



City of Elkins

Sanitary Board

January 16, 2024
11:00 AM
401 Davis Avenue
Council Chamber, 2nd Floor

AGENDA

1. **Call to order and roll call**
2. **Public comment**
3. **Agenda Adjustments**
 - a. Consideration of Petition of the Sanitary Board to City Council Requesting the Issuance of Sewer Revenue Bonds in an Amount not to exceed \$250,000 for the purposes of financing a new garage for the Sanitary Sewer System of the City of Elkins.
4. **Minutes**
 - a. Proposed minutes for the meeting of December 8, 2023
5. **Presentation**
6. **Reports**
 - a. Chief Wastewater Operator
 - b. Wastewater Collection Supervisor
 - c. Financial Statements as of December 31, 2023
7. **Unfinished business**
 - a. Discussion on Replacement/Repair of Water and Sewer Lines in the City of Elkins
 - b. Phase III Project Updates and Discussion
 - c. Discussion of Wastewater Collection Storage Building Bids
8. **New business**
 - a. Approval of Sewer Invoices
 - b. Approval of Elkins Wastewater Plant Laboratory Price Guide and Rates
 - c. Consideration of Petition of the Sanitary Board to City Council Requesting the Issuance of Sewer Revenue Bonds in an Amount not to exceed \$250,000 for the purposes of financing a new garage for the Sanitary Sewer System of the City of Elkins.
9. **Announcements**
10. **Adjournment**



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 16, 2024
Section:	Minutes
Category:	Action Item
Agenda Item Name:	Proposed minutes for the meeting of December 8, 2023
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	1. Sanitary Board - 2023_12_08 - minutes

SANITARY BOARD REGULAR MEETING MINUTES

***401 Davis Avenue
City Hall, Council Chambers
December 8, 2023
10:00 A.M.***

Present were Committee Members: Jerry Marco and Randall Biller (via phone)

Also present were Gerry Roberts (City Attorney), Tracy Judy (Treasurer), Whitney Hymes (Wastewater Superintendent), Cary Smith (Region VII), and Burgess and Naples representatives.

MINUTES

Randall Biller, **MOVED APPROVAL OF THE MINUTES OF THE SEPTEMBER 18, 2023, MEETING.**
The motion carried.

Randall Biller, **MOVED APPROVAL OF THE MINUTES OF THE SEPTEMBER 28, 2023, MEETING.**
The motion carried.

Randall Biller, **MOVED APPROVAL OF THE MINUTES OF THE NOVEMBER 1, 2023, MEETING.** The motion carried.

REPORTS

- **Whitney Hymes, Wastewater Superintendent/ Chief Operator, provided a report on the months of September and November.**
- **Tracy Judy (City Treasurer) provided financial reports for September 30, 2023, October 31, 2023, and November 30, 2023.**

UNFINISHED BUSINESS

Whitney Hymes discussed the replacement/repair of the water and sewer lines in the city.

NEW BUSINESS

Jerry Marco, **MOVED APPROVAL OF SEWER INVOICES.** The motion carried.

Randall Biller, **MOVED APPROVAL OF THE POTENTIAL EXTENSION OF CITY SEWER SERVICES ON GEORGE TOWN ROAD.** No action was taken.

Jerry Marco, **MOVED APPROVAL OF THE DISCUSSION OF PHASE III PROJECT UPDATES AND DISCUSSIONS.** No action was taken.

Randall Biller, **MOVED APPROVAL OF THE PROPOSAL TO GRANT HALF A DAY HOLIDAY FOR SANITARY BOARD EMPLOYEES FOR 12/22/23 AND 12/29/23.** The motion carried.

Randall Biller, **MOVED APPROVAL OF WASTEWATER COLLECTION STORAGE BUILDING BIDS.** No action was taken.

ADJOURNMENT

The meeting adjourned at 11:00 a.m.

The foregoing minutes were approved at the meeting of _____, 2022

Name & Title

Signature

FY 2024 BUDGET CONTROL REPORT

Revenues	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Revenues Over Expenses	Total
	\$216,491.85	\$207,080.31	\$217,303.75	\$243,124.25	\$248,104.41	\$215,667.43							-\$82,091.61	\$1,347,772.00
Expenses	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun		
	\$244,836.96	\$222,640.35	\$240,905.73	\$230,264.95	\$307,902.19	\$183,313.43								\$1,429,863.61

Bank Balance as of 12/31/2023: \$44,173.25

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

401-SEWER FUND
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 50.00

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	15,000	1,111.44	0.00	10,476.74	0.00	4,523.26	69.84
CHARGES FOR SERVICES	2,775,000	207,491.80	0.00	1,236,261.35	0.00	1,538,738.65	44.55
MISCELLANEOUS REVENUE	170,000	7,064.19	0.00	101,033.91	0.00	68,966.09	59.43
TOTAL REVENUE	2,960,000	215,667.43	0.00	1,347,772.00	0.00	1,612,228.00	45.53
<u>EXPENDITURE SUMMARY</u>							
CSO	50,459	3,170.52	0.00	15,499.15	0.00	34,959.35	30.72
CSO-OTHER	145,576	13,560.40	0.00	68,714.52	0.00	76,861.48	47.20
SEWER COLLECTION	1,001,170	59,792.87	0.00	450,255.72	0.00	550,913.78	44.97
SEWER TREATMENT	1,345,974	84,063.24	0.00	620,710.16	0.00	725,263.84	46.12
UTILITY BILLING	28,610	2,719.75	0.00	14,146.49	0.00	14,463.51	49.45
ADMIN & GENERAL	388,212	20,006.65	0.00	204,714.82	0.00	183,497.18	52.73
CAPITAL OUTLAY	0	0.00	0.00	55,822.75	0.00	(55,822.75)	0.00
TOTAL EXPENDITURES	2,960,000	183,313.43	0.00	1,429,863.61	0.00	1,530,136.39	48.31
REVENUE OVER/ (UNDER) EXPENDITURES	0	32,354.00	0.00	(82,091.61)	0.00	82,091.61	0.00

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

401-SEWER FUND

% OF YEAR COMPLETED: 50.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>TAXES</u>							
401-000-302-0000 Penalty Income	15,000	1,111.44	0.00	10,476.74	0.00	4,523.26	69.84
TOTAL TAXES	15,000	1,111.44	0.00	10,476.74	0.00	4,523.26	69.84
<u>CHARGES FOR SERVICES</u>							
401-000-361-0000 Metered Sales to Res Cu	1,290,900	94,597.92	0.00	560,597.13	0.00	730,302.87	43.43
401-000-361-0001 Metered Sales to Comm C	1,050,000	80,136.25	0.00	459,243.50	0.00	590,756.50	43.74
401-000-361-0002 Unmetered Sales to Res	19,100	1,117.50	0.00	7,577.52	0.00	11,522.48	39.67
401-000-361-0003 Taps & Connections	10,000	0.00	0.00	7,082.66	0.00	2,917.34	70.83
401-000-361-0004 Services to Other Syste	405,000	31,640.13	0.00	201,760.54	0.00	203,239.46	49.82
TOTAL CHARGES FOR SERVICES	2,775,000	207,491.80	0.00	1,236,261.35	0.00	1,538,738.65	44.55
<u>MISCELLANEOUS REVENUE</u>							
401-000-380-0000 Interest Earned	13,000	357.57	0.00	2,937.05	0.00	10,062.95	22.59
401-000-381-0000 Reimbursements	2,000	0.00	0.00	1,107.34	0.00	892.66	55.37
401-000-382-0000 Refunds & Rebates	4,000	0.00	0.00	2,092.44	0.00	1,907.56	52.31
401-000-383-0000 Sale Of Fixed Asset	0	0.00	0.00	0.00	0.00	0.00	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	1,000	750.77	0.00	2,663.04	0.00	1,663.04	266.30
401-000-399-0001 Lab Analysis Services	150,000	5,955.85	0.00	92,234.04	0.00	57,765.96	61.49
TOTAL MISCELLANEOUS REVENUE	170,000	7,064.19	0.00	101,033.91	0.00	68,966.09	59.43
TOTAL REVENUE	2,960,000	215,667.43	0.00	1,347,772.00	0.00	1,612,228.00	45.53

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

401-SEWER FUND

CSO

% OF YEAR COMPLETED: 50.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-509-103-0000 Salaries & Wages	19,095	2,232.61	0.00	9,799.04	0.00	9,295.96	51.32
401-509-104-0000 FICA Tax	1,590	111.18	0.00	739.15	0.00	850.85	46.49
401-509-105-0000 Group Health Insurance	7,560	565.95	0.00	3,395.70	0.00	4,164.30	44.92
401-509-106-0000 Retirement	2,047	205.88	0.00	901.68	0.00	1,145.32	44.05
401-509-108-0000 Overtime/Extra Help	1,667	54.90	0.00	219.60	0.00	1,446.90	13.18
TOTAL PERSONAL SERVICES	31,959	3,170.52	0.00	15,055.17	0.00	16,903.33	47.11
<u>CONTRACTUAL SERVICES</u>							
401-509-216-0000 Maint of CSO Equipment	10,000	0.00	0.00	0.00	0.00	10,000.00	0.00
401-509-217-0000 Maint Repair Autos & Tr	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
TOTAL CONTRACTUAL SERVICES	11,000	0.00	0.00	0.00	0.00	11,000.00	0.00
<u>COMMODITIES</u>							
401-509-341-0000 Supplies & Materials	6,000	0.00	0.00	443.98	0.00	5,556.02	7.40
401-509-343-0000 Automobile Supplies	1,500	0.00	0.00	0.00	0.00	1,500.00	0.00
TOTAL COMMODITIES	7,500	0.00	0.00	443.98	0.00	7,056.02	5.92
TOTAL CSO	50,459	3,170.52	0.00	15,499.15	0.00	34,959.35	30.72

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

401-SEWER FUND

CSO-OTHER

% OF YEAR COMPLETED: 50.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-510-103-0000 Salaries & Wages	100,960	10,844.73	0.00	50,868.73	0.00	50,091.27	50.39
401-510-104-0000 FICA Tax	8,430	568.46	0.00	4,052.63	0.00	4,377.37	48.07
401-510-105-0000 Group Health Insurance	17,866	837.66	0.00	6,435.40	0.00	11,430.60	36.02
401-510-106-0000 Retirement	9,070	884.17	0.00	4,415.91	0.00	4,654.09	48.69
401-510-108-0000 Overtime/Extra Help	9,250	425.38	0.00	2,941.85	0.00	6,308.15	31.80
TOTAL PERSONAL SERVICES	145,576	13,560.40	0.00	68,714.52	0.00	76,861.48	47.20
TOTAL CSO-OTHER	145,576	13,560.40	0.00	68,714.52	0.00	76,861.48	47.20

401-SEWER FUND
SEWER COLLECTION

% OF YEAR COMPLETED: 50.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-511-103-0000 Salaries & Wages	100,960	10,844.84	0.00	50,869.33	0.00	50,090.67	50.39
401-511-104-0000 FICA Tax	8,430	568.46	0.00	4,052.48	0.00	4,377.52	48.07
401-511-105-0000 Group Health Insurance	17,866	1,165.78	0.00	7,453.22	0.00	10,412.78	41.72
401-511-106-0000 Retirement	9,070	884.20	0.00	4,415.96	0.00	4,654.04	48.69
401-511-108-0000 Overtime/Extra Help	9,250	425.43	0.00	2,942.08	0.00	6,307.92	31.81
TOTAL PERSONAL SERVICES	145,576	13,888.71	0.00	69,733.07	0.00	75,842.93	47.90
<u>CONTRACTUAL SERVICES</u>							
401-511-211-0000 Telephone	3,000	224.97	0.00	1,269.08	0.00	1,730.92	42.30
401-511-213-0000 Utilities/Purchased Pow	100,000	1,922.58	0.00	38,218.70	0.00	61,781.30	38.22
401-511-214-0000 Travel	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
401-511-215-0002 Stormwater Supplies	10,000	0.00	0.00	0.00	0.00	10,000.00	0.00
401-511-216-0000 Maint Pumping Equipment	15,000	0.00	0.00	652.51	0.00	14,347.49	4.35
401-511-216-0001 Maint Structures/Improv	32,670	0.00	0.00	3,959.62	0.00	28,709.88	12.12
401-511-217-0000 Maint Repair Autos & T	15,000	0.00	0.00	21,355.22	0.00	6,355.22	142.37
401-511-221-0000 Training & Education	1,500	0.00	0.00	0.00	0.00	1,500.00	0.00
401-511-222-0000 Dues & Subscriptions	0	0.00	0.00	610.58	0.00	610.58	0.00
401-511-230-0000 Contracted Services	2,000	1,320.00	0.00	15,883.26	0.00	13,883.26	794.16
401-511-240-0000 Refunds & Reimbursement	2,000	0.00	0.00	0.00	0.00	2,000.00	0.00
TOTAL CONTRACTUAL SERVICES	182,170	3,467.55	0.00	81,948.97	0.00	100,220.53	44.99
<u>COMMODITIES</u>							
401-511-341-0000 Supplies & Materials	50,000	0.00	0.00	9,459.51	0.00	40,540.49	18.92
401-511-343-0000 Automobile Supplies	20,000	0.00	0.00	8,297.06	0.00	11,702.94	41.49
401-511-345-0000 Uniforms	5,200	0.00	0.00	1,880.50	0.00	3,319.50	36.16
401-511-399-0000 Miscellaneous	16,500	0.00	0.00	3,851.54	0.00	12,648.46	23.34
TOTAL COMMODITIES	91,700	0.00	0.00	23,488.61	0.00	68,211.39	25.61
<u>CAPITAL OUTLAY</u>							
401-511-458-0000 Bond Payable S-1-09-A-R	33,965	2,830.41	0.00	16,982.46	0.00	16,982.54	50.00
401-511-458-0001 Bond Payable S-1-15-A-R	87,233	7,269.39	0.00	43,616.34	0.00	43,616.66	50.00
401-511-458-0003 Bond Payable S-1-20-A-R	320,771	26,784.32	0.00	160,705.92	0.00	160,065.08	50.10
401-511-458-0004 Bond Payable S-2-20-A-R	31,442	2,620.15	0.00	15,720.90	0.00	15,721.10	50.00
401-511-459-0000 2018 Van & Sewera Camer	26,520	2,236.00	0.00	13,322.39	0.00	13,197.61	50.24
401-511-459-0001 2021 Ford F-150	6,758	563.16	0.00	3,378.96	0.00	3,379.04	50.00
401-511-459-0002 Capital Outlay	12,000	0.00	0.00	0.00	0.00	12,000.00	0.00
401-511-459-0003 900 ECO Cleaner	59,815	0.00	0.00	20,465.41	0.00	39,349.59	34.21
TOTAL CAPITAL OUTLAY	578,504	42,303.43	0.00	274,192.38	0.00	304,311.62	47.40
<u>OTHER EXPENDITURES</u>							
401-511-670-0000 Interest & Penalties	3,220	133.18	0.00	892.69	0.00	2,327.31	27.72
TOTAL OTHER EXPENDITURES	3,220	133.18	0.00	892.69	0.00	2,327.31	27.72
TOTAL SEWER COLLECTION	1,001,170	59,792.87	0.00	450,255.72	0.00	550,913.78	44.97

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

401-SEWER FUND
SEWER TREATMENT

% OF YEAR COMPLETED: 50.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-512-103-0000 Salaries & Wages	278,380	26,750.24	0.00	120,621.07	0.00	157,758.93	43.33
401-512-104-0000 FICA Tax	22,445	1,414.68	0.00	9,398.37	0.00	13,046.63	41.87
401-512-105-0000 Group Health Insurance	54,580	3,427.11	0.00	21,128.08	0.00	33,451.92	38.71
401-512-106-0000 Retirement	23,850	2,341.52	0.00	10,635.26	0.00	13,214.74	44.59
401-512-108-0000 Overtime/Extra Help	15,000	976.66	0.00	4,798.14	0.00	10,201.86	31.99
TOTAL PERSONAL SERVICES	394,255	34,910.21	0.00	166,580.92	0.00	227,674.08	42.25
<u>CONTRACTUAL SERVICES</u>							
401-512-211-0000 Telephone	3,000	177.67	0.00	1,055.26	0.00	1,944.74	35.18
401-512-213-0000 Utilities/Purchased Pow	160,000	0.00	0.00	70,908.21	0.00	89,091.79	44.32
401-512-214-0000 Travel	3,000	0.00	0.00	1,331.57	0.00	1,668.43	44.39
401-512-215-0000 Maint of Bldgs & Ground	1,000	0.00	0.00	0.00	0.00	1,000.00	0.00
401-512-216-0000 Maint Treat/Disp System	60,000	0.00	0.00	6,852.48	0.00	53,147.52	11.42
401-512-216-0001 Maint Structures/Improv	26,000	0.00	0.00	5,591.07	0.00	20,408.93	21.50
401-512-217-0000 Maint Repair Autos & Tr	9,000	0.00	0.00	3,097.12	0.00	5,902.88	34.41
401-512-218-0000 Postage	80	0.00	0.00	58.00	0.00	22.00	72.50
401-512-220-0000 Advertising	0	0.00	0.00	395.56	0.00	395.56	0.00
401-512-221-0000 Training & Education	3,000	0.00	0.00	1,850.00	0.00	1,150.00	61.67
401-512-222-0000 Dues & Subscriptions	200	0.00	0.00	925.58	0.00	725.58	462.79
401-512-230-0000 Contracted Services	32,000	0.00	0.00	20,698.19	0.00	11,301.81	64.68
TOTAL CONTRACTUAL SERVICES	297,280	177.67	0.00	112,763.04	0.00	184,516.96	37.93
<u>COMMODITIES</u>							
401-512-341-0000 Supplies & Materials	12,000	402.97	0.00	12,392.59	0.00	392.59	103.27
401-512-341-0001 Supplies & Matls Chemic	28,000	0.00	0.00	13,808.25	0.00	14,191.75	49.32
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	9,500	0.00	0.00	5,469.61	0.00	4,030.39	57.57
401-512-345-0000 Uniforms	5,200	0.00	0.00	1,923.81	0.00	3,276.19	37.00
401-512-399-0000 Miscellaneous	0	0.00	0.00	125.00	0.00	125.00	0.00
TOTAL COMMODITIES	64,700	402.97	0.00	33,719.26	0.00	30,980.74	52.12
<u>CAPITAL OUTLAY</u>							
401-512-459-0000 Bond Payable S-1-06-A-R	563,268	46,939.02	0.00	281,634.12	0.00	281,633.88	50.00
401-512-459-0001 Bond Payable S-1-86-B-R	12,962	1,080.16	0.00	6,480.96	0.00	6,481.04	50.00
401-512-459-0002 Ford F-350	6,639	553.21	0.00	3,319.26	0.00	3,319.74	50.00
401-512-459-0003 Sewer Areation Equipmen	6,770	0.00	0.00	6,744.51	0.00	25.49	99.62
401-512-459-0005 Capital Outlay	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	589,639	48,572.39	0.00	298,178.85	0.00	291,460.15	50.57
<u>OTHER EXPENDITURES</u>							
401-512-670-0000 Interest & Penalties	100	0.00	0.00	9,468.09	0.00	9,368.09	9,468.09
TOTAL OTHER EXPENDITURES	100	0.00	0.00	9,468.09	0.00	9,368.09	9,468.09
TOTAL SEWER TREATMENT	1,345,974	84,063.24	0.00	620,710.16	0.00	725,263.84	46.12

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

401-SEWER FUND
UTILITY BILLING

% OF YEAR COMPLETED: 50.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-513-103-0000 Salaries & Wages	17,300	2,102.98	0.00	9,155.59	0.00	8,144.41	52.92
401-513-104-0000 FICA Tax	1,350	102.83	0.00	661.09	0.00	688.91	48.97
401-513-105-0000 Group Health Insurance	3,900	295.72	0.00	1,774.33	0.00	2,125.67	45.50
401-513-106-0000 Retirement	1,580	191.67	0.00	833.35	0.00	746.65	52.74
401-513-108-0000 Overtime/ Extra Help	280	26.55	0.00	102.99	0.00	177.01	36.78
TOTAL PERSONAL SERVICES	24,410	2,719.75	0.00	12,527.35	0.00	11,882.65	51.32
<u>CONTRACTUAL SERVICES</u>							
401-513-214-0000 Travel	200	0.00	0.00	0.00	0.00	200.00	0.00
TOTAL CONTRACTUAL SERVICES	200	0.00	0.00	0.00	0.00	200.00	0.00
<u>COMMODITIES</u>							
401-513-341-0000 Supplies & Materials	4,000	0.00	0.00	1,619.14	0.00	2,380.86	40.48
TOTAL COMMODITIES	4,000	0.00	0.00	1,619.14	0.00	2,380.86	40.48
<u>TOTAL UTILITY BILLING</u>							
TOTAL UTILITY BILLING	28,610	2,719.75	0.00	14,146.49	0.00	14,463.51	49.45

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

401-SEWER FUND
ADMIN & GENERAL

% OF YEAR COMPLETED: 50.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>PERSONAL SERVICES</u>							
401-514-103-0000 Salaries & Wages	1,800	150.00	0.00	1,125.00	0.00	675.00	62.50
401-514-104-0000 FICA Tax	140	11.48	0.00	86.10	0.00	53.90	61.50
401-514-105-0000 Group Health Insurance	0	0.00	0.00	600.00	0.00 (	600.00)	0.00
401-514-106-0000 Retirement	0	0.00	0.00	0.00	0.00	0.00	0.00
401-514-108-0000 Overtime/Extra Help	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONAL SERVICES	1,940	161.48	0.00	1,811.10	0.00	128.90	93.36
<u>CONTRACTUAL SERVICES</u>							
401-514-218-0000 Postage	8,000	1,261.19	0.00	4,973.41	0.00	3,026.59	62.17
401-514-220-0000 Advertising	0	0.00	0.00	0.00	0.00	0.00	0.00
401-514-223-0000 Professional Services	10,000	0.00	0.00	37,955.08	0.00 (	27,955.08)	379.55
401-514-226-0000 Insurance & Bonds	12,000	847.31	0.00	5,397.73	0.00	6,602.27	44.98
401-514-226-0001 Insurances & Bonds/GL	30,000	9,321.92	0.00	27,965.76	0.00	2,034.24	93.22
401-514-230-0000 Contracted Services	15,000	5,052.50	0.00	7,410.48	0.00	7,589.52	49.40
401-514-230-0001 Cont Serv/Consent Decree	0	0.00	0.00	0.00	0.00	0.00	0.00
401-514-232-0000 Bank Charges	50	0.00	0.00	53.00	0.00 (	3.00)	106.00
TOTAL CONTRACTUAL SERVICES	75,050	16,482.92	0.00	83,755.46	0.00 (	8,705.46)	111.60
<u>COMMODITIES</u>							
401-514-341-0000 Supplies & Materials	0	155.40	0.00	313.90	0.00 (	313.90)	0.00
401-514-348-0000 Charges by Other Funds	41,022	3,159.25	0.00	18,955.50	0.00	22,066.50	46.21
401-514-353-0000 Computer Software	12,000	0.00	0.00	165.90	0.00	11,834.10	1.38
401-514-399-0000 Miscellaneous Expenses	1,000	47.60	0.00	312.85	0.00	687.15	31.29
TOTAL COMMODITIES	54,022	3,362.25	0.00	19,748.15	0.00	34,273.85	36.56
<u>CAPITAL OUTLAY</u>							
401-514-465-0000 Depreciation Expense	0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00	0.00
<u>OTHER EXPENDITURES</u>							
401-514-568-0000 Transfers	0	0.00	0.00	0.00	0.00	0.00	0.00
401-514-670-0000 Interest & Penalties	200	0.00	0.00	0.00	0.00	200.00	0.00
401-514-676-0000 Regulatory Commission	12,000	0.00	0.00	5,472.95	0.00	6,527.05	45.61
401-514-677-0000 R & R Requirement	71,000	0.00	0.00	28,157.76	0.00	42,842.24	39.66
401-514-677-0001 SB234 Requirement	174,000	0.00	0.00	65,769.40	0.00	108,230.60	37.80
TOTAL OTHER EXPENDITURES	257,200	0.00	0.00	99,400.11	0.00	157,799.89	38.65
TOTAL ADMIN & GENERAL	388,212	20,006.65	0.00	204,714.82	0.00	183,497.18	52.73

CITY OF ELKINS
FINANCIAL STATEMENT (UNAUDITED)
AS OF: DECEMBER 31ST, 2023

401-SEWER FUND

CAPITAL OUTLAY

% OF YEAR COMPLETED: 50.00

EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D BALANCE	TOTAL ENCUMBERED	BUDGET BALANCE	% OF BUDGET
<u>CONTRACTUAL SERVICES</u>							
401-515-216-0000 Depreciation Acc Mtn Tr	0	0.00	0.00	55,822.75	0.00 (	55,822.75)	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	55,822.75	0.00 (	55,822.75)	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	55,822.75	0.00 (	55,822.75)	0.00
TOTAL EXPENDITURES	2,960,000	183,313.43	0.00	1,429,863.61	0.00	1,530,136.39	48.31
REVENUE OVER/(UNDER) EXPENDITURES	0	32,354.00	0.00 (	82,091.61)	0.00	82,091.61	0.00



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 16, 2024
Section:	Unfinished business
Category:	Presentation
Agenda Item Name:	Discussion on Replacement/Repair of Water and Sewer Lines in the City of Elkins
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 16, 2024
Section:	Unfinished business
Category:	Presentation
Agenda Item Name:	Phase III Project Updates and Discussion
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 16, 2024
Section:	Unfinished business
Category:	Presentation
Agenda Item Name:	Discussion of Wastewater Collection Storage Building Bids
Recommended By:	
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	None



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 16, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Approval of Sewer Invoices
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	Crim Law Invoice #394 Steptoe & Johnson Invoice #1113016 Steptoe & Johnson Invoice #1117259 Kay Casto & Chaney Invoice # 147085
Fiscal Impact:	
Recommendation:	
Attachments:	1. CrimLawInvoice#394 2. SteptoeJohnsonInvoice1113016 3. KayCastoChaneyInvoice#147085 4. SteptoeJohnsonInvoice#1117259

City of Elkins

November 2023

Sanitary Board Matters



Crim Law Office, PLLC
 842 South Chestnut Street
 Post Office Drawer 1920
 Clarksburg, West Virginia 26302-1920
 Phone: (304)918-1001
 Fax: (304)918-1005
 www.wvlawyers.com

City of Elkins - Sanitary Board
 401 Davis Street
 Elkins, WV 26241

Invoice

Invoice Number	394
Invoice Date	12/18/2023
Payment Due On	01/01/2024
Amount Due	\$830.00

City of Elkins - Sanitary Board - Municipality

Fees

Date	Description	Staff	Rate	Hours	Total
11/01/2023	Attend Special Call meeting and review of documents for meeting	GSR	\$100.00	0.90	\$90.00
11/02/2023	Work on easement issues on now project and emails concerning the same	GSR	\$100.00	0.40	\$40.00
11/02/2023	Email concerning Quality Street	GSR	\$100.00	0.10	\$10.00
11/03/2023	Email from W. Hymes about easement	GSR	\$100.00	0.10	\$10.00
11/03/2023	Email from C. Winter about easement	GSR	\$100.00	0.10	\$10.00
11/07/2023	Review of information from W. Hymes on SEP report	GSR	\$100.00	0.30	\$30.00
11/07/2023	Review of information from W. Hymes on CSO dry weather discharges	GSR	\$100.00	0.40	\$40.00
11/07/2023	Review of information about easement	GSR	\$100.00	0.20	\$20.00
11/08/2023	Email from W. Lambert about CSO discharge	GSR	\$100.00	0.10	\$10.00
11/09/2023	Email to Attorney Rodecker about meeting	GSR	\$100.00	0.10	\$10.00
11/10/2023	Email from Attorney Benincosa about CD	GSR	\$100.00	0.10	\$10.00
11/14/2023	Review of information from W. Hymes	GSR	\$100.00	0.20	\$20.00
11/14/2023	Emails from Attorney Benincosa	GSR	\$100.00	0.20	\$20.00
11/14/2023	Emails from M. Davis	GSR	\$100.00	0.10	\$10.00

11/15/2023	Review of information from W. Hymes for meeting	GSR	\$100.00	0.20	\$20.00
11/15/2023	Emails from W. Hymes	GSR	\$100.00	0.20	\$20.00
11/15/2023	Emails from T. Judy	GSR	\$100.00	0.20	\$20.00
11/15/2023	Emails concerning EPA call	GSR	\$100.00	0.40	\$40.00
11/15/2023	Emails confirming Board meeting date	GSR	\$100.00	0.20	\$20.00
11/16/2023	Emails with W. Hymes about easement	GSR	\$100.00	0.20	\$20.00
11/17/2023	Emails scheduling EPA call	GSR	\$100.00	0.20	\$20.00
11/17/2023	Email from W. Hymes	GSR	\$100.00	0.10	\$10.00
11/20/2023	Emails concerning EPA call	GSR	\$100.00	0.40	\$40.00
11/21/2023	Email from W. Hymes	GSR	\$100.00	0.10	\$10.00
11/22/2023	Emails concerning EPA call	GSR	\$100.00	0.30	\$30.00
11/28/2023	Email from W. Hymes to C. Winter about easement	GSR	\$100.00	0.10	\$10.00
11/28/2023	Email from W. Hymes to B. Judy about easement	GSR	\$100.00	0.10	\$10.00
11/28/2023	Email to W. Hymes about easement	GSR	\$100.00	0.10	\$10.00
11/28/2023	Email to B. Judy about easement	GSR	\$100.00	0.10	\$10.00
11/28/2023	Email from C. Winter	GSR	\$100.00	0.10	\$10.00
11/29/2023	Email from W. Hymes about easement	GSR	\$100.00	0.10	\$10.00
11/29/2023	Email from C. Winter about easement	GSR	\$100.00	0.10	\$10.00
11/29/2023	Conference with Attorney Judy about easement and email concerning the same	GSR	\$100.00	0.60	\$60.00
11/29/2023	Email about ROW location and compensation	GSR	\$100.00	0.10	\$10.00
11/29/2023	Review of information from C. Winter	GSR	\$100.00	0.20	\$20.00
11/29/2023	Email from Attorney Judy	GSR	\$100.00	0.10	\$10.00
11/29/2023	Email from C. Winter concerning drawing	GSR	\$100.00	0.10	\$10.00
11/30/2023	Review of updated easement information	GSR	\$100.00	0.20	\$20.00
11/30/2023	Extended conference with Attorney Judy on easement agreement	GSR	\$100.00	0.40	\$40.00
11/30/2023	Email from Attorney Judy	GSR	\$100.00	0.10	\$10.00
					\$830.00

Subtotal \$830.00

Total \$830.00

Total Balance Due \$830.00

Reviewed/Approved By Whitney Hymes (Superintendent/Cheif Operator) on 12/19/2023

Whitney L. Hymes



TAX ID # 55-0286140
PHONE: (304) 933-8200
www.steptoeljohnson.com

DUE UPON RECEIPT

Tracy Judy
Elkins Sanitary Board
401 Davis Avenue
Elkins, WV 26241

Invoice Date: December 5, 2023
Invoice Number: 1113016
Matter Number: 255480.00002

FOR PROFESSIONAL SERVICES THROUGH NOVEMBER 30, 2023

Client: Elkins Sanitary Board

Matter: Compliance with USDC Northern District Civil Action Case

Total Current Fees	\$	3,982.50
Total Current Costs		0.87
Total Current Due	\$	3,983.37

Approved/Reviewed By Whitney Hymes (WWTP Superintendent/Chief Operator) on 12/13/2023

Whitney L. Hymes

Payment Address:

Step toe & Johnson PLLC
P.O. Box 247
Bridgeport, WV 26330-0247

Credit Card (fees apply):

www.steptoeljohnson.com/payments

Electronic Payment Instructions:

The Huntington National Bank (Columbus, OH)
Account Number: 01521200171
ACH Number: 051903761
Wire Routing Number: 044000024
Swift Code: HUNTUS33

(Please Reference Invoice Number)

Elkins Sanitary Board
Compliance with USDC Northern District Civil Action Case

Invoice Date: December 5, 2023
Invoice Number: 1113016
Matter Number: 255480.00002

TIME DETAIL

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
11/01/23	AB	Emails to and from Mike Davis and Whitney Hymes regarding SEP Completion Report and yard waste program; review edited report and provide final edits and comments	1.50	885.00
11/06/23	AB	Review final version of SEP Report; emails to and from Whitney Hymes regarding filing and EPA discussion	0.50	295.00
11/09/23	AB	Calls to and from Joe Gallo, USEPA regarding status of Consent Decree	0.50	295.00
11/10/23	AB	Call with Dan Gallo, WVDEP counsel regarding Consent Decree and LTCP; emails to and from Whitney Hymes and Mike Davis regarding EPA meeting and LTCP	1.50	885.00
11/15/23	AB	Emails to and from clients and Mike Davis regarding EPA meeting; emails to and from Dan Gallo regarding meeting and EPA correspondence	1.00	590.00
11/16/23	AB	Emails to and from EPA counsel regarding meeting with city	0.25	147.50
11/17/23	AB	Emails to and from clients and Mike Davis and Dan Gallo, USEPA, regarding meeting to discuss LTCP	0.75	442.50
11/20/23	AB	Emails to and from client and Mike Davis regarding EPA and LTCP	0.50	295.00
11/27/23	AB	Email to Dan Gallo regarding call with client	0.25	147.50
Total			\$	3,982.50

TIMEKEEPER SUMMARY

<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Armando Benincasa	Member	\$590.00	6.75	3,982.50
Total			6.75	\$ 3,982.50

Elkins Sanitary Board
Compliance with USDC Northern District Civil Action Case

Invoice Date: December 5, 2023
Invoice Number: 1113016
Matter Number: 255480.00002

OUTSTANDING INVOICES

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Total</u>	<u>Payments</u>	<u>Total Balance</u>
11/08/23	1108938	9,293.13	0.00	9,293.13
			Total	\$ 9,293.13

Approved for payment at 12/8/2023 Sanitary Board Meeting (WLH)



TAX ID # 55-0286140
PHONE: (304) 933-8200
www.steptoe-johnson.com

DUE UPON RECEIPT

Tracy Judy
Elkins Sanitary Board
401 Davis Avenue
Elkins, WV 26241

Invoice Date: December 5, 2023
Invoice Number: 1113016
Matter Number: 255480.00002

FOR PROFESSIONAL SERVICES THROUGH NOVEMBER 30, 2023

REMITTANCE PAGE

Client: Elkins Sanitary Board

Matter: Compliance with USDC Northern District Civil Action Case

Total Due This Invoice	\$ 3,983.37
Balances From Previous Invoices	9,293.13
Total Amount Due	\$ 13,276.50
Amount of Payment	\$

Payment Address:
Step toe & Johnson PLLC
P.O. Box 247
Bridgeport, WV 26330-0247

Credit Card (fees apply):
www.steptoe-johnson.com/payments

Electronic Payment Instructions:
The Huntington National Bank (Columbus, OH)
Account Number: 01521200171
ACH Number: 051903761
Wire Routing Number: 044000024
Swift Code: HUNTUS33
(Please Reference Invoice Number)

Attorney-Client Communication - Privileged and Confidential



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

January 9, 2024

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

RE: 2023 Sewer Rate Increase

Enclosed please find our invoice for professional services rendered through December 31, 2023.

Thank you for your confidence and trust in our firm. It continues to be our pleasure to represent you. If you have any questions or concerns about your invoice, please feel free to contact our accounting department or the Kay Casto & Chaney attorney with whom you have been working on this matter.

Sincerely,

Kay Casto & Chaney PLLC
Accounting Department



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

January 9, 2024

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

Invoice #: 147085
Client #: 0001473
Matter #: 000082
Tax ID #: 55-0370165

INVOICE SUMMARY

For Professional Services Rendered through December 31, 2023

RE: 2023 Sewer Rate Increase

Professional Services	\$ 76.00
Disbursements	<u>\$.00</u>

TOTAL THIS INVOICE	\$ 76.00
---------------------------	-----------------

Reviewed/Approved By Whitney Hymes (Superintendent/Chief Operator) on 1/12/2024

Whitney L. Hymes

KAY CASTO & CHANEY PLLC

Invoice #: 147085

January 9, 2024

PROFESSIONAL SERVICES

Date	Prof	Description	Hours	Rate	Value
12/14/23	EG	Review Sewer Tariff No. 15 Setting Forth Step 2 Rates Effective As of December 15, 2023 and Compare To Adopted Rates; Prepared By PSC Tariff Division; Email To Ben Sadler at Tariff Division Re Step 2 Reference Throughout Tariff	.50	95.00	47.50
12/14/23	EG	Review Tariff No. 15 Prepared By PSC Tariff Division Setting Forth Step 2 Sewer Rates Adopted April 20, 2023; Emails To/From Ben Sadler Re Reference To Step 2 Rates Throughout Tariff; Finalize Signed Tariff For Filing	.30	95.00	28.50

PROFESSIONAL SERVICES

\$ 76.00

SUMMARY OF PROFESSIONAL SERVICES

Professional	Title	Hours	Rate	Total
Elizabeth Gardner	Paralegal	.80	95.00	76.00
Total		.80		\$ 76.00

TOTAL THIS INVOICE

\$ 76.00



TAX ID # 55-0286140
PHONE: (304) 933-8200
www.steptoe-johnson.com

DUE UPON RECEIPT

Tracy Judy
Elkins Sanitary Board
401 Davis Avenue
Elkins, WV 26241

Invoice Date: January 9, 2024
Invoice Number: 1117259
Matter Number: 255480.00002

FOR PROFESSIONAL SERVICES THROUGH DECEMBER 31, 2023

Client: Elkins Sanitary Board

Matter: Compliance with USDC Northern District Civil Action Case

Total Current Fees	\$	6,342.50
Total Current Costs		0.63
Total Current Due	\$	6,343.13

Reviewed/Approved By Whitney Hymes (Superintendent/Cheif Operator) on 1/12/2024

Whitney L. Hymes

Payment Address:

Step toe & Johnson PLLC
P.O. Box 247
Bridgeport, WV 26330-0247

Credit Card (fees apply):

www.steptoe-johnson.com/payments

Electronic Payment Instructions:

The Huntington National Bank (Columbus, OH)
Account Number: 01521200171
ACH Number: 051903761
Wire Routing Number: 044000024
Swift Code: HUNTUS33

(Please Reference Invoice Number)

Elkins Sanitary Board
Compliance with USDC Northern District Civil Action Case

Invoice Date: January 9, 2024
Invoice Number: 1117259
Matter Number: 255480.00002

TIME DETAIL

<u>Date</u>	<u>Initials</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
12/01/23	AB	Emails to and from Whitney Hymes regarding EPA correspondence; review correspondence	1.00	590.00
12/08/23	AB	Emails to and from Whitney Hymes and Mike Davis regarding EPA meeting	0.50	295.00
12/11/23	AB	Messages to and from Dan Gallo regarding meeting and agenda; emails to and from Mike Davis and client regarding preparation	1.00	590.00
12/12/23	AB	Emails to and from client regarding prep call; emails to and from Dan Gallo regarding agenda for meeting; review modification regarding LTCP	1.50	885.00
12/13/23	AB	Emails to and from Dan Gallo and client regarding meeting agenda	0.50	295.00
12/14/23	AB	Prepare for call and attend call with client and Mike Davis in preparation for call with USEPA	1.25	737.50
12/15/23	AB	Prepare for EPA call; review draft LTCP and EPA/WVDEP correspondence	2.50	1,475.00
12/18/23	AB	Prepare for and participate in call with EPA, client and Mike Davis regarding LTCP; draft summary email	2.25	1,327.50
12/21/23	AB	Emails to and from Mike Davis regarding discussions with EPA and response to LTCP comments	0.25	147.50
Total				\$ 6,342.50

TIMEKEEPER SUMMARY

<u>Name</u>	<u>Title</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Armando Benincasa	Member	\$590.00	10.75	6,342.50
Total			10.75	\$ 6,342.50

Elkins Sanitary Board
Compliance with USDC Northern District Civil Action Case

Invoice Date: January 9, 2024
Invoice Number: 1117259
Matter Number: 255480.00002

COST DETAIL

<u>Date</u>	<u>Description</u>	<u>Amount</u>
Thru 12/31/23	Postage	0.63
Total		\$ 0.63

Elkins Sanitary Board
Compliance with USDC Northern District Civil Action Case

Invoice Date: January 9, 2024
Invoice Number: 1117259
Matter Number: 255480.00002

OUTSTANDING INVOICES

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Invoice Total</u>	<u>Payments</u>	<u>Total Balance</u>
12/05/23	1113016	3,983.37	0.00	3,983.37
			Total	\$ 3,983.37



TAX ID # 55-0286140
PHONE: (304) 933-8200
www.step toe-johnson.com

DUE UPON RECEIPT

Tracy Judy
Elkins Sanitary Board
401 Davis Avenue
Elkins, WV 26241

Invoice Date: January 9, 2024
Invoice Number: 1117259
Matter Number: 255480.00002

FOR PROFESSIONAL SERVICES THROUGH DECEMBER 31, 2023

REMITTANCE PAGE

Client: Elkins Sanitary Board

Matter: Compliance with USDC Northern District Civil Action Case

Total Due This Invoice	\$ 6,343.13
Balances From Previous Invoices	3,983.37
Total Amount Due	\$ 10,326.50
Amount of Payment	\$

Payment Address:

Step toe & Johnson PLLC
P.O. Box 247
Bridgeport, WV 26330-0247

Credit Card (fees apply):

www.step toe-johnson.com/payments

Electronic Payment Instructions:

The Huntington National Bank (Columbus, OH)
Account Number: 01521200171
ACH Number: 051903761
Wire Routing Number: 044000024
Swift Code: HUNTUS33

(Please Reference Invoice Number)



CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 16, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Approval of Elkins Wastewater Plant Laboratory Price Guide and Rates
Recommended By:	Whitney Hymes-Wastewater Superintendent/Cheif Operator
Summary:	Board approval of 2024 laboratory price guide and rates set forth to clients of the Elkins Wastewater Treatment Plant Laboratory
Fiscal Impact:	
Recommendation:	
Attachments:	1. Elkins Wastewater Laboratory Price Guide2023



Elkins Wastewater Plant Laboratory Price Guide

City of Elkins Sanitary Board

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

Statement of Work (SOW) for Agreement to
Perform Consulting Laboratory Services

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

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

Period of performance

The services shall commence on October 29, 2021 per City of Elkins Sanitary Board Approval.

Scope of work

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

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



Laboratory Responsibilities

Lab shall:

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

Client responsibilities

- 1) To initiate Lab's services, Client must reference a quotation number (if applicable) and complete one of the following steps:
 - a) Submit a completed purchase order by:
 - i. hand (i.e., in person)
 - ii. mail, or
 - iii. e-mails; or
 - b) Place an order by:
 - i. telephone
 - ii. e-mail, or
 - iii. delivering a sample (or SDG) to Lab and completing the COC
- 2) Subject to occasional, mutually agreed-upon exceptions, Client must give five (5) days' prior notice for each sample delivery and provide the following information:



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

Laboratory's Discretionary Actions

Lab may:

- 1) Cease all services, including any release of data, if Client does not pay as agreed
- 2) Reject or rescind any SDA if Lab decides sample poses a risk
- 3) Charge or bill Client directly for:
 - a) Any supplies (including containers) that are not used or returned
 - b) Expedited outbound/return shipping for any sample that is not time-sensitive
 - c) Disposal of any other sample not been reclaimed within 21 days of Lab's SDA thereof, or as otherwise required. A minimum fee for invoicing and/or handling any sample
 - d) A sample that underwent SDA, but was not analyzed, at Client's direction



- e) Additional shipping and handling as deemed necessary
- f) Change in scope and/or rescheduling fees
- g) Minimum fees or additional surcharges as necessary
- h) Reasonable attorneys' fees
- i) Project resampling related to missed deliveries, etc.
- j) Off cycle pricing increase dictated by the market
- k) Any request for re-analysis following release of the report if the results are within the variability of the method (or acceptable parameters)
- 4) Return unused portions of samples found or suspected to be hazardous to Client, at Client's cost.
- 5) Retain Client's unreleased data and/or cancel Client's dropping off samples
- 6) Increase prices on an annual basis to support market-driven cost-increases.

Fee schedule

Elkins Wastewater Treatment Plant Laboratory rates and fees were approved during the October 29, 2021 Elkins Sanitary Board Meeting and can be reevaluated on an annual basis by the Sanitary Board. Please review the additional pricing considerations listed below for more information on contract analysis fees and billing.

QUANTITY	METHOD	PRODUCT	LINE-ITEM DESCRIPTION	SALES PRICE	SUB-TOTAL	TOTAL-PRICE
1	SM4500-NH3 B-11 SM4500-NH3 C-11	Ammonia	Distillation and Titrimetric	\$26.00	\$26.00	\$26.00
1	SM2510 B-11	Specific Conductance	Probe	\$26.00	\$26.00	\$26.00
1	SM5103 B-16	Oxygen Demand, Biochemical (BOD)	Probe	\$26.00	\$26.00	\$26.00
1	SM4500-O G-16	Dissolved Oxygen	Probe	\$5.00	\$5.00	\$5.00
1	SM4500-H B-11	pH (Hydrogen Ion)	Electrode	\$5.00	\$5.00	\$5.00
1	SM2540 D-15	Solid, Suspended (TSS)	Gravimetric	\$26.00	\$26.00	\$26.00
1	SM9222 D-15	Coliform, Fecal (MF)	Membrane Filter	\$26.00	\$26.00	\$26.00
1	SM9216 C-04	Heterotrophic Plant Count (HPC)	Spread Plate	\$26.00	\$26.00	\$26.00

Additional Pricing Considerations:

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



- Quoted prices include standard Elkins Wastewater Treatment Plant Laboratory QA/QC, reporting limits, compound lists and standard report format unless noted otherwise.
- A 15% charge is added to all analysis shipped to any contract laboratory to cover cost of material transfer, processing, and shipment.
- TAT (Turn Around Time) is in working days unless otherwise specified above.
- To ensure requested TAT is available, please coordinate with the Elkins Wastewater Plant Laboratory representative at time of sample submittal.
- Any deviation from the above quoted scope of work, including sample arrival date and volume, may result in adjustment of prices.
- Please include Identification Number on Chain-of-custody to ensure proper billing.
- Pricing includes standard delivery of bottle/sample kits and coolers.
- If samples are shipped to a certified contract laboratory, a flat contract shipping cost of \$5.00 will be charged.

Elkins Wastewater Plant Laboratory Terms and Conditions

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

Definitions

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

Miscellaneous

- 1) *Confidentiality: The Parties agree that they will take all reasonable precautions to prevent the unauthorized disclosure of any proprietary or confidential information of each other and that they will not disclose such information except to those employees, subcontractors, or agents who have expressly agreed to maintain confidentiality.*
- 2) *Term: The Parties shall perform the services identified in the applicable purchase order or other agreement until completed or terminated in accordance with the terminations clause in this document.*
- 3) *Termination:*
 - a) *Either party may terminate these Terms upon 30 days' prior written notice*
 - b) *Lab may immediately terminate any breach by Client, including failure to pay within 60 days of Lab's dated invoice.*
- 4) *Limitation of Liability:*
 - a) *If a court of competent jurisdiction finds that Lab failed to meet applicable standards and if Client suffers damages as a result, Lab's aggregate liability for its negligence or unintentional breach of contract shall not exceed the total fee paid for its services.*
 - b) *This limitation shall not apply to any Client losses arising from Lab's negligence or willful misconduct, so long as Client:*
 - i. *Notifies Lab of any issue within thirty (30) days of receiving applicable invoice, and*



ii. Allows Lab to defend its data, even to a regulatory agency that may have previously rejected same.

c) Notwithstanding the foregoing, neither Lab nor Client shall be liable to the other for special, incidental, consequential, or punitive damages.

5) Amendment/Change Order: Any attempt to modify, vary, supplement, or clarify any provision of these Terms is of no effect unless reduced to writing and signed by both Parties.

6) Storage of Data: Following final report issuance, Lab will retain back-up data and final test reports for five (5) years in a format from which the data and/or test report can be reproduced.

7) Non-assignment: Neither party may assign or transfer any right or obligation existing under these Terms without prior written notice to the other party, except that Lab may freely transfer the services to another Lab location or, with Client's permission, subcontract the services to a third-party.

8) Miscellaneous Provisions:

a) In the absence of an executed agreement between the Parties, the COC will constitute acceptance of these Terms by Client.

b) The Parties may use and rely upon electronic signatures and documents for the execution and delivery of these Terms and any amendments, notices, records, disclosures, or other documents of any type sent or received in accordance with these Terms.

c) The Parties are at all times acting and performing as independent contractors; neither one shall ever be considered an agent, servant, employee, or partner of the other.

d) These Terms shall be binding upon, and inure to the benefit of, the Parties and their respective successors and assigns.

e) Lab's compliance with a subpoena or other order shall not violate any requirement for confidentiality between the Parties.

f) If any Term herein is invalidated or deemed unenforceable, it shall not affect the validity or enforceability of the other Terms.

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

ELKINS WASTEWATER TREATMENT
PLANT REPRESENTATIVE

CLIENT REPRESENTATIVE

Name: _____

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____



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CITY OF ELKINS AGENDA ITEM REPORT

Meeting Date:	January 16, 2024
Section:	New business
Category:	Action Item
Agenda Item Name:	Consideration of Petition of the Sanitary Board to City Council Requesting the Issuance of Sewer Revenue Bonds in an Amount not to exceed \$250,000 for the purposes of financing a new garage for the Sanitary Sewer System of the City of Elkins.
Recommended By:	Whitney L. Hymes-Wastewater Superintendent/Chief Operator
Summary:	
Fiscal Impact:	
Recommendation:	
Attachments:	None