



Borough of Highspire
Regular Meeting
of the Highspire Borough Council
October 15, 2024

“Reality cannot be ignored except at a price; and the longer ignorance is persisted in, the higher and more terrible becomes the price that must be paid.”

— **Aldous Huxley, English writer and philosopher**

1. Call to Order
2. Prayer/Pledge of Allegiance
3. Roll Call
4. Acceptance of Minutes – Regular Meeting held on September 17, 2024
5. Financial Reports
 - a. Treasurer’s Report for September, 2024
 - b. Monthly Financial Statements – September, 2024
 1. General Fund
 2. Sewer Administration Fund
 3. Sewer O & M Fund
6. Mayor’s Report
7. Public Safety Director’s Report – September-October, 2024
8. Fire Department Reports
 - a. Fire Chief Report – Monthly Report for September, 2024
 - b. Treasurer’s Report
9. South Central Emergency Medical Services Report for August, 2024
10. Citizens’ Comments (limit 3 minutes)

11. Committee Reports
 - a. Public Facilities Committee
 - b. Sanitation Committee
 - c. Highspire Happenings
 - d. Finance/Administration Committee
 - e. Personnel Committee
 - f. Community Development Committee
 - g. Public Safety Committee
 - h. Maintenance & Repair Committee
12. Staff Activity Reports
 - a. Borough Manager's Report - Mark Stonbraker
 - b. Code Enforcement Report - Deanna Proctor
 - c. Public Works Department Report - Randy Kreider
 - d. Highspire Authority – Bob Sutch
 - e. Grant Administrative Report & Fire Department Financial Report
 - f. Sewer Billing Adjustments & Reconciliations for September, 2024
 - g. Safety Committee
13. Solicitor's Report
14. Engineer's Report
15. Old Business
 - a.
16. New Business

- a. Motion to direct staff to release the October, 2024 contribution to the Citizens Fire Company #1 of Highspire as indicated in the 2024 General Fund Budget (411.500). Amount to be paid to the Company \$2,500.00.
- b. Motion to (approve/reject/table) the three-year agreement with Esquire Landscaping, LLC. for the mowing of the Memorial, Ann Street & Reservoir parks. There is no increase for 2025 with a 3% increase for both 2026 and 2027. (2025-2027 General Fund Budget – Culture & Recreation – Professional Services - 452.310).
- c. Motion to (approve/reject/table) the 2024-2025 generator preventative maintenance agreement with Winter Engine - Generator Service, Inc. for two yearly inspections in the amount of \$870.00 (2025 General Fund Budget – Municipal Buildings – Maintenance & Repairs - 409-373).
- d. Motion to (approve/reject/table) publication of Highspire Borough Ordinance No. 657 of 2024 amending Highspire Borough Ordinance No. 563 of 2024 by changing the term of office of the Fire Chief from two (2) to Four (4) years.
- e. Motion to (approve/reject/table) the publication of the 2025 Borough Meeting Dates Schedule.
- f. Motion to (approve/reject/table) the release of additional funds to Citizens Fire Company #1 of Highspire as indicated in the 2024 General Fund Budget (411.500) to cover multiple invoices owed for equipment and unplanned engine maintenance.
- g. Motion to (approve/reject/table) application for the 2025 Dauphin County Economic Development (DCED) Community Development Block Grant (CDBG) for repairs to the following roadways:**

**Market Street (between Chestnut St. and Lumber St.)
Chestnut (between Market St. and Bessemer Ave.)**

17. Approval of Payroll and Bills

18. Adjournment

“Light travels faster than sound. This is why some people appear bright until they speak.” **Unknown**

INDEPENDENT CONTRACTOR AGREEMENT

Grounds Maintenance Contract

Grounds Maintenance: 2025-2027

In consideration of the mutual agreements contained in this Independent Contractor Agreement (“Agreement”), the Borough of Highspire (“Association”) and Esquire Landscaping, LLC (“Contractor”), intending to be legally bound, hereby agree as follows:

SCOPE OF SERVICES/FEES: Contractor agrees to perform such services as described in Appendix A for the benefit of ASSOCIATION, further described as a “Scope of Service.” Such services shall be performed as needed and as assigned by ASSOCIATION on a project-by-project basis. ASSOCIATION agrees to pay Contractor in the manner described in Appendix A. Contractor agrees that it shall be responsible for its expenses unless agreed otherwise in advance. Appendix A is incorporated into this Agreement by reference.

INDEPENDENT CONTRACTOR RELATIONSHIP: Contractor is an independent contractor and not an employee, agent, servant, joint venture, partner, or affiliate of or with ASSOCIATION. ASSOCIATION shall have no right to exercise control or direction over the manner in which Contractor (or its agents and employees) performs services under this Agreement, except to the limited extent necessary to ensure that all projects are completed in a timely and satisfactory manner. Contractor acknowledges and agrees that, as an independent contractor, it and its agents and employees shall not be entitled to any employee benefits from ASSOCIATION in consideration for the services performed under this Agreement, including but not limited to, vacation, disability, health insurance, life insurance, workers’ compensation and unemployment compensation coverage, retirement benefits and any other employee benefit. Contractor accepts full responsibility for providing all compensation, insurance/benefits for its employees and for filing all tax returns and paying all taxes which may be required as a result of: (1) any wages paid to Contractor’s employees or agents for performing services contemplated by this Agreement; or (2) any income received by Contractor for services rendered under this Agreement. Similarly, Contractor shall be responsible for hiring, supervising, and compensating its own employees and assistants in accordance with all applicable laws and regulations.

ASSIGNMENT: This Agreement may not be assigned by either party to another individual or entity except as provided herein; provided Contractor may utilize its own employees or agents to assist in completion of projects under this Agreement. ASSOCIATION agrees and acknowledges that Contractor will utilize the services of other companies to complete the services contemplated in the Scope of Service. Upon request, Contractor will provide the specific corporate entity details of any other company operating on Association property. All such companies shall be collectively referred to herein as “Contractor.”

LIABILITY/INDEMNIFICATION: Except as otherwise provided for herein and in the Scope of Service, Contractor is responsible for complying with all applicable federal, state or local laws, regulations, and orders governing the work performed by Contractor and/or its employees and assignees, under this Agreement, and Contractor agrees to indemnify and hold harmless ASSOCIATION, its officers, directors, agents, employees against and from any and all damage, loss, liability, cost, or expense of any nature whatsoever arising from or related to any event or claim, investigation, suit, or action by any person, entity, or government authority in any manner related to or arising from Contractor’s gross negligence in the provision of services under this Agreement, or from any reckless or intentional torts committed by Contractor and its employees/assignees arising from the provision of services or from any other such neglect, reckless or intentional act committed on the property of the Association.

CONFIDENTIALITY: The parties acknowledge that through their relationship under this Agreement, the parties may have access to confidential and proprietary information belonging to the other party, including but not limited to customer lists and names (past, present and prospective), employee lists and

names, procedure manuals, business methods, resident information, records and information, employee records, customer records, business strategies, etc. ("Confidential Information"). Such Confidential Information was acquired by the parties after considerable expense, time and energy and is vital to the continued success of ASSOCIATION's and/or Contractor's business. The parties acknowledge and agree that Confidential Information is a unique and valuable asset of ASSOCIATION and/or Contractor and that such information constitutes trade secrets. Each party agrees that it shall not at any time during the term of this Agreement or at any time thereafter disclose any Confidential Information to any person or entity except as necessary to perform its duties under this Agreement, nor shall ASSOCIATION and/or Contractor ever use any Confidential Information for its own benefit or for the benefit of others without the other party's prior written authorization.

TERM: The term of this Agreement shall be for the season(s) set forth in the heading of this Agreement.

TERMINATION: Termination of this Agreement can be made by either party by providing a thirty (30) day notice to the other party upon the occurrence of the following conditions precedent:

- 1) ASSOCIATION'S right to terminate: ASSOCIATION has the right to terminate this Agreement if ASSOCIATION can show evidence that Contractor is not performing the services required in accordance with the Scope of Services in a material sense, but only after giving notice to Contractor of such non-performance and Contractor's failure to remedy such non-performance within thirty (30) days of such notice.
- 2) Contractor's right to terminate: Contractor has the right to terminate this Agreement if ASSOCIATION fails to tender monies due and owing in a timely fashion provided Contractor has performed the services required under the Scope of Service. Contractor must similarly provide notice to the ASSOCIATION of such non-payment and must allow the ASSOCIATION thirty (30) days to cure same.

NOTICES: Any notice required to be given under this Agreement shall be deemed given if it is in writing and sent by certified mail, return receipt requested, by recognized commercial courier service or personally delivered to ASSOCIATION or Contractor, as the case may be, at the addresses specified above.

INSURANCE: Contractor covenants that it will carry general liability insurance throughout the term of this Agreement with a minimum indemnity coverage of one million dollars (\$1,000,000.00). Contractor also covenants that it will carry Workers' Compensation insurance at all times during this Agreement's term. Contractor will provide proof of such insurance at the signing of this Agreement, and each year thereafter.

WEAIVER OF BREACH: The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by either party. No waiver shall be valid unless it is in writing and signed by an authorized officer of the party granting the waiver.

ENTIRE AGREEMENT: This Agreement contains the entire understanding of the parties. It may not be changed orally, but only by an agreement that is in writing and signed by the party against whom enforcement of any change, modification, extension or discharge is sought.

HEADINGS: Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

CONSTRUCTION: As used in this Agreement, neutral pronouns and any variations thereof shall be deemed to include the feminine and masculine and all terms used in the singular shall be deemed to include the plural, and vice versa, as the context may require. The words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules hereto, as the same may from time to time be amended or supplemented and not to any subdivision contained in this Agreement. The word "including" when used herein is not intended to be exclusive and means "including, without limitation". References herein to a Section, subsection, clause, Exhibit or Schedule shall refer to the appropriate Section, subsection, clause, Exhibit or Schedule in or to this Agreement.

FORCE MAJEURE: Neither party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment deemed resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either party's employees, or any similar or dissimilar cause beyond the reasonable control of either party.

GOVERNING LAW: This Agreement shall be interpreted and enforced in accordance with the laws of Pennsylvania.

VENUE: The parties agree that any litigation relating to this Agreement and the obligations hereunder shall only be brought in the Court of Common Pleas of Lancaster County.

Signed: Mark L. Stonbraker

Mark L. Stonbraker, Manager
Borough of Highspire

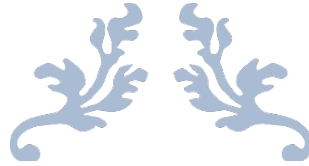
Signed: _____

W. Ryan Neumyer, CEO
Esquire Landscaping, LLC

Date: _____

Date: _____

APPENDIX A



**INDEPENDENT
CONTRACTOR/CONSULTANT
AGREEMENT**

Borough of Highspire Landscape Services
Proposal 2024



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Grounds Maintenance

1. Turf Mowing / Trimming:

All turf areas will be mowed on an average of every seven days during the season from (April) through (November), (26) mowing events in total. Height of turf is to be determined by species and local conditions during the growing season. Mowing height may be adjusted upon written request. Esquire Landscaping, Inc. typically mows to a height of (3) inches in all turf areas. Esquire Landscaping, Inc. uses the process of mulching when mowing turf areas as is the most beneficial technique for turf care and longevity.

During rainy or extended dry periods, the frequency of general mowing services may fluctuate. In conjunction with mowing, weekly trimming shall be performed around all buildings, structures, and other obstacles within the turf area. Weekly trimmings are completed to insure the final product is uniform throughout the contracted area. Additionally, all debris will be removed from the turf areas prior to mowing. Any additional mowing or trimming outside of contracted agreement must be submitted in written form. This will allow Esquire Landscaping, LLC. as well as Borough of Highspire to validate services.

Cost Per Event: 2025 - \$820.70

Total Number of Events: (26)

2025 Season - Total Cost of Service (No change from 2024)

Turf Mowing	\$820.70	26	\$21,338.20
Shrub Trimming	\$XXXX	X	#VALUE!
Spring Clean-up	\$XXXX	X	#VALUE!
Fall Clean-up	\$XXXX	X	#VALUE!
Bed Weeding	\$XXXX	X	#VALUE!
Mulching	\$XXXX	X	#VALUE!
Total			\$21,338.20
Tax (Tax Exempt)			
Total Cost			\$21,338.20

Cost Per Event: 2026 - \$845.32

Total Number of Events: (26)

2026 Season - Total Cost of Service (3% increase from 2025)

Turf Mowing	\$845.32	26	\$21,978.32
Shrub Trimming	\$XXXX	X	#VALUE!
Spring Clean-up	\$XXXX	X	#VALUE!
Fall Clean-up	\$XXXX	X	#VALUE!
Bed Weeding	\$XXXX	X	#VALUE!
Mulching	\$XXXX	X	#VALUE!
Total			\$21,978.32
Tax (Tax Exempt)			
Total Cost			\$21,978.32

Cost Per Event: 2027 - \$870.68

Total Number of Events: (26)

2027 Season - Total Cost of Service (3% increase from 2026)

Turf Mowing	\$870.68		26	\$22,637.68
Shrub Trimming	\$XXXX	X		#VALUE!
Spring Clean-up	\$XXXX	X		#VALUE!
Fall Clean-up	\$XXXX	X		#VALUE!
Bed Weeding	\$XXXX	X		#VALUE!
Mulching	\$XXXX	X		#VALUE!
Total				\$22,637.68
Tax (Tax Exempt)				
Total Cost				\$22,637.68

Agreement for Landscape Maintenance

Esquire Landscaping, LLC. covenants and agrees with (Borough of Highspire) to the ascribed services. These services will be provided to the property located at (Lumber street-Ann Street-Reservoir Park) over a (8) month period each year of the contract. Contract begins in full effect on (April 1,2025) to the final payment date of (November 1,2027).

Services:

Esquire Landscaping, Inc. will furnish all materials, equipment, and labor that is required for the completion of the above referenced bid.

Insurances:

Esquire Landscaping, Inc. warrants that all employees and affiliates are adequately insured. All employees are covered for any and all bodily injuries that are a result of the acts of Esquire Landscaping, LLC., employees and subcontracts. Upon acceptance of the contract bid for the dates of (April 2025) through (October 2025), (April 2026) through (October 2026) and (April 2027) through (October 2027) Esquire Landscaping, Inc. will provide a Certificate of Insurance.

Terms:

(Borough of Highspire) agrees to pay the cost for the above services, (\$21,320.00) in total. Payments for services will be made on a monthly basis. Additional services will be completed and billed separately per a written request.

A statement will be mailed to the client at the end of each service month. **Payments are due NET 30 days.** If payment on any of our services is not received by the due date of each service month Esquire Landscaping, Inc. holds the right to impose a 2% late fee. Interest will compound daily for every day payment is not received after the original due date. Esquire Landscaping, LLC. also has the option to withhold service or cancel services upon written notice. In the event of default (Borough of Highspire) agrees to reimburse Esquire Landscaping, LLC. all collection costs, attorney fees, recording fees and/or court costs. (Borough of Highspire) further agrees to pay a \$50.00 fee for each check returned from the bank for any and all reasons. Either party (Esquire Landscaping, LLC. or (Borough of Highspire) may terminate this agreement before the designated termination date.

A 30-day written notice is required by the canceling party to validate cancellation of services. "Neither party shall not be deemed to have breached this agreement if its delay or failure to perform all or any part of this obligations hereunder results from a condition beyond its reasonable control. This includes without limitations, acts of God, or the public enemy, fire, earthquake, flood, storm, or action of any federal, state, or local government agency".

This agreement shall be binding on the parties and on their successors, legal representatives, and assigns.

Executed at _____ on the date first above written.

Contractor: _____
Professional Approach Landscape Service, Inc.

Date: ____/____/____

Client: _____
Title: _____
Borough of Highspire Representative

Date: ____/____/____

WINTER ENGINE-GENERATOR SERVICE, INC.
715 VOGELSONG ROAD * YORK, PA. 17404-1765
PHONE (717) 848-3777 * FAX (717) 846-0188
PREVENTIVE MAINTENANCE AGREEMENT
GAS/GASO GENERATOR

SEPTEMBER 25, 2024

A/R #: H508200

HIGHSPIRE BOROUGH
640 ESHELMAN ST
HIGHSPIRE, PA 17034-1698

This preventative maintenance agreement is entered into by Winter Engine-Generator Service, Inc. of York, Pennsylvania hereinafter referred to as "Winter", and the generating set "Owner" above named for the purpose of maintaining their emergency standby generating set and associated Equipment".

Upon acceptance of this agreement, "Winter" will inspect the "Equipment" listed on the Equipment List. The "Equipment" will be inspected TWO (2) times, during regular business hours. This agreement will begin on 09/01/2024 and be effective through 08/31/2025. The annual investment for this agreement will be \$ 870.00 (applicable taxes are not included).

An annual inspection will consist of performing the 15-point list below. Any other inspections per this agreement will consist of performing items 6 through 14.

1. Ignition points, condenser, distr. cap, and rotor to be inspected and adjusted as needed, or replaced when necessary (if equipped).
2. Spark Plugs to be adjusted and cleaned, or replaced when necessary (if equipped).
3. Change crankcase oil once each year.
4. Change fuel, oil, and water filter(s), clean sediment bowls once each year (if equipped).
5. Clean and refill oil bath air cleaner once each year, or check condition of paper air filter (as equipped).
6. Check entire "Equipment" for fuel, oil, and water leaks (as required).
7. Check antifreeze condition and replenish when necessary (if equipped).
8. Check condition of all belts and hoses (if equipped).
9. Check condition of batteries and clean the terminals.
10. Check operation of battery charger (if equipped).
11. Check all instruments for proper operation.
12. Check Automatic Transfer Switch for proper operation (where permissible).
13. After the above checks, run "Equipment" and conduct half-hour test (under building load where permissible).
14. Submit a written report to the "Owner" of this inspection, advising of any additional parts or work required.
15. Waste fluids derived from the execution of this agreement will be removed from the site and disposed of in accordance with industry standards at "Winter's" site.

Any parts required, not specifically mentioned above, and labor to install these parts, will be charged to the "Equipment" "Owner" at regular rates less 10%.

Emergency services between regular inspections will be provided with a response time of four (4) hours. Services provided during regular business hours at list price for parts and labor less 10% plus travel expenses.

It is understood that this agreement does not include any parts, labor, or travel expenses other than those required to perform this agreement. It does not include expenses to repair damage caused by abuse, accident, theft, acts of a third person, forces of nature, or altering the "Equipment".

"Winter" shall not be responsible for failure to render these services for any causes beyond its control, including strikes and labor disputes. This agreement is not assignable without the written consent of "Winter". Either party upon thirty (30) days prior written notice to the other party may institute termination.

"Winter's" liability under this agreement shall be exclusively limited to the cost of replacement of, or substitution for, any nonconforming parts or labor supplied under this agreement. "Winter" shall not be responsible for any consequential damages arising in connection with any services or materials supplied under this agreement, including without limitation, any losses, injuries or damages for business or production interruptions or delays, personal injuries or property damages. "Winter" carries the appropriate liability insurance per industry standards to cover such instances.

It is mutually understood that this document sets forth our entire agreement.

WINTER ENGINE-GENERATOR SERVICE, INC.

Mark Conrad

Mark Conrad

PS. This agreement has been electronically signed.

Signed: _____
Print
Name : _____

Date Signed: _____

Title: _____
Bill to
Co. Name: _____
Bill to
Address : _____

Site Contact
Person: _____
Site Contact
Phone #: (_____) _____

Ext: _____

Phone #: (_____) _____

Ext: _____

***** PLEASE NOTE *****
* ***This is NOT an invoice.*** *
* ***An invoice will be sent after*** *
* ***initial work is performed.*** *
* ***Terms Net 30 Days*** *

If you would like to have next year's Agreement sent via email, please provide the person's name and email address that it should be directed to.

Name: _____

Email: _____

Public Notice
Highspire Borough Council
2025 Meeting Dates

The Highspire Borough Council has announced that they will meet during the year 2025 on the second and third Tuesday of each month at 7:00 p.m. according to the following schedule:

Workshop Meeting

January 14, 2025
February 11, 2025
March 11, 2025
April 8, 2025
May 13, 2025
June 10, 2025
July 8, 2025
August 12, 2025
September 9, 2025
October 14, 2025
November 11, 2025
December 9, 2025

Regular Meeting

January 21, 2025
February 18, 2025
March 18, 2025
April 15, 2025
May 20, 2025
June 17, 2025
July 15, 2025
August 19, 2025
September 16, 2025
October 21, 2025
November 18, 2025
December 16, 2025

The Highspire Borough Council will hold meetings of standing and/or appointed committees of the Borough Council on the second and third Tuesday of each month at 6:00 p.m. prior to their regularly scheduled Council Meetings for the year, 2025.

The Highspire Finance Committee will meet on Thursday, September 11, 2025 to begin preparations & planning for the 2026 Budgets.

The Highspire Civil Service Commission will meet on the following dates in 2025 at 6:00 p.m.:

Wednesday, January 8, 2025
Wednesday, April 2, 2025

Wednesday, July 2, 2025
Wednesday October 1, 2025

The Highspire Borough Environmental Advisory Board will meet on the following dates at 1:00 p.m.:

Tuesday, March 18, 2025 & Tuesday, September 16, 2025

The Highspire Planning Commission will meet on the first Tuesday of every month in 2025, at 7:00 p.m. according to the following schedule:

January 7, 2025
February 4, 2025
March 4, 2025
April 1, 2025

May 6, 2025
June 3, 2025
July 1, 2025
August 5, 2025

September 2, 2025
October 7, 2025
November 4, 2025
December 2, 2025

All meetings will commence at 7:00 p.m. unless otherwise noted and be held in the Council Chambers of the Highspire Borough Municipal Building, 640 Eshelman Street, Highspire, PA 17034, unless otherwise specified. All interested parties are invited to attend. The Highspire Borough Municipal Building is handicapped accessible. Anyone needing a reasonable accommodation to participate in a meeting should contact the Borough office at (717) 939-3303 at least three days in advance of the meeting.

Mark Stonbraker, Borough Secretary

Citizens Fire #1 of Highspire PA
272 Second St, Highspire PA 17034
717.939.5111

October 2, 2024

Highspire Borough Council

Council members:

Due to multiple invoices owed for equipment and unplanned engine maintenance, we are requesting the use of our Equipment allotment for 2024 to cover these invoices. We will work with Dee on those invoices going forward, if approved.

While we hoped to use these funds for updated equipment, the use of these funds for the items above will help allow us from depleting the funds we currently have for daily operations.

Thank you for the consideration!

Jenna Condran

Vice President

Citizens Fire Dept. #1 of Highspire