



City of Elkins

Sanitary Board

February 17, 2026

11:00 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 January 21, 2026.
4. **Reports**
 - a. Wastewater Superintendent/Chief Operator
 - b. Wastewater Collection Supervisor
 - c. Financial Statements as of January 31, 2026
5. **New Business**
 - a. Approval of Sewer Invoices
 - b. Discussion and consideration of a service line program from HomeServe
6. **Announcements**
7. **Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 17, 2026
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of January 21, 2026.
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Proposed minutes for the meeting of January 21, 2026
Fiscal Impact:	N/A
Recommendation:	Consideration for Approval
Attachments:	1. Sanitary Board - 2026-01-21 - Minutes

**SANITARY BOARD
REGULAR MEETING
MINUTES**

*142 Robert E Lee Avenue
Phil Gainer Center
January 21, 2026
10:00 a.m.*

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

Also attending: Whitney Hymes (Wastewater Chief Operator), Tracy Judy (City Treasurer), Mark Hartley (Wastewater Collection Supervisor), Steve Buchanan (CEC), and Mikayla Goins (Executive Secretary).

Randall Biller (Board Member), and Gerry Roberts (City Attorney) were absent.

MINUTES

Carr, **MOVED THE APPROVAL OF THE MINUTES OF DECEMBER 15, 2025, MEETING.** The motion carried.

REPORTS

- a. Whitney Hymes, Wastewater Superintendent/Chief Operator, provided a report.
- b. Mark Hartley, Wastewater Collection Supervisor, provided a report.
- c. Tracy Judy, City Treasurer, provided electronic financial reports for the month of December 2025.

UNFINISHED BUSINESS

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

Carr, **MOVED THE APPROVAL OF RULE 42.** The motion carried.

NEW BUSINESS

- a. **Approval of Sewer Invoices**

There were no invoices to approve at this meeting.

- b. **Long-term Control Plan Updates and Review**

The Board discussed the Long-term Control Plan. No action taken.

Carr, **MOVED APPROVAL OF LONG-TERM CONTROL PLAN AMENDMENT 2.** The motion carried.

The meeting was adjourned at 10:19 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:	February 17, 2026
Section:	Reports
Category:	Presentation
Agenda Item Name:	Wastewater Superintendent/Chief Operator
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Presentation
Fiscal Impact:	N/A
Recommendation:	Presentation
Attachments:	1. Superintendent Report 2-17-2026

CITY OF ELKINS-SANITARY BOARD

WASTEWATER SUPERINTENDENT/CHIEF OPERATOR REPORT

Date: February 17, 2026

Time: 11:00AM

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

APPRENTICESHIP GRANT UPDATE

- Interviews completed the week of 2/9/2026. Search for two (2) apprentices is still ongoing. Account set up within treasurer's department to issue funds designated to the apprenticeship.

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.

REVIEW OF UPCOMING FLEET LEASES

- The 2021 F-150 operated by the Wastewater Collection Department is up for replacement in July 2026. The monthly cost of the 2021 F-150 is \$563.16 with the annual cost being \$6,433.92. The replacement lease is a 2026 F-150 Super Crew. The monthly cost would be \$678.46 which is a monthly difference of \$115.30 and an annual difference of \$1,707.60. This lease will be included with the FY2027 budget.

2026 SEWER RATE INCREASE SCHEDULE

- **February 19, 2026 (Thursday)**-First Reading of Ordinance (COUNCIL)
-Working with City Clerk and Communication Specialist to create public notification for questions and answers and information to provide to council
- **February 20, 2026 (Friday)**-City Clerk posts copy of ordinance @ the City Hall and sends notice of proposed ordinance to newspaper for Class I Publication (CITY/NEWSPAPER)
-City Clerk agreed to issue the ordinance to the Intermountain for publication
- **February 26, 2026 (Thursday)**-Newspaper Publication of Notice of Proposed Ordinance/Hearing Date (CITY)
- **March 5, 2026 (Thursday)**- Public Hearing/Second Reading/Adoption of Ordinance

- **March 6, 2026 (Friday)**-Tariff From No. 14 mailed to Resale Customers Leadsville and Midland (KAY-CASTO)
- **March 10, 2026 (Tuesday)**-Ordinance Documents Filed with the PSC (KAY-CASTO)
- **May 15, 2026 (Friday)**-Rates Effective (Step 1) June 30th bill mailing
- **May 15, 2027**-Rates Effective (Step 2) June 30th bill mailing
- **May 15, 2028**-Rates Effective (Step 3) June 30th bill mailing

Average of 3,400gals increases will be:

Step 1: \$7.62 (15% increase)-2026 about \$0.26/day

Step 2: \$7.01 (12% increase)-2027 about \$0.24/day

Step 3: \$9.82 (15.01% increase) -2028 about \$0.33/day

GEORGETOWN ROAD AND TRICKETT ALLEY PROJECT UPDATES

- List of documentation that has been supplied to the USACE for the Section 571 Funding
 - 1) Letter of Intent (1/21/2026)
 - 2) Financial Capability for Decision Documents (1/21/2026)
 - 3) Real Estate Capabilities Form (1/28/2026)
 - 4) Self-Certification for Agreements (2/3/2026)
- On schedule to sign PPA in March 2026





CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 17, 2026
Section:	Reports
Category:	Presentation
Agenda Item Name:	Wastewater Collection Supervisor
Recommended By:	Mark Hartley-Wastewater Collection Supervisor
Summary:	Presentation
Fiscal Impact:	None
Recommendation:	Presentation
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 17, 2026
Section:	Reports
Category:	Presentation
Agenda Item Name:	Financial Statements as of January 31, 2026
Recommended By:	Tracy Judy-City of Elkins Treasurer
Summary:	January 31, 2026 Financial Summary
Fiscal Impact:	N/A
Recommendation:	Presentation
Attachments:	<ol style="list-style-type: none">1. January Sewer Financials2. Budget Control

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: JANUARY 31ST, 2026

401-SEWER FUND
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 58.3

	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	2,360.12	0.00	16,997.53	0.00	15,002.47	53.1
CHARGES FOR SERVICES	2,998,000	232,137.09	0.00	1,734,646.30	0.00	1,263,353.70	57.8
MISCELLANEOUS REVENUE	<u>168,500</u>	<u>27,113.36</u>	<u>0.00</u>	<u>117,650.46</u>	<u>0.00</u>	<u>50,849.54</u>	<u>69.9</u>
TOTAL REVENUE	<u>3,198,500</u>	<u>261,610.57</u>	<u>0.00</u>	<u>1,869,294.29</u>	<u>0.00</u>	<u>1,329,205.71</u>	<u>58.4</u>
<u>EXPENDITURE SUMMARY</u>							
CSO	58,330	2,569.72	0.00	27,117.46	0.00	31,212.54	46.4
CSO-OTHER	184,860	12,329.31	0.00	92,570.92	0.00	92,289.08	50.0
SEWER COLLECTION	1,050,381	63,942.19	0.00	550,180.13	0.00	500,200.87	52.3
SEWER TREATMENT	1,374,291	81,152.71	0.00	756,087.84	0.00	618,203.16	55.0
UTILITY BILLING	30,160	1,857.08	0.00	15,207.69	0.00	14,952.31	50.4
ADMIN & GENERAL	500,478	33,300.74	0.00	324,182.80	0.00	176,295.20	64.7
CAPITAL OUTLAY	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0</u>
TOTAL EXPENDITURES	<u>3,198,500</u>	<u>195,151.75</u>	<u>0.00</u>	<u>1,765,346.84</u>	<u>0.00</u>	<u>1,433,153.16</u>	<u>55.1</u>
REVENUE OVER/ (UNDER) EXPENDITURES	<u>0</u>	<u>66,458.82</u>	<u>0.00</u>	<u>103,947.45</u>	<u>0.00</u>	<u>(103,947.45)</u>	<u>0.0</u>

401-SEWER FUND

% OF YEAR COMPLETED: 58.3

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
TAXES							
401-000-302-0000 Penalty Income	32,000	2,360.12	0.00	16,997.53	0.00	15,002.47	53.1
TOTAL TAXES	32,000	2,360.12	0.00	16,997.53	0.00	15,002.47	53.1
CHARGES FOR SERVICES							
401-000-361-0000 Metered Sales to Res Cu	1,350,000	106,601.97	0.00	781,120.06	0.00	568,879.94	57.8
401-000-361-0001 Metered Sales to Comm C	1,180,000	89,356.88	0.00	687,567.17	0.00	492,432.83	58.2
401-000-361-0002 Unmetered Sales to Res	15,000	1,076.20	0.00	8,616.40	0.00	6,383.60	57.4
401-000-361-0003 Taps & Connections	3,000	0.00	0.00	0.00	0.00	3,000.00	0.0
401-000-361-0004 Services to Other Syste	450,000	35,102.04	0.00	257,342.67	0.00	192,657.33	57.2
TOTAL CHARGES FOR SERVICES	2,998,000	232,137.09	0.00	1,734,646.30	0.00	1,263,353.70	57.8
MISCELLANEOUS REVENUE							
401-000-380-0000 Interest Earned	9,000	939.42	0.00	7,898.39	0.00	1,101.61	87.7
401-000-381-0000 Reimbursements	3,000	686.68	0.00	1,949.79	0.00	1,050.21	64.9
401-000-382-0000 Refunds & Rebates	2,500	0.00	0.00	1,648.25	0.00	851.75	65.9
401-000-383-0000 Sale Of Fixed Asset	0	0.00	0.00	1,940.00	0.00 (	1,940.00)	0.0
401-000-386-0000 Insurance Claims	0	0.00	0.00	0.00	0.00	0.00	0.0
401-000-399-0000 Miscellaneous	14,000	23,436.59	0.00	29,619.86	0.00 (	15,619.86)	211.5
401-000-399-0001 Lab Analysis Services	140,000 (	729.33)	0.00	67,270.17	0.00	72,729.83	48.0
401-000-399-0002 Sludge	0	2,780.00	0.00	7,324.00	0.00 (	7,324.00)	0.0
401-000-399-0003 Regulatory Fees	0	0.00	0.00	0.00	0.00	0.00	0.0
TOTAL MISCELLANEOUS REVENUE	168,500	27,113.36	0.00	117,650.46	0.00	50,849.54	69.9
TOTAL REVENUE	3,198,500	261,610.57	0.00	1,869,294.29	0.00	1,329,205.71	58.4

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: JANUARY 31ST, 2026

401-SEWER FUND
 CSO

% OF YEAR COMPLETED: 58.3

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	1,730.49	0.00	12,816.00	0.00	10,334.00	55.3
401-509-104-0000 FICA Tax	1,800	128.69	0.00	985.02	0.00	814.98	54.7
401-509-105-0000 Group Health Insurance	8,800	545.99	0.00	3,821.94	0.00	4,978.06	43.4
401-509-106-0000 Retirement	2,080	156.47	0.00	1,196.02	0.00	883.98	57.5
401-509-108-0000 Overtime/Extra Help	<u>1,500</u>	<u>8.08</u>	<u>0.00</u>	<u>473.08</u>	<u>0.00</u>	<u>1,026.92</u>	<u>31.1</u>
TOTAL PERSONAL SERVICES	37,330	2,569.72	0.00	19,292.06	0.00	18,037.94	51.6
<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	71.0
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>0.0</u>
TOTAL CONTRACTUAL SERVICES	11,000	0.00	0.00	7,101.12	0.00	3,898.88	64.5
<u>COMMODITIES</u>							
401-509-341-0000 Supplies & Materials	8,000	0.00	0.00	724.28	0.00	7,275.72	9.0
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>0.0</u>
TOTAL COMMODITIES	10,000	0.00	0.00	724.28	0.00	9,275.72	7.2
TOTAL CSO	58,330	2,569.72	0.00	27,117.46	0.00	31,212.54	46.4

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: JANUARY 31ST, 2026

401-SEWER FUND
 CSO-OTHER

% OF YEAR COMPLETED: 58.3

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	8,653.88	0.00	66,084.56	0.00	56,335.44	53.9
401-510-104-0000 FICA Tax	9,370	672.84	0.00	5,130.70	0.00	4,239.30	54.7
401-510-105-0000 Group Health Insurance	33,000	1,902.45	0.00	13,317.07	0.00	19,682.93	40.3
401-510-106-0000 Retirement	10,070	771.00	0.00	5,663.62	0.00	4,406.38	56.2
401-510-108-0000 Overtime/Extra Help	<u>10,000</u>	<u>329.14</u>	<u>0.00</u>	<u>2,374.97</u>	<u>0.00</u>	<u>7,625.03</u>	<u>23.3</u>
TOTAL PERSONAL SERVICES	184,860	12,329.31	0.00	92,570.92	0.00	92,289.08	50.0
TOTAL CSO-OTHER	184,860	12,329.31	0.00	92,570.92	0.00	92,289.08	50.0

401-SEWER FUND
 SEWER COLLECTION

% OF YEAR COMPLETED: 58.3

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	8,653.93	0.00	66,085.02	0.00	56,334.98	53.9
401-511-104-0000 FICA Tax	9,370	672.83	0.00	5,130.41	0.00	4,239.59	54.7
401-511-105-0000 Group Health Insurance	33,000	2,314.59	0.00	31,952.21	0.00	1,047.79	96.8
401-511-106-0000 Retirement	10,070	770.99	0.00	5,663.58	0.00	4,406.42	56.2
401-511-108-0000 Overtime/Extra Help	<u>10,000</u>	<u>329.21</u>	<u>0.00</u>	<u>2,375.29</u>	<u>0.00</u>	<u>7,624.71</u>	<u>23.3</u>
TOTAL PERSONAL SERVICES	184,860	12,741.55	0.00	111,206.51	0.00	73,653.49	60.1
CONTRACTUAL SERVICES							
401-511-211-0000 Telephone	3,000	0.00	0.00	1,882.06	0.00	1,117.94	62.7
401-511-213-0000 Utilities/Purchased Pow	108,000	5,238.22	0.00	53,009.01	0.00	54,990.99	49.0
401-511-214-0000 Travel	500	0.00	0.00	0.00	0.00	500.00	0.0
401-511-215-0002 Stormwater Supplies	1,000	0.00	0.00	0.00	0.00	1,000.00	0.0
401-511-216-0000 Maint Pumping Equipment	60,000	0.00	0.00	20,440.07	0.00	39,559.93	34.0
401-511-216-0001 Maint Structures/Improv	10,000	0.00	0.00	2,736.85	0.00	7,263.15	27.3
401-511-217-0000 Maint Repair Autos & T	10,000	2,073.53	0.00	4,332.12	0.00	5,667.88	43.3
401-511-221-0000 Training & Education	500	0.00	0.00	0.00	0.00	500.00	0.0
401-511-222-0000 Dues & Subscriptions	2,000	0.00	0.00	0.00	0.00	2,000.00	0.0
401-511-230-0000 Contracted Services	20,000	0.00	0.00	4,459.59	0.00	15,540.41	22.3
401-511-240-0000 Refunds & Reimbursement	<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>0.0</u>
TOTAL CONTRACTUAL SERVICES	216,000	7,311.75	0.00	86,859.70	0.00	129,140.30	40.2
COMMODITIES							
401-511-341-0000 Supplies & Materials	45,000	0.00	0.00	21,841.93	0.00	23,158.07	48.5
401-511-343-0000 Automobile Supplies	10,000	0.00	0.00	8,066.99	0.00	1,933.01	80.6
401-511-345-0000 Uniforms	5,100	0.00	0.00	2,173.20	0.00	2,926.80	42.6
401-511-399-0000 Miscellaneous	<u>10,000</u>	<u>76.05</u>	<u>0.00</u>	<u>801.54</u>	<u>0.00</u>	<u>9,198.46</u>	<u>8.1</u>
TOTAL COMMODITIES	70,100	76.05	0.00	32,883.66	0.00	37,216.34	46.9
CAPITAL OUTLAY							
401-511-457-0000 Wastewater Garage	17,103	0.00	0.00	9,976.54	0.00	7,126.46	58.3
401-511-458-0000 Bond Payable S-1-09-A-R	33,965	2,830.41	0.00	19,812.87	0.00	14,152.13	58.3
401-511-458-0001 Bond Payable S-1-15-A-R	87,233	7,269.39	0.00	50,885.73	0.00	36,347.27	58.3
401-511-458-0003 Bond Payable S-1-20-A-R	321,412	26,784.32	0.00	187,490.24	0.00	133,921.76	58.3
401-511-458-0004 Bond Payable S-2-20-A-R	31,442	2,620.15	0.00	18,341.05	0.00	13,100.95	58.3
401-511-459-0000 2018 Van & Sewera Camer	7,108	0.00	0.00	6,464.85	0.00	643.15	90.9
401-511-459-0001 2021 Ford F-150	6,758	563.16	0.00	3,942.12	0.00	2,815.88	58.3
401-511-459-0002 Capital Outlay	14,400	0.00	0.00	0.00	0.00	14,400.00	0.0
401-511-459-0003 900 ECO Cleaner	50,000	3,745.41	0.00	22,282.47	0.00	27,717.53	44.5
401-511-459-0004 Wastewater Garage	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.0</u>
TOTAL CAPITAL OUTLAY	569,421	43,812.84	0.00	319,195.87	0.00	250,225.13	56.0
OTHER EXPENDITURES							
401-511-670-0000 Interest & Penalties	<u>10,000</u>	<u>0.00</u>	<u>0.00</u>	<u>34.39</u>	<u>0.00</u>	<u>9,965.61</u>	<u>0.3</u>
TOTAL OTHER EXPENDITURES	10,000	0.00	0.00	34.39	0.00	9,965.61	0.3
TOTAL SEWER COLLECTION	1,050,381	63,942.19	0.00	550,180.13	0.00	500,200.87	52.3

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: JANUARY 31ST, 2026

401-SEWER FUND
 SEWER TREATMENT

% OF YEAR COMPLETED: 58.3

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	16,546.06	0.00	132,384.50	0.00	90,135.50	59.4
401-512-104-0000 FICA Tax	17,830	1,387.67	0.00	11,140.90	0.00	6,689.10	62.4
401-512-105-0000 Group Health Insurance	52,340	3,771.91	0.00	41,487.24	0.00	10,852.76	79.2
401-512-106-0000 Retirement	18,200	1,756.32	0.00	13,546.96	0.00	4,653.04	74.4
401-512-108-0000 Overtime/Extra Help	<u>10,500</u>	<u>637.43</u>	<u>0.00</u>	<u>6,117.06</u>	<u>0.00</u>	<u>4,382.94</u>	<u>58.3</u>
TOTAL PERSONAL SERVICES	321,390	24,099.39	0.00	204,676.66	0.00	116,713.34	63.6
CONTRACTUAL SERVICES							
401-512-211-0000 Telephone	2,500	0.00	0.00	76.48	0.00	2,423.52	3.0
401-512-213-0000 Utilities/Purchased Pow	180,000	0.00	0.00	98,348.56	0.00	81,651.44	54.6
401-512-214-0000 Travel	500	0.00	0.00	0.00	0.00	500.00	0.0
401-512-215-0000 Maint of Bldgs & Ground	2,000	0.00	0.00	670.22	0.00	1,329.78	33.5
401-512-216-0000 Maint Treat/Disp System	55,000	481.40	0.00	11,836.31	0.00	43,163.69	21.5
401-512-216-0001 Maint Structures/Improv	20,000	1,631.69	0.00	2,890.50	0.00	17,109.50	14.4
401-512-217-0000 Maint Repair Autos & Tr	10,000	0.00	0.00	1,798.57	0.00	8,201.43	17.9
401-512-218-0000 Postage	100	0.00	0.00	12.15	0.00	87.85	12.1
401-512-220-0000 Advertising	450	0.00	0.00	54.52	0.00	395.48	12.1
401-512-221-0000 Training & Education	1,000	0.00	0.00	620.00	0.00	380.00	62.0
401-512-222-0000 Dues & Subscriptions	1,500	0.00	0.00	1,684.60	0.00	(184.60)	112.3
401-512-230-0000 Contracted Services	<u>80,000</u>	<u>3,628.90</u>	<u>0.00</u>	<u>38,178.79</u>	<u>0.00</u>	<u>41,821.21</u>	<u>47.3</u>
TOTAL CONTRACTUAL SERVICES	353,050	5,741.99	0.00	156,170.70	0.00	196,879.30	44.2
COMMODITIES							
401-512-341-0000 Supplies & Materials	34,138	701.01	0.00	19,571.67	0.00	14,566.33	57.3
401-512-341-0001 Supplies & Matls Chemic	20,000	0.00	0.00	16,820.11	0.00	3,179.89	84.1
401-512-341-0002 Purification Supplies	10,000	0.00	0.00	0.00	0.00	10,000.00	0.0
401-512-343-0000 Automobile Supplies	10,000	0.00	0.00	6,366.45	0.00	3,633.55	63.6
401-512-345-0000 Uniforms	5,000	0.00	0.00	2,254.92	0.00	2,745.08	45.1
401-512-399-0000 Miscellaneous	<u>0</u>	<u>0.00</u>	<u>0.00</u>	<u>40.00</u>	<u>0.00</u>	<u>(40.00)</u>	<u>0.0</u>
TOTAL COMMODITIES	79,138	701.01	0.00	45,053.15	0.00	34,084.85	56.9
CAPITAL OUTLAY							
401-512-459-0000 Bond Payable S-1-06-A-R	563,268	46,939.02	0.00	328,573.14	0.00	234,694.86	58.3
401-512-459-0001 Bond Payable S-1-86-B-R	0	0.00	0.00	0.00	0.00	0.00	0.0
401-512-459-0002 Ford F-350	8,712	735.13	0.00	5,504.21	0.00	3,207.79	63.1
401-512-459-0003 Sewer Areation Equipmen	0	0.00	0.00	0.00	0.00	0.00	0.0
401-512-459-0004 Ford F-150	8,133	0.00	0.00	0.00	0.00	8,133.00	0.0
401-512-459-0005 Capital Outlay	0	0.00	0.00	0.00	0.00	0.00	0.0
401-512-459-0006 WWTP Dumping Station	0	0.00	0.00	0.00	0.00	0.00	0.0
401-512-459-0007 Skid Steer	<u>21,600</u>	<u>1,697.03</u>	<u>0.00</u>	<u>8,485.15</u>	<u>0.00</u>	<u>13,114.85</u>	<u>39.9</u>
TOTAL CAPITAL OUTLAY	601,713	49,371.18	0.00	342,562.50	0.00	259,150.50	56.9
OTHER EXPENDITURES							
401-512-670-0000 Interest & Penalties	<u>19,000</u>	<u>1,239.14</u>	<u>0.00</u>	<u>7,624.83</u>	<u>0.00</u>	<u>11,375.17</u>	<u>40.1</u>
TOTAL OTHER EXPENDITURES	19,000	1,239.14	0.00	7,624.83	0.00	11,375.17	40.1
TOTAL SEWER TREATMENT	1,374,291	81,152.71	0.00	756,087.84	0.00	618,203.16	55.0

401-SEWER FUND
 UTILITY BILLING

% OF YEAR COMPLETED: 58.3

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	1,248.92	0.00	9,312.50	0.00	6,887.50	57.4
401-513-104-0000 FICA Tax	1,050	91.02	0.00	694.12	0.00	355.88	66.1
401-513-105-0000 Group Health Insurance	6,510	404.73	0.00	2,698.45	0.00	3,811.55	41.4
401-513-106-0000 Retirement	1,600	112.41	0.00	843.39	0.00	756.61	52.7
401-513-108-0000 Overtime/ Extra Help	600	0.00	0.00	58.04	0.00	541.96	9.0
TOTAL PERSONAL SERVICES	25,960	1,857.08	0.00	13,606.50	0.00	12,353.50	52.4
<u>CONTRACTUAL SERVICES</u>							
401-513-214-0000 Travel	200	0.00	0.00	0.00	0.00	200.00	0.0
401-513-221-0000 Training & Education	1,000	0.00	0.00	0.00	0.00	1,000.00	0.0
TOTAL CONTRACTUAL SERVICES	1,200	0.00	0.00	0.00	0.00	1,200.00	0.0
<u>COMMODITIES</u>							
401-513-341-0000 Supplies & Materials	3,000	0.00	0.00	1,601.19	0.00	1,398.81	53.3
TOTAL COMMODITIES	3,000	0.00	0.00	1,601.19	0.00	1,398.81	53.3
TOTAL UTILITY BILLING	30,160	1,857.08	0.00	15,207.69	0.00	14,952.31	50.4

401-SEWER FUND
 ADMIN & GENERAL

% OF YEAR COMPLETED: 58.3

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	6,703.80	0.00	48,879.08	0.00	21,670.92	69.2
401-514-104-0000 FICA Tax	5,400	412.38	0.00	3,008.82	0.00	2,391.18	55.7
401-514-105-0000 Group Health Insurance	0	3.93	0.00	661.56	0.00	(661.56)	0.0
401-514-106-0000 Retirement	6,200	291.10	0.00	2,139.12	0.00	4,060.88	34.5
401-514-108-0000 Overtime/Extra Help	0	0.00	0.00	0.00	0.00	0.00	0.0
TOTAL PERSONAL SERVICES	82,150	7,411.21	0.00	54,688.58	0.00	27,461.42	66.5
CONTRACTUAL SERVICES							
401-514-218-0000 Postage	10,000	850.96	0.00	5,799.29	0.00	4,200.71	57.9
401-514-220-0000 Advertising	100	0.00	0.00	0.00	0.00	100.00	0.0
401-514-223-0000 Professional Services	20,000	0.00	0.00	21,340.25	0.00	(1,340.25)	106.7
401-514-226-0000 Insurance & Bonds	10,000	735.83	0.00	5,744.58	0.00	4,255.42	57.4
401-514-226-0001 Insurances & Bonds/GL	40,000	0.00	0.00	44,922.48	0.00	(4,922.48)	112.3
401-514-230-0000 Contracted Services	10,000	51.28	0.00	12,593.41	0.00	(2,593.41)	125.9
401-514-230-0001 Cont Serv/Consent Decre	5,000	0.00	0.00	0.00	0.00	5,000.00	0.0
401-514-232-0000 Bank Charges	50	0.00	0.00	30.00	0.00	20.00	60.0
TOTAL CONTRACTUAL SERVICES	95,150	1,638.07	0.00	90,430.01	0.00	4,719.99	95.0
COMMODITIES							
401-514-341-0000 Supplies & Materials	500	0.00	0.00	342.37	0.00	157.63	68.4
401-514-348-0000 Charges by Other Funds	50,178	4,181.50	0.00	29,270.50	0.00	20,907.50	58.3
401-514-353-0000 Computer Software	12,000	0.00	0.00	27,660.17	0.00	(15,660.17)	230.5
401-514-399-0000 Miscellaneous Expenses	1,000	202.35	0.00	1,273.17	0.00	(273.17)	127.3
TOTAL COMMODITIES	63,678	4,383.85	0.00	58,546.21	0.00	5,131.79	91.9
CAPITAL OUTLAY							
401-514-465-0000 Depreciation Expense	0	0.00	0.00	0.00	0.00	0.00	0.0
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.0
OTHER EXPENDITURES							
401-514-568-0000 Transfers	0	0.00	0.00	0.00	0.00	0.00	0.0
401-514-670-0000 Interest & Penalties	0	0.00	0.00	0.00	0.00	0.00	0.0
401-514-676-0000 Regulatory Commission	12,000	0.00	0.00	705.00	0.00	11,295.00	5.8
401-514-677-0000 R & R Requirement	79,500	6,340.34	0.00	39,769.55	0.00	39,730.45	50.0
401-514-677-0001 SB234 Requirement	168,000	13,527.27	0.00	80,043.45	0.00	87,956.55	47.0
TOTAL OTHER EXPENDITURES	259,500	19,867.61	0.00	120,518.00	0.00	138,982.00	46.4
TOTAL ADMIN & GENERAL	500,478	33,300.74	0.00	324,182.80	0.00	176,295.20	64.7

CITY OF ELKINS
 FINANCIAL STATEMENT (UNAUDITED)
 AS OF: JANUARY 31ST, 2026

401-SEWER FUND
 CAPITAL OUTLAY

% OF YEAR COMPLETED: 58.3

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	195,151.75	0.00	1,765,346.84	0.00	1,433,153.16	55.1
REVENUE OVER/ (UNDER) EXPENDITURES	0	66,458.82	0.00	103,947.45	0.00	(103,947.45)	0.0

FY 2026 BUDGET CONTROL REPORT

Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	Total
	\$277,067.46	\$258,059.28	\$281,895.75	\$262,247.89	\$271,902.38	\$256,510.96	\$261,355.46						\$120,144.45	\$1,869,039.18
Expenses By Bank														
Account	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
Cash	\$252,414.52	\$275,292.22	\$274,824.60	\$274,977.10	\$221,108.35	\$263,953.30	\$186,324.64							\$1,748,894.73
Depreciation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,625.00	\$0.00							
O&M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00							
TOTAL EXPENSES	\$252,414.52	\$275,292.22	\$274,824.60	\$274,977.10	\$221,108.35	\$271,578.30	\$186,324.64							

Bank Balances as of 1/31/2026

Cash Account \$346,328.70
 Depreciation Account \$228,847.68
 O&M Account \$698,418.48



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 17, 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 included for review at this time
Fiscal Impact:	None
Recommendation:	No invoices included for review at this time
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	February 17, 2026
Section:	New Business
Category:	Action Item
Agenda Item Name:	Discussion and consideration of a service line program from HomeServe
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	<p>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. HomeServe will help the City of Elkins, WV to achieve its goals by:</p> <ul style="list-style-type: none"> • 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. <p>Please review attached description, presentation, and marketing agreement for more details.</p>
Fiscal Impact:	FINANCIAL IMPACT: No cost to the City to participate. The City can choose to receive 10% of payments received in the form of a royalty - paid annually.
Recommendation:	Recommendation to review and discuss



CITY OF ELKINS AGENDA ITEM REPORT

Attachments:	<ol style="list-style-type: none">1. Service Line Program by HomeServe STAFF REPORT- Elkins, WV2. WV SLP Presentation 20263. Standard SLWA agreement (Comp) - City of Elkins (1)
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RECOMMENDATION: It is recommended that Mayor and City Council authorize the Administration, or their designee, to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP), a HomeServe company, for an initial term of three (3) years, subject to City Attorney review with an additional (1) year renewal.

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. Our 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.

COVERAGE: The Service Line Warranty Program, by HomeServe, offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the City
External Water Line	\$6.99	Unlimited	Unlimited Calls \$12,000 Per Call	10%
External Sewer Line	\$9.99	Unlimited	Unlimited Calls \$12,000 Per Call	10%
In-Home Plumbing	\$15.99	Unlimited	Unlimited Calls \$3,000 Per Call	10%

IMPLEMENTATION: HomeServe will utilize the utility logo to brand the materials used to educate utility customers about our repair service plans. Program marketing literature clearly discloses that the Program and the utility are separate entities and that the program is voluntary for residents. HomeServe will create all marketing materials with input from the utility and will submit all marketing/communications materials to the utility for final approval before each campaign.

No mailing/customer data is required. Residents can choose to enroll via mail, phone or web. We bill customers directly. Customers can cancel at any time. No minimum enrollments required.

ENROLLMENT AND BILLING: The Service Line Program, by HomeServe offers residents simple options if they choose to enroll either via mail, phone, or web.

We handle all customer billing and residents can choose annual, quarterly, or monthly billing and may pay by check, direct debit/ACH, or credit card.

Once we receive the enrollment application, customers receive a welcome letter which includes their service agreement terms and conditions, their payment details, a reiteration of their policy coverage, and our toll-free customer service number. Customers also receive a welcome call from customer service as an additional, personalized confirmation of the program.

We handle all customer billing, and a homeowner can enroll or cancel at any time.

FINANCIAL IMPACT: No cost to the City to participate. The City can choose to receive 10% of payments received in the form of a royalty - paid annually.

Service Line Program

_____ by _____



Solutions for Municipalities, Utilities and
Homeowners Presentation



Leading Provider of Home Repair Solutions Partnerships



Offering services for over 20 years



4.8 out of 5 stars customer satisfaction



HomeServe Key Statistics*

- Over **4.6 million** customers
- Over **9.8 million** policies
- Over **1,300** municipal and utility partnerships
- Job serviced **every 38 seconds**
- Customer savings to date: **over \$2.5 billion**

* As of January 2026

“I learned personally that it really works. It’s the kind of program that we can all get behind as local officials. I hope those of you who are not a part of it will take a good look at it and work with this quality team at HomeServe to bring the program to your local community.”

*John Brenner, Executive Director
Pennsylvania Municipal League*

Aging Infrastructure

Challenging for municipalities and homeowners

Lateral lines are subjected to the same elements as public lines

- Ground shifting, fluctuating temperatures, tree root penetration, corrosion, and more

Out of sight, out of mind

- Water and sewer lines located outside, usually underground

Failed lines waste thousands of gallons of water

- Presents a potential environmental hazard

Common homeowner misconceptions

- Municipality is responsible for maintenance of the water and sewer lines on their property
- Repairs are covered by their homeowner's policy



Homeowners Are Unprepared for Emergencies

And often expect solutions from municipalities/utilities



59% of Americans can't cover a \$1,000 emergency expense with savings.



80% of homeowners had a home emergency in the last year.



48% of homeowners would have to dip into savings or an emergency fund to cover an emergency home repair.



78% of utility customers believe the municipality or utility provider should educate them on repairs and preventative measures.



10K Americans retire each day and transition to a fixed income.



44% of customers say it's hard to find reliable services.

Source: Bankrate January 2025, Ipsos Public Affairs 2019, HomeServe Home Repair Survey January 2025, Census.gov, and HomeServe State of Home Survey conducted August 2025

Solution for Municipalities and their Residents



Residents

Optional low-cost protection against potentially expensive water, sewer, plumbing repairs



Educates residents about their responsibility for exterior lines



Municipality/Utility



Reduces calls to the Utility



Timely repairs reduce water loss from line breaks – use of local contractors infuses money into the local economy



Turnkey program – provides marketing, billing, claims, customer service



No cost for the municipality/utility to participate

Optional Homeowner Protection



External Water Line

Up to \$8,500 per incident to repair/replace broken, cracked, or clogged exterior lines



External Sewer Line

Up to \$8,500 per incident to repair/replace broken, cracked, or clogged exterior lines



In-home Plumbing

Up to \$3,000 per incident on all water, sewer, and drain lines inside the home after point of entry



No annual or lifetime limits, deductibles, service fees, forms, or paperwork



No pre-inspection – 30 day waiting period



Homeowner opt in or out at any time – no penalty



Locally based, fully licensed and vetted contractors



Toll-free emergency number available 24 hours a day, 365 days a year



Guaranteed repairs

Homeowner Education

- No public funds used in marketing, distribution, or administration of the program
- Direct mail only – Limited to 3 mailing campaigns per year
- Partner must review and approve marketing material before each and every campaign
- Marketing clearly states city does not provide program and is voluntary for homeowner
- Easy enrollment options – consumer choice of mail, phone or web

Revenue Share

- Non-tax revenue share for the Municipality
- Municipality utilize funds for important initiatives including:
 - ✓ Infrastructure improvements
 - ✓ Low-income assistance/community charities
 - ✓ Partially offset rate increases



CURRENT WEST VIRGINIA PARTNERS (30)

SAVED RESIDENTS ALMOST \$4MILLION IN REPAIR COSTS

- Barboursville
- Beckley
- Bluefield
- Bridgeport
- Clarksburg
- Follansbee
- Hinton
- Huntington Water Quality Board
- Kenova
- Keyser
- Lewisburg
- Logan
- Martinsburg
- Morgantown Utility Board
- Moundsville
- Oak Hill
- Princeton
- Rainelle
- Ranson
- Ronceverte
- Rupert
- Shinnston
- Spencer
- South Charleston
- St. Albans
- Stonewood
- Tunnelton
- Vienna
- West Milford
- While Sulphur Springs

Thank you!

For additional information,
please contact:

Emilie Zalfini
Regional Business Development Director
412-527-2511 (cell)
Emilie.Zalfini@homeserveusa.com



MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into and made effective as of _____, (“**Effective Date**”), by and between the City of Elkins, West Virginia (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**SLWA**,” and together with City, the “**Parties**,” and each, a “**Party**”).

WHEREAS, individual residential property owners (“**Customer(s)**”) residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) (“**Plan(s)**”) to repair such lines; and

WHEREAS, SLWA is a subsidiary of HomeServe USA Corp. (“**HomeServe**”).

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **Obligations of the Parties.**

A. **Mutual Grant of License.** City grants to SLWA a non-exclusive license (“**License**”) to use the designated names, symbols, trademarks, service marks, logotypes, trade names and insignias (“**Marks**”) owned by City or its Affiliates (defined below), which may include the use of City’s logo and name in advertising (including on SLWA’s websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA’s sole cost and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA grants to City a License to use SLWA’s Marks which shall be limited to the use of SLWA’s logo and name in advertising (including on City’s websites or social media sites), in all cases subject to SLWA’s prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. Each Party’s use of the other Party’s Marks in accordance with this Agreement will not infringe any other party’s rights. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days’ written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

i. If City elects to do so, City may provide SLWA with “zip code” data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data (“**Customer Data**”) to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City’s property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. If Customer Data is provided by City to SLWA, City warrants, represents, and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws, and that it is permitted by Applicable Laws and by any applicable privacy policy to provide Customer Data to SLWA and to permit SLWA to use Customer Data for the purposes set forth in or contemplated by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA’s property and Confidential Information. “**Member**” means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member’s name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA’s property and Confidential Information.

ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the “**DPA**”), which is incorporated herein by reference, and which may be modified by SLWA to maintain compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that a Party is in material breach of this Agreement, the non-breaching Party may terminate this Agreement thirty (30) days after giving written notice to the breaching Party of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, the breaching Party has failed to take during such period substantive steps to cure such breach. Beginning twelve (12) months after the Effective Date, either Party may terminate this Agreement without cause upon sixty (60) days’ prior written notice to the other Party. SLWA will, to the extent permissible under Applicable Laws, be permitted to complete any marketing initiative approved by City prior to termination of this Agreement.

4. **Consideration.** SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (“**License Fee**”), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgements, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality.** “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of the state or commonwealth where City is located, or other instrumentality of the United States, or any state, county, city, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Laws or the service agreements for the Plans.

8. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

9. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its Representatives (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom’s Bribery Act 2010 and Canada’s Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf (“**Associated Person**”) complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide by the “Reporting Hotline” section of SLWA’s Business Partner Code of Conduct (described in “Business Partner Code of Conduct” section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its employees, contractors, agents, assigns, successors, or subcontractors, to substantiate such Party’s compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days’ prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party’s records for the purpose of confirming such other Party’s compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows.

To: City:
City of Elkins
401 Davis Ave.
Elkins, WV 26241
Attention: Mayor Jerry Marco
email: jmarco@cityofelkinswv.com

To: SLWA:
Utility Service Partners Private Label, Inc.
d/b/a Service Line Warranties of America
45 Glover Ave., 6th Fl.
Norwalk, CT 06850
Attention: Michael Backus, Chief Revenue Officer
email: michael.backus@homeserveusa.com

With a copy to:
Legal Department
email: legal@homeserveusa.com

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns. For purposes of this Agreement, "Affiliate(s)" means any person or entity directly or indirectly controlling, controlled by, or under common control with a Party. In the case of SLWA, this shall mean its parent, HomeServe, and its direct and indirect subsidiaries.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of West Virginia, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in West Virginia, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE

ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA’s Business Partner Code of Conduct (available at <https://www.homeserve.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA’s Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA’s Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA’s Business Partner Code of Conduct)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF ELKINS

**UTILITY SERVICE PARTNERS
PRIVATE LABEL, INC.
D/B/A SERVICE LINE
WARRANTIES OF AMERICA**

By: _____

By: _____

Name: _____

Name: Michael Backus

Title: _____

Title: Chief Revenue Officer

Exhibit A

Marketing Agreement

City of Elkins Term Sheet

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Fee.** Ten percent (10%) of the fees actually received from Members during the Term under any Plans sold under the Agreement, **net** of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.
- III. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.
- IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
 - A. Exterior water service line plan (initially, \$ 6.99 per month)
 - i. Covers Customers' responsibility: From the meter and/or curb box to the main shut-off valve inside the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
 - iv. Coverage Cap: Unlimited number of calls/\$12,000 per call/unlimited annual maximum.
 - B. Exterior sewer/septic line plan (initially, \$ 9.99 per month)
 - i. Covers Customers' responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank.
 - iii. Coverage Cap: Unlimited number of calls/\$12,000 per call/unlimited annual maximum.
 - C. Interior plumbing and drainage plan (initially, \$ 15.99 per month)
 - i. Covers repair or replacement of the following inside the home, for which the Customers have sole responsibility, that is damaged due to normal wear and tear:
 - a. The blocked or leaking interior water supply and drainage system pipes that carry fresh or drinkable water and wastewater.
 - ii. Coverage Cap: Unlimited number of calls/\$3,000 per call/unlimited annual maximum.

Pricing above does not include taxes which will be collected by SLWA as well. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.