

1 **TOWN OF SWANTON**
2 **DRAFT MINUTES**
3 **SELECTBOARD MEETING**
4 **Swanton Town Office Building**
5 **1 Academy Street, Swanton, VT 05488**
6 ***Tuesday, February 19, 2013 @ 7:00 p.m.***
7

8 Present: John Lavoie, Selectboard Chair; Dan Billado, Selectboard Vice Chair; Harold Garrett,
9 Dick Thompson, Joel Clark, Selectmen; David Jescavage, Town Administrator; Cathy Fournier,
10 Town Clerk; Yaasha Wheeler, secretary; Allan Laroche, Animal Control Officer; Heather
11 Buzcowski, Channel 15; Rusty Posner and Virginia Holima, Franklin County Humane Society;
12 Tim Smith; Joseph Raleigh; Eldora "Dodie" Cheney; Betty Cheney; Shawn Cheney.

13
14 A. Call to Order

15 Mr. Lavoie called the hearing to order at 7:00 p.m.

16
17 B. Pledge of Allegiance

18 Mr. Lavoie led those present in the pledge of allegiance.

19
20 C. Meeting Topics:

21
22 1. Minutes

23 a) February 5, 2013 SLB Meeting

24 Mr. Clark made a motion, seconded by Mr. Thompson, to accept the 02/05/13 minutes as
25 printed. Motion carried.

26
27
28 2. Public Comments—No public comment.

29
30
31 3. Old Business

32 Mr. Billado asked if Mr. Jescavage had communicated with Jim Cross about Mr. Cross's
33 request to have a No Passing zone on Route 7. Mr. Jescavage said that he had called Mr. Cross
34 and informed him that nothing would be done at this time because of the recent speed
35 reduction from 50 mph to 40 mph, and had added that there would be extra police patrols.

36 Mr. Billado said that the representative from International Harvester would be present at
37 the 03/06/13 Selectboard meeting regarding Kevin LaPan's truck. He asked Mr. Garrett to
38 request Mr. LaPan's presence at the meeting as well.

39 It was noted that Mr. Jescavage had made corrections to the slide presentation for the
40 Swanton Informational Meeting and had included 4 new slides for the library. The slide show
41 could be reviewed online.

42 Mr. Billado stated that the radio grant was "dead."

43 Mr. Billado summed up that the Selectboard had decided to go with its own website, as
44 opposed to a Village/Town website. Mr. Thompson said that Mr. Reginald Beliveau (Village
45 Manager) should be informed of the new town website so that the two sites could cross-link.
46 Mr. Jescavage said that he had already spoken with Mr. Beliveau and that the town website
47 would also include a link to the Swanton 250th anniversary celebration website.

48 Mr. Billado asked if Mr. Jescavage had informed the upset resident on Maquam Shore Road
49 of the winter policy regarding the knocking down of mailboxes by the plow. Mr. Jescavage said
50 that he had and that the resident was not happy with the policy. Mr. Garrett noted that the
51 knocked-down mailbox was back up and had been painted orange, although it was still located
52 "right on the blacktop."

53 Mr. Billado asked if Mr. Jescavage had made copies of blueprints for the new Town garage
54 for the new Selectboard member(s). Mr. Jescavage said that he had not yet done so.

55 Mr. Billado asked if Mr. Kilburn had been advised to advertise the Development Review
56 Board vacancy and Mr. Jescavage replied that he had already advertised in the newspaper for
57 both the Planning Commission and the Development Review Board, and that he had received
58 some responses already.

59 Mr. Garrett had said that he would speak with the man who was interested in selling a
60 chipper to the town once the man returned from Florida.

1 Mr. Lavoie said that he was waiting for his “safety guy” to come back from a trip in order to
2 talk with him about the safety aspects of Mr. Garrett’s idea for a cage for the loader.

3 Mr. Billado asked the Selectboard, Mr. Jescavage, and Mrs. Fournier if everyone was all
4 right with Miss Wheeler’s idea of making up notes from each meeting, listing the tasks that
5 various board members or town officials had been requested to complete. Everyone agreed to
6 continue with the notes and Mr. Billado thanked Miss Wheeler.

7 8 9 4. Public Hearing

10 a) Notice is hereby given that the Town of Swanton Selectboard will hold a public hearing
11 on the closure of the Swan Valley Cheese Community Development Grant #ER-2008-Swanton-
12 00025 which awarded \$799,000 from the State of Vermont to the Town of Swanton. The
13 public hearing will be held at 7 p.m. on Tuesday, February 19, 2013 in the Meeting Room of the
14 Town Office Building at 1 Academy Street, Swanton, Vermont. The public hearing is being held
15 to obtain the views of citizens on community development, to furnish information concerning
16 the range of community development activities that have been undertaken under this program,
17 and to give affected citizens the opportunity to examine records of the use of these funds. The
18 VCDP Funds granted to the Town have been used to accomplish the following activities: Funds
19 were used in the cheese making facility to purchase equipment, re-open the facility, and create
20 21 new jobs. Information on this community development grant project may be obtained and
21 viewed during the hours of 9:00 a.m. to 4:30 p.m. at Franklin County Development
22 Corporation, 2 North Main Street, Saint Albans, Vermont on February 5, 2013. Anyone
23 requiring special accommodations may contact Connie Burns at 802-524-2194 for assistance.
24 For the hearing impaired please call (TTY) #1-800-253-0191. For any other information on the
25 public hearing, please contact Swanton Town Administrator David Mr. Jescavage at 802-868-
26 7418.

27
28 Mr. Garrett made a motion, seconded by Mr. Billado, to recess the Selectboard meeting in
29 order to open a public hearing for Swan Valley Cheese Community Development Grant at 7:12
30 p.m. Motion carried. Mr. Tim Smith informed the Selectboard that the article in the paper
31 about the issue had been misleading and that the grant, not the factory, was being closed out.
32 He further stated that the grant had been received by the Town of Swanton when Via Cheese
33 had closed doors and the factory had been acquired by Swan Valley. The original grant had
34 estimated the creation of 22 jobs, and there were 21 jobs as of June 2012. Mr. Billado, Mr.
35 Jescavage, Mr. Thompson, and Mr. Smith had discussed closing out the grant with the State of
36 Vermont. Because the full amount of 22 jobs had not been created, the main concern was that
37 Swanton would not be at a disadvantage in future proceedings relevant to other applications.
38 The Town was assured that this would not be the case. The FCIDC administered the grant for the
39 Town of Swanton, and David Jescavage and Connie Burns had moved forward. The present
40 hearing was part of that process.

41 Mr. Billado made a motion, seconded by Mr. Thompson, to close the public hearing at 7:15
42 p.m. Discussion: Mr. Jescavage noted that Friday (02/22/13) was the deadline for the closing,
43 so the minutes would be needed as soon as possible. Motion carried.

44 Mr. Garrett made a motion, seconded by Mr. Clark, to reconvene the regular meeting at
45 7:16 p.m. Motion carried.

46 47 48 5. Community Development

49 a) Discussion with volunteer for vacant position on Planning Commission

50 Mr. Jescavage stated that some members of the public had expressed interest in filling the
51 vacancies in both the Planning Commission and the Development Review Board. Mr. Kilburn
52 had explained to him that the person interested in filling the Planning Commission vacancy
53 would attend the 02/27/13 Planning Commission meeting to be interviewed. The vacancy for
54 the Development Review Board was not yet open until after the town meeting, but had been
55 advertised in anticipation of the vacancy.

56 57 58 b) Discuss Schoolhouse Lot on Charcoal Creek

59 Mr. Jescavage directed the Selectboard’s attention to a letter from Ken Sturm, the manager of
60 the Missisquoi Wildlife Refuge, in which Mr. Sturm had stated that the U.S. Fish and Wildlife
61 Service attorney would put together the deeds to clear the title, but any legal work done
62 independently to date would not be financially covered by the USFWS. There would therefore
63 be no compensation for the fees associated with the deeds already done by some of the abutting

1 landowners by their own attorneys. The USFWS would pay for deeds done by their own
2 attorney. Mr. Lavoie asked if the deeds done independently were still usable since they were
3 not done by the USFWS attorney, and Mr. Jescavage said they were. Betty Cheney recalled that
4 the federal government had promised to contact the private landowners but had never done so;
5 therefore the owners had simply gone ahead and done the work themselves. They just wanted
6 the town to sign off. The only cost associated with the work would be the recording costs. Mr.
7 Thompson suggested waiving the recording fees, since it was a town transaction. The
8 Selectboard agreed.

9 Mr. Garrett was concerned that the USFWS letter stated the following: "The service is
10 willing to pay for this additional deed preparation and has indicated at previous select board
11 meetings that up to \$500 would be made available for associated attorney fees." He noted that
12 the fees for the town attorney, Brian Monaghan, might be in excess of \$500 and had
13 remembered an earlier statement that the USFWS would pay for all fees, not simply up to
14 \$500. He said he wanted a signed document that the USFWS would repay all fees to the town
15 or the project would not go forward. He wanted something in writing that the USFWS would
16 fully cover all attorney fees.

17 Mr. Clark suggested researching the past Selectboard minutes to find information about
18 what had been communicated regarding compensation. Mr. Jescavage said that in 2007, when
19 this process began, he had been working in a neighboring town and the USFWS had
20 represented to that town that they would cover \$500 of the fees, with the town paying any
21 excess over the \$500. Mr. Thompson said that if the USFWS would not satisfactorily work with
22 the town to clear the clouded title within the next week, he was done dealing with them.

23 Mr. Lavoie summed up that the Town would waive the recording fee for the homeowners.
24 Mr. Jescavage would contact Mr. Monaghan to determine the amount of the attorney fees to
25 date, and that the Town would expect fully repayment from USFWS for the cost. If the USFWS
26 would not cooperate, the clouded title would remain and the Town would receive the \$500 for
27 the work that had already been done. Mr. Jescavage stated that he had communicated with Mr.
28 Sturm that the homeowners had been disappointed that they had never been contacted and
29 Mr. Sturm had agreed to relay that information to the people in control of the project. Betty
30 Cheney agreed to drop off the deeds.

31 Mr. Thompson made a motion, seconded by Mr. Garrett, to authorize Mr. Jescavage to
32 become the Selectboard agent to sign the deeds. Motion carried.
33
34

35 c) Discuss Highgate Request for Legal Review of Arena Matters

36 At Mr. Clark's suggestion, this item was TABLED for discussion in executive session.
37
38

39 7. Animal Control Officer

40 a) ACO Monthly Report

41 Mr. Laroche reported a case in which numerous neighbors had complained about a husky/lab
42 mix that was either allowed to run at large or tied up in subzero weather. The dog was not
43 licensed. Mr. Laroche had taken the dog to the shelter in the garage. Mr. Thompson noted that,
44 after holding the dog for 5 days, the Town owned it, and asked if the owner was interested in
45 getting the dog back. Mr. Laroche said that the woman had offered to pay him the fee to get the
46 dog back, but he had refused to take payment, instead directing her to the Selectboard and the
47 Town Clerk. He had last spoken with her on 02/16/13 and the 5th day would be 02/21/13. Mr.
48 Lavoie suggested that Mr. Laroche should make a last effort to contact the owner on the 5th
49 day.
50
51

52 b) Discussion of FCHS 2013 contract with Rusty Posner & FCHS board
53 members

54 Ms. Posner of the FCHS explained that the FCHS contract had been revised to state the
55 following: "FCHS will honor the 10 day bite hold as required by the state statues. The animal
56 shall be confined in our holding area. On the 11th day, either the animal shall be returned to the
57 owner with the ACO present for the exchange or the ACO for that town/city shall pick up the
58 animal and proceed with the disposition of the animal as determined by the town/city." The
59 owners of all dogs returned to the owner would be responsible for all fees, not the town.

60 Ms. Posner added that the FCHS requested to be copied on all certified warnings sent by
61 the Animal Control Officer to dog owners for noncompliance, so that the FCHS would have
62 warning that a dog may possibly be seized and brought to the FCHS. Mr. Billado asked if the
63 FCHS would take a vicious dog that the town had already confined for 10 days and Ms. Posner

1 said that they would. Mr. Thompson asked if the FCHS would take surrendered dogs and Ms.
2 Posner said that they would, as long as there was available space and the dogs were adoptable.
3 The town would be responsible for the \$50 fee once the dog was signed over. Mr. Garrett
4 suggested clarifying that part in the contract, as well as the agreement regarding seized
5 animals. Mr. Billado noted that the wording of the contract in stating “this contract does not
6 include” might unintentionally void all the stipulations that came afterward, some of which
7 were not intended to be excluded from the contract. Ms. Posner agreed to reword the contract
8 accordingly.

9 Mr. Laroche asked if there was any way to inform the town of dogs adopted from the FCHS
10 in Swanton, because some people adopted dogs without licensing them. Ms. Holima of the
11 FCHS said that the adoption contract could include a requirement to license the dog in the
12 appropriate town.

13 Mr. Billado asked about the gloves and the scanner promised to the ACO by the FCHS. Ms.
14 Posner explained that that was done through a grant through the ASPCA and that the project
15 was “in the works.” Ms. Holima explained that the FCHS had been through difficult times but
16 was hoping to get back on its feet and work with the towns; Mr. Thompson said he felt that the
17 present discussion was a good start. Mr. Billado agreed, stating that the town had been
18 considering other options but that he now felt very positive about continuing a relationship
19 with FCHS.

20 Ms. Posner noted that, due to a grant, the FCHS was able to offer free spay/neuter for barn
21 and feral cats, with the aid of Have-a-Heart traps set by local farmers and citizens. Over 400
22 cats had been spayed in 10 months, at no cost to either the farmers or the people feeding feral
23 cats. The spayed and neutered cats were then released after having been vaccinated against
24 rabies and having their ears notched.

25 Mr. Thompson made a motion, seconded by Mr. Billado, to authorize Mr. Jescavage to sign
26 the contract once it had been revised by the FCHS and reviewed by the Selectboard. Motion
27 carried.

30 c) Discuss Dog Complaint

31 Mr. Raleigh came forward to discuss the dogs of his neighbor, Mr. Zorn. In the past, Mr. Zorn’s
32 older German Shepherd had frequently crossed the road from his property to the Raleigh
33 property and scared Mr. Raleigh’s children with threatening behavior. The Town had
34 instructed Mr. Zorn to contain his dog, with only partial resolution. Mr. Raleigh stated that,
35 although Mr. Zorn had agreed to contain the dog with an electric fence, the dog still came over
36 onto the Raleigh property from time to time. Mr. Zorn had recently gotten a new German
37 Shepherd puppy, which Mr. Raleigh alleged was also coming onto his property. Although the
38 puppy’s behavior was not threatening, Mr. Raleigh was concerned that the puppy’s comfort
39 with his property would lead to a repeat of the former situation. Mr. Raleigh presented pictures
40 as evidence of the puppy’s trespassing, but said that he had not yet been able to take a picture
41 of the older dog on his property. He said that he saw no evidence of a fence or a run to help
42 contain the dogs, and just wanted his children to be safe and to enjoy their home. He added
43 that his 10-year-old was still very afraid of dogs.

44 Mr. Billado read the following from the 07/06/10 meeting minutes: “Billado said that the
45 dog must be confined to the Zorn property under their control at all times but that the specifics
46 of how that is done will be up to Zorn. If the dog comes off its own property again, it will be
47 impounded and the nature of the reason for impoundment will determine the next step. Lavoie
48 agreed with Billado and stressed the severity of the issue. Zorn said that he understood the
49 magnitude but did not feel that the issue was severe and likewise does not want to see anyone
50 hurt.”

51 Mr. Billado asked if Mr. Raleigh had discussed his concerns with Mr. Zorn, and Mr. Raleigh
52 said he had not yet; he and Mr. Zorn did not speak much. Mr. Billado suggested having the
53 ACO deal with the situation and have a discussion with Mr. Zorn.

54 Mr. Raleigh noted that getting picture evidence of the older dog’s trespassing was nearly
55 impossible, and Mr. Billado noted that a notarized sworn statement from Mr. Raleigh would be
56 enough evidence for Mr. Laroche to seize the dog. He recommended having a police officer
57 notarize the document. Mr. Clark read the following from the dog ordinance: “Any domestic
58 pet or wolf-hybrid at large which enters the property of another and there causes property
59 damage or creates a nuisance may, upon a signed written complaint of the owner or legal
60 occupant of the property, be impounded by the Enforcement Officer.

61 The Selectboard instructed Mr. Jescavage to send Mr. Zorn a letter, reminding him that the
62 stipulations set forth for the first dog applied equally to the new puppy, and that the animals
63 must be contained on their own property. The letter would also inform him that the Animal

1 Control Officer would monitor the situation, and that if a sworn statement were to be made
2 alleging violations of the terms set forth in the past, the dog would be impounded immediately.
3 The letter would include a copy of the ordinance, and both Mr. Raleigh and the FCHS would be
4 copied on the letter.
5
6

7 8. Highway Department

8 a) Opening of Well Drilling Bids

9 The Selectboard opened two bids, one from Chevalier Drilling Co., Inc., and another from The
10 Manosh Corporation. It was noted that the bids did not include a tank or pump. For 300 ft.,
11 Chevalier proposed \$5570 and Manosh proposed \$7425. Both bids included information about
12 surrounding wells: their depth and their gallons per minute. Mr. Billado made a motion,
13 seconded by Mr. Thompson, to accept the Chevalier bid. Discussion: Mr. Jescavage asked if
14 they were accepting the 300 ft. bid and Mr. Billado replied that they accepted the bid at
15 whatever depth hit water. Mr. Lavoie summed up that they were basing the bid on the 300 ft.
16 Mr. Garrett noted that they needed to specify that they accepted the bid at the price per foot,
17 not at the total estimated price. Mr. Billado amended the motion, moving to accept Chevalier's
18 bid based on the price per foot given in the estimate. Mr. Thompson seconded the amended
19 motion. Motion carried. Mr. Garrett added that the contract would be awarded subject to
20 approval at the ballot.
21

22 b) Adopt 2013 Town Road and Bridge Standards

23 Mr. Jescavage explained that the state had revised its standards based on the aftermath of
24 Hurricane Irene. Adoption of the new standards would mean that the town would pay smaller
25 matches on grant projects from the state. The deadline for the application for the grant was
26 04/15/13, so the decision could be made at the next meeting. Mr. Thompson noted that, for
27 some towns, the new standards were too expensive to implement. Mr. Billado added that the
28 town would pay more in the long run if the standards were not adopted. The Selectboard
29 agreed to review the new standards. Mr. Jescavage was asked to put this item on the agenda for
30 the 03/06/13 Selectboard meeting.
31

32 b) Updates

33 Mr. Billado asked Mr. Garrett to find out the cost of radio replacement from Radio North. Mr.
34 Garrett added that the town garage, if approved, should have a bay station. The Selectboard
35 asked him to follow up with the radio issue after the March meeting.
36

37 Mr. Garrett informed the board that the Village had offered to give and install a natural gas
38 generator in the new town garage free of charge. It was in perfect condition and could be used
39 as a back-up. Mr. Clark pointed out that that would involve adding a transfer switch to the new
40 garage, which Mr. Billado felt the village crew might be willing to do for the town. Mr. Lavoie
41 suggested submitting a change order for the transfer switch once the garage was approved. The
42 Selectboard agreed to accept the Village's offer.

43 Mr. Garrett asked permission to buy a "teeth kit" of 5 teeth for the backhoe at \$60.12, which
44 was a lower price than to pay individually for the teeth. He also wanted to buy a cutting edge of
45 \$271 with bolts to hold them on, so he asked to spend a total of \$350. The Selectboard agreed.

46 Mr. Garrett stated that the International truck still had issues. The rep had invited Mr.
47 LaPan to take it down with a load to show him what the truck was doing, but Mr. LaPan and
48 Mr. Garrett had asked the rep to come to them and ride with Mr. LaPan. Mr. Billado said that
49 he understood that the rep had been reluctant to come to the 03/06/13 meeting, but had finally
50 been persuaded to come. Mr. Garrett stated that, since they had had the truck for 12 months,
51 an extended warranty could not be bought for the truck. Mr. Clark suggested talking with the
52 regional rep for International. Mr. Billado added that they might be able to speak with state
53 people in Montpelier, since the state also had dealings with International Harvester trucks, and
54 several communities in Franklin County had had trouble with their trucks.
55

56 9. Expenditures

57 a) General Orders (01/01/13 – 02/19/13)

58 Mr. Thompson made a motion, seconded by Mr. Garrett, to approve the General Orders as
59 published. Discussion: Mr. Billado asked whether the number for the Merchant Bank was for
60 overpayment of taxes and Mrs. Fournier replied that they were paid every time the payroll was
61 done. Mr. Clark asked about the item titled Disaster Recovery and Mrs. Fournier said that the
62 payment was an annual fee to NEMRC for computer file back-up. Discussion concluded.
63

1 Motion carried.

2
3 b) Highway Orders (01/01/13 – 02/19/13)

4 Mr. Thompson made a motion, seconded by Mr. Billado, to accept the Highway Orders as
5 printed. Discussion: Mr. Garrett asked about the business resource services and Mrs. Fournier
6 explained that the fee was split between General and Highway, for the broker for the
7 insurances. Mr. Billado asked if the item for Cross Consulting (\$21,850) was for the
8 engineering cost for the new town garage and Mrs. Fournier said that it was. Mr. Garrett
9 estimated that close to \$40,000 had been spent already. Mr. Clark said that design fees were
10 usually 6 to 8% of the project cost. Discussion concluded. Motion carried.

11
12 c) Payroll (01/01/13 – 02/19/13)

13 Mr. Thompson made a motion, seconded by Mr. Clark, to accept the payroll as printed. It was
14 noted that Brian Thompson, Mr. Garrett, and Miss Wheeler were not under E in the payroll.
15 Motion carried.

16
17 Mr. Garrett suggested plowing on their own rather than using the Fairfield plow, since the
18 overtime hours were getting expensive. He asked for the Selectboard's blessing to redesign the
19 plow route.

20
21 LIQUOR & TOBACCO RENEWALS

22 The Selectboard signed liquor and tobacco renewals for St. Marie's and the Hog Island Market.

23
24 Mr. Lavoie asked about the expenses and Mrs. Fournier said she would do them for the finance
25 meeting, and could report at the first meeting of each month.

26
27 10. Informational Meeting

28 a) Review Slide Show Revisions

29 Mr. Thompson, Mr. Jescavage, and Mr. Lavoie agreed to meet on Sunday, 02/24/13 at 9 a.m.
30 to review the slide show for the informational meeting and to practice presenting it. Mr. Billado
31 recommended warning it as a Selectboard meeting, to give another Selectboard member a
32 chance to practice as a substitute presenter in case of a contingency. The Selectboard also
33 asked to have black and white hardcopies of the slides for themselves during the presentation.

34
35
36 11. Public Comments (reprise) – None.

37
38 12. Correspondence

39 Mr. Jescavage noted an announcement for an event sponsored by the VLCT, a letter from the
40 census bureau wanting to know if the Town had annexed any part of another town in the last
41 year (Swanton had not), and a public relations packet for Vermont Gas.

42
43
44 13. Any Other Necessary Business

45 Mr. Jescavage said that Mr. Garrett's business cards were ready to pick up, and that he would
46 copy the blueprints for the future Selectboard member when he went to get them.

47
48
49 14. Upcoming Events

50 a) Local Government Day @ 9 a.m. on February 20, 2013 @ Statehouse in
51 Montpelier

52 Mr. Thompson and Kilburn planned to attend this event.

53
54 b) New Highway Garage Bid Openings @ 2 p.m. on February 22, 2013 in SLB
55 Meeting Room

56 Mr. Garrett said that he would have to leave the meeting at 2:30 p.m. Mr. Lavoie said that they
57 would open the bids, read them aloud, and give no decision until after full discussion and
58 review.

59 Mr. Thompson stated that he and Mrs. Fournier had gone to the candidates forum, where
60 they had mentioned the new town garage and emphasized that, even though the article said
61 that the cost would "not exceed \$800k," the money had already been appropriated. Mr. Garrett
62 stressed that the new garage would not raise taxes.

63 Mr. Garrett said that the site visit/walkthrough for the garage bids had collected about 40

1 people. Mr. Thompson suggesting having a drawing of the garage outside of the informational
2 meeting to emphasize that the funding was already there.

3
4 c) Informational Meeting for Town Meeting @ 7 p.m. on February 25, 2013 in
5 Swanton Village Complex

6 Mr. Jescavage said that the meeting would be broadcasted live on Channel 15, and that people
7 would be able to call into the town if they wanted.

8
9 d) Planning Commission Meeting @ 7 p.m. on February 27, 2013

10 e) DRB Meeting @ 7 p.m. on February 28, 2013

11
12 15. Executive Session (if needed)

13 Mr. Thompson made a motion, seconded by Mr. Billado, to enter executive session for
14 contracts at 9:19 p.m. Motion carried.

15
16 Mr. Billado made a motion, seconded by Mr. Clark, to exit executive session at 9:53 p.m.
17 Motion carried. Action taken: Mr. Jescavage was instructed to write a letter or e-mail to
18 Highgate to indicate that Swanton had no interest in legal review at this time or in the
19 suggested change in ownership.

20
21 16. Adjournment

22 Mr. Garrett made a motion, seconded by Mr. Clark, to adjourn the meeting at 9:54 p.m. Motion
23 carried.

24
25
26 Typed on February 20, 2013

27 Minutes by Yaasha Wheeler

28 Received and filed by:
29
30
31
32

33 _____
34 Cathy Fournier, Swanton Town Clerk

_____ Date