SPECIAL
COUNCIL MEETING
May 25, 1977

A special meeting of the Elkton Town Council was held May 25, 1977 at 7:30 P.M. in the Council Chambers with the Mayor, Maurice W. Lough presiding. The following council members were present: Mr. C. E. Dean, Mr. R. R. Dean, Mr. H. D. Flory, Mr. B. B. Holt, Mr. H. W. Leap and Mr. R. J. Lough. Mr. Charles Hammer, Chief of Police, Mrs. Norma R. Leap, Clerk, Mr. Gerald K. Monger, Superintendent and Mr. R. Bruce Wiles, Attorney, were also present.

Mr. C. E. Dean opened the meeting with prayer.

Mr. Holt reported that an agreement had been reached with Myers Ford Company on the air conditioner for the police car. Myers Ford will install the air conditioner for an additional $200.00, which will still leave them the low bidder.

Mr. B. B. Holt moved, seconded by Mr. R. J. Lough to approve an additional $200.00 to Myers Ford Co. for an approved factory installed type air conditioning unit to be paid from Revenue Sharing when the air conditioner is installed and meets the town's approval. The vote was recorded as follows:

C. Dean	- yea	B. Holt	- yea
R. Dean	- yea	H. Leap	- yea
D. Flory	- yea	R. Lough	- yea

The following letter from the Elkton Planning Commission was read:

> Reference to the closing of Fourth Street between "O" Street and the Chesapeake & Western Railway rightaway.
>
> At the May 23, 1977 regular Planning Commission meeting, the members of the commission visited the site at "O" Street and Fourth Street. After weighing the pros and cons for leaving open against closing that portion of Fourth Street; the Planning Commission by a Four to One vote, recommends the following:
>
> 1. Fourth Street exact boundaries be established and remain open as a street for future gridging across the tracks and connection to Fourth Street on the other side. Thus also leaving open the town's rightaway for utilities.
>
> 2. That a variance be granted on the side yard so a house can be designed to accomodate the corner lot in question.
>
> The general feeling of the Commission was; if the street is closed, it would set a precedent for all deadend streets and alleys in town.

Mr. Welby C. Showalter, Attorney for Mr. and Mrs. Stephen Sigafoose, presented several copies of plats. According to Mr. Showalter the street was opened in 1895 but no public use has been made of this section since 1903. One of the copies shows the street as closed but there is no record of any official action taken to close the street. Mr. Showalter pointed out that the street has not been used publicly for many years, the Sigafooses have paid taxes on it since 1948, fenced it, mowed it and maintained it and he feels there is no reason why the town should not take official action to close this portion of the street. He also pointed out that the town would be receiving additional tax revenue if the street is closed as a very attractive house will be built there. He ask council to give their preliminary approval for the closing so he can begin advertising.

Mr. Holt stated that he had not been in agreement with the majority of the Planning Commission. He stated that opening this street is not shown on the Comprehensive Plan, and felt the cost would prohibit the opening of this street. Also Park Avenue would be the best street to open if the need ever arises. Mr. Holt suggested the closing of this portion of Fourth but retain a right-of-way for utilities and possibly a bicycle path.

Mr. R. J. Lough moved, seconded by Mr. H. D. Flory to have a Public Hearing to consider an ordinance to close a portion of Fourth Street from "O" to the railroad tracks with the stipulation that the town will retain a right-of-way for utilities. The vote was recorded as follows:

C. Dean	- yea	B. Holt	- yea
R. Dean	- yea	H. Leap	- yea
D. Flory	- yea	R. Lough	- yea

Mr. Monger reported that the application for a building permit for a church on Spring Avenue and Fifth Street has been withdrawn.

Mr. H. D. Flory moved, seconded by Mr. R. J. Lough to approve the following amendment to the Engineering Agreement dated December 29, 1975:

AMENDMENT TO ENGINEERING AGREEMENT
DATED DECEMBER 29, 1975

ADMENDMENT NO. 2

This AMENDMENT made this 25th. day of May, 1977, by and between the Town of Elkton, Virginia, hereinafter referred to as the OWNER, and ARTHUR BEARD ENGINEERS, hereinafter referred to as the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER and the ENGINEER on December 29, 1975, entered into an AGREEMENT FOR ENGINEERING SERVICES concering preparation of plans and specifications for expansion of the OWNER'S wastewater treatment plant.

WHEREAS, the parties thereto now wish to amend the AGREEMENT FOR ENGINEERING SERVICES to include certain provisions required by the Farmers Home Administration (FmHA). These required revisions are as follows:

Item 1. Delete paragraph A.1, page 1 of the contract and sub-substitute.
"1. Complete contract drawings and specifications acceptable to the TOWN, the State Department of Health, the State Water Control Board, the Environmental Protection Agency, and the Farmers Home Administration."

Item 2. Add to paragraph B.3., page 2 of the contract:
"Property surveys and plots will be provided by the ENGINEER; however, the OWNER will provide all necessary legal descriptions and negotiations for land rights."

Item 3. Add to paragraph B.13, page 3:
"The ENGINEER will be available to furnish engineering service and consultations necessary to correct all unforeseen project operating difficulties for a period of one year after the date of final inspection and acceptance of the facility by the OWNER and FmHA without additional charge, except for travel and subsistance costs."

Item 4. Delete, in paragraph B.22, page 4, the wording "(2) review and approve the Contractor's request for monthly and final payments", and substitute:
"(2) review and make recommendations concerning the Contractor's request for monthly and final payments,"

Item 5. Add to paragraph B.23, page 4:
"One reproducable set of as-built drawings and two reference sets will be provided to the TOWN by the ENGINEERS."

Item 6. Add the following to paragraph B, pages 2, 3, and 4:
"25. The ENGINEER will attend conferences with the OWNER and representatives of the FmHA and other interested parties."
"26. The ENGINEER will cooperate and work closely with FmHA representatives."
"27. The ENGINEER will review and approve estimates for progress and final payments."
"28. The ENGINEER further agrees to obtain and maintain, at the ENGINEERS'S expense, such insurance as will protect him and the OWNER from claims under the Workman's Compensation Act and from all claims for bodily injury, death, or property damage which may arise from the negligent performance by the ENGINEER or by the ENGINEER'S employees of the ENGINEERS'S functions and services required under this Agreement."
"29. Any additional services to those required by this agreement will be performed by the ENGINEER only on written authorization of the OWNER and FmHA."

Item 7. Under ARTICLE III: TIME SCHEDULE FOR SERVICES page 5, reword service item A as follows:
"A. Submit plans and specifications to State Agencies, EPA, and FmHA for approval."

Item 8. Under ARTICLE IV: COMPENSATION, page 6, DESIGN PHASE, reword item G as follows:
"G. At the end of the month during which FmHA and EPA approved final drawings and specifications for bidding."

This amendment shall not become effective until approved by FmHA. Such approval shall be evidenced by the signature of a duly authorized representative of FmHA in the space provided at the end of this amendment. The approval so evidenced by FmHA shall in no way commit FmHA to render financial assistance to the OWNER, but in the event such assistance is provided, the approval shall signify that the provisions of this Agreement and amendment are consistant with the requirements of FmHA.

The vote was recorded as follows:

C. Dean	- yea	B. Holt	- yea
R. Dean	- yea	H. Leap	- yea
D. Flory	- yea	R. Lough	- yea

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

The governing body of the Town of Elkton, Virginia consisting of seven (7) members, in a duly called meeting held on the 25th. day of May, 1977 at which a quorum was present RESOLVED as follows:

BE IT HEREBY RESOLVED, that in order to facilitate obtaining financial assistance from the United States of America, acting through the Farmers Home Administration in the development of a Wastewater Treatment Plant to serve the community, the governing body does hereby adopt and abide by the covenants contained in the following agreements:

1. Form FmHA 400-4, Non-Discrimination Agreement.

2. Form FHA 400-1, Equal Opportunity Agreement.

BE IT FURTHER RESOLVED that the Chairman of the Water and Sewer Committee, H. Ditman Flory, of the Town Council be authorized to execute on behalf of the Town of Elkton the above agreements and to execute such other documents as may be required in obtaining the said financial assistance.

This Resolution along with a copy of the above named documents is hereby entered into the permanent minutes of the meetings of this council.

The vote was recorded as follows:

C. Dean	- yea	B. Holt	- yea
R. Dean	- yea	H. Leap	- yea
D. Flory	- yea	R. Lough	- yea

Mr. H. D. Flory moved, seconded by Mr. R. R. Dean and carried to approve the following Legal Service Agreement with the inclusion that the Mayor and Clerk be authorized to sign the agreement:

UNITED STATES DEPARTMENT OF AGRICULTURE

Farmers Home Administration

LEGAL SERVICES AGREEMENT

This agreement made this 25th day of May, 1977, between TOWN OF ELKTON, VIRGINIA, hereinafter referred to as "Owner," and R. BRUCE WILES, attorney at law, of Harrisonburg, Virginia, hereinafter referred to as "Attorney":

WHEREAS, Owner is intending to expand and enlarge its present wastewater treatment system through the construction of a new wastewater treatment facility and acquisition by condemnation of a tract of land containing approximately 2 acres adjacent to its present sewer treatment plant for that purpose; and

WHEREAS, the Attorney agrees to perform all legal services necessary to acquire said additional land and enter into contractual arrangements for the financing, construction, and initial operation of said wastewater treatment system;

W I T N E S S E T H :

That for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

SECTION A - LEGAL SERVICES

That the Attorney will perform such services as are necessary to accomplish the above cited objectives including, but not limited to, the following:

1. Furnish advice and assistance to the governing body of said Owner in connection with (a) the notice for and conduct of meetings; (b) the preparation of minutes of meetings; (c) the preparation and enactment of such resolutions as may be necessary in connection with the authorization, financing, construction, and initial operation of the system; (d) the preparation of such affidavits, publication notices, ballots, reports, certifications, and other instruments and advice as may be needed in the conduct of such bond elections as may be necessary; (e) the preparation and completion of such bonds or other obligations as may be necessary to finance the system; (f) the completion and execution of documents for obtaining a loan made or insured or a grant made by the United States of America, acting through the Farmers Home Administration, U. S. Department of Agriculture; (g) entering into construction contracts; (h) preparation and adoption of Rules and Regulations and rate schedules; (i) such other action as may be necessary in connection with the financing, construction, and initial operation of the system.

2. Review of construction contracts, bid-letting procedure, and surety and contractual bonds in connection therewith.

3. Preparation, negotiation, or review of contract with a city, county, or other source of water supply when necessary.

4. Preparation, where necessary, and review of deeds, easements and other rights-of-way documents, and other instruments for sites for source of water supply, pumping stations, treatment plants, and other facilities necessary to the system and to provide continuous rights-of-way therefor; rendering title opinions with reference thereto; and providing for the recordation thereof.

5. Obtain necessary permits and certificates from county and municipal bodies, from State regulatory agencies, and from other public or private sources with respect to the approval of the system, the construction and operation thereof, pipeline crossings, and the like.

6. Cooperate with the engineer employed by Owner in connection with preparation of tract sheets, easements, and other necessary title documents, construction contracts, water supply contracts, health permits, crossing permits, and other instruments.

7. When applicable, secure assistance of and cooperate with recognized bond counsel in the preparation of the documents necessary for the financing aspects of the system. Where bond counsel is retained, the Attorney will not be responsible for the preparation and approval of those documents pertaining to the issuance of Owner's obligations.

SECTION B - COMPENSATION

Owner will pay to the Attorney fees for professional services rendered under this agreement in accordance with the compensation agreement whereby the Attorney serves the Town of Elkton as Town Attorney, on the basis of time expended, which compensation and out-of-pocket expenses will be due and payable upon submission of bills therefor, at the hourly rate current when such services are rendered.

Mr. Robert Lough reviewed the proposed budgets with council. He explained how and why he made the various cuts in the requests from each department. Council approved the purposed budget for the General Fund and the Revenue Sharing and set a Public Hearing on the budgets for June 6, 1977 at 7:30 P.M.

Mr. B. B. Holt moved, seconded by Mr. C. E. Dean to go into Executive Session to consider assignment and salary for a specific town employee. The vote was recorded as follows:

C. Dean	- yea	B. Holt	- yea
R. Dean	- yea	H. Leap	- yea
D. Flory	- yea	R. Lough	- yea

Mr. R. J. Lough moved, seconded by Mr. R. R. Dean to go from Executive Session back into Regular Session. The vote was recorded as follows:

C. Dean	- yea	B. Holt	- yea
R. Dean	- yea	H. Leap	- yea
D. Flory	- yea	R. Lough	- yea

Mr. H. D. Flory moved, seconded by Mr. R. J. Lough that the Town of Elkton reinstate William T. Herring's vacation time from a day to a day-and-a-half per month effective July 1, 1977. The vote was recorded as follows:

C. Dean	- yea	B. Holt	- yea
R. Dean	- yea	H. Leap	- yea
D. Flory	- yea	R. Lough	- yea

As there was no further business, the meeting adjourned.

MAYOR: Maurice W. Lough, Mayor

RECORDER: Norma R. Leap, Clerk