

1 **New Market Town Council**
2 **Minutes of Meeting Held**
3 **July 21, 2008**
4

5 The New Market Town Council met in the Council Chambers of the Arthur L
6 Hildreth, Jr. Municipal Building with the following members present: Larry Smith,
7 Mayor, John Blosser, Vice Mayor, Ripley Click, Harry Durrett, Eddie Litten, Gary
8 Comer, and Troy Fadeley.
9

10 Town Attorney – Jason Ham
11 Interim Town Manger – Michael Ritchie
12 Town Clerk – Jeanne Rinker
13 Visitors and Press – See attached sheet
14

15 **I. Call to Order and Establishment of a Quorum**
16

17 Mayor Smith called the July 2008 meeting of the New Market Town Council into
18 session at 7:30 pm and declared that a quorum was present.
19

20 **II. Pledge of Allegiance**
21

22 The Pledge of Allegiance was recited in unison.
23

24 **III. Recognition of Visitors**
25

26 Mayor Smith welcomed all visitors and recognized special guests William
27 Johnson and Gary Rookstool from Stearns and Wheler, the Town's engineering firm.
28

29 **IV. Amendments to Agenda**
30

31 Mr. Litten made a motion to make two amendments to the agenda, the first being
32 under section V. 1, the Consent Agenda, to add the approval of the minutes from the
33 special called Council meeting held July 1, 2008, at which time the new Town Manager
34 was appointed. The next agenda amendment he proposed was under section IX, Eligible
35 Council actions, the discussion of a possible appointment of a Planning Commission
36 member. The motion was seconded by Mr. Blosser. Mr. Click then moved to amend Mr.
37 Litten's motion to eliminate the second agenda amendment, that of discussing the
38 possible appointment of a planning commission member. Mr. Click stated that the
39 Finance and Personnel Committee has not had the opportunity to discuss the matter and
40 to make a recommendation to the Council. Mr. Ham then asked Mr. Litten to restate his
41 motion to only amend the consent agenda by adding the approval of the minutes of the
42 July 1st, 2008 meeting. Mr. Comer seconded. The motion passed unanimously on a roll
43 call vote.
44

45 Mr. Litten then moved to again amend the agenda by adding under section IX,
46 item three, the discussion of the possible appointment of a planning commission member.

47 Mr. Fadeley seconded. Mr. Click again recommended that the motion be tabled because
48 the Finance and Personnel Committee did not have the opportunity to discuss the issue
49 and make a recommendation to the Council. Mayor Smith then asked the Committee
50 chairman, Mr. Fadeley to comment. Mr. Fadeley reiterated that the Committee had not
51 met to discuss an appointment of a Planning Commission member. A roll call vote was
52 taken on Mr. Litten's motion, but the motion was defeated because the vote was not
53 unanimous.

54

55 **V. Consent Agenda**

56

57 Mayor Smith presented the Consent Agenda which included the minutes from the
58 June 16, 2008 Council meeting, minutes from the July 1, 2008 Special Called Meeting,
59 and the Financial Statements for June 2008. Mr. Blosser moved to approve the Consent
60 Agenda as presented. Mr. Litten seconded the motion which passed on a voice vote of
61 ayes (6) nays (0).

62

63 **VI. Public Hearings**

64

65 The first public hearing, to receive public comments concerning the proposed
66 agreement with the Town of Broadway for the treatment of wastewater began with an
67 informative Power Point presentation by Mayor Smith. This provided a history of
68 wastewater disposal and treatment as well as the pros and cons of both regionalization
69 and the other option of upgrading our own facility.

70

71 Following the Mayor's presentation, citizens were invited to present their
72 questions and concerns. The first speaker was Mr. Tim Palmer of 248 Shenvalee Drive.
73 Mr. Palmer stated that New Market currently has problems with infrastructure and will
74 have trouble getting the sewage to the sewage treatment plant without a lot of infiltration
75 of water.

76

77 Mr. Palmer had spoken with a company in Minnesota who designs sewage
78 treatment plants for towns with populations of about 2000. We should have a sewage
79 processing capability of about 100 gallons per person per day. That would calculate out
80 to be about 200,000 gallons per day. Right now, because of the infiltration of water
81 coming into our infrastructure through leaks in the line, runoff, etc., we are processing
82 500 gallons per person per day. So if we look at a 2% increase in our population, it
83 would take about 35 years for our population to double. If we look at an agreement with
84 Broadway, and then have the Town commit to fixing the infrastructure over a period of
85 time, and in so doing reduce the amount of wastewater that we are processing, we would
86 be sending fewer gallons of water to Broadway and saving a significant amount of
87 money. By putting the money saved back into improving the infrastructure, the amount
88 of wastewater sent to Broadway in five or ten years could possibly be reduced to 250,000
89 gallons per day instead of increasing to a million gallons per day.

89

90 Town Attorney Jason Ham interjected at this point to inform Mr. Palmer that
91 about a year ago the Town voted to dedicate \$4 million to do what he is suggesting. He
92 stated that our engineers are working on this project. Mr. Litten added that this is an

93 ongoing long term project which is still in the designing stages, but we plan to get started
94 on the actual project this year. Mr. Palmer suggested that the initial savings be used to
95 commit to doing all of it, since \$4 million is not enough to complete the project.
96

97 The next citizen to come to the podium was Mr. Henry Buhl who lives at 310 Tee
98 Court. He stated that he had a few questions to ask. The first question was “What
99 happens if the electricity goes off? Will there be generators in place to take care of the
100 problem?” Mr. Litten replied that generators would take care of the problem. Mr. Buhl’s
101 second question was “What happens if the poultry plant wants to come in later?” Mr.
102 Ham stated that if the Council decided to add them as a customer, they could. He added
103 that the proposed agreement with Broadway allows New Market to ask Broadway to
104 expand their plant. This would be at New Market’s cost. Mr. Click added that this
105 scenario would probably never happen because the poultry plant has spent a tremendous
106 amount of money expanding their treatment facility. One would assume that they have
107 done so according to DEQ’s requirements.
108

109 Mr. Buhl’s last question was, “If New Market decides to stay on their own, has
110 any needed acquisition of land been figured into the cost?” Mr. Rookstool explained that
111 the treatment plant could be built on the existing property, the only issue being if the
112 DEQ will waive the current setback requirements. They do have the power to do that, but
113 have not given us a definite answer.
114

115 Mr. Roy Muller who lives at 9398 S. Congress St. was the next speaker. His main
116 concern was inflow and infiltration (I & I). Mr. Muller stated that the Town has about
117 380,000 gallons per day of I & I. This is about double the I & I of any of the other
118 neighboring towns. This could be due to very old sewer line connections from some of
119 the older houses in Town and not necessarily in the main lines. We will initially be
120 paying Broadway about \$290,000 per year to treat our I & I and about \$170,000 per year
121 to treat our sewage.
122

123 Another of Mr. Muller’s concerns was who is going to pay for this. He
124 commented that the citizens’ rates are going to increase. By Mr. Muller’s calculations
125 he estimated that some of the costs are going to be more than the Town has proposed they
126 will be. He also pointed out several parts of the contract Broadway has proposed which
127 he feels could generate problems in the future, especially with a 35 year contract.
128

129 Mr. Jason Ham addressed some of Mr. Muller’s concerns as follows: Mr. Ham
130 agreed that I & I is a problem, and reiterated that we have dedicated \$4 million to correct
131 as much of it as possible. As to the concern of who is going to pay for it, Mr. Ham
132 reminded everyone that the government has mandated what must be done, and we have
133 no choice but to comply. We have two options and both of them are very expensive so it
134 is inevitable that citizens are going to have to pay more. Mr. Ham further commented on
135 the 35 year contract, emphasizing that a long term contract is the best option. If the
136 Town spends \$7 million for the pipeline, we need to know that Broadway is committed to
137 us for the long term. Mr. Muller interjected that the two poultry plants have 25 year
138 contracts and if they do not renew in 25 years, that could mean problems for the Town of

139 New Market. Mr. Ham responded that the poultry plants have a contract different from
140 ours and that it would have no bearing on New Market. Our rates are not related to theirs
141 in any way.

142
143 Mr. Muller then asked about some of the legal issues that Broadway inherited,
144 such as those from DEQ. Mr. Ham stated that SIL was sued by the environmental group
145 and then by the Virginia Attorney General's office. The litigation was settled through a
146 consent decree which is a very complicated document. Broadway has until 2010 to
147 comply with those terms. After this time if the DEQ finds any violations within the plant,
148 Broadway will be responsible, not New Market.

149
150 Mr. Henry Buhl asked permission to speak again, as he had two questions he
151 would like answered. The first was "Will VDOT be contacted before the decision is
152 made by the Council?" Mr. Ham responded that VDOT has already been contacted. He
153 asked Mr. Buhl if he was referring to the land acquisition. Mr. Buhl replied that he was.
154 Mr. Ham stated that VDOT had preliminarily said yes, but that was not a definite answer.
155 He added that 39 parcels were involved, but if VDOT cooperates with us, there would
156 only be 2 parcels involved.

157
158 Mr. Buhl's second question was "What happens if the road is ever widened?" Mr.
159 Ham stated that chances of that happening were almost nil, but if it did happen the
160 consequences would depend on what the easements said.

161
162 The next speaker was Tom Linski who lives on Fairway Drive. He had two
163 questions to be considered. The first was "How bad does Broadway need or want New
164 Market's business?" Mr. Ham replied that he felt Broadway wanted us to join them, but
165 they would proceed with or without us.

166
167 Mr. Linski's second question was whether our engineers have done a cost
168 comparison of upgrading and running our plant for 35 years versus sending 600,000 or
169 700,000 gallons per day to Broadway, and the upgrades to go with them, and the
170 financing of both projects. He restated his question by saying, "Before you folks make
171 this huge financial decision, do you know which one really is the best? By having to pipe
172 the wastewater 7 miles to the regional plant, New Market has a huge disadvantage that
173 Timberville doesn't have."

174
175 Mr. Ham responded that we have done the comparing of costs for the two options.
176 Basically, we estimate that going with Broadway is going to cost \$10 million. That
177 includes \$2.25 million as a capital upfront cost, approximately \$1 million land acquisition
178 cost which we might not have to pay, and then the \$7 million pipeline cost. If we
179 upgrade our own plant, we have been quoted figures of \$23 - \$28 million. It could be
180 less than that or more to upgrade our own plant. However, it would be substantially less
181 than that because we would get state grant funding for part of that. The state grant
182 funding would be only for the portion that's applicable to the nutrient reduction, and not
183 for the general expansion. For items that are gray areas, the state would probably rule
184 against us. Mr. Ham added that no one really knows the amount of state grant funding we

185 might receive, but former Town Manager Evan Vass came up with a figure of about \$8
186 million for a state grant. Mr. Ham stated that he felt that the amount could be less than
187 \$8 million because the State's finances are not in very good order. Summarizing, that
188 makes the cost of expanding and improving our own plant at \$15 - \$20 million. It could
189 be less than this amount if we get more state funding or if some of the costs turn out to be
190 less. Therefore our projection indicates that we are saving between \$5 million and \$10
191 million. For now, we think that regionalization is the least expensive way to go.

192

193 Mr. Ham further added that the history of environmental regulation is that it
194 continues to go forward and become more expensive. At the same time it becomes
195 harder to comply with the rules. These are items Broadway will have to deal with. In
196 consideration of these issues, although our costs will also increase, we think it's going to
197 be cheaper to go with Broadway.

198

199 Mayor Smith commented that there is also the question of maintenance and
200 operation costs. He gave a rough figure of \$250,000 savings per year on these costs. Part
201 of these costs is attributed to sludge removal.

202

203 Mr. Linski then brought up the issue of the contract itself. He felt that a contract
204 should be good for both parties involved, but this contract seemed to favor Broadway.
205 For example, he stated that the 12% penalty for late payment is excessive.

206

207 Mr. Ham stated he had done some negotiating on the contract and had changed
208 some things, but the contract was signed as presented.* He added that the Town pays its
209 bills on time so the late penalty will probably not even come into play. Mayor Smith
210 added that we charge our own citizens a 10% penalty for late payments. Mr. Ham then
211 pointed out several items in the contract that are good things for the Town of New
212 Market. For example, Broadway must provide 1 million gallons per day; they must go
213 through the permit process and get those types of things done.

214

215 John Chroniger who lives on Greenview Lane was the next citizen to voice an
216 opinion. His first concern was regarding Section 6.3 of the proposed contract. Mr.
217 Chroniger said "You keep saying that phosphorous removal is totally on them, but in
218 Section 6.3 it says 'In the event that the phosphorous removal equipment is deemed by
219 the VDEQ to be inadequate to the task of meeting the interim phosphorous limits, before
220 January 1, 2011, New Market will pay a pro-rata share of the actual cost of any further
221 phosphorous precipitation measures required by the VDEQ.'"

222

223 Mr. Ham agreed and stated that this provision and also another one in the contract
224 might increase New Market's bill. He went on to explain that "during that one year
225 period, from January 1, 2010 to January 1, 2011, we might have to pay one third of the
226 fifth. We would have to pay the one third regardless, even if we only used one fifth of the
227 service. In another provision New Market will have to pay a Biosolids charge. We will
228 have to pay our prorated cost of that. Basically, according to our engineers, the issue
229 boils down to this: The Town would always have to pay those costs. We are hoping that
230 by having those costs rolled into several different groups, that we're going to have

231 economies of scale. We might not. If Broadway does it the wrong way it could be more
232 expensive. We think we can have confidence in their engineers, we have confidence in
233 Broadway and the people in their plant, and we think they'll do it right. So there are at
234 least these two things in the contract that could cost us more. Another thing is the
235 environmental issue. If the laws change, they could come back to New Market and make
236 us pay more. Again, the answer to all of those things is if you had your own plant you
237 would still have these things to deal with. So, there is a certain amount of trust
238 involved.”

239

240 Mr. Chroniger then inquired “if this is in reference to the agreement they entered
241 into with the DEQ, with the violations that had been committed before and which they
242 had 3 or 4 years to comply with the regulations? It seems to me that this is what you are
243 talking about, the interim limits of when they're working down to what they have to get
244 to, and if they don't get to it before that date, then we have to pay part of the costs. If
245 they entered into the agreement, why do we have to pay part of the costs?”

246

247 Kyle O'Brien, Broadway's Town Manager, offered his comments and answers at
248 this time. He said “basically the interim limits are in place, but the DEQ has made it very
249 clear that we can't bring in New Market while the plant is technically not in compliance,
250 and right now it is still not in compliance. Overall, we're meeting the interim limits.
251 We've had an extensive discussion with the DEQ, the EPA, the river keepers, and you
252 name it. We're in a fishbowl. Everybody is looking at us and they're saying ‘You're not
253 taking a drop of wastewater until basically this plant is in compliance’. Assuming New
254 Market comes into the mix, you all will be doing engineering internally with our final
255 design phase, to where we would have”.....(rest of sentence inaudible)

256

257 Mr. Chroniger then asked about another part of the contract which he didn't
258 understand, the last paragraph of Section 5.0. The contract states “The easement granted
259 by New Market under this Section is permissive and no use by Broadway, including use
260 beyond the Term of this Agreement shall give rise to claim by Broadway of an easement
261 by prescription.” Mr. Chroniger asked why we would give them any easements granted
262 by New Market.

263

264 Mr. Ham offered the following explanation: “Because they need to come and
265 inspect our pipeline and our facility and our contract provides them the right to do that.
266 We're giving them the property so it's not a prescriptive easement; it doesn't allow them
267 to go there all the time to do whatever they want, it's just to do this.”

268

269 Mr. Chroniger continued to Section 6.11, “Indemnity for Loss from Non-
270 Complying Effluent”. (See page 15 of contract.) Mr. Chroniger asked, “Is all of this
271 reciprocal to us? Are we held harmless for other things that occur at that plant that might
272 come back to the uses of the plant? In other words, if Broadway does something, or the
273 chicken plants do something and cause problems, are we held harmless?”

274

275 Mr. Ham said “No, but we wouldn't need to be because we wouldn't have done
276 anything. And basically from a (inaudible) perspective and from a legal liability

277 perspective that's all on Broadway. We're just a customer. But, the second part of what
278 you're asking, what that's trying to address is, if one of our customers puts something in
279 the line that is extremely damaging and bad for their plant, that's on us, and that's a
280 liability we're taking with this. What we would do would be to..... we already have
281 wastewater ordinances and rules for people that are hooked up, so New Market would
282 turn around and go after the person or company that did that. Of course if the person or
283 company that did it didn't have insurance or funds sufficient to pay it, then New Market
284 would hold that bag. So yes, that is something that is a negative to this, so basically if we
285 damage their plant we have to pay for it. So that's the way it is. Hopefully, that's not
286 going to happen to us. If it does, the Town would have to defend itself. But we're the
287 customer and they are the one providing the service.”
288

289 Mr. Chroniger had one other question regarding Section 6.5, Metering and
290 Monitoring Facility. The contract says “New Market shall construct up to two permanent
291 metering and monitoring facilities at its own cost at the point of connection of New
292 Market's 4.3 mile, more or less, major sewer line to the expanded BRWTF. Mr.
293 Chroniger asked, “Is this figure already in the cost that you've quoted to us for the
294 pipeline and so forth? Mr. Ham stated that it was.
295

296 The next citizen to offer comments was former Mayor Tom Constable. Mr.
297 Constable stated that he had been involved with wastewater treatment in New Market
298 since 1984, with the exception of 8 years. He said “In my opinion, this is the greatest
299 opportunity New Market has had to go regional. While we were building our new plant
300 back in '86 and '87, we visited 8 or 10 plants and I became aware of regionalization.
301 Augusta County was one we visited and I became a proponent in Shenandoah County.
302 We have a chance here in New Market to do something that has proven itself throughout
303 many, many communities. There have been many questions and concerns. One of them
304 was I & I. We have been working on I & I since the 1980's. We've smoke tested, fixed
305 manholes, and found leaks. Roy is absolutely right. We're paying a lot of money to treat
306 I & I, but I & I is going to be with us. I don't think \$4 million is going to fix it but I think
307 it's going to control it, to minimize it. It's not going to fix these 40 or 50 year old mains
308 unless you dig them all up and replace them. So anyway, I urge you to look at the
309 advantages and to do this. This will pay dividends to New Market residents for years and
310 years to come. And yes, people are going to have high water and sewer bills. But I don't
311 think they will have nearly the impact on New Market by going to regionalization.”
312

313 Mr. Constable continued his supporting comments for regionalization as follows:
314 “In the last six months, I've talked to a lot of people about this and there are two
315 concerns. One of them is ‘Why don't we own our own, because when you own your own
316 you have control of it; it's yours. Why would we want to go out and rent a facility?’
317 Well, let me tell you something; there is no equity in owning a wastewater treatment
318 plant. It is a liability. You can't sell it. As a matter of fact, if we go with Broadway
319 we're going to have to pay to demolish this perfectly nice, good facility. You could sell
320 this building, you could sell your police cars, you could even sell your water plant, but
321 you cannot sell a wastewater treatment plant. So why would you want to own it? Let
322 someone else own it.”

323 Mr. Constable continued with the second concern many people have expressed.
324 That is, "If SIL didn't work, why would we want to get involved with an operation that
325 didn't work? That's a good question. But SIL was an operator that was halfway across
326 the country. They weren't local. We're talking about dealing with Broadway, our
327 neighbors. We know them; they know us; and they're not going to let this plant not
328 operate. They're going to be local ownership. The other thing is, we've had our
329 engineers, Broadways engineers, we've had DEQ; all three of them have gone over this
330 thing for the last year, and there hasn't been one deal breaker. So I just urge you; this is
331 huge; this is probably the most important decision that this Council will have made in
332 many, many years, and I encourage you.

333
334 Councilman Eddie Litten offered some closing comments on the decision to be
335 made. He stated, "I know our engineers will probably say I've asked a lot of questions.
336 I'm trying to learn about this myself, but the thing I want to tell everybody that's here
337 tonight, and I wish that the whole town were here, is that I've got a 39 year old son
338 that lives in town and no matter what my personal thought is on this thing, my decision
339 will be made, and has been made on how I'm going to vote, based on what is going to be
340 good for the upcoming citizens of this town- the current people as well as the people that
341 are going to be coming up later. There is no question in my mind, after hearing our
342 engineers, our legal department, their engineers, their legal department who have all
343 looked at this thing, that in the long run it's the best. So again, please understand, that
344 what we are looking at, as a Council, or at least me as a Council member, is not only
345 today, but long term. And based on that, it's a no brainer. We have issues with I & I
346 that we're going to address. This Council is committed to that and will continue to do
347 that, but the point is that there are a lot of good points to this issue for long term people
348 and our children of this town."

349
350 There were no more comments relating to the proposed agreement with the Town
351 of Broadway so Mayor Smith closed that public hearing and opened the second one,
352 which was to receive bids and public comments concerning the proposed Franchise
353 Agreement Ordinance. He called on Mr. Ham to present the proposed ordinance. Mr.
354 Ham stated that basically Shentel is currently providing cable service to the Town and
355 has for at least the last ten years and they do so through a Franchise Agreement
356 Ordinance. It goes through a bidding process and Mayor Smith will ask if there are any
357 other bidders. Shentel paid the cost for doing this and provides access to television
358 stations. The Town gets revenue, about \$5000 per month through tax, from Shentel.

359
360 Mayor Smith asked if there were any other bids for the cable contract. There
361 were no other bids. The Mayor asked for public comments. Mr. John Chroniger asked if,
362 when they replace old cables, they could put the new ones underground. He said he
363 didn't see any reference in the ordinance to putting new or repaired lines underground
364 that are in existing places. He asked if there was any way the Town could ask them to do
365 this as they replace and repair existing lines. Mr. Ham stated that we probably could not
366 do that. This would be very expensive and the contract does not speak to that at all.

367

368 There were no further comments regarding the proposed Franchise Agreement
369 Ordinance so Mayor Smith closed the public hearing.

370 **VII. Citizen Comments and Petitions**

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372
373 Mary Alice Burch announced that the 4th Annual Yard Crawl would take place on
374 Saturday, August 9, 2008. This is sponsored by the Chambers of Commerce in the
375 County. She stated that if anyone needed a space on Congress Street to call her.

376
377 Mr. Henry Buhl commented that he was concerned about the road to the new
378 library having to be widened and the cost burden to the library. Mayor Smith
379 commissioned Town Planner, Chad Neese to look into this and get the facts.

380
381 Mr. Don Fuller welcomed the newest member of the Town Council, Mr. Harry
382 Durrett. He commended Mr. Durrett for his outstanding qualities and expressed that the
383 citizens of the Town were fortunate to have him represent them on the Council.

384 **VIII. Announcements**

385
386 There were no announcements.

387 **IX. Town Manager's Report**

388
389 Interim Town Manager, Mike Ritchie presented the first item eligible for Council
390 action, discussion and consideration of the proposed agreement with the Town of
391 Broadway for the treatment of wastewater. Mr. Fadeley made a motion to adopt the
392 proposed agreement with the Town of Broadway for the treatment of wastewater. Mr.
393 Comer seconded the motion which passed on the following roll call vote: ayes (6) nays
394 (0).
395
396

397
398 Mr. Ritchie presented the next item eligible for Council action, discussion and
399 consideration of the adoption of a Franchise Agreement Ordinance and the granting of a
400 franchise for the providing of cable services. Mr. Blosser moved to adopt the Franchise
401 Agreement Ordinance and to grant a franchise for the providing of cable service. The
402 motion was seconded by Mr. Durrett and passed on the following roll call vote: ayes (6)
403 nays (0).
404

405 **X. Committee Reports**

406
407 **Finance and Personnel:** Mr. Fadeley reported that the Committee met on June
408 20, 2008. A closed session was held to discuss a personnel related issue. The Committee
409 met again on June 30, 2008 to discuss another personnel related issue. At that time the
410 Committee voted to recommend to full Council the appointment of Chris Boies to the
411 position of Town Manager.
412

413 **Public Works:** Mr. Blosser reported that the Committee held a special meeting
414 at which time they tabled two requests for Out of Town water hook ups. One was for
415 sewer only and the other one was for water and sewer.

416
417 **Public Safety:** Chairman Gary Comer announced that there was no report from
418 the Committee.

419
420 **Tourism, Economic Development, & Historic Preservation:** Mr. Durrett
421 stated that no meeting was held so there was no report.

422
423 **Planning Commission:** Mr. Blosser reported that the Planning Commission met
424 on July 7, 2008 at which time Mr. Neese gave an extended report.

425

426 **XI. Council's Comments:**

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428 There were no comments from the Council.

429

430 **XII. Mayor's Comments**

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432 Mayor Smith thanked everyone for their attendance at the Council Meeting and
433 also for the attendance at the Mayor's Forum which was held July 15, 2008. He
434 announced that the next Mayor's Forum would be in August, the date being announced in
435 the Town Newsletter. For those who were unaware, Mayor Smith explained that the
436 Mayor's Forum is just an informal time to get together and discuss concerns and issues
437 about the Town. He added that he had 2 pages of tasks to complete from the last Mayor's
438 Forum.

439

440 **XIII. Closed Meetings**

441

442 There were no closed meetings.

443

444 **XIV. Adjournment**

445

446 Mr. Litten interjected that he had one comment he would like to add before
447 adjournment. He apologized for being out of order and commented that he should have
448 spoken during the time for Council's Comments. Mr. Litten stated that when citizens send
449 a letter to a council person or town official, they should please sign their name so that
450 their concerns and questions could be discussed, addressed, and answered.

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452 Following a motion, second, and unanimous vote the meeting was adjourned at
453 8:59 pm.

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457 * This sentence (line 207) reads as amended at the August 18, 2008 Council Meeting.

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Larry Smith, Mayor

Jeanne K. Rinker, Town Clerk