The regular meeting of the Elkton Town Council was held June 13, 1969 at 8:00 p.m. with the Mayor Welty H. Hensley presiding. The following council members were present: Mr. I. L. Flory, 111, Mr. E. F. Garber, Mr. Rodney G. Harman, Mr. E. O. Karow, Mr. A. R. Thompson and Mr. H. A. Workman. Mr. Marvin C. Hillsman, Jr., Town Attorney, Mr. David C. Liskey, Town Superintendent and Mr. Lyle E. Williams, Chief of Police were also present.

Mr. E. F. Garber opened the meeting with prayer.

Mr. R. B. Hutton representing the Elkton Volunteer Fire Company was present and asked that Terrace Avenue not be closed for it was the only way to enter Route 340 in case of an emergency.

Mayor Hensley stated that Mr. Thompson, Mr. Liskey and Mr. Williams had been studying to see what could be done in regards to Terrace Avenue and that Mr. Thompson would give his report a little later in the meeting.

Mr. Hillsman reported to the council that he had a problem with high voltage in his house and asked that the council do something to correct this.

Mr. H. A. Workman moved, seconded by Mr. I. L. Flory, 111 and carried to give Mr. Liskey authority to trim the trees and place higher poles and put a primary line in to lessen the amount of voltage in the Roland Avenue area.

Mr. E. O. Karow moved, seconded by Mr. H. A. Workman and carried to approve the minutes of the Regular Meeting May 9, 1969.

Mr. A. R. Thompson moved, seconded by Mr. E. F. Garber and carried to approve the minutes of the Special Meeting June 2, 1969.

Mr. E. F. Garber moved, seconded by Mr. E. O. Karow and carried to approve the Finance Report.

Mr. H. A. Workman moved, seconded by Mr. I. L. Flory, 111 and carried to approve the Vepco Agreement which follows:

1. Town of Elkton poles to be jointly used are shown on Exhibit "A" dated December 24, 1968, attached hereto and made a part hereof.

2. The facilities of both parties shall be maintained in conformity with the requirements of the National Electrical Safety Code.

3. Each party shall maintain its facilities in a safe condition and make transfers to new poles, when necessary, at its own expense. It shall also place and maintain such guying facilities as may be necessary to counteract strains caused by its attachments.

If, in the future, either party desires, for its own convenience, to rearrange its present attachments or to place additional attachments on any of these poles, the entire cost, including pole replacement if necessary, shall be borne by the party requiring the rearrangement or additional attachments.

5. No rental shall be paid for attachments to these poles.

6. In the event of liability for damage or injury arising out of the use of the poles to which this Agreement is applicable, each party shall be liable for (a) all such damage or injury resulting solely from its own negligence; (b) all such damage to its property and injury to its personnel resulting from concurrent neglignece of both parties or resulting from causes not traceable to the sole neglignece of eigher party and ; (c) one-half of all such damage or injury to third parties or their property resulting from concurrent negligence of both parties or resulting from causes not traceable to the sole negligence of either party.

7. Permission hereby granted may be terminated at any time upon not less than 90 days' notice in writing to the Virginia Electric and Power Company.

8. The Town of Elkton does not guarantee that it can provide space for any specified time, and if it is required to move any of the poles referred to above pursuant to any act of federal, state, or other authority, it shall not be liable in any way to the Virginia Electric and Power Company.

Mr. Thompson stated that he and Mr. Liskey had met at the Elementary School to see what would be the best answer to the Terrace Avenue situation. He stated that the best thing to do would be to use moveable barricades above Flory's lumber yard and beside Harold Leet's house.

Mayor Hensley stated that he had talked with Mr. Carl Yow representing the School Board concerning a tunnel under Terrace Avenue and he also stated that he was going to have his architects see if they can find a more feasible way of getting the children to the cafeteria in a safe manner.

Mr. Phillip Workman came before the council in regards to the train blocking streets which he thought for an unnecessary length of time. He stated that it had set various times as much as 28 minutes and that his children had been late for school several times.

Mr. Karow suggested that this situation be presented to the Police Department and have the Chief of Police write a letter to the N. & W. - C. & W. Railraod Company and tell them the problem.

Mr. Liskey stated that Monger Brothers had asked to work 10 hours a day on the North Avenue sewer project. Mr. Liskey stated that it would mean a little more money for overtime but he thinks it would be worth the extra for Monger Brothers have a good crew of hard working men.

Mr. I. L. Flory, III moved, seconded by Mr. H. A. Workman and carried to give Mr. Liskey authority to let Monger Brothers work 10 hours a day and also authority to cut them back if he sees beneficial and with the stipulation that there would definitely be no Saturday work.

Mr. Liskey asked permission for Mr. Charles Delaughter to park a trailer which would be used for storage behind Mr. Garber's building. The council agreed that in order to apply with the ordinance, it would have to be a moveable van.

Mr. E. F. Garber moved, seconded by Mr. I. L. Flory, III and carried to approve the Second Reading to borrow the money needed for the North Avenue Sewer Project up to $50,000 from the Virginia National Bank at 5¼% interest, payable semi-annually, and up to 10 years to pay; and to approve the following statements needed to negotiate the loan.

To approve the Second Reading to borrow $48,000 from the Virginia National Bank, the money to be used on the sewer project in the North Avenue area.

The obligation will be evidenced by eight notes, each in the sum of $6,000 due and payable on or before 2,3,4,5,6,7,8and 9 years after date respectively, bearing interest from said date at the rate of 5¼% per annum, payable semi-annually.

The Mayor and the Clerk of the Council of the Town of Elkton are authorized and directed and empowered to consummate this loan, executing said notes evidencing the amount of money borrowed and any and all renewals thereof.

There shall be no duty or obligation on the Virginia National Bank to see to the application of the proceeds of said loan.

This ordinance shall be in force and effect on and after the date of its adoption.

Mr. E. F. Garber stated that he and the Finance Committee had met and decided that something had to be done in order to increase the town's revenue in sight of the higher cost of living and wages. He stated that he had suggested a garbage collection fee which would be put in force as the statements which follows:

Garbage Collection:
Add to 26.16-A Section (C) - Page 213

(C) Effective September 1, 1969 -- For the collection of all garbage, rubbish and trash the following charges will be made.

(1) For residential districts $1.50 per month and when there is extra trash, limbs or rubbish which demands extra trips to pick up there shall be an extra charge of $2.50 per load.

(2) For Commercial businesses the fee shall be determined by the volume of trash picked up and the type of service rendered. Some of the larger commercial businesses will pay $5.00 monthly and the smaller businesses where the volume is smaller; they will pay $3.50 monthly. This decision in which class to put them in shall be decided by the Town Superintendent.

(3) Apartment houses and trailer courts will pay $1.50 per family unit.

(4) All residential fees for collection outside the town will be $2.50 per month per family unit.

(5) From May 1 to May 15 - To co-operate with clean-up week - no extra charge will be made for picking up extra rubbish, trash and limbs, etc.

This was tabled for the present.

Mr. Harman stated that he thought there should be a more feasible way to increase the revenue besides levying a garbage collection fee.

Mr. Karow read a letter of resignation from Mr. Harry H. Young, Jr. effective June 25, 1969.

Mr. E. O. Karow moved, seconded by Mr. H. A. Workman and carried to accept Mr. Harry H. Young's resignation effective June 25, 1969.

The vote was recorded as follows:

Flory.....yea
Workman.....yea
Thompson.....yea
Karow.....yea
Garber.....yea
Harman.....abstain

Mr. E. O. Karow moved, seconded by Mr. H. A. Workman and carried to pay Mr. Dunn $50 for moving expenses.

Mr. E. O. Karow moved, seconded by Mr. H. A. Workman and carried to hire Mr. Fred A. Wilson as a patrolman for a 90 day probatinary period. Pay would start at $4,400 for first 45 days and $4,600 for the next 45 days and at the end of 90 days $4,800.

Mr. I. L. Flory, III moved, seconded by Mr. H. A. Workman and carried to amend the May 9, 1969 minutes concerning water and sewer service outside of town as follows:

To Amend Sec. 32-23

To Amend Sec. 32-23 by deleting: "There shall be no sewer service offered or furnished by the town outside the town," and inserting "The town shall furnish or offer to furnish sewer service outside of the town limits provided the owner of the property is buying and will continue to buy electricity and water from the town."

Sec. 32-28

To Amend Sec. 32-28, second paragraph to read: in case of sewer service for an individual outside the town, the sewer department shall run all sewer service lines to the applicants property line at the applicants expense and the applicant shall pay all costs of maintenance and 50% more then the "in town" connecting dee in force at the time of application.

Sec. 32-39

To Amend the title to Sec. 32-39 to read: Rates for sewer service inside and outside the town: To amend Sec. 32-39 by adding the following paragraph: The rates for sewer service supplied by the town outside the town shall be 50% more than the "in town" rate in force at the time of such sewer service is supplied.

Mr. Harman stated that money would be needed to buy the portable barriers - One to be placed at the corner of Harold Leet's and one at the bottom of the hill near Flory's Lumber Yard. Mr. Harman also stated that a letter should be written to Mr. Crump telling him that the barriers can be moved in case of an emergency.

Mr. Harman moved, seconded by Mr. A. R. Thompson and carried to alot the money for the portable barriers.

Mr. Harman moved, seconded by Mr. A. R. Thompson and carried to erect these barriers at the following places: one at the corner of Harold Leet's residence and the other one at the bottom of the hill near Flory's lumber yard.

Mr. I. L. Flory, III moved, seconded by Mr. Rodney Harman and carried to pay Owlen Mowbray to dig and install a two inch water line extending off the eight inch main from the reservoir to William Clark's approximately 2,700 ft. for the sum of $4,259.00.

Mr. I. L. Flory, III moved, seconded by Mr. Rodney Harman and carried to adjourn.

MAYOR: Welty H. Hensley
Welty H. Hensley

RECORDER: Norma R. Leap
Norma R. Leap, Clerk