

A meeting of the Board of Directors of the Municipal Authority of the Borough of Portage was held on Thursday, August 6, 2020, at 7:00 p.m., in the Conference Room at 606 Cambria Street.

Those in attendance were:

Brent Kinley, Chairman
Craig Castel
Mark Castel
John Morgan
Jerome Yetsko

Also present were: Ron Cadwallader, Supervisor; Attorney Michael Emerick, Solicitor; Joe Beyer, The EADS Group; Mike Barton, Forester; Ron Portash, Mainline Newspapers; Tony Thompson; Chris Ringler.

I. CALL TO ORDER

Mr. Kinley, Chairman, called the meeting to order at 7:00 p.m., which was followed by the Pledge of Allegiance and Roll Call.

Mr. Kinley recognized Mr. Portash, Mr. Thompson, and Mrs. Ringler.

II. CORRESPONDENCE

Mr. Kinley stated that information was received regarding the PMAA virtual conference to be held August 31 – September 2, 2020; and if anyone is interested in attending, they should contact Mr. Cadwallader.

III. APPROVAL OF MINUTES

Mr. Kinley stated that certain sections of the minutes were provided to the Board for review prior to the information being placed in the minutes. After discussion, the Board agreed that the noted sections be included in the minutes from the last meeting.

ON MOTION OF MR. MORGAN, SECONDED BY MR. MARK CASTEL, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE JULY 2020 MINUTES BEING THAT THEY WERE DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE MINUTES AS PRESENTED, WITH THE INCLUSION OF THE SECTIONS AS NOTED ABOVE. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

IV. AGENT'S EXPENDITURES

Mr. Craig Castel questioned the purchase of the bales of hay, to which Mr. Cadwallader replied that this was used for the cleanup of the projects in Martindale.

ON MOTION OF MR. CRAIG CASTEL, SECONDED BY MR. MORGAN, THE BOARD UNANIMOUSLY APPROVED THE AGENT'S EXPENDITURES FOR THE PERIOD MAY 1, 2020 THROUGH JULY 31, 2020 IN THE AMOUNT OF \$270.08. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

V. **INVOICES**

Blue Earth Labs, LLC	\$ 1,380.37
Brent Kinley	45.00
Cambria Mailing Services, Inc.	79.84
Cambria System, Inc.	2,711.13
Cintas	112.72
Commonwealth of PA	150.00
Craig Castel	45.00
EADs Group	4,541.87
Eichelbergers, Inc.	1,848.00
Fairway Laboratories Inc.	664.50
Grainger	160.13
Grannas Bros Stone & Asphalt Co	428.37
Groff Tractor & Equipment	2,441.00
Hach	63.62
Helsel Excavating	120.00
J.M. DeLullo Stone Sales Inc.	15,850.41
John C Morgan, Jr	45.00
L/B Water Service, Inc.	104,202.05
Mark Castel	45.00
Mary L Elchin	260.00
Michael S Emerick, Esq	537.50
New Enterprise Stone & Lime Co. Inc.	15,418.38
Niper's Auto Repair	260.55
Northern Safety & Industrial	50.29
PA WARN	38.00
Palyocsik True Value	189.94
Peoples Natural Gas Company	22.35
Portage Auto Parts	75.96
Portage Florals	45.00
Portage Post Office	165.00
Portage Service Center	497.80
Quaker Sales Corporation	476.28
Ray's Lawnmower	38.49
Ray's Oil & Gas Co	1,333.85
RDM – Johnstown LLC	241.00
Ronald J Cadwallader, Jr	20.00
Sharon Squillario	45.00
Stager's Store	113.61
Univar USA, Inc.	1,895.82
Valley Flagging Services, LLC	13,513.50
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	\$170,172.33

Paid Bills

Blue Earth Labs, LLC	\$ 1,418.27
Edward & Sharon Squillario	100.00
PA One Call System, Inc.	66.45
Penelec	840.87
Comcast	309.02
JC Ehrlich Co Inc.	188.00

Lowes	189.05
Mainline Newspaper	31.88
Pro Disposal, Inc.	161.00
REA Energy Cooperative Inc.	629.37
Sheetz Fleet Service	250.80
UPMC Health Plan	9,663.36
Verizon	487.22
WB Mason Co Inc.	680.70
Aflac	139.84
Brandy Endler	100.00
Verizon Wireless	95.97
	\$15,351.80

ON MOTION OF MR. MARK CASTEL, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY AGREED TO ACCEPT AND PAY INVOICES IN THE AMOUNT OF \$212,088.04 (REGULAR BILLS, \$170,172.33; PAID BILLS, \$15,351.80; PennVEST, \$3,896.36 AND \$5,508.55; USDA, \$16,051.00; 1ST SUMMIT, \$1,108.00). BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

VI. TREASURER’S REPORT

ON MOTION OF MR. MARK CASTEL, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE JULY 2020 TREASURER’S REPORT AS IT WAS PREVIOUSLY DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE REPORT WITH A BALANCE OF: BEGINNING CASH, \$1,733,498.12; CASH IN, \$316,324.22; CASH OUT, (\$381,317.99); ADJUSTMENT, \$0; ENDING CASH, \$1,668,504.35. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

VII. SUPERINTENDENT’S REPORT

Mr. Cadwallader informed the Board that he received information from the insurance company relative to the Johnson Avenue fall incident. The insurance company has indicated that they have closed the case due to inactivity. Attorney Emerick noted that, even though the insurance company has closed the case, the involved party does have six months to file a suit. Mr. Cadwallader noted that we have not heard anything regarding this incident.

As it relates to the Main Street project, Mr. Cadwallader reported that all of the main lines are in. Tomorrow, they will chlorinate, disinfect and charge the lines. Samples will be pulled after 48 hours (on Monday); and if the samples are satisfactory, the service lines will be placed and the side streets tied in. Mr. Mark Castel questioned if there are shut-offs, to which Mr. Cadwallader replied that every block has a valve. Mr. Craig Castel questioned, once everything is tied in, will we be placing blacktop to smooth out the road, to which Mr. Cadwallader replied affirmatively. Mr. Morgan commented that he has heard no complaints throughout the project. Mr. Cadwallader stated that the only concern encountered was the downpour that occurred and affected Mountain Avenue. There were two pipes that were actually floating; and they had to be hand-dug and everything corrected. Mr. Cadwallader noted that there were a few sewer lines that were hit, but they were in terracotta.

Mr. Mark Castel noted that we are actually ahead of schedule on the project, to which Mr. Cadwallader agreed noting that it took 18 days to place all of the mains. Mr. Morgan questioned if we will be backing off of the four 10 hour days and moving to eight hour days, to which Mr. Cadwallader replied affirmatively unless there are problems. Mr. Morgan questioned if everything has to be completed by November 3, to which Mr. Cadwallader replied affirmatively. Mr. Cadwallader commented that his goal is to have everything completed by the end of August/early September. Mr. Cadwallader informed the Board that he has had numerous people stop and comment relative to what a great job everyone was doing relative to this project. He emphasized that there was a great crew working on this project; and everyone worked well together.

VIII. ENGINEER'S REPORT

A copy of the Engineer's Report was distributed to the Board prior to the meeting.

Mr. Beyer informed the Board that there was no change to the first two items included in his report.

Mr. Beyer stated that the permit has been received for the tube settlers at the Martindale and Benscreek plants. He commented that Mr. Cadwallader will need to check on the Certificate of Construction when the project is completed.

Mr. Beyer commented that the Board can advise him when they want to discuss the Munster Road tank. He also advised the Board that the dam inspection will take place within the next month or so.

IX. SOLICITOR'S REPORT

Attorney Emerick noted that a copy of his report was provided to the Board prior to the meeting.

Attorney Emerick informed the Board that the Authority received approval for the line of credit with First Summit Bank. Mrs. Ringler commented that Attorney Emerick would need to contact Mike Madden at First Summit relative to this; however, approval of the line of credit is required by the Board at this meeting as the agreement expires on Monday, August 10.

ON MOTION OF MR. MARK CASTEL, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY APPROVED THE LINE OF CREDIT WITH FIRST SUMMIT BANK AS PRESENTED. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

Mrs. Ringler informed the Board that the Authority currently has approximately \$155,000 of project bills not including the payroll. She questioned if the Authority should request the monies through the line of credit and place it into the money market account in order to address these bills. Mr. Cadwallader noted that, so that the Board is aware, he would suggest that billings be presented to the Board on a month-to-month basis so that the Board is aware of what is being requested for payment.

ON MOTION OF MR. MORGAN, SECONDED BY MR. CRAIG CASTEL, THE BOARD UNANIMOUSLY THAT REQUESTS FOR PAYMENT ON THE MAIN STREET PROJECT BE SUBMITTED ON A MONTH-TO-MONTH BASIS. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

Mrs. Ringler questioned if the Board wanted a list of bills at the next meeting to draw down the monies or draw down the \$155,000 worth of invoices in this report. It was questioned what the current invoices include, to which Mrs. Ringler responded that the billings include L&B, New Enterprise, flagging costs, project materials, etc. Mr. Cadwallader explained to the Board that the monies for the invoices were taken out of the General Fund because the line of credit was not approved as yet. Therefore, the Board would need to decide if they wanted to pull the \$155,000 out of the line of credit to be placed back into the General Fund to cover these costs. Mr. Morgan commented that he thought the funds were going to be requested from the State, to which Mr. Cadwallader replied that we are; however, the funds are not available immediately. Attorney Emerick stated that it may be 45-60 days before the funds are received from the State. Mr. Morgan questioned if he was correct in understanding that, if the Authority approves the line of credit and approves the outstanding bills, the Authority would be able to pay off the line of credit when the monies are received from the State, to which Mr. Cadwallader replied affirmatively.

The Board agreed that Mrs. Ringler should draw down the monies from the line of credit to reimburse the Authority's General Fund for the monies used to pay the bills for the Main Street project.

As it relates to the Treasurer's Bond, Attorney Emerick informed the Board that, in consulting with the insurance company and the auditor, the Treasurer will have to be bonded; and he spoke to Mr. Morgan regarding this. Mr. Morgan commented that he does not think any member of the Board should be bonded because none of the Board members handle any money. He pointed out that he is not going to become bonded; and if any other member of the Board would like to act as Treasurer and he could act in another capacity, that would be fine. Mr. Morgan emphasized that he does not believe any member of the Board, earning \$45 per month to attend meetings, should be entitled to having to become bonded. Attorney Emerick pointed out that he cannot recommend that the Treasurer not be bonded; and this would have to be a Board decision that would be against his advice. Attorney Emerick commented that the Authority could also obtain employee dishonesty insurance, which Mrs. Ringler stated is an employee crime/theft policy. Attorney Emerick indicated that, under this policy, the insurance company would pay back if there is a theft of money in the office, but the Authority would have to file criminal charges. Mr. Mark Castel questioned, if this policy is obtained, would the Treasurer have to be bonded, to which Attorney Emerick replied that the Treasurer would still have to be bonded. Mr. Mark Castel commented that the Treasurer really has no control over anything, to which Attorney Emerick explained that the Treasurer actually oversees all of the Authority's funds and signs checks, which have to be countersigned. The Treasurer being bonded is a standard operating procedure for any municipal Board or Authority.

Mr. Kinley questioned if any other Board member would want to serve as Treasurer and become bonded, to which there was no response from the Board members. Mr. Morgan questioned what the next step would be, to which Attorney Emerick replied that he made his recommendation to the Board so it would be up to the Board to decide. Mr. Kinley clarified that, with the theft insurance, the Treasurer still has to be bonded, to which Attorney Emerick agreed. Attorney Emerick stated that, with the theft insurance, there are exceptions and loopholes, but with the bond, the money is payable. Mr. Morgan questioned if a decision has to be made at this meeting, to which Attorney Emerick replied that the Board can table the matter until the next meeting, but he would recommend that it not be tabled any further than next month.

ON MOTION OF MR. MORGAN, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY AGREED TO TABLE THE TREASURER'S BOND MATTER UNTIL THE NEXT MEETING. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED

MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

Attorney Emerick commented that the matter of discounted water service rates for charitable organizations was tabled from last month. Mr. Morgan commented that, in reading through the information provided, the Authority was paid \$4,912 of \$6,201 from charitable organizations. He questioned if the Board could be provided a usage report on how much water the organizations use per month; i.e., the Historical Society, the Food Pantry, the Park, the churches, etc. Mr. Morgan commented that, if there is a church that uses a lot of water, it will not benefit them so we need to look at the usage. He questioned how much water the Park uses per month, to which Mr. Cadwallader replied that the Park's agreement is for usage up to 500,000 gallons and they use nowhere near that amount of water. Mr. Cadwallader indicated that the Park notifies the Authority immediately if there is a leak, etc.

ON MOTION OF MR. MORGAN, SECONDED BY MR. CRAIG CASTEL, THE BOARD UNANIMOUSLY AGREED TO TABLE DISCUSSION RELATIVE TO DISCOUNTED WATER SERVICE FOR CHARITABLE ORGANIZATIONS UNTIL THE NEXT MEETING. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

Attorney Emerick questioned the Board if they needed additional research relative to the municipal liens as mentioned at previous meetings. Mr. Morgan stated that we do not have anyone on the shut-off list this month, to which Mr. Cadwallader indicated that everyone that was on the list that was provided to the Board prior to the meeting has paid. Mrs. Ringler indicated that there are still residents that are delinquent; however, they all have signed agreements. Mr. Morgan commented that they might have agreements, but they could still owe a substantial amount and that is what he would like to review. Attorney Emerick pointed out that, as it relates to the municipal liens, the Authority can look at it on an ad hoc basis on the amount owed and protect the Authority with a lien against the property. Mr. Mark Castel stated that we would have to determine at what point we would do that. Attorney Emerick indicated that the Board could look at it on a month-to-month basis; and if the Board decided on a lien, we can move forward. Mr. Kinley stated that the Board could look at cases when they get above a certain amount and then have it reviewed by the Board. Attorney Emerick commented that he would remove this matter from his report. Mr. Mark Castel stated that, at his place of business, if a customer had a late payment, it would go before the justice of the peace via a summons; and the justice of the peace decided that the money was owed but then the customer still does not pay the money. Attorney Emerick explained that, with a municipal lien, it does not go through the justice of the peace process. With a municipal lien, a lien is placed on the property. If the customer wants to fight the matter, it is incumbent upon them to prove they do not owe the money; otherwise, it stays as a lien against their property. Mr. Mark Castel questioned what it would cost the Authority per lien, to which Attorney Emerick replied that there would only be the attorney fees involved. Mrs. Ringler questioned how the lien is removed, to which Attorney Emerick replied that he would merely sign off on a form that everything has been satisfied and mail it to the courthouse.

Attorney Emerick questioned if Mrs. Ringler has heard anything from UPMC on the ancillary services administration agreement (notification of COBRA rights once an employee separates their employment) and the costs, to which Mrs. Ringler replied that she has not.

Mr. Morgan pointed out that he had thought the Board discussed crediting back to Mr. Thompson his ten vacation days when he returned to employment at the Authority. It was noted that there was no action taken by the Board when this was discussed. Mrs. Ringler questioned if the credit

back would take place at the beginning of the year since Mr. Thompson was paid these vacation hours when he left the Authority. Mr. Morgan commented that this should be looked at the beginning of the year because he does not think this action should be taken in the future. Mr. Morgan stated that he does not know how this was handled with Mr. Moore when he left the Authority and then returned after two weeks, to which Mrs. Ringler replied that Mr. Moore took vacation time during that time. Mr. Morgan emphasized that this is definitely something we need to look at. Mr. Kinley stated that the Board should take action on crediting Mr. Thompson back the 10 days of vacation time and that this matter be kept on the agenda for potential changes to the personnel policy regarding this so that it does not have to wait until next year. Attorney Emerick noted that he will review the personnel policies in this regard prior to the next meeting.

ON MOTION OF MR. MORGAN, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY AGREED TO CREDIT BACK TO MR. THOMPSON TEN DAYS OF VACATION TIME AND THAT ATTORNEY EMERICK REVIEW THE PERSONNEL POLICY RELATIVE TO THIS MATTER. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

X. FORESTER'S REPORT

Mr. Barton informed the Board that he continues to work on marking the property lines. This should have been finished already; however, there was two miles on the Helsel property where they moved the lines so Mr. Barton had to rerun the line. Mr. Barton commented that it will take three to four days to complete, which should be done by the time of the next meeting.

Mr. Barton reported that he met with the resident regarding the timber trespass matter as reported at a previous meeting. The resident explained to Mr. Barton that he had a contractor fixing his house and he did not have the funds to pay for the repairs; and the contractor cut about 11 trees worth about \$1,000 as payment for the work. Mr. Barton noted that the resident at this time does not have the money to pay for the damages; and what they are proposing is the next time the Authority has a timber sale in that area to take whatever trees we need to make up for it. Mr. Barton commented that he feels this is plausible but this would be up to the Board. If the Authority takes action against the resident, they do not have the funds to make retribution. Attorney Emerick questioned if Mr. Barton made this agreement with the property owner or the contractor that cut the trees, to which Mr. Barton replied he did not make any agreement and that this is what the property owner was proposing. Attorney Emerick pointed out that it is really the contractor that is at fault. Mr. Barton explained that there are four adjoiningers to the property; and the contractor trespassed on two of the four adjoiningers. The contractor went over all of the property lines and just took out the trees; and he pulled the property corner pin on one area as well. Attorney Emerick commented that if it was intentional, the property damages go to triple. He pointed out that it really is not a lot of money; however, if we find out who the contractor was, that would be our first step. If the contractor wants to bring in the property owners in a suit, he would be able to do that. Mr. Barton stated that it has been about one year since this occurred. Mr. Kinley questioned what Attorney Emerick's recommendation was, to which Attorney Emerick replied that we definitely need to find out the contractors name. Attorney Emerick will then send a notice to the contractor.

Mr. Barton informed the Board that he received a call from Mr. Salyards. Mr. Barton noted that he has complete titles for the Helsel properties; and he just finished researching all of the Authority's titles as well. Mr. Barton also has the titles for the Herman property because of questions that were raised in the past on property line issues. For the next meeting, Mr. Barton will pull everything together to see what we have. As it relates to the current situation, Mr. Barton explained he started work for Helsel in 1985. He went to cut timber on a piece of property that

Helsel owned where the old sawmill was; and he came to an Authority meeting and was told that it was a common use road and to just use it. At the time, Herman's used the road, the Authority used the road, and Helsel's used the road. Mr. Barton does not think there is anything on record that the road was a right-of-way in commonality. The road has been used for timber sales and for getting timber out after a sale. Helsel's and Herman's used the road as well because that was the only access prior to the windmill project. Mr. Barton pointed out that he does know that past the Chappell residence to the Helsel property line, it is recorded as a public road. There was a resident that bought property and put a gate on it; and there was actually a law suit filed against him by one of the other land owners because there was a deed that recorded it as a public road. This is probably close to one mile; and then the road goes onto Helsel's first, then the Authority's property and then it stays on the Authority property clear back to the Long track (two miles) from where the public road ends. Mr. Barton explained this road has been used in commonality over time; and whether it can be assigned to quad riders, he does not know.

Attorney Emerick questioned what the issue was. Mr. Cadwallader explained that it was a Saturday morning and Blue Knob was scheduled to have a quad run. He received a call from the Game Commission that there were riders using the windmill road for the run. Mr. Cadwallader also received a call from Blue Knob because the Game Commission had approached them; so he contacted the Board members at that time who agreed that there was to be no use by the quads in this area. Blue Knob changed their run, but they were upset because it was used before and there should be no concerns if it is used again. Attorney Emerick questioned if this is a right-of-way over Authority property, to which Mr. Barton replied affirmatively. Attorney Emerick questioned who is using the right-of-way, to which Mr. Barton replied that historically it provides access to three different properties (Herman, Helsel and the Authority). Mr. Barton explained that prior to the windfarm being built in 2005, it was our only access and the access was shared. Attorney Emerick questioned if this is their only access to the property, to which Mr. Barton replied that they have alternate access now since the windfarm was built. Attorney Emerick questioned if we want to preclude anyone else from using the easement, to which Mr. Kinley replied that it is not a matter of precluding the property owners from using it but it is the matter of allowing the ATV access to the property.

Attorney Emerick explained that there are two different types of easements. There is an easement of prescription where if it is used for a certain period of time and over that time they continue to use it for access to their property, an easement can be gained (not a public use easement but specific to the property owners). The second type of easement is an easement by necessity, which is an easement granted because the road is the only access to the property. Attorney Emerick commented that this situation seems like more of a prescriptive easement. Mr. Barton explained that if the windfarm goes away, all of the landowners signed a common use agreement for the right-of-way for the windfarm road and everyone's rights end at the end of their property line (there are five property owners involved). Attorney Emerick questioned if all of the properties can be accessed by the windfarm road that everyone signed off on or if there is still someone that needs to use the easement across the Authority property to get to their property, to which Mr. Barton replied that they can but historically the argument has been that the other road could be used.

Mr. Barton noted that Mr. Salyards commented relative to a lawsuit against the Authority; however, Mr. Barton feels that the Authority may want was to consider an alternative to a lawsuit. If they are going to bring a number of quad runners into the area which we cannot stop, why not inform them that within seven days after a run they fix up the road 100% or the use of the road is terminated forever. Based on what Mr. Barton knows about the titles, they do have legal use of the road. Attorney Emerick pointed out that he believes that we can preclude the outside public from using it, but specific to the property owners that need access is the question. Mr. Mark Castel questioned if the use would affect the water table, to which Mr. Barton replied that the area they used did not but

what they intended to use could have. Mr. Barton noted that we did allow them to use one-half mile of the road on the Authority property to go from the old sawmill to the windfarm road and there was damage done to the area so we need to ensure that repairs are made. Mr. Barton stated that we have to decide if we allow them on this short piece of Authority property and have them repair it after a run or just shut it down at the property line and have them gain access via another route (which would be difficult). Mr. Morgan commented that he thought we had agreed that there was to be no quad activity on the Authority property and they were on the property for one-half of a mile. Mr. Cadwallader indicated that he was told that they would not be on the Authority property. Mr. Barton noted that they changed their route to allow them access to the main windfarm road.

Attorney Emerick pointed out that damage to the property is one issue; however, the other issue is about the liability. If the Authority allows them in this area, the Authority does have a concern with its liability carrier. Mr. Barton noted that the area is posted, to which Attorney Emerick replied that, if the area is posted and the Authority does not give permission for use, then it would be considered trespassing. Mr. Mark Castel questioned if there are any pictures available of the damage, to which Mr. Barton replied that there was not a lot of damage because it was dry but it does have to be fixed. Mr. Mark Castel commented that if we allow this usage, everyone else is going to question why they cannot use it. Mr. Morgan indicated that it really was trespassing since the area is posted. Mr. Barton noted that, at the time, the Game Warden stated that he would let them through but that once they were at the windfarm road, they had to stay on that road, which cut off a huge section of the run. He noted that he does not think that the Board understood at the time that to get from the old sawmill to the windfarm road, they had to enter the Authority property.

Mr. Mark Castel questioned if there is some type of agreement that could be developed that states that Helsel and Herman can use the road, to which Mr. Barton replied that he believes there could be. Mr. Barton stated that it should be similar to the agreement for the use of the windfarm road where if you use the road, you have to repair any damages to the road after usage. Attorney Emerick questioned how much improvement we want to do to the road, to which Mr. Barton replied that it would take only an hour to make the improvements. Attorney Emerick questioned how much yearly maintenance it would require if we have a common use maintenance agreement, to which Mr. Barton replied that it would take only two to three hours of work every two to three years. Mr. Yetsko questioned if there would be concerns if we open the area up, to which Mr. Cadwallader replied that it would not be for ATV use but it would be for the landowners. Mr. Kinley indicated that he would think that we write up the agreement that the use of the area would only be for use by the landowners and that there would be no public access. Mr. Cadwallader questioned if we need to include in the agreement that the property owners do not have the right to provide public access, to which Attorney Emerick replied that there would be provisions in the agreement that it would be for the property owners use only.

ON MOTION OF MR. MARK CASTEL, SECONDED BY MR. MORGAN, THE BOARD UNANIMOUSLY AUTHORIZED ATTORNEY EMERICK TO DEVELOP THE AGREEMENT AS DESCRIBED ABOVE. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

As it relates to the property, Mr. Craig Castel questioned if it is posted, to which Mr. Barton replied that it is posted for no motorized vehicle usage. Mr. Morgan commented that it may not be posted for no hunting or fishing, to which Attorney Emerick stated that the area should be posted as no trespassing. Mr. Barton stated that he thought that it was that the Game Commission would police the area on behalf of the Authority and that they would allow hunting and fishing. He noted that he thought the intent was that the Authority did not want any motorized vehicles on the property. Attorney Emerick indicated that he would recommend that it be questioned with the insurance

company on the use of the property relative to liability related to hunting and fishing on the property; and he will check into this.

XI. UNFINISHED BUSINESS

- Treasurer Bond

Tabled earlier in the meeting.

- Food Pantry/Historical Society Letters – Non-Profits

Tabled earlier in the meeting.

XII. NEW BUSINESS

- Insurance Renewal

Mr. Cadwallader noted that, with the renewal, there is an automatic increase of 2% on all the properties. Mrs. Ringer explained that the renewal of \$16,886, which is \$2,145 less than last year. There is a \$2,500 one-time charge for tail coverage in the event anything would carry over from the former insurance company. The property insurance has an automatic increase of 2%. Mrs. Ringer indicated that the Board reviewed at the last meeting the workers compensation quote and wanted to wait to see if there was any change in the liability and auto coverage. Mr. Morgan questioned if there was an increase in the worker's compensation coverage, to which Mrs. Ringer replied that it did increase by \$900. Mrs. Ringer commented that everything renews September 1. The auto and liability decreased by \$2,145 annually; however, the workers compensation increased by \$900. Mr. Morgan indicated that, in the future, we should obtain three quotes for comparison.

ON MOTION OF MR. MORGAN, SECONDED BY MR. CRAIG CASTEL, THE BOARD UNANIMOUSLY AGREED TO APPROVE ALL INSURANCE RENEWALS; HOWEVER, IN THE FUTURE, THREE QUOTES SHOULD BE RECEIVED PRIOR TO BEING PRESENTING TO THE BOARD FOR APPROVAL. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

- CD Renewal

ON MOTION OF MR. MARK CASTEL, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY APPROVED THE RENEWAL OF THE CD TO MATURE ON AUGUST 9, 2020; HOWEVER, IN FOLLOWING YEARS, RENEWAL RATES SHOULD BE OBTAINED FOR COMPARISON. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

XIII. GOOD OF THE ORDER

- Scrap Money

ON MOTION OF MR. MORGAN, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY APPROVED THE DEPOSIT OF THE SCRAP MONIES IN THE AMOUNT OF \$50 INTO THE GENERAL FUNDS AND THAT THE FUNDS BE

DISTRIBUTED FOR MEALS AS EMPLOYEE RECOGNITION FOR THEIR EFFORTS ON THE MAIN STREET PROJECT. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

- Community Recognition

Mr. Cadwallader informed the Board that, throughout the Main Street project, we have received many donations of food, water, etc. for the staff. He indicated that he would like to send thank you letters to the community members. Following discussion, the Board requested that Mr. Cadwallader keep track of these donations and that an overall appreciation ad be placed in the newspaper recognizing the public donations.

XIV. EXECUTIVE SESSION

ON MOTION OF MR. MORGAN, SECONDED BY MR. YETSKO, THE BOARD UNANIMOUSLY AGREED TO GO INTO EXECUTIVE SESSION AT 8:03 P.M. TO DISCUSS PERSONNEL MATTERS. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

XV. RECONVENE OF REGULAR SESSION

ON MOTION OF MR. MARK CASTEL, SECONDED BY MR. MORGAN, THE BOARD UNANIMOUSLY AGREED TO RECONVENE INTO REGULAR SESSION AT 8:34 P.M. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

XVI. ADJOURNMENT

THERE BEING NO FURTHER BUSINESS, ON MOTION OF MR. MARK CASTEL, SECONDED BY MR. MORGAN, THE BOARD ADJOURNED THE MEETING AT 8:35 P.M. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. CRAIG CASTEL, MR. MARK CASTEL, MR. KINLEY, MR. MORGAN AND MR. YETSKO.

XVII. NEXT MEETING

The next meeting will be held on Thursday, September 3, 2020 at 7:00 p.m.

Respectfully submitted,

Sharon Squillario
Recording Secretary