SEPTEMBER 5,1958

A SPECIAL MEETING OF THE ELKTON TOWN COUNCIL WAS CALLED IN RESPONSE TO A LETTER FORM ATTORNEY, CARTER R. ALLEN OF BROCK AND DAVIS TO ATTORNEY, W.W. WHARTON, FOR THE TOWN OF ELKTON ON THIS ABOVE DATE AT 2:00 P.M., IN ELKTON COURT ROOM. R.K. BABBINGTON, MAYOR, PRESIDING, AND THOSE PRESENT WERE; COUNCILMAN R.J. LOUGH, ED GARBER, H.A. WORKMAN, H. L. COFFEY, JOE BLACK, JOE EARLY, JR., AND A.F. HERNDON, TOWN MANAGER; ALSO JOE W. DAVIS OF BROCK& DAVIS OF WAYNESBORO, VA. THEIR ATTORNEY, CARTER R. ALLEN, AND W.W. WHARTON, ATTORNEY OR THE TOWN OF ELKTON. THE LETTER QUOTED AS FOLLOWS:

"AUGUST 26, 1958 - DEAR MR. WHARTON: IN ACCORDANCE WITH OUR TELEPHONE CONVERSATION OF TODAY, I SUGGEST THAT THE PRINCIPALS INVOLVED IN THE DIFFICULTY BETWEEN THE TOWN OF ELKTON AND BROCK AND DAVIS COMPANY, INC. AND MR. WARREN PERROW BE CONVENED FOR A MEETING FOR THE PURPOSE OF SOLVING THE DIFFERENCES ADN COMING TO SOME SATISFACTORY SOLUTION TO ALL PARTIES CONCERNED. OF COURSE, MY CLIENTS HAVE CERTAIN POSITIONS THAT THEY HAVE TAKEN THAT THEY FEEL THEY ARE FULLY JUSTIFIED IN STATING, HOWEVER, IN THE INTEREST OF SATISFACTION TO THE TOWN AND IN THE HOPE OF ACHIEVING A HAPPY SOLUTION TO THE PROBLEM, I AM SUGGESTING THAT THIS MEETING BE HELD WITH AN OPEN MIND AND WITH AN EFFORT TO ACTUALLY ACHIEVE A SOLUTION WHICH WOULD PERMANENTLY FIX THE RIGHTS OF ALL PARTIES AS WELL AS THEIR RESPONSIBILITES. I WOULD APPRECIATE YOUR TAKING THIS MATTER UP WITH THE TOWN AT AN EARLY DATE IN VIEW OF THE FACT THAT THE LETTER O AUGUST 18TH WHICH WAS MAILED BY REGISTERED MAIL BY THE TOWN OF ELKTON TO BROCK AND DAVIS CONTRACTORS ON AUGUST 19TH WAS NOT RECEIVED UNTIL AUGUST 26TH, BUT NONE THE LESS SPELLED OUT THE TERMINAL DATE OF SEPTEMBER 4TH ON WHICH THE TOWN WOULD TAKE THE VIEW THAT MY CLIENT HAS BRECHED THE CONTRACT, WHICH IS A CIRCUMSTANCE WE WOULD HOPE TO AVOID SINCE WE DO NOT FEEL THAT TO BE THE CASE. I THANK YOU FOR YOUR KINDNESS AND PROMPT CONSIDERATION. VERY SINCERELY YOURS, CARTER R. ALLEN."

IN THIS MEETING, IT WAS SO DECIDED THAT MR. PERROW, CONSULTANT ENGINEER, WAS TO FURNISH A LIST OF RECOMMENDATIONS TO BE COMPLIED WITH WHICH HAS BEEN GIVEN VERBALLY THIS DATE TO MR. DAVIS, OF BROCK AND DAVIS, CONTRACTORS OF WAYNESBORO, VIRGINIA, THROUGN HIS ATTORNEY, CARTER R. ALLEN. MR. DAVIS AGREED TO COMPLY WITH THISE RECOMMENDAITONS FORTY-FIVE DAYS FROM RECEIPT OF MR. PERROW'S LETTER, ITEMS VERBALLY AGREED TO NO.(1) ONE THRU NO. (5) FIVE -- ITEM NO. (6) SIX, TO SAND BLAST AND GUNITE COMPLETE TANK -- COMPLETIONN OF THIS WORK DOES NOT WAIVE TOWN ACTION IN CONTRACTORS DEFAULT IN THIS WORK -- NOR DOES IT CONTEMPLATE FULL ACCEPTANCE ON THE PART OF THE TOWN OF ELKTON, VIRGINIA.

NO FURTHER BUSINESS, THE MEETING WAS ADJOURNED.

R.K. Babington

R.K. BABBINGTON, MAYOR