



City of Elkins

Sanitary Board

December 15, 2025

10:00 AM

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

Meets every 3rd Monday of the month

AGENDA

1. **Call to order and roll call**
2. **Public comment**
3. **Minutes**
 - a. Proposed minutes for the meeting of November 17, 2025
4. **Reports**
 - a. Wastewater Superintendent/Chief Operator
 - b. Wastewater Collection Supervisor
 - c. Financial Statements as of November 30, 2025
5. **Unfinished Business**
 - a. Rule 42—Sewer Rate Analysis/Study and Preliminary Project Planning for the Wastewater Department
6. **New Business**
 - a. Approval of Sewer Invoices
 - b. Approval of Utilizing Executive Secretary Position as Sanitary Board Secretary
 - c. Review of 2026 Laboratory Rates
7. **Announcements**
8. **Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	December 15, 2025
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of November 17, 2025
Recommended By:	Whitney L. Hymes - Wastewater Superintendent/Chief Operator
Summary:	Approval of minutes for the November 17, 2025, Sanitary Board Meeting.
Fiscal Impact:	N/A
Recommendation:	Consider for Approval
Attachments:	1. Sanitary Board - 2025_11_17- Minutes

SANITARY BOARD REGULAR MEETING MINUTES

*142 Robert E Lee Avenue
Phil Gainer Center
November 17, 2025
9:58 a.m.*

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

Also attending: Whitney Hymes (Wastewater Chief Operator), Joshua Martin (HR Director), Tracy Judy (City Treasurer), Mark Hartley (Wastewater Collection Supervisor), Steve Buchanan (CEC), Travis Adams (CEC), Cary Smith (Region VII), and Jasmine Mallow (Wastewater Administrative Assistant) were also present.

Gerry Roberts (City Attorney) was absent.

MINUTES

Richard Carr, **MOVED THE APPROVAL OF THE MINUTES OF OCTOBER 20, 2025, MEETING.** The motion carried.

REPORTS

Whitney Hymes, Wastewater Superintendent/Chief Operator, provided a report for the month of October 2025.

Mark Hartley, Wastewater Collection Supervisor, provided a report for the month of October 2025.

Tracy Judy, City Treasurer, provided electronic financial reports for the month of October 31, 2025.

UNFINISHED BUSINESS

Jerry Marco, **MOVED THE APPROVAL OF ENTERING INTO EXECUTIVE SESSION FOR COMPENSATION PLAN FOR WASTEWATER DEPARTMENT EMPLOYEES.** The motion carried. The Board entered executive session at 10:16 a.m. and returned at 10:40 a.m.-No action was taken.

Richard Carr, **MOVED THE APPROVAL OF WASTEWATER DEPARTMENT EMPLOYEES TO RECEIVE A \$1 RAISE, EXCEPT FOR WHITNEY HYMES (WASTEWATER CHIEF OPERATOR) WHO WILL RECEIVE AN INCREASE IN WAGE OF \$7 STARTING NOVEMBER 23RD, 2025.** The motion carried.

NEW BUSINESS

Randall Biller, **MOVED THE APPROVAL OF SEWER INVOICES.** The motion carried.

Richard Carr, **MOVED THE APPROVAL OF GEORGETOWN ROAD AREA AND TRICKETT LANE WASTEWATER IMPROVEMENTS AS PRESENTED.** The motion carried.

The meeting was adjourned at 10:42 a.m.

The foregoing minutes were approved at the meeting of _____, 2025 Sanitary Board meeting.

Name & Title

Signature



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	December 15, 2025
Section:	Reports
Category:	Presentation
Agenda Item Name:	Wastewater Superintendent/Chief Operator
Recommended By:	Whitney Hymes - Wastewater Superintendent/Chief Operator
Summary:	Wastewater Superintendent/Chief Operator Report
Fiscal Impact:	N/A
Recommendation:	Presentation
Attachments:	1. Superintendent Report 12-15-2025

CITY OF ELKINS-SANITARY BOARD

WASTEWATER SUPERINTENDENT/CHIEF OPERATOR REPORT

Date: December 15, 2025

Time: 10:00AM

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

APPRENTICESHIP GRANT UPDATE

- Currently, interviews of candidates are undergoing. Extension of open application is being considered to receive more applicants.

LONG TERM CONTROL PLAN (LTCP)

- Bids were placed in the newspaper and supplied to engineering firms on 11/20/2025. There were issues on the proper protocol of subject of work so bid was rescinded until legal counsel can be consulted. When proper procedure and legal protocol is observed, the LTCP bid will be reissued.

REVIEW OF ELKINS AND LEADSVILLE SEWER SYSTEM

- The completion of reviewing the Leadsville system was postponed due to weather and unplanned obligations. The completion of this review will be picked up again when weather and scheduling allows.



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	December 15, 2025
Section:	Reports
Category:	Presentation
Agenda Item Name:	Wastewater Collection Supervisor
Recommended By:	Mark Hartley - Wastewater Collection Supervisor
Summary:	Wastewater Collection Supervisor Report
Fiscal Impact:	N/A
Recommendation:	Presentation
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	December 15, 2025
Section:	Reports
Category:	Presentation
Agenda Item Name:	Financial Statements as of November 30, 2025
Recommended By:	Tracy Judy-City Treasurer
Summary:	Presentation of Financial Statements as of November 30, 2025
Fiscal Impact:	N/A
Recommendation:	Presentation
Attachments:	1. Sewer November Financials

FY 2026 BUDGET CONTROL REPORT

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	Total
Revenues	\$277,067.46	\$258,059.28	\$281,895.75	\$262,247.89	\$271,776.30								\$75,740.07	\$1,351,046.68
Expenses	\$252,414.52	\$275,292.22	\$274,824.60	\$274,977.10	\$197,798.17									\$1,275,306.61

Bank Balances as of 11/30/2025

Cash Account \$347,612.32
 Depreciation Account \$223,170.65
 O&M Account \$657,539.84

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

401-SEWER FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 41.67

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	32,000	1,881.72	0.00	12,994.77	0.00	19,005.23	40.61
CHARGES FOR SERVICES	2,998,000	256,631.78	0.00	1,261,772.84	0.00	1,736,227.16	42.09
MISCELLANEOUS REVENUE	168,500	13,262.80	0.00	76,279.07	0.00	92,220.93	45.27
TOTAL REVENUE	3,198,500	271,776.30	0.00	1,351,046.68	0.00	1,847,453.32	42.24
<u>EXPENDITURE SUMMARY</u>							
CSO	58,330	2,601.25	0.00	21,820.39	0.00	36,509.61	37.41
CSO-OTHER	184,860	12,297.73	0.00	67,937.93	0.00	116,922.07	36.75
SEWER COLLECTION	1,050,381	57,665.57	0.00	401,775.33	0.00	648,605.67	38.25
SEWER TREATMENT	1,374,291	97,130.97	0.00	588,433.12	0.00	785,857.88	42.82
UTILITY BILLING	30,160	1,302.58	0.00	11,354.92	0.00	18,805.08	37.65
ADMIN & GENERAL	500,478	26,800.07	0.00	183,984.92	0.00	316,493.08	36.76
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	3,198,500	197,798.17	0.00	1,275,306.61	0.00	1,923,193.39	39.87
REVENUE OVER/ (UNDER) EXPENDITURES	0	73,978.13	0.00	75,740.07	0.00	(75,740.07)	0.00

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

401-SEWER FUND

% OF YEAR COMPLETED: 41.67

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>TAXES</u>							
401-000-302-0000 Penalty Income	32,000	1,881.72	0.00	12,994.77	0.00	19,005.23	40.61
TOTAL TAXES	32,000	1,881.72	0.00	12,994.77	0.00	19,005.23	40.61
<u>CHARGES FOR SERVICES</u>							
401-000-361-0000 Metered Sales to Res Cu	1,350,000	112,829.63	0.00	568,163.15	0.00	781,836.85	42.09
401-000-361-0001 Metered Sales to Comm C	1,180,000	107,392.04	0.00	501,223.82	0.00	678,776.18	42.48
401-000-361-0002 Unmetered Sales to Res	15,000	1,350.22	0.00	6,522.38	0.00	8,477.62	43.48
401-000-361-0003 Taps & Connections	3,000	0.00	0.00	0.00	0.00	3,000.00	0.00
401-000-361-0004 Services to Other Syste	450,000	35,059.89	0.00	185,863.49	0.00	264,136.51	41.30
TOTAL CHARGES FOR SERVICES	2,998,000	256,631.78	0.00	1,261,772.84	0.00	1,736,227.16	42.09
<u>MISCELLANEOUS REVENUE</u>							
401-000-380-0000 Interest Earned	9,000	929.96	0.00	5,654.93	0.00	3,345.07	62.83
401-000-381-0000 Reimbursements	3,000	170.03	0.00	946.44	0.00	2,053.56	31.55
401-000-382-0000 Refunds & Rebates	2,500	846.19	0.00	1,648.25	0.00	851.75	65.93
401-000-383-0000 Sale Of Fixed Asset	0	0.00	0.00	1,940.00	0.00	(1,940.00)	0.00
401-000-386-0000 Insurance Claims	0	0.00	0.00	0.00	0.00	0.00	0.00
401-000-399-0000 Miscellaneous	14,000	218.00	0.00	4,680.17	0.00	9,319.83	33.43
401-000-399-0001 Lab Analysis Services	140,000	8,194.62	0.00	58,505.28	0.00	81,494.72	41.79
401-000-399-0002 Sludge	0	2,904.00	0.00	2,904.00	0.00	(2,904.00)	0.00
401-000-399-0003 Regulatory Fees	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS REVENUE	168,500	13,262.80	0.00	76,279.07	0.00	92,220.93	45.27
TOTAL REVENUE	3,198,500	271,776.30	0.00	1,351,046.68	0.00	1,847,453.32	42.24

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

401-SEWER FUND
 CSO

% OF YEAR COMPLETED: 41.67

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-509-103-0000 Salaries & Wages	23,150	1,642.40	0.00	9,363.10	0.00	13,786.90	40.45
401-509-104-0000 FICA Tax	1,800	130.76	0.00	723.93	0.00	1,076.07	40.22
401-509-105-0000 Group Health Insurance	8,800	545.99	0.00	2,729.96	0.00	6,070.04	31.02
401-509-106-0000 Retirement	2,080	158.90	0.00	878.72	0.00	1,201.28	42.25
401-509-108-0000 Overtime/Extra Help	1,500	123.20	0.00	400.40	0.00	1,099.60	26.69
TOTAL PERSONAL SERVICES	37,330	2,601.25	0.00	14,096.11	0.00	23,233.89	37.76
<u>CONTRACTUAL SERVICES</u>							
401-509-216-0000 Maint of CSO Equipment	10,000	0.00	0.00	7,000.00	0.00	3,000.00	70.00
401-509-217-0000 Maint Repair Autos & Tr	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
TOTAL CONTRACTUAL SERVICES	11,000	0.00	0.00	7,000.00	0.00	4,000.00	63.64
<u>COMMODITIES</u>							
401-509-341-0000 Supplies & Materials	8,000	0.00	0.00	724.28	0.00	7,275.72	9.05
401-509-343-0000 Automobile Supplies	2,000	0.00	0.00	0.00	0.00	2,000.00	0.00
TOTAL COMMODITIES	10,000	0.00	0.00	724.28	0.00	9,275.72	7.24
TOTAL CSO	58,330	2,601.25	0.00	21,820.39	0.00	36,509.61	37.41

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

401-SEWER FUND
 CSO-OTHER

% OF YEAR COMPLETED: 41.67

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-510-103-0000 Salaries & Wages	122,420	8,665.20	0.00	48,585.99	0.00	73,834.01	39.69
401-510-104-0000 FICA Tax	9,370	672.87	0.00	3,785.73	0.00	5,584.27	40.40
401-510-105-0000 Group Health Insurance	33,000	1,902.45	0.00	9,512.17	0.00	23,487.83	28.82
401-510-106-0000 Retirement	10,070	738.69	0.00	4,136.95	0.00	5,933.05	41.08
401-510-108-0000 Overtime/Extra Help	10,000	318.52	0.00	1,917.09	0.00	8,082.91	19.17
TOTAL PERSONAL SERVICES	184,860	12,297.73	0.00	67,937.93	0.00	116,922.07	36.75
TOTAL CSO-OTHER	184,860	12,297.73	0.00	67,937.93	0.00	116,922.07	36.75

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

401-SEWER FUND
 SEWER COLLECTION

% OF YEAR COMPLETED: 41.67

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-511-103-0000 Salaries & Wages	122,420	8,665.24	0.00	48,586.32	0.00	73,833.68	39.69
401-511-104-0000 FICA Tax	9,370	672.90	0.00	3,785.52	0.00	5,584.48	40.40
401-511-105-0000 Group Health Insurance	33,000	2,314.59	0.00	27,323.03	0.00	5,676.97	82.80
401-511-106-0000 Retirement	10,070	738.71	0.00	4,136.95	0.00	5,933.05	41.08
401-511-108-0000 Overtime/Extra Help	10,000	318.55	0.00	1,917.31	0.00	8,082.69	19.17
TOTAL PERSONAL SERVICES	184,860	12,709.99	0.00	85,749.13	0.00	99,110.87	46.39
<u>CONTRACTUAL SERVICES</u>							
401-511-211-0000 Telephone	3,000	0.00	0.00	1,233.88	0.00	1,766.12	41.13
401-511-213-0000 Utilities/Purchased Pow	108,000	3,031.24	0.00	31,934.59	0.00	76,065.41	29.57
401-511-214-0000 Travel	500	0.00	0.00	0.00	0.00	500.00	0.00
401-511-215-0002 Stormwater Supplies	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
401-511-216-0000 Maint Pumping Equipment	60,000	0.00	0.00	19,111.52	0.00	40,888.48	31.85
401-511-216-0001 Maint Structures/Improv	10,000	0.00	0.00	2,674.84	0.00	7,325.16	26.75
401-511-217-0000 Maint Repair Autos & T	10,000	41.69	0.00	2,147.99	0.00	7,852.01	21.48
401-511-221-0000 Training & Education	500	0.00	0.00	0.00	0.00	500.00	0.00
401-511-222-0000 Dues & Subscriptions	2,000	0.00	0.00	0.00	0.00	2,000.00	0.00
401-511-230-0000 Contracted Services	20,000	0.00	0.00	4,235.75	0.00	15,764.25	21.18
401-511-240-0000 Refunds & Reimbursement	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
TOTAL CONTRACTUAL SERVICES	216,000	3,072.93	0.00	61,338.57	0.00	154,661.43	28.40
<u>COMMODITIES</u>							
401-511-341-0000 Supplies & Materials	45,000	0.00	0.00	17,478.66	0.00	27,521.34	38.84
401-511-343-0000 Automobile Supplies	10,000	0.00	0.00	6,517.93	0.00	3,482.07	65.18
401-511-345-0000 Uniforms	5,100	0.00	0.00	1,241.59	0.00	3,858.41	24.34
401-511-399-0000 Miscellaneous	10,000	390.00	0.00	682.58	0.00	9,317.42	6.83
TOTAL COMMODITIES	70,100	390.00	0.00	25,920.76	0.00	44,179.24	36.98
<u>CAPITAL OUTLAY</u>							
401-511-457-0000 Wastewater Garage	17,103	1,425.22	0.00	7,126.10	0.00	9,976.90	41.67
401-511-458-0000 Bond Payable S-1-09-A-R	33,965	2,830.41	0.00	14,152.05	0.00	19,812.95	41.67
401-511-458-0001 Bond Payable S-1-15-A-R	87,233	7,269.39	0.00	36,346.95	0.00	50,886.05	41.67
401-511-458-0003 Bond Payable S-1-20-A-R	321,412	26,784.32	0.00	133,921.60	0.00	187,490.40	41.67
401-511-458-0004 Bond Payable S-2-20-A-R	31,442	2,620.15	0.00	13,100.75	0.00	18,341.25	41.67
401-511-459-0000 2018 Van & Sewera Camer	7,108	0.00	0.00	6,464.85	0.00	643.15	90.95
401-511-459-0001 2021 Ford F-150	6,758	563.16	0.00	2,815.80	0.00	3,942.20	41.67
401-511-459-0002 Capital Outlay	14,400	0.00	0.00	0.00	0.00	14,400.00	0.00
401-511-459-0003 900 ECO Cleaner	50,000	0.00	0.00	14,804.38	0.00	35,195.62	29.61
401-511-459-0004 Wastewater Garage	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	569,421	41,492.65	0.00	228,732.48	0.00	340,688.52	40.17
<u>OTHER EXPENDITURES</u>							
401-511-670-0000 Interest & Penalties	10,000	0.00	0.00	34.39	0.00	9,965.61	0.34
TOTAL OTHER EXPENDITURES	10,000	0.00	0.00	34.39	0.00	9,965.61	0.34
TOTAL SEWER COLLECTION	1,050,381	57,665.57	0.00	401,775.33	0.00	648,605.67	38.25

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

401-SEWER FUND
 SEWER TREATMENT

% OF YEAR COMPLETED: 41.67

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-512-103-0000 Salaries & Wages	222,520	24,570.35	0.00	130,741.29	0.00	91,778.71	58.75
401-512-104-0000 FICA Tax	17,830	1,916.36	0.00	10,225.68	0.00	7,604.32	57.35
401-512-105-0000 Group Health Insurance	52,340	3,274.81	0.00	33,159.94	0.00	19,180.06	63.35
401-512-106-0000 Retirement	18,200	2,143.06	0.00	11,320.22	0.00	6,879.78	62.20
401-512-108-0000 Overtime/Extra Help	10,500	728.56	0.00	4,629.23	0.00	5,870.77	44.09
TOTAL PERSONAL SERVICES	321,390	32,633.14	0.00	190,076.36	0.00	131,313.64	59.14
<u>CONTRACTUAL SERVICES</u>							
401-512-211-0000 Telephone	2,500	0.00	0.00	0.00	0.00	2,500.00	0.00
401-512-213-0000 Utilities/Purchased Pow	180,000	14,309.90	0.00	81,705.41	0.00	98,294.59	45.39
401-512-214-0000 Travel	500	0.00	0.00	0.00	0.00	500.00	0.00
401-512-215-0000 Maint of Bldgs & Ground	2,000	0.00	0.00	670.22	0.00	1,329.78	33.51
401-512-216-0000 Maint Treat/Disp System	55,000	192.00	0.00	2,985.96	0.00	52,014.04	5.43
401-512-216-0001 Maint Structures/Improv	20,000	0.00	0.00	1,168.70	0.00	18,831.30	5.84
401-512-217-0000 Maint Repair Autos & Tr	10,000	267.57	0.00	1,217.57	0.00	8,782.43	12.18
401-512-218-0000 Postage	100	0.00	0.00	12.15	0.00	87.85	12.15
401-512-220-0000 Advertising	450	0.00	0.00	0.00	0.00	450.00	0.00
401-512-221-0000 Training & Education	1,000	0.00	0.00	620.00	0.00	380.00	62.00
401-512-222-0000 Dues & Subscriptions	1,500	0.00	0.00	1,489.60	0.00	10.40	99.31
401-512-230-0000 Contracted Services	80,000	136.50	0.00	22,520.48	0.00	57,479.52	28.15
TOTAL CONTRACTUAL SERVICES	353,050	14,905.97	0.00	112,390.09	0.00	240,659.91	31.83
<u>COMMODITIES</u>							
401-512-341-0000 Supplies & Materials	34,138	435.00	0.00	15,312.33	0.00	18,825.67	44.85
401-512-341-0001 Supplies & Matls Chemic	20,000	0.00	0.00	14,465.21	0.00	5,534.79	72.33
401-512-341-0002 Purification Supplies	10,000	0.00	0.00	0.00	0.00	10,000.00	0.00
401-512-343-0000 Automobile Supplies	10,000	999.00	0.00	5,366.18	0.00	4,633.82	53.66
401-512-345-0000 Uniforms	5,000	0.00	0.00	1,345.28	0.00	3,654.72	26.91
401-512-399-0000 Miscellaneous	0	0.00	0.00	40.00	0.00	(40.00)	0.00
TOTAL COMMODITIES	79,138	1,434.00	0.00	36,529.00	0.00	42,609.00	46.16
<u>CAPITAL OUTLAY</u>							
401-512-459-0000 Bond Payable S-1-06-A-R	563,268	46,939.02	0.00	234,695.10	0.00	328,572.90	41.67
401-512-459-0001 Bond Payable S-1-86-B-R	0	0.00	0.00	0.00	0.00	0.00	0.00
401-512-459-0002 Ford F-350	8,712	1,218.84	0.00	4,517.66	0.00	4,194.34	51.86
401-512-459-0003 Sewer Areation Equipmen	0	0.00	0.00	0.00	0.00	0.00	0.00
401-512-459-0004 Ford F-150	8,133	0.00	0.00	0.00	0.00	8,133.00	0.00
401-512-459-0005 Capital Outlay	0	0.00	0.00	0.00	0.00	0.00	0.00
401-512-459-0006 WWTP Dumping Station	0	0.00	0.00	0.00	0.00	0.00	0.00
401-512-459-0007 Skid Steer	21,600	0.00	0.00	5,091.09	0.00	16,508.91	23.57
TOTAL CAPITAL OUTLAY	601,713	48,157.86	0.00	244,303.85	0.00	357,409.15	40.60
<u>OTHER EXPENDITURES</u>							
401-512-670-0000 Interest & Penalties	19,000	0.00	0.00	5,133.82	0.00	13,866.18	27.02
TOTAL OTHER EXPENDITURES	19,000	0.00	0.00	5,133.82	0.00	13,866.18	27.02
TOTAL SEWER TREATMENT	1,374,291	97,130.97	0.00	588,433.12	0.00	785,857.88	42.82

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

401-SEWER FUND
 UTILITY BILLING

% OF YEAR COMPLETED: 41.67

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-513-103-0000 Salaries & Wages	16,200	884.57	0.00	6,812.74	0.00	9,387.26	42.05
401-513-104-0000 FICA Tax	1,050	65.32	0.00	511.36	0.00	538.64	48.70
401-513-105-0000 Group Health Insurance	6,510	270.00	0.00	1,888.98	0.00	4,621.02	29.02
401-513-106-0000 Retirement	1,600	79.87	0.00	617.73	0.00	982.27	38.61
401-513-108-0000 Overtime/ Extra Help	600	2.82	0.00	50.54	0.00	549.46	8.42
TOTAL PERSONAL SERVICES	25,960	1,302.58	0.00	9,881.35	0.00	16,078.65	38.06
<u>CONTRACTUAL SERVICES</u>							
401-513-214-0000 Travel	200	0.00	0.00	0.00	0.00	200.00	0.00
401-513-221-0000 Training & Education	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
TOTAL CONTRACTUAL SERVICES	1,200	0.00	0.00	0.00	0.00	1,200.00	0.00
<u>COMMODITIES</u>							
401-513-341-0000 Supplies & Materials	3,000	0.00	0.00	1,473.57	0.00	1,526.43	49.12
TOTAL COMMODITIES	3,000	0.00	0.00	1,473.57	0.00	1,526.43	49.12
TOTAL UTILITY BILLING	30,160	1,302.58	0.00	11,354.92	0.00	18,805.08	37.65

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

401-SEWER FUND
 ADMIN & GENERAL

% OF YEAR COMPLETED: 41.67

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-514-103-0000 Salaries & Wages	70,550	325.00	0.00	1,625.00	0.00	68,925.00	2.30
401-514-104-0000 FICA Tax	5,400	24.84	0.00	124.28	0.00	5,275.72	2.30
401-514-105-0000 Group Health Insurance	0	3.99	0.00	653.59	0.00	(653.59)	0.00
401-514-106-0000 Retirement	6,200	7.95	0.00	43.95	0.00	6,156.05	0.71
401-514-108-0000 Overtime/Extra Help	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONAL SERVICES	82,150	361.78	0.00	2,446.82	0.00	79,703.18	2.98
<u>CONTRACTUAL SERVICES</u>							
401-514-218-0000 Postage	10,000	635.64	0.00	4,124.13	0.00	5,875.87	41.24
401-514-220-0000 Advertising	100	0.00	0.00	0.00	0.00	100.00	0.00
401-514-223-0000 Professional Services	20,000	0.00	0.00	20,969.50	0.00	(969.50)	104.85
401-514-226-0000 Insurance & Bonds	10,000	860.83	0.00	4,272.92	0.00	5,727.08	42.73
401-514-226-0001 Insurances & Bonds/GL	40,000	0.00	0.00	29,948.32	0.00	10,051.68	74.87
401-514-230-0000 Contracted Services	10,000	51.28	0.00	6,786.41	0.00	3,213.59	67.86
401-514-230-0001 Cont Serv/Consent Decre	5,000	0.00	0.00	0.00	0.00	5,000.00	0.00
401-514-232-0000 Bank Charges	50	0.00	0.00	30.00	0.00	20.00	60.00
TOTAL CONTRACTUAL SERVICES	95,150	1,547.75	0.00	66,131.28	0.00	29,018.72	69.50
<u>COMMODITIES</u>							
401-514-341-0000 Supplies & Materials	500	0.00	0.00	54.27	0.00	445.73	10.85
401-514-348-0000 Charges by Other Funds	50,178	4,181.50	0.00	20,907.50	0.00	29,270.50	41.67
401-514-353-0000 Computer Software	12,000	0.00	0.00	13,172.71	0.00	(1,172.71)	109.77
401-514-399-0000 Miscellaneous Expenses	1,000	262.70	0.00	875.57	0.00	124.43	87.56
TOTAL COMMODITIES	63,678	4,444.20	0.00	35,010.05	0.00	28,667.95	54.98
<u>CAPITAL OUTLAY</u>							
401-514-465-0000 Depreciation Expense	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER EXPENDITURES</u>							
401-514-568-0000 Transfers	0	0.00	0.00	0.00	0.00	0.00	0.00
401-514-670-0000 Interest & Penalties	0	0.00	0.00	0.00	0.00	0.00	0.00
401-514-676-0000 Regulatory Commission	12,000	430.00	0.00	705.00	0.00	11,295.00	5.88
401-514-677-0000 R & R Requirement	79,500	6,489.07	0.00	26,702.86	0.00	52,797.14	33.59
401-514-677-0001 SB234 Requirement	168,000	13,527.27	0.00	52,988.91	0.00	115,011.09	31.54
TOTAL OTHER EXPENDITURES	259,500	20,446.34	0.00	80,396.77	0.00	179,103.23	30.98
TOTAL ADMIN & GENERAL	500,478	26,800.07	0.00	183,984.92	0.00	316,493.08	36.76

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: NOVEMBER 30TH, 2025

401-SEWER FUND
 CAPITAL OUTLAY

% OF YEAR COMPLETED: 41.67

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>CONTRACTUAL SERVICES</u>							
401-515-216-0000 Depreciation Acc Mtn Tr	0	0.00	0.00	0.00	0.00	0.00	0.00
401-515-216-0001 Depreciation Acct Mnt/	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	3,198,500	197,798.17	0.00	1,275,306.61	0.00	1,923,193.39	39.87
REVENUE OVER/(UNDER) EXPENDITURES	0	73,978.13	0.00	75,740.07	0.00	(75,740.07)	0.00



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	December 15, 2025
Section:	Unfinished Business
Category:	Action Item
Agenda Item Name:	Rule 42—Sewer Rate Analysis/Study and Preliminary Project Planning for the Wastewater Department
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Continued discussion of present and proposed City of Elkins tariffs involving the Sanitary Fund
Fiscal Impact:	Fiscal impact is explained in an additional comparison presentation prepared by Griffith Associates, LLC (Presented at October 20, 2025 Sanitary Board Meeting)
Recommendation:	Recommendation to present to council to amend and reenact the rates, rules, and regulations for furnishing sewer services at Elkins and vicinity, Randolph County, West Virginia, by increasing the rates charged therefor
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	December 15, 2025
Section:	New Business
Category:	Action Item
Agenda Item Name:	Approval of Sewer Invoices
Recommended By:	Whitney L Hymes - Wastewater Superintendent/Chief Operator
Summary:	No invoices presented for December 2025
Fiscal Impact:	Total= \$0.00
Recommendation:	Consider for Approval
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	December 15, 2025
Section:	New Business
Category:	Action Item
Agenda Item Name:	Approval of Utilizing Executive Secretary Position as Sanitary Board Secretary
Recommended By:	Whitney L. Hymes - Wastewater Superintendent/Chief Operator
Summary:	Utilize the position of executive secretary as the sanitary board secretary. Compensation would be \$75.00/Sanitary Board meeting. The current executive secretary position is filled by Mikalya Goins.
Fiscal Impact:	Compensation would be \$75.00/Sanitary Board Meeting
Recommendation:	Consider for Approval
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	December 15, 2025
Section:	New Business
Category:	Action Item
Agenda Item Name:	Review of 2026 Laboratory Rates
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Review of the current City of Elkins Wastewater Treatment Plant Laboratory Fees. The last increase in analyte fees was in 2021. Prices for materials and contract analysis have increased within the timeframe of the last increase. Asking to increase analyte fees \$2.00 (7.7%) per analyte.
Fiscal Impact:	Implementing a \$2.00 (7.7%) increase on laboratory analyte fees issued by the City of Elkins Wastewater Treatment Plant Laboratory
Recommendation:	Consider for Approval
Attachments:	1. ElkinsWastewaterLaboratoryPriceGuide2026



Elkins Wastewater Plant Laboratory Price Guide

City of Elkins Sanitary Board

Elkins Wastewater Treatment Plant Laboratory
401 Daivs Ave
Elkins, WV 26241
(304) 636-1122

Statement of Work (SOW) for Agreement to Perform Consulting Laboratory Services
Updated 1/1/2026

DATE	SERVICES PERFORMED BY:	CONTACTS
2023	Elkins Wastewater Plant Laboratory Laboratory Cert #: 165 5 Riverbend Road Elkins, WV 26241 PH: (304) 636-1122 EMAIL: ewwtplab@cityofelkinswv.gov	Whitney L. Hymes City of Elkins Wastewater Superintendent/Chief Operator whymes@cityofelkinswv.gov Brian L. Jenkins City of Elkins Laboratory Manager bjenkins@cityofelkinswv.gov

This SOW is subject to the terms and conditions contained in the agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this agreement, the terms of this SOW shall govern and prevail.

Period of performance

The services shall commence on January 1, 2026 per City of Elkins Sanitary Board Approval. (Elkins Wastewater Plant Laboratory Price Guide Approved at the December 15, 2025 Elkins Sanitary Board Meeting)

Scope of work

Laboratory shall provide the services and deliverable (s) as follows:

Analysis of Nonpotable Water Inorganic Nonmetals and Nonpotable Water Microbiology Parameters as Certified through the West Virginia Department of Environmental Protection. Issuing contract analysis on other necessary wastewater samples.



Laboratory Responsibilities

Lab shall:

- a. Perform its services in accordance with generally accepted analytical and environmental laboratory practices and professionally recognized standards.
- b. Identify on quotation if services will be sent to another Lab location or to a third party.
- c. Promptly notify Client of any:
 - i. Missing sample or otherwise compromised sample(s)
 - ii. Significant delays or other issues affecting Lab's services, or
 - iii. Subpoena or similar demand for Lab compliance
- d. Maintain high-quality services.
- e. Prepare and keep accurate records.
- f. Obtain/maintain any permit(s), license(s), or certification(s).
- g. Charge its fees on a net 30 basis (unless otherwise agreed).
- h. Invoice Client for each sample or SDG as reported.
- i. Assume risk of loss or damage to any Client sample(s) upon SDA.
- j. Initiate analysis within established holding times – so long as SDA occurred within 48 hours of collection or the first half of the maximum allowed holding time.
- k. Indemnify Client for any claims, damages, losses, expenses, etc. to the extent they were caused by Lab's breach of these Terms, negligence or willful misconduct, or the negligence and willful misconduct of persons for whom Lab is legally responsible.
- l. Warrant the results, with the express understanding that this warranty is exclusive and does not extend to any merchantability or fitness for a particular purpose.

Client responsibilities

- 1) To initiate Lab's services, Client must reference a quotation number (if applicable) and complete one of the following steps:
 - a) Submit a completed purchase order by:
 - i. hand (i.e., in person)
 - ii. mail, or
 - iii. e-mails; or
 - b) Place an order by:
 - i. telephone
 - ii. e-mail, or
 - iii. delivering a sample (or SDG) to Lab and completing the COC



- 2) Subject to occasional, mutually agreed-upon exceptions, Client must give five (5) days' prior notice for each sample delivery and provide the following information:
 - a) Name of the responsible project manager
 - b) Name of the person submitting the sample
 - c) Name/location of collection site
 - d) Date and time of collection
 - e) Specific testing being requested, and
 - f) Sufficient details about reporting requirement(s).

- 3) Client shall also:
 - a) Remain liable for any loss or damage to sample(s) until SDA (including that which may occur because of third-party shipping delays)
 - b) Pay all invoices in full on a net 30 basis or as otherwise agreed in writing
 - c) Notify Lab about any disputed charges or results within 30 days of receiving applicable invoice
 - d) Reimburse Lab for any costs related to delinquent payments
 - e) Pay for any services it orders on any already analyzed sample
 - f) Obtain Lab's written consent before assigning billing or payment of Lab services to any third party, (failure to do so shall mean Client remains responsible for the payment of any outstanding balance)
 - g) Refrain from using any of Lab's supplies (e.g., containers) in connection with any non-Lab work
 - h) Ensure that any sample(s) containing any known hazardous substance is (are) labeled, packaged, manifested, transported, and delivered to Lab in accordance with all applicable regulations
 - i) Obtain Lab's prior written consent before publishing Lab's name and/or any data
 - j) Reimburse Lab for any out-of-scope services and related expenses (e.g., defending its analytical results or responding to a subpoena for documents and/or expert testimony)
 - k) Excuse Lab for any failure or delay in its performance caused by someone or something outside its control, e.g., a third party or "Force Majeure" event or circumstance, such as natural disasters or government shutdowns; and
 - l) Accept responsibility for any claims, damages, losses, expenses*, etc. to the extent caused by Client's: breach of these Terms; negligence or willful misconduct (includes Client's use of Lab data for anything other than the specific purpose for which it was intended), or violation of applicable laws.

Laboratory's Discretionary Actions

Lab may:

- 1) Cease all services, including any release of data, if Client does not pay as agreed
- 2) Reject or rescind any SDA if Lab decides sample poses a risk
- 3) Charge or bill Client directly for:
 - a) Any supplies (including containers) that are not used or returned
 - b) Expedited outbound/return shipping for any sample that is not time-sensitive



- c) Disposal of any other sample not been reclaimed within 21 days of Lab's SDA thereof, or as otherwise required. A minimum fee for invoicing and/or handling any sample
- d) A sample that underwent SDA, but was not analyzed, at Client's direction
- e) Additional shipping and handling as deemed necessary
- f) Change in scope and/or rescheduling fees
- g) Minimum fees or additional surcharges as necessary
- h) Reasonable attorneys' fees
- i) Project resampling related to missed deliveries, etc.
- j) Off cycle pricing increase dictated by the market
- k) Any request for re-analysis following release of the report if the results are within the variability of the method (or acceptable parameters)
- 4) Return unused portions of samples found or suspected to be hazardous to Client, at Client's cost.
- 5) Retain Client's unreleased data and/or cancel Client's dropping off samples
- 6) Increase prices on an annual basis to support market-driven cost-increases.

Fee schedule

Elkins Wastewater Treatment Plant Laboratory rates and fees were approved during the December 15, 2025 Elkins Sanitary Board Meeting and can be reevaluated on an annual basis by the Sanitary Board. Please review the additional pricing considerations listed below for more information on contract analysis fees and billing.

QUANTITY	METHOD	PRODUCT	LINE-ITEM DESCRIPTION	SALES PRICE	SUB-TOTAL	TOTAL-PRICE
1	SM4500-NH3 B-2021 SM4500-NH3 C-2021	Ammonia	Distillation and Titrimetric	\$28.00	\$28.00	\$28.00
1	SM2510 B-2021	Specific Conductance	Probe	\$28.00	\$28.00	\$28.00
1	SM5103 B-2016	Oxygen Demand, Biochemical (BOD)	Probe	\$28.00	\$28.00	\$28.00
1	SM4500-O G-2021	Dissolved Oxygen	Probe	\$7.00	\$7.00	\$7.00
1	SM4500-H+ B-2021	pH (Hydrogen Ion)	Electrode	\$7.00	\$7.00	\$7.00
1	SM2540 D-2020	Solid, Suspended (TSS)	Gravimetric	\$28.00	\$28.00	\$28.00
1	SM9222 D-2015	Coliform, Fecal (MF)	Membrane Filter	\$28.00	\$28.00	\$28.00
1	SM9216 C-2004	Heterotrophic Plant Count (HPC)	Spread Plate	\$28.00	\$28.00	\$28.00



Additional Pricing Considerations:

If you have specific questions about any conditions noted below, please contact the Elkins Wastewater Plant Laboratory or Representative.

- Quoted prices include standard Elkins Wastewater Treatment Plant Laboratory QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- A 15% charge is added to all analysis shipped to any contract laboratory to cover cost of material transfer, processing, and shipment.
- TAT (Turn Around Time) is in working days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with the Elkins Wastewater Plant Laboratory representative at time of sample submittal.
- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Identification Number on Chain-of-custody to ensure proper billing.
- Pricing includes standard delivery of bottle/sample kits and coolers.
- If samples are shipped to a certified contract laboratory, a flat contract shipping cost of \$10.00 will be charged.

Elkins Wastewater Plant Laboratory Terms and Conditions

These Standard Terms (Terms) govern all services that the Elkins Wastewater Treatment Plant Laboratory (“Lab”) will perform on behalf of the “Client” and supersede any other written provisions (including purchase/work orders) related to the services, as well as all prior discussions, courses of dealing, and/or performance, unless a separate, executed agreement for the same or similar services already exists between the Lab and Client (collectively “the Parties”), or the Parties subsequently agree to terminate or amend these Terms.

Definitions

- Chain of Custody (COC): A document evidencing the collection, handling, delivery, etc. of a sample or Sample Delivery Group
- Holding Time: The maximum amount of time a sample may be stored before being analyzed.
- Sample Delivery Acceptance (SDA): The date and time when Lab officially receives a sample or Sample Delivery Group, as evidenced by either a notation on the Chain of Custody or an entry in the Lab’s information management system (LIMS).
- Turnaround Time (TAT): The maximum allowable period within which Lab must report out its analytical testing results to Client, calculated from the date of SDA.

Miscellaneous

- 1) *Confidentiality: The Parties agree that they will take all reasonable precautions to prevent the unauthorized disclosure of any proprietary or confidential information of each other and that they will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.*
- 2) *Term: The Parties shall perform the services identified in the applicable purchase order or other agreement until completed or terminated in accordance with the terminations clause in this document.*
- 3) *Termination:*
 - a) *Either party may terminate these Terms upon 30 days' prior written notice*
 - b) *Lab may immediately terminate any breach by Client, including failure to pay within 60days of Lab's dated invoice.*
- 4) *Limitation of Liability:*



- a) *If a court of competent jurisdiction finds that Lab failed to meet applicable standards and if Client suffers damages as a result, Lab's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.*
- b) *This limitation shall not apply to any Client losses arising from Lab's negligence or willful misconduct, so long as Client:*
 - i. *Notifies Lab of any issue within thirty (30) days of receiving applicable invoice, and*
 - ii. *Allows Lab to defend its data, even to a regulatory agency that may have previously rejected same.*
- c) *Notwithstanding the foregoing, neither Lab nor Client shall be liable to the other for special, incidental, consequential, or punitive damages.*
- 5) *Amendment/Change Order: Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties.*
- 6) *Storage of Data: Following final report issuance, Lab will retain back-up data and final test reports for five (5) years in a format from which the data and/or test report can be reproduced.*
- 7) *Non-assignment: Neither party may assign or transfer any right or obligation existing under these Terms without prior written notice to the other party, except that Lab may freely transfer the services to another Lab location or, with Client's permission, subcontract the services to a third-party.*
- 8) *Miscellaneous Provisions:*
 - a) *In the absence of an executed agreement between the Parties, the COC will constitute acceptance of these Terms by Client.*
 - b) *The Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.*
 - c) *The Parties are at all times acting and performing as independent contractors; neither one shall ever be considered an agent, servant, employee, or partner of the other.*
 - d) *These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.*
 - e) *Lab's compliance with a subpoena or other order shall not violate any requirement for confidentiality between the Parties.*
 - f) *If any Term herein is invalidated or deemed unenforceable, it shall not affect the validity or enforceability of the other Terms.*



IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

ELKINS WASTEWATER TREATMENT
PLANT REPRESENTATIVE

CLIENT REPRESENTATIVE

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

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