

A meeting of the Board of Directors of the Municipal Authority of the Borough of Portage was held on Thursday, January 7, 2021, at 6:00 p.m., in the Conference Room at 606 Cambria Street.

Those in attendance were:

Edward Alexander  
Craig Castel  
John Morgan  
Matthew McCoy  
Christopher McCall

Also present were: Attorney Michael Emerick, Solicitor; Joe Beyer, The EADS Group; Tony Thompson; Chuck Gouse; Ron Portash, Mainline Newspapers; Brent Kinley; Sharon Squillario, Recording Secretary.

## **I. CALL TO ORDER**

Attorney Emerick called the meeting to order at 6:00 p.m., which was followed by the Pledge of Allegiance and Roll Call.

## **II. REORGANIZATION**

Attorney Emerick requested that, due to the lack of a Chairman at the current time due to the resignation of Mr. Kinley, a motion should be made to go out of order of the agenda for the election of Officers.

ON MOTION OF MR. MORGAN, SECONDED BY MR. CASTEL, THE BOARD UNANIMOUSLY AGREED TO GO OUT OF ORDER OF THE AGENDA FOR THE ELECTION OF OFFICERS. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

- **Election of Officers**

Attorney Emerick reminded the Board that the Chairman position is a one-year position, which takes place at the annual meeting each year in January. Mr. Morgan nominated Mr. Alexander as Chairman, to which Mr. Alexander accepted.

THERE BEING NO FURTHER NOMINATIONS, ON MOTION OF MR. MORGAN, SECONDED BY MR. CASTEL, THE BOARD UNANIMOUSLY AGREED TO THE APPOINTMENT OF MR. ALEXANDER AS CHAIRMAN FOR 2021. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

Mr. Castel nominated Mr. Morgan as Vice-Chairman, to which Mr. Morgan accepted.

THERE BEING NO FURTHER NOMINATIONS, ON MOTION OF MR. CASTEL, SECONDED BY MR. ALEXANDER, THE BOARD UNANIMOUSLY AGREED TO THE APPOINTMENT OF MR. MORGAN AS VICE-CHAIRMAN FOR 2021. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

As to the appointment of the Secretary, Attorney Emerick noted that, according to the Authority's Bylaws, this position can be a member of the Board but it does not have to be. Mr. Morgan nominated Mr. Castel as the Secretary, to which Mr. Castel accepted.

THERE BEING NO FURTHER NOMINATIONS, ON MOTION OF MR. MORGAN, SECONDED BY MR. McCOY, THE BOARD UNANIMOUSLY AGREED TO THE APPOINTMENT OF MR. CASTEL AS SECRETARY FOR 2021. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

Attorney Emerick commented that the Board, according to the Bylaws, has the option to appoint an Assistant Secretary, which can be a Board member, but does not have to be. Mr. Morgan nominated Mr. McCall as the Assistant Secretary, to which Mr. McCall agreed.

THERE BEING NO FURTHER NOMINATIONS, ON MOTION OF MR. MORGAN, SECONDED BY MR. McCOY, THE BOARD UNANIMOUSLY AGREED TO THE APPOINTMENT OF MR. McCALL AS ASSISTANT SECRETARY FOR 2021. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

As it relates to the position of Treasurer, Attorney Emerick reminded the Board that the individual who is appointed as Treasurer must be a Board member and must be bonded. If nominated, the individual will need to go through a bonding process, which would require the individual to answer questions relative to their financial situation and questions the individual might think personal. Attorney Emerick commented that the Treasurer must be bonded to hold this office; and you cannot obtain insurance for any type of position that has to be bonded such as the Treasurer position. If you are not bonded, you would be uninsured; so the individual who is elected Treasurer would have to be bonded.

Mr. Morgan nominated Mr. McCoy, to which Mr. McCoy declined. Mr. Morgan stated that one of the Board members has to accept the office of Treasurer. He commented that he realizes that that no one wants to give out the information requested for the bonding. Attorney Emerick pointed out that the information provided is not public information. Mr. McCoy stated that with his other business relations, he would not want it to conflict with the bonding and credit checks. Attorney Emerick explained that Mr. McCoy could be placed into the Treasurer position; and then he could contact the insurance agent to speak to them about this and could make a final decision after determining if it would be a conflict or not. If Mr. McCoy would want to deny the position after speaking with the insurance company, he could do that. Mr. McCoy agreed to talk with the insurance company relative to any conflicts.

Mr. McCoy questioned the amount of the bond, to which Attorney Emerick replied that the amount of the bond is \$250,000. The original amount of the bond was \$8,000, which was too low. Mr. Morgan reminded Mr. McCoy that you have to have two individuals on the Board to sign checks as well. Attorney Emerick noted that the other item that the Board could look at is, if the process is less stringent for a lesser bond amount, the Board could be asked to lessen the \$250,000 amount. Attorney Emerick explained that, once the individual who is elected Treasurer provides their information for the bond, they do not have to do it again; and the bond would be renewed each year based on the same information. Attorney Emerick stated that he would put Mr. McCoy in touch with the insurance agent.

THERE BEING NO FURTHER NOMINATIONS, ON MOTION OF MR. MORGAN, SECONDED BY MR. ALEXANDER, THE BOARD UNANIMOUSLY AGREED TO THE APPOINTMENT OF MR. McCOY AS TREASURER FOR 2021, CONTINGENT UPON MR. McCOY'S DISCUSSION WITH THE INSURANCE AGENT, AT WHICH TIME HE WOULD HAVE THE OPTION TO RESIGN FROM THE TREASURER POSITION. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

Attorney Emerick stated that the matter of Treasurer will be further discussed by the Board at the next meeting, based on Mr. McCoy's discussion with the insurance company.

### **III. RECOGNITION OF VISITORS**

Mr. Alexander recognized Mr. Portash, Mr. Gouse and Mr. Kinley.

Mr. Gouse informed the Board that he was present to discuss with the Board a conflict he had read in the November Board meeting minutes. He commented that he was not sure if the minutes were on the agenda since they were not approved at the last meeting. Mr. Gouse stated that he was questioning the following from the November minutes:

"Mr. Morgan noted that Mr. Gouse was hired in September 2018 and in January 2019 he received two weeks of vacation time. He used one day, so he had 36 hours to carry over. Mrs. Ringler then gave him an additional two weeks in January 2020."

Mr. Gouse explained that he was hired in September of 2018. He stated that the minutes state that, in January of 2019, he received two weeks of vacation time, which is false. Mr. Gouse commented that he received one week of vacation time in September 2019. He commented that the minutes stated that he used one day of vacation time with 36 hours to carry over, which is not correct either. Mr. Morgan questioned if Mr. Thompson and Mr. Cadwallader talked to Mr. Gouse regarding this matter. Mr. Gouse stated that he has his pay stubs to show what he is explaining. He noted that September 2019 would be his anniversary date, which is the time he received one week of vacation time. Mr. Gouse used two days of vacation time on December 10 and December 26, 2019. In January 2020, he should have received an additional week of vacation time, which he did not. He stated that, at the beginning of January, he had 24 hours of vacation time available; and he did not receive any additional vacation time. Mr. Gouse noted that he used one day at the end of January, which took him to 16 hours; and he did not use any time until July 2020 for a family vacation (40 hours), which took him to a negative 24 hours, which should not have been since he should have received one week of vacation time in September 2019 and in January 2020. In September 2020, Mr. Gouse pointed out, he received two weeks of vacation time for the week of vacation time he should have received in January 2020 and the week he should have received on his anniversary date. Therefore, Mr. Gouse pointed out, the negative 24 hours plus the 80 hours, would be 56 hours which he rolled over into 2021. He noted that the minutes stated that he received an additional two weeks, but he did not, as he did not receive a week in January and had to wait until his anniversary date in September.

Mr. Morgan stated that he spoke with Messrs. Cadwallader and Thompson relative to this and had asked Messrs. Cadwallader and Thompson to meet with Mr. Gouse relative to this matter. He asked if anyone met with Mr. Gouse, to which Mr. Gouse replied and they did not, and Mr. Morgan noted that this is unacceptable. Mr. Morgan stated that, if he is wrong on the

information he received, he will apologize. He commented that, in the information that he was provided, it states that, in 2020, Mr. Gouse had 112 hours of vacation time available, to which Mr. Gouse replied that he has 56 hours available. Mr. Morgan stated that, coming from 2019, Mr. Gouse used 56 hours and has 56 hours remaining. Mr. Gouse pointed out that he should have had 120 hours as of September 2020, to which Mr. Morgan replied that this could not be possible according to the Authority's policy. Mr. Castel noted that the employees were probably not receiving vacation time on their anniversary dates and were receiving their vacation hours at the beginning of the year, to which Mr. Gouse replied that this is not true. Mr. McCall questioned if the vacation time is done on an accrual basis or by pay, to which it was noted that it is done on the anniversary date. Mr. Gouse explained that on the first year anniversary of service, one week is granted. Since he was hired in September 2018, he received one week in September 2019; and in the January of the following year, everyone receives one week of vacation time. Mr. Castel pointed out that the policy reads that the time is granted on the anniversary date. Mr. Gouse stated that, according to other employees, on his two-year anniversary, he would not have received an additional week until September. Mr. Morgan commented that he does not understand how Mr. Gouse's vacation time could add up to 112 hours, to which Mr. Gouse replied that at the end of 2020, he would have had 120 total. Mr. Morgan stated that in September 2019, Mr. Gouse would have received 40 hours; and in September 2020, Mr. Gouse received an additional 40 hours, which is his second year anniversary; and in January 2021 he will receive 80 hours, which is years three through nine because after 10 years you receive three weeks. Mr. Gouse commented that, because of his hire date of September, Mr. Morgan is not seeing the following year as a new year. He received one week in September; and in January it started a new year and he received another week for that year. Mr. Morgan noted that Mr. Gouse received another week in September, to which Mr. Gouse replied that it was his anniversary. Mr. Morgan noted that this is not how it works. Mr. Gouse explained that in September 2020, he would have been employed two years and should have received two weeks of vacation time. Mr. Alexander noted that he does not understand where the January date comes in, to which Mr. Gouse replied that all of the employees receive one week of vacation time in January. Mr. Castel noted that the policy states the anniversary date but everyone was being granted vacation time at the beginning of the year. Mr. Morgan pointed out that for the first two years for an employee, they should be given the time on their anniversary date, to which Mr. Gouse pointed out that this would be labeling out the employees that are only here two years.

Mr. McCall questioned if the payroll is done in-house, to which Mr. Morgan replied affirmatively. Mr. McCall questioned if the program is QuickBooks, to which Mr. Thompson replied affirmatively. Mr. McCall noted that, if the program was set up to automatically grant the vacation time at the beginning of the calendar year versus a hire date basis, this is where the concern is. Mr. Gouse pointed out that his time was not given until the anniversary date. Mr. Alexander questioned the time given, to which Mr. Gouse replied that he was given 80 hours on his second anniversary. Mr. Alexander questioned what was given in the current year, to which Mr. Gouse replied that he was given another two weeks. Mr. Morgan pointed out that Mr. Gouse should not have received 80 hours in 2020. He should not have received 40 hours in January and 40 hours on his anniversary date because the policy is written on years of service. Mr. Gouse stated that in January he already had a year of service. Mr. McCall commented that there should not have been any vacation time given in January as it is done on years of service; it should have been done on the anniversary date. Mr. Morgan explained that the Authority has employees that have been here for 20-30 years; and when he was with the Authority for 23 years, he did receive his fourth week of vacation time in January, and she did it for everyone. However, the new employees had to go their first two years. After their third year of service, they would receive 80 hours. Mr. Morgan pointed out that Mr. Gouse should not have received 80 hours in January and September, to which Mr. Gouse pointed out that he did not. Mr. Gouse

explained that he received 40 hours in September 2019 and 80 hours in September 2020. Mr. Gouse pointed out that, according to how it is for all employees, he should have received 40 hours in September 2019, 40 hours in January 2020, and 40 hours in September 2020. Mr. McCall pointed out that that the concern is that this does not line up with how the policy is written and this is an issue. He noted that vacation time is being in granted for some in January, which should not be done.

Attorney Emerick questioned Mr. Gouse as to what specifically in the minutes he was objecting to that is inaccurate, not what was said but what was inaccurate, to which Mr. Gouse replied that the minutes read that he received two weeks of vacation time. Attorney Emerick noted that the minutes reflect what was actually stated and Mr. Gouse's comment that he disagreed with this was in the minutes as well. Mr. Gouse noted that he just wanted the minutes to reflect that it was incorrectly stated. Mr. Gouse pointed out that it is a new Board and he wanted them to be aware of the fact that the minutes read that he worked three months and received 40 hours of vacation time, which is not correct. Attorney Emerick stated that this is something that can be reflected in the minutes from tonight's meeting. He noted that the minutes are not a fact-finding issue and if Mr. Gouse disagrees that is fine; however, Mr. Gouse's statements will be reflected in the minutes, to which Mr. Gouse agreed. Mr. Morgan commented that the Board is just following the policy and the vacation time will be granted on everyone's anniversary date so if someone has 20 years they would receive four weeks. Mr. Gouse questioned if the employee receives four weeks when they hit their 20<sup>th</sup> year, to which Mr. Morgan replied that the employee would have three weeks of vacation time going into his fourth year; and then on the anniversary date, the employee would receive the fourth week. Mr. Gouse questioned, if an employee, in September 2021 is his 20<sup>th</sup> year, he would receive three weeks in January 2021 and his fourth week in September 2021, to which the Board agreed. Mr. Gouse questioned how this was any different then him receiving a week in January of his second year and his second week on his anniversary date. Mr. Morgan stated that he was going off of the information he received of 112 hours.

Attorney Emerick questioned Mr. Gouse if there was any issue relative to his vacation time, to which Mr. Gouse replied that there was not. However, Mr. Gouse stated that, he would like to know whether his granted vacation time would be received in January or on his anniversary date, to which Mr. Alexander replied that this would be clarified in the policy. Mr. Morgan commented that it should be clarified now; and he would make a motion that everything dealing with vacation time should be according to the current policy. The Board noted that the confusion is the maximum number of days that employees can roll over to the following year, to which Mr. Gouse noted that the confusion is with his start date being late in the year. Mr. McCall questioned if Mr. Gouse's vacation time is correct, to which Mr. Gouse replied that he is not sure since he questions whether he should have received the additional time in January, to which the Board agreed it was not. Mr. Morgan explained that Mr. Gouse received 40 hours in 2019, which is one year of service, and in January 2020 received another 40 hours. Mr. Gouse pointed out that he received 80 hours in September and no hours in January. Mr. Morgan explained to the Board that, as an employee in the past, after the second year, going into the third year, you received vacation time in January. Then, on the employee's anniversary date, you would receive another week. Mr. Morgan noted that Mr. Gouse received his second week in September 2020. Mr. Alexander questioned if Mr. Gouse has all of his vacation time now, to which Mr. Gouse replied affirmatively; however, he wanted to clarify if this was correct before he uses the time. Mr. Morgan noted that, as it currently stands, the time is correct. Attorney Emerick asked that Mr. Gouse meet with Mr. Cadwallader and Ms. Flowers to ensure the time is correct.

Mr. Alexander recognized Mr. Kinley. Mr. Kinley stated that he like to personally welcome the new members of the Board and thank them for their willingness to help the Authority and the townspeople. He strongly encouraged them, with the problems last year, to realize the importance of their duties. Mr. Kinley asked that the new Board members realize that they can ask questions or respectfully disagree. He noted that the Board has someone that was employed for many years now working for the Authority. He asked that the new Board members listen intently and strive to find the real facts when supposed problems arise. Mr. Kinley pointed out that it is his opinion that a certain Board member is out for their own personal agenda and will do whatever it takes to accomplish their goal. He asked that the new Board members not allow anyone to accuse them of falsehoods in attempt to sway their vote or encourage them to leave the Board. They are here to help the townspeople; and taking steps back from last year, there is a lot of ground to make up. Mr. Kinley asked that this be a better year than last year and a great 2021.

Secondly, Mr. Kinley, stated, he was informed by Attorney Emerick that he needed to submit a letter regarding an employee incident for appropriate handling. He noted that, after the November 2020 meeting, he was harassed by a former Board member by the name of John Morgan. Mr. Kinley had attempted to discuss and alleviate a problem multiple times during a Board meeting. Afterwards, in front of the building on the sidewalk, he made one last attempt and was met not only with retaliation but was screamed at and called obscenities for the public to hear. Mr. Kinley pointed out that this is not behavior that should be accepted by a Board member. He would normally view this as two men in a heated moment, but Mr. Morgan reverts to this behavior often. Mr. Kinley commented that this technique of bullying others by Mr. Morgan needs to be addressed and acknowledged as it is frequently used as a defense. As his counsel stated, "...Mr. Morgan should not be able to act without impunity." Mr. Kinley noted that he uses the term "frequently" because he is aware of, at a minimum, two other incidents where this behavior occurred. He noted that one item in Mr. Morgan's file was an incident with former Board member, Mr. Chappell. The event ended with Mr. Chappell's resignation and Mr. Morgan being sent to anger management classes. The second event took place between former Solicitor Barbin and Mr. Morgan; and during that meeting, attendees started to stand as if to intervene between their heated shouting match.

Mr. Kinley pointed out that he is acknowledging these incidents because they show a pattern of outlandish behavior that is exhibited by Mr. Morgan and needs to be recorded as a disciplinary issue. This should also serve as a basis for further evaluation or punishment as needed. Mr. Kinley stated that there is no way someone should be allowed to act without impunity and, furthermore, to disrespect other board members. At this time, Mr. Kinley stated, he would ask that the Board take appropriate action by placing his letter in the file at the Authority office.

Mr. Alexander questioned if any Board members had any comments. Mr. Morgan stated that he was an employee for the Authority and some things occurred; and at one time he had got into a heated conversation with the past President of the Board, who is now deceased, that should not have been brought up. Mr. Morgan stated that he was reprimanded for the incident as an employee and he did have to go to anger management classes. As it relates to the incident with Attorney Barbin, Mr. Morgan stated, this should be discussed in Executive Session at the end of the meeting. Mr. Kinley stated that Executive Sessions happen a lot as well, to which Mr. Morgan indicated that he cannot say what he wants since it is a public meeting. Attorney Emerick commented that it is not an employee issue. Mr. Morgan stated that Mr. Kinley stated that he contacted Attorney Barbin and asked what he knew; and Attorney Barbin replied that he knew things. Mr. Morgan pointed out that he could fill everyone in on his actions. He pointed out that, following the November meeting, he did not scream outside; however, his voice may have gone up a little bit. Mr. Morgan stated that he has not had any issues with any Board

member in the past year, with the exception of Mr. Kinley. He pointed out that Mr. Kinley was actually a good Board member, but the problem is that he feels, in his opinion, that we have a "buddy system." Mr. Morgan indicated that he would ask any Board members to stay after the meeting tonight, not in an Executive Session, but just a get together because there is a lot of unfinished business from 2020.

Mr. McCoy questioned who regulates if the Authority has a corrupt Board member and if there is a governing body over the Authority, to which it was stated that it was Borough Council. Attorney Emerick clarified that the Borough Council does not control anything for the Authority Board except the appointment of members. Mr. McCoy questioned who controls the removal of members, to which Attorney Emerick replied that there is only certain criteria that has to be met for removal of members; i.e., criminal behavior, missing meetings, etc. Mr. McCoy questioned if that is in the personnel regulations, to which Attorney Emerick replied that it is not as the Board members are not personnel.

Mr. Alexander questioned Mr. Kinley if he had anything further, to which Mr. Kinley replied that there is a picture being painted that there was no screaming outside the building following the November meeting. He referenced the words stated by Mr. Morgan; and Mr. Kinley pointed out that Mr. Castel was present at the time. Mr. Kinley emphasized that he left this Board, even though he wanted to help the townspeople so much, because he cannot take the way Mr. Morgan bullies people; and this is not the way a Board member should act.

Mr. Alexander stated to Mr. Kinley that, as the new Chairman, we have several new Board members; and they are getting to learn the process. He stated to Mr. Kinley that he assures him that the Board will work together; and he will do everything in his power as Chairman to ensure everything goes smoothly. Mr. Alexander noted that what occurred in the past, he cannot fix and cannot attest to as he was not present. Mr. Kinley commented that this is why he is asking that the letter he provided be placed in the file. He noted that there is a history; and if something does not get placed in the file, then it is worth nothing because then when something happens down the road and it is asked about the incident with Mr. Kinley, the information will be in the file. Mr. Kinley noted that he is only asking the Board to recognize that this happened, because it did. Mr. Kinley questioned Mr. Castel if the incident occurred, and Mr. Morgan replied that he himself will acknowledge that the incident occurred. Mr. Morgan pointed out that the meeting was adjourned at the time that this took place. Attorney Emerick commented that, for clarification, when Mr. Kinley states that it be placed in the file, the Board members do not have personnel files but it can be made part of the meeting minutes. Mr. Kinley stated that he understands that, when something happens with an employee, there is a file, to which Mr. Morgan replied that he is not an employee. Attorney Emerick clarified that Board members are not employees; however, Mr. Kinley's comments can be made part of the minutes. Attorney Emerick asked that Mr. Kinley submit his letter to the Secretary; and the Board can vote at the next meeting when approving the minutes as part of the record.

Mr. Kinley also submitted information on items that were not taken care of last year that need to be addressed. He commented that most of the items were things that were started but were never done because the Board had other trails to follow.

#### **IV. CORRESPONDENCE**

Mr. Alexander noted that the following correspondence was received:

- Letter from Sharon Squillario requesting reappointment as Recording Secretary for 2021. Attorney Emerick noted that this would be addressed under the retainment of positions.
- Thank you card received from Mary Louise Elchin for the Christmas bonus received.

## **V. APPROVAL OF MINUTES**

Attorney Emerick commented that action needs taken on both the November and December minutes.

It was questioned whether the minutes of the November meeting should stand relative to Mr. Gouse's comments at this meeting, to which Attorney Emerick replied that Mr. Gouse made his comments based on what was stated in the minutes.

ON MOTION OF MR. McCALL, SECONDED BY MR. MORGAN, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE NOVEMBER 2020 MINUTES BEING THAT THEY WERE DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE MINUTES AS PRESENTED. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

As it relates to the December minutes, Mr. Morgan noted that there were some things that were missing from the minutes. He stated that the December meeting was held via a conference call; and there are a few items that need included in the minutes. One item is the discussion at the end of the meeting relative to a former Board member who is deceased, which is included under the Good of the Order. Mr. Morgan noted that he would like Mrs. Squillario to listen to the tape again because he had asked Mr. Kinley if he mentioned the name of the former Board member. He noted that all of the Board members were on the call when the event took place and he is not sure who heard it. Mr. Morgan noted that he also stated at the end of the conversation that "there you go again, speaking without knowing all of the facts" because that is what Mr. Kinley did again. Mr. Morgan noted that, when you take half-truths and speak them, the other side of the story will come up eventually. Mrs. Squillario explained that she was not present for the meeting; and when she listened to the tape of the meeting, because it was a conference call, a lot of the tape was quite garbled. Attorney Emerick questioned if Mr. Morgan is requesting that a review of the tape of the December meeting take place so that more of a verbatim accounting of the incident be included in the minutes, to which Mr. Morgan agreed. Attorney Emerick noted that, if it is inaudible, then it is inaudible.

ON MOTION OF MR. MORGAN, SECONDED BY MR. McCOY, THE BOARD UNANIMOUSLY AGREED THAT THE TAPE OF THE DECEMBER MEETING BE REVIEWED BY THE RECORDING SECRETARY AND MORE OF A VERBATIM ACCOUNTING BE INCLUDED IN THE MINUTES IF POSSIBLE. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

Mr. Morgan acknowledged that he realizes that the tape from the last meeting was not working correctly. He noted that there was also a portion of the December minutes where the purchase of two turbidity meters was being requested. Mr. Morgan noted that he and Mr. Castel had discussed at the time that the price of the purchase was \$2,985; however, on the budget sheet it stated that the cost was \$8,800. Mr. Morgan had questioned at the time why two turbidity meters that were less than \$3,000 were budgeted at \$8,800. This matter was tabled until this meeting; and it is now known that the \$2,800 was budgeted for installation. Mr. Morgan

explained that the staff in the past had installed the turbidity meters themselves. Attorney Emerick questioned what amendment should be made to the minutes, to which Mr. Morgan replied that it should be that he and Mr. Castel questioned on the budget sheet the total cost of two turbidity meters.

ON MOTION OF MR. MORGAN, SECONDED BY MR. CASTEL, THE BOARD UNANIMOUSLY AGREED THAT AN AMENDMENT TO THE DECEMBER MINUTES BE MADE TO NOTE THAT MESSRS. MORGAN AND CASTEL QUESTIONED THE TOTAL COST OF TWO TURBIDITY METERS AT \$2,800. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

Attorney Emerick noted that the Board should wait until next month to approve the revised minutes of the December meeting.

**VI. AGENT’S EXPENDITURES**

ON MOTION OF MR. MORGAN, SECONDED BY MR. CASTEL, THE BOARD UNANIMOUSLY APPROVED THE AGENT’S EXPENDITURES FOR THE PERIOD AUGUST 1, 2020 THROUGH DECEMBER 31, 2020 IN THE AMOUNT OF \$177.14. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

**VII. INVOICES**

Cambria Mailing Services, Inc	\$ 75.63
Cambria Systems, Inc	14,650.00
ChemStream Inc.	2,754.00
ChemStream Inc.	1,764.52
Cintal	99.12
CMPA	1,000.00
Craig Castel	45.00
EAD’s Group	65.00
Fairway Laboratories, Inc.	39.00
Fairway Laboratories Inc.	155.50
Fisher Scientific	1,428.35
Hach	814.67
John C. Morgan, Jr	45.00
Link Computer Corporation	437.50
Mary L. Elchin	260.00
New Enterprise Stone & Lime	350.38
Penelec	154.26
Penelec	19.69
Penelec	19.59
Peoples Natural Gas Company	314.34
PMAA	1,380.13
Portage Auto Parts	241.61
Portage Post Office	165.00

Portage Service Center	450.50
Pro Disposal	161.00
Ray Oil & Gas Co	2,209.39
REA Energy Cooperative Inc	1,237.04
Ronald J. Cadwallader, Jr.	20.00
Sharon Squillario	50.00
Sheetz Fleet Service	52.00
Smithmyer's Electronics Inc.	175.96
Stager's Store	196.90
Univar USA, Inc.	201.00
UPMC Health Plan	12,398.57
Verizon Wireless	93.13
Visa – 1 <sup>st</sup> Summit	<u>2,151.21</u>
	\$45,279.61

Paid Bills

1 <sup>st</sup> Summit – Safe Box	\$ 32.75
Link Computer Corporation	27.50
Penelec	861.11
Petty Cash	177.14
UPMC Health Plan – Vision/Dental	269.90
Verizon	<u>483.35</u>
	\$1,851.75

ON MOTION OF MR. CASTEL, SECONDED BY MR. McCALL, THE BOARD UNANIMOUSLY AGREED TO ACCEPT AND PAY INVOICES IN THE AMOUNT OF \$73,695.27 (REGULAR BILLS, \$45,279.61; PAID BILLS, \$1,851.75; PennVEST, \$3,896.36 AND \$5,508.55; USDA, \$16,051.00; 1<sup>ST</sup> SUMMIT, \$1,108.00). BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

**VIII. TREASURER'S REPORT**

ON MOTION OF MR. MORGAN, SECONDED BY MR. CASTEL, THE BOARD UNANIMOUSLY AGREED TO DISPENSE WITH THE READING OF THE DECEMBER 2020 TREASURER'S REPORT AS IT WAS PREVIOUSLY DISTRIBUTED IN WRITTEN FORM AND UNANIMOUSLY ACCEPTED THE REPORT WITH A BALANCE OF: BEGINNING CASH, \$1,585,330.21; CASH IN, \$225,830.40; CASH OUT, (\$195,154.90); ADJUSTMENT (INTEREST/CHECKING), \$24.91; ADJUSTMENT (MONEY MARKET/INTEREST), \$150.28; ADJUSTMENT TO ACTUAL, \$455.50; ENDING CASH, \$1,616,636.40. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

**IX. SUPERINTENDENT'S REPORT**

No report as Mr. Cadwallader was not present at the meeting.

Mr. Alexander commented that information was sent prior to the meeting relative to the quote received from Heritage Environmental for the turbidity monitor in the amount of \$8,817, which does include the installation fee. He questioned if this should be tabled until the next meeting. Mr. Thompson pointed out he is not aware that a new quote without installation has been received. Mr. Morgan commented that he would be willing to take off the installation fee and pay a price of \$5,974. Mr. McCoy questioned why they were including the installation; were we not including installation before, to which Mr. Morgan replied that he does not know why installation was included. Mr. McCoy questioned if there was a liability issue and he questioned what type of meter it was and what it monitors, to which Mr. Morgan replied that the turbidity meters monitor the filters at the treatment plant. Mr. McCoy questioned if we do not install the meters correctly ourselves, whose liability would it be. Mr. Morgan noted that, when this was discussed at the last meeting, Mr. Thompson had stated that, since he had installed them before, he could attempt it this time. Mr. McCoy questioned if these regulate the chlorine, to which Mr. Thompson replied that the meters monitor the turbidity in the water. Attorney Emerick stated that he does not know if there is an installation warranty on the meters, to which Mr. McCoy interjected that there is a third party person. Mr. McCoy pointed out that, on the part of the Fire Company, as it relates to third party liability it is third party out for various reasons. Mr. McCall questioned how large of a job it is for installation, to which Mr. Thompson replied that it would probably be eight hours for one or two employees. Mr. Morgan stated that, last year when meters were purchased, we did pay the installation fee. He explained that there are five turbidity meters in each plant; and we try to split them up when new ones are being purchased so we are not bombarded with a large purchase at one time. Mr. Morgan noted that he was not very happy when the installation fee was paid last year. Mr. McCoy pointed out that he understands we would not want to spend the money; however, he does not think the Authority would want the liability because we do not know what it is protecting. Mr. Morgan stated that Heritage will not take any liability for the water coming out and going through the meter. Mr. McCoy indicated that he was thinking more in line if it is not installed correctly and the sensor fails. Mr. Morgan questioned Mr. Thompson if he sees this as an issue, to which Mr. Thompson replied negatively.

Mr. McCall questioned how often the meters are replaced, to which Mr. Thompson replied that it is probably every five to ten years. Mr. McCoy questioned if Mr. Morgan was against paying the installation because it is too high, to which Mr. Morgan replied affirmatively. However, Mr. Morgan noted, if the Board feels that we should pay the installation, then a motion can be made. Mr. McCall asked for clarification on what a turbidity meter monitors, to which Mr. Thompson replied that the meter monitors the dirt in the water. Mr. Morgan explained that the turbidity has to be under a .10; and this is all regulated by DEP. Mr. McCall questioned, if the meter is not set up correctly and DEP would come in and do a water sample, would the Authority receive a fine if there is too much turbidity in the water, to which Mr. Morgan replied affirmatively. Mr. Gouse questioned if there is a reason Mr. Bilchak does not feel comfortable doing the installation, to which Mr. Morgan replied that he does not know. Mr. Alexander stated that, if we never paid for the installation before, but last year we did, is there a reason for this. Mr. Thompson pointed out that this is a different brand of a turbidity meter than we have had before. Mr. Morgan indicated that he realizes things occur and there may need to be calibration every three months. He has no problem purchasing the meters; however, his suggestion would be to try installing them ourselves; and if the staff runs into trouble, contact Heritage and the Board can then approve the installation.

Mr. Kinley stated that he does know there were new meters brought in. The old meters were easy to install. The new meters have some type of computer interface with them so that you receive a digital printout from the computer; and Mr. Kinley believes someone did not feel comfortable with this and that is why the installation was included. Mr. McCall questioned if Mr. Cadwallader is the direct contact with Heritage, to which Mr. Thompson replied affirmatively. Mr. McCall commented that perhaps we should talk with Mr. Cadwallader regarding this before the next meeting. Mr. Alexander questioned if this is something that has to be completed immediately. Mr. Morgan pointed out that Mr. Thompson talked with the plant employees, who felt this was a ridiculous price for installation. Mr. McCall questioned if the Authority deals a lot with Heritage, to which Mr. Thompson replied that most of the dealings are with chlorine because Heritage is more knowledgeable.

Mr. Morgan commented that he believes Mr. Thompson should meet with the employees at the plant to see if they think they can make a telephone call to Heritage if they run into concerns during installation, or the matter can be discussed at the next meeting. Attorney Emerick questioned if Mr. Thompson could report back on this matter at the next meeting, to which Mr. Thompson replied affirmatively.

ON MOTION OF MR. McCALL, SECONDED BY MR. MORGAN, THE BOARD UNANIMOUSLY AGREED TO TABLE THE ACTION RELATIVE TO THE PURCHASE OF THE TURBIDITY METERS FROM HERITAGE ENVIRONMENTAL UNTIL THE FEBRUARY MEETING. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

## **X. ENGINEER'S REPORT**

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

Mr. Beyer noted that there was no change relative to the emergency action plan.

As it relates to the Benscreek improvement project, Mr. Beyer questioned if the Agreement was received from DCED for signature, to which Mr. Castel replied that, if it was the email, he believes it was addressed. Mr. Beyer commented that the Agreement should have included information relative to the payment, etc. He asked if this was not addressed, it should be taken care of soon. Mr. Beyer noted that he had sent an Agreement last month as well from EADS for performing that work. Attorney Emerick informed the Board that he talked with Mr. Beyer relative to this Agreement. He explained that there was a section in the Agreement that talked about monthly invoices being sent; and there was also a section that talked about a lump sum payment. It is Attorney Emerick's understanding that the project fees are capped at the \$6,000 figure and the Authority will be invoiced as the work is done. Mr. Beyer explained to the Board that the engineering fees will not be more than \$6,670, but they could be slightly more for the erosion control matters. Therefore, for \$7,670, this was what the grant was based on for engineering costs. Mr. Beyer noted that, if the Authority decides to have EADS do the inspection on the project, those fees could be up to \$4,000. Attorney Emerick reminded the Board that the Authority would be reimbursed 85% of these costs through the grant. Mr. Beyer also commented that the Agreement was approved by the Board at the last meeting contingent on Attorney Emerick's review; therefore, the Agreement can be signed and a copy sent to EADS for filing.

As it relates to the tube settlers, Mr. Beyer questioned if the Construction Modification was completed, to which Mr. Thompson replied that he believes Mr. Cadwallader sent this in and the permit has been received.

Mr. Beyer commented that he included in his report the Munster Road tank, which should be discussed at some point, to which Mr. Morgan agreed because this is the only tank that does need to be replaced, but 2020 put a damper on these discussions.

As it relates to the Main Street project, Mr. Beyer noted that Mr. Cadwallader was to send the information in to PennDOT, to which Mr. Thompson replied that the information has been sent.

Mr. Beyer informed the Board that he did submit the Retainer Agreement for signature, if the Board decides to retain EADS as the engineer for the coming year. Mr. McCoy questioned if there are any changes in the Agreement from last year, to which Mr. Beyer replied that the Agreement is the same as last year.

Mr. Beyer indicated that he included in his report the Long Range Plan that was discussed several years ago. As it relates to the plan, Mr. Morgan commented that discussion should take place at some point relative to the treatment plants as they are 30 years old. Mr. Beyer pointed out that the Board can set up a workshop at any time, especially since there are new Board members. Mr. McCoy agreed that the new Board members need to be caught up on capital information. Mr. Beyer noted that the Long Range Plan was not adopted by the Board and was very preliminary and included suggestions from Board members and employees of various items and ideas of things that potentially need done. The current plan does include things that have already been accomplished. Mr. McCoy noted that he would like to meet soon relative to the capital information.

ON MOTION OF MR. MORGAN, SECONDED BY MR. CASTEL, THE BOARD UNANIMOUSLY APPROVED THE ENGINEER'S REPORT AS PRESENTED. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

## **XI. SOLICITOR'S REPORT**

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

As it relates to discounted water service rates for charitable organizations, Attorney Emerick clarified for the new Board members that that this matter was discussed back in June relative to some requests being made by the Food Pantry and the Historical Society for free water service. Mr. McCoy questions what the standing regulations are for charitable organizations, to which Attorney Emerick replied that there are no current regulations. Attorney Emerick commented that he was asked to review the Authority's regulations and Resolutions; and it was found that during one of the PennVest loans, there was a Resolution approved which indicated that the Authority is not permitted to give water away. In order to address the requests being received, the Authority would need to consider discounted water rates since there is nothing that prohibits that. Attorney Emerick indicated that the Board had agreed, and he concurred, at a past meeting that you have to have some type of criteria established so that everyone is treated the same.

Mr. Morgan explained that, there are organizations, such as the Food Pantry, that are using less than 100 gallons per month and are being charged the minimum \$55 rate (residential meter). He pointed out that the Historical Society (5/8 meter) did not use any water from January 2020

through May 2020; and they also received a bill (the minimum usage is 50 to 100 gallons per month when they are open). Mr. Morgan pointed out that, since we have a new Board, perhaps there is some way we can help some of these organizations out. He commented that using 10 gallons of water per month for \$50 does not seem right. Therefore, Mr. Morgan stated that we need to figure out a way to give back a little bit. Mr. Morgan indicated that, after hearing the comments made by the Auditor at the last meeting, perhaps this matter should be taken off of the agenda at this time.

Mr. McCoy pointed out that we would probably want to get a definition of a “charitable organization,” as some are completely 501c(3). Attorney Emerick stated that some organizations can be non-profit but still bring in money.

ON MOTION OF MR. MORGAN, SECONDED BY MR. CASTEL, THE BOARD UNANIMOUSLY AGREED TO REMOVE THE DISCUSSION RELATIVE TO DISCOUNTED WATER RATES FOR CHARITABLE ORGANIZATIONS FROM THE AGENDA AT THIS TIME. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

Concerning the timber that was wrongly removed from the Authority’s property, Attorney Emerick informed the new Board members that a property owner hired an individual to come in and cut timber on their property; however, he not only removed timber from the resident’s property but timber on the Authority’s property as well. Under the statutes, Attorney Emerick pointed out, there can be up to treble damages if it is found to be intentional; double damages if found to be negligent; or, at the very least, reimbursement for the value of the timber. Attorney Emerick stated that he submitted a draft Agreement for consideration. The Forester had discussions with the property owners; and the property owners were willing to allow the Authority to remove an equal amount of timber from the property as what was taken. Attorney Emerick explained that the individual who cut down the timber is now out of business. Mr. McCoy questioned if there was a large amount of timber removed, to which Attorney Emerick replied that it was approximately \$1,500 worth of timber. Mr. McCoy questioned what the Forester feels we should do, to which Attorney Emerick replied that the Forester agreed to the agreement with the property owners. Attorney Emerick will contact Mr. Barton to obtain the names of the property owners in order to finalize the agreement.

As it relates to the Mutual Roadway Use Agreement, Attorney Emerick commented that he did submit a draft agreement for consideration. He explained that there is a roadway that we are not sure if the roadway is within the deeds; and Attorney Emerick will be reviewing the deeds that will be provided by Mr. Barton. Attorney Emerick pointed out that, if there is mutual use of the roadway, we will have an agreement with the adjoining property owners, who will assist the Authority in maintenance of the roadway and assume liability if they are going to use the roadway, or, if they want, they may terminate the easement as well.

Mr. McCoy questioned if there is a description of duties of the Board officers, to which Attorney Emerick replied that this is included in the Authority’s Bylaws. Mr. McCoy requested that the new Board members receive a copy of the Bylaws, as well as the employee personnel policies. Attorney Emerick requested that Mr. Thompson have Ms. Flowers provide this information to the new Board members. Also requested by the new Board members was a breakdown of the Authority’s structure; i.e., how many employees, who is in charge, who is second in charge, a breakdown of positions and duties, etc. Mr. McCoy questioned, if he has a question or concern outside of the Board meeting, would he go to the Chairman, to which Mr. Morgan replied that we would follow the chain of command. Mr. Morgan explained that all employees have to go to the

Superintendent; if it involves the Superintendent, then the Chairman should be contacted. Mr. Morgan commented that he has always felt that, if any employee has a concern, they should feel comfortable coming to any Board member; and that Board member can bring it to the full Board for discussion.

Mr. McCoy questioned who is second in command, to which Mr. Thompson replied that he is Assistant Superintendent. Mr. McCoy questioned if there are divisions within the Authority staff; i.e., plant staff, field staff, etc., to which Mr. Morgan replied that we have a plant division and a field division. Mr. Morgan stated that John Bilchak is Plant Manager. Mr. Gouse commented that Mr. Brian Cadwallader, who is no longer employed by the Authority, was the Field Manager; however, no one has been named to fill that title. Mr. Morgan stated that Mr. Gouse and Mr. Kennedy are laborers in the field. In addition, Mr. Cadwallader is the Superintendent and also does a lot of work in the field, to which Mr. McCoy pointed out that we should watch this. Mr. Morgan commented that Mr. Thompson can do both plant and field work.

## **XII. FORESTER'S REPORT**

No report.

## **XIII. UNFINISHED BUSINESS**

- Write-Offs

Presented for Board approval were the write-offs as of December 31, 2020. Mr. McCall questioned if these are residents where we are unable to collect, to which Mr. Morgan replied affirmatively. Mr. McCall questioned if we send these accounts to collections, to which Mr. Morgan replied that this would have to be clarified. Attorney Emerick questioned if there were liens against the properties; and if not, the Authority would have to do this. Mr. McCoy questioned if it would be feasible to pay the Solicitor to do a lien for \$100 for an amount owed of \$10. Mr. McCall indicated that perhaps we should consider sending these accounts to collections to see what can be collected. The collections companies do charge a fee; however, this is something that could be considered. Mr. McCall questioned if this is presented on a monthly basis, to which Mr. Castel replied that the write-offs are done on an annual basis; and the Board does receive information monthly on the delinquent accounts. Mr. Morgan stated that, as it relates to the delinquent accounts, there are some residents that have not made a payment since August; however, due to the winter months, their water cannot be shut off. Mr. McCall suggested that the Board find out if the accounts can be sent for collections and what the Authority's current collections policy is. Mr. Castel noted that the Board has approved the write-offs in the past; however, he does not feel the list was as long as it is this year. Mr. McCoy noted that the Board could also place a threshold on what is sent to collections; i.e., those accounts over \$100 or more.

ON MOTION OF MR. McCALL, SECONDED BY MR. MORGAN, THE BOARD UNANIMOUSLY AGREED TO TABLE THE MATTER OF THE WRITE-OFFS UNTIL MORE INFORMATION IS OBTAINED ON THE AUTHORITY'S CURRENT COLLECTIONS POLICY. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

- Sale of Generator at Benscreek Plant

Mr. Thompson informed the Board that the Authority received an offer of \$1,500 for the generator at the Benscreek plant that is not being used. Mr. McCoy questioned how the Authority liquidates different assets, to which Mr. Gouse replied that the generator in question was donated to the Authority. Mr. Thompson noted that the generator was never placed into service and it does not have a transfer switch. Mr. McCoy questioned how we legally liquidate an asset after it comes into the company, to which Mr. Thompson replied that we did advertise the generator for sale on Craig's List. Attorney Emerick explained that the generator is from 1973 and it was given to the Authority; we now want to sell it to a person in West Virginia. Attorney Emerick noted that the Board had approved the sale of the generator at a previous meeting. Attorney Emerick believes the sale is in compliance; however, he will clarify this.

ON MOTION OF MR. McCOY, SECONDED BY MR. McCALL, THE BOARD UNANIMOUSLY APPROVED THE SALE OF THE GENERATOR AS DISCUSSED ABOVE, PENDING CLARIFICATION BY ATTORNEY EMERICK. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

#### **XIV. RETENTION OF POSITIONS**

ON MOTION OF MR. McCALL, SECONDED BY MR. CASTEL, THE BOARD UNANIMOUSLY AGREED TO THE RETENTION OF 1<sup>ST</sup> SUMMIT BANK AS DEPOSITOR FOR 2021. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

ON MOTION OF MR. MORGAN, SECONDED BY MR. CASTEL, THE BOARD UNANIMOUSLY AGREED TO THE RETENTION OF CARYN BARKER ONDESKO, CPA-KOTZAN AS AUDITOR FOR 2021. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

ON MOTION OF MR. CASTEL, SECONDED BY MR. McCOY, THE BOARD UNANIMOUSLY AGREED TO THE RETENTION OF THE EADS GROUP AS ENGINEER FOR 2021. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

ON MOTION OF MR. McCALL, SECONDED BY MR. MORGAN, THE BOARD UNANIMOUSLY AGREED TO THE RETENTION OF MICHAEL EMERICK AS SOLICITOR FOR 2021. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

ON MOTION OF MR. CASTEL, SECONDED BY MR. McCALL, VIA A ROLL CALL VOTE, THE BOARD UNANIMOUSLY AGREED TO THE RETENTION OF MICHAEL BARTON AS FORESTER FOR 2021. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

ON MOTION OF MR. MORGAN, SECONDED BY MR. McCOY, THE BOARD UNANIMOUSLY AGREED TO THE RETENTION OF SHARON SQUILLARIO AS RECORDING SECRETARY FOR 2021. BOARD MEMBERS VOTING

AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

Mr. McCoy questioned, in the future, who determines whether the Board retains the above positions, to which Mr. Morgan replied that it has been brought to his attention that the Water Authority is the only Board in town that does not make anyone rebid any prices for their services. The above positions, Mr. Morgan commented, such as the Solicitor and the engineer, did provide a quote for their services for 2021. Mr. McCall commented that we would have to put these positions out for procurement, to which Attorney Emerick replied that we do not have to bid out for professional services; however, the Board could make changes at any time. Mr. McCall questioned if the Board would then just choose who it wants and discuss it at a meeting, to which Attorney Emerick replied affirmatively.

## **XV. NEW BUSINESS**

- Funeral Policy

Mr. Morgan informed the Board that, in the past when there was a death of someone associated with the Authority, \$50 went toward flowers for the funeral home. With the passing of Mr. Yetsko, there was nothing done. Therefore, Mr. Morgan pointed out, he would like to recommend that a \$50 contribution be made to the scholarship fund that has been established in Mr. Yetsko's memory. Mr. McCoy questioned if we could approve the funds as a Board outside the budget, to which Attorney Emerick commented that he would have to check to determine if this is allowable. Mr. McCoy stated that, if allowable, the Board could put something in the Bylaws as well as placing an allotment in the budget that could be carried forward each year. Mr. Morgan emphasized that Mr. Yetsko was very good to the Authority. Mr. Yetsko never accepted a paycheck from the Authority, as he donated his paychecks toward the employee Christmas bonus program, as well as an educational fund for the employees.

Mr. McCoy questioned if the paperwork he filled out as a new Board member is an insurance policy/death benefit, to which it was affirmed. Mr. Morgan noted that no one reached out to Mr. Yetsko's wife relative to the \$5,000 benefit we have through this insurance policy for Mr. Yetsko. Mr. McCoy noted that we would need to have a copy of the death certificate in the event we are audited. Mr. Morgan commented that he is upset that no one reached out to Mrs. Yetsko. Attorney Emerick questioned who the insurance policy is through, to which Mr. Morgan replied that it is Madison National Life Insurance Company.

- COVID-19/Time Off Policy

Mr. Morgan questioned if the COVID-19 policies relative to being paid while off is still in effect (80 hours), to which Attorney Emerick replied that it was to end on December 31; however, there was discussion relative to extending it. Mr. Morgan commented that he had read that it was up to the employer to grant the time off if an employee contracts the virus, to which Attorney Emerick replied that this would be a Board decision. Mr. Morgan commented that, as of now, he would think we should end it. If the virus increases and we see more employees affected, we could bring it back.

- Increase for Board Members

Mr. Morgan stated that, last year, the Board members' payment for meetings was decreased to \$45, with \$5 being placed in the employee education fund. With everything going on, Mr.

Morgan commented, he believes the Board members should be receiving \$55 per Board meeting. He pointed out that the Board members, over the last year, have had a number of emergency workshops, which were sometimes hours long, with no compensation. Mr. McCoy reminded the Board that, if it surpasses the \$600 threshold, the monies would be taxable. It was agreed that this matter would be discussed at a future Board meeting.

- Authority Facilities/Properties

Mr. Kinley pointed out to the Board that the Chairman and Secretary are given a key to the Authority offices in the event they need to come into the office to sign anything. Mr. Kinley provided his key to Mr. Alexander.

Mr. McCoy stated that the Board is actually responsible for the Authority infrastructure, properties, etc. He questioned if the new Board members could have a tour of the various properties as they are not familiar with the plants, the dam, etc. Mr. Morgan noted that a date can be set and a tour provided to the new Board members. Mr. Morgan commented that we used to have tours of the plant for the public, but these were discontinued. Mr. McCoy questioned if the new Board members will have the ability to access any of the facilities on their own, to which Mr. Thompson replied negatively. Mr. McCoy questioned, if he receives a complaint about an employee for something going on at the plant or another area, how can he obtain access to check it out, to which Mr. Morgan replied that Mr. McCoy can be provided a key to the gate. Mr. Morgan noted that it is his personal belief that no one should actually have a key to the Authority office other than the office staff because there is a safe in the office, personal things on the employees' desks, etc. If someone would access the facility after normal hours, this could be a concern. Mr. Morgan commented that there was a break-in at the office a few years ago where someone broke into the dropbox. Mr. McCoy questioned if there are cameras installed in the Authority office, to which Mr. Morgan replied negatively. Mr. Gouse commented that there are security cameras at the treatment plant. Mr. Morgan noted that we had obtained a quote in the past for security cameras for the office, but no action was taken. Mr. McCall questioned if there is an alarm system in the Authority office, to which Mr. Gouse replied negatively. Mr. McCoy questioned if you can gain access to the office area from the conference room, to which Mr. Morgan replied affirmatively. Mr. McCoy questioned how he would gain access to the conference room area when a workshop is held, to which Mr. Morgan replied that it would be the Superintendent or the Chairman. Mr. Gouse stated that we can install a lock on the door between the conference room and office area.

- Sunshine Law

Mr. Portash asked that Attorney Emerick advise the Board members on the Sunshine Law and action outside a meeting. Attorney Emerick advised the Board that it cannot take action outside of an advertised public meeting. The Board can have discussions and workshops, but no formal action or deliberation of action can be taken outside the public realm.

## **XVI. ADJOURNMENT**

THERE BEING NO FURTHER BUSINESS, ON MOTION OF MR. MORGAN, SECONDED BY MR. McCALL, THE BOARD ADJOURNED THE MEETING AT 7:41 P.M. BOARD MEMBERS VOTING AFFIRMATIVELY INCLUDED MR. ALEXANDER, MR. CASTEL, MR. McCALL, MR. McCOY, AND MR. MORGAN.

## **XVII. NEXT MEETING**

The next meeting will be held on Thursday, February 4, 2021, at 6:00 p.m.

Respectfully submitted,

Sharon Squillario  
Recording Secretary