REGULAR
COUNCIL MEETING
October 14, 1974

The regular meeting of the Elkton Town Council was held Monday, October 14, 1974 at 8:00 P.M. in the Council Chambers with the Mayor, H. Ditman Flory presiding. The following council members were present: Mr. C. E. Dean, Mr. R. R. Dean, Mr. H. A. Leet, Mr. R. J. Lough, Mr. W. H. McGahey and Mr. W. P. Suiter. Mr. W. E. Ayers, Town Manager, Mr. Homer Ageon, Co-Superintendent and Mrs. Norma R. Leap, Town Clerk were also present.

Mr. R. R. Dean opened the meeting with prayer.

Mr. W. H. McGahey moved, seconded by Mr. H. A. Leet and carried to approve the minutes of the regular meeting September 9, 1974.

Mr. R. J. Lough moved, seconded by Mr. R. R. Dean and carried to approve the minutes of the special meeting September 12, 1974.

Mrs. Larry Horne was present in reference to the Town Manager. She felt that she had been very rudely treated when calling Mr. Ayers over the weekend about an emergency which occured at her home. Mayor Flory assured Mrs. Horne that action would be taken in regards to her problem and for her to feel free at anytime to call any member of the council or Mr. Ayers as they were there to help the citizens with their problems.

There was a discussion in regards to the property on West Spotswood Trail and Shenandoah Avenue which extends on the town property. This matter had come before council at a previous meeting with a request to purchase footage from the town but council refused. Council took no action at the previous meeting to make the owner remove the building from the street. As. Mr. Hatmaker did not come before council as he had requested the matter is considered temporarily closed.

Mr. Ayers ask council's permission to write a letter to James C. Wilkins & Associates, Inc. approving the preliminary plans for the water and sewer layout for British Woods as generally meeting the town's water and sewer requirements; with the exception of lines crossing private property will have to be relocated on public property.

Mr. C. E. Dean moved, seconded by Mr. H. A. Leet and carried to give Mr. Ayer's authority to write a letter to James C. Wilkins & Associates Inc. stating that the preliminary plans for the British Woods Subdivision water and sewer layout meets with council's approval as long as lines across private property are relocated on public property.

Mr. Suiter questioned Mr. Ayers if lines would be installed from these plans and Mr. Ayers stated these were only preliminary plans and lines would not be installed without approval of final plans.

Mr. W. P. Suiter moved, seconded by Mr. W. H. McGahey to approve the First Reading to purchase a reel of No. 2 Triplex Entrance Cable at a cost of $517.00. The vote was recorded as follows:

C. Dean	- yea	R. Lough	- yea
R. Dean	- yea	W. McGahey	- yea
H. Leet	- yea	W. Suiter	- yea

As there were no prices available at this meeting on manholes, rings and lids, no action was taken on the requisition.

Mr. Ayers reported that Westinghouse is working on demand meters for the town.

Mr. Suiter reported that his committee has met in regards to the request to purchase 25 poles and felt that these many electric poles are not needed at the present time. The town has twenty-five 40' to 45' poles on hand.

Mr. W. P. Suiter moved, seconded by Mr. R. J. Lough to approve the First Reading to purchase ten electric poles at a cost of $525.00. Five 30' poles and five 35' poles. The vote was recorded as follows:

C. Dean	- yea	R. Lough	- yea
R. Dean	- yea	W. McGahey	- yea
H. Leet	- yea	W. Suiter	- yea

Mr. Suiter reported that his committee has collected electric rates from the adjoining communities and electric companies and plan to have something in regards to rates at the next meeting.

Mr. Leet questioned the possibility of adopting temporary rates until we can get permanent rates set. Mayor Flory stated he felt the Electric Committee would have something ready within the next two weeks.

Mr. R. J. Lough asked to make his report and suggestions last.

Mr. W. H. McGahey moved, seconded by Mr. W. P. Suiter and carried unanimously to approve the bill in the amount of $361.75 from Hugh D. Whitlow for one siren and one warning light and bar.

Mr. W. H. McGahey moved, seconded by Mr. R. J. Lough and carried unanimously to hire Edward J. Kirk as a patrolman on a three month probationary period.

Mr. C. E. Dean moved, seconded by Mr. W. H. McGahey and carried unanimously to approve the Second Reading to amend Section 26-16 as follows:

> BE IT ORDAINED by the Council of the Town of Elkton to amend the Refuse Collection Ordinance Section 26-16 by adding the following:
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> Any house or apartment may be exempt from the refuse collection fee if the owners of such property notify the Town Treasurer in writing that it is unoccupied and creating no refuse. It shall then become their responsibility to again notify the Town Treasurer in writing when it is re-occupied. Failure to obey the latter clause shall result in the same penalty as provided for in the ordinance for non payment of this fee. This resolution shall not be retroactive but only in effect after its passage date by council vote.

Mr. C. E. Dean moved, seconded by Mr. R. J. Lough and carried unanimously to approve the following resolution:

> BE IT RESOLVED that the Elkton Town Council hereby authorizes the Virginia National Bank to collect the Town of Elkton's electric, water, sewer and refuse bills and to deposit these in the Town of Elkton General Fund.

Mr. C. E. Dean moved, seconded by Mr. H. A. Leet to approve the following resolution:

> Approval of the Recreation Commission for the development of the Memorial Park.
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> WHEREAS the Council of the Town of Elkton agree to the operation of Memorial Park by the Elkton Community Parks and Recreation Commission and,
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> WHEREAS the Elkton Community Parks and Recreation Commission being desirous to establish a framework of operation for the development of Memorial Park according to the master plan.
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> NOW, THEREFORE BE IT RESOLVED, that the Elkton Community Parks and Recreation Commission has the authority to develop the Memorial Park according to the master plan by Charles M. Graves Organization dated January 1972. And,
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> BE IT FURTHER RESOLVED that all funds received as revenue from the operation of Memorial Park, buildings and improvements thereon, and activities conducted within the park shall be under direct control of the Elkton Community Parks and Recreation Commission. And
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> BE IT FURTHER RESOLVED that this resolution does not conflict nor nullify the lease agreement now in effect with the Rockingham County School Board.

Mr. W. P. Suiter questioned the fact of what would happen to the money if the Elkton Community Parks and Recreation Commission dissolved.

The following amendment was added and the resolution was unanimously approved.

> If for any reason the Elkton Community Parks and Recreation Commission is dissolved the money that the Commission has will revert to the town to be used for recreation.

Mr. R. R. Dean moved, seconded by Mr. W. P. Suiter to approve the Second Reading to purchase a Good Roads Model 701 One Way Snow Plow from Capital Equipment Co. Inc. at a cost of $1,343.00. The vote was recorded as follows:

C. Dean	- yea	R. Lough	- yea
R. Dean	- yea	W. McGahey	- yea
H. Leet	- yea	W. Suiter	- yea

Mr. Ayers reported that the meter for the spring has been received and is in the process of being installed. He also reported that he had contacted the firm we ordered the smoke machine from and they will not have the parts to make the machine for at least a month.

Mr. R. J. Lough reported that he had discussed the audit report with Mr. Stickley and the only suggestions he made were that the town when preparing the budget separate as to operating expenses, capital outlay and debt retirement so it can be compared with the annual audit and the town secure detail statements from the court on fines and costs to support the check received each month. Mr. Lough stated that the auditors were unable to make any comparisons this year due to the fact we only operated on a ten month budget.

Mr. R. J. Lough moved, seconded by Mr. W. H. McGahey to accept the audit report as prepared by Bosserman, Alt, James & Stickley. The vote was recorded as follows:

C. Dean	- yea	R. Lough	- yea
R. Dean	- yea	W. McGahey	- yea
H. Leet	- yea	W. Suiter	- yea

Mr. R. J. Lough moved, seconded by Mr. R. R. Dean to approve the First Reading to pay $1,785.00 to Bosserman, Alt, James & Stickley for auditing the town's books. The vote was recorded as follows:

C. Dean	- yea	R. Lough	- yea
R. Dean	- yea	W. McGahey	- yea
H. Leet	- yea	W. Suiter	- yea

Mr. Lough reported that he had a discussion with the auditors, Mr. Baker and Mr. Stickley and they had recommended we discontinue the monthly $500.00 deposit into the Electric System Fund as we have approximately $50,000.00 in this fund and as our system is now insured this is enough to carry as a sinking fund.

Mr. R. J. Lough moved, seconded by Mr. W. P. Suiter to discontinue withdrawing $500.00 monthly from the Town of Elkton Inc. General Fund for the Elkton Electric System Fund and that the balance in the Elkton Electric System Fund be put in a Certificate of Deposit. The vote was recorded as follows:

C. Dean	- yea	R. Lough	- yea
R. Dean	- yea	W. McGahey	- yea
H. Leet	- yea	W. Suiter	- yea

Mr. R. J. Lough moved, seconded by Mr. W. P. Suiter and carried unanimously to adopt the following procedure for purchasing:

1. A written requisition be submitted to the Town Manager (or the town's designated agent) for the things needed by the Department Head under which department it is required.

2. The Town Manager (or agent) will then issue a purchase order in quaduplicate. One copy for the Department Head, one for the town files, one for the Committee Chairman affected, and the original for the Treasurer who will do the ordering. After approval and upon receipt of goods or services, no further signing will be needed for the Treasurer to pay the invoices.

3. If the amount is less than One Hundred Dollars ($100.00), or an emergency exists, the order may be placed for immediate delivery with the approval of the Town Manager (or the Town Treasurer, or the Chariman affected in case the Town Manager is away or absent).

4. If the amount exceeds One Hundred Dollars ($100.00), but less than Five Hundred Dollars ($500.00), and no emergency exists, it shall come before Council for a first and only one reading. If approved it shall then be ordered as outlined in Section 2. If the amount exceeds Five Hundred Dollars ($500.00), and no emergency exists, it must come before council for a first, and a second reading. If then approved, by a majority Council vote, it shall then be ordered as stated in Section 2.

5. All purchases, or contracts, or bids in excess of Five Hundred Dollars shall be presented to Council with three price quotations in writing, if feasible, before they are acted on or approved by Council vote.

6. Normal office supplies for the Treasurer's Office, or cleaning supplies for the Custodian or Janitor, will not fall under these regulations, and may be purchased as needed.

7. The Department Heads, along with the Town Manager, shall anticipate their normal stock needs one or two months ahead of time so council can act upon these requests, and thereby keep our inventory up to normal needs.

8. Should an emergency arise, which requires immediate action, the Town Manager (or agent) jointly with the Mayor (or in the Mayor's absence, it shall be the Mayor Pro Tempore, or Chairman of the Committee so affected) shall have the authority to act at once on necessary purchases and/or repairs and process the requisitions and purchase orders at a later time. No price ceiling shall be placed on this action since it is impossible to anticipate emergencies that can, and probably will, happen. The requisitions shall then be handled as outlined in the previous sections and purchase orders at a later time be approved by council action.

Mr. R. J. Lough moved, seconded by Mr. W. P. Suiter and carried unanimously to incorporate the British Woods contract in the minutes of this meeting.

WHEREAS, British Woods Corporation, a Virginia corporation, intends to develop a tract of land adjoining the Town of Elkton, Virginia, to be called Elkwood Subdivision; and

WHEREAS, the Town Council of Elkton, Virginia, has RESOLVED to furnish water and sewer of the Town to said subdivision; and

WHEREAS, Town Council and the Developers have orally agreed to cooperate on other matters and desire to set forth such agreements formally,

NOW, THEREFORE, THIS AGREEMENT dated this 25th. day of September, 1974, by and between the TOWN OF ELKTON, VIRGINIA, hereinafter referred to as "TOWN" and BRITISH WOODS CORPORATION, a Virginia corporation, hereinafter referred to as "DEVELOPERS,"

W I T N E S S E T H :

That for and in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

(1) TOWN agrees to furnish to DEVELOPERS hookups to the TOWN'S water and sewer facilities. Said hookups shall be limited to 113 living units of each the first year; 62 of each the second year; and 61 of each for the third year, and thenceforth according to the master plan hereinafter referred to. It is agreed that the first year shall begin when DEVELOPERS ask TOWN for the first hookup and that the succeeding year shall begin one year from said date. It is further agreed that this provision shall not be altered without the written consent of the parties hereto, and that any

hookups not used in the year designated shall carry over and be useable by DEVELOPERS in the next year in addition to the ones allocated for that particular year. The hookup or tap fee charged by TOWN shall be at the prevailing rate at the time the hookup is sought; and said tap fee, less a credit of 1/8 for the water and sewer laterals installed by DEVELOPERS as set out in Paragraph (2) below, shall be due and payable to TOWN as each lot is sold.

It is understood and agreed by the parties hereto that DEVELOPERS are on a first-come, first-serve basis of available hookups with others in the service area of Elkton seeking said hookups.

(2) TOWN agrees, at its own expense, to bring its existing water and sewer lines, in a size sufficient for the purposes of DEVELOPERS, to the property line of DEVELOPERS at the southwest corner of the Elkwood subdivision.

It is further agreed that DEVELOPERS will put in water and sewer laterals to the property line of each lot in the subdivision, and that in consideration therefor 1/8 of the tap fee will be retained by DEVELOPERS.

(3) DEVELOPERS agree to install, at their own expense, water and sewer lines, to be approved by TOWN, throughout the development, which shall become the property of the Town of Elkton. It is understood that the development will be staged and that the water, sewer, and road system will not be built at one time.

(4) TOWN has expressed interest in annexing the approximately 300 acres of land owned by DEVELOPERS, and DEVELOPERS hereby consent to be annexed and agree to cooperate in every reasonable manner with TOWN in its annexation effort whenever they shall be asked to do so by TOWN.

(5) DEVELOPERS plan to leave considerable acreage of this tract as "open space." To this end, DEVELOPERS agree to convey to TOWN any areas designated as "open space" in development plans approved by the appropriate governing body and implemented by DEVELOPERS. The foregoing is conditioned upon TOWN annexing this property; TOWN'S agreement to maintain such property as "open space"; TOWN'S agreement not to sell any of such property; and TOWN'S agreement to give to Rockingham County, Virginia, or the governing body thereof, sufficient acreage from said "open space" for the construction of a public school and appurtenances if said County deems it desirable to construct a school on that property.

(6) DEVELOPERS agree to comply with all of the regulations set forth in the "Subdivision Ordinance of Rockingham County," incorporated herein by reference, provided that in the event said development is annexed to TOWN, said regulations shall be applicable to this development mutatis mutandis, reflecting the Town Council of the Town of Elkton, Virginia, as the "Governing Body," the planning commission of Elkton, Virginia, as the "Commission," and an appointed representative of the Town Council as "Agent."

(7) A copy of the master plan for said development showing nine sections of staged development is attached hereto and incorporated herein by reference. DEVELOPERS agree that said plan accurately reflects their intended development and further agree that any changes in said plan will be made only with the mutual consent of both parties to this agreement.

(8) In the event that the U.S. Postal Service desires to erect a mail station on this property, TOWN agrees to allow the construction of a suitable structure for that purpose on its property.

(9) Should this property be annexed to TOWN, the parties hereto agree that this agreement, or any portion thereof, may be embodied in the order of the annexation court.

The parties hereto generally agree to cooperate with each other and to assist the other reasonably in its endeavors so long as such assistance is not inconsistent with the duties and obligations of the other.

DATED this 25th. day of September, 1974, in Rockingham County, Virginia.

Mr. Lough recommended the Water and Sewer Committee study new tap fees for outside of town customers and rates for outside of town customers be increased.

Mr. Lough reported on obligations in each department which would not reflect in the finance report as bills have not been received and some of the items have not been completed.

Mr. R. J. Lough moved, seconded by Mr. W. P. Suiter to adopt the Finance Report. The vote was recorded as follows:

C. Dean	- yea	R. Lough	- yea
R. Dean	- yea	W. McGahey	- yea
H. Leet	- yea	W. Suiter	- yea

Mr. Wiles reported that he had checked with the town's insurance agent, Mr. Cover, and he said the town is covered in regards to the "hold harmless" clause in the contract with Norfolk and Western Railway but he would like to see a copy of the letter from the Insurance Home Office saying we are covered before the contract is signed.

Mayor Flory stated that he will bring the contract before council to be reviewed before he signs it.

Mr. W. H. McGahey moved, seconded by Mr. W. P. Suiter and carried unanimously to have a Christmas Party for the Town Council, Town Attorney, Town Employees and their families.

Mr. H. A. Leet moved, seconded by Mr. W. H. McGahey and carried unanimously that the town observe November 11, 1974 as the Veteran's Day Holiday.

As there was no further business, Mr. W. H. McGahey moved, seconded by Mr. R. R. Dean and carried to adjourn.

MAYOR: H. Ditman Flory Mayor
H. Ditman Flory, Mayor

RECORDER: Norma R Leap
Norma R. Leap, Clerk