

**WEST MANHEIM TOWNSHIP**  
**BOARD OF SUPERVISORS MEETING MINUTES**

Regular Meeting

Tuesday, November 19, 2019  
7 p.m.

The Regular Meeting of the West Manheim Township Board of Supervisors was held on Tuesday, November 19, 2019, at the Municipal Building at 2412 Baltimore Pike, Hanover, PA 17331. Chairman Hartlaub called the Meeting to Order at 7:05 p.m., followed by the Pledge to the Flag and Invocation by Supervisor Ault.

ROLL CALL: Present were Supervisors Ault, Blettner, Hartlaub, Ryneerson and Staaf. Also present were, the Township Manager Marc Woerner, Township Solicitor Walter Tilley, III, Township Engineer Chris Toms and Township Secretary Miriam Clapper. A quorum was present.

ANNOUNCEMENT: Chairman Hartlaub informed those present that they held an executive session to discuss personnel issues.

PUBLIC COMMENTS: Chairman Hartlaub asked all present if anyone wanted to address the Board and received no reply.

APPROVAL OF MINUTES: Supervisor Staaf made a motion to approve the Minutes of the Board of Supervisors Work Session Meeting of Tuesday, November 7, 2019, seconded by Supervisor Ryneerson. **Motion carried.**

APPROVAL OF DISBURSEMENTS: Supervisor Ault made a motion to approve the disbursements as listed, seconded by Supervisor Ryneerson. **Motion carried.**

CORRESPONDENCE: Chairman Hartlaub noted the Board received a thank you note from the Hanover Borough Police Department thanking West Manheim Township and the Pleasant Hill Fire Company for helping with the 2019 Hanover Halloween Parade.

Supervisor Ryneerson made a motion to accept the letter as read by Chairman Hartlaub from the Hanover Police Department, seconded by Supervisor Staaf. **Motion carried.**

REC. BOARD REPORT: No report given.

SOLICITOR REPORT: Solicitor Walter Tilley had nothing new to add to his submitted report (copy on file).

Supervisor Blettner made a motion to accept the Solicitor's Report as given, seconded by Supervisor Ryneerson. **Motion carried.**

ENGINEER REPORT: Chris Toms, C. S. Davidson, had nothing new to add to his submitted report, but pointed out on his report the items listed on the agenda. He explained that the first item that needed action was Change Order #1. He explained that the change order incorporates the work done on Frogtown Road and

Warner Road, which the township received grants from York County's Low Volume Grant Program. He then asked for a motion to approve Change Order #1.

- A. Motion to approve and execution of Contract Change Order #1
- B. Motion for approval and processing of Application for payment No. 1 Final

Supervisor Ault made a motion to accept Change Order #1 to Kinsley Construction for \$240,102.90 (Two Hundred Forty Thousand, One Hundred Two Dollars and Ninety Cents), seconded by Supervisor Staaf. **Motion carried.**

Supervisor Ault made a motion to approve the application for payment No. 1 – Final to Kinsley Construction for \$395,608.40 (Three Hundred Ninety-Five Thousand, Six Hundred and Eight Dollar and Forty Cents), seconded by Supervisor Blettner. **Motion carried.**

Supervisor Ault informed those present at the meeting that the township was \$25,620 under budget of the original budgeted amount to repair both roads.

Supervisor Rynearson made a motion to accept the Engineer's Report as given, seconded by Supervisor Ault. **Motion carried.**

REPORTS: (Copies in Township file)

- A. Monthly Budget Review – Treasurer's Report - October 2019
- B. Chief of Police, Monthly Activity Report – October 2019
- C. Public Works Report – October 2019
- D. Pleasant Hill Volunteer Fire Co.-EMS Reports – October 2019
- E. EMA Report – October 2019
- F. Code Enforcement Officer Report – October 2019
- G. SEO Report – October 2019

Supervisor Ault made a motion to accept Report the submitted reports A to G, seconded by Supervisor Staaf. **Motion carried.**

MANAGER REPORT: Township Manager Marc Woerner had nothing new to add to his submitted report (copy on file) but did give an overview of what was in his report. When he came to the item listed as On-Lot Subsurface Sewage Disposal the Manager explained the need for the revision to Ordinance No. 4-2010.

Supervisor Ault made a motion authorizing the Township's Solicitor to review the model ordinance from DEP, seconded by Supervisor Staaf. **Motion carried.**

The Township Manager also pointed out on his report that the township has held a dog kennel license for several years and after discussing the need for the kennel with Chief Schneider, they both felt the township no longer needed the license.

Supervisor Ault made a motion that the Board would not renew the dog kennel license, seconded by Supervisor Blettner. **Motion seconded.**

OLD BUSINESS:

A. Motion to adopt Ordinance # 2019-03 of the Township of West Manheim, York County, Pennsylvania; providing for the Amendment of Chapter 270 of the West Manheim Township Code; providing for purposes related to the adoption of the Amendments; providing for definitions; establishing certain general and specific standards relating to the location, placement, construction and maintenance of tower-based wireless communications facilities and non-tower wireless communication facilities; providing further for the regulation of such facilities within the public rights-of-way; providing for the enforcement of said regulations; and providing for an effective date.

Supervisor Rynearson made a motion to adopt Ordinance #2019-03, seconded by Supervisor Blettner. In a unanimous roll call vote of Supervisor Ault, Blettner, Hartlaub, Rynearson, and Staaf, the **Motion carried.**

B. Motion to adopt Ordinance# 2019-04 of The Board of Supervisors of West Manheim Township, York County, Pennsylvania, Establishing A Volunteer Service Credit Program; Enacting A Tax Credit for Volunteer Members of Volunteer Fire Companies; And Establishing Administrative Procedures And Appeals

Supervisor Staaf explained to those present that fire departments across Pennsylvania are finding it more difficult to staff their departments with volunteers and Pleasant Hill has seen a decline in their volunteers. He then explained that other municipalities have established and adopted a volunteer service credit program, giving volunteers living in West Manheim Township a credit up to \$500 towards their taxes.

Supervisor Staaf made a motion to adopt Ordinance #2019-04, seconded by Supervisor Rynearson. In a unanimous roll call vote of Supervisor Ault, Blettner, Hartlaub, Rynearson, and Staaf, the **Motion carried.**

C. Motion to adopt Resolution 2019-10 for the Volunteer Services Tax Credit Criteria.

Supervisor Ault read the criteria to qualify to earn the volunteer services tax credit listed in Resolution 2019-10.

Supervisor Ault made a motion to adopt Resolution 2019-10 for the Volunteer Services Tax Credit Criteria, seconded by Supervisor Rynearson. **Motion carried.**

Township Manager pointed out to those present at the meeting that the Board and Fire Chief Clouser worked together to develop the criteria for the tax credit.

D. Ross Road Stream Culvert Crossing – Authorization to order and purchase pre-fabricated structure

Township Engineer Chris Toms explained that the culvert found on the Ross Road received approval for a Dirt and Gravel Road grant to help with the cost of replacing the concrete structure. He explained that to meet the grant requirement it needs to be a bottomless arch culvert that sits on footings on the outside of the stream. He reminded the Board members that this project has already been approved by them and the reason that this as an agenda item is that by buying pre-fabricated footings it would save the township in time with installation and the amount of time Ross Road would be closed to traffic.

Township Engineer Chris Toms also informed board members that the Conservation District has agreed to split the cost differential, which the impact to the township would be an additional \$5,500. This agenda item is just to add the pre-fabricated footings.

Supervisor Ault made a motion to authorize the purchase not to exceed \$5,500 of the originally approved township project cost of the pre-fabricated footing for the Ross Road Stream Culvert Crossing, seconded by Supervisor Blettner. **Motion carried.**

NEW BUSINESS:

A. Motion to advertise the West Manheim Township 2020 Budget

Supervisor Blettner made a motion to advertise the West Manheim Township 2020 Budget, seconded by Supervisor Ault. **Motion carried.**

B. Consideration of the repairs of the street sweeper

Chairman Hartlaub explained to those present that the board had authorized the purchase of a used street sweeper for \$22,500 knowing that there would need to be some repairs made. Those repairs will cost the township \$33,000. After discussing the cost of the repairs, Chairman Hartlaub asked for a vote to repair the sweeper.

Supervisor Staaf made a motion to repair the street sweeper, seconded by Supervisor Blettner. In a four to one vote, Supervisors Blettner, Hartlaub, Rynearson and Staaf voted yes and Supervisor Ault voted no, the **Motion carried.**

C. Consideration for approval the results of the Request for Proposal for Auditing Services

Chairman Hartlaub indicated the township needed to find a new auditing service because the current company that the township uses is also the township's IT company. This causes a conflict of interest, so the township put out a request for proposals.

Township Manager Marc Woerner explained that he received eight requests for proposals, and he suggested two for the Boards' consideration, BBD, LLP located in Philadelphia for \$27,800 over three years and Smith Elliott Kearns & Company (SEK) for \$29,400 over three years. The Board decided that the three-year contract would go to SEK since they are a local company.

Supervisor Ault made a motion to award Smith Elliott Kearns & Company, seconded by Supervisor Rynearson. **Motion carried.**

D. Authorization to advertise Storm Water Assessment Ordinance Revisions

Township Manager Marc Woerner explained that the current stormwater collection process for the assessment fee is very cumbersome and this revision addresses only the sections of the ordinance for collections and late penalties.

Supervisor Ault made a motion to advertise the Storm Water Assessment Ordinance revisions, seconded by Supervisor Rynearson. **Motion carried.**

E. Motion to approve the Township Manager's Employment Agreement

Chairman Hartlaub explained that the current township manager's employment agreement expires on December 31, 2019 and it is time to renew the agreement. He explained that the agreement did not reflect any salary increase.

Supervisor Ault explained that the current agreement adopted on December 19, 2017, which is good for two years making the renewal date of December 19, 2019. He then questioned why the Chairman said the new agreement did not reflect any salary increase, yet the severance package if the manager is terminated did not increase. Chairman Hartlaub explained only in longevity, it increases by one month of each year of employment. Supervisor Ault explained that he spoke with a PSATS employee by the name of Melissa Morgan who he asked if the agreement could be done now or should it be done at the re-organizational meeting. He explained that Ms. Morgan wanted to know if there was an agreement in place now and he told her there was one currently in place. She questioned why the solicitor for the township would allow the agreement signed before the first meeting in January.

At this point, township resident Joseph DiRusso of 16 Sugarboot Lane also challenged whether the agreement was valid if not done at the first meeting in January. He then read from a law enacted in 1933, Act 69 Article 13 Township Manager, which states - *The board of supervisors may enter into an employment agreement with*

*the township manager. The employment agreement may set forth the terms and conditions of employment, and the agreement may provide that it shall remain in effect for a specified period terminating no later than two years after the effective date of the agreement or the date of the board of supervisors' organizational meeting following the next municipal election, whichever shall first occur.* Mr. DiRusso felt that the agreement needed acting upon at the re-organizational meeting and not before then. If acted on at this meeting, it would no longer be in effect at the end of the year.

Supervisor Ault felt that the agreement did not need action until the re-organizational meeting in 2020. He believes that the agreement is against the law if acted on at this time according to PSATS. He believes it should be placed on the agenda for the organizational meeting in 2020. He felt that what might be signed as of this meeting was not valid as of January 1.

Chairman Hartlaub asked that Mr. DiRusso read the third sentence again and Mr. DiRusso read Article 13 Township Manager, PA Assembly 1933, Act 69 Section 1301 (a.1) again. Chairman Hartlaub pointed out that this is occurring first. Supervisor Rynearson pointed to the “or” saying that this occurs first.

Supervisor Ault still felt that with the election the newly appointed supervisor should have the choice of approving or opposing the agreement.

Township Solicitor Walt Tilley then explained that the agreement has a provision that the agreement can be terminated whether it is the Board of Supervisors terminating the employee or the employee terminating employment. The Board does not have an agreement for a term; the Board has an agreement of an employee at will.

Supervisor Ault expressed that a newly elected supervisor could not be held to the decisions of the previous board so that is why the agreement should be on the agenda for the organizational meeting in January 2020. He again explained that was why Ms. Morgan from PSATS was surprised that Solicitor Tilley would agree with the process.

Township Solicitor Tilley reminded the Board members that they wanted the agreement with the Township Manager and that the agreement would be compliant with Article 13 that Mr. DiRusso was referring. He then pointed out that paragraph six of the agreement states that the manager may be terminated at any time by the township or by the manager. That sentence is what makes it not a term agreement. He explained that sentence is what allows the Board to meet Article 13 as an at will employee.

Supervisor Staaf questioned the difference between “just cause” or “at will”. Solicitor Tilley pointed out that the agreement states that he can be terminated for either “just cause” or any reason. Supervisor Staaf says if they don’t show cause he would receive a severance package. If the Board shows cause, he does not receive a severance package. Supervisor Staaf then explained by acting on the agreement at the first meeting of the new year the Board would not need to show cause if they chose not to reappoint the manager. Solicitor Tilley explained to Supervisor Staaf when drafting the agreement, the Board wanted the manager to have a severance package. Solicitor Tilley agreed with Supervisor Staaf that the Board does not need to show cause when the Board does not reappoint the manager. Supervisor Staaf and Supervisor Ault pointed to the compensation package.

Supervisor Ault then pointed out the term of the agreement would run from December 31, 2019 through December 31, 2021. Solicitor Tilley explained that every two years the Board must review the agreement, which they are doing. He also explained that the agreement is an “at will” agreement according to the law. It is an “at will” employment arrangement.

Supervisor Ault then said that at the first meeting of the year, the Board could change the agreement since it would be invalid. Again, reading from the document that Mr. DiRusso handed to him. Supervisor Ault again suggested that the agreement would no longer be valid after the end of this year. Solicitor Tilley explained that the section they are referring to has to do with the hiring of the manager, that the employment agreement does not guarantee a term of employment. He explained that by giving a term of two years it does not automatically roll over, which allows a board to review and update an agreement.

Supervisor Staaf questioned why this was not done at a re-organizational meeting and Solicitor Tilley explained that the Board could do it that way. He explained that is why it was on the agenda.

Supervisor Ault made a motion to table until the re-organizational meeting so that the new board could decide on the terms and condition of the manager’s employment, seconded by Supervisor Staaf. In a two to three vote, Supervisors Ault and Staaf voted yes and Supervisors Blettner, Hartlaub and Rynearson voted no, the Motion failed.

Supervisor Blettner asked if what was at play was the severance package for the manager. Supervisor Ault said it was and asked a previous employee of West Manheim Township, sitting in the audience, what was the severance package that the employee received. The employee did not answer. Supervisor Ault then asked the Township Manager about the severance package the terminated employee received, and he said that he could not speak in public concerning personnel issues and because the Board had agreed to certain conditions of that separation.

The Township Manager pointed out to the Board that the agreement in front of them is the same agreement that is currently in place.

Supervisor Ault said his motion was not to renew the agreement. He also said that the agreement had changed because of the salary increase that the manager received this year. He then read from the agreement that the manager shall be paid for any earned and/or cumulated or unpaid leave time and sick time at the time of the employment separation based on the manager's annual salary at the time of termination. Supervisor Ault shared that the manager had received two increases this year. One for six percent and the other for 12 percent for an increase in his salary of \$11,000. He felt that if the manager was not reappointed, he could receive a severance package of close to \$55 to \$60,000.

Chairman Hartlaub announced that this had everything to do with politics. At which time those in attendance voiced their concerns.

Sylvia Shoemaker wanted to know the reason for two salary increases. Chairman Hartlaub indicated that another employee had received two increases. Supervisor Rynearson indicated that other township managers of equal or larger townships make more money than the Township Manager does. She also supported the new board making personnel decisions.

Joseph DiRusso again said that the agreement is invalid in January.

Township Solicitor was asked if the agreement would be invalid in January if acted upon at this meeting. He then read the part that Mr. DiRusso highlighted *the agreement may provide that it shall remain in effect for a specified period terminating no later than two years after the effective date of the agreement or the date of the board of supervisors' organizational meeting following the next municipal election, whichever shall first occur.* He indicated this is from the Section 1301. (a.1) of the Second-Class Township Code.

The solicitor then spoke about case that he litigated for North York Borough who took the same position and the judge hearing the case overruled the Borough's position that the contract was valid. He explained although it was a borough the language was very similar. Therefore, the court's interpretation of the language that an existing board could not prevent the new board the right to name a new manager, solicitor, engineer, but the court up held the compensation benefit. That is why the agreement is an "at will" agreement because the new board does not need to reappoint the manager. The case that the Solicitor was involved with had an agreement for 11 years. He then explained that the way the agreement was handled allowed the new board to come in and not reappoint the manager. Supervisor Rynearson pointed out that the agreement was in place in 2015 and 2017, which surprised Supervisor Ault because the previous manager, Kevin Null did not have an agreement.

Supervisor Blettner then shared that just listening to everyone, the Township Manager Marc Woerner will be out of a job come January. He felt that the Manager has done a good job and whether or not he is employed at the township, Supervisor Blettner can do nothing about that. He does feel with what the Manager has done for the township, the Board should consider giving a severance package. He also feels that if Mr. Woerner does not

have a severance package, what kind of people will the township attract for the position of township manager. He feels it gives the Board a poor image to anyone who might apply for the manager's position

Supervisor Rynearson explained that in 2012 that PSATS tried to put forth the idea of having manager agreements. He stated that it did not take too many votes to change the composition of a board and many times managers whether on the job for 2 years or 15 years, were let go for no reason leaving them with no compensation. So PSATS put forth legislation supporting managers having a contract and with those contracts allowing for severance packages. He then explained that Supervisor Ault pointed out the previous manager did not have a contract and he was right not every township adopted that at the same time. He believes that a manager should have a contract. He pointed out that supervisors voiced their concerns about attracting people to run for a supervisor position if we do not offer health insurance or raising supervisors' compensation. Supervisor Rynearson said the same could be applied to the position of manager. He said that attending the boot camp that is held for new supervisors the first thing you learn is if your township does not have a good manager the township is doomed to failure. He believes that the township has an excellent manager. Supervisor Rynearson made it his business to see how the township worked, attended meetings throughout the county and the state where the manager has given presentations and see what other people think of the manager. He believes that with the help of the supervisors the manager has made significant improvements to the way this township is run and saved the township a lot of money and heart break by being on top of things and pointing out things before they come to haunt the Board.

Supervisor Blettner asked how the Board moves forward, wait until the next meeting to act on the agreement or act on the agreement at this meeting. Supervisor Ault believes it should be done at the re-organizational meeting.

Chairman Hartlaub expressed his concerns about the issue of the agreement and the direction of the Board. He expressed that the Board should renew the agreement.

A member of the audience felt that the Board does not need to agree with every decision, that you need different ideas and different opinions and proof of reason that she felt was presented by a member of the audience and a supervisor. She did not feel it was unfair to disqualify any one person's opinion.

Another member of the audience expressed his concern on what it cost the township to pave Musselman Road. He explained that under another board he had offered to pave Musselman Road free. He said that board expressed that they did not have the money for the blacktop. Chairman Hartlaub thanked Mr. Ault.

Sylvia Shoemaker suggested that the agreement coincide with the re-organizational meeting.

Supervisor Blettner made a motion to approve the Township Manager's Employment Agreement, seconded by Supervisor Rynearson. In a vote of Supervisors Blettner, Hartlaub and Rynearson to approve the agreement and a vote of Supervisors Ault and Staaf against approving the agreement, **the Motion carried.**

**SUBDIVISION PLANS:**

A. Update on Joshua Hill Farm, 124 - lot Preliminary, The Warner Farm, 15-lot Preliminary, Preserves at Codorus Creek IV (Marlee Hill), 79 - lot Preliminary

Jim Piet with Woodhaven Building and Development prepared a letter updating the Board on the developments along with a required phasing plan. He then highlighted some of the items in his letter dated November 19, 2019 and the phasing plan (copy on file).

J.T. Hand from the York Water Company was in attendance to address any questions the Board had concerning the York Water Company interests in supporting this project. He explained that York Water Company would be handling the wastewater for Joshua Hill Farm, The Warner Farm, and Preserves at Codorus Creek.

**ALL TO BE TABLED:**

Harpers Hill – Final Subdivision Plan (Review Time Expires 12/31/19)  
Day Farms Partners, LLC. Prinland Heights, 100 Lot Preliminary Plan (Review time expires 12/20/2019)  
Belmont Ridge Phase 3 and Phases 4, 224 Lot Preliminary Plan (Review time expires 12/20/2019)  
Lexington Ventures, LLC – Lexington Phase 2A, 1 Lot (24 Units) ( Review time expires 12/17/19)  
Joshua Hill Farm, 124 - lot Preliminary (Review time expires 01/22/2020)  
The Warner Farm, 15-lot Preliminary (Review time expires 01/22/2020)  
Preserves at Codorus Creek IV (Marlee Hill), 79 - lot Preliminary, (Review expires 01/22/2020)  
Whitetail Ridge LLC/Grayson P. Amy J. Wingert – Minor Final Subdivision Plan, (Review expires 01/22/2020)

Supervisor Ault made a motion to table to the date that is indicated Harpers Hill – Final Subdivision Plan (Review Time Expires 12/31/19); Day Farms Partners, LLC. Prinland Heights, 100 Lot Preliminary Plan (Review time expires 12/20/2019); Belmont Ridge Phase 3 and Phases 4, 224 Lot Preliminary Plan (Review time expires 12/20/2019); Lexington Ventures, LLC – Lexington Phase 2A, 1 Lot (24 Units) ( Review time expires 12/17/19); Joshua Hill Farm, 124 - lot Preliminary (Review time expires 01/22/2020); The Warner Farm, 15-lot Preliminary (Review time expires 01/22/2020); Preserves at Codorus Creek IV (Marlee Hill), 79 - lot Preliminary, (Review expires 01/22/2020); Whitetail Ridge LLC/Grayson P. Amy J. Wingert – Minor Final Subdivision Plan, (Review expires 01/22/2020), , seconded by Supervisor Blettner. **Motion carried.**

**SUPERVISORS AND/OR PUBLIC COMMENTS:**

Chairman Hartlaub asked if anyone wanted to address the Board. Supervisor Staaf thanked everyone in attendance.

Sylvia Shoemaker asked about the street sweeper that the Board purchased. She questioned that the sweeper was bought to pick up the cinder that the township spreads over the road. She expressed if the township was really saving money if they need to buy cinders, spread the cinders, and then have staff sweep up the cinders. She asked if rock salt could be used. Supervisor Staaf explained there was no place to store the amount of rock salt that is needed.

Supervisor Staaf again thanked everyone for attending the meeting. After Supervisor Staaf was done Chairman Hartlaub tried to end the meeting, at which time a resident from the audience and Supervisor Ault pointed out that there was no action taken on agenda item no. 15 ALL TO BE TABLED.

Supervisor Ault and Supervisor Staaf also pointed out Chairman Hartlaub did not allow the public to make any additional comments. Chairman Hartlaub then asked for a motion to table all of the subdivision plan listed under ALL TO BE TABLED.

Chairman Hartlaub then asked Supervisor Ault if there was anything else, which Supervisor Ault replied he was good. Then Mr. Di Russo seated in the audience shouted out that they did to allow for more public comments. Supervisor Ault then asked each board member if they had anything to add and they each said no. He then called on Mr. Di Russo to come before them. Mr. Di Russo indicated that he had signed up to speak. Supervisor Ault reminded Mr. Di Russo that he had five minutes to voice speak.

Joseph DiRusso directed his comments to Chairman Hartlaub. He indicated that earlier Chairman Hartlaub said that two of the Supervisors did not want to spend any money or raise taxes even though Chairman Hartlaub thought they should. He then asked if Chairman Hartlaub was aware of which township had the highest tax rate in the county, to which Chairman Hartlaub responded that he was aware of what the taxes were in the township he had lived in the township for 55 years. Mr. Di Russo indicated he was aware of that; he wanted to know which township had the highest taxes in the county already. Chairman Hartlaub said he didn't say that. Mr. Di Russo said to Chairman Hartlaub that he was asking him. Chairman Hartlaub said he didn't know to which Mr. Di Russo told Chairman Hartlaub it was West Manheim Township and that he was giving two of the Supervisors a hard time for being fiscally conservative cause they do not want to spend money or raise taxes. Mr. Di Russo then said that Chairman Hartlaub had just said twenty minutes ago you thought that taxes needed to be raised. Mr. Di Russo started to say that taxes needed to be raised; when Chairman Hartlaub said at the same time that taxes got to be raised. Mr. Di Russo replied that Chairman Hartlaub just said taxes got to be raised a few minutes ago.

Again, Chairman Hartlaub said taxes gotta be raised, which Mr. Di Russo stated that we are already the highest. Chairman Hartlaub went on to say the certain people want to raise them for the fire company and emergency and that they want to put a tax on to all of you people for that.

Supervisor Staaf to that said don't you think that having a fire company, I mean having a fire company, we are by law required to provide emergency services. Mr. Di Russo said he wasn't discussing the fire company it has nothing to do with that Mr. Di Russo said he actually does that for a career, a fire fighter. Mr. Di Russo said in general Chairman Hartlaub gave his opinion that two supervisors who are being fiscally conservative and don't want to spend any money. Chairman Hartlaub interjected that he didn't say they were conservative to which Mr. Di Russo said you said that they vote no on everything they don't want to spend any money, don't want to raise taxes, to which Mr. Di Russo responded that Chairman Hartlaub said that he felt that taxes should be raised. Mr. Di Russo then stated that this township has the highest mileage rate in the whole county and believe it or not, not everybody is rich like you that lives in this township. Chairman Hartlaub then said don't say that. Chairman Hartlaub then said how do you know I am rich. Mr. Di Russo then said ok. Chairman Hartlaub shared that another supervisor said that one day and it kind of irritated me. Mr. Di Russo to that said that he just said it so. Chairman Hartlaub then responded you were born, and I was born naked and if you don't have what I have you are a failure. Mr. Di Russo responded ok that's fine I'm a failure. That's fine.

Mr. Di Russo then said this was his second part Chairman. You think that taxes need to be raised, can you explain why since January 1, 2018, the manager for the township has gotten 30.74 percent in raises. Did he take on more job duties or get a promotion. Chairman Hartlaub then said someone just said 20 percent to which Mr. Di Russo said, no, no 20 percent I think it was 18 percent in this past year. I am saying since January 1, 2018 when his salary went from \$70,000 to \$91,520.

With that question Chairman Hartlaub adjourned the meeting and people can be heard saying he has a right to talk and Mr. Di Russo stated he had five minutes, Supervisor Ault can be heard telling Chairman Hartlaub that Mr. Di Russo has a right to talk and that he had three more minutes and with that Chairman Hartlaub replied that Supervisor Ault was going to be the next Chairman so he might as well take over. Supervisor Ault then told Mr. Di Russo that he could keep talking. Mr. Di Russo said that he was asking the current Chairman who is the spokesperson for the Supervisors four of you in which Resolution 2019-08 of August 20 voted to give him his second raise of the year and additional 12 percent, I think, which went from his salary of \$83,200 to \$91,520, keep in mind one year and eight months ago it was \$70,000. So, in the real world that doesn't happen. Chairman, so you are the spokes person can you justify it, has his duties increased, has his duties job duties increased. Silence. Mr. Di Russo then said that he was asking the Chairman the question. Chairman Hartlaub responded by saying you explained it all and Mr. Di Russo said no I am asking you the question as the spokesperson for the Supervisor. Four of the Supervisors voted in favor for it, Supervisor Ault voted against it in August 20. Chairman Hartlaub asked who voted against it and both Mr. Di Russo and Supervisor Ault stated that Supervisor Ault voted against it. Mr. Di Russo then stated that there was outrage about the Supervisors only making \$1,950 a year and even discussing a small pay increase for the Supervisor had to get withdrew last

month off of the table, at which point Chairman Hartlaub interrupted Mr. Di Russo and said to Mr. Di Russo that his recommendation to Mr. Di Russo would be to run for supervisor and help us out. Mr. Di Russo started to say what would, I need to run, I am asking you a question...that's your answer, run for supervisor. Chairman Hartlaub replied, yes. Typical. Mr. Di Russo then said I would expect nothing less out of you out of you these days.

Supervisor Ault then asked if anyone else from the public and then said number 18 Harold. Chairman Hartlaub then stated that he had already adjourned the meeting,

Supervisor Ault then read the next scheduled meetings.

NEXT SCHEDULED MEETINGS: Supervisors Work Session – Thursday, December 5, 2019 at 7:00 p.m. with Supervisors Caucus at 6:00 p.m. Supervisors Regular Meeting - Tuesday, December 17, 2019 at 7:00 p.m. with Supervisors Caucus at 6:00 p.m.

ADJOURNMENT: Chairman Hartlaub adjourned the Regular Meeting at 9 p.m.

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Miriam E. Clapper, Secretary

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Chairman