



City of Elkins

Sanitary Board

January 21, 2026

10:00 AM

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

AGENDA

1. **Call to Order and Roll Call**
2. **Public Comment**
3. **Minutes**
 - a. Proposed minutes for the meeting of December 15, 2025.
4. **Reports**
 - a. Wastewater Superintendent/Chief Operator
 - b. Wastewater Collection Supervisor
 - c. Financial Statements as of December 31, 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. Long-Term Control Plan Updates and Review
7. **Announcements**
8. **Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 21, 2026
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of December 15, 2025.
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Minutes from the December 15, 2025 Sanitary Meeting
Fiscal Impact:	N/A
Recommendation:	Consider for Review and Approval
Attachments:	1. Sanitary Board - 2025_12_15- Minutes_proposed

**SANITARY BOARD
REGULAR MEETING
MINUTES**

*142 Robert E Lee Avenue
Phil Gainer Center
December 15, 2025
10:00 a.m.*

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

Also attending: Whitney Hymes (Wastewater Chief Operator), and Mikayla Goins (Executive Secretary).

Gerry Roberts (City Attorney), Tracy Judy (City Treasurer), and Mark Hartley (Wastewater Collection Supervisor) were absent.

MINUTES

Biller, **MOVED THE APPROVAL OF THE MINUTES OF NOVEMBER 17, 2025, MEETING.** The motion carried.

REPORTS

- a. Whitney Hymes, Wastewater Superintendent/Chief Operator, provided a report.
- b. Mark Hartley, Wastewater Collection Supervisor, absent, no report provided.
- c. Tracy Judy, City Treasurer, provided electronic financial reports for the month of November 2025.

UNFINISHED BUSINESS

- a. **Rule 42 – Sewer Rate Analysis/Study and Preliminary Project Planning for the Wastewater Department**

The Board discussed Rule 42. No action taken.

NEW BUSINESS

- a. **Approval of Sewer Invoices**

There were no invoices to approve at this meeting.

- b. **Approval of Utilizing Executive Secretary Position as Sanitary Board Secretary**

Carr, **MOVED APPROVAL OF EXECUTIVE SECRETARY AS SANITARY BOARD SECRETARY AT A PAY RATE OF \$75 PER MEETING.** The motion carried.

- c. **Review of 2026 Laboratory Rates**

Biller, **MOVED APPROVAL OF 2026 LABORATORY RATES.** The motion carried.

The meeting was adjourned at 10:12 a.m.

The foregoing minutes were approved at the meeting of _____, 2026 Sanitary Board meeting.

Name & Title

Signature



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 21, 2026
Section:	Reports
Category:	Presentation
Agenda Item Name:	Wastewater Superintendent/Chief Operator
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Wastewater Superintendent/Chief Operator Report
Fiscal Impact:	N/A
Recommendation:	Presentation
Attachments:	1. Superintendent Report 1-21-2026

CITY OF ELKINS-SANITARY BOARD

WASTEWATER SUPERINTENDENT/CHIEF OPERATOR REPORT

Date: January 21, 2026

Time: 10:00AM

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

APPRENTICESHIP GRANT UPDATE

- Extension of application process was completed to receive more applicants. Meeting with Department of Labor representative on 1/12/2026 (Monday) who provided additional connections to the Randolph County Housing Authority YouthBuild, Randolph County Housing Authority WORC Program, and the American Job Center located in Elkins to help recruit potential candidates.

LONG TERM CONTROL PLAN (LTCP)

- Superintendent was contacted by EPA Representative, Steven Maslowski. Spoke with EPA representative on 1/9/2026 (Friday) concerning the status of the LTCP and Elkins' future plans. Consent Decree revisions are currently being reviewed with a draft possibly being submitted later in the year for review. Environmental legal counsel, Armando Benincasa-Steptoe and Johnson, was notified on 1/9/2026 (Friday) concerning meeting details with EPA. Procurement rules and LTCP were discussed with Armando Benincasa and Todd Swanson (Steptoe & Johnson) on 1/12/2026 (Monday).

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.

VACANCY IN WASTEWATER TREATMENT DEPARTMENT

- Currently, the Wastewater Treatment Department, has a vacancy. The position is going to be held until after review of the FY2027 Budget and posted later in the year.

SERVICE LINE PROGRAM BY HOMESERVE

BACKGROUND: The Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. The program will help the City of Elkins, WV to achieve its goals by:

- Providing homeowners with affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes– this includes replacement of lead and copper lines when discovered during a repair.
- Providing exemplary service that reflects positively on the City.
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The City can elect to receive a royalty of 10% of the payments of plan fees received from customers who enroll for the duration of the program.

Online meeting to discuss details is scheduled for January 22, 2026 @ 10:00AM.





CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 21, 2026
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:	January 21, 2026
Section:	Reports
Category:	Presentation
Agenda Item Name:	Financial Statements as of December 31, 2025
Recommended By:	Tracy Judy-Treasurer
Summary:	Treasurer Report
Fiscal Impact:	N/A
Recommendation:	Presentation
Attachments:	1. Sewer December 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	\$271,902.38	\$256,233.90							\$100,297.11	\$1,607,406.66
Expenses														
	\$252,414.52	\$275,292.22	\$274,824.60	\$274,977.10	\$215,983.35	\$213,617.76								\$1,507,109.55

Bank Balances as of 12/31/2025

Cash Account \$332,807.92
 Depreciation Account \$222,395.16
 O&M Account \$684,748.28

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

401-SEWER FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	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	1,642.64	0.00	14,637.41	0.00	17,362.59	45.74
CHARGES FOR SERVICES	2,998,000	240,736.37	0.00	1,502,509.21	0.00	1,495,490.79	50.12
MISCELLANEOUS REVENUE	168,500	13,854.89	0.00	90,260.04	0.00	78,239.96	53.57
TOTAL REVENUE	3,198,500	256,233.90	0.00	1,607,406.66	0.00	1,591,093.34	50.26
<u>EXPENDITURE SUMMARY</u>							
CSO	58,330	2,626.23	0.00	24,547.74	0.00	33,782.26	42.08
CSO-OTHER	184,860	12,303.68	0.00	80,241.61	0.00	104,618.39	43.41
SEWER COLLECTION	1,050,381	56,358.72	0.00	471,767.82	0.00	578,613.18	44.91
SEWER TREATMENT	1,374,291	98,853.21	0.00	691,467.74	0.00	682,823.26	50.31
UTILITY BILLING	30,160	1,868.07	0.00	13,297.67	0.00	16,862.33	44.09
ADMIN & GENERAL	500,478	41,607.85	0.00	225,786.97	0.00	274,691.03	45.11
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	3,198,500	213,617.76	0.00	1,507,109.55	0.00	1,691,390.45	47.12
REVENUE OVER/(UNDER) EXPENDITURES	0	42,616.14	0.00	100,297.11	0.00	(100,297.11)	0.00

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

401-SEWER FUND

% OF YEAR COMPLETED: 50.00

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	1,642.64	0.00	14,637.41	0.00	17,362.59	45.74
TOTAL TAXES	32,000	1,642.64	0.00	14,637.41	0.00	17,362.59	45.74
<u>CHARGES FOR SERVICES</u>							
401-000-361-0000 Metered Sales to Res Cu	1,350,000	106,354.94	0.00	674,518.09	0.00	675,481.91	49.96
401-000-361-0001 Metered Sales to Comm C	1,180,000	96,986.47	0.00	598,210.29	0.00	581,789.71	50.70
401-000-361-0002 Unmetered Sales to Res	15,000	1,017.82	0.00	7,540.20	0.00	7,459.80	50.27
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	36,377.14	0.00	222,240.63	0.00	227,759.37	49.39
TOTAL CHARGES FOR SERVICES	2,998,000	240,736.37	0.00	1,502,509.21	0.00	1,495,490.79	50.12
<u>MISCELLANEOUS REVENUE</u>							
401-000-380-0000 Interest Earned	9,000	900.90	0.00	6,681.91	0.00	2,318.09	74.24
401-000-381-0000 Reimbursements	3,000	316.67	0.00	1,263.11	0.00	1,736.89	42.10
401-000-382-0000 Refunds & Rebates	2,500	0.00	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	1,503.10	0.00	6,183.27	0.00	7,816.73	44.17
401-000-399-0001 Lab Analysis Services	140,000	9,494.22	0.00	67,999.50	0.00	72,000.50	48.57
401-000-399-0002 Sludge	0	1,640.00	0.00	4,544.00	0.00	(4,544.00)	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	13,854.89	0.00	90,260.04	0.00	78,239.96	53.57
TOTAL REVENUE	3,198,500	256,233.90	0.00	1,607,406.66	0.00	1,591,093.34	50.26

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

401-SEWER FUND
 CSO

% OF YEAR COMPLETED: 50.00

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	1,722.41	0.00	11,085.51	0.00	12,064.49	47.89
401-509-104-0000 FICA Tax	1,800	132.40	0.00	856.33	0.00	943.67	47.57
401-509-105-0000 Group Health Insurance	8,800	545.99	0.00	3,275.95	0.00	5,524.05	37.23
401-509-106-0000 Retirement	2,080	160.83	0.00	1,039.55	0.00	1,040.45	49.98
401-509-108-0000 Overtime/Extra Help	<u>1,500</u>	<u>64.60</u>	<u>0.00</u>	<u>465.00</u>	<u>0.00</u>	<u>1,035.00</u>	<u>31.00</u>
TOTAL PERSONAL SERVICES	37,330	2,626.23	0.00	16,722.34	0.00	20,607.66	44.80
<u>CONTRACTUAL SERVICES</u>							
401-509-216-0000 Maint of CSO Equipment	10,000	0.00	0.00	7,101.12	0.00	2,898.88	71.01
401-509-217-0000 Maint Repair Autos & Tr	<u>1,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,000.00</u>	<u>0.00</u>
TOTAL CONTRACTUAL SERVICES	11,000	0.00	0.00	7,101.12	0.00	3,898.88	64.56
<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	<u>2,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00</u>
TOTAL COMMODITIES	10,000	0.00	0.00	724.28	0.00	9,275.72	7.24
TOTAL CSO	58,330	2,626.23	0.00	24,547.74	0.00	33,782.26	42.08

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

401-SEWER FUND
 CSO-OTHER

% OF YEAR COMPLETED: 50.00

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	8,844.69	0.00	57,430.68	0.00	64,989.32	46.91
401-510-104-0000 FICA Tax	9,370	672.13	0.00	4,457.86	0.00	4,912.14	47.58
401-510-105-0000 Group Health Insurance	33,000	1,902.45	0.00	11,414.62	0.00	21,585.38	34.59
401-510-106-0000 Retirement	10,070	755.67	0.00	4,892.62	0.00	5,177.38	48.59
401-510-108-0000 Overtime/Extra Help	10,000	128.74	0.00	2,045.83	0.00	7,954.17	20.46
TOTAL PERSONAL SERVICES	184,860	12,303.68	0.00	80,241.61	0.00	104,618.39	43.41
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TOTAL CSO-OTHER	184,860	12,303.68	0.00	80,241.61	0.00	104,618.39	43.41

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

401-SEWER FUND
 SEWER COLLECTION

% OF YEAR COMPLETED: 50.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
PERSONAL SERVICES							
401-511-103-0000 Salaries & Wages	122,420	8,844.77	0.00	57,431.09	0.00	64,988.91	46.91
401-511-104-0000 FICA Tax	9,370	672.06	0.00	4,457.58	0.00	4,912.42	47.57
401-511-105-0000 Group Health Insurance	33,000	2,314.59	0.00	29,637.62	0.00	3,362.38	89.81
401-511-106-0000 Retirement	10,070	755.64	0.00	4,892.59	0.00	5,177.41	48.59
401-511-108-0000 Overtime/Extra Help	10,000	128.77	0.00	2,046.08	0.00	7,953.92	20.46
TOTAL PERSONAL SERVICES	184,860	12,715.83	0.00	98,464.96	0.00	86,395.04	53.26
CONTRACTUAL SERVICES							
401-511-211-0000 Telephone	3,000	0.00	0.00	1,558.02	0.00	1,441.98	51.93
401-511-213-0000 Utilities/Purchased Pow	108,000	40.02	0.00	36,682.26	0.00	71,317.74	33.97
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	685.00	0.00	19,796.52	0.00	40,203.48	32.99
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	0.00	0.00	2,258.59	0.00	7,741.41	22.59
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	4,338.53	0.00	15,661.47	21.69
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	725.02	0.00	67,308.76	0.00	148,691.24	31.16
COMMODITIES							
401-511-341-0000 Supplies & Materials	45,000	0.00	0.00	20,684.82	0.00	24,315.18	45.97
401-511-343-0000 Automobile Supplies	10,000	0.00	0.00	7,586.70	0.00	2,413.30	75.87
401-511-345-0000 Uniforms	5,100	0.00	0.00	1,622.58	0.00	3,477.42	31.82
401-511-399-0000 Miscellaneous	10,000	0.00	0.00	682.58	0.00	9,317.42	6.83
TOTAL COMMODITIES	70,100	0.00	0.00	30,576.68	0.00	39,523.32	43.62
CAPITAL OUTLAY							
401-511-457-0000 Wastewater Garage	17,103	2,850.44	0.00	9,976.54	0.00	7,126.46	58.33
401-511-458-0000 Bond Payable S-1-09-A-R	33,965	2,830.41	0.00	16,982.46	0.00	16,982.54	50.00
401-511-458-0001 Bond Payable S-1-15-A-R	87,233	7,269.39	0.00	43,616.34	0.00	43,616.66	50.00
401-511-458-0003 Bond Payable S-1-20-A-R	321,412	26,784.32	0.00	160,705.92	0.00	160,706.08	50.00
401-511-458-0004 Bond Payable S-2-20-A-R	31,442	2,620.15	0.00	15,720.90	0.00	15,721.10	50.00
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	3,378.96	0.00	3,379.04	50.00
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	18,537.06	0.00	31,462.94	37.07
401-511-459-0004 Wastewater Garage	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	569,421	42,917.87	0.00	275,383.03	0.00	294,037.97	48.36
OTHER EXPENDITURES							
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	56,358.72	0.00	471,767.82	0.00	578,613.18	44.91

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

401-SEWER FUND
 SEWER TREATMENT

% OF YEAR COMPLETED: 50.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
PERSONAL SERVICES							
401-512-103-0000 Salaries & Wages	222,520	25,297.43	0.00	156,038.72	0.00	66,481.28	70.12
401-512-104-0000 FICA Tax	17,830	1,972.99	0.00	12,198.67	0.00	5,631.33	68.42
401-512-105-0000 Group Health Insurance	52,340	4,555.39	0.00	37,715.33	0.00	14,624.67	72.06
401-512-106-0000 Retirement	18,200	2,263.24	0.00	13,583.46	0.00	4,616.54	74.63
401-512-108-0000 Overtime/Extra Help	10,500	850.40	0.00	5,479.63	0.00	5,020.37	52.19
TOTAL PERSONAL SERVICES	321,390	34,939.45	0.00	225,015.81	0.00	96,374.19	70.01
CONTRACTUAL SERVICES							
401-512-211-0000 Telephone	2,500	0.00	0.00	76.48	0.00	2,423.52	3.06
401-512-213-0000 Utilities/Purchased Pow	180,000	0.00	0.00	82,300.52	0.00	97,699.48	45.72
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	8,368.95	0.00	11,354.91	0.00	43,645.09	20.65
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	0.00	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	54.52	0.00	395.48	12.12
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	1,684.60	0.00	184.60	112.31
401-512-230-0000 Contracted Services	80,000	8,354.37	0.00	31,123.44	0.00	48,876.56	38.90
TOTAL CONTRACTUAL SERVICES	353,050	16,723.32	0.00	130,283.11	0.00	222,766.89	36.90
COMMODITIES							
401-512-341-0000 Supplies & Materials	34,138	0.00	0.00	15,921.00	0.00	18,217.00	46.64
401-512-341-0001 Supplies & Matls Chemic	20,000	0.00	0.00	15,080.21	0.00	4,919.79	75.40
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	0.00	0.00	5,678.39	0.00	4,321.61	56.78
401-512-345-0000 Uniforms	5,000	0.00	0.00	1,569.24	0.00	3,430.76	31.38
401-512-399-0000 Miscellaneous	0	0.00	0.00	40.00	0.00	40.00	0.00
TOTAL COMMODITIES	79,138	0.00	0.00	38,288.84	0.00	40,849.16	48.38
CAPITAL OUTLAY							
401-512-459-0000 Bond Payable S-1-06-A-R	563,268	46,939.02	0.00	281,634.12	0.00	281,633.88	50.00
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	251.42	0.00	4,769.08	0.00	3,942.92	54.74
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	47,190.44	0.00	291,494.29	0.00	310,218.71	48.44
OTHER EXPENDITURES							
401-512-670-0000 Interest & Penalties	19,000	0.00	0.00	6,385.69	0.00	12,614.31	33.61
TOTAL OTHER EXPENDITURES	19,000	0.00	0.00	6,385.69	0.00	12,614.31	33.61
TOTAL SEWER TREATMENT	1,374,291	98,853.21	0.00	691,467.74	0.00	682,823.26	50.31

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

401-SEWER FUND
 UTILITY BILLING

% OF YEAR COMPLETED: 50.00

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	1,250.84	0.00	8,063.58	0.00	8,136.42	49.78
401-513-104-0000 FICA Tax	1,050	91.74	0.00	603.10	0.00	446.90	57.44
401-513-105-0000 Group Health Insurance	6,510	404.74	0.00	2,293.72	0.00	4,216.28	35.23
401-513-106-0000 Retirement	1,600	113.25	0.00	730.98	0.00	869.02	45.69
401-513-108-0000 Overtime/ Extra Help	600	7.50	0.00	58.04	0.00	541.96	9.67
TOTAL PERSONAL SERVICES	25,960	1,868.07	0.00	11,749.42	0.00	14,210.58	45.26
<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	1,548.25	0.00	1,451.75	51.61
TOTAL COMMODITIES	3,000	0.00	0.00	1,548.25	0.00	1,451.75	51.61
TOTAL UTILITY BILLING	30,160	1,868.07	0.00	13,297.67	0.00	16,862.33	44.09

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

401-SEWER FUND
 ADMIN & GENERAL

% OF YEAR COMPLETED: 50.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
PERSONAL SERVICES							
401-514-103-0000 Salaries & Wages	70,550	350.00	0.00	1,975.00	0.00	68,575.00	2.80
401-514-104-0000 FICA Tax	5,400	26.72	0.00	151.00	0.00	5,249.00	2.80
401-514-105-0000 Group Health Insurance	0	4.04	0.00	657.63	0.00	657.63	0.00
401-514-106-0000 Retirement	6,200	11.25	0.00	55.20	0.00	6,144.80	0.89
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	392.01	0.00	2,838.83	0.00	79,311.17	3.46
CONTRACTUAL SERVICES							
401-514-218-0000 Postage	10,000	824.20	0.00	4,948.33	0.00	5,051.67	49.48
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	735.83	0.00	5,008.75	0.00	4,991.25	50.09
401-514-226-0001 Insurances & Bonds/GL	40,000	14,974.16	0.00	44,922.48	0.00	4,922.48	112.31
401-514-230-0000 Contracted Services	10,000	51.28	0.00	7,018.51	0.00	2,981.49	70.19
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	16,585.47	0.00	82,897.57	0.00	12,252.43	87.12
COMMODITIES							
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	25,089.00	0.00	25,089.00	50.00
401-514-353-0000 Computer Software	12,000	0.00	0.00	13,186.09	0.00	1,186.09	109.88
401-514-399-0000 Miscellaneous Expenses	1,000	195.25	0.00	1,070.82	0.00	70.82	107.08
TOTAL COMMODITIES	63,678	4,376.75	0.00	39,400.18	0.00	24,277.82	61.87
CAPITAL OUTLAY							
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
OTHER EXPENDITURES							
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	0.00	0.00	705.00	0.00	11,295.00	5.88
401-514-677-0000 R & R Requirement	79,500	6,726.35	0.00	33,429.21	0.00	46,070.79	42.05
401-514-677-0001 SB234 Requirement	168,000	13,527.27	0.00	66,516.18	0.00	101,483.82	39.59
TOTAL OTHER EXPENDITURES	259,500	20,253.62	0.00	100,650.39	0.00	158,849.61	38.79
TOTAL ADMIN & GENERAL	500,478	41,607.85	0.00	225,786.97	0.00	274,691.03	45.11

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

401-SEWER FUND
 CAPITAL OUTLAY

% OF YEAR COMPLETED: 50.00

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	213,617.76	0.00	1,507,109.55	0.00	1,691,390.45	47.12
REVENUE OVER/(UNDER) EXPENDITURES	0	42,616.14	0.00	100,297.11	0.00	(100,297.11)	0.00



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 21, 2026
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 provided at the 1/21/2026 Sanitary Board Meeting
Fiscal Impact:	None
Recommendation:	N/A
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 21, 2026
Section:	New Business
Category:	Action Item
Agenda Item Name:	Long-Term Control Plan Updates and Review
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	<p>Review of past procurement processes and current engineering agreements and discussion on encompassing the LTCP work through said current agreements.</p> <p>The Long Term Control Plan will need to be updated and approved as a condition for the WVDEP funding anticipated for the Georgetown Road Area and Trickett Lane Wastewater Improvements [CEC Project: 345-500 IJDC Project: 2025S-2666]. Attached is Amendment #2 that explains details of the update of the Long Term Control Plan for the fees, detailed scope of services, and times for the performance of the update. Fees for the update of the Long Term Control Plan (LTCP) will be deferred until the construction project is bid, and the project financing is closed. In the event that the project owner chooses not to continue with the project or cannot continue the project, the fees performed to that date will be due to the engineer.</p>
Fiscal Impact:	<p>Agreement Summary: Original agreement amount: \$25,000 Net change for prior amendments: \$583,500 This amendment amount: \$36,000* Adjusted Agreement amount: \$644,500</p> <p>Fees for the update of the Long Term Control Plan (LTCP) will be deferred until the construction project is bid and the project financing is closed. In the event that the project owner (Elkins) chooses not to continue with the project or cannot continue the project, the fees performed to that date will be due to the engineer. (Statement issued in Agreement #2 by Engineer)</p>
Recommendation:	Review and discussion and consideration of approval
Attachments:	1. CECAmendment #2 with Attachments

AMENDMENT #2

TO THE

ENGINEERING AGREEMENT

FOR THE

CITY OF ELKINS

GEORGETOWN ROAD AREA AND TRICKETT LANE

WASTEWATER IMPROVEMENTS

Prepared For:
CITY OF ELKINS
401 DAVIS AVENUE
ELKINS, WEST VIRGINIA 26241

Prepared By:
CIVIL & ENVIRONMENTAL CONSULTANTS, INC.
BRIDGEPORT, WEST VIRGINIA

CEC Project 345-500
(FORMER CEC PROJECT 336-914)
WV IJDC PROJECT 2025S-2666
(FORMER IJDC PROJECT 2025S-2653)

JANUARY 2026



Civil & Environmental Consultants, Inc.

This is **EXHIBIT K**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 2024.

**AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 2**

The Effective Date of this Amendment is: January 2026.

Background Data:

Effective Date of Owner-Engineer Agreement: August 2024

Owner: City of Elkins, WV.

Engineer: Civil & Environmental Consultants, Inc. (CEC)

Project: Georgetown Road Area and Trickett Lane Wastewater Improvements

Nature of Amendment:

Additional Services to be performed by Engineer.

Modifications of payment to Engineer.

Description of Modifications:

See the attached summary of additional services.

The Long Term Control Plan will need to be updated and approved as a condition for the WVDEP funding anticipated for this project. See the attached Proposal from CEC dated September 22, 2025 for the Update of the Long Term Control Plan for the fees, detailed scope of services, and times for the performance of the Update. Fees for the Update of the Long Term Control Plan will be deferred until the Construction Project is bid and the Project Financing is closed. In the event that the Project Owner chooses not to continue with the Project or cannot continue the project, the fees performed to that date will be due to the Engineer.

Agreement Summary:

Original agreement amount:	\$	<u>\$25,000</u>
Net change for prior amendments:	\$	<u>\$583,500</u>
This amendment amount:	\$	<u>\$36,000*</u>
Adjusted Agreement amount:	\$	<u>\$644,500</u>

*See attached proposal dated September 22, 2025.

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

City of Elkins

Civil & Environmental Consultants, Inc.

By: _____

By: _____

Print name: Jerry Marco

Print name: Steven V. Buchanan, PE, PS

Title: Mayor

Title: Principal

Date Signed: _____

Date Signed: _____

CITY OF ELKINS
GEORGETOWN ROAD AREA AND TRICKETT LANE WASTEWATER IMPROVEMENTS

CEC PROJECT NO. 345-500 WV IJDC PROJECT NO. 20255-2653
JANUARY 13, 2026 - SVB



Civil & Environmental Consultants, Inc.

	PHASE	DESCRIPTION	PLANNING AGREEMENT	AMENDMENT #1	AMENDMENT #2	TOTAL	
BASIC SERVICES	STUDY AND REPORT	PLANNING	\$25,000.00	\$0.00		\$25,000.00	
	PRELIMINARY DESIGN	ENGINEERING DESIGN	\$0.00	\$130,000.00		\$130,000.00	
	FINAL DESIGN	ENGINEERING DESIGN	\$0.00	\$65,000.00		\$65,000.00	
	BIDDING	BIDDING AND NEGOTIATION PHASE	\$0.00	\$15,000.00		\$15,000.00	
	CONSTRUCTION	ENGINEERING DURING CONSTRUCTION	\$0.00	\$40,000.00		\$40,000.00	
		CONSTRUCTION SURVEYS (BASELINES AND BENCHMARKS)					
	POST-CONSTRUCTION	RECORD DRAWINGS	\$0.00	\$7,500.00		\$7,500.00	
		CERTIFICATE AND WARRANTY					
1 YEAR CONTINUING SERVICES							
TOTAL BASIC SERVICES			\$25,000.00	\$257,500.00	\$0.00	\$282,500.00	
RPR	CONSTRUCTION	RESIDENT PROJECT REPRESENTATION	\$0.00	\$125,000.00	\$0.00	\$125,000.00	
ESTIMATE OF RPR HOURLY BASIS AND REIMBURSABLE EXPENSE BASIS		NUMBER OF 40 HOUR WORK WEEKS	0	22	0		
		AVERAGE RPR HOURLY RATE	\$0.00	\$110.00	\$0.00		
		RPR SUBTOTAL	\$0.00	\$96,800.00	\$0.00		
		ESTIMATED REIMBURSABLE EXPENSES		\$28,200.00	\$0.00		
SPECIAL OR ADDITIONAL SERVICES	STUDY AND REPORT	PRELIMINARY SURVEYS	\$0.00			\$0.00	
		FUNDING APPLICATIONS	\$0.00	\$20,000.00		\$20,000.00	
		USACE ENVIRONMENTAL ASSESSMENT	\$0.00	\$80,000.00		\$80,000.00	
		FLOW MONITORING	\$0.00			\$0.00	
		SMOKE TESTING AND SEWER CAMERA INVESTIGATION	\$0.00			\$0.00	
		UPDATE OF LONG TERM CONTROL PLAN	\$0.00		\$36,000.00	\$36,000.00	
		GEOGRAPHICAL INFORMATION SYSTEMS	\$0.00			\$0.00	
		I&I INVESTIGATION (PLANNING)	\$0.00			\$0.00	
		ENVIRONMENTAL CLEARANCES	\$0.00			\$0.00	
		LEAK DETECTION SERVICES	\$0.00			\$0.00	
		PREPARATION OF FACILITY PLAN	\$0.00			\$0.00	
		LONG TERM CONTROL PLAN	\$0.00			\$0.00	
	PRELIMINARY AND FINAL DESIGN	CONTROL SURVEYS	\$0.00			\$0.00	
		HYDROGRAPHIC SURVEYS	\$0.00			\$0.00	
		BELOW GROUND MINE SURVEYS	\$0.00			\$0.00	
		TOPOGRAPHIC SURVEY (DESIGN)	\$0.00			\$0.00	
		LAND SURVEYS AND EASEMENT PREPARATION	\$0.00	\$10,000.00		\$10,000.00	
		ECOLOGICAL SERVICES - PERMITTING & CLEARANCES	\$0.00			\$0.00	
		SUBSURFACE INVESTIGATIONS	\$0.00			\$0.00	
		LAND AND RIGHTS-OF-WAY ACQUISITION	\$0.00			\$0.00	
		I&I INVESTIGATION (DESIGN)	\$0.00			\$0.00	
		ARCHITECTURAL SERVICES	\$0.00			\$0.00	
		AERIAL MAPPING AND TOPOGRAPHIC SURVEY	\$0.00	\$20,000.00		\$20,000.00	
		CONSTRUCTION	PRE-CONSTRUCTION VIDEO TAPING	\$0.00			\$0.00
	CONSTRUCTION STAKEOUT		\$0.00			\$0.00	
	O&M MANUALS		\$0.00	\$5,000.00		\$5,000.00	
	I&I INVESTIGATION (POST CONSTRUCTION)		\$0.00			\$0.00	
	FIELD TESTING		\$0.00			\$0.00	
	LAB TESTING		\$0.00			\$0.00	
	DEMONSTRATION AND INSTRUCTION VIDEO RECORDING		\$0.00			\$0.00	
	AMERICAN IRON AND STEEL IMPLEMENTATION		\$0.00	\$3,000.00		\$3,000.00	
	BUILD AMERICA, BUY AMERICA ACT IMPLEMENTATION		\$0.00	\$3,000.00		\$3,000.00	
	ASSET MANAGEMENT PLAN		\$0.00	\$60,000.00		\$60,000.00	
	POST-CONSTRUCTION	RECORD DRAWING SURVEYING	\$0.00			\$0.00	
	TOTAL SPECIAL OR ADDITIONAL SERVICES			\$0.00	\$201,000.00	\$36,000.00	\$237,000.00
	TOTALS			\$25,000.00	\$583,500.00	\$36,000.00	\$644,500.00
	CUMULATIVE TOTALS			\$25,000.00	\$608,500.00	\$644,500.00	\$644,500.00

September 22, 2025

Ms. Whitney L. Hymes
Wastewater Superintendent/Chief Operator/Laboratory Manager
City of Elkins
401 Davis Avenue
Elkins, West Virginia 26241

Dear Whitney:

Subject: Proposal for a Limited Update/Amendment of the Draft Long-Term Control Plan
City of Elkins, Randolph County, West Virginia
CEC Project 356-018

Civil & Environmental Consultants, Inc. (CEC) is pleased to provide the City of Elkins (City or Elkins) with this proposal for professional engineering services for a Limited Update/Amendment of the Draft Long-Term Control Plan (DLTCP) prepared by Burgess and Niple, Inc. dated February 2024.

PROJECT UNDERSTANDING

CEC understands that the agencies reviewing and approving the DLTCP are requiring more detailed evaluations of alternatives for capturing and treating discharges from the City's 14 active combined sewer overflows (CSOs) to compare them to the recommended separation alternatives proposed in the DLTCP.

The goal of our work will be to determine the most cost-effective method(s) for capturing and treating discharges from the CSOs to meet one (1) of the criteria under the "Presumption Approach" which is "... the capture for treatment of no less than 85 percent by volume of the combined sewage collected in the combined sewer system during precipitation events on a system-wide annual average basis."

To do so, Elkins will provide the following to CEC for use its use in evaluating certain other alternatives:

1. Digital copies of the Discharge Monitoring Reports (DMRs) for the Wastewater Treatment Plant (WWTP) over the same five (5) - year period as the City's CSO Summary Reports.
2. Five (5) years of the City's CSO Summary Reports in Excel Format over the same five (5) - year period as the DMRs for the WWTP.
3. A copy of the DLTCP.
4. Access to the City's sewer online ArcGIS system.
5. Assistance from the City's staff in field reviewing existing CSOs and pump stations to aid CEC in developing a schematic system map to clarify the relationship between the City's pump stations and CSOs.
6. A confirmatory review by Elkins of the said schematic system map that CEC will prepare.
7. Assistance in any and all matters related to the subject at hand.

1.0 SCOPE OF SERVICES

1.1 Analyze the Daily Discharge Volumes from the WWTP

Purpose: The purpose of this task is to analyze the daily discharge volumes from the WWTP. This will establish the daily dry weather flow volume at the WWTP and allow for the computation of the wet weather combined sewage flows captured and treated at the WWTP. This will be performed for each of the five (5), one (1) - year periods for the data provided in the DMRs.

Scope of Services:

- CEC will prepare spreadsheets from the DMR data relating the daily discharge volumes to the daily precipitation in inches.
- CEC will prepare graphs from the spreadsheets relating the daily discharge volumes to the daily precipitation in inches. CEC will establish a best fit equation (highest R^2 value) for the data. The dry weather flow will be established at zero inches (0") precipitation.
- The computed dry weather flow will be used in the spreadsheets to compute the annual volume of wet weather combined sewage flows captured and treated at the WWTP.

1.2 Analyze the Daily Discharges Volumes from the CSOs

Purpose: The purpose of this task is to analyze the discharge volumes from each of the CSOs individually and for all the CSO's combined. This will be performed for each of the five (5), one (1) - year periods for the data provided in the CSO Summary Reports.

Scope of Services:

- CEC will prepare spreadsheets from the CSO Summary Reports relating the daily discharge volumes to daily precipitation in inches for each of the CSOs individually and for all the CSO's combined.
- CEC will use this data in combination with the annual volume of wet weather combined sewage flows captured and treated at the WWTP under 1.1 Analyze the Daily Discharge Volumes from the WWTP scope Item bullet point three (3) to compute the percentage of the annual volume of wet weather combined sewage flows historically captured and treated at the WWTP.
- The computed percentage will be averaged over the five (5), one (1) - year periods for comparison to the targeted 85 percent minimum.
- CEC will prepare graphs from the spreadsheets relating the CSO discharge volumes to precipitation at each of the CSOs. CEC will establish a best fit equation (highest R^2 value) for the data.

1.3 Analyze Alternative Methods to Capture and Treat Additional CSO Discharge Volumes

Purpose: The purpose of this task is to use the graphs and best fit equations prepared in 1.2 Analyze the Daily Discharges Volumes from the CSOs scope bullet point four (4) to analyze the CSOs

individually, in designated groupings, and/or in total, as necessary, to propose and analyze alternative methods to capture and treat additional discharge volumes to meet the targeted 85% minimum.

Scope of Services: CEC will use the graphs and best fit equations prepared in 1.2 Analyze the Daily Discharges Volumes from the CSOs scope bullet point four (4) to analyze the CSOs individually, in designated groupings, and/or in total, as necessary, to propose and analyze alternative methods to capture and treat additional discharge volumes to meet the targeted 85% minimum.

The analyses will include estimations of the amount of discharge volumes that could be captured and treated under various alternatives and provide opinions of the total project cost for the various alternatives.

Recommendations will be made.

1.4 Reporting

Purpose: The purpose of this task is to report on the results of CEC's work.

Scope of Services: CEC will report the results of its work in an Update/Amendment to the DLTCP. CEC will not rewrite the DLTCP that was prepared by Burgess and Niple, Inc.

1.5 Site Visits, Meetings and Phone Calls

Purpose: The purpose of this task is to make site visits, attend meetings, and participate in phone calls as necessary during the course of our work on this project.

Scope of Services: CEC will make site visits, attend meetings, and participate in phone calls as necessary during the course of our work on this project. This work will be on a time and materials basis that will include, but not limited to, hours utilized at our hourly rates and vehicular mileage reimbursed at the Government Rate which is currently \$0.70 per mile.

2.0 EXCLUSIONS

The following services and fees that are specifically excluded from this proposal include, but not limited to, the following:

- A rewriting of the DLTCP prepared by Burgess and Niple, Inc.

3.0 ESTIMATED FEES

<u>Task No(s).</u>	<u>Estimated Fee</u>	<u>Basis of Payment</u>
1.1 to 1.4	\$30,000.00	Lump Sum
1.5	\$6,000.00	<u>Time and Material</u>
TOTAL ESTIMATED FEE	\$36,000.00	

A Technology and Office Service Fee, equivalent to 3% of professional fees, is included in our estimate for project expenses associated with software, computer technology, and incidental office expenses. Reimbursable and time and material expenses will be invoiced at cost plus a 12% administrative fee.

4.0 ANTICIPATED SCHEDULE


Pending the receipt of timely submission of vendor provided budgetary information for various treatment technologies, we anticipate completing the work within 90 days after Notice to Proceed.


5.0 CLOSING

Thank you for the opportunity to provide this proposal. Please contact Steve Buchanan at (304) 841-2733 or sbuchanan@cecinc.com with any questions or comments.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.


Travis W. Adams
Senior Project Manager


Steven V. Buchanan, PE, PS
Principal

Enclosures: Terms and Conditions

CEC's Schedule of Terms and Conditions, which governs the proposed work, is attached. CEC's proposal is valid for thirty (30) days from the date of the proposal, after which time the validity may only be extended with CEC's consent. CEC reserves the right to revise, adjust or withdraw this proposal if not accepted by the City of Elkins within thirty (30) days of the date of the proposal. Your written acceptance below will form a binding contract pursuant to the attached Terms and Conditions. The individual signing below warrants that they have authority to sign and execute this Agreement on behalf of the City of Elkins.

CEC Project 356-018, dated September 22, 2025
ACCEPTED BY: CITY OF ELKINS

Signature: _____ Date: _____

Name: _____ Title: _____

1. AGREEMENT

The following terms and conditions ("TERMS") shall apply to and are an integral part of the attached proposal ("PROPOSAL") between Civil & Environmental Consultants, Inc. ("CEC") and the client ("CLIENT") named in the attached PROPOSAL. CLIENT's acceptance of the PROPOSAL includes acceptance of these TERMS and acceptance of this PROPOSAL shall form the entire agreement between the parties ("AGREEMENT"). In the event of a conflict or inconsistency between these TERMS and the PROPOSAL or any other document provided by CLIENT, these TERMS shall take precedence.

2. STANDARD OF CARE

CEC shall perform its services consistent with the professional skill and care ordinarily provided by professionals, such as CEC, practicing in the same or similar locality under the same or similar circumstances and in effect at the time of performance, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent professional services provider. CEC provides no warranties or guarantees whether express or implied.

3. SITE ACCESS, SITE CONDITIONS AND SUBSURFACE FEATURES

CLIENT will grant or obtain free access to the site for all equipment and personnel for CEC to perform the services set forth in this AGREEMENT.

The CLIENT is responsible for the accuracy of locations for all subsurface structures and utilities. CEC will take reasonable precautions to avoid known subsurface structures, and the CLIENT waives any claim against CEC, and agrees to defend, indemnify, and hold CEC harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subsurface structures and utilities not identified or accurately located. In addition, CLIENT agrees to reimburse CEC for time and expenses incurred by CEC in defense of any such claim based upon CEC's current fee schedule and expense reimbursement policy.

The CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretation, and recommendations by CEC will be based solely on information available to CEC. CEC is responsible for the data, interpretations, and recommendations based on its services, but will not be responsible for other parties' interpretations or use of the information developed.

4. BIOLOGICAL POLLUTANTS, HAZARDOUS MATERIALS AND HAZARDOUS CONDITIONS

CLIENT warrants that a reasonable effort to investigate and inform CEC of known or suspected Biological Pollutants, Hazardous Materials and hazardous conditions on or near the site has been made by the CLIENT. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the by-product of any such biological organisms. The term "Hazardous Materials" shall mean any toxic substances, chemicals, pollutants, or other materials, in whatever form or state, including but not limited to smoke, vapors, soot, fumes, acids, alkalis, minerals, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever. Hazardous Materials shall also include, but not be limited to, those substances defined, designated, or listed in Section 404 of the Solid Waste Disposal Act (42 USC Subsection 6903); Section 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act (42 USC Subsection 9601(14)); as listed or designated under Sections 1317 and 1321(b)(2)(a) of the Title 33 (33 USC Subsections 1317 and 1321(b)(2)(a)); or as defined, designated, or listed under any other federal, state, or local law, regulation or ordinance concerning hazardous wastes, toxic substances, or pollutants.

CEC and CLIENT agree that when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered it may be necessary for CEC to take immediate measures to protect health and safety. CEC agrees to immediately notify CLIENT when unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. In the event the site is not owned by CLIENT, CLIENT recognizes that it is the CLIENT's responsibility to inform

the property owner of the discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CEC, and to the maximum extent permitted by law, agrees to defend, indemnify, and hold CEC harmless from any claim, liability, and/or defense costs for injury or loss arising from CEC's discovery of unanticipated or suspected Biological Pollutants, Hazardous Materials and/or hazardous conditions. CLIENT will be responsible for ultimate disposal of any samples secured by CEC which are found to be contaminated with Biological Pollutants and/or Hazardous Materials.

Nothing contained in this AGREEMENT shall be construed or interpreted as requiring CEC to assume liability for the generation, transportation, treatment, storage and/or disposal of hazardous waste within the meaning of the Resource Conservation and Recovery Act of 1976, as amended, or within the meaning of any similar federal, state, or local regulation or law.

If during remediation and/or construction activities waste manifests are required, CLIENT shall provide an authorized person to sign manifests or will provide CEC with a written limited power of attorney or agency agreement to sign manifests on CLIENT'S behalf.

5. EVOLVING TECHNOLOGIES

Services such as those provided by CEC may involve technologies which are new or emerging and these technologies may supersede current techniques. In addition, standards for our services, including statutes and regulations, may change with time. CLIENT understands that CEC's recommendations and/or services must be based upon the current Standard of Care utilizing established technologies and standards excluding new or emerging technologies.

6. SAFETY/CONSTRUCTION OBSERVATION

CLIENT, its contractors or other representatives shall be solely responsible for working conditions on the site, including compliance with OSHA regulations and safety of all persons and property during the performance of the work in relation to working conditions of the site. CEC shall be responsible for the safety of its own personnel in performance of the services. CEC will not be responsible for means, methods, techniques, sequences or procedures of construction including, but not limited to safety.

If CEC is retained by the CLIENT to provide a site representative for the purpose of observing specific portions of work on site as set forth in the PROPOSAL, CEC will report on its observations and professional opinions. CEC's presence on the site does not in any way guarantee the completion or quality of the performance of the work by any party retained by the CLIENT to provide construction or other related field services. CEC does not have the duty to reject or stop work of CLIENT, its contractors, or its agents.

7. BILLING AND PAYMENTS

7.1. General: Invoices will be submitted in accordance with the provisions outlined in the PROPOSAL. Payment is due from CLIENT thirty (30) days from the invoice date. If a retainer or pre-payment is required by the PROPOSAL, payment must be received by CEC prior to commencement of services. Payment shall be made as follows:

Electronic Payment:

PNC Bank, Pittsburgh, PA 15222
PNC Bank Routing #043000096
CEC Account #002272405
SWIFT & BIC Code: PNCCUS33
Remittance Detail: accountsreceivable@cecinc.com

Lockbox (regular mail):

Civil & Environmental Consultants, Inc.
P.O. Box 644246
Pittsburgh, PA 15264-4246

Any retainer shall be applied to the final invoice and unused funds, if any, returned to CLIENT. In the event CLIENT fails to pay CEC within thirty (30) days of invoice, CLIENT agrees that CEC will have the right to suspend performance of services after written notice to CLIENT. CEC will be entitled to interest of one and one-half percent (1.5%) per month for past due amounts. CEC will be entitled to collect for time and expenses (per CEC's current fee schedules), attorneys' fees and other costs incurred by CEC for collection of past due amounts.

Our PROPOSAL does not include gross receipts taxes, business or occupation taxes or assessments that the municipality where the project is located may assess upon CEC or its subcontractors. If such taxes are or become a liability of CEC, the CLIENT agrees to reimburse CEC at cost.

7.2. Reimbursable Expenses: Direct non-salary expenses (e.g. Travel, Equipment, Subcontractors/Vendors) will be billed according to the terms of our PROPOSAL.

8. CHANGES

8.1. Changes: Upon a change in CEC's scope of services, discovery of unforeseen conditions, or any direction or instruction by CLIENT outside of the PROPOSAL, CEC will provide CLIENT with the estimated cost of performing the change and any change in the AGREEMENT schedule. Prior to CEC being required to implement the change, CLIENT shall authorize the requested change amending the AGREEMENT price and schedule.

8.2. Unauthorized Changes: If changes are made to CEC WORK PRODUCT by CLIENT or persons other than CEC, any and all liability against CEC arising out of such changes is waived and CLIENT assumes full responsibility for such changes unless CLIENT has given us prior notice and has received written consent from CEC for such changes.

9. DELAYS

Delays not due to CEC shall result in an extension of the schedule equivalent to the length of delay. If such delays result in additional costs to CEC, the AGREEMENT price shall be equitably adjusted by the amount of such additional costs.

10. INSURANCE

CEC will maintain Workmen's Compensation Insurance as required by state law, General Liability Insurance for bodily injury and property damage with a limit of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000 and Automobile Liability with a limit of \$1,000,000. Professional liability will be provided with a limit of \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable. CLIENT and/or the property owner will be listed as additional insured for General Liability and Automobile Insurance.

11. ALLOCATION OF RISK

11.1. Limitation of Remedies: CLIENT agrees to limit CEC's liability for any claim arising from, or alleged to arise from any acts, errors or omissions in the performance of services under this AGREEMENT, whether such claim is based in negligence, breach of contract, or other legal theory to an aggregate limit of the amount of fees paid to CEC under this AGREEMENT, or \$50,000, whichever is greater, except for CEC's willful misconduct or gross negligence.

11.2. Waiver of Consequential Damages: CEC and CLIENT agree to waive any claim against each other for consequential, incidental, special or punitive damages.

11.3. Indemnification: CEC shall indemnify CLIENT from and against third party claims or liability to the extent caused by the negligent performance of services under this AGREEMENT by CEC, including injuries to employees of CEC.

12. TERMINATION

This AGREEMENT may be terminated by either party seven (7) days after written notice: i) in the event of breach of any provision of this AGREEMENT; ii) if the CLIENT suspends the work for more than three (3) months in the aggregate; or iii) for CLIENT or CEC's convenience. In the event of termination for suspension or convenience, CEC will be paid for services performed prior to the date of termination plus reasonable termination and demobilization expenses, including, but not limited to the cost of completing analyses, records and reports necessary to document job status at the time of termination. CEC may immediately suspend performance of its services and terminate this AGREEMENT upon written notice if CLIENT becomes insolvent or bankrupt.

13. GOVERNING LAW

The law of the Commonwealth of Pennsylvania will govern this AGREEMENT, their interpretation and performance. If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

14. DISPUTE RESOLUTION

14.1. Notice of Dispute: Within fifteen (15) days of the occurrence of any incident, act, or omission upon which a claim for relief may be based, the party seeking relief shall serve the other party with a written notice specifying the

nature of the relief sought, the amount of relief sought, a description of the reason relief should be granted, and the provisions of this AGREEMENT that authorize the relief requested.

14.2. Meet and Confer: Within ten (10) days of receipt of the Notice of Dispute, the parties shall meet and confer in a good faith attempt to resolve the dispute. Participants in the meet and confer must have the authority to enter into a binding resolution on behalf of each party.

14.3. Jurisdiction and Venue: After completion of the meet and confer, either party may proceed to litigation. CEC and CLIENT agree that any court of record in Allegheny County, Pennsylvania, shall have the exclusive jurisdiction and venue over any claims relating to or arising under this AGREEMENT.

14.4. Waiver of Jury Trial: THE PARTIES AGREE AND IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION, DISPUTE, PROCEEDING OR SUIT RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR THE PROJECT.

15. ASSIGNMENT

CLIENT and CEC each binds itself and its successors and assigns to the other and its successors and assigns with respect to all covenants of this AGREEMENT. Neither CLIENT nor CEC shall assign, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party. This section shall not, however, apply to subrogation rights (if any) of any insurer of either party.

16. OWNERSHIP

16.1. "Intellectual Property" means any and all of the following arising pursuant to the laws of any jurisdiction throughout the world: (a) copyrights and all registrations and applications for registration thereof; (b) trade secrets and know-how; (c) patents and patent applications; and (d) other intellectual property and related proprietary rights owned or licensed by a party hereto. "Background Intellectual Property" means the Intellectual Property of a party created or developed prior to the effective date of this AGREEMENT and/or independently of the work performed by the party pursuant to this AGREEMENT. Except for the licenses granted hereunder, all rights in a party's Intellectual Property and Background Intellectual Property are otherwise reserved.

16.2. CEC shall retain all rights, title, and interest in and to all Intellectual Property in all drawings, specifications, documents, or other tools or materials ("WORK PRODUCT") furnished to CLIENT and intended for use in connection with projects under this AGREEMENT. CEC hereby grants CLIENT a limited, non-exclusive, non-transferable, non-sublicensable license: (a) to use and reproduce the WORK PRODUCT solely for CLIENT's own internal business purposes; and (b) to use CEC'S Background Intellectual Property solely to the extent that: it is incorporated into the WORK PRODUCT, and a license thereof is necessary to use and reproduce the WORK PRODUCT. CLIENT shall not disclose or use the WORK PRODUCT with CLIENT's other contractors, subcontractors, or material suppliers on other projects without the express written consent of CEC.

16.3. CLIENT shall not use the name, logo, or marks of CEC in any publicity releases, interviews, promotional or marketing materials, or public announcements without the prior written approval of CEC.

17. FILE RETENTION

Upon conclusion of the services, CEC will close its project file and archive for storage. CEC reserves the right to destroy all file information within seven (7) years after conclusion of the services.

18. SURVIVAL

In the event of termination, cancellation or avoidance of this AGREEMENT, the terms and conditions of Articles 3 (Site Access, Site Conditions and Subsurface Features), 4 (Biological Pollutants, Hazardous Materials and Hazardous Conditions), 5 (Evolving Technologies), 10 (Insurance), 11 (Allocation of Risk), 13 (Governing Law), 14 (Dispute Resolution), and 16 (Ownership) shall survive termination of the AGREEMENT.

END OF TERMS