



City of Elkins

Sanitary Board

April 20, 2026

10:00 AM

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

Meets every 3rd Monday of the month

AGENDA

1. **Public Hearing**
 - a. Georgetown Road and Tricket Alley Sewer Project
2. **Call to Order and Roll Call**
3. **Public Comment**
4. **Minutes**
 - a. Proposed minutes for the meeting of March 16, 2026
5. **Reports**
 - a. Wastewater Superintendent/Chief Operator
 - b. Wastewater Collection Supervisor
 - c. Financial Statements of March 31, 2026
6. **Old Business**
 - a. Discussion and Consideration of Service Line Program from HomeServe
7. **New Business**
 - a. Approval of Sewer Invoices
 - b. Approval of the FY 2027 Sewer Budget
 - c. Installation of Auxiliary Power Source (Generator) at Cherokee Lift Station
 - d. Reimbursement of Damages at 305 Wilson Street
 - e. Reimbursement of Damages at 306 Wilson Street
8. **Announcements**
9. **Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 20, 2026
Section:	Public Hearing
Category:	Presentation
Agenda Item Name:	Georgetown Road and Tricket Alley Sewer Project
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator Steve Buchanan-CEC
Summary:	City of Elkins-Georgetown Road Area and Trickett Lane Wastewater Improvements CEC Project 345-500 WVIJDC Project 2025S-2666 CWSRF Project C-544877 The purpose of this Public Meeting is to provide the public with an opportunity to become acquainted with the project and to receive public questions and/or comments. Representatives from the City of Elkins, along with the project engineer, will provide information on the scope of the project and the various alternatives considered for the project, to answer questions about the project, and to seek public input. Federal, state, and local funding may be used for this project.
Fiscal Impact:	N/A
Recommendation:	Public Hearing and Comment Period
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 20, 2026
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of March 16, 2026
Recommended By:	Whitney Hymes-Wastewater Superintendent/Chief Operator
Summary:	Proposed minutes for the meeting of March 16, 2026
Fiscal Impact:	N/A
Recommendation:	Consider for Approval
Attachments:	1. Sanitary Board - 2026_03_16 - minutes

**SANITARY BOARD
REGULAR MEETING
MINUTES**

142 Robert E Lee Avenue

Phil Gainer Center

March 16, 2026

10:00 a.m.

Present were Members: Randall Biller (acting chair) & Richard Carr (Board Member).

Also attending: Whitney Hymes (Wastewater Chief Operator), Tracy Judy (City Treasurer), Gerry Roberts (City Attorney, via Teams), Mark Hartley (Wastewater Collection Supervisor), and Mikayla Goins (Executive Secretary).

Jerry Marco, was absent.

MINUTES

Carr, **MOVED THE APPROVAL OF THE MINUTES OF FEBRUARY 17, 2026.** 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 February 2026.

OLD BUSINESS

a. Discussion and Consideration of Service Line Program from HomeServe

Roberts will submit a request to the Ethics Commission for a formal advisory opinion, by March 20 to be reviewed at the Ethics Commission meeting in April.

NEW BUSINESS

a. Approval of Sewer Invoices

Carr , **MOVED THE APPROVAL OF CRIM LAW INVOICE 524.** The motion carried.

The meeting was adjourned at 10:30 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:	April 20, 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 4-20-2026

CITY OF ELKINS-SANITARY BOARD

WASTEWATER SUPERINTENDENT/CHIEF OPERATOR REPORT

Date: April 15, 2026

Time: 10:00AM

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

APPRENTICESHIP GRANT UPDATE

- (1) Apprentice started on March 16, 2026 and the other applicant withdrew. Still searching for another applicant to fill the position. Applications are currently open and Elkins Wastewater staff is working with the RCHA Youth Build Program and American Job Center to fill this position.

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.

REGULATORY NOTIFICATIONS

- **Spill Reports**
 - 3/26/2026 Spill Report #:42-3262602-Discharge from CSO outlets 004 and 005 was due to infiltration from a waterline leak entering the sanitary sewer system. The additional inflow increased hydraulic loading in the main sewer line, exceeding system capacity and resulting in combined sewer overflows at these locations on 3/9/2026 and 3/13/2026.
- **Discharge Monitoring Report Violations**
 - January 2026
 - Outlet 001 (Wastewater Plant) =average monthly copper and zinc
 - Outlet IU20 (Big Timber) =maximum daily BOD, TSS, and TKN
 - February 2026
 - Outlet 001 (Wastewater Plant) =average monthly copper and zinc
 - Outlet IU20 (Big Timber) =maximum daily TSS and TKN
 - March 2026
 - Outlet 001 (Wastewater Plant) =average monthly copper and zinc
 - Outlet IU20 (Big Timber) =maximum daily BOD and TKN

UPCOMING PROJECTS

- **60'x30' Wastewater Storage Building**
 - Reviewing installation and construction of a 60ftx30ft storage building at the wastewater treatment plant (5 Riverbend Park Road) to provide additional storage space for equipment, materials, and operational support items. Currently, available storage within the existing building (sludge storage building) is insufficient and contributing to equipment deterioration. Exposure to moisture and environmental conditions inside the current storage area is resulting in rust and premature wear of equipment. The proposed structure is intended to mitigate these issues by providing a more suitable and controlled storage environment. The project is being reviewed in phases to keep work in house. Site work and preparation will be completed in-house by City crew.
 - 1) Material cost = \$18,511.42
 - 2) Labor Cost (if used) = \$12,000
 - 3) Concrete (approximate) = \$9,500 + \$3,000 contract labor = \$12,500
 - 4) Gravel/fill/miscellaneous = \$2,000
- **CSO Duckbill Replacements**
 - Replacement of duckbills on CSO locations 018 and 019. Total cost of replacement was \$4,146.28.
- **Headwork Building Structural Upgrades**
 - Replacement of four (4) exterior doors and jams. Total cost of replacement was \$5,566.04. Also reviewing installation of new heating source in building.
- **Cabinet Installation in Wastewater Office**
 - Randolph County Vocational Center is building and installing cabinets in the wastewater treatment plant meeting room. Installation should be occurring in the month of April 2026. Current expenditure on the project is \$1,631.69.
- **Installation of Extended Drainage by Bay Entrance**
 - Review and pricing of a 60'x12" drainage pad along back side of bay to collect any containments from sludge processing. There is currently a drainage system in this location, but the project will provide an extension of the drainage area. Prices are being reviewed to get more competitive prices. Initial review of cost of materials was approximately \$20,000.

CITY OF ELKINS HOSTS WVETC CLASS C WASTEWATER CERTIFICATION COURSE

- The City of Elkins Wastewater Department hosted the WV Environmental Training Center from April 6, 2026-April 10, 2026 with the Class C Wastewater Certification Course and testing. The class was held at the Woodtech Center with 31 operators in attendance. Elkins helped with instruction on confined space training, vacuum truck demonstration, and camera truck televising.

2026 LABORATORY AUDIT

- The City of Elkins Wastewater Plant Laboratory underwent the 2026 laboratory audit performed by the WVDEP on April 2, 2026. Audit was successful with no corrections noted for the 2026 year.



CONGRESSIONALLY DIRECT SPENDING (CDS) GRANT APPLICATIONS

- FY2027 CDS Applications for Justice and Capito submitted on April 1, 2026 by Region VII for generator installations at five (5) lift station sites.

LONG TERM CONTROL PLAN UPDATES

- First meeting held on 3/19/2026 with City of Elkins staff and CEC discussing first review of CSO data. Second meeting to review CSO locations scheduled on 4/20/2026.

PAY COMEPENSATION PLAN REVIEW AND CONSIDERATION

- In the process of reviewing consultant HR firms conjointly with the water department to conduct a joint pay compensation plan audit and review on current structure compensation plans to justify whether current pay is fair, competitive, and compliant with labor rules, and what changes (if any) are needed within water and wastewater. The study will help explain the wastewater/water pay scale to:
 1. Ensure wages are competitive with similar utilities or municipalities
 2. Address hiring/retention issues
 3. Align wastewater/water roles with comparable positions within the City
 4. Stay compliant with applicable labor laws and regulations

FY2027 BUDGET INCLUSIONS

- The FY2027 Budget includes the following inclusions (reported but not limited too and subject to change if needed):
 - (2) Annual calibrations for CSO meters
 - Reserve for flow meter repairs
 - Replacement of vacant position at Wastewater Treatment Plant
 - (2) additional employees within department
 - 3% COLA Raise for employees
 - \$1.00 raise for employees
 - Health Insurance Cost Increases
 - Rebuilding of pumps within collection system and lift stations
 - Generator installation at Cherokee Lift Station
 - Concrete mixer
 - Push camera replacement
 - South and North Interceptor Cleanings
 - Building at Collection Office for portable generator storage
 - Building at Wastewater Plant for equipment storage
 - Transferring of phone plans (cost savings)-currently ongoing
 - Apprenticeship grant reimbursements
 - PER for Phase III Project
 - Leases of 2025 F-350, 2025 F-150, and 2026 F-150



WHITNEY HYMES OUT OF OFFICE

- Whitney Hymes (Wastewater Superintendent/Chief Operator) will be out of the office from April 28, 2026-May 10, 2026 for the 2026 National 4H Landjudging Competition in Oklahoma.





CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 20, 2026
Section:	Reports
Category:	Presentation
Agenda Item Name:	Wastewater Collection Supervisor
Recommended By:	Mark Hartley-Wastewater Collection Supervisor
Summary:	Presentation
Fiscal Impact:	N/A
Recommendation:	Presentation
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 20, 2026
Section:	Reports
Category:	Presentation
Agenda Item Name:	Financial Statements of March 31, 2026
Recommended By:	Tracy Judy-City of Elkins Treasurer
Summary:	Financial Statements of March 31, 2026
Fiscal Impact:	N/A
Recommendation:	Presentation
Attachments:	1. Sanitary Board Financials

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	\$261,610.57	\$271,628.47	\$266,480.07				\$146,264.96	\$2,407,402.83
Expenses By Bank Account	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
Cash	\$252,283.78	\$275,161.48	\$274,693.86	\$274,846.36	\$221,808.23	\$277,311.92	\$213,741.06	\$259,974.46	\$211,316.72					\$2,261,137.87
Depreciation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
O&M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
TOTAL EXPENSES	\$252,283.78	\$275,161.48	\$274,693.86	\$274,846.36	\$221,808.23	\$277,311.92	\$213,741.06	\$259,974.46	\$211,316.72					

Bank Balances as of 3/31/2026

Cash Account \$373,868.43
 Depreciation Account \$232,398.19
 O&M Account \$726,115.10

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

401-SEWER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 75.00

	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	2,182.61	0.00	20,296.19	0.00	11,703.81	63.43
CHARGES FOR SERVICES	2,998,000	244,232.68	0.00	2,234,151.92	0.00	763,848.08	74.52
INTERGOVERNMENTAL	0	0.00	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS REVENUE	168,500	20,064.78	0.00	152,954.72	0.00	15,545.28	90.77
TOTAL REVENUE	3,198,500	266,480.07	0.00	2,407,402.83	0.00	791,097.17	75.27
<u>EXPENDITURE SUMMARY</u>							
CSO	58,330	2,676.46	0.00	32,838.02	0.00	25,491.98	56.30
CSO-OTHER	184,860	13,213.60	0.00	119,087.83	0.00	65,772.17	64.42
SEWER COLLECTION	1,050,381	63,124.03	0.00	721,895.85	0.00	328,485.15	68.73
SEWER TREATMENT	1,366,158	80,410.96	0.00	956,588.49	0.00	409,569.51	70.02
UTILITY BILLING	30,160	1,859.47	0.00	18,923.06	0.00	11,236.94	62.74
ADMIN & GENERAL	500,478	50,032.20	0.00	411,804.62	0.00	88,673.38	82.28
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
APPRENTICESHIP	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	3,190,367	211,316.72	0.00	2,261,137.87	0.00	929,229.13	70.87
REVENUE OVER/(UNDER) EXPENDITURES	8,133	55,163.35	0.00	146,264.96	0.00	(138,131.96)	1,798.41

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

401-SEWER FUND

% OF YEAR COMPLETED: 75.00

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	2,182.61	0.00	20,296.19	0.00	11,703.81	63.43
TOTAL TAXES	32,000	2,182.61	0.00	20,296.19	0.00	11,703.81	63.43
<u>CHARGES FOR SERVICES</u>							
401-000-361-0000 Metered Sales to Res Cu	1,350,000	102,920.01	0.00	1,001,359.52	0.00	348,640.48	74.17
401-000-361-0001 Metered Sales to Comm C	1,180,000	101,065.83	0.00	886,898.57	0.00	293,101.43	75.16
401-000-361-0002 Unmetered Sales to Res	15,000	1,354.33	0.00	11,325.31	0.00	3,674.69	75.50
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	38,892.51	0.00	334,568.52	0.00	115,431.48	74.35
TOTAL CHARGES FOR SERVICES	2,998,000	244,232.68	0.00	2,234,151.92	0.00	763,848.08	74.52
<u>INTERGOVERNMENTAL</u>							
401-000-365-0000 Federal Government Gran	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTERGOVERNMENTAL	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>MISCELLANEOUS REVENUE</u>							
401-000-380-0000 Interest Earned	9,000	883.51	0.00	9,909.59	0.00	(909.59)	110.11
401-000-381-0000 Reimbursements	3,000	128.12	0.00	2,077.91	0.00	922.09	69.26
401-000-382-0000 Refunds & Rebates	2,500	714.02	0.00	2,362.27	0.00	137.73	94.49
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	1,195.69	0.00	31,764.96	0.00	(17,764.96)	226.89
401-000-399-0001 Lab Analysis Services	140,000	16,663.44	0.00	95,327.99	0.00	44,672.01	68.09
401-000-399-0002 Sludge	0	480.00	0.00	9,572.00	0.00	(9,572.00)	0.00
TOTAL MISCELLANEOUS REVENUE	168,500	20,064.78	0.00	152,954.72	0.00	15,545.28	90.77
TOTAL REVENUE	3,198,500	266,480.07	0.00	2,407,402.83	0.00	791,097.17	75.27

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

401-SEWER FUND
CSO

% OF YEAR COMPLETED: 75.00

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	1,765.46	0.00	16,303.86	0.00	6,846.14	70.43
401-509-104-0000 FICA Tax	1,800	135.70	0.00	1,267.95	0.00	532.05	70.44
401-509-105-0000 Group Health Insurance	8,800	545.99	0.00	4,913.92	0.00	3,886.08	55.84
401-509-106-0000 Retirement	2,080	164.71	0.00	1,539.01	0.00	540.99	73.99
401-509-108-0000 Overtime/Extra Help	<u>1,500</u>	<u>64.60</u>	<u>0.00</u>	<u>796.08</u>	<u>0.00</u>	<u>703.92</u>	<u>53.07</u>
TOTAL PERSONAL SERVICES	37,330	2,676.46	0.00	24,820.82	0.00	12,509.18	66.49
<u>CONTRACTUAL SERVICES</u>							
401-509-216-0000 Maint of CSO Equipment	10,000	0.00	0.00	7,292.92	0.00	2,707.08	72.93
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	7,292.92	0.00	3,707.08	66.30
<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	2,676.46	0.00	32,838.02	0.00	25,491.98	56.30

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

401-SEWER FUND

CSO-OTHER

% OF YEAR COMPLETED: 75.00

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	9,060.15	0.00	83,651.68	0.00	38,768.32	68.33
401-510-104-0000 FICA Tax	9,370	733.29	0.00	6,603.14	0.00	2,766.86	70.47
401-510-105-0000 Group Health Insurance	33,000	1,902.43	0.00	17,121.93	0.00	15,878.07	51.88
401-510-106-0000 Retirement	10,070	804.61	0.00	7,279.78	0.00	2,790.22	72.29
401-510-108-0000 Overtime/Extra Help	<u>10,000</u>	<u>713.12</u>	<u>0.00</u>	<u>4,431.30</u>	<u>0.00</u>	<u>5,568.70</u>	<u>44.31</u>
TOTAL PERSONAL SERVICES	184,860	13,213.60	0.00	119,087.83	0.00	65,772.17	64.42
TOTAL CSO-OTHER	184,860	13,213.60	0.00	119,087.83	0.00	65,772.17	64.42

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

401-SEWER FUND
SEWER COLLECTION

% OF YEAR COMPLETED: 75.00

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	9,060.27	0.00	83,652.34	0.00	38,767.66	68.33
401-511-104-0000 FICA Tax	9,370	733.31	0.00	6,602.95	0.00	2,767.05	70.47
401-511-105-0000 Group Health Insurance	33,000	2,314.61	0.00	36,581.43	0.00	3,581.43	110.85
401-511-106-0000 Retirement	10,070	804.65	0.00	7,279.79	0.00	2,790.21	72.29
401-511-108-0000 Overtime/Extra Help	10,000	713.18	0.00	4,433.76	0.00	5,568.24	44.32
TOTAL PERSONAL SERVICES	184,860	13,626.02	0.00	138,548.27	0.00	46,311.73	74.95
CONTRACTUAL SERVICES							
401-511-211-0000 Telephone	3,000	0.00	0.00	2,529.75	0.00	470.25	84.33
401-511-213-0000 Utilities/Purchased Pow	108,000	152.67	0.00	72,546.31	0.00	35,453.69	67.17
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	5,290.00	0.00	31,563.58	0.00	28,436.42	52.61
401-511-216-0001 Maint Structures/Improv	10,000	0.00	0.00	3,686.83	0.00	6,313.17	36.87
401-511-217-0000 Maint Repair Autos & T	10,000	1,732.07	0.00	6,725.87	0.00	3,274.13	67.26
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	4,780.76	0.00	15,219.24	23.90
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	7,174.74	0.00	121,833.10	0.00	94,166.90	56.40
COMMODITIES							
401-511-341-0000 Supplies & Materials	45,000	0.00	0.00	23,680.86	0.00	21,319.14	52.62
401-511-343-0000 Automobile Supplies	10,000	0.00	0.00	9,937.50	0.00	62.50	99.38
401-511-345-0000 Uniforms	5,100	0.00	0.00	3,046.17	0.00	2,053.83	59.73
401-511-399-0000 Miscellaneous	10,000	0.00	0.00	887.36	0.00	9,112.64	8.87
TOTAL COMMODITIES	70,100	0.00	0.00	37,551.89	0.00	32,548.11	53.57
CAPITAL OUTLAY							
401-511-457-0000 Wastewater Garage	17,103	1,425.22	0.00	12,826.98	0.00	4,276.02	75.00
401-511-458-0000 Bond Payable S-1-09-A-R	33,965	2,830.41	0.00	25,473.69	0.00	8,491.31	75.00
401-511-458-0001 Bond Payable S-1-15-A-R	87,233	7,269.39	0.00	65,424.51	0.00	21,808.49	75.00
401-511-458-0003 Bond Payable S-1-20-A-R	321,412	26,784.32	0.00	241,058.88	0.00	80,353.12	75.00
401-511-458-0004 Bond Payable S-2-20-A-R	31,442	2,620.15	0.00	23,581.35	0.00	7,860.65	75.00
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	5,068.44	0.00	1,689.56	75.00
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	29,811.62	0.00	20,188.38	59.62
401-511-459-0005 2025 Ford F-150	0	830.82	0.00	4,153.10	0.00	4,153.10	0.00
TOTAL CAPITAL OUTLAY	569,421	42,323.27	0.00	413,863.42	0.00	155,557.58	72.68
OTHER EXPENDITURES							
401-511-670-0000 Interest & Penalties	10,000	0.00	0.00	10,099.17	0.00	99.17	100.99
TOTAL OTHER EXPENDITURES	10,000	0.00	0.00	10,099.17	0.00	99.17	100.99
TOTAL SEWER COLLECTION	1,050,381	63,124.03	0.00	721,895.85	0.00	328,485.15	68.73

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

401-SEWER FUND
SEWER TREATMENT

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-512-103-0000 Salaries & Wages	222,520	14,678.86	0.00	164,149.31	0.00	58,370.69	73.77
401-512-104-0000 FICA Tax	17,830	1,166.45	0.00	13,766.21	0.00	4,063.79	77.21
401-512-105-0000 Group Health Insurance	52,340	3,256.93	0.00	48,003.08	0.00	4,336.92	91.71
401-512-106-0000 Retirement	18,200	1,305.82	0.00	16,581.42	0.00	1,618.58	91.11
401-512-108-0000 Overtime/Extra Help	10,500	901.36	0.00	8,703.07	0.00	1,796.93	82.89
TOTAL PERSONAL SERVICES	321,390	21,309.42	0.00	251,203.09	0.00	70,186.91	78.16
<u>CONTRACTUAL SERVICES</u>							
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	132,310.04	0.00	47,689.96	73.51
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	1,094.48	0.00	905.52	54.72
401-512-216-0000 Maint Treat/Disp System	55,000	9,835.87	0.00	23,743.49	0.00	31,256.51	43.17
401-512-216-0001 Maint Structures/Improv	20,000	0.00	0.00	3,536.31	0.00	16,463.69	17.68
401-512-217-0000 Maint Repair Autos & Tr	10,000	0.00	0.00	1,921.84	0.00	8,078.16	19.22
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	949.70	0.00	50.30	94.97
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	0.00	0.00	47,343.54	0.00	32,656.46	59.18
TOTAL CONTRACTUAL SERVICES	353,050	9,835.87	0.00	212,727.15	0.00	140,322.85	60.25
<u>COMMODITIES</u>							
401-512-341-0000 Supplies & Materials	34,138	0.00	0.00	21,593.71	0.00	12,544.29	63.25
401-512-341-0001 Supplies & Matls Chemic	20,000	0.00	0.00	17,967.21	0.00	2,032.79	89.84
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	8,630.44	0.00	1,369.56	86.30
401-512-345-0000 Uniforms	5,000	0.00	0.00	2,902.54	0.00	2,097.46	58.05
401-512-399-0000 Miscellaneous	0	0.00	0.00	365.00	0.00	365.00	0.00
TOTAL COMMODITIES	79,138	0.00	0.00	51,458.90	0.00	27,679.10	65.02
<u>CAPITAL OUTLAY</u>							
401-512-459-0000 Bond Payable S-1-06-A-R	563,268	46,939.02	0.00	422,451.18	0.00	140,816.82	75.00
401-512-459-0002 2025 Ford F-350	8,712	629.62	0.00	6,868.96	0.00	1,843.04	78.84
401-512-459-0007 Skid Steer	21,600	1,697.03	0.00	11,879.21	0.00	9,720.79	55.00
TOTAL CAPITAL OUTLAY	593,580	49,265.67	0.00	441,199.35	0.00	152,380.65	74.33
<u>OTHER EXPENDITURES</u>							
401-512-670-0000 Interest & Penalties	19,000	0.00	0.00	0.00	0.00	19,000.00	0.00
TOTAL OTHER EXPENDITURES	19,000	0.00	0.00	0.00	0.00	19,000.00	0.00
TOTAL SEWER TREATMENT	1,366,158	80,410.96	0.00	956,588.49	0.00	409,569.51	70.02

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

401-SEWER FUND
UTILITY BILLING

% OF YEAR COMPLETED: 75.00

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	1,247.97	0.00	11,808.40	0.00	4,391.60	72.89
401-513-104-0000 FICA Tax	1,050	91.18	0.00	876.24	0.00	173.76	83.45
401-513-105-0000 Group Health Insurance	6,510	404.73	0.00	3,507.89	0.00	3,002.11	53.88
401-513-106-0000 Retirement	1,600	112.59	0.00	1,068.30	0.00	531.70	66.77
401-513-108-0000 Overtime/ Extra Help	600	3.00	0.00	61.04	0.00	538.96	10.17
TOTAL PERSONAL SERVICES	25,960	1,859.47	0.00	17,321.87	0.00	8,638.13	66.73
<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	1,601.19	0.00	1,398.81	53.37
TOTAL COMMODITIES	3,000	0.00	0.00	1,601.19	0.00	1,398.81	53.37
TOTAL UTILITY BILLING	30,160	1,859.47	0.00	18,923.06	0.00	11,236.94	62.74

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

401-SEWER FUND
ADMIN & GENERAL

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-514-103-0000 Salaries & Wages	70,550	6,643.78	0.00	59,012.25	0.00	11,537.75	83.65
401-514-104-0000 FICA Tax	5,400	503.90	0.00	3,729.42	0.00	1,670.58	69.06
401-514-105-0000 Group Health Insurance	0	5.91	0.00	671.40	0.00 (	671.40)	0.00
401-514-106-0000 Retirement	6,200	577.70	0.00	2,864.62	0.00	3,335.38	46.20
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	7,731.29	0.00	66,277.69	0.00	15,872.31	80.68
<u>CONTRACTUAL SERVICES</u>							
401-514-218-0000 Postage	10,000	896.58	0.00	7,507.86	0.00	2,492.14	75.08
401-514-220-0000 Advertising	100	0.00	0.00	87.00	0.00	13.00	87.00
401-514-223-0000 Professional Services	20,000	880.00	0.00	22,220.25	0.00 (	2,220.25)	111.10
401-514-226-0000 Insurance & Bonds	10,000	735.83	0.00	7,216.24	0.00	2,783.76	72.16
401-514-226-0001 Insurances & Bonds/GL	40,000	14,974.16	0.00	59,896.64	0.00 (	19,896.64)	149.74
401-514-230-0000 Contracted Services	10,000	155.28	0.00	12,015.53	0.00 (	2,015.53)	120.16
401-514-230-0001 Cont Serv/Consent Decree	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	17,641.85	0.00	108,973.52	0.00 (	13,823.52)	114.53
<u>COMMODITIES</u>							
401-514-341-0000 Supplies & Materials	500	0.00	0.00	342.37	0.00	157.63	68.47
401-514-348-0000 Charges by Other Funds	50,178	4,181.50	0.00	37,633.50	0.00	12,544.50	75.00
401-514-353-0000 Computer Software	12,000	0.00	0.00	29,682.35	0.00 (	17,682.35)	247.35
401-514-399-0000 Miscellaneous Expenses	1,000	234.30	0.00	1,684.97	0.00 (	684.97)	168.50
TOTAL COMMODITIES	63,678	4,415.80	0.00	69,343.19	0.00 (	5,665.19)	108.90
<u>OTHER EXPENDITURES</u>							
401-514-676-0000 Regulatory Commission	12,000	0.00	0.00	7,286.35	0.00	4,713.65	60.72
401-514-677-0000 R & R Requirement	79,500	6,715.99	0.00	52,825.88	0.00	26,674.12	66.45
401-514-677-0001 SB234 Requirement	168,000	13,527.27	0.00	107,097.99	0.00	60,902.01	63.75
TOTAL OTHER EXPENDITURES	259,500	20,243.26	0.00	167,210.22	0.00	92,289.78	64.44
TOTAL ADMIN & GENERAL	500,478	50,032.20	0.00	411,804.62	0.00	88,673.38	82.28

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

401-SEWER FUND
CAPITAL OUTLAY

% OF YEAR COMPLETED: 75.00

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

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

401-SEWER FUND
APPRENTICESHIP

% OF YEAR COMPLETED: 75.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR FO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-516-103-0000 Salaries & Wages	0	0.00	0.00	0.00	0.00	0.00	0.00
401-516-104-0000 FICA Tax.	0	0.00	0.00	0.00	0.00	0.00	0.00
401-516-106-0000 Retirement	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONAL SERVICES	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>CONTRACTUAL SERVICES</u>							
401-516-214-0000 Travel	0	0.00	0.00	0.00	0.00	0.00	0.00
401-516-221-0000 Training & Education	0	0.00	0.00	0.00	0.00	0.00	0.00
401-516-230-0000 Contracted Services	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
<u>COMMODITIES</u>							
401-516-341-0000 Supplies & Materials	0	0.00	0.00	0.00	0.00	0.00	0.00
401-516-399-0000 Miscellaneous	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL COMMODITIES	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>TOTAL APPRENTICESHIP</u>							
	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>TOTAL EXPENDITURES</u>							
	3,190,367	211,316.72	0.00	2,261,137.87	0.00	929,229.13	70.87
<u>REVENUE OVER/ (UNDER) EXPENDITURES</u>							
	8,133	55,163.35	0.00	146,264.96	0.00	(138,131.96)	1,798.41



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 20, 2026
Section:	Old Business
Category:	Action Item
Agenda Item Name:	Discussion and Consideration of Service Line Program from HomeServe
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	<i>Continuation of discussion from 2/17/2026 and 3/16/2026 Sanitary Board Meetings</i> 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: • 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. Please review attached description, presentation, and marketing agreement for more details.
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.



CITY OF ELKINS AGENDA ITEM REPORT

Recommendation:	City Attorney will present findings as discussed from 3/16/2026 Sanitary Board Meeting-with discussion and review by Sanitary Board.
Attachments:	1. Service Line Program by HomeServe STAFF REPORT- Elkins, WV 2. Standard SLWA agreement (Comp) - City of Elkins (1) 3. WV SLP Presentation 2026

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.

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, “**Indemnatee**”) 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 Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, 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 Indemnatee 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 Indemnatee 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.

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.



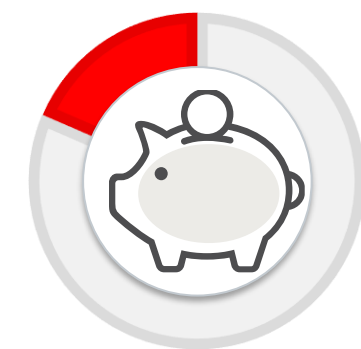
80% of homeowners had a home emergency in the last year.



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.



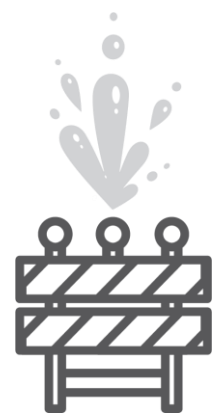
10K Americans retire each day and transition to a fixed income.



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

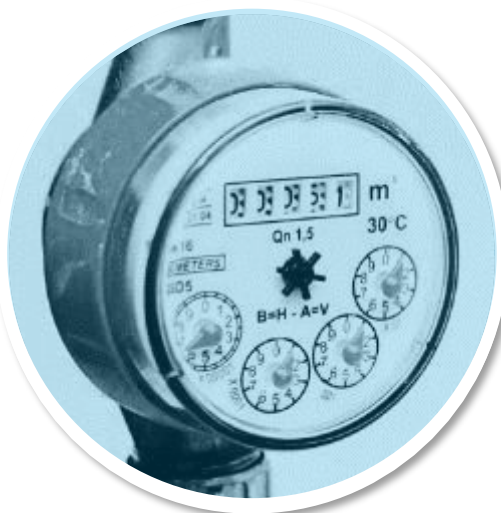


Turnkey program – provides marketing, billing, claims, customer service



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



Homeowner opt in or out at any time – no penalty



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



No pre-inspection – 30 day waiting period



Locally based, fully licensed and vetted contractors



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





CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 20, 2026
Section:	New Business
Category:	Action Item
Agenda Item Name:	Approval of Sewer Invoices
Recommended By:	Whitney Hymes-Wastewater Superintendent/Chief Operator
Summary:	Griffth & Associates, PLLC Invoice #:15592=\$8,606.00 Kay Casto & Chaney Invoice #:163018=\$975.00 Kay Cast & Chaney Invoice #:163585=\$493.55
Fiscal Impact:	Total Invoice Amount: \$10,074.55
Recommendation:	Consider for Approval
Attachments:	1. GriffithAssociatesInvoice15592 2. KayCastoChaneyInvoice163018 3. KayCastoChaneyInvoice163585

Griffith & Associates, PLLC

950 Little Coal River Road
Alum Creek, West Virginia 25003

Invoice**Invoice #:** 15592**Invoice Date:** 3/10/2026**Due Date:** 4/9/2026**Case:****P.O. Number:****Bill To:**

City of Elkins
Sewer Rate Analysis
401 Davis Avenue
Elkins, WV 26241

Description	Hours/Qty	Rate	Amount
Sewer Rate Analysis		8,606.00	8,606.00
07/28/25 OFFICE WORK / EMAIL	0.25		
07/29/25 MEETING / OFFICE WORK	1		
08/05/25 RATE WORK / EMAIL	0.75		
08/05/25 RULE 42	2		
08/06/25 OFFICE WORK / EMAIL	0.75		
08/06/25 RULE 42	2		
08/09/25 OFFICE WORK / EMAIL	0.25		
08/09/25 OFFICE WORK / EMAIL	0.5		
08/10/25 OFFICE WORK / EMAIL	1.25		
08/11/25 MEETING / TRAVEL TIME / OFFICE WORK / PHONE CALL	5		
08/12/25 OFFICE WORK / EMAIL	0.25		
09/01/25 OFFICE WORK / EMAIL	0.25		
09/09/25 OFFICE WORK / EMAIL	0.5		
10/14/25 OFFICE WORK / EMAIL	0.25		
10/15/25 OFFICE WORK / EMAIL	0.25		
10/16/25 ZOOM MEETING / OFFICE WORK / EMAIL	3.25		
10/17/25 OFFICE WORK / EMAIL	0.25		
10/20/25 MEETING / TRAVEL / OFFICE WORK / EMAIL	7.5		
11/13/25 RATE WORK	1		
11/13/25 OFFICE WORK / EMAIL	0.25		
11/17/25 RATE WORK	0.5		
12/04/25 OFFICE WORK / EMAIL / PHONE CALL	0.25		
12/09/25 OFFICE WORK / EMAIL	0.5		
12/10/25 RATE WORK / OFFICE WORK / EMAIL	6.5		
12/11/25 OFFICE WORK / EMAIL	5.5		
12/18/25 WVIJDC MEETING / OFFICE WORK	0.5		
01/15/26 OFFICE WORK / EMAIL	0.25		
01/15/26 OFFICE WORK / EMAIL	1.25		
01/27/26 RATE WORK	5		
02/03/26 RATE WORK	0.5		
02/04/26 RATE WORK	1		
02/05/26 RATE WORK	0.5		

Total**Payments/Credits****Balance Due**

Griffith & Associates, PLLC
950 Little Coal River Road
Alum Creek, West Virginia 25003

Invoice

Invoice #: 15592
Invoice Date: 3/10/2026
Due Date: 4/9/2026
Case:
P.O. Number:

Bill To:

City of Elkins
Sewer Rate Analysis
401 Davis Avenue
Elkins, WV 26241

Description	Hours/Qty	Rate	Amount
02/11/26 RATE WORK	1		
02/24/26 OFFICE WORK	1		
03/05/26 RATE WORK	7.25		
Reviewed/Approved By Whitney Hymes (Superintendent/Cheif Operator) on 3/19/2026 <i>Whitney L. Hymes</i>			

Total \$8,606.00

Payments/Credits \$0.00

Balance Due \$8,606.00

March 20, 2026

City Treasurer
City of Elkins
401 Davis Avenue
Elkins, WV 26241

Invoice #: 163018
Client #: 0001473
Matter #: 000090
Tax ID #: 55-0370165

INVOICE SUMMARY

For Professional Services Rendered through February 28, 2026

RE: 2026 Sewer Rate Increase

Professional Services	\$ 975.00
Disbursements	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 975.00

Reviewed and Approved by Whitney Hymes-Wastewater Superintendent/Chief Operator on 4/1/2026

Whitney L. Hymes

KAY CASTO & CHANEY PLLC

Invoice #: 163018

March 20, 2026

PROFESSIONAL SERVICES

Date	Prof	Description	Hours	Rate	Value
2/03/26	EG	Review Cindy Wilson Email Re City of Elkins Sewer Rate Increase; Review Annual Report On File With PSC Re Resale Customers; Draft Timeline For February 19th Adoption Date and Timeline For March 5th Adoption Date; Partially Draft Ordinance and Public Notice of Proposed Ordinance; Email Timelines To Whitney Hymes	2.50	95.00	237.50
2/03/26	CLW	Telephone call with Dixie Kellmeyer re: financial information for sewer increase, whether increase is project-related. Telephone call and email with Whitney Hymes re: preparation of timeline and documents for sewer increase. Conferring with Elizabeth Gardner.	.50	270.00	135.00
2/04/26	EG	Review Whitney Hymes Email Transmitting Griffith & Associates Accounting Documents/Download Documents; Incorporate Proposed 3-Step Increased Rates Into Draft Ordinance and Public Notice of Proposed Ordinance; Review Tracy Judy Email Re Effective Date of May 15 For Step 1 Rates To Coincide With Billing Period; Emails To/From Tracy Judy Re Effective Dates of Step 2 and 3 Rates; Partially Draft Tariff Forms No. 14 (Notice To Resale Customers) and No. 15 (LRR Municipal Form To Be Filed With PSC); Forward Forms To Dixie Kellmeyer For Completion of Financial Information; Review and Print Forms Completed By Dixie Kellmeyer; Work On New Tariff No. 16	1.50	95.00	142.50
2/05/26	EG	Email To Whitney Hymes and Tracy Judy To Confirm Rates Not Project Related; Review Whitney Response Re Referring To Dixie Kellmeyer To Respond; Telephone Call From Dixie; Email To Whitney, Tracy, Dixie and Cindy Wilson Re Rates Do Not Fall Under WV Code 24-2-11(l); Review Cindy Wilson Email Agreeing	.30	95.00	28.50
2/05/26	CLW	Evaluating WV Code 24-2-11(l), extent of Elkins projects.	.20	270.00	54.00
2/12/26	EG	Finalize Sewer Rate Increase Timeline, Ordinance, Pre-Adoption Notice, Tariff Form 14 Notice To Wholesale Customers; Tariff Form 6-A Verification of Mailing To Resale Customers; Tariff No. 16 (Step 1 Rates), Supplement No. 1 (Step 2 Rates) and Supplement No. 2 (Step 3 Rates and Email To Whitney; Review and Reply To Whitney's Inquiry Re Posting During Reading (Advised To Have Copies of Ordinance Available To Public and To Post Ordinance At City Hall)	1.00	95.00	95.00

KAY CASTO & CHANEY PLLC

Invoice #: 163018

March 20, 2026

Date	Prof	Description	Hours	Rate	Value
2/17/26	EG	Review Email From Whitney Hymes Re Sutton Stokes Inquiry As To Length of Public Notice To Be Published and Date of Publication; Respond To Whitney and Sutton Re Publication Can Occur On February 20th Rather Than February 26th and Providing Code Provisions Which Set Forth Contents of Notice of Proposed Rate Ordinances; Revise Ordinance and Pre-Adoption Public Notice To Reflect To Hearing Location Date; Review Sutton Stokes' Addition of Paragraph Re Date and Location of Hearing At Top of Public Notice and Move To Above Title of Ordinance; Email Revised Documents To Sutton Stokes and Whitney Hymes	.70	95.00	66.50
2/20/26	CLW	Emails to and from Whitney Hymes, Michael Griffith re: sewer rankings, reasons for rate increase. Researching rankings on PSC website.	.40	270.00	108.00
2/24/26	CLW	Email to and from Whitney Hymes. Researching statutory basis for rates to be self-sustaining.	.40	270.00	108.00

PROFESSIONAL SERVICES

\$ 975.00

SUMMARY OF PROFESSIONAL SERVICES

Professional	Title	Hours	Rate	Total
Elizabeth Gardner	Paralegal	6.00	95.00	570.00
Cynthia L. Wilson	Member	1.50	270.00	405.00
Total		7.50		\$ 975.00

TOTAL THIS INVOICE

\$ 975.00



1500 Chase Tower • 707 Virginia Street East • Charleston, WV 25301
Mailing Address: P.O. Box 2031 • Charleston, WV 25327
Telephone (304) 345-8900 • Fax (304) 345-8909
www.kaycasto.com

April 13, 2026

City Treasurer
City of Elkins
401 Davis Avenue
Elkins, WV 26241

Invoice #: 163585
Client #: 0001473
Matter #: 000090
Tax ID #: 55-0370165

INVOICE SUMMARY

For Professional Services Rendered through March 31, 2026

RE: 2026 Sewer Rate Increase

Professional Services	\$ 481.00	
Disbursements	<u>\$ 12.55</u>	
TOTAL THIS INVOICE	\$ 493.55	Due this invoice
Previous Balance	<u>\$ 975.00</u>	On Invoice #:163018 (provided in this packet)
TOTAL BALANCE DUE	<u>\$ 1,468.55</u>	

Total of Invoice #: 163018 and 163585

Reviewed/Approved By Whitney Hymes (Superintendent/Cheif Operator) on 4/16/2026

Whitney L. Hymes

KAY CASTO & CHANEY PLLC

Invoice #: 163585

April 13, 2026

PROFESSIONAL SERVICES

Date	Prof	Description	Hours	Rate	Value
3/02/26	CLW	Reviewing draft Agenda re: public hearing on sewer increase. Emails to and from Sutton Stokes.	.30	270.00	81.00
3/04/26	CLW	Researching tariffs and cases for provisions re: water not returned to sanitary sewer system. Email to Whitney Hymes.	1.00	270.00	270.00
3/06/26	CLW	Emails to and from Whitney Hymes re: adoption of sewer rate ordinance.	.20	270.00	54.00
3/09/26	EG	Review Email From Sutton Stokes and Download Ordinance Documents	.20	95.00	19.00
3/10/26	EG	Finalize Tariff Form No. 15; Prepare PSC Filing of Ordinance Documents and Electronically File With PSC; Forward Stamped Copy of PSC Filing To Sutton Stokes	.60	95.00	57.00

PROFESSIONAL SERVICES

\$ 481.00

SUMMARY OF PROFESSIONAL SERVICES

Professional	Title	Hours	Rate	Total
Elizabeth Gardner	Paralegal	.80	95.00	76.00
Cynthia L. Wilson	Member	1.50	270.00	405.00
Total		2.30		\$ 481.00

DISBURSEMENTS

Date	Description	Amount
3/10/26	Postage - postage	11.95
3/10/26	Printing/Photocopy - 6 Copies of Tariff 16	.60

DISBURSEMENTS

\$ 12.55

TOTAL THIS INVOICE

\$ 493.55

KAY CASTO & CHANEY PLLC

Invoice #: 163585

April 13, 2026

OUTSTANDING INVOICES

Invoice Number	Date	Invoice Total	Payments Received	Ending Balance
163018	3/20/26	975.00	.00	975.00
PREVIOUS BALANCE				\$ 975.00
Balance Due This Invoice				<u>\$ 493.55</u>
TOTAL BALANCE DUE				<u><u>\$ 1,468.55</u></u>

AGED ACCOUNTS RECEIVABLE

Current - 30	31 - 60	61 - 90	91 - 120	Over 120	Total
\$ 975.00	\$.00	\$.00	\$.00	\$.00	\$ 975.00



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 20, 2026
Section:	New Business
Category:	Action Item
Agenda Item Name:	Approval of the FY 2027 Sewer Budget
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator Tracy Judy-City of Elkins Treasurer
Summary:	Review, discussion, and approval of the FY2027 Sewer Budget
Fiscal Impact:	N/A
Recommendation:	Consider for Approval
Attachments:	1. FY2027SewerBudgetFINALpdf

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
401-000-302-0000	Penalty Income	30,000.00CR
401-000-361-0000	Metered Sales to Res Cust.	1,500,000.00CR
401-000-361-0001	Metered Sales to Comm Cust.	1,360,000.00CR
401-000-361-0002	Unmetered Sales to Res Cust.	17,000.00CR
401-000-361-0003	Taps & Connections	1,500.00CR
401-000-361-0004	Services to Other Systems	487,000.00CR
401-000-365-0000	Federal Government Grants	20,000.00CR
401-000-380-0000	Interest Earned	10,000.00CR
401-000-381-0000	Reimbursements	3,000.00CR
401-000-382-0000	Refunds & Rebates	3,200.00CR
401-000-383-0000	Sale Of Fixed Asset	0.00
401-000-386-0000	Insurance Claims	0.00
401-000-399-0000	Miscellaneous	12,000.00CR
401-000-399-0001	Lab Analysis Services	150,000.00CR
401-000-399-0002	Sludge	0.00
401-000-399-0004	Charges For Service-Sewer	0.00
	PAGE TOTAL:	3,593,700.00CR
	TOTAL:	3,593,700.00CR
	TOTAL REVENUES:	3,593,700.00CR

4-07-26 11:22 AM G/L BUDGET REPORT
BUDGET : 27-2026-2027 Budget
FUND : 401 SEWER FUND
ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 2

ACCOUNT NO# ===== ACCOUNT NAME ===== ANNUAL BUDGET
DEPT NO: 509 CSO

401-509-103-0000	Salaries & Wages	25,410.00
401-509-104-0000	FICA Tax	1,950.00
401-509-105-0000	Group Health Insurance	9,700.00
401-509-106-0000	Retirement	2,040.00
401-509-108-0000	Overtime/Extra Help	1,500.00
401-509-216-0000	Maint of CSO Equipment	12,000.00
401-509-217-0000	Maint Repair Autos & Trucks	1,000.00
401-509-341-0000	Supplies & Materials	3,000.00
401-509-343-0000	Automobile Supplies	1,000.00

PAGE TOTAL: 57,600.00

DEPT TOTAL: 57,600.00

4-07-26 11:22 AM G/L BUDGET REPORT
BUDGET : 27-2026-2027 Budget
FUND : 401 SEWER FUND
ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 3

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
DEPT NO: 510	CSO-OTHER	
401-510-103-0000	Salaries & Wages	157,365.00
401-510-104-0000	FICA Tax	12,040.00
401-510-105-0000	Group Health Insurance	45,990.00
401-510-106-0000	Retirement	11,690.00
401-510-108-0000	Overtime/Extra Help	12,000.00
	PAGE TOTAL:	239,085.00
	DEPT TOTAL:	239,085.00

4-07-26 11:22 AM G/L BUDGET REPORT
 BUDGET : 27-2026-2027 Budget
 FUND : 401 SEWER FUND
 ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 4

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
DEPT NO: 511	SEWER COLLECTION	
401-511-103-0000	Salaries & Wages	157,365.00
401-511-104-0000	FICA Tax	12,040.00
401-511-105-0000	Group Health Insurance	45,990.00
401-511-106-0000	Retirement	11,690.00
401-511-108-0000	Overtime/Extra Help	12,000.00
401-511-211-0000	Telephone	3,000.00
401-511-213-0000	Utilities/Purchased Power	90,000.00
401-511-214-0000	Travel	0.00
401-511-215-0002	Stormwater Supplies	1,000.00
401-511-216-0000	Maint Pumping Equipment	75,000.00
401-511-216-0001	Maint Structures/Improvement	8,500.00
401-511-217-0000	Maint Repair Autos & Trucks	7,000.00
401-511-221-0000	Training & Education	300.00
401-511-222-0000	Dues & Subscriptions	1,000.00
401-511-230-0000	Contracted Services	33,507.00
401-511-240-0000	Refunds & Reimbursements	1,000.00
401-511-341-0000	Supplies & Materials	40,000.00
401-511-343-0000	Automobile Supplies	13,700.00
401-511-345-0000	Uniforms	5,000.00
401-511-399-0000	Miscellaneous	3,000.00
401-511-457-0000	Wastewater Garage	17,103.00
401-511-458-0000	Bond Payable S-1-09-A-RN-12	33,965.00
401-511-458-0001	Bond Payable S-1-15-A-RN-12	87,233.00
401-511-458-0003	Bond Payable S-1-20-A-RN-12	321,412.00
401-511-458-0004	Bond Payable S-2-20-A-RN-12	31,442.00
401-511-459-0000	2018 Van & Sewera Camera	0.00
401-511-459-0001	2021 Ford F-150	0.00
401-511-459-0002	Capital Outlay	65,000.00
401-511-459-0003	900 ECO Cleaner	45,000.00
401-511-459-0005	2025 Ford F-150	8,150.00
401-511-670-0000	Interest & Penalties	16,000.00

PAGE TOTAL: 1,146,397.00

DEPT TOTAL: 1,146,397.00

4-07-26 11:22 AM G/L BUDGET REPORT
 BUDGET : 27-2026-2027 Budget
 FUND : 401 SEWER FUND
 ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 5

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
DEPT NO: 512	SEWER TREATMENT	
401-512-103-0000	Salaries & Wages	272,980.00
401-512-104-0000	FICA Tax	20,883.00
401-512-105-0000	Group Health Insurance	77,300.00
401-512-106-0000	Retirement	19,241.00
401-512-108-0000	Overtime/Extra Help	13,500.00
401-512-211-0000	Telephone	1,950.00
401-512-213-0000	Utilities/Purchased Power	155,000.00
401-512-214-0000	Travel	500.00
401-512-215-0000	Maint of Bldgs & Grounds	2,000.00
401-512-216-0000	Maint Treat/Disp System	55,000.00
401-512-216-0001	Maint Structures/Improvement	20,000.00
401-512-217-0000	Maint Repair Autos & Trucks	5,000.00
401-512-218-0000	Postage	50.00
401-512-220-0000	Advertising	400.00
401-512-221-0000	Training & Education	1,500.00
401-512-222-0000	Dues & Subscriptions	2,250.00
401-512-230-0000	Contracted Services	81,430.00
401-512-341-0000	Supplies & Materials	35,000.00
401-512-341-0001	Supplies & Matls Chemicals	28,000.00
401-512-341-0002	Purification Supplies	8,000.00
401-512-343-0000	Automobile Supplies	7,600.00
401-512-345-0000	Uniforms	5,000.00
401-512-399-0000	Miscellaneous	0.00
401-512-459-0000	Bond Payable S-1-06-A-RN-12	563,268.00
401-512-459-0002	2025 Ford F-350	7,556.00
401-512-459-0004	Ford F-150	8,540.00
401-512-459-0007	Skid Steer	20,400.00
401-512-670-0000	Interest & Penalties	0.00
	PAGE TOTAL:	1,412,348.00
	DEPT TOTAL:	1,412,348.00

4-07-26 11:22 AM G/L BUDGET REPORT
BUDGET : 27-2026-2027 Budget
FUND : 401 SEWER FUND
ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

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ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
DEPT NO: 513	UTILITY BILLING	
401-513-103-0000	Salaries & Wages	17,000.00
401-513-104-0000	FICA Tax	1,100.00
401-513-105-0000	Group Health Insurance	7,200.00
401-513-106-0000	Retirement	1,600.00
401-513-108-0000	Overtime/ Extra Help	600.00
401-513-214-0000	Travel	500.00
401-513-221-0000	Training & Education	1,000.00
401-513-341-0000	Supplies & Materials	3,000.00
	PAGE TOTAL:	32,000.00
	DEPT TOTAL:	32,000.00

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
DEPT NO: 514	ADMIN & GENERAL	
401-514-103-0000	Salaries & Wages	86,000.00
401-514-104-0000	FICA Tax	6,540.00
401-514-105-0000	Group Health Insurance	80.00
401-514-106-0000	Retirement	6,670.00
401-514-108-0000	Overtime/Extra Help	0.00
401-514-218-0000	Postage	12,000.00
401-514-220-0000	Advertising	500.00
401-514-223-0000	Professional Services	30,000.00
401-514-226-0000	Insurance & Bonds	11,000.00
401-514-226-0001	Insurances & Bonds/GL	61,000.00
401-514-230-0000	Contracted Services	15,000.00
401-514-230-0001	Cont Serv/Consent Decree	5,000.00
401-514-232-0000	Bank Charges	50.00
401-514-341-0000	Supplies & Materials	500.00
401-514-348-0000	Charges by Other Funds	54,260.00
401-514-353-0000	Computer Software	35,000.00
401-514-399-0000	Miscellaneous Expenses	1,000.00
401-514-676-0000	Regulatory Commission	20,000.00
401-514-677-0000	R & R Requirement	89,000.00
401-514-677-0001	SB234 Requirement	245,000.00
	PAGE TOTAL:	678,600.00
	DEPT TOTAL:	678,600.00

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ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

PAGE: 8

ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
DEPT NO: 515	SEWER DEPRECIATION	
401-515-216-0000	Depreciation Acc Mtn Trt/Disp	0.00
401-515-216-0001	Depreciation Acct Mnt/Struct	0.00
	PAGE TOTAL:	0.00
	DEPT TOTAL:	0.00

4-07-26 11:22 AM G/L BUDGET REPORT
BUDGET : 27-2026-2027 Budget
FUND : 401 SEWER FUND
ITEMS PRINTED: ANNUAL BUDGET AMOUNTS

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ACCOUNT NO#	===== ACCOUNT NAME =====	ANNUAL BUDGET
DEPT NO: 516	APPRENTICESHIP	
401-516-103-0000	Salaries & Wages	23,000.00
401-516-104-0000	FICA Tax	1,720.00
401-516-106-0000	Retirement	1,800.00
401-516-214-0000	Travel	500.00
401-516-221-0000	Training & Education	250.00
401-516-230-0000	Contracted Services	0.00
401-516-341-0000	Supplies & Materials	350.00
401-516-399-0000	Miscellaneous	50.00
	PAGE TOTAL:	27,670.00
	DEPT TOTAL:	27,670.00
	TOTAL EXPENDITURES:	3,593,700.00
	NET REVENUES/EXPENDITURES:	0.00

SELECTION CRITERIA

FUND: Include: 401
ACCOUNTS: ALL
DIGIT SELECTION:

PRINT OPTIONS

ITEMS TO PRINT: Annual Budget
BUDGET TO PRINT: 27-2026-2027 Budget
INCLUDE LINE ITEM DETAIL: NO
INCLUDE ACCOUNT BUDGET NOTES: NO
PAGE BREAK BY DEPARTMENT: YES

** END OF REPORT **



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 20, 2026
Section:	New Business
Category:	Action Item
Agenda Item Name:	Installation of Auxiliary Power Source (Generator) at Cherokee Lift Station
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	This agenda item concerns the installation of an auxiliary power source (generator) at the Cherokee Lift Station to improve system reliability during power outages. The proposed equipment includes a 150 kW generator with a 225-amp transfer switch at a cost of \$55,705.88. In addition to the equipment purchase, site work is estimated to increase the project cost to approximately \$80,000. All installation and related work will be performed in-house.
Fiscal Impact:	150KW Standby Generator Gas with 225A Transfer Switch=\$55,705.88 (Quote as of 2/19/2026) The total anticipated project cost is approximately \$80,000 with the inclusion of the site work. Site work and installation will be done in house. Request for funding to come from the Capital Working Cash Revenue (CWCRC) account since the installation constitutes an extraordinary and non-recurring expenditure as described in PSC General Order No. 183.11 (page 4 second full paragraph).
Recommendation:	It is recommended that the Board approve funding for the purchase and installation of a 150 kW auxiliary generator at the Cherokee Lift Station to ensure continued operation during power outages and improve system reliability.



CITY OF ELKINS AGENDA ITEM REPORT

	Funding for this project, in the estimated total amount of \$80,000, will be allocated from the Cash Working Cash Revenue (CWCR) account. Installation and associated site work will be completed in-house to help manage overall project costs. Approval of this item will support uninterrupted service and enhance the resiliency of the sanitary sewer system.
Attachments:	1. Quotation City of Elkins Options



February 19, 2026

Prepared by

Alan Beasley
Senior Sales Executive - PG
(304) 964-3007
ln412@cummins.com

We are pleased to provide you this quotation based on your inquiry.

150kw Option		
Item	Description	Qty
1	C150N6, 150kW, 60Hz, Standby, Natural Gas/Propane Genset U.S. EPA, Stationary Emergency Application Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 480/277V, 105C, 40C Ambient, Increased Motor Starting (IMS) Aluminum Sound Attenuated Level 1 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Battery Rack Skidbase - Housing Ready Control Mounting - Left Facing PowerCommand 2.3 Controller Gauge - Oil Pressure Stop Switch - Emergency Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 70A - 250A, 3P, LSI, 600 Volts AC, 100%, UL Circuit Breaker or Terminal Box (Position B) - None Circuit Breaker or Terminal Box (Position C) - None Circuit Breaker or Entrance Box - Bottom Entry, Right Side Engine Governor - Electronic, Isochronous Single Gas Fuel - NG or LP Vapor Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture	1



2	Coolant Heater, Extreme Cold Ambient	
	Engine Oil Heater - 120 Volts AC, Single Phase	
	Engine Oil	
	Genset Warranty - 2 Years Base	
	Literature - English	
	Packing - Skid, Poly Bag	
	Extension - Oil Drain	
	OTECB, OTEC Transfer Switch-Electronic Control: 225A	1
	Listing - UL 1008/CSA Certification	
	Application - Utility to Genset	
	Cabinet - Type 3R	
	Poles - 4 (Switched Neutral)	
	Frequency - 60 Hz	
	System - 3 Phase, 3 or 4 Wire	
	Voltage - 480 Volts AC	
	Genset Starting Battery - 12V DC	
	PC40 Control	
	Interface - Communications Network, MODBUS RTU Module	
	Transfer Switch Warranty - 2 Year Comprehensive	
	Remote Emergency Stop	1
	Service - start up & testing	1
	12VDC Engine Starting Battery - 700CCA	1
150kw Option SUB TOTAL: \$55,705.88		
45kw Option		
Item	Description	Qty
1	C45N6, 45kW, 60Hz, Standby, Natural Gas/Propane Genset U.S. EPA, Stationary Emergency Application Duty Rating - Standby Power (ESP) Emissions Certification - SI, EPA, Emergency, Stationary, 40CFR60 NFPA 110 Type 10 Level 1 Capable Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 120/240, 3 Phase, Delta, 4 Wire Alternator - 60Hz, 12L, 240/120V, 105C, 40C Ambient, Increased Motor Starting (IMS) Aluminum Sound Attenuated Level 1 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7-10 Skidbase - Housing Ready Control Mounting - Left Facing PowerCommand 1.1 Controller Gauge - Oil Pressure Stop Switch - Emergency Control Display Language - English Load Connection - Single	1



Quote value does not include any tax.

Quotation: Q-426712-20260219-1332



Quoted per conversation. No specifications or drawings included.

Generators will deliver in box truck. If flatbed delivery is needed, please add \$1,500.00.

Automatic transfer switches quoted as 4 pole (switched neutral). If 3 pole (solid neutral) is needed, please deduct \$300 each.

Proposal is for equipment only, offloading, rigging, and installation by others.

Fuel and permits, unless listed above, is not included.

Cummins Standard Start-up and testing is included. Additional tests, such as NETA testing, if required, is by others

Coordination Study not provided.



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Alan Beasley

Alan Beasley
Senior Sales Executive - PG
(304) 964-3007
ln412@cummins.com

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>



TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. The purchase of Equipment is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Equipment if delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right to invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed one hundred twenty (120) days from the agreed upon delivery date, unless otherwise agreed by Cummins in writing. A storage fee of two thousand five hundred dollars (\$2,500.00) or two percent (2%) of the total quoted amount, whichever is greater, shall be assessed for any Equipment whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Equipment is delayed, deferred, or refused by Customer beyond one hundred twenty (120) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Equipment in accordance with applicable abandonment laws, and/or (ii) make the Equipment available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, wind-storms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies,



equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.*

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided. Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, after receipt of a purchase order for a generator already on order with the factory, or after Cummins is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the



scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.



16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.



22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

26. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

27. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.



28. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 20, 2026
Section:	New Business
Category:	Action Item
Agenda Item Name:	Reimbursement of Damages at 305 Wilson Street
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	A reimbursement request has been submitted in the amount of \$7,900.52 following a sewer backup into the basement of the residence located at 305 Wilson Street Elkins, WV 26241 on March 5, 2026. Investigation determined that a blockage was present in the public sewer main at the time of the incident. However, the residence is equipped with a check valve on the private lateral, which functioned as intended and prevented flow from the public main from entering the property. Evidence indicates that the backup originated from within the residence's own plumbing system, resulting in internal flooding rather than intrusion from the public sewer system. Based on these findings, it is reasonable to conclude that, but for the obstruction in the public sewer main, the check valve would have operated without restricting normal outflow and the backup condition likely would not have occurred. The property owner incurred costs related to cleanup, sanitation, and damages, and has submitted supporting documentation including invoices and receipts totaling \$7,900.52. Staff has reviewed the available information, including maintenance records and response actions associated with the main line blockage.
Fiscal Impact:	Perfection Plus Invoice #: 2026-04-06-1133=\$4,300.52 (Paid Directly to Perfection Plus PO#:56042) Additional Damages Reported=\$3,602.00 (See additional self-appraised item list provided to Sanitary Board) Total In Damages: \$\$7,900.52
Recommendation:	The Sanitary Board is requested to consider approval of the reimbursement in the amount of \$7,900.52 based on the contributing role of the public sewer main obstruction.
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	April 20, 2026
Section:	New Business
Category:	Action Item
Agenda Item Name:	Reimbursement of Damages at 306 Wilson Street
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	A reimbursement request has been submitted in the amount of \$3,046.30 following a sewer backup into the basement of the residence located at 306 Wilson Street Elkins, WV 26241 on March 5, 2026. Investigation determined that a blockage was present in the public sewer main at the time of the incident. However, the residence is equipped with a check valve on the private lateral, which functioned as intended and prevented flow from the public main from entering the property. Evidence indicates that the backup originated from within the residence's own plumbing system, resulting in internal flooding rather than intrusion from the public sewer system. Based on these findings, it is reasonable to conclude that, but for the obstruction in the public sewer main, the check valve would have operated without restricting normal outflow and the backup condition likely would not have occurred. The property owner incurred costs related to cleanup, sanitation, and damages, and has submitted supporting documentation including invoices and receipts totaling \$3,046.30. Staff has reviewed the available information, including maintenance records and response actions associated with the main line blockage.
Fiscal Impact:	Perfection Plus Invoice #: 2026-04-06-1151=\$2,442.31 (Paid Directly to Perfection Plus PO#:56043) Additional Damages Reported=\$603.99 (See additional self-appraised item list provided to Sanitary Board) Total In Damages: \$3,046.30
Recommendation:	The Sanitary Board is requested to consider approval of the reimbursement in the amount of \$3,046.30 based on the contributing role of the public sewer main obstruction.
Attachments:	None