIFY that Robert Benavides, whose name is signed to the foregoing and hereto annexed writing, bearing date of the 3 day of March, 2023, for, One hope Covenant church as its Pastor, has this day ACKNOWLEDGED the same before me in my said County to be the act and deed of said corporation.

Given under my hand this 3 day of March, 2023

My commission expires May 25, 2025.

OFFICIAL SEAL
STATE OF WEST VIRGINIA
NOTARY PUBLIC
Shanna Poe
401 Davis Ave Elkins, WV 26241
My Commission Expires May 25, 2025

[signature]

Notary Public

Event Insurance Requirements

Before your event can be approved, the City of Elkins must receive proof that:

1. You have insurance that will cover the event you are proposing (including a minimum $1 million liability coverage limit), **AND**

2. Your insurance company has named the City of Elkins as an "additional insured".

These steps can be accomplished in one of two ways, depending on whether your organization already carries insurance, or whether you will need to obtain insurance specifically for this event.

Insured Organizations

1. Contact your insurance carrier and describe your proposed event.

2. Verify that your policy has a minimum $1 million liability coverage limit.

3. If your insurance company confirms that your policy covers such an event, the only other necessary action is for you to ask to be provided a certificate showing "City of Elkins, West Virginia" as additional insured. (If your current policy doesn't cover such an event, or if your current policy has a liability coverage limit of less than $1 million, skip to the "Not Currently Insured" section, below.)

4. Submit this certificate to the mayor's office with your event application.

Not Currently Insured

1. Contact an insurance company to request "event insurance" for your proposed event (minimum $1 million liability coverage limit). Multiple agencies in Elkins offer this service, as well as many national/online companies.

2. Tell the company that, in addition to covering you or your organization, you want the "City of Elkins, West Virginia" named as an "additional insured".

3. Submit a certificate showing the above to the mayor's office with your event application.

##

VENDOR SET: 01 Elkins

BANK: * ALL BANKS

DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00707	Trickett Hardware, Inc.							
C-CHECK	Trickett Hardware, Inc. VOIDED	V	3/28/2023			013189		94.51CR

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
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:	1	VOID DEBITS	0.00			
		VOID CREDITS	94.51CR	94.51CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	1	94.51CR	0.00	0.00
BANK: TOTALS:	1	94.51CR	0.00	0.00

VENDOR SET: 01 Elkins
BANK: ARPA America Rescue Plan Act
DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00666	State Equipment Inc							
I-BS17542	Wacker RD28-120	R	3/29/2023	59,900.00		000091		59,900.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			59,900.00	0.00	59,900.00
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:	1	59,900.00	0.00	59,900.00
BANK: ARPA TOTALS:	1	59,900.00	0.00	59,900.00

VENDOR SET: 01 Elkins
BANK: FINST Financial Stabilization
DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00573	Randolph County Development A							
I-Ckrequest03222023	50% Event Center appropriation	R	3/28/2023	200,000.00		000015		200,000.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			200,000.00	0.00	200,000.00
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: FINSTTOTALS:	1	200,000.00	0.00	200,000.00
BANK: FINST TOTALS:	1	200,000.00	0.00	200,000.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00792	WV Consolidated Retirement Boa							
I-RTD202302071371	Retirement	D	3/13/2023	6,832.09		004491		
I-RTD202302211374	Retirement	D	3/13/2023	6,953.27		004491		
I-RTD202303071493	Retirement	D	3/13/2023	7,133.08		004491		20,918.44
00993	WV Consolidated Retirement Boa							
I-RT6202302071371	Retirement 6%	D	3/13/2023	7,519.68		004492		
I-RT6202302071372	Retirement 6%	D	3/13/2023	61.95		004492		
I-RT6202302211374	Retirement 6%	D	3/13/2023	7,742.31		004492		
I-RT6202303071493	Retirement 6%	D	3/13/2023	7,610.06		004492		22,934.00
00952	WV Consolidated Retirement Boa							
I-RTF202302071371	Retirement	D	3/13/2023	2,326.26		004493		
I-RTF202302211374	Retirement	D	3/13/2023	2,312.48		004493		
I-RTN202302071371	Retirement	D	3/13/2023	3,519.38		004493		
I-RTN202302211374	Retirement	D	3/13/2023	3,608.54		004493		11,766.66
00952	WV Consolidated Retirement Boa							
I-RTF202303071493	Retirement	D	3/13/2023	2,750.46		004494		
I-RTN202303071493	Retirement	D	3/13/2023	3,850.38		004494		6,600.84
00741	Great-West Trust Company LLC							
I-VF 202303211495	Voya	D	3/21/2023	318.00		004495		
I-VF2202303211495	Voya AT	D	3/21/2023	50.00		004495		368.00
00792	WV Consolidated Retirement Boa							
I-RTD202303211495	Retirement	D	3/22/2023	7,628.01		004496		7,628.01
00952	WV Consolidated Retirement Boa							
I-RTF202303211495	Retirement	D	3/27/2023	2,278.32		004497		
I-RTN202303211495	Retirement	D	3/27/2023	3,498.18		004497		5,776.50
00993	WV Consolidated Retirement Boa							
I-RT6202303211495	Retirement 6%	D	3/27/2023	7,860.20		004498		7,860.20
00001	A & A Safety, Inc.							
I-190027	20 10'x2-3/8in Round Post	R	3/14/2023	1,537.00		013124		1,537.00
00032	Absolute Assurance Drug Test L							
I-08054051	C Bell Sanitation	R	3/14/2023	41.00		013125		
I-08054052	Testing - New	R	3/14/2023	117.00		013125		158.00
00075	Encova Insurance							
I-36496574	WCN6007129 020223-030123	R	3/14/2023	5,981.00		013126		5,981.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00079	Broughton Sports							
I-T2276	desk nameplate/ Wagler	R	3/14/2023	25.00		013127		25.00
00169	Assured Partners of West Virgi							
I-19488	4th Qtr Pkg Inst	R	3/14/2023	36,932.04		013128		
I-19492	4th Qtr Professional Inst	R	3/14/2023	3,679.00		013128		
I-19496	4th Qtr Excess Inst	R	3/14/2023	2,867.00		013128		43,478.04
00202	Davis Trust Company							
I-12755 03/22/23	3113776-12755 032222	R	3/14/2023	4,256.84		013129		4,256.84
00446	McCarty's Septic Service							
I-A-11289	Sludge removal	R	3/14/2023	4,040.00		013130		
I-A11565	Sludge removal	R	3/14/2023	12,120.00		013130		16,160.00
00540	Pitney Bowes Bank Inc							
I-Pstg Alloc 02/2023	Postage Alloc 2/2023	R	3/14/2023	785.47		013131		785.47
00812	WV Regional Jail and Correctio							
I-2123B49F	21 inmate days Feb 2023	R	3/14/2023	1,013.25		013132		1,013.25
00816	Office of the State Fire Marsh							
I-CKREQ 030623	Building Official Renewal	R	3/14/2023	75.00		013133		75.00
00816	Office of the State Fire Marsh							
I-CKREQ Wagler	Certification - Wagler J	R	3/14/2023	75.00		013134		75.00
00900	National Road Utility Supply,							
I-L/C 334581	SC calc on Inv 334581	R	3/14/2023	52.18		013135		52.18
01245	Business First IT							
I-29700816	Laptop/Dkng Stn/Battery BU	R	3/14/2023	1,336.00		013136		
I-29700817	Nwk Switch/Patch Panel	R	3/14/2023	5,680.00		013136		
I-R29700818	Email/Support/BU/Phones	R	3/14/2023	4,216.99		013136		11,232.99
01390	Phoenix Solutions, LLC							
I-4896 4943	Chemicals	R	3/14/2023	18,378.17		013137		18,378.17
01447	Heritage Fire Equipment							
I-7718	Magnetic Mic	R	3/14/2023	700.00		013138		700.00
01594	Pace Analytical Services LLC							
I-1384-0384-2596	Analytical Serv	R	3/14/2023	756.00		013139		
I-Comp Samples	Analytical Charges	R	3/14/2023	1,166.40		013139		1,922.40

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01681	HdL Companies							
I-02282023	Collections Feb 2023	R	3/14/2023	1,122.73		013140		1,122.73
01751	COE WWTP							
I-3962	backwash 2/1-2/28/23	R	3/14/2023	685.87		013141		685.87
01790	Crim Law Office PLLC							
I-327	RADPP Grant	R	3/14/2023	1,064.96		013142		
I-328	Attny Serv Dec 2022	R	3/14/2023	6,680.00		013142		
I-329	Municipal Ct Matters 12/22	R	3/14/2023	3,750.00		013142		
I-332	RADPP Grant	R	3/14/2023	1,620.00		013142		13,114.96
01816	Lacal Equipment Inc							
I-0382687	Complete conveyor w/motor	R	3/14/2023	12,953.23		013143		12,953.23
02035	C & S Enterprise							
I-022323	Rentals-Excavators/Rototiller	R	3/14/2023	875.00		013144		875.00
02118	Don's Auto Body Repair							
I-03072023	Paint/Replace fender	R	3/14/2023	1,450.00		013145		1,450.00
02296	CITCO Water							
I-S100207270.002	Powerseal/PVC	R	3/14/2023	485.69		013146		485.69
02379	Terri Reed Cutright & Associat							
I-022223 PH 3	Completion of Phase 3	R	3/14/2023	4,000.00		013147		4,000.00
02420	PACE Enterprises of WV Inc							
I-66359	shredding services	R	3/14/2023	345.35		013148		345.35
1	SAINATO, ROBIN							
I-000202303081494	US REFUND	R	3/14/2023	1,183.86		013149		1,183.86
00116	Child Support Enforcement							
I-CDS202303211495	Child Support	R	3/21/2023	571.18		013150		571.18
00121	Citizens Bank of WVFP							
I-FP 202303211495	Fire Pension	R	3/21/2023	487.19		013151		487.19
00122	Citizens Bank of WVPp							
I-PP 202303211495	Police Pension	R	3/21/2023	148.05		013152		
I-PPN202303211495	Police Pension-2010 Forward	R	3/21/2023	386.83		013152		534.88

VENDOR SET: 01 Elkins
BANK: Pool Pooled Cash
DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00147	COE Misc							
I-MIS202303211495	Misc Reimbursements	R	3/21/2023	505.95		013153		505.95
00150	COE Payroll							
I-T1 202303211495	Federal Withholding	R	3/21/2023	12,670.12		013154		12,670.12
00151	COE Payroll							
I-T3 202303211495	FICA	R	3/21/2023	14,535.36		013155		
I-T4 202303211495	Medicare	R	3/21/2023	4,716.54		013155		19,251.90
00152	COE Payroll							
I-T2 202303211495	State Withholding	R	3/21/2023	6,706.00		013156		6,706.00
00203	Davis Trust Company							
I-CC 202303211495	Employee Christmas Club	R	3/21/2023	2,510.00		013157		2,510.00
00747	Washington National Insurance							
I-WN 202303211495	Washington National Insurance	R	3/21/2023	726.43		013158		726.43
00837	COE Payroll Reimbursement							
I-001202303211495	Payroll Reimbursement	R	3/21/2023	56,393.66		013159		
I-006202303211495	Payroll Reimbursement	R	3/21/2023	5,026.72		013159		
I-036202303211495	Payroll Reimbursement	R	3/21/2023	13,790.05		013159		
I-400202303211495	Payroll Reimbursement	R	3/21/2023	18,917.72		013159		
I-401202303211495	Payroll Reimbursement	R	3/21/2023	13,956.81		013159		
I-404202303211495	Payroll Reimbursement	R	3/21/2023	10,094.94		013159		118,179.90
01885	Colonial Life							
I-CL 202303211495	Colionial Life-AT	R	3/21/2023	112.10		013160		
I-CLP202303211495	Colonial Life-PT	R	3/21/2023	52.52		013160		164.62
00006	AFLAC							
I-AF 202303071493	Aflac-After Tax Ins	R	3/21/2023	78.71		013161		
I-AF 202303211495	Aflac-After Tax Ins	R	3/21/2023	78.71		013161		
I-AFL202303071493	Aflac Insurance	R	3/21/2023	85.84		013161		
I-AFL202303211495	Aflac Insurance	R	3/21/2023	85.84		013161		329.10
00047	Truist Governmental Finance							
I-000006 032723	9948000234-06 032723	R	3/21/2023	2,643.26		013162		
I-00004 032723	9948000234-04 032723	R	3/21/2023	2,256.75		013162		
I-00005 032423	9948000234-05 032423	R	3/21/2023	2,596.05		013162		7,496.06
00242	Elkins Professional Firefighte							
I-EPF202303071493	Elkins Professional FF	R	3/21/2023	90.00		013163		
I-EPF202303211495	Elkins Professional FF	R	3/21/2023	90.00		013163		180.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00381	Grover C Jackson Jr							
I-RENT 03/2023	Rent 03/2023	R	3/21/2023	1,800.00		013164		1,800.00
00591	Retiree Health Benefit Trust F							
C-3/23 Corr Lawrence	MLawrence decreased 3/2023	R	3/21/2023	215.00CR		013165		
C-3/23 RPhares	RPhares zeroed out 3/2023	R	3/21/2023	44.86CR		013165		
I-Jan 2023 RShreve	Jan 2023 pmt Redgie Shreve	R	3/21/2023	70.00		013165		
I-RChen 03/2023	RChenoweth RHBT 03/2023	R	3/21/2023	70.00		013165		
I-RHB202303211495	Retiree Health Benefit Trust	R	3/21/2023	4,900.00		013165		
I-Retirees 03/2023	Retirees 03/2023	R	3/21/2023	1,858.28		013165		6,638.42
00701	Toshiba Financial Services							
I-495820227	E4515AC 0227-032723	R	3/21/2023	214.24		013166		214.24
00730	Valley Steel							
I-16952	ArgonMix/Cyl Rtn/ARPlate	R	3/21/2023	246.61		013167		246.61
00786	WV Bureau for Public Health							
I-Currence Renew	M Currence Class C	R	3/21/2023	100.00		013168		100.00
00786	WV Bureau for Public Health							
I-Hartley Renewal	M Hartley Class C	R	3/21/2023	100.00		013169		100.00
00805	FBMC							
I-MFB202303211495	Mt. Flex Benefit	R	3/21/2023	1,577.06		013170		1,577.06
00810	WV Public Employee Insurance A							
I-ADMN Fee 3/23	Admn Fees TScott/CSchoonover	R	3/21/2023	100.00		013171		
I-BL 202303211495	Basic Life Benefit	R	3/21/2023	161.92		013171		
I-BL1202303211495	Basic Life Benefit +	R	3/21/2023	1.14		013171		
I-DL 202303071493	Dependent Life	R	3/21/2023	83.55		013171		
I-DL 202303211495	Dependent Life	R	3/21/2023	83.55		013171		
I-HPA202303071493	Ins-Health Plan A	R	3/21/2023	719.00		013171		
I-HPA202303211495	Ins-Health Plan A	R	3/21/2023	719.00		013171		
I-HPB202303071493	Ins-Health Plan B	R	3/21/2023	462.00		013171		
I-HPB202303211495	Ins-Health Plan B	R	3/21/2023	462.00		013171		
I-HealthLifeShreve	Health/Life Jan 23 RShreve	R	3/21/2023	983.76		013171		
I-ICA202303071493	Ins - Emp/Child-Plan A	R	3/21/2023	917.00		013171		
I-ICA202303211495	Ins - Emp/Child-Plan A	R	3/21/2023	917.00		013171		
I-ICB202303071493	Ins- Emp/child - Plan B	R	3/21/2023	1,192.50		013171		
I-ICB202303211495	Ins- Emp/child - Plan B	R	3/21/2023	1,192.50		013171		
I-IFA202303071493	Ins - Family - Plan A	R	3/21/2023	11,858.00		013171		
I-IFA202303211495	Ins - Family - Plan A	R	3/21/2023	11,858.00		013171		
I-IFB202303071493	Ins - Family - Plan B	R	3/21/2023	5,126.00		013171		
I-IFB202303211495	Ins - Family - Plan B	R	3/21/2023	5,126.00		013171		
I-IFD202303071493	Ins-Fam-Plan B - Post Tax	R	3/21/2023	466.00		013171		
I-IFD202303211495	Ins-Fam-Plan B - Post Tax	R	3/21/2023	466.00		013171		
I-ISA202303071493	Ins - Single - Plan A	R	3/21/2023	3,768.00		013171		

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-ISA202303211495	Ins - Single - Plan A	R	3/21/2023	3,768.00		013171		
I-ISB202303071493	Ins-Single - Plan B	R	3/21/2023	2,496.00		013171		
I-ISB202303211495	Ins-Single - Plan B	R	3/21/2023	2,496.00		013171		
I-OL 202303071493	Optional Life	R	3/21/2023	357.00		013171		
I-OL 202303211495	Optional Life	R	3/21/2023	357.00		013171		
I-RChenoweth 3/23	RChenoweth Health/life 3/2023	R	3/21/2023	1,079.76		013171		
I-TOF202303071493	Tobacco Surcharge Family	R	3/21/2023	300.00		013171		
I-TOF202303211495	Tobacco Surcharge Family	R	3/21/2023	350.00		013171		
I-TOS202303071493	Tobacco Surcharge Single	R	3/21/2023	162.50		013171		
I-TOS202303211495	Tobacco Surcharge Single	R	3/21/2023	162.50		013171		58,191.68
01102	Ferguson Waterworks #2080							
I-0787530	Coups	R	3/21/2023	981.00		013172		
I-B5016479/506537	Sawzall Kit/GreaseGunBareTool	R	3/21/2023	778.00		013172		1,759.00
01125	Ferguson Ent dba Pollardwater							
I-0224263-1	2 5X Sweatshirts	R	3/21/2023	61.50		013173		61.50
01139	Andrew Roth							
I-REIM EMT	Reimb EMT Recert App Fee	R	3/21/2023	25.00		013174		25.00
01449	Dodson Pest Control							
I-231731020242	Darden Hs Pest control	R	3/21/2023	60.00		013175		60.00
01833	P3 Cost Analysts							
I-17543	Merchant Acct Sav 03/23	R	3/21/2023	323.46		013176		323.46
02098	Skasiks Quality Cleaners LLC							
I-030123	Alt to uniform (George)	R	3/21/2023	28.00		013177		28.00
02340	West Virginia State Tax Depart							
I-GAR202303071493	Garnishment - DI# 614946	R	3/21/2023	61.00		013178		
I-GAR202303211495	Garnishment - DI# 614946	R	3/21/2023	61.00		013178		122.00
02356	Leon G. Mallow Surveying, Inc.							
I-031423 SILERPROP	Survey Work Easement Siler Prp	R	3/21/2023	1,240.00		013179		1,240.00
00079	Broughton Sports							
I-2285	desk sign-SStokes	R	3/28/2023	21.90		013180		21.90
00119	CIT Technology Finance Serv, I							
I-41995342	Kyocera RLZ0601465 040623	R	3/28/2023	52.50		013181		
I-41995343	Konica AAJP011202616 040823	R	3/28/2023	55.00		013181		107.50

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00280	Tracy R Judy							
I-EXP PEIA 032323	Travel PEIA/Finance Mtg 3/23	R	3/28/2023	184.71		013182		184.71
00446	McCarty's Septic Service							
I-A-11571	Sludge Removal	R	3/28/2023	7,070.00		013183		7,070.00
00457	Metalworks, Inc.							
I-12081	repair dump truck	R	3/28/2023	144.00		013184		144.00
00468	Miss Utility of West Virginia,							
I-WV23--676	Message Fees 02/2023	R	3/28/2023	100.50		013185		100.50
00471	Mon Power							
I-90009015110	Power/Consumption 032123	R	3/28/2023	46,132.40		013186		
I-Barron 031623	Barron	R	3/28/2023	23,384.52		013186		
I-CityPk 031323	City Pk 240 0210-030923	R	3/28/2023	10.29		013186		
I-PK St 031323	Park St 021023-030923	R	3/28/2023	5.80		013186		
I-Park St 465 031323	Park St 668465 0210-030923	R	3/28/2023	10.67		013186		
I-RRAVE 031623	RR Ave 0214-031423	R	3/28/2023	43.01		013186		69,586.69
00479	Amtower Auto Supply, Inc.							
I-186467	Screw/locknut/washer	R	3/28/2023	3.90		013187		
I-187049	Battery/Core Deps	R	3/28/2023	137.69		013187		
I-559 578 656	Brake Pads/Rotors/Battery/Core	R	3/28/2023	405.01		013187		546.60
00498	Naylor's Ace Hardware							
I-456595	rope clip	R	3/28/2023	19.96		013188		19.96
00707	Trickett Hardware, Inc.							
I-186667 187078	Clamp/Oil Filter/Oil Nissan	V	3/28/2023	84.97		013189		
I-3179	3 keys	V	3/28/2023	7.50		013189		
I-3207	Radar bolts	V	3/28/2023	2.04		013189		94.51
00707	Trickett Hardware, Inc.							
M-CHECK	Trickett Hardware, Inc. VOIDED	V	3/28/2023			013189		94.51CR
00779	Woodford Oil Company							
I-129428	55 gal drum oil	R	3/28/2023	1,050.00		013190		1,050.00
00992	McNeil & Company							
I-7712202	Add Canam Defender UTV	R	3/28/2023	71.91		013191		
I-7713202	Add 2023 Canam Def UTV	R	3/28/2023	364.09		013191		436.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01169	Kathy's Decorating & Design							
I-174547	6 Blinds Code Enf Office	R	3/28/2023	1,719.00		013192		1,719.00
01390	Phoenix Solutions, LLC							
I-4960	Chemicals	R	3/28/2023	1,720.00		013193		
I-4969	Chemicals	R	3/28/2023	3,620.61		013193		5,340.61
01445	Linda Silva							
I-ckrequest/032223	reimburse for promix bark	R	3/28/2023	63.80		013194		63.80
01646	Mountain State ESC							
I-PST03092301	CPR Training	R	3/28/2023	210.00		013195		210.00
01790	Crim Law Office PLLC							
I-333 Jan 2023	Attorney Serv Jan 2023	R	3/28/2023	7,360.00		013196		
I-334 Jan 2023	Municipal Ct Matters 01/2023	R	3/28/2023	3,520.00		013196		10,880.00
02361	Triple K Kustomz							
I-7134	15 Fd-rear brakes/rotors	R	3/28/2023	265.00		013197		265.00
02403	Diversified Air Systems Inc							
I-171667	Air Compressor/parts	R	3/28/2023	886.89		013198		886.89
02425	All American Uniform							
I-1612	Bates Sentinel Boots	R	3/28/2023	252.79		013199		252.79
02426	Game Time							
I-1647390101	Swings	R	3/28/2023	4,047.09		013200		4,047.09
02430	Jessica Morgan							
I-RFND PGCC	cancelled pagent	R	3/28/2023	140.00		013201		140.00
01559	Ryan Summerfield							
I-Travel NC 040223	PerDiem-travel to NC	R	3/30/2023	967.00		013202		967.00
02183	Noah Elbon							
I-Travel NC 040223	Per Diem -Travel to NC	R	3/30/2023	967.00		013203		967.00

VENDOR SET: 01 Elkins

BANK: Pool Pooled Cash

DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	79			489,948.88	0.00	489,854.37
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	8			83,852.65	0.00	83,852.65
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	94.51CR	94.51CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: Pool TOTALS:	87	573,707.02	0.00	573,707.02
BANK: Pool TOTALS:	87	573,707.02	0.00	573,707.02

VENDOR SET: 01 Elkins
BANK: SEIZU Police Seizure
DATE RANGE: 3/13/2023 THRU 3/31/2023

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02428	Beth Meadows							
I-Ckrequest03222023	Case #16-5368 Seizure	R	3/28/2023	377.00		000018		377.00
02429	Randy Snelson							
I-Ckrequest03232023	Case #16-1558, Ct #16-M42F-62	R	3/28/2023	1,470.00		000019		1,470.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	2			1,847.00	0.00	1,847.00
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: SEIZU TOTALS:	2	1,847.00	0.00	1,847.00
BANK: SEIZU TOTALS:	2	1,847.00	0.00	1,847.00
REPORT TOTALS:	91	835,454.02	0.00	835,454.02

SELECTION CRITERIA

VENDOR SET: 01-Elkins
VENDOR: ALL
BANK CODES: Exclude: PCARD
FUNDS: All

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999
DATE RANGE: 3/13/2023 THRU 3/31/2023
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	April 6, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	*Resolution 1630:* Reappointing Carol Bush to the Elkins Water Board
Recommended By:	Chief Water System Operator Wes Lambert
Summary:	Carol Bush is recommended for reappointment to the Water Board and wishes to serve.
Fiscal Impact:	None.
Recommendation:	Approve the resolution.
Attachments:	1. R-1630 Reappointment of C. Bush to the Water Board

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

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

(#1630)
April 6, 2023

Reappointment of C. Bush to the Elkins Water Board

WHEREAS, Carol Bush's term on the Elkins Water Board expires March 31, 2023; and,

WHEREAS, the Common Council of the City of Elkins wishes to reappoint Ms. Bush for an additional four-year term beginning April 1, 2023; and,

WHEREAS, the incumbent wishes to continue to serve on the Elkins Water Board;

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby reappoints Charles Preusch to the Elkins Water Board for a term to end on March 31, 2027.

____
Jerry A. Marco, Mayor

Attest:

____
Sutton Stokes, City Clerk

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	April 6, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	*Resolution 1631:* Authorizing the mayor to sign a contract with Region VII Planning and Development Council for GIS services
Recommended By:	Administrative officers and chief utility operators.
Summary:	The city has been unable to find and retain a full-time GIS staff member. The Region VII Planning and Development Council can provide GIS services for \$55/hour, on demand. Buckhannon, their heaviest user, only spends about \$10,000/year on Region VII GIS services. As currently classified, the salary of the GIS technician would be \$38,937 (before benefits). Contracting for these services with Region VII would avoid this ongoing personnel cost and save the city a substantial amount of money.
Fiscal Impact:	Avoids cost of full-time employee (see above).
Recommendation:	Authorize mayor to sign agreement.
Attachments:	1. R-1631 contract with Region Vii planning and development council for GIS services

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1631)
April 6, 2023

Authorizing execution of a consulting agreement with Region VII Planning and Development Council for GIS services

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WHEREAS, the Common Council of the City of Elkins, West Virginia (CITY) finds it necessary and desirable to make improvements to and enhance the city's use of geographic information systems (GIS) tools and capabilities in various departments; and

WHEREAS, the CITY has determined that it needs to obtain professional GIS services to assist with the setup, organization and management of its GIS system and files; and,

WHEREAS, the Region VII Planning and Development Council (COUNCIL) has extensive experience in the development and management of these types of GIS and mapping activities;

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Elkins, West Virginia accepts the terms and conditions of and authorizes the Mayor to sign the attached agreement between Region VII Planning and Development Council and the City of Elkins.

____
Jerry A. Marco, Mayor

Attest:

____
Sutton Stokes, City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered this _____ day of _______________ 2023, by and between the City of Elkins hereinafter referred to as the "CITY" and the Region VII Planning and Development Council, hereinafter referred to as the "COUNCIL", set forth as follows:

WHEREAS, the CITY would like to make improvements and enhance their GIS system used for their water and sewer utility systems, and other departments; and

WHEREAS, the CITY has determined that it needs to obtain GIS professional services to assist with the setup, organization and management of its GIS system and files; and,

WHEREAS, the COUNCIL has extensive experience in the development and management of these types of GIS and mapping activities,

NOW, THEREFORE BE IT RESOLVED, the CITY and the COUNCIL do agree as follows:

ARTICLE 1: The COUNCIL agrees to provide technical assistance to the CITY and its staff in all matters relating to the CITY's GIS system. These duties involve, but are not limited to, the following:

1. Review current system and data to determine plan of action to enhance its GIS system
2. Update and verify CITY's GIS shapefiles,
3. Develop geodatabase of infrastructure systems from CITY's data and shapefiles,
4. Develop GIS base web map for water and sewer systems,
5. Create a GIS web mapping application to house GIS base web maps for water and sewer systems,
6. Verify water and sewer GIS data with City of Elkins,
7. Develop system for collection of new data for the City of Elkins' water and sewer systems within ArcGIS software.
8. Train City employees to update and maintain map.
9. Provide yearly maintenance services needed to keep system up to date and accurate.

ARTICLE 2: The COUNCIL agrees to provide the CITY periodic updates concerning the progress made on the updates and development of its GIS system.

ARTICLE 3: The total compensation for the professional services herein set forth is $55.00 per hour. The COUNCIL will provide the services needed for as long as the CITY deems necessary, or whenever the work identified in Article 1 is complete.

ARTICLE 4: This agreement may be altered upon mutual agreement of both parties. It may also be terminated by either party upon the service of a thirty-day notice so stating.

IN WITNESS HEREOF, the CITY and the COUNCIL have executed this agreement on or as of the date first written above.

Shane Whitehair

___________________________ ___________________________

Shane Whitehair, Executive Director Jerry Marco, Mayor

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	April 6, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	*Resolution 1632:* Approving the use of ARPA funds for an IT assessment and related IT needs, website redesign and go-live services, and the purchase of GIS equipment for the Water Board and the Sanitary Board
Recommended By:	ARPA Advisory Committee
Summary:	This action would dispose of most remaining unallocated ARPA funds as well as shift $129,346 previously classified as "sewer/water infrastructure" and left unspent after the completion of a sewer project.
Fiscal Impact:	Authorizes expenditure of $161,746 in ARPA funds.
Recommendation:	Approve allocation.
Attachments:	1. R-1632 ARPA funds for IT, website, and GIS

IN THE COMMON COUNCIL OF THE CITY OF ELKINS, WV

A RESOLUTION OF COMMON COUNCIL

(#1632)
April 6, 2023

Authorizing the Use of ARPA Funds for an IT Assessment and Related IT Needs, Website Redesign and Go-Live Services, and the Purchase of GIS Equipment For The Water Board and the Sanitary Board

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WHEREAS, Congress adopted the American Rescue Plan Act in March 2021 ("ARPA") which included $65 billion in recovery funds for cities across the country.

WHEREAS, $3,084,933 has been allocated to the City of Elkins ("City") pursuant to the ARPA ("Allocation").

WHEREAS, the Common Council of the City of Elkins ("Council") has authorized various expenditures from this Allocation from time to time; and

WHEREAS, now comes before Council a recommendation from Council's ad hoc ARPA Advisory Committee to allocate ARPA funds as shown below:

- $25,000 for an IT assessment,
- $129,346 for IT needs identified in the IT assessment,
- $6,000 for the website redesign and go-live services (with $500 of this to be shifted from an earlier allocation to the Riverfront Development Design project), and
- $14,000 for the purchase of GIS equipment for the Water Board and the Sanitary Board.

NOW, THEREFORE, BE IT RESOLVED, THAT:

The Elkins Common Council hereby approves the above listed allocations of ARPA funds.

____
Jerry A. Marco, Mayor

Attest:

____
Sutton Stokes, City Clerk

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	April 6, 2023
Section:	New business
Category:	Action Item
Agenda Item Name:	ABCA endorsement letter for National Speleogical Society event on the campus of Davis & Elkins College
Recommended By:	City clerk.
Summary:	Before the WV ABCA will authorize special events serving or selling alcohol, a letter of endorsement is required from the given jurisdiction.
Fiscal Impact:	None.
Recommendation:	Authorize the city clerk to issue the endorsement letter.
Attachments:	1. NSS2023 City of Elkins recommendation letter request

To Elkins City Council:

The 2023 annual convention of the National Speleological Society (NSS) has requested and received permission for the use of the Augusta Dance Pavilion for an event scheduled June 27, 2023. We wish to pursue a special event license with the West Virginia Alcohol Beverage Control Administration (WVABCA) to allow us to serve alcoholic beverages during the reception.

The NSS respectfully requests a letter of recommendation endorsing our application. If you have any questions, please feel free to contact me directly. Thank you kindly.

Sincerely,

Rich Geisler

Co-Chair, 2023 National Speleological Society Convention

11501 Greenwood Rd. Glen Allen, VA 23059

804-338-2345, richgeisler11@gmail.com

https://caves.org/convention/2023-nss-convention/

April 6, 2023

West Virginia Alcohol Beverage Control Administration
ATTN: Licensing Division
900 Pennsylvania Avenue, 4th Floor
Charleston, WV 25302

This letter confirms that, on April 6, 2023, a quorum being present, the Elkins Common Council approved the request of the National Speleological Society for an endorsement letter to accompany its application for the necessary permits to serve alcoholic beverages on June 27, 2023, from 7 p.m. until 8:30 p.m., at the Augusta Dance Pavilion.

If you have any questions or require any further information, please contact me at your convenience.

Sincerely,

Sutton Stokes
Elkins City Clerk

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	April 6, 2023
Section:	New business
Category:	Ordinance
Agenda Item Name:	*Ordinance 312:* An ordinance to amend and reenact the rates, rules and regulations for furnishing sewer service at Elkins and vicinity, Randolph county, West Virginia by increasing the rates charged therefor (first of two readings)
Recommended By:	Sanitary Board
Summary:	The Sanitary Board, which manages the Elkins sewer system, has recommended raising rates charged to customers in two steps during 2023. This recommendation will be considered by the Elkins Common Council, which is responsible for setting sewer rates, at the meetings of April 6 and April 20. Once approved, a first increase, of around 17.5 percent for most customers, would be reflected on bills mailed July 31. A second increase, of around 15 percent for most customers, would be reflected on bills mailed January 31, 2024. After both increases, accounts using the average residential amount of water (3,400 gallons per month) would see an increase of $13.16 per month, or about 44 cents a day. More information: https://cityofelkinswv.com/city-government/projects-initiatives/2023-sewer-rate-increase/ Utilities counsel Bob Rodecker and utilities accountant Michael Griffith will attend the meeting of April 20 to offer remarks on the necessity of this increase.
Fiscal Impact:	See above and attachments.
Recommendation:	Approve this ordinance on first reading.
Attachments:	1. 04-05-2023 Finalized Ordinance 312 - 2 Step Increase (01821013xA377B) 2. 04-05-2023 Finalized Timeline Sewer Rate Ordinance 312 (2 Step Increase) (01821019xA377B)

ORDINANCE NUMBER 312

AN ORDINANCE TO AMEND AND REENACT THE RATES, RULES AND REGULATIONS FOR FURNISHING SEWER SERVICE AT ELKINS AND VICINITY, RANDOLPH COUNTY, WEST VIRGINIA BY INCREASING THE RATES CHARGED THEREFOR

WHEREAS, Chapter 24, Article 2, Section 4b of the *West Virginia Code*, effective July 1, 1981, as amended, gives to municipally operated public utilities the approval authority to set their own rates and charges; and,

WHEREAS, the City of Elkins' current rates and charges for sewer service were adopted on November 21, 2019, and were placed into effect on January 5, 2020; and,

WHEREAS, the 2015 Legislature amended Chapter 24 of the *West Virginia Code* to require all municipalities to maintain a cash working capital reserve; and,

WHEREAS, the Public Service Commission of West Virginia, in 2021 issued a General Order which revised the method of calculation of the cash working capital reserve fund which requires adjustment of the frequency of the funding of such cash working capital reserve fund requiring the City to increase its rates; and

WHEREAS, the City Sanitary Board is experiencing difficulty in meeting its current obligations; and

WHEREAS, in order to provide revenues sufficient to pay the expenses of current and future operations, to provide working capital reserves and to provide sufficient funding for its ongoing debt service obligations, the Common Council of the City of Elkins deems it necessary to increase the rates and charges for the furnishing of sewer services in two phases.

THEREFORE, THE COMMON COUNCIL OF THE CITY OF ELKINS, WEST VIRGINIA HEREBY ORDAINS:

SECTION ONE – RATES, RULES AND REGULATIONS

The following rates, fees and charges for sewer service provided by it to customers throughout its territory served, are hereby fixed and determined as rates, fees and charges to be charged in lieu of those rates, fees and charges contained in its sewer tariff, P.S.C. W. Va. No. 13, currently on file with the Public Service Commission of West Virginia.

STEP 1 RATES
[TO BECOME EFFECTIVE 45 DAYS FOLLOWING PASSAGE]

SCHEDULE NO. 1

APPLICABILITY
Applicable within the entire territory served

AVAILABILITY OF SERVICE
Available for residential, commercial and industrial sewer service.

RATES

First	1,500 gallons used per month	$13.74 per 1,000 gallons
Next	248,500 gallons used per month	$12.43 per 1,000 gallons
Over	250,000 gallons used per month	$ 4.96 per 1,000 gallons

MINIMUM CHARGE (Customers with metered water supply)
No minimum bill will be rendered for less than $20.61 per month
(Equivalent of 1,500 gallons of water usage)

DELAYED PAYMENT PENALTY
The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

MONTHLY OR BI-MONTHLY PAYMENT BILLINGS
The above rates and charges may be adjusted to a monthly or bi-monthly basis, providing no lower charges.

RETURNED CHECK CHARGE
A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of $25.00 will be imposed on any customer whose check for payment of charges is returned by the bank due to insufficient funds.

TAP FEE
The charge for an approved service connection to the sewer system will be seven hundred fifty dollars ($750.00) or the actual cost of connection (solely determined by the Sewer Board), whichever is greater, for all new taps to the system.

LEAK ADJUSTMENT
$1.00 per 1,000 gallons of water is to be used when a bill reflects unusual water consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage.

SECURITY DEPOSIT
Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, or fifty dollars, whichever is greater. This fee may be changed by applicable statutory provisions.

SCHEDULE NO. 2

APPLICABILITY
Applicable within the Teaberry Hills Subdivision

AVAILABILITY OF SERVICE
Available for general domestic service in un-metered housing projects or subdivisions.

FLAT RATE CHARGE (Customers with non-metered water supply)
General Domestic customers with non-metered water supply: $57.90 per month
(Equivalent to 4,500 gallons of water usage)

DELAYED PAYMENT PENALTY
The above tariff is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RETURNED CHECK CHARGE
A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of $25.00 will be imposed on any customer whose check for payment of charges is returned by the bank due to insufficient funds.

TAP FEE
The charge for an approved service connection to the sewer system will be seven hundred fifty dollars ($750.00) or the actual cost of connection (solely determined by the Sewer Board), whichever is greater, for all new taps to the system.

LEAK ADJUSTMENT
$1.00 per 1,000 gallons of water is to be used when a bill reflects unusual water consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage.

SCHEDULE NO. 3

APPLICABILITY
Applicable within and without the corporate limits of the City of Elkins

AVAILABILITY OF SERVICE
Available to Midland Public Service District

METERED RATES (Based on metered water sold)
$4.11 per M gallons

SCHEDULE NO. 4

APPLICABILITY
Applicable within and without the corporate limits of the City of Elkins

AVAILABILITY OF SERVICE
Available to Leadsville Public Service District

METERED RATES (Based on metered water sold)
$4.16 per M gallons

SCHEDULE NO. 5

APPLICABILITY
Applicable within and without the corporate limits of the City of Elkins

AVAILABILITY
Applicable where sewer customer obtains water wholly or partly from a source other than the Municipal Water Works of the City of Elkins

Sewer user shall make application in writing, showing type of waste to be delivered to the sanitary sewer system of the City of Elkins, and shall not deliver said waste until written permission has been given by the Sanitary Board of the City of Elkins. Sewer user shall provide, at the end of each calendar quarter, to the Sanitary Board of the City of Elkins, an officially signed notification showing the approximate quantity in gallons of waste delivered to the sanitary sewer system of the City of Elkins. Upon receipt of such notification, billing shall be made, applying the rates in Schedule No. 1.

SCHEDULE NO. 6

SURCHARGE FORMULA TO BE APPLIED IN THE CASE OF USERS PRODUCING UNUSUAL WASTE

The charge for the treatment of unusual waste will be calculated on the basis of the following formula:

$$Ci = VoVi + BoBi + SoSi$$

Ci = charge to unusual users per year

Vo	=	average unit cost of transport and treatment chargeable to volume, in dollars per gallon
Vi	=	volume of wastewater from unusual users, in gallons per year
Bo	=	average unit cost of treatment, chargeable to Biochemical Oxygen Demand (BOD) in dollars per pound
Bi	=	weight of BOD from unusual users, in pounds per year
So	=	average unit cost of treatment (including sludge treatment) chargeable to total solids in dollars per pound
Si	=	weight of total solids from unusual users in pounds per year

When an unusual user is to be served, a preliminary study of its wastes, and the cost of transport and treatment thereof, will be made. Waste containing materials which, in the judgment of the City of Elkins Sanitary Board, should not be introduced into the sewer system need not be handled by it. The results of this preliminary study will be used to determine the feasibility of the proposed sewer service and the charge therefore, based upon the formula set out above.

Thereafter, unusual sewage will be monitored on a regular basis and at the conclusion of each fiscal year, based on the investigation aforesaid and audit of the City of Elkins Sanitary Board records, new cost figures will be calculated for use in the above formula. The cost of establishing the monitoring facilities shall be paid by the unusual user. Based on these audited figures, additional billings covering the past fiscal year will be made for payment by each unusual user, or refund given by the City of Elkins Sanitary Board, as the case may be. Such audited figures will then be used for the preliminary billing for the next fiscal year, at the end of which an adjustment will be made as aforesaid.

Where the amount of sanitary sewage discharged into the City of Elkin’s wastewater collection and/or transmission system by certain industrial plants cannot be accurately determined by the use of the plant’s water meter or meters, and said plant cannot install a flow meter to measure such waste, a special formula will be used whereby such plant will pay to the City of Elkins Sanitary Board a sewer charge calculated at fifty (50) gallons of water per each employee at the plant each working day.

SCHEDULE NO. 7

SURFACE OR GROUND WATER SURCHARGE

An additional amount shall be charged where surface or ground water is introduced into the sanitary system where evidence of a violation exists. Surcharge formula to be applied in cases where surface drainage is connected to the utility’s sewer system.

APPLICABILITY
Wherever the utility has discovered that a customer's roof drain, downspout, storm sewer or other similar facilities conducting surface water have been connected to the utility's sewer system, and such customer has failed to take appropriate action, within thirty (30) days of receipt of a demand by the utility in accordance with the Rules and Regulations of the Public Service Commission, to eliminate such connection, a surcharge will be imposed upon the customer calculated on the basis of the following formula:

$$S = A \times R \times .0006233 \times C$$

S - The surcharge in dollars

A - The area under roof and/or the area of any other water collection surface connected to the City's sanitary sewer, in square feet

R - The measured monthly rainfall, in inches

0.0006233 - The conversion factor to change inches of rain x square feet of surface to thousand gallons of water

C - The utility's approved rate per thousand gallons of metered water usage

The Utility shall not impose the surcharge unless and until the customer has been notified by certified mail, return receipt requested, or by hand delivery, that it has been established by smoke testing, dye testing, or on-site inspection that rain or other surface water is being introduced into the sanitary sewer system at the customer's location, and that the customer has not acted within thirty (30) days from receipt of such notice to divert the water from the sanitary sewer system. Said surcharge shall be calculated and imposed for each month that said condition continues to exist. Failure to pay the surcharge and/or correct the situation shall give rise to the possible termination of water service in accordance with the Rules and Regulations of the Public Service Commission of West Virginia.

SCHEDULE NO. 8

APPLICABILITY
Applicable within the entire territory served

AVAILABILITY
Available for wastewater and leachate haulers

SEPTIC TANK CLEANING SERVICE REGISTRATION PERMIT FEE
For each septic tank cleaning business which uses the City's sanitation system there will be an annual registration fee of one hundred twenty-five dollars ($125.00). In addition, the dumping fee will be a commodity charge below due to the concentrated nature of the hauling.

RATES

To be Charged To West Virginia Division of Environmental Protection Landfill Closure Assistance Program (LCAP):

Commodity Charge - $25.00 per 1,000 gallons per load. Load will be the actual capacity of the truck or other transport method delivering wastewater and leachate. Actual capacity shall be determined, or verified solely, by the City.

To Be Charged To All Other Wastewater and Leachate Haulers:

Commodity Charge - Each hauler shall pay a commodity charge of $40.00 per 1,000 gallons per load. Load will be the actual capacity of the truck or other transport method delivering wastewater and leachate. Actual capacity shall be determined, or verified solely, by the City.

DELAYED PAYMENT PENALTY

The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RETURNED CHECK CHARGE

A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of $25.00 will be imposed on any customer whose check for payment of charges is returned by the bank due to insufficient funds.

SCHEDULE NO. 9

APPLICABILITY

Applicable within the entire territory served

AVAILABILITY

Available for City of Elkins Municipal Water Department for treatment of water plant backwash

TREATMENT RATE

$0.51 per 1,000 gallons of water.

consumption above the customer's historical usage.

SECURITY DEPOSIT

Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, or fifty dollars, whichever is greater. This fee may be changed by applicable statutory provisions.

STEP 2 RATES
[TO BECOME EFFECTIVE FOR ALL BILLS RENDERED ON AND AFTER DECEMBER 15, 2023]

SCHEDULE NO. 1

APPLICABILITY
Applicable within the entire territory served

AVAILABILITY OF SERVICE
Available for residential, commercial and industrial sewer service.

RATES

First	1,500 gallons used per month	$15.78 per 1,000 gallons
Next	248,500 gallons used per month	$14.28 per 1,000 gallons
Over	250,000 gallons used per month	$ 5.70 per 1,000 gallons

MINIMUM CHARGE (Customers with metered water supply)
No minimum bill will be rendered for less than $23.67 per month
(Equivalent of 1,500 gallons of water usage)

DELAYED PAYMENT PENALTY
The above tariff is net. On all current usage billings not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

MONTHLY OR BI-MONTHLY PAYMENT BILLINGS
The above rates and charges may be adjusted to a monthly or bi-monthly basis, providing no lower charges.

RETURNED CHECK CHARGE
A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of $25.00 will be imposed on any customer whose check for payment of charges is returned by the bank due to insufficient funds.

TAP FEE
The charge for an approved service connection to the sewer system will be seven hundred fifty dollars ($750.00) or the actual cost of connection (solely determined by the Sewer Board), whichever is greater, for all new taps to the system.

LEAK ADJUSTMENT
$1.00 per 1,000 gallons of water is to be used when a bill reflects unusual water consumption which can be attributed to eligible leakage on customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage.

SECURITY DEPOSIT
Not to exceed two-twelfths (2/12) of the average annual usage of the applicant's specific customer class, or fifty dollars, whichever is greater. This fee may be changed by applicable statutory provisions.

SCHEDULE NO. 2

APPLICABILITY
Applicable within the Teaberry Hills Subdivision

AVAILABILITY OF SERVICE
Available for general domestic service in un-metered housing projects or subdivisions.

FLAT RATE CHARGE (Customers with non-metered water supply)
General Domestic customers with non-metered water supply: $66.51 per month
(Equivalent to 4,500 gallons of water usage)

DELAYED PAYMENT PENALTY
The above tariff is net. On all accounts not paid in full when due, ten percent (10%) will be added to the net current amount unpaid. This delayed payment penalty is not interest and is to be collected only once for each bill where it is appropriate.

RETURNED CHECK CHARGE
A service charge equal to the actual bank fee assessed to the sewer utility up to a maximum of $25.00 will be imposed on any customer whose check for payment of charges is returned by the bank due to insufficient funds.

TAP FEE
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LEAK ADJUSTMENT
$1.00 per 1,000 gallons of water is to be used when a bill reflects unusual water consumption which can be attributed to eligible leakage on the customer's side of the meter. This rate shall be applied to all such consumption above the customer's historical usage.

SCHEDULE NO. 3

APPLICABILITY
Applicable within and without the corporate limits of the City of Elkins

AVAILABILITY OF SERVICE
Available to Midland Public Service District

METERED RATES (Based on metered water sold)
$4.55 per M gallons

SCHEDULE NO. 4

APPLICABILITY
Applicable within and without the corporate limits of the City of Elkins

AVAILABILITY OF SERVICE
Available to Leadsville Public Service District

METERED RATES (Based on metered water sold)
$4.60 per M gallons

SCHEDULE NO. 5

Remains the same as set forth in Step 1 above.

SCHEDULE NO. 6

Remains the same as set forth in Step 1 above.

SCHEDULE NO. 7

Remains the same as set forth in Step 1 above.

SCHEDULE NO. 8

Remains the same as set forth in Step 1 above.

SCHEDULE NO. 9

Remains the same as set forth in Step 1 above.

SECTION TWO – EFFECTIVE DATE

Step 1 rates will become effective forty-five (45) days from passage for service rendered on and after the effective date.

Step 2 rates will become effective December 15, 2023 for all bills rendered on and after the effective date.

SECTION THREE – SEPARABILITY; REPEAL OF CONFLICTING ORDINANCES

The provisions of this Ordinance are separable, and if any clause, provision or section hereof be held void or unenforceable by any court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance. Upon the effective date of the charges herein set forth, all ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent that the provisions of this Ordinance do not touch upon the provisions of prior ordinances, resolutions, orders or parts thereof, the same shall remain in full force and effect.

SECTION FOUR – STATUTORY NOTICE AND PUBLIC HEARING

Upon introduction hereof, the City Clerk shall publish Notice of this Ordinance in *The Inter-Mountain*, being a newspaper published and of general circulation in Randolph County, West Virginia, as a Class I publication. The publication shall be made at least one (1) week prior to the meeting of the City Council at which a final reading and vote on the ordinance will be held. Said notice shall state that this Ordinance has been introduced, and that any person interested may appear before Council on the **20th day of April, 2023, at 7:00 p.m.** in the City Council Chambers, 401 Davis Avenue, Elkins, West Virginia, and present protests, if any. At such hearing all objections and suggestions shall be heard and the Council shall take such action as it shall deem proper on the premises.

Further, said Notice shall advise the public that a copy of this ordinance is available for public inspection at the City Clerk's Office which is open to the public Monday through Friday during the hours of 8:00 a.m. to 4:30 p.m.

Passed on First Reading ______April 6____________, 2023

Passed on Second Reading
Following Public Hearing ______April 20__________, 2023

____
CITY CLERK

MUNICIPAL – "LRR MUNI"[1]
CITY OF ELKINS
[A Combined System]
SEWER RATE ORDINANCE TIMELINE

Dates Based Upon Following

1. Thursday, April 6, 2023 - First reading of Ordinance

   Thursday, April 20, 2023 - Public Hearing, Second Reading and Adoption of Ordinance

2. Only newspaper qualified by WV Secretary of State to accept legal advertisements in Randolph County is the Inter-Mountain.

<u>Pre</u>-Adoption Public Notice [Newspaper notice required by three statutes]

3. <u>West Virginia Code §8-11-4</u> [Municipal Corporations]

   §8-11-4(a)(2) requires Class I-O[2] legal publication of PRE-adoption notice with publication being **at least 5 days prior** to the date of the public hearing. Notice shall include subject matter, title of ordinance, date/time/place of hearing, place where proposed ordinance may be inspected and advise that public may appear at hearing and be heard with respect to proposed ordinance.

   <u>West Virginia Code §8-20-10</u> [<u>Combined</u> Systems]
   §8-20-10 requires Class I legal publication of PRE-adoption notice **not less than one week prior** to the date of the public hearing. Does not set forth requirements for information to be contained in notice.[3]

   <u>West Virginia Code §16-13-16</u> [Sewage Works**]**
   §16-13-16 After first reading . . . notice of hearing, setting forth the proposed schedule of rates, fees or charges, shall be given by Class I legal publication **at least 5 days prior** to the date of the public hearing.

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[1] "LRR Muni" is a municipal water or sewer operation that serves **at least** 4,500 customers and has annual combined gross revenues of greater than $3 million from its separate or combined services.

[2] Class I-O requires publication in two newspapers of opposite political affiliations <u>if two newspapers exist</u>. The Inter-Mountain in the only newspaper qualified for Randolph County by WV Secretary of State Office.

[3] Bob Rodecker said should follow §8-20-10 "one week prior" based upon City of Elkins being combined system. For content of notice, will follow requirement set forth in §16-13-16 (i.e., include schedule of rates).

Post-Adoption Public Notice [Notice To Wholesale/Resale Customers]

Although there is no statute or PSC Tariff Rule requiring that a LRR give post-adoption notice, the PSC Staff is now requiring that all municipalities complete a Tariff Form No. 14 (Notice to Wholesale Customer) to each of its wholesale customers advising of the rate adoption and the customer's right to file a complaint with the PSC.

The utility is also required to file Tariff Form No. 6-A, Verification That Rate Notice Was Mailed To Wholesale Customers.

CITY OF ELKINS
TIMELINE FOR ADOPTION OF
SEWER RATE INCREASE ORDINANCE

COUNCIL	1.	COUNCIL MEETING/FIRST READING OF RATE ORDINANCE	April 6, 2023
CITY	2.	CITY CLERK SHALL POST ORDINANCE AT TOWN HALL AND MAKE COPIES AVAILABLE FOR PUBLIC	April 6, 2023
CITY	3.	SEND PUBLIC NOTICE OF PROPOSED ORDINANCE TO *INTER-MOUNTAIN* FOR CLASS I LEGAL PUBLICATION	April 7, 2023
Newspaper	4.	LEGAL PUBLICATION OF PUBLIC NOTICE OF ORDINANCE [At Least 1 Week Prior To Date of Public Hearing/2nd Reading]	April 12, 2023
COUNCIL	5.	PUBLIC HEARING/SECOND READING (ADOPTION) OF RATE ORDINANCE	April 20, 2023
RODECKER	6.	MAIL TARIFF FORM NO. 14 TO RESALE CUSTOMERS [LEADSVILLE AND MIDLAND]	April 21, 2023
RODECKER	7.	FILE DOCUMENTS WITH PSC	April 25, 2023
	8.	STEP 1 SEWER RATES BECOME EFFECTIVE	June 4, , 2023
	9.	STEP 2 SEWER RATES BECOME EFFECTIVE FOR ALL BILLS RENDERED ON AND AFTER DECEMBER 15, 2023	December 15, 2023

CITY OF ELKINS
AGENDA ITEM REPORT

Meeting Date:	April 6, 2023
Section:	New business
Category:	Resolution
Agenda Item Name:	*R-1633:* Authorizing Conditions of Lease & Addendum and Maintenance Agreement between Hart Office Solutions and the City of Elkins (building officials office)
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. R-1633 Hart Office agreement for Building Officials

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

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

(#1633)
April 6, 2023

Authorizing Conditions of Lease & Addendum and Maintenance Agreement between Hart Office Solutions and the City of Elkins (Building Officials)

WHEREAS, the City of Elkins, West Virginia ("City") has determined to obtain equipment and services for a multifunction machine in the Building Officials Department; and,

WHEREAS, the City has received a proposed Agreement with Hart Office Solutions, LLC (copy attached) for the provision of such equipment and services; and,

WHEREAS, it appears that contracting for this service is in the best interests of the citizens of the City of Elkins; ***now, therefore, be it***

RESOLVED, that the Elkins Common Council approves this Agreement and authorizes execution of this Agreement by the Mayor, or his designee, on behalf of the City of Elkins.

____
Jerry A. Marco, Mayor

Attest:

____
Sutton Stokes, City Clerk

HART OFFICE SOLUTIONS
YOUR LOCAL DOCUMENT SOLUTIONS DEALER
800-527-5366

LEASE AGREEMENT

1720A Crete Street, Moberly, MO 65270
Phone: 800-662-3759, Fax: 800-426-2626

LESSEE LEGAL NAME: City Of Elkins	Telephone No: 3046361414
Billing Address: 401 Davis Ave, Elkins, WV 26241	Equipment Location (if other than Billing Address): 401 Davis Avenue, Elkins, WV 26241

EQUIPMENT DESCRIPTION: (indicate quantity, new or used and include make, model, serial # and all attachments – see below and/or attached Schedule A)

Unit Quantity	Description of Equipment Leased	Make and Type	Model Number	Serial Number
1	Toshiba ES4515AC		ES4515AC	

BASE TERM IN MONTHS	TOTAL NUMBER OF LEASE PAYMENTS	END OF LEASE PURCHASE OPTION	
63	63 @ $117.00 (plus taxes)	_X_ Fair market value, plus taxes ____ 10% of Equipment cost, plus taxes ____ $1.00, plus taxes (FMV unless another option is selected. You may not exercise a purchase option if you are in default. If you exercise a purchase option we will convey all of our right, title and interest in such Equipment to you on an AS-IS WHERE IS without warranty.)	(a) Advance Payment: $0.00 (b) Security Deposit: $0.00 (c) Documentation Fee: $95.00 Total due a + b + c =: $95.00

**If more than one lease payment is required as an Advance Payment, the balance will be applied to lease payments in inverse order, starting with the last lease payment.
Your obligation to pay all amounts and perform all other obligations is non-cancellable, absolute, unconditional and not subject to abatement, set-off or defense.

In this agreement ("Lease"), "we," "our," and "us" refers to **LEAF Capital Funding, LLC** as Lessor and "you" and "your" refer to the Lessee. You agree to lease the Equipment upon the following terms and conditions:

1. LEASE PAYMENTS AND TERM: The Lease is enforceable on you upon your execution. The term of the Lease shall commence on the date the Equipment is delivered to you ("Lease Commencement Date"). The first Lease Payment shall be due on the date we specify in the month following the Lease Commencement Date as set forth in our invoice, and the remaining Lease Payments will be due on the same day of each subsequent month (each, a "Payment Date") until paid in full. The Base Term shall commence on the date one month prior to the first Payment Date. We may charge you a portion of one Lease Payment for the period from the Lease Commencement Date until the first day of the Base Term ("Interim Rent"). The Interim Rent shall be due as invoiced. We may adjust the Lease Payments up to 15% if the actual costs are different than the estimate used to calculate the Lease Payments. **On an annual basis, the Monthly Payment may be increased by a maximum of 15% of the amount previously then in effect.**

2. DELIVERY, ACCEPTANCE, USE AND REPAIR: You are responsible for Equipment delivery and installation. You unconditionally accept the Equipment upon the earlier of (a) your oral or written acceptance of the Equipment, or (b) 10 days after delivery of the Equipment. You authorize us to fill in the Lease Commencement Date, serial numbers and other information. **You will not move the Equipment from the above location without our written consent and are responsible for maintaining the Equipment in good repair.** We are not responsible for Equipment or vendor failures.

3. INDEMNIFICATION: You agree to indemnify, defend and hold us harmless from and against any losses, damages, penalties, claims and suits, including attorneys' fees and expenses related to the ordering, manufacture, installation, ownership, condition, use, lease, possession, delivery or return of Equipment.

4. LEASE EXPIRATION, RENEWAL: Unless you notify us at least 90 days prior to the expiration of the Lease of your election to return or purchase the Equipment, this Lease will renew on a month-to-month basis at the same monthly Lease Payment until you either exercise the purchase option or provide us with at least 90 days notice and return the Equipment. If you return the Equipment, (i) it must be to the location we designate and you are responsible for all return costs and we may charge a Restocking Fee equal to one Lease Payment, and (ii) you must securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling. If you exercise a purchase option we will convey all of our interest in such Equipment to you on an AS-IS WHERE IS basis without representation or warranty.

5. LATE FEES AND CHARGES: If any amount is not paid within three (3) days of when due, you agree to pay us a late charge equal to the lesser of 10% of the amount past due or the maximum legal amount. Amounts which are not paid within 30 days of when due shall accrue interest at 1.5% per month (or if less, the maximum legal rate) until paid. You agree to pay $25 for each pay by phone and $35 for each returned payment.

6. NO WARRANTY: We do not manufacture the Equipment and you have selected the Equipment and the supplier. **WE MAKE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PURPOSE AND ARE NOT RESPONSIBLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES.**

7. INSURANCE, RISK OF LOSS: You bear all risk of loss or damage to the Equipment from its order until it is returned in the required condition or purchased by you ("Risk Period"). During the Risk Period you will maintain property and liability insurance on the Equipment acceptable to us, naming us loss payee and additional insured. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of it and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

8. OWNERSHIP AND TAXES: We own the Equipment (excluding licensed software). If you are deemed to own it, you grant us a security interest in the Equipment. You authorize us to file UCC financing statements to confirm our interest. You will pay, when due, all taxes, fines and penalties relating to the purchase, use, leasing and/or ownership of the Equipment. If we pay any taxes, (including property tax), fees or penalties on your behalf, you will pay us the amount we paid plus an administrative fee. You agree to pay us the documentation fee specified above or if not so specified, the greater of either $125 or 0.5% of the Equipment cost. If we require an Equipment site inspection, or you request administrative services, you agree to reimburse our costs.

9. DEFAULT: If you or any guarantor do not pay us any amount within ten (10) days of its due date, or breach any terms of this Lease, any guaranty or any license relating to the Equipment, you will be in default. If you default, we may require you to do any combination of the following: (a) immediately pay all amounts then due, plus the present value of the remaining Lease Payments, Interim Rent and residual value of the Equipment, as determined by us, discounted at an annual rate of 3%; (b) return all of the Equipment; (c) allow us to repossess the Equipment; or (d) use any and all remedies available to us under applicable law. If you default, you agree to pay the cost of repossession and our attorney's fees and costs. In addition to all other charges and as reimbursement for expenses incurred and not as a penalty, we may require you to reimburse us for the phone calls, letters, and any additional expense incurred in the collection or servicing of this Lease for you. If we take possession of the Equipment, we may sell or otherwise dispose of it with or without notice, at a public or private sale, and apply the net proceeds (after we have deducted all costs related to the sale or disposition of the Equipment) to the amounts that you owe us. You agree that if notice of sale is required by law, **10** days' notice shall constitute reasonable notice. You remain responsible for any amounts that are due after we have applied such net proceeds. We may apply any security deposits to your obligations and if you do not default, the balance will be refunded without interest.

10. ASSIGNMENT: You have no right to sell or assign the Equipment or Lease. We may sell or assign our rights in the Lease and/or Equipment and the new owner will have all our rights but will not be subject to any claim or defense you have against us.

11. ARTICLE 2A: You agree this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code. **You waive all rights and remedies conferred upon a lessee by Article 2A (508-522) of the UCC.** You have received a copy of the Supply Contract or been informed of the identity of the Supplier and you may have rights under the Supply Contract and may contact the Supplier for a description of those rights.

12. CREDIT INFORMATION: You authorize us or any of our affiliates to obtain credit bureau reports, and make other credit inquiries that we deem necessary.

13. CHOICE OF LAW: THIS LEASE WILL BE GOVERNED BY PENNSYLVANIA LAW. YOU CONSENT TO JURISDICTION IN THE STATE OR FEDERAL COURTS IN PENNSYLVANIA AND WAIVE ANY RIGHT TO A TRIAL BY JURY.

14. MISCELLANEOUS: This Lease is the parties' entire agreement and can be amended only in writing signed by both parties. This Lease may be executed in counterparts (manually or by electronic means) and, when transmitted to us shall be binding upon you for all purposes. This Lease is not binding on us until we sign it. You agree not to raise as a defense to the enforcement of this Lease that it was executed or transmitted to us by electronic means. You will use the Equipment only for business purposes and not for personal, family or household use. The USA PATRIOT Act requires us to obtain, verify, and record information that identifies you thus we ask for your name, address and other information or documents that substantiate your identity.

ACCEPTED BY LESSEE: City Of Elkins

X ______________________________
Lessee Authorized Signature

Print Name: ______________________ Title: ______________________
E-Mail Address: ______________________ Date: ______________________
Tax ID Number: 556000170

PERSONAL GUARANTY: Undersigned guarantees that Lessee will make all payments and perform all other obligations under the Lease when due. Undersigned agrees that this is a guaranty of payment and not of collection, and that we can proceed directly against undersigned without first proceeding against Lessee or the Equipment. Undersigned also waives all suretyship defenses and notification if the Lessee is in default and consents to any extensions or modifications granted to Lessee. Undersigned will pay us all expenses (including attorneys' fees) we incur in enforcing our rights against undersigned or Lessee. If more than one person signs this guaranty, each agrees that his/her liability is joint and several. Undersigned authorizes us and our affiliates to obtain credit bureau reports and make inquiries regarding undersigned's personal credit. **You consent to jurisdiction in the State or Federal courts in Pennsylvania and expressly waive any right to a trial by jury.**

SIGNED X ______________________ Print Name: ______________________ E-Mail Address: ______________________

Accepted by:
LEAF Capital Funding, LLC By: **Title:** **Date:**

HART OFFICE SOLUTIONS
YOUR LOCAL DOCUMENT SOLUTIONS DEALER
800-527-5366

State and Local Government Addendum

Reference: Application No. 805014

This State and Local Government Addendum (this "Addendum") is made part of the Agreement related to the above referenced application number ("Agreement") between **LEAF Capital Funding, LLC** ("we" "us" and "ours") and City Of Elkins ("you" and "your"). Capitalized terms used but not defined will have the meaning given to them in the Agreement. If there is any conflict between the terms of this Addendum and the terms of the Agreement, the terms of this Addendum will control and prevail. The parties hereby agree as follows:

1. Funding Intent. You reasonably believe that funds can be obtained sufficient to make all Payments set forth in the Agreement and any other amounts owed during the term of the Agreement. You agree that your chief executive or administrative officer (or your administrative office that has the responsibility of preparing the budget submitted to your governing body, as applicable) will provide for funding for such payments in your annual budget request submitted to your governing body. You covenant that you will do all things lawfully within your power to obtain, maintain and properly request and pursue funds from which the Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using your best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. If your governing body chooses not to appropriate funds for such payments, you agree that your governing body will evidence such nonappropriation by omitting funds for such payments due during the applicable fiscal period from the budget that it adopts. You and we agree that your obligation to make payments under the Agreement will be your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in the Agreement will be interpreted as a pledge of your general tax revenues, funds or moneys.

2. Nonappropriation of Funds. If (a) sufficient funds are not appropriated and budgeted by your governing body in any fiscal period for Payments set forth in the Agreement or any other amounts owed to us and (b) you have exhausted all funds legally available for such payments due under the Agreement (together, a "Non-Appropriation Event"), then you will give us not less than ninety (90) days written notice (a "Termination Notice") and the Agreement will terminate as of the last day of your fiscal period for which funds for such payments are available ("Termination Date"). Such termination is without any expense or penalty, except for the portions of such payments and those expenses associated with your return of the Equipment in accordance with the Agreement for which funds have been budgeted or appropriated or are otherwise legally available. You agree that, to the extent permitted by law, you will not terminate the Agreement if any funds are appropriated by you or to you for the acquisition or use of equipment or services performing functions similar to the Equipment during your fiscal period in which such termination would occur. You shall (i) on or before the Termination Date, return the Equipment in accordance with the return requirements set forth in the Agreement, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to us, upon our request, an opinion of your counsel (addressed to us) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay us all sums payable to us under the Agreement up to and including the Termination Date. You acknowledge and agree that, in the event of the termination of the Agreement and the return of the Equipment as provided for herein, you shall have no interest whatsoever in the Equipment or proceeds thereof and we shall be entitled to retain for our own account the proceeds resulting from any disposition or re-leasing of the Equipment along with any advance rentals, security deposits or other sums previously paid by you pursuant to the terms of the Agreement.

3. Authority and Authorization. You represent and agree that: (a) you are a state or a political subdivision or agency of a state; (b) the entering into and performance of the Agreement is authorized under your state laws and Constitution and does not violate or contradict any judgment, law, order, or regulation, or cause any default under any agreement to which you are party; (c) you have complied with all bidding requirements and, where necessary, have properly presented the Agreement for approval and adoption as a valid obligation on your part; and (d) you have sufficient appropriated funds or other moneys available to pay all amounts due under the Agreement for your current fiscal period. Upon our request, you agree to provide us with an opinion of counsel as to clauses (a) through (d) above, an incumbency certificate, and other documents that we request, with all such documents being in a form satisfactory to us.

4. Government Use. You agree that (a) you will comply with all information reporting requirements of the Internal Revenue Code of 1986, as amended, including but not limited to the execution and delivery to us of information statements requested by us, and (b) the use of the Equipment is essential for your proper, efficient and economic operation, you will be the only entity to use the Equipment during the term of the Agreement and you will use the Equipment only for your governmental purposes. Upon our request you will provide us with an essential use letter in a form satisfactory to us as to clause (b) above.

5. Insurance. You agree to provide and maintain at your own expense (a) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming us as loss payee, and (b) public liability and third party property insurance, naming us as an additional insured. You will give us certificates or other evidence of such insurance on the Equipment at such times as we request. All insurance obtained from a third party insurer will be in a form, amount and with companies acceptable to us, and will provide that we will be given 30 days' advance notice of any cancellation or material change of such insurance. If you do not provide us with proof of such insurance, we may secure insurance on the Equipment to cover our interests (and only our interests). If we obtain such insurance, you will pay us an additional amount for the cost of such insurance and an administrative fee, the cost of which may be more than the cost to obtain your own insurance and on which we may make a profit.

6. Indemnification. With respect to any claims, actions, or suits that are made against us as a result of your actions, omissions, negligence or willful misconduct ("Claims"), to the extent permitted by law, you agree to reimburse us for, and if we request, defend us against, any such Claims.

7. Choice of Law. Regardless of any conflicting provision in the Agreement, **THE AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE IN WHICH YOU ARE LOCATED.**

8. This Addendum supplements and amends the Agreement only to the extent and in the manner set forth, and in all other respects, the Agreement will remain in full force and effect.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

CUSTOMER: **City Of Elkins**	**LEAF CAPITAL FUNDING, LLC**
By: ______ Print Name: ______ Title: ______ Date: ______	By: ______ Print Name: ______ Title: ______ Date: ______

HART OFFICE SOLUTIONS
YOUR LOCAL DOCUMENT SOLUTIONS DEALER
www.hartofficesolutions.com
203 Buckhannon Pike ~ Clarksburg, WV 26301 Phone 304.624.5485 Fax 304.622.5861

Proposal Prepared Exclusively for:

The City of Elkins Building Officials Office

March 21, 2023

Hart Office Solutions Proposed Solution

- ***OPTION #1:***
- *New* Toshiba e-Studio **4525AC Color** Copy/Print/Scan/Fax system.
- Includes dual scan document feeder and a stand.
- *45 pages per minute*
- **New Solution Monthly Payment: $158.50**

- ***OPTION #2:***
- *New* Toshiba e-Studio **3025AC Color** Copy/Print/Scan/Fax system.
- Includes dual scan document feeder and a stand.
- *30 pages per minute*
- **New Solution Monthly Payment: $139.50**

- ***OPTION #3:***
- *Lightly Used* Toshiba e-Studio **4515AC Color** Copy/Print/Scan/Fax system.
- Includes dual scan document feeder and a stand.
- *45 pages per minute*
- **New Solution Monthly Payment: $117.00**

- All options include 2,000 black & white clicks per month.
- Excess B&W clicks billed monthly at $.01.
- All Color clicks billed monthly at $.0595.
- Parts, labor, and toner are included.
- All lease options are based on 63-month FMV terms.

Toshiba MFP Maintenance Agreement

March 22, 2023

City of Elkins Building Officials Office
401 Davis Avenue
Elkins, WV 26241
304-636-1414

Maintenance Details for Lightly Used Toshiba e-Studio 4515AC Color System:

- Service and supplies are included for up to 2,000 black & white clicks per month. Excess black & white billed monthly at $.011 per click.
- All color billed separately at $.0595 per click.
- All parts, labor, drums, toner, and developer are included.
- IT Support included for the first 30 days after installation.
- After 30 days, IT Support is available at an additional cost. IT Support can be purchased in hourly blocks at discounted rates or be billable at the standard hourly rate. If interested in learning more about Hart Office Solutions Managed IT Services Agreements, please contact us for a Free analysis and a customized quote.

TERMS AND CONDITIONS OF YOUR MAINTENANCE AGREEMENT

For the purpose of maintaining the equipment covered by this agreement in good operating condition within manufacturer's specifications, Hart Office Solutions agrees to perform maintenance service in accordance with the following terms and conditions.

***Hart Office Solutions** is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark/brother digital copier network connection breakdown. Other exclusions include, but are not limited to, customer credits or reimbursements for poor quality or wasted prints and/or credits or reimbursements for wasted paper due to poor quality prints or due to misfeeds.*

The term of this agreement is based upon the anticipated customer usage as shown in the maintenance description listed above. Allowed clicks are accumulated from the meter reading on the M.A. (Maintenance Agreement) start date. Should the number of allowed clicks be exceeded, customer agrees to pay the current excess click charge for each click in excess of allowed clicks. Invoices for excess click charges will be tendered at the time of service,and shall be payable by the customer upon receipt.

Excessive toner fill usage and scans may result in additional charges above the normal CPC rate / Maintenance charge. Supplies will also be provided based on the manufacturer's listed usage rate.

Hart Office Solutions reserves the right to terminate this agreement.

This agreement covers all routine, remedial and preventative maintenance service so long as this type of coverage was purchased.

With the exception of consumable parts, all parts are included under this agreement (so long as this type of agreement was purchased).

Consumable supplies are not included under this agreement unless specified as such under the "Maintenance Description" area of this agreement. Electrical work external to the equipment and equipment line cord is not covered by this agreement.

The initial term of the agreement shall commence on the date this agreement is signed. This agreement shall automatically renew annually, at Hart Office Solutions maintenance rates in effect at the time of renewal. Hart Office Solutions reserves the right to increase the maintenance agreement and/or overage click rates on an annual basis by an amount not to exceed 15%.

This agreement does not cover service necessitated by malfunction of parts, attachments, or supplies of non-Toshiba/Lexmark manufacture.

Any customer changes, alterations, or attachments may require a change in the maintenance charge set forth herein. Hart Office Solutions also reserves the right to terminate this agreement in the event that it shall determine that such changes, alterations, or attachments make it impractical for Hart Office Solutions to continue to service the equipment.

This agreement will not apply to any equipment lost or damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force. Any loss or damage occurring from any of the foregoing is specifically excluded from this agreement.

In the event that any equipment is moved form the location set forth on the reverse side hereof, Hart Office Solutions, may terminate and/or subject the copier to additional service charges.

This agreement is not assignable or transferable by customer without prior written consent of Hart Office Solutions.

Customer agrees OEM parts and supplies are not required provided the parts or supplies meet or exceed manufacturer's specification.

Invoice pursuant to this agreement will be tendered at the outset of each term. All charges for service and parts hereunder and all maintenance changes shall be payable by the customer immediately upon receipt of invoice. Hart Office Solutions reserves the right to withhold service and product if Customer fails to make any payment due under the terms and conditions of this Agreement.

Cancellation at the conclusion of the initial term or any renewal term may be accomplished by either party giving written notice of such cancellation to the other party no later than thirty (30) days prior to the expiration of the term then in effect. In addition, Hart Office Solutions may cancel this agreement, in whole or in part, at any time upon seven (7) days written notice, or without notice in the thirty (30) day period prior to the renewal date, if customer at any time is in breach of any term or condition herein contained.

This Maintenance Agreement shall be for a twelve (12) month period beginning upon installation of the new or used system or upon the signing of this agreement, whichever comes first. This non-cancelable agreement shall automatically be renewed annually at the then prevailing rates for a successive one-year term unless terminated by either party by providing written notice no less than 30 days prior to the upcoming annual term.

Supplies: All supplies and parts ordered, accepted, and received by the customer remain under the ownership of Hart Office Solutions until consumed.

Limited Remedies: At no time shall Hart Office Solutions be held liable for any damages to the network, network server or workstations. In no event shall Hart Office Solutions be liable for special, consequential, exemplary, indirect or incidental damages beyond the cost to repair or replace a defective part and maintenance service. While Hart Office Solutions endeavors to promptly address any emergency and maintain the Toshiba/Lexmark digital copier which is the subject of this agreement, Hart Office Solutions shall not be liable for any damages for any alleged failure to make repairs and/or maintain the copier including any claim that the repair or maintenance was not timely. For example, but not by the way of limitation, Hart Office Solutions is not responsible for any damages for loss of use of the Toshiba/Lexmark digital copier. Such excluded damages would include, but not limited to, a customer paying a third party to print documents or if customer is unable to print because of a Toshiba/Lexmark digital copier network connection breakdown.

Miscellaneous: This Agreement constitutes the final, complete and exclusive statement of the terms of the Agreement between the parties pertaining to maintenance of the Toshiba/Lexmark digital copier network connection and supersedes all prior and contemporaneous understandings or agreements of the parties. A signed facsimile or copy of the Agreement shall be deemed as effective as an original.

Connections to computer/networks: Connections will be performed by a Hart Office Solutions technician in conjunction with customers IT support personnel. Customer shall first provide all necessary cabling, network connections and electrical requirements for the installation. If the equipment cannot be installed and connected because of some condition within the customer's reasonable control, then a reinstallation charge shall apply. The engineer performing the installation will configure up to 5 workstations. Additional workstations will be configured at an additional charge at the prevailing rate.

Connection Waiver: If Hart Office Solutions performs the installation/connection, the customer agrees that Hart Office Solutions is responsible only for completing the installation and setup of the equipment purchased through Hart Office Solutions. Hart Office Solutions is not responsible for any changes, failures, downtime or consequential losses of the customer's network, software or computers during or after the installation.

Acceptance: Your signature will indicate your acceptance of these terms and conditions.

Customer Name (printed): City of Elkins Building Officials Office

Date: ____________________

Customer Signature (acceptance): ____

Printed Name: _________________________________

Title: ____