Borough of Highspire
Workshop Meeting
of the Highspire Borough Council
November 11, 2025

(Please Note: Workshop meetings may be used for official deliberations and decisions)

"You have the army of mediocrities followed by the multitude of fools. As the mediocrities and the fools always form the immense majority, it is impossible for them to elect an intelligent government."
— Guy de Maupassant, Les dimanches d'un bourgeois de Paris, et autres aventures parisiennes

1. Call to Order

2. Prayer/Pledge of Allegiance

3. Roll Call

*** SAR Harris Ferry Chapter Award Presentations – Officer Robert Schmidt & Officer Scott Schaeffer and Tyler Snyder from the Steelton Police Department ***

4. Acceptance of Minutes – Regular Meeting held on October 21, 2025.

5. Financial Reports

   a. Treasurer's Report for October, 2025

   b. Monthly Financial Statements – October, 2025

      1. General Fund

      2. Sewer Administration Fund

      3. Sewer O & M Fund

6. Mayor's Report

7. Public Safety Director's Report – October to November, 2025

8. Fire Department Reports

a. Fire Chief Report – Monthly Report for October, 2025

b. Treasurer's Report

9. South Central Emergency Medical Services Report for September, 2025

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 – Deanna Proctor

e. Grant Administrative Report & Fire Department Financial Report

f. Sewer Billing Adjustments & Reconciliations for October, 2025

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 November, 2025 contribution to the Citizens Fire Company #1 of Highspire as indicated in the 2025 General Fund Budget (Fire Protection – Contributions – Fire Company 411.500). Amount to be paid to the Company - $3,500.00.

b. Motion to (approve/reject/table) the 2026 Budgets, comprised of the General Fund, Sewer Operations and Maintenance, Sewer Administration, Storm Sewer / MS4, Highway Aid, Citizens Fire Company and Capital Projects Budgets.

c. Motion to (approve/reject/table) publication of Highspire Borough Ordinance 661 of 2025 fixing the amount of annual compensation to be received by the Mayor, President of Council and Council Members in an amount not to exceed that authorized by Pennsylvania Act 131 of 2024.

d. Motion to (approve/reject/table) Highspire Borough Council Resolution No. 23 of 2025 authorizing execution of a Cable Franchise Agreement between the Borough and Verizon Pennsylvania LLC.

e. Motion to (approve/reject/table) the three-year service agreement with iWorQ for their applications and services in the amount of forty-two hundred dollars ($4,200.00) for the first year and twenty-five hundred dollars ($2,500.00) for the remaining two years. This is to replace the services of GeoPlan which is being discontinued by Civic Vanguard Inc. at the end of 2026.

f. Motion to (approve/reject/table) the Dauphin County Local Share Municipal Grant Agreement between the County of Dauphin and the Borough of Highspire requesting debt relief in the amount of One-Hundred and Fifty Thousand Dollars ($150,000.00) for the Lumber Street Repair Project.

g. Motion to (approve/reject/table) the Dauphin County Local Share Municipal Grant Agreement between the County of Dauphin and Citizens Fire Company #1 of Highspire requesting funding in the amount of One-Hundred and Fifty Thousand Dollars ($150,000.00) for rehabilitation of one of the fire engines and to purchase new fire hose and turnout gear.

h. Motion to (approve/reject/table) the Borough of Highspire 2025 Civil Service Commission Police Entry Level Eligibility List as certified by the Commission on November 5, 2025.

i. Motion to (approve/reject/table) the actions of Highspire Borough Manager Mark L. Stonbraker's signing of a Memorandum of Understanding (MOU) between the

Peyton Walker Foundation and the Borough of Highspire for the donation and installation of a SaveStation Automated External Defibrillator (AED) at the Memorial Park Concession Stand.

17. Approval of Payroll and Bills

18. Adjournment

The Borough of Highspire

Dauphin County, Pennsylvania

2026 Budgets

Adopted November 18, 2025

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2026 General Fund

General Fund 2026 Budget

EXPENDITURES

Administration:

400.105	Salaries – Elected Officials	$9,213
400.110	Salary – Manager	$22,989
400.114	Salary – Administrative	$19,249
400.194	Payroll Taxes	$9,057
400.196	Group Insurance	$30,565
400.197	Pension Contributions	$0.00
400.210	Materials & Supplies	$3,000
400.213	Office Equipment	$48,417
400.215	Postage	$986
400.300	General Expense	$10,808
400.310	Professional Services	$5,676
400.311	Auditing Services	$19,140
400.313	Engineer	$29,650
400.314	Solicitor	$9,000
400.317	Legal Services (Other)	$15,250
400.320	Communications	$7,911
400.340	Advertising & Printing	$2,550
400.350	Insurance	$4,755
400.370	Maintenance & Repairs	$0
400.390	Bank Fees	$1,200

Total Administration: **$249,416**

General Fund 2026 Budget

Tax Collection:

403.116	Commissions / Salary	$7,281
403.130	LST Commissions	$792
403.194	Payroll Taxes	$446
403.210	Materials & Supplies	$700
403.310	Professional Services	13,500
403.353	Tax Collector's Bond	$0
	Total Tax Collection:	**$22,720**

Municipal Buildings:

409.236	Materials & Supplies	$2,020
409.310	Professional Services	$187
409.350	Insurance	$0
409.361	Electricity	$4,678
409.362	Gas	$4,231
409.366	Water	$414
409.373	Maintenance & Repairs	$12,782
	Total Municipal Building:	**$24,312**

Police Protection **General Services:**

410.110	Salary, Public Safety Director	$22,989
410.112	Salary, Full-Time Patrolman	$461,297

Officer	Salary	Longevity / Anniversary	Total
Sergeant	$98,331	$4,000	$102,331
Patrolman	$93,686	$1,600	$95,286

General Fund 2026 Budget

Patrolman	$80,606	$0	$80,606
Patrolman	$81,018	$0	$81,018
Patrolman (COPS Grant)	$42,923	$0	$42,923
Patrolman (New Hire)	$59,133	$0	$59,133
Total:	$455,697	$5,600	$461,297

410.114	Salary, Admin. Assistant	$4,187
410.180	Overtime, Full-Time	$50,693
410.187	Salary, Part-Time Patrolman	$49,155
410.188	Overtime, Part-Time	$7,970
410.189	Shift Differential	$5,556
410.190	Educational Incentive	$14,000
410.191	Uniform Cleaning	$300
410.194	Payroll Taxes	$48,720
410.196	Group Insurance	$177,678
410.210	Materials & Supplies	$1,500
410.213	Computer Media	$6,575
410.238	Uniforms	$6,692
410.240	Firearms	$10,613
410.242	Ammunition	$4,864
410.252	Computer Hardware / Software	$10,833
410.260	Minor Equipment	$150
410.280	Crime Prevention	$0
410.300	General Expense	$86,935

410.310	Professional Services	$4,895
410.320	Communications	$5,634
410.340	Advertising & Printing	$1,000
410.350	Insurance, Liability	$9,144
	Total Police Expense:	**$991,380**

Vehicle Expenses:

410.216	Materials & Supplies (Vehicle)	$1,000
410.231	Vehicle Fuel	$9,654
410.327	Vehicle Communications	$0
410.370	Vehicle Maintenance	$4,000
410.375	Tubes & Tires	$3,950
	Total Vehicle Expense:	**$18,604**
	Total Police Protection:	**$1,009,984**

Fire Protection:

411.195	Workers Compensation	$12,534
411.320	Communications	$1,441
411.350	Insurance	$12,675
411.363	Hydrant Service	$16,467
411.370	Vehicle & Equipment Maintenance	$6,000
411.500	Contributions – Fire Company	$50,000
411.700	Contributions – Pumper Truck	$0

411.701	Contribution – Rescue Truck	$20,105
	Total Fire Protection:	**$119,222**

Ambulance Service:

412.500	South Central EMS - Contract	$11,515
	Total:	**$11,515**

Protective Inspections:

413.001	Act 13 of 2004 - Fees	$100
	Total:	**$100**

Planning & Zoning:

414.114	Salary - Administrative	$36,374
414.150	Insurance	$222
414.194	Payroll Taxes	$8,049
414.213	Computer Software Updates / Training	$2,298
414.300	General Expense	$715
414.310	Professional Services	$19,451
413.313	Engineer	$2,280
414.314	Zoning Hearing Board - Solicitor	$4,250
414.340	Advertising & Printing	$750
414.500	Tri-County Planning Commission Fees	$500
	Total Planning & Zoning:	**$74,889**

Emergency Management:

415.213	Computer Media / Savvy Citizen	$1,788

415.260	Equipment	$0
415.300	General Expense	$1,000
415.321	EMA Fax / Telephone	$483
415.327	Radio Maintenance	$0
415.460	EMA Training	$500
	Total Emergency Management:	**$3,771**

Fire Police:

416.200	Material & Supplies	$500
	Total Fire Police:	**$500**

Health & Sanitation

427.367	Contracted Services - Residential	$429,043
427.368	Spring & Fall Clean-up Distributions	$0
427.369	Compost Facility	$3,488
	Total:	**$432,531**

Highways / Public Works:

430.110	Salary – Public Works Superintendent	$29,225
430.112	Salaries	$139,717

Pub. Works Employees	Longevity	Salary	
Hwy. Super. - $72,510	$1,600	$74,110 * .6 =	$44,466
Laborer 3 - $65,199	$2,500	$66,799 * .75	$50,099
Laborer 2 – $60,202	$0	$60,202 * .75	$45,152
	Total:		$139,717

430.180	Overtime	$2,124

430.187	Part-time	$0
430.191	Uniforms / Safety	$4,387
430.194	Payroll Taxes	$13,771
430.196	Group Insurance	$98,095
430.200	Materials & Supplies	$4,100
430.231	Gas, Oil & Grease	$7,750
430.232	Diesel	$1,900
430.251	Vehicle Operating Expense	$5,100
430.253	Maintenance & Repairs	$9,000
430.260	Minor Equipment	$1,500
430.300	General Expense	$1,000
430.310	Professional Services	$500
430.324	Communications	$128
430.327	Radio Maintenance	$0
430.740	Major Equipment	$0
	Total Highways / Public Works:	**$318,296**

Storm Water Management & Flood Control:

446.000	Burd Run Flood Control Project Operations & Maintenance Account	$500
446.313	Engineer / MS4	$0
	Total Stormwater Management& Flood Control:	**$500**

Culture – Recreation:

452.300	General Expense	$21,666

452.310	Professional Services – Pest Control	$31,765
425.320	Communications	$1,664
452.361	Electricity	$1,296
452.366	Water	$1,887
452.372	Playground Expense	$2,500
452.600	Recreation & Holiday Decoration PLGIT	$2,000
455.000	Environmental Advisory Board	$500
	Total Culture - Recreation:	**$63,277**

Insurance:

486.350	Municipal Insurance	$64,923
	Total Municipal Insurance:	**$64,923**

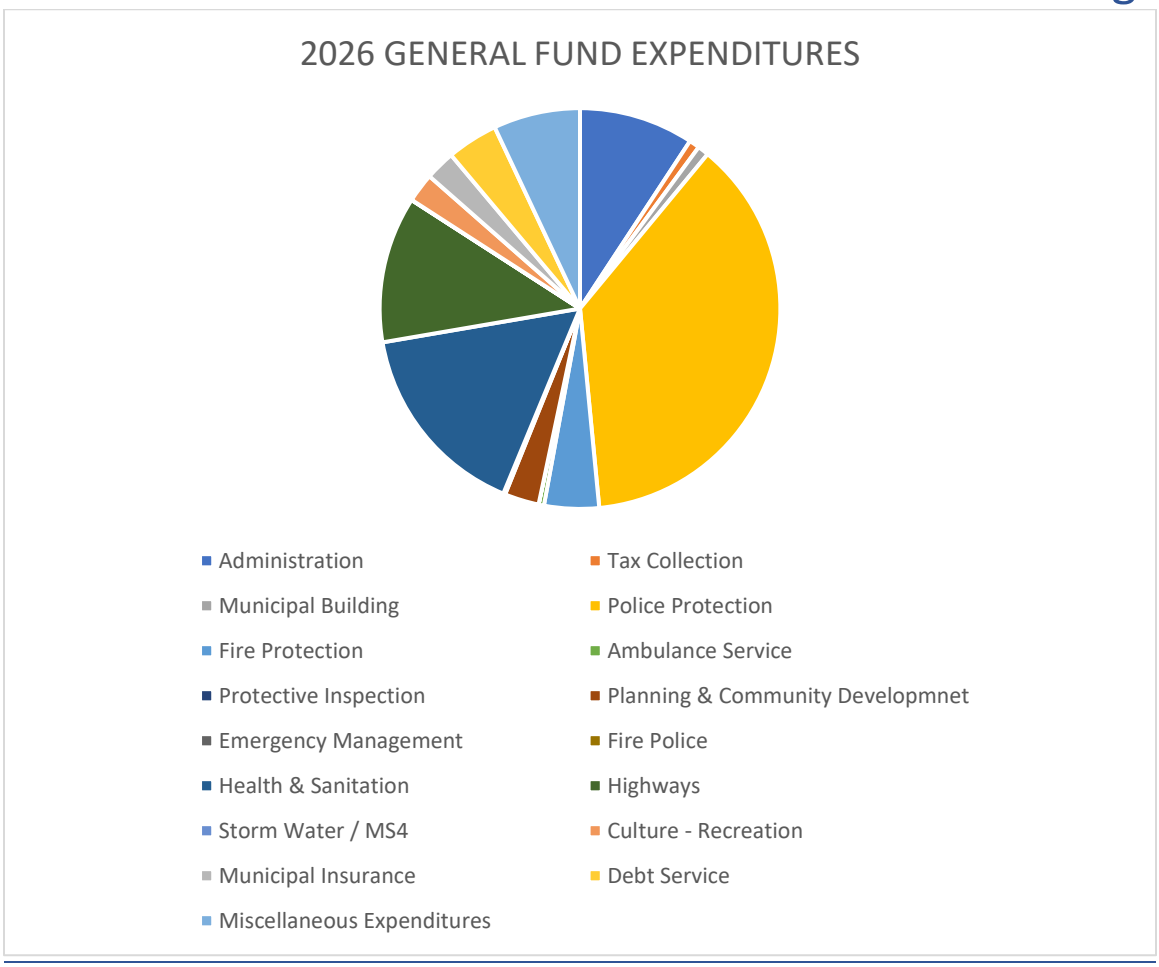
Debt Service:

471.000	Debt Service - Principal	$93,107
472.000	Debt Service - Interest	$17.913
	Total:	**$111,020**

Misc. Expenditures:

480.000	Capital Reserve	$137,183
485.000	Fire Relief Funds Distribution (State Funds)	$0
487.000	State Pension Aid Distribution / Contribution	$51,498
	Total Miscellaneous Expenditures:	**$188,680**
	Total 2026 General Fund Expenditures:	**$2,695,657**

General Fund 2026 Budget



General Fund 2026 Budget

REVENUES

Real Estate Taxes:

301.100	Current Year	$1,434,586
301.200	Prior Year	$0
301.300	Delinquent	$0
301.400	RET - Delinquent from Tax Claim Bureau	$0
301.600	RET - Interim	$0
	Total Real Estate Taxes:	**$1,434,586**

Local Enabling Taxes:

310.010	Per Capita Tax - Current Year	$5,775
310-020	Per Capita Tax – Prior Year	$500
310.030	Per Capita Tax - Delinquent	$0
310.100	Real Estate Transfer Tax	$30,000
310.210	Earned Income Tax	$250,000
310.220	Earned Income Tax – Prior Year	$0
310.410	Occupation Tax – Current year	$195,000
310.420	Occupation Tax – Prior Year	$0
310.430	Occupation Tax - Delinquent	$0
310.510	Occupation Privilege Tax / LST	$10,000
	Total Local Enabling Taxes:	**$491,275**
	Total Taxes:	**$1,925,861**

General Fund 2026 Budget

Licenses & Permits:

320.600	Business Licenses	$0
321.610	Solicitation Permits	$220
322.200	Demolition Permits	$0
367.140	Pavilion Use Permits	$1,400
321.800	Cable Franchise Fees	$35,000
322.820	Street Cut Permit	$2,000
322.900	Vehicle Storage Permit	$200
	Total Licenses & Permits:	**$38,820**

Fines & Forfeitures:

331.130	State Police - Fines	$500
331.110	Vehicle Code Violations	$15,000
331.120	Borough Ordinance Violations	$1,500
331.140	Parking Violations	$500
332.100	Restitution & Settlements	$0
	Total Fines & Forfeitures:	**$17,500**

Interest, Rent & Royalties:

341.010	Interest Earnings	$7,500
342.200	Rents of Property	$0
	Total Interest, Rents & Royalties:	**$7,500**

General Fund 2026 Budget

State Shared Revenue:

351.120	FEMA – Flood Relief	$0
351.121	FEMA – Emergency Snow Removal	$0
351.140	Federal Grants	$42,923
355.050	State Pension Aid	$157,706
355.070	Fireman's Aid Relief Funds	$0
355.000	State Shared Revenue	$0
355.010	Utility Real Estate	$0
355.040	Beverage Licenses	$600
359.000	Payment in Lieu of Taxes	$0
	Total State Shared Revenue:	**$201,228**

General Government:

361.300	Zoning & Subdivision Fees	$0
361.320	Engineer Review & Site Inspection Fees	$0
361.330	Zoning & Subdivision Land Permits	$1,500
361.500	Sale of Maps & Publications	$0
	Total General Government:	**$1,500**

Public Safety:

362.100	Special Police Services	$0
362.110	Accident Report Fee	$500
362.400	Inspection & Review Fees	$22,000
362.410	Building Permit Fee	$5,000

362.420	Electrical Permits	$1,000
362.430	Plumbing Permits	$0
362.450	Use Permit	$0
362.460	Act 13 of 2004 – Permit Fee	$100
362.470	Trailer Park Permits	$0
362.480	Sign Permit	$0
362.490	Renal Inspection Fees	$500
363.510	Contracted Snow Removal Fee	$0
	Total Public Safety:	**$29,100**

Sanitation:

364.320	Ash & Garbage - Current	$429,043
364.330	Ash & Garbage - Prior	$0
364.331	Ash & Garbage - Delinquent	$0
	Total Sanitation:	**$429,043**

Other Financing Sources:

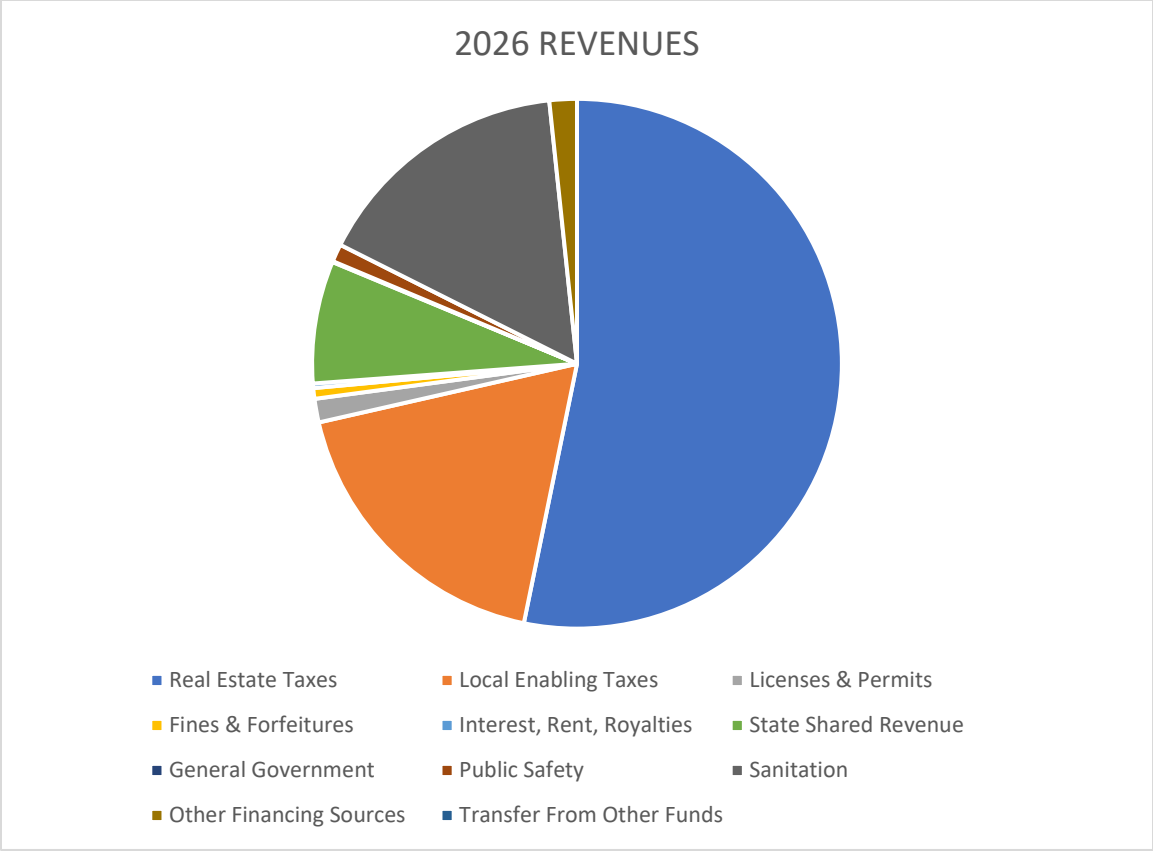
389.000	Miscellaneous Revenue	$25,000
389.010	Fire Department – Misc. Revenue	$20,105
380.020	Police Department – Misc. Revenue	$0
380.030	Highway Department – Misc. Revenue	$0
	Total Other Financing Sources:	**$45,105**

Transfer from Other Fund:

392.080	Sewer Fund	$0

General Fund 2026 Budget

Total Transfer from Other Funds:	**$0**
Total Projected 2026 Revenues:	**$2,695,657**
Total Projected 2026 Expenditures:	**$2,695,657**
Total Revenues Over Expenditures:	**$0**



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Citizens Fire Company #1 of Highspire

2026 Budget

Fire Department 2026 Budget

REVENUES

Rent:

342.200	Rent of Building	$6,000
	Total Rent:	**$6,000**

Fundraising:

367.300	Roast Beef Dinners	$4,000
367.470	Fund Drive	$2,000
367.710	Small Fundraisers	$400
367.720	Easter Flower Sales	$300
367.750	Christmas Tree Sales	$4,500
367.900	All Other Fundraising	$4,000
	Total Fundraising:	**$15,200**

Contributions & Donations:

357.020	Public Safety Grants	$75,000
362.200	Turnpike – Emergency Services	$250
387.000	Donations	$5,000
387.100	Dues / Text Account	$0
387.200	Borough Contribution	$50,000
	Total Contributions & Donations:	**$130,250**

All Other Income:

389.000	All Other Income	$3,000
	Total All Other Income:	**$3,000**
	Total 2026 Revenues:	**$154,450**

Fire Department 2026 Budget

EXPENDITURES

Administrative Costs:

411.210	Office Supplies	$300
411.213	Computer / Copier	$3,000
411.215	Postage	$300
411.226	Cleaning / Paper Supplies	$1,000
411.229	Food / Cooking Supplies	$4,000
411.236	Building Supplies	$1,000
	Total Administrative Costs:	**$9,600**

Operations Costs:

411.231	Fuel / Gasoline	$3,500
411.238	Uniform / PPE	$10,000
411.247	Recreation Supplies	$400
411.250	Flowers / Trees	$3,000
411.251	Vehicle Parts / Maintenance	$5,000
411.260	Equipment Purchases	$3,000
411.338	Vehicle Lease / Improvement	$15,000
411.342	Advertising / Printing	$200
411.374	Machine / Equipment Maintenance	$65,000
	Total Operations Costs:	**$105,100**

Services

411.310	Professional Services	$2,000

Fire Department 2026 Budget

411.311	Accounting / Auditing	$1,500
411.420	Dues / Subscriptions / Licenses	$400
	Total Services Costs:	**$3,900**

Utilities:

411.329	Cable / Internet / Phone	$4,500
411.361	Electricity	$6,000
411.362	Gas	$2,000
411.366	Water	$2,000
411.367	Garbage Removal	$0
411.368	Stormwater Management Fee	$600
411.373	Building Repairs & Maintenance	$5,000
	Total Utilities:	**$20,100**

Other:

411.530	Transfer to PLGIT Account	$0
411.610	General Construction	$8,800
	Total Other:	**$8,800**
	Total Expenditures 2026:	**$147,500**
	Excess Revenues Over Expenditures:	**$6,950**

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2026 Highway Aid

Highway Aid 2026 Budget

Revenues:

	Use of Previous Year Surplus for 2026	$0
355.050	Current Year Allocation	$76,525
355.051	Interest	$500
	Total 2026 Highway Aid Revenues:	**$77,025**

Expenditures:

430.260	Minor Equipment	$2,500
430.740	Major Equipment	$16,429
431.000	Cleaning Streets & Gutters (Moved to MS4)	$0.00
432.000	Snow & Ice Removal	$12,000
433.000	Street Signs & Markings	$3,000
433.100	Traffic Light Maintenance	$8,000
434.000	Street Lighting	$28,596
437.000	Equipment Maintenance	$3,500
438.000	Highway Materials	$3,000
	Total 2026 Highway Aid Expenditures:	**$77,025**
	Excess Revenues Over Expenditures:	**$0**

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2026 Sewer Administration

Sewer Administration 2026 Budget

REVENUES

	Use of Prior Year Surplus for 2026	$200,000
Revenues:		
341.040	Interest	$30,000
364.110	Connection Fees	$0
364.120	Sewer Rents - Local	$1,361,413
389.000	Miscellaneous Revenue	$0
	Total Sewer Administration Revenue:	**$1,391,413**
	Total Available for Appropriation:	**$1,591,413**

EXPENDITURES

Expenditures:		
402.105	Salary – Elected Officials (50%)	$9,213
402.110	Salary – Borough Manager (30%)	$34,484
402.112	Salary – Public Works Superintendent (25%)	$29,225
402.113	Salary – Full-Time	$0
402.114	Salary - Administrative	$56,154
402.194	Payroll Taxes	$10,334
402.196	Group Insurance	$50,655
402.197	Penson Contribution	$11,105
402.210	Office Supplies & Equipment	$9,679
402.213	Computer Hardware / Software	$7,715
402.215	Postage	$5,344
402.300	General Expense	$2,893

Sewer Administration 2026 Budget

402.310	Termination, Consumption Listings, PA One-Call	$1,973
402.311	Auditing & Accounting Services	$4,235
402.313	Engineering	$2,400
402.314	Legal Expenses	$6,100
402.315	Medical Services	$500
402.319	Licenses & Permits	$8,800
402.340	Printing	$4,653
402.350	Insurance	$2,817
402.372	Collection System	$94,706
402.390	Bank Service Charges	$275
402.460	Continuing Education	$0
	Total:	**$353,260**

Other Expenditures:

471.000	Debt Service - Principal	$392,406
472.000	Debt Service – Interest	$62,763
492.070	Administrative Expenses	$20,000
492.790	Capital Reserve	$13,172
492..090	Payment to O & M Account	$714,312
492.010	Transfer to General Fund	$0
	Total 2026 Expenditures:	**$1,238,153**
	Fund Balance as of 12/31/2026:	**$200,000**

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2026 Sewer Operations & Maintenance

Sewer O&M 2026 Budget

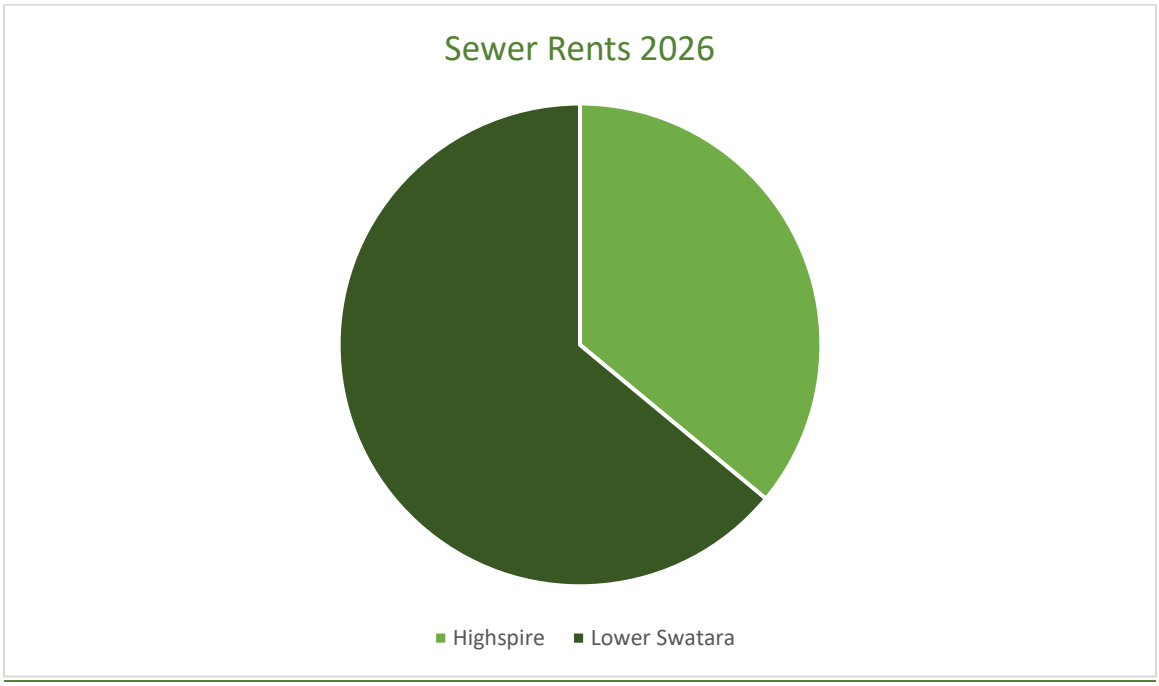
REVENUES

Interest & State Aid:

341.050	Interest	$0
354.060	State Pension Aid	$0
354.080	State Subsidy	$0
	Total:	**$0**

Sewer Rents:

364.120	Sewer Rents – Highspire (36%)	$714,312
364.125	Sewer Rents – Lower Swatara (64%)	$1,269,888
389.000	Miscellaneous Revenue	$0
364.900	Industrial Monitoring	$0
	Total 2026 Revenues:	**$1,984,200**



Sewer O&M 2026 Budget

EXPENDITURES

Personnel:

429.110	Salary – Borough Manager	$22,940
429.112	Salary - Public Works Superintendent	$29,225
429.113	Salary - Full-Time	$394,909
429.114	Salary - Administrative	$37,436
429.150	Salary – Part-Time	$48,356
429.180	Overtime	$4,509
429.189	Shift Differential	$832
429.190	Group Insurance	$244,586
429.194	Payroll Taxes	$41,534
429.197	Pension Contribution	$63,855
	Total Personnel:	**$888,231**

Operations:

429.200	Office Supplies & Equipment	$32,059
429.222	Chemicals	$146,420
429.225	Laboratory	$44,700
429.231	Gasoline	$4,883
429.232	Diesel Fuel	$857
429.235	Lubricants	$14,544
429.237	Materials & Supplies	$8,753
429.238	Uniforms / Safety	$14,400

Sewer O&M 2026 Budget

429.310	Payroll Services	$3,839
429.311	Auditing & Accounting Services	$7,975
429.313	Engineering	$1,500
429.314	Legal Services	$1,000
429.315	Professional Services	$2,489
429.319	Industrial, Pre-Treatment & Hauled Waste Monitoring	$0
429.320	Communications	$7,134
429.330	Vehicle Operation	$18,000
429.340	Advertising, Printing & Postage	$978
429.350	Insurance	$78,884
429.361	Power	$108,000
429.362	Natural Gas / Heat	$8,542
429.365	Sludge Disposal	$247,776
429.366	Water	$23,304
429.370	Maintenance & Repairs	$241,400
429.390	Bank Fees & Charges	$0
429.420	General Expense	$12,099
429.450	Contracted Services	$35,297
429.700	New Equipment / Possible Capital Purchase	$0
429.740	Equipment	$31,135

Total Operations: **$1,095,970**

Total 2026 Expenditures **$1,984,200**

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2026 Stormwater / MS4

Stormwater - MS4 2026 Budget

REVENUES

Beginning Balance:	Use of Prior Year Surplus for 2026	**$0**
Revenues:		
341.050	Interest	$2,000
354.060	State pension Aid	$0
364.120	Stormwater Management Fee	$177,676
389.000	Miscellaneous Revenue	$2,500
392.080	Transfer from Sewer Admin. Fund	$35,500
	Total 2026 Revenues:	**$217,676**
	Total Available for Appropriation:	**$217,676**

EXPENDITURES

Personnel:

446.105	Salary – Elected Officials	$0
446.110	Salary – Borough Manager	$11,495
446.112	Salary – Public Works Superintendent	$9,742
446.113	Salary – Full-Time	$61,394
446.114	Salary – Administrative	$14,531
446.150	Salary – Part-Time	$0
446.180	Overtime	$0
446.190	Group Insurance	$58,031
446.194	Payroll Taxes	$8,118
446.197	Pension Contribution	$12,031
	Total Personnel:	**$175,340**

Stormwater - MS4

2026 Budget

Operations:

446.210	Office Supplies & Equipment	$0
446.213	Computer Hardware / Software	$1,021
446.215	Postage	$0
446.222	Chemicals	$500
446.225	Laboratory	$0
446.231	Gasoline	$0
446.232	Diesel Fuel	$0
446.235	Lubricants	$0
446.237	Materials & Supplies	$143
446.238	Uniforms / Safety	$0
446.260	Minor Equipment	$100
446.300	General Expense	$500
446.310	Payroll Services	$0
446.311	Auditing & Accounting Services	$0
446.313	Engineering	$5,000
446.314	Legal Services	$0
446.319	Industrial Monitoring	$0
446.320	Communications	$119
446.330	Vehicle Operation	$0
446.340	Advertising & Printing	$200
446.350	Insurance	$0

446.361	Power	$0
446.362	Natural Gas / Heat	$0
446.366	Water	$0
446.370	Maintenance & Repairs	$3,058
446.390	Bank Fees & Charges	$0
446.450	Cleaning Streets & Gutters	$10,000
446.700	Capital Purchase	$0
446.740	Equipment	$0
	Total Operatons :	**20,641**

Other Expenditures:

446.372	Collection System	$0
446.790	Stormwater Reserve PLGIT	$0
446.395	Payment to Other Funds – Highspire	$0
492.070	Administrative Expenses – Payment to Authority	$20,000
473.000	Debt Service	$1,695
492.790	Capital Reserve	$0
	Total Other Expenditures:	**$21,695**
	Total 2026 Expenditures:	**$217,676**
	Excess Revenues Over Expenditures:	**$0**

Borough of Highspire

Located in southern Dauphin County on the northeast bank of the Susquehanna River, this ever-evolving community with a rich history is home to 2,741 residents.

Your Community Since 1814

Contact Us

Address
640 Eshelman Street
Highspire, Pennsylvania, 17034

Office Hours
Mon – Fri: 8:00 am - 4:00 pm

P | (717) 939-3303
F | (717) 939-3371
E | debersole@highspire.gov

https://highspire.gov/

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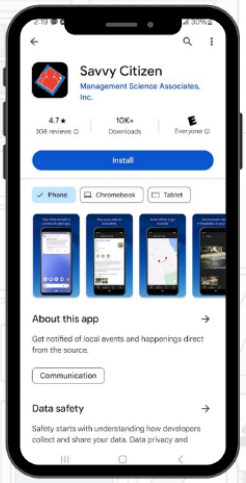

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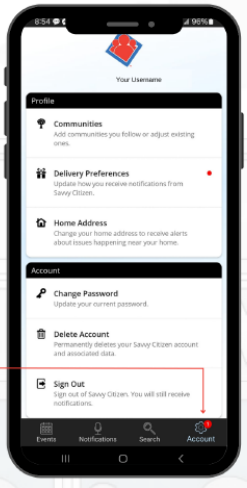
Click on **"Account"** in the bottom right to access personalization features.



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BOROUGH OF HIGHSPIRE
DAUPHIN COUNTY, PENNSYLVANIA

ORDINANCE NO. 661 of 2025

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHSPIRE, DAUPHIN COUNTY, PENNSYLVANIA, FIXING THE AMOUNT OF ANNUAL COMPENSATION TO BE RECEIVED BY THE MAYOR, PRESIDENT OF COUNCIL AND COUNCIL MEMBERS IN AN AMOUNT NOT TO EXCEED THAT AUTHORIZED BY PENNSYLVANIA ACT 131 OF 2024.

WHEREAS, Chapter 10, Section 1001 (e)(2) and Section 10A04 (a)(2) of Pennsylvania Title 8 "The Borough Code" (hereinafter referred to as the Borough Code) authorizes the Mayor, President of Council and Members of Council to receive compensation to be fixed by Ordinance at any time and from time to time; and

WHEREAS, Article III, Section 27 of the Pennsylvania Constitution provides: Changes in Term of Office or Salary Prohibited. No law shall extend the term of any public officer, or increase or diminish his salary or emoluments, after his election or appointment; and

WHEREAS, the Borough Code through Act 131 of 2024 currently authorizes the Boroughs with a population of less than Five Thousand (5,000) a maximum annual compensation of Forty-One Hundred and Ninety Dollars ($4,190.00) per annum for the Mayor, and a maximum annual compensation of Thirty-One Hundred and Forty-Five Dollars ($3,145.00) per annum for the President of Council and Council Members.

WHEREAS, Borough Council has a desire to establish an annual compensation for new members of Council and the Mayor, who will be elected during the 2025 election cycle and thereafter and assume office the first Monday in January, 2026 and thereafter.

WHEREAS, this ordinance shall not result in any compensation for Members of Council or the Mayor who are serving under an existing term at the time of adoption of this ordinance.

BE IT ENACTED AND ORDAINED, the compensation of the Mayor, Council President and Members of Council are to be set by Ordinance at a per annum rate less than that authorized by law, to wit;

a. The Compensation for the Mayor and Council President is Twenty-Four Hundred Dollars ($2,400.00) per annum.

b. The Compensation for the Members of Council is Twenty-One Hundred Dollars ($2,100.00) per annum.

WHEREAS, elected officials may decline this pay, with written notification, directed to the Borough Manager prior to the first meeting in January.

SEVERABILITY. If any provision, sentence, clause, section or part of this ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of the Borough Council of Highspire that this Ordinance would have been adopted

had such unconstitutional, illegal or invalid provision, sentence, clause, section or part thereof not been included herein.

REPEALER. All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of any such inconsistency.

EFFECTIVE DATE. This Ordinance shall become effective for each elected position in accordance with the Borough Code.

ENACTED AND ORDAINED, this 18th day of November, 2025.

BOROUGH COUNCIL
BOROUGH OF HIGHSPIRE

Attest:

_____
Michael J. Anderson, Council President

_____
Mark L. Stonbraker, Borough Secretary

APPROVED this 18th day of November, 2025 by the Mayor of the Borough of Highspire, Dauphin County, Pennsylvania.

By: _____
Von E. Hess, Mayor

The Proposed Ordinance will be considered for adoption at the regular meeting of the Highspire Borough Council on November 18, 2025 at 7:00 p.m. at the Highspire Borough Municipal Building. All interested residents are encouraged to attend.

HIGHSPIRE BOROUGH COUNCIL
RESOLUTION NO. 23 – 2025

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF HIGHSPIRE ("THE BOROUGH"), DAUPHIN COUNTY, PENNSYLVANIA, AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE BOROUGH AND VERIZON PENNSYLVANIA LLC (THE "FRANCHISEE")

WHEREAS, the Franchisee is a "cable operator" and the Borough is a "local franchising authority" in accordance with Title VI of the Communications Act (see 47 U.S.C. § 522(5), (10)) and the Borough is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Borough pursuant to Title VI of the Communications Act;

WHEREAS, the Borough previously granted to the Franchisee a nonexclusive Franchise to install, maintain, extend, and operate a Cable System in the Borough (the "Prior Franchise");

WHEREAS, the Franchisee has operated a Cable System in accordance with the Prior Franchise on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network ("FTTP Network") in the Borough which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or any Franchise;

WHEREAS, the Franchisee has requested that the Borough renew the Prior Franchise to provide Cable Service to residents of the Borough;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Borough undertook a process to determine whether it should renew the Prior Franchise and the terms for such a renewal;

WHEREAS, the Borough has examined the past performance of the Franchisee and has identified the Borough's future cable-related needs and interests;

WHEREAS, following good faith negotiations between the parties, the Borough and the Franchisee have agreed on the terms for a Franchise Renewal Agreement (the "Agreement") under which the Franchisee will continue to operate its Cable System in the Borough; and

WHEREAS, the Borough has determined that the Agreement and the process for consideration of the Agreement complies with all applicable federal, state and local laws and regulations.

NOW THEREFORE, BE IT RESOLVED that the Borough Council does hereby approve the Agreement, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement.

RESOLVED this 18th day November, 2025, by the Borough Council of the Borough of Highspire, Dauphin County, Pennsylvania.

BOROUGH COUNCIL
BOROUGH OF HIGHSPIRE

ATTEST:

_____
Michael J. Anderson, Council President

_____
Mark L. Stonbraker, Borough Secretary

IWORQ SERVICE AGREEMENT
For iWorQ applications and services

Highspire Borough here after known as ("Customer"), enters into THIS SERVICE AGREEMENT ("Agreement") with iWorQ Systems Inc. ("iWorQ") with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ's authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation. iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ's service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer's data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Acquisition of data is the responsibility of the client; iWorQ will not be involved in negotiation for data with third parties.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.

4. CUSTOMER DATA:

Customer data will be stored in AWS GovCloud. iWorQ will use commercially reasonable efforts to backup, store and manage customer data. IWorQ does backups twice per week and onsite backups twice per week. Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management services(s), onsite backups application(s) and other service(s).

Data upload and usage is provided to every customer. This includes uploading files up to 25MB and 100GB of managed data usage on AWS GovCloud. Additional upload file sizes and managed data usage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customers can upload and store images with personal information like driver's license, and more. This data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the sensitive data upload section of the iWorQ software for access and security purposes.

IWorQ is not responsible for: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizen over the web, and (4) For data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support requests are typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoices by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by the Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.
Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing

7. TERMINATION:

Either party may terminate this agreement after the initial 3-Year Term, without cause if the terminating party gives the other party sixty (60) days written notice. Should the Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should the Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than $2500 per copy. Please note, if the Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data.

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.

10.CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____Title_____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact_____ Title _____

Office Phone _____ Cell (required)_____

Email _____

11. CUSTOMER BILLING INFORMATION:

Billing Contact_____ Title_____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID #_____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representatives of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____ Effective Date: _____

Printed Name _____

Title _____

Office Number_____

Cell Number _____

iWorQ Service(s) Agreement
APPENDIX A

iWorQ Price Proposal

Highspire Borough	Population- 2,741
640 Eshelman St, Highspire, PA 17034	Prepared by: Ben Freeman and Joseph Vernon

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Community Development (Basic) *Permit Management *Code Enforcement -Available on any computer, tablet, or mobile device using Chrome Browser -Track permits and cases with customizable reporting -Track fees and payments -Inspection and plan review tracking -Track violations, activities and follow ups -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -OpenStreetMap tracking abilities with quarterly updates -Free forms, letters, and/or permits utilizing iWorQ's template library, and up to 3 custom letters	$2,500	Annual
Subscription Fee Total (This amount will be invoiced each year)	**$2,500**	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Package Price	Billing
Implementation and Setup cost year 1	$1,700	Year One
Up to 5 hours of GIS integration and data conversion	Included	Year One
Data Conversion	Included	Year One

Grand Total Due Year 1	$4,200	Year One Total

NOTES AND SERVICE DESCRIPTION

I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out immediately upon execution of the contract. Payment terms are net 30 days from the invoice date.

II. This subscription Fee and Agreement have been provided at the Customer's request and is valid until November 21st, 2025.

III. This cost proposal cannot be disclosed or used to compete with other companies.

DAUPHIN COUNTY LOCAL SHARE MUNICIPAL GRANT AGREEMENT

No. 2025-35

This GRANT AGREEMENT dated _____, 2025 ("Agreement"), is made by and between the County of Dauphin (the "County") and the Highspire Borough (the "Grantee").

WHEREAS, the County is a third class county and is a body corporate and politic of the Commonwealth of Pennsylvania (the "Commonwealth"), duly created and validly subsisting under the Pennsylvania Constitution and laws of the Commonwealth; and

WHEREAS, pursuant to the Pennsylvania Race Horse Development and Gaming Act, Act No. 71 of 2004 of the General Assembly of the Commonwealth, approved July 5, 2004 (P.L. 572), as amended and as codified at 4 Pa. C.S. §1101 *et seq*. (the "Gaming Act"), the County receives a share of the gross terminal revenue generated from the slot machines in operation at the Hollywood Casino at Penn National Racecourse (the "Facility"); and

WHEREAS, the County is authorized under the Gaming Act to award municipal grants to be used to fund the costs of human services, infrastructure improvements, facilities, transportation, emergency services, health and public safety expenses, and public interest initiatives utilizing a portion of the local share gaming funds received by the County under the Gaming Act; and

WHEREAS, the County conducted a public, transparent and competitive grant application, review and selection process for the purposes of distributing that portion of its local share gaming funds dedicated for municipal grants; and

WHEREAS, the County has designated the Dauphin County Industrial Development Authority (the "Authority"), a public instrumentality of the Commonwealth of Pennsylvania and a body politic and corporate created by action of the Board of Commissioners of the County under the Pennsylvania Economic Development Financing Law, Act of August 23, 1967, P.L. 251, as amended and supplemented, as the administrator of the local share municipal grants awarded by the County for purposes of Section 1403(c)(2)(v) of the Gaming Act; and

WHEREAS, Grantee submitted to the County a Local Share Municipal Grant Application requesting funding for the DCIB Loan Debt Reduction to Improve Roadway Safety on Lumber Street project, as more specifically set forth in Grantee's Local Share Municipal Grant Application (the "Project"); and

WHEREAS, due to the County's sponsorship of the Project, Grantee is an eligible entity to receive a grant of local share gaming funds from the County under the Gaming Act; and

WHEREAS, the Project is the type of project eligible for municipal grant funding pursuant to the Gaming Act; and

WHEREAS, the Project is among the projects selected by the County to receive an award of local share gaming funds from County dedicated funds in the form of a municipal grant in the amount of $100,000.00 (the "Grant") to Grantee exclusively for uses related to the Project, subject to and in accordance with applicable law and the terms hereof; and

WHEREAS, the County has received the local share gaming funds to be utilized to fund the Grant, which are being held by the County and/or the Authority and are available for disbursement to pay costs of the Project in accordance with this Agreement, subject to proper documentation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. County to Provide Grant.

(a) The County agrees to provide the Grant, or such portion thereof as may be required, to the Grantee to pay the costs of the Project, subject to applicable law and in accordance with the terms hereof. The exclusive purpose and use of the Grant shall be for payment of costs related to the Project. Any portion of the Grant that is not required or expended to complete the Project shall be forfeited and revert to the County as uncommitted funds under Section 1403(c)(2)(v) of the Gaming Act. This Agreement is not binding in any way, nor will the County be bound, until this document has been fully executed by all parties. Any costs incurred by the Grantee prior thereto are incurred at the Grantee's risk.

(b) Municipalities are prohibited from charging sponsorship fees for sponsoring projects. Under no circumstances shall the Grant be used to pay an administrative fee or other fees related to municipal sponsorship for this Project.

2. Grant Administration.

(a) The County designates the Authority as the administrator of the Grant, and empowers the Authority and its officers, employees, agents and representatives to exercise its rights and discharge its responsibilities under this Agreement. Wherever it is stated in this Agreement that the Authority may take, or refrain from taking, any action, the Authority may take, or refrain from taking, such action by its Executive Director, without the need for any prior approval or formal action by the Board of Directors of the Authority. The Authority's status in relation to this Agreement is limited to, and solely as, an agent for the County. The Authority is not a party to this Agreement, and it has no rights, powers or privileges under this Agreement independent of, separate from or in addition to those of the County. The parties expressly agree that the Authority shall have no obligation, responsibility or liability under this Agreement independent of, separate from or in addition to that of the County. Notwithstanding the foregoing, the County reserves the right to authorize any of its officers, employees, agents or representatives to exercise its rights or take any action of the County authorized under this Agreement. Wherever it is stated in this Agreement that the Authority may take, or refrain from taking, any action, the County may directly take, or refrain from taking, such action.

(b) At a time designated by the Authority, the Grantee and Authority shall participate in an initial grant administration meeting. Thereafter, the Authority may call grant administration meetings as necessary and at times determined by it, after a good faith attempt to accommodate Grantee as to the meeting date and time. Grantee's unexcused failure or refusal to attend grant administration meetings called by the Authority shall constitute a breach of this Agreement.

3. Requests for Funding. Grantee shall submit a written request for funding to the Authority no more than once every thirty (30) days, or at such other interval agreed to by the Authority, for payment of expenses generated by the Project supported by documentation in a form required by and acceptable to the Authority ("Request for Funding"). Each Request for Funding shall be approved by the Grantee's governing body prior to submission to the Authority. All Requests for Funding and supporting documentation shall be submitted by Grantee to the Authority at the address designated in Section 13 hereof regarding notices to the County.

4. Payment of Requests for Funding. The Authority shall, within ten (10) days after receipt by the Authority of the written Request for Funding, determine the sufficiency of the Request for Funding and, if acceptable, take the steps necessary to make payment in respect thereof to the Grantee, the amount of which payment shall be deducted from the total amount of the Grant. The Authority may, in its discretion, withhold payment and request additional documentation demonstrating the completion of the services by the contractor(s) for the amount in the Request for Funding. The Authority, on behalf of the County, shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Agreement. Requests for Funding referencing administrative fees charged by a municipal sponsor shall be disapproved by the Authority.

5. Submission of Progress Reports. Grantee shall submit to the Authority every ninety (90) days following the execution of this Agreement a "Progress Report" detailing the status of the Project. Grantee shall also cause to be delivered to the Authority such other information related to the Project as the Authority may reasonably require from time to time, in form and substance reasonably satisfactory to the Authority, as necessary to insure compliance by Grantee with this Agreement. All Progress Reports and related information shall be submitted by Grantee to the Authority at the address designated in Section 13 hereof regarding notices to the County.

6. Timely Use of Funds.

(a) If the Grantee fails to initiate the Project and/or expend Grant Funds by May 1, 2026, then the Grant shall automatically be revoked, with no further action required by the County to effectuate the revocation, and the funds for the Grant shall be considered uncommitted funds under Section 1403(c)(2)(v) of the Gaming Act. If the Grant is revoked pursuant to these terms, then the County shall have no liability or further obligation under this Agreement. The County shall have the right, in its sole discretion, to reinstate the Grant.

(b) If any portion of the Grant provided for the Project is not used by Grantee within three (3) years from the date of this Agreement, the parties hereto shall meet to discuss the status of the Project and the County's funding of the same. Unless and until the County and the

Grantee reach an agreement as to completion of the Project and expenditure of the balance of the Grant, the County shall be under no obligation to make additional disbursements of Grant moneys. If the parties have not reached such an agreement within ninety (90) days of the three-year anniversary date, the Grant shall automatically be revoked, with no further action required by the County to effectuate the revocation, and any remaining Grant funds shall be considered uncommitted funds under Section 1403(c)(2)(v) of the Gaming Act. If the Grant is revoked pursuant to these terms, then the County shall have no liability or further obligation under this Agreement. The County shall have the right, in its sole discretion, to reinstate the Grant.

7. Term. Except as otherwise set forth herein, this Agreement shall be effective as of the date of the full execution of this Agreement and shall continue to be in force until the completion of the Project unless revoked or otherwise terminated in accordance with this Agreement.

8. Records, Audits and Inspection.

(a) Grantee shall maintain, at its principal office or place of business, books, records, documents, correspondence, data and other materials, along with any other evidence pertaining to the costs and expenses of the Project and application of the Grant, to the extent and in such detail as is commercially reasonable and as will properly reflect all costs, direct, administrative and operating, of the acquisition of real estate, labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Grant and/or which are related to the Project (collectively the "Records"). The Records required under this Section shall be maintained in accordance with generally accepted accounting principles ("GAAP"). Grantee agrees to require any permitted contractors, subcontractors, assigns, or agents to comply with the record keeping and retention requirements of this Section.

(b) Grantee shall retain the Records and make them available for a period ending the later of (i) three years after final payment is made by Grantee with funds awarded under this Grant, (ii) three years after the Grant has expired pursuant to this Agreement, or (iii) three years after the effective date of any revocation or termination of the Grant.

(c) At any time during normal business hours and as often as the Authority deems necessary, the Authority, or its authorized representatives, shall have the right to examine, audit and make copies of the Records of the Grantee, and its contractors, subcontractors, assigns or agents, at any time during the term of this Agreement and the period set forth in subparagraph (b). Audits conducted under this subparagraph will be at no additional cost to the Grantee. Should an audit identify any expenditures which, as determined by the Authority, do not comply with the terms and conditions of this Agreement, money expended in relation to such expenditures will be refunded, with interest, to the County by Grantee.

(d) The Authority, or its authorized representatives, will monitor and inspect the Project and shall have access to the Project site and all information or documents relating to Project activities throughout the course of the funding and/or construction phases of the Project.

(e) Unless excused by the Authority, Grantee shall be required to perform, and shall be financially responsible for, a final close-out audit for the Project (the "Project Audit"). The Project Audit shall be delivered to the Authority within 120 days of the earlier of (i) the completion of the Project, (ii) the termination of the Project, or (iii) the revocation or termination of this Agreement. The Project Audit shall be performed by a certified public accountant designated or approved by the County. The Project Audit must be a financial audit conducted in accordance with the provisions of the U.S. General Accounting Office's Government Auditing Standards, current revision, and contain all of the Commonwealth of Pennsylvania, Department of Community and Economic Development's "Procedures for Closeout of Contracts." Grantee agrees that, if the Project Audit of the Grant as accepted by the Authority discloses that the full amount of the Grant was not required to complete the Project or that amounts were improperly used, then the unused or improperly used portion of the Grant amount shall be repaid by the Grantee to the County, with interest, unless otherwise directed in writing by the County. All terms and conditions of this Agreement will remain in effect and be binding upon the parties until the Project Audit is submitted to and accepted by the County and any audit exceptions identified therein are resolved.

9. Warranties and Acknowledgments. The Grantee represents and warrants to the County that:

(a) Grantee is a public body corporate and politic, duly organized and existing under the laws of the Commonwealth, and is authorized and empowered to undertake and complete the Project.

(b) Grantee is authorized and empowered to enter into this Agreement and to carry out its obligations hereunder. By proper action of its governing body, Grantee has duly authorized the execution and delivery of this Agreement.

(c) The undertaking and completion of the Project and the execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with or constitute on the part of the Grantee a violation of, breach of or default under its by-laws or any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the Grantee is bound or, to the knowledge of the Grantee, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Grantee or any of its activities or properties; and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the Project have been obtained or will be obtained in due course; and the Grantee will comply with all applicable laws, regulations and procedures in undertaking all aspects of the Project.

(d) There is no action, suit, proceeding or investigation at law or in equity pending against the Grantee by or before any court or public agency or, to the knowledge of the Grantee, any basis therefor, wherein any unfavorable decision, ruling or finding would adversely affect the validity or efficacy of this Agreement, or any agreement or instrument to which the Grantee is a party and which is used or contemplated for use in connection herewith or with the Project.

(e) No legislation has been enacted which in any way adversely affects the execution and delivery of this Agreement by the Grantee, or the creation, organization or existence of the Grantee or the titles to office of any officers thereof, or the power of the Grantee to undertake and complete the Project and otherwise to carry out its obligations under this Agreement.

(f) The Grantee is not a party to any indenture, loan or credit agreement or any other agreement, resolution, contract, instrument, pension plan, pension trust, employee benefit or welfare plan, or subject to any restriction which may reasonably be expected to have an adverse effect on its ability to carry out its obligations under this Agreement.

10. Selection of Contractors. Grantee shall be solely responsible for selection of contractors. The County shall have no role in the selection of any organization, individual or entity who may be called upon to work on the Project, nor will the County have any responsibility for the manner in which such work is performed. Grantee shall be solely responsible for complying and assuring compliance with all applicable laws, regulations and procedures for selecting contractors and any other persons or entities performing work on the Project. The County may require the Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the County may result in termination of the Agreement and forfeiture and/or repayment of all or a portion of the funds available under this Grant.

11. Indemnification of County.

(a) Grantee will indemnify and hold the County, the members of the Board of Commissioners, the County's officers, employees, representatives and agents, the Authority, and the Authority's officers, employees, representatives and agents (the "County Indemnified Parties") harmless from and against any loss, cost, damage or expense of any kind whatsoever arising from, out of, or in connection with the Project, the performance of services upon the Project or otherwise related to the Grant, including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise, and shall defend, at the County's election, any and all actions brought against the County Indemnified Parties upon such claims or demands.

(b) It is understood and agreed that Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the County and Authority, without restriction, from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including claims by business and non-business invitees, and involving their property and all other property sustaining damage as a direct or indirect result of the undertaking of the Project, when validly present on Grantee's premises, whether or not actually engaged in the Project, at the time the claim inures. Such policies shall not include any provision limiting the then existing sovereign immunity of the County or of its agents or employees. Grantee shall furnish to the Authority a copy of the liability policy endorsing the County and Authority as Additional Insureds without restriction at execution of this Agreement.

(c) Grantee shall require each and every contractor or subcontractor for the Project to indemnify and save and hold harmless the County Indemnified Parties against any demand, claim, suit, loss, costs, or damages arising out of or relating to or with their performance of services upon the Project.

12. No Consent to Jurisdiction. By entering into this Agreement, the County does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the County.

13. Notice; Parties to Act through Designated Representatives.

(a) Any notice required hereunder shall be made in writing and delivered by hand delivery or email transmission, with a copy to follow by first class mail, addressed as set forth below. Notice shall be effective on the date given.

IF TO COUNTY: George Connor, Executive Director
Dauphin County Industrial Development Authority
2 S. Second Street, Room 124
Harrisburg, Pennsylvania 17101
EMAIL: gconnor@dauphincounty.gov

With a copy to: LaToya Winfield Bellamy, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, Pennsylvania 17101
EMAIL: lbellamy@eckertseamans.com

Or such other counsel as the County shall designate by notice as herein required.

IF TO GRANTEE: Mr. Mark Stonbraker
Highspire Borough
640 Eshelman Street
Highspire, Pennsylvania 17034
EMAIL: mstonbraker@highspire.gov

(b) Whenever it is herein stated that either the County or the Grantee may, or is to take some action, all may act through the above-designated recipient of notice hereunder or such person's designee and the signature of such designated person on any writing required or permitted hereunder shall be sufficient for all purposes hereof, unless the party purporting to rely on the same has actual knowledge at the pertinent time that would preclude such reliance.

14. Termination and Suspension.

(a) Grantee's performance of the Project and fulfillment of its obligations under this Agreement shall be regularly evaluated by the County. If the County, in its sole discretion, determines that Grantee has not met its obligations hereunder, the County reserves the right to terminate this Agreement upon giving not less than ten (10) days' notice to Grantee. The grounds for such notice include, but are not limited to, any of the following reasons:

(i) Failure of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(ii) Audit exceptions or irregularities involving Grant or other Project funds;

(iii) Violation of any of the warranties, representations or covenants of this Agreement;

(iv) Violation of laws applicable to the implementation of the Project;

(v) Misuse of funds, gross mismanagement, criminal activity, fraud or malfeasance in the implementation of the Project or administration of the Grant; and

(vi) When, in the determination of the County, the Project cannot be continued in such a manner as to adequately fulfill the intent of the Project as presented to the County in relation to this Grant due to an act of God, strike or disaster.

Notwithstanding the foregoing, the County may, in its discretion, annul such termination by notice to the Grantee.

(b) In the event the County exercises such right of termination, the County shall be without further liability whatsoever to the Grantee under this Agreement, except for pending Requests for Funding which have not been paid and which are otherwise approved under the terms and conditions of this Agreement and incurred prior to the notice of termination. Grantee agrees that it shall not be entitled to any damages whatsoever in the event of such termination.

(c) Upon written notice to the Grantee and at any time during the term of this Agreement, the County may immediately suspend payments under this Agreement for any, or upon suspicion of any, of the reasons identified in subparagraph (a). In the event of such a suspension, the County shall be without further liability whatsoever to the Grantee under this Agreement for the duration of the suspension, except for pending Requests for Funding which have not been paid and which are otherwise approved under the terms and conditions of this Agreement and incurred prior to the notice of suspension. Grantee agrees that it shall not be entitled to any damages whatsoever in the event of such suspension. If the suspension is not lifted within 45 days of the date of the notice, the parties shall meet to discuss the Project and the reasons giving rise to the suspension. The County, in its sole discretion, shall determine the basis and timing for lifting the suspension.

15. Waiver of Causes of Action. In consideration of the Grant, the Grantee hereby covenants not to institute any legal proceedings against the County, the Board of Commissioners of the County, the Authority or the County or Authority's respective officers, employees, agents or representatives in connection with the Grant or the Project, and hereby waives any rights it may have to bring any such proceedings.

16. Public Acknowledgment.

(a) All publicity or ceremony regarding the Grant shall be cleared in advance with the County. No announcement of the Grant may be made without the County's prior consent. Grantee agrees to participate in and cooperate with the County in the planning and conduct of a public ceremony acknowledging the award of the Grant.

(b) Any publication concerning the Project shall acknowledge that it was financed by, or financed in part by, "a grant from the Dauphin County Commissioners." Acknowledgement of County financial assistance may be combined with acknowledgement of other funding sources on Project signs or in Project publications.

(c) In addition to the public acknowledgement discussed in subparagraph (b), and at its election, the County shall have the right to place or erect its own signage regarding the County financial assistance for the Project at or on the Project site. County signage may be erected any time after the full execution of this Agreement and shall remain on the Project site for the duration of the Project and for up to 30 days after completion of the Project. County signage will be erected and maintained at the County's expense. The County will cooperate with the Grantee in determining the location of any County signage; provided, however, that any County signage must be clearly visible from any public streets or thoroughfares surrounding the Project site. In the event of a revocation or termination of the Grant, the County will remove all signage within 20 days of the effective date thereof.

17. No Third Party Beneficiaries. No provision of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. The Agreement shall be interpreted solely to define specific duties and responsibilities between the County and the Grantee, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

18. Assignment, Transfer or Collateral Use. The Grantee shall not assign any interest in this Grant, and shall not transfer any interest in this Grant by novation or assignment, without the prior written consent of the County, which consent may be granted or withheld at the County's discretion. Approval of such assignment shall not release or relieve Grantee from any liability or obligation to perform under this Agreement. Nor shall such approval establish any legal relationship between the County and any other third party, and under no circumstances shall the County be held liable for any act or omission committed pursuant to such an assignment.

19. Relationship of the Parties. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purposes of

effecting the terms of this Agreement. The parties are not, and will not be construed to be, in a relationship of joint venture or partnership. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as is explicitly provided herein. Each party will be solely responsible for the acts and omissions of its officers, employees, agents, representatives, contractors and subcontractors, if any.

20. Compliance with Applicable Laws. Grantee agrees, for itself and its employees, agents, successors, and assigns, that it will comply with all laws, regulations, ordinances and court or administrative orders, local, state and federal, applicable to the implementation of the Project and administration of the Grant. Grantee acknowledges that this agreement is subject to all requirements set forth herein and further agrees that it will comply with future requirements determined by the County as necessary.

21. Non-Waiver of Remedies. Consent by the County to a waiver of any requirement of this Agreement, or to a breach of any such requirement by Grantee, shall not preclude the County from exercising any of its contractual or equitable remedies to any subsequent violation of the terms and provisions of this Agreement. No delay or failure on the part of the County in exercising any right, power or privilege hereunder shall affect such right, power or privilege. The rights and remedies of the County hereunder are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The County shall have the right at all times to enforce the provisions of this Agreement in accordance with the terms hereof notwithstanding any conduct or custom on the part of the County in refraining from so doing at any time or times.

22. Limited Liability of the County. The liability of the County hereunder shall be enforceable only out of the local share gaming funds available for the purpose hereunder, and there shall be no other recourse by Grantee against the County, the Board of Commissioners, the Authority, their respective officers, employees, agents, representatives, past, present or future, or any of the property now or hereafter owned by it or them, either directly or indirectly. Any judgment for such liability shall be marked by the prothonotary or court administrator of any court in which it is recorded as being enforceable only out of such funds. All such other or additional recourse or liability is hereby expressly waived and released as a condition of and consideration for execution and delivery of this Agreement.

23. Integration Clause. This Agreement and any attachments hereto constitute the entire agreement between the parties. No agent, representative, employee or officer of the County or Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, or changes to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by all parties in accordance with Section 24.

24. Amendment. This Agreement may not be amended except upon written consent of all parties hereto.

25. Change of Law. In the event that the Gaming Act is amended by the Pennsylvania state legislature to decrease, eliminate or otherwise adversely impact, or any other legislative or judicial action is taken that results in a decrease, the elimination of, or an adverse impact on, the local share assessment amounts paid to the County under the Gaming Act or any other provision of the law, the County reserves the right to revoke the Grant.

26. Governing Law, Construction and Forum Selection. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. The parties agree that the Court of Common Pleas of Dauphin County is the most convenient forum for each party for the adjudication of any dispute concerning this Agreement, and therefore any cause of action raised in relation to this Agreement shall be heard in the Court of Common Pleas of Dauphin County.

27. Counterparts. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other party by electronic transmission. In such event, such party shall forthwith deliver to the other party an original counterpart of this Agreement executed by such party.

28. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Agreement.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have caused this Agreement to be duly executed on their behalf by their authorized officers and applicably attested, all as of the day and year first above written.

ATTEST:

By: _____
Eric Hagarty
Chief Clerk/Chief of Staff

COUNTY OF DAUPHIN

By: _____
Justin Douglas
Chairman

By: _____
Mike Pries
Commissioner

By: _____
George P. Hartwick, III
Commissioner

ATTEST:

By: _____
Mark L. Stonbraker
Borough Manager
Witness

GRANTEE: Highspire Borough

By: _____
Michael J. Anderson
Council President
Authorized Officer

DAUPHIN COUNTY LOCAL SHARE MUNICIPAL GRANT AGREEMENT

No. 2025-34

This GRANT AGREEMENT dated October 28, 2025 ("Agreement"), is made by and between the County of Dauphin (the "County"), Citizens Fire Co. #1 of Highspire, Inc.("Grantee") and Highspire Borough ("Co-Grantee").

WHEREAS, the County is a third class county and is a body corporate and politic of the Commonwealth of Pennsylvania (the "Commonwealth"), duly created and validly subsisting under the Pennsylvania Constitution and laws of the Commonwealth; and

WHEREAS, pursuant to the Pennsylvania Race Horse Development and Gaming Act, Act No. 71 of 2004 of the General Assembly of the Commonwealth, approved July 5, 2004 (P.L. 572), as amended and as codified at 4 Pa. C.S. §1101 *et seq*. (the "Gaming Act"), the County receives a share of the gross terminal revenue generated from the slot machines in operation at the Hollywood Casino at Penn National Racecourse (the "Facility"); and

WHEREAS, the County is authorized under the Gaming Act to award municipal grants to be used to fund the costs of human services, infrastructure improvements, facilities, transportation, emergency services, health and public safety expenses, and public interest initiatives utilizing a portion of the local share gaming funds received by the County under the Gaming Act; and

WHEREAS, the County conducted a public, transparent and competitive grant application, review and selection process for the purposes of distributing that portion of its local share gaming funds dedicated for municipal grants; and

WHEREAS, the County has designated the Dauphin County Industrial Development Authority (the "Authority"), a public instrumentality of the Commonwealth of Pennsylvania and a body politic and corporate created by action of the Board of Commissioners of the County under the Pennsylvania Economic Development Financing Law, Act of August 23, 1967, P.L. 251, as amended and supplemented, as the administrator of the local share municipal grants awarded by the County for purposes of Section 1403(c)(2)(v) of the Gaming Act; and

WHEREAS, Grantee submitted to the County a Local Share Municipal Grant Application, in conjunction with Co-Grantee as a co-applicant, requesting funding for the Refurbishment of the E-One Cyclone engine, as more specifically set forth in the Local Share Municipal Grant Application (the "Project"); and

WHEREAS, due to the County's sponsorship of the Project, Co-Grantee is an eligible entity to receive a grant of local share gaming funds from the County under the Gaming Act; and

WHEREAS, the Project is the type of project eligible for municipal grant funding pursuant to the Gaming Act; and

WHEREAS, the Project is among the projects selected by the County to receive an award of local share gaming funds from County dedicated funds in the form of a municipal grant in the amount of $50,000.00 (the "Grant") to Grantee and Co-Grantee exclusively for uses related to the Project, subject to and in accordance with applicable law and the terms hereof; and

WHEREAS, the County has received the local share gaming funds to be utilized to fund the Grant, which are being held by the County and/or the Authority and are available for disbursement to pay costs of the Project in accordance with this Agreement, subject to proper documentation.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

1. County to Provide Grant.

(a) The County agrees to provide the Grant, or such portion thereof as may be required, to the Grantee to pay the costs of the Project, subject to applicable law and in accordance with the terms hereof. The exclusive purpose and use of the Grant shall be for payment of costs related to the Project. Any portion of the Grant that is not required or expended to complete the Project shall be forfeited and revert to the County as uncommitted funds under Section 1403(c)(2)(v) of the Gaming Act. Co-Grantee has no independent right or claim to the Grant separate and distinct from the Grantee and the Project. This Agreement is not binding in any way, nor will the County be bound, until this document has been fully executed by all parties. Any costs incurred by the Grantee prior thereto are incurred at the Grantee's risk.

(b) Municipalities are prohibited from charging sponsorship fees for sponsoring projects. Under no circumstances shall the Grant be used to pay an administrative fee or other fees related to municipal sponsorship for this Project.

2. Grant Administration.

(a) The County designates the Authority as the administrator of the Grant, and empowers the Authority and its officers, employees, agents and representatives to exercise its rights and discharge its responsibilities under this Agreement. Wherever it is stated in this Agreement that the Authority may take, or refrain from taking, any action, the Authority may take, or refrain from taking, such action by its Executive Director, without the need for any prior approval or formal action by the Board of Directors of the Authority. The Authority's status in relation to this Agreement is limited to, and solely as, an agent for the County. The Authority is not a party to this Agreement, and it has no rights, powers or privileges under this Agreement independent of, separate from or in addition to those of the County. The parties expressly agree that the Authority shall have no obligation, responsibility or liability under this Agreement independent of, separate from or in addition to that of the County. Notwithstanding the foregoing, the County reserves the right to authorize any of its officers, employees, agents or representatives to exercise its rights or take any action of the County authorized under this

Agreement. Wherever it is stated in this Agreement that the Authority may take, or refrain from taking, any action, the County may directly take, or refrain from taking, such action.

(b) At a time designated by the Authority, the Grantee and Authority shall participate in an initial grant administration meeting. Thereafter, the Authority may call grant administration meetings as necessary and at times determined by it, after a good faith attempt to accommodate Grantee as to the meeting date and time. Grantee's unexcused failure or refusal to attend grant administration meetings called by the Authority shall constitute a breach of this Agreement.

3. Requests for Funding. Grantee shall submit a written request for funding to the Authority no more than once every thirty (30) days, or at such other interval agreed to by the Authority, for payment of expenses generated by the Project supported by documentation in a form required by and acceptable to the Authority ("Request for Funding"). Each Request for Funding shall be approved by the Grantee's governing body prior to submission to the Authority. All Requests for Funding and supporting documentation shall be submitted by Grantee to the Authority at the address designated in Section 13 hereof regarding notices to the County.

4. Payment of Requests for Funding. The Authority shall, within ten (10) days after receipt by the Authority of the written Request for Funding, determine the sufficiency of the Request for Funding and, if acceptable, take the steps necessary to make payment in respect thereof to the Grantee, the amount of which payment shall be deducted from the total amount of the Grant. The Authority may, in its discretion, withhold payment and request additional documentation demonstrating the completion of the services by the contractor(s) for the amount in the Request for Funding. The Authority, on behalf of the County, shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Agreement. Requests for Funding referencing administrative fees charged by a municipal sponsor shall be disapproved by the Authority.

5. Submission of Progress Reports. Grantee shall submit to the Authority every ninety (90) days following the execution of this Agreement a "Progress Report" detailing the status of the Project. Grantee shall also cause to be delivered to the Authority such other information related to the Project as the Authority may reasonably require from time to time, in form and substance reasonably satisfactory to the Authority, as necessary to insure compliance by Grantee with this Agreement. All Progress Reports and related information shall be submitted by Grantee to the Authority at the address designated in Section 13 hereof regarding notices to the County.

6. Timely Use of Funds.

(a) If the Grantee fails to initiate the Project and/or expend Grant Funds by May 1, 2026, then the Grant shall automatically be revoked, with no further action required by the County to effectuate the revocation, and the funds for the Grant shall be considered uncommitted funds under Section 1403(c)(2)(v) of the Gaming Act. If the Grant is revoked pursuant to these terms, then the County shall have no liability or further obligation under this Agreement. The County shall have the right, in its sole discretion, to reinstate the Grant.

(b) If any portion of the Grant provided for the Project is not used by Grantee within three (3) years from the date of this Agreement, the parties hereto shall meet to discuss the status of the Project and the County's funding of the same. Unless and until the County, the Grantee and the Co-Grantee reach an agreement as to completion of the Project and expenditure of the balance of the Grant, the County shall be under no obligation to make additional disbursements of Grant moneys. If the parties have not reached such an agreement within ninety (90) days of the three-year anniversary date, the Grant shall automatically be revoked, with no further action required by the County to effectuate the revocation, and any remaining Grant funds shall be considered uncommitted funds under Section 1403(c)(2)(v) of the Gaming Act. If the Grant is revoked pursuant to these terms, then the County shall have no liability or further obligation under this Agreement. The County shall have the right, in its sole discretion, to reinstate the Grant.

7. Term. Except as otherwise set forth herein, this Agreement shall be effective as of the date of the full execution of this Agreement and shall continue to be in force until the completion of the Project unless revoked or otherwise terminated in accordance with this Agreement.

8. Records, Audits and Inspection.

(a) Grantee shall maintain, at its principal office or place of business, books, records, documents, correspondence, data and other materials, along with any other evidence pertaining to the costs and expenses of the Project and application of the Grant, to the extent and in such detail as is commercially reasonable and as will properly reflect all costs, direct, administrative and operating, of the acquisition of real estate, labor, materials, equipment, supplies and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Grant and/or which are related to the Project (collectively the "Records"). The Records required under this Section shall be maintained in accordance with generally accepted accounting principles ("GAAP"). Grantee agrees to require any permitted contractors, subcontractors, assigns, or agents to comply with the record keeping and retention requirements of this Section.

(b) Grantee shall retain the Records and make them available for a period ending the later of (i) three years after final payment is made by Grantee with funds awarded under this Grant, (ii) three years after the Grant has expired pursuant to this Agreement, or (iii) three years after the effective date of any revocation or termination of the Grant.

(c) At any time during normal business hours and as often as the Authority deems necessary, the Authority, or its authorized representatives, shall have the right to examine, audit and make copies of the Records of the Grantee, and its contractors, subcontractors, assigns or agents, at any time during the term of this Agreement and the period set forth in subparagraph (b). Audits conducted under this subparagraph will be at no additional cost to the Grantee. Should an audit identify any expenditures which, as determined by the Authority, do not comply with the terms and conditions of this Agreement, money expended in relation to such expenditures will be refunded, with interest, to the County by Grantee.

(d) The Authority, or its authorized representatives, will monitor and inspect the Project and shall have access to the Project site and all information or documents relating to Project activities throughout the course of the funding and/or construction phases of the Project.

(e) Unless excused by the Authority, Grantee shall be required to perform, and shall be financially responsible for, a final close-out audit for the Project (the "Project Audit"). The Project Audit shall be delivered to the Authority within 120 days of the earlier of (i) the completion of the Project, (ii) the termination of the Project, or (iii) the revocation or termination of this Agreement. The Project Audit shall be performed by a certified public accountant designated or approved by the County. The Project Audit must be a financial audit conducted in accordance with the provisions of the U.S. General Accounting Office's Government Auditing Standards, current revision, and contain all of the Commonwealth of Pennsylvania, Department of Community and Economic Development's "Procedures for Closeout of Contracts." Grantee agrees that, if the Project Audit of the Grant as accepted by the Authority discloses that the full amount of the Grant was not required to complete the Project or that amounts were improperly used, then the unused or improperly used portion of the Grant amount shall be repaid by the Grantee to the County, with interest, unless otherwise directed in writing by the County. All terms and conditions of this Agreement will remain in effect and be binding upon the parties until the Project Audit is submitted to and accepted by the County and any audit exceptions identified therein are resolved.

9. Warranties and Acknowledgments. The Grantee and the Co-Grantee represent and warrant to the County that:

(a) Grantee or Co-Grantee is a public body corporate and politic, duly organized and existing under the laws of the Commonwealth, and is authorized and empowered to undertake and complete the Project.

(b) Grantee and Co-Grantee are authorized and empowered to enter into this Agreement and to carry out its obligations hereunder. By proper action of its governing body, Grantee and Co-Grantee have duly authorized the execution and delivery of this Agreement.

(c) The undertaking and completion of the Project and the execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with or constitute on the part of the Grantee or Co-Grantee a violation of, breach of or default under its by-laws or any statute, indenture, mortgage, deed of trust, note agreement or other agreement or instrument to which the Grantee or Co-Grantee is bound or, to the knowledge of the Grantee and Co-Grantee, any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Grantee or Co-Grantee or any of its activities or properties; and all consents, approvals, authorizations and orders of governmental or regulatory authorities which are required for the Project have been obtained or will be obtained in due course; and the Grantee and Co-Grantee will comply with all applicable laws, regulations and procedures in undertaking all aspects of the Project.

(d) There is no action, suit, proceeding or investigation at law or in equity pending against the Grantee or Co-Grantee by or before any court or public agency or, to the knowledge of the Grantee and Co-Grantee, any basis therefor, wherein any unfavorable decision,

ruling or finding would adversely affect the validity or efficacy of this Agreement, or any agreement or instrument to which the Grantee or Co-Grantee is a party and which is used or contemplated for use in connection herewith or with the Project.

(e) No legislation has been enacted which in any way adversely affects the execution and delivery of this Agreement by the Grantee or Co-Grantee, or the creation, organization or existence of the Grantee or Co-Grantee or the titles to office of any officers thereof, or the power of the Grantee or Co-Grantee to undertake and complete the Project and otherwise to carry out its obligations under this Agreement.

(f) The Grantee is not a party to any indenture, loan or credit agreement or any other agreement, resolution, contract, instrument, pension plan, pension trust, employee benefit or welfare plan, or subject to any restriction which may reasonably be expected to have an adverse effect on its ability to carry out its obligations under this Agreement.

10. Selection of Contractors. Grantee and/or Co-Grantee shall be solely responsible for selection of contractors. The County shall have no role in the selection of any organization, individual or entity who may be called upon to work on the Project, nor will the County have any responsibility for the manner in which such work is performed. Grantee and Co-Grantee shall be solely responsible for complying and assuring compliance with all applicable laws, regulations and procedures for selecting contractors and any other persons or entities performing work on the Project. The County may require the Grantee and/or Co-Grantee to submit proof of compliance with said procedures, and failure to provide such proof to the satisfaction of the County may result in termination of the Agreement and forfeiture and/or repayment of all or a portion of the funds available under this Grant.

11. Indemnification of County.

(a) Grantee will indemnify and hold the County, the members of the Board of Commissioners, the County's officers, employees, representatives and agents, the Authority, and the Authority's officers, employees, representatives and agents (the "County Indemnified Parties") harmless from and against any loss, cost, damage or expense of any kind whatsoever arising from, out of, or in connection with the Project, the performance of services upon the Project or otherwise related to the Grant, including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise, and shall defend, at the County's election, any and all actions brought against the County Indemnified Parties upon such claims or demands.

(b) It is understood and agreed that Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the County and Authority, without restriction, from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, including claims by business and non-business invitees, and involving their property and all other property sustaining damage as a direct or indirect result of the undertaking of the Project, when validly present on Grantee's premises, whether or not actually engaged in the Project, at the time the claim inures. Such policies shall not include any provision limiting the then existing sovereign immunity of the County or of its agents or employees. Grantee shall furnish to the Authority a copy of the

liability policy endorsing the County and Authority as Additional Insureds without restriction at execution of this Agreement.

(c) Grantee shall require each and every contractor or subcontractor for the Project to indemnify and save and hold harmless the County Indemnified Parties against any demand, claim, suit, loss, costs, or damages arising out of or relating to or with their performance of services upon the Project.

12. No Consent to Jurisdiction. By entering into this Agreement, the County does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity which would otherwise not be applicable to the County.

13. Notice; Parties to Act through Designated Representatives.

(a) Any notice required hereunder shall be made in writing and delivered by hand delivery or email transmission, with a copy to follow by first class mail, addressed as set forth below. Notice shall be effective on the date given.

IF TO COUNTY:
George Connor, Executive Director
Dauphin County Industrial Development Authority
2 S. Second Street, Room 124
Harrisburg, Pennsylvania 17101
EMAIL: gconnor@dauphincounty.gov

With a copy to:
LaToya Winfield Bellamy, Esquire
Eckert Seamans Cherin & Mellott, LLC
213 Market Street, 8th Floor
Harrisburg, Pennsylvania 17101
EMAIL: lbellamy@eckertseamans.com

Or such other counsel as the County shall designate by notice as herein required.

IF TO GRANTEE:
Ms. Jenna Condran
Citizens Fire Co. #1 of Highspire Inc
272 Second Street
Highspire, PA 17034
Email: jlcondran0815@gmail.com

IF TO CO-GRANTEE: Highsipre Borough
640 Eshelman Street
Highspire, PA 17034

(b) Whenever it is herein stated that either the County or the Grantee or Co-Grantee may, or is required, to take some action, all may act through the above-designated recipient of notice hereunder or such person's designee and the signature of such designated person on any writing required or permitted hereunder shall be sufficient for all purposes hereof, unless the party purporting to rely on the same has actual knowledge at the pertinent time that would preclude such reliance.

14. Termination and Suspension.

(a) Grantee's performance of the Project and Grantee and Co-Grantee's fulfillment of their obligations under this Agreement shall be regularly evaluated by the County. If the County, in its sole discretion, determines that Grantee and/or Co-Grantee have not met their obligations hereunder, the County reserves the right to terminate this Agreement upon giving not less than ten (10) days' notice to Grantee and Co-Grantee. The grounds for such notice include, but are not limited to, any of the following reasons:

(i) Failure of the Grantee or Co-Grantee to fulfill in a timely and proper manner its obligations under this Agreement;

(ii) Audit exceptions or irregularities involving Grant or other Project funds;

(iii) Violation of any of the warranties, representations or covenants of this Agreement;

(iv) Violation of laws applicable to the implementation of the Project;

(v) Misuse of funds, gross mismanagement, criminal activity, fraud or malfeasance in the implementation of the Project or administration of the Grant; and

(vi) When, in the determination of the County, the Project cannot be continued in such a manner as to adequately fulfill the intent of the Project as presented to the County in relation to this Grant due to an act of God, strike or disaster.

Notwithstanding the foregoing, the County may, in its discretion, annul such termination by notice to the Grantee and Co-Grantee.

(b) In the event the County exercises such right of termination, the County shall be without further liability whatsoever to the Grantee and Co-Grantee under this Agreement, except for pending Requests for Funding which have not been paid and which are otherwise approved under the terms and conditions of this Agreement and incurred prior to the notice of termination. Grantee and Co-Grantee agree that they shall not be entitled to any damages whatsoever in the event of such termination.

(c) Upon written notice to the Grantee and Co-Grantee and at any time during the term of this Agreement, the County may immediately suspend payments under this Agreement for any, or upon suspicion of any, of the reasons identified in subparagraph (a). In the event of such a suspension, the County shall be without further liability whatsoever to the Grantee and Co-Grantee under this Agreement for the duration of the suspension, except for pending Requests for Funding which have not been paid and which are otherwise approved under the terms and conditions of this Agreement and incurred prior to the notice of suspension. Grantee and Co-Grantee agree that they shall not be entitled to any damages whatsoever in the event of such suspension. If the suspension is not lifted within 45 days of the date of the notice, the parties shall meet to discuss the Project and the reasons giving rise to the suspension. The County, in its sole discretion, shall determine the basis and timing for lifting the suspension.

15. Waiver of Causes of Action. In consideration of the Grant, the Grantee and Co-Grantee hereby covenant not to institute any legal proceedings against the County, the Board of Commissioners of the County, the Authority or the County or Authority's respective officers, employees, agents or representatives in connection with the Grant or the Project, and hereby waive any rights they may have to bring any such proceedings.

16. Public Acknowledgment.

(a) All publicity or ceremony regarding the Grant shall be cleared in advance with the County. No announcement of the Grant may be made without the County's prior consent. Grantee and Co-Grantee agree to participate in and cooperate with the County in the planning and conduct of a public ceremony acknowledging the award of the Grant.

(b) Any publication concerning the Project shall acknowledge that it was financed by, or financed in part by, "a grant from the Dauphin County Commissioners." Acknowledgement of County financial assistance may be combined with acknowledgement of other funding sources on Project signs or in Project publications.

(c) In addition to the public acknowledgement discussed in subparagraph (b), and at its election, the County shall have the right to place or erect its own signage regarding the County financial assistance for the Project at or on the Project site. County signage may be erected any time after the full execution of this Agreement and shall remain on the Project site

for the duration of the Project and for up to 30 days after completion of the Project. County signage will be erected and maintained at the County's expense. The County will cooperate with the Grantee in determining the location of any County signage; provided, however, that any County signage must be clearly visible from any public streets or thoroughfares surrounding the Project site. In the event of a revocation or termination of the Grant, the County will remove all signage within 20 days of the effective date thereof.

17. No Third Party Beneficiaries. No provision of this Agreement shall be construed in any manner so as to create any rights in any third parties not party to this Agreement. The Agreement shall be interpreted solely to define specific duties and responsibilities between the County and the Grantee and Co-Grantee, and shall not provide any basis for claims of any other individual, partnership, corporation, organization, or municipal entity.

18. Assignment, Transfer or Collateral Use. The Grantee shall not assign any interest in this Grant, and shall not transfer any interest in this Grant by novation or assignment, without the prior written consent of the County, which consent may be granted or withheld at the County's discretion. Approval of such assignment shall not release or relieve Grantee or Co-Grantee from any liability or obligation to perform under this Agreement. Nor shall such approval establish any legal relationship between the County and any other third party, and under no circumstances shall the County be held liable for any act or omission committed pursuant to such an assignment.

19. Relationship of the Parties. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for purposes of effecting the terms of this Agreement. The parties are not, and will not be construed to be, in a relationship of joint venture or partnership. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as is explicitly provided herein. Each party will be solely responsible for the acts and omissions of its officers, employees, agents, representatives, contractors and subcontractors, if any.

20. Compliance with Applicable Laws. Grantee and Co-Grantee agree, for themselves and their employees, agents, successors, and assigns, that they will comply with all laws, regulations, ordinances and court or administrative orders, local, state and federal, applicable to the implementation of the Project and administration of the Grant. Grantee and Co-Grantee acknowledge that this agreement is subject to all requirements set forth herein and further agree that they will comply with future requirements determined by the County as necessary.

21. Non-Waiver of Remedies. Consent by the County to a waiver of any requirement of this Agreement, or to a breach of any such requirement by Grantee or Co-Grantee, shall not preclude the County from exercising any of its contractual or equitable remedies to any subsequent violation of the terms and provisions of this Agreement. No delay or failure on the part of the County in exercising any right, power or privilege hereunder shall affect such right, power or privilege. The rights and remedies of the County hereunder are cumulative and

concurrent and not exclusive of any rights or remedies which it might otherwise have. The County shall have the right at all times to enforce the provisions of this Agreement in accordance with the terms hereof notwithstanding any conduct or custom on the part of the County in refraining from so doing at any time or times.

22. Limited Liability of the County. The liability of the County hereunder shall be enforceable only out of the local share gaming funds available for the purpose hereunder, and there shall be no other recourse by Grantee against the County, the Board of Commissioners, the Authority, their respective officers, employees, agents, representatives, past, present or future, or any of the property now or hereafter owned by it or them, either directly or indirectly. Any judgment for such liability shall be marked by the prothonotary or court administrator of any court in which it is recorded as being enforceable only out of such funds. All such other or additional recourse or liability is hereby expressly waived and released as a condition of and consideration for execution and delivery of this Agreement.

23. Integration Clause. This Agreement and any attachments hereto constitute the entire agreement between the parties. No agent, representative, employee or officer of the County, Grantee or Co-Grantee has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement. No modifications, alterations, or changes to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by all parties in accordance with Section 24.

24. Amendment. This Agreement may not be amended except upon written consent of all parties hereto.

25. Change of Law. In the event that the Gaming Act is amended by the Pennsylvania state legislature to decrease, eliminate or otherwise adversely impact, or any other legislative or judicial action is taken that results in a decrease, the elimination of, or an adverse impact on, the local share assessment amounts paid to the County under the Gaming Act or any other provision of the law, the County reserves the right to revoke the Grant.

26. Governing Law, Construction and Forum Selection. This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania. The titles of the sections and subsections herein have been inserted as a matter of convenience and reference only, and shall not control or affect the meaning or construction of any of the terms or provisions herein. The parties agree that the Court of Common Pleas of Dauphin County is the most convenient forum for each party for the adjudication of any dispute concerning this Agreement, and therefore any cause of action raised in relation to this Agreement shall be heard in the Court of Common Pleas of Dauphin County.

27. Counterparts. This Agreement may be executed in any number of counterparts which, taken together, shall constitute one and the same agreement. To evidence the fact that it has executed this Agreement, a party may send a copy of its executed counterpart to the other

party by electronic transmission. In such event, such party shall forthwith deliver to the other party an original counterpart of this Agreement executed by such party.

28. Severability. Should any section or any part of any section of this Agreement be rendered void, invalid or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid or unenforceable any other section or part of any section of this Agreement.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have caused this Agreement to be duly executed on their behalf by their authorized officers and applicably attested, all as of the day and year first above written.

ATTEST:

By: _____
Eric Hagarty
Chief Clerk/Chief of Staff

COUNTY OF DAUPHIN

By: _____
Justin Douglas
Chairman

By: _____
Mike Pries
Commissioner

By: _____
George P. Hartwick III
Commissioner

ATTEST:

By: _____
Mark L. Stonbraker
Public Safety Director
Witness

GRANTEE: Citizens Fire Co. #1 of Highspire

By: _____
Jenna Condran
Company Vice-President
Authorized Officer

ATTEST:

By: _____
Mark L. Stonbraker
Borough Manager
Witness

CO-GRANTEE: Highspire Borough

By: _____
Michael J. Anderson
Council President
Authorized Officer

The Borough of Highspire
Civil Service Commission
Eligibility List 2025

Rank	Applicant Name	Written		Oral		PT	Total Points	Vet Points 10	Final Score
		Score x 50%		Score x 50%					
1	Robert Tritch, III	94.0	47.0	94.8333	47.4166	LT	94.4	+10	104.4
2	Carly Holtzman	92.5	46.25	90.4667	45.2333		91.48	-	91.48
3	Tyler Zehring	90.25	45.125	89.2333	44.6166	LT	89.74	-	89.74

Certified this 5th day of October, 2025

Kenneth Becker, Chairman
Highspire Civil Service Commission

Carolee Roman, Commissioner
Highspire Civil Service Commission

Cory Hackman, Commissioner
Highspire Civil Service Commission

VACANT, Commissioner
Highspire Civil Service Commission

**This list is valid for a period of one year form the certification date

Memorandum of Understanding (MOU)

Between the Borough of Highspire and The Peyton Walker Foundation
regarding the placement of a SaveStation AED at [Tennis Park Name]

Purpose

This Memorandum of Understanding (MOU) sets forth the agreement between The Peyton Walker Foundation and the Borough of Highspire regarding the donation, placement, and ongoing maintenance of a SaveStation Automated External Defibrillator (AED) at the Memorial Park tennis court.

Criteria for AED Placement

The court must be publicly accessible. Courts that are locked, resident-only, or otherwise restricted are not eligible.

Once installed, the AED and SaveStation become the property of the municipality.

Roles & Responsibilities

The Peyton Walker Foundation & Carley Furlow agree to:

Donate one SaveStation AED unit to the municipality for use at the designated park.

Provide initial training resources and educational materials about AED use and Sudden Cardiac Arrest awareness.

The Borough of Highspire agrees to:

Assume full ownership and responsibility for the SaveStation AED upon installation.

Cover all costs associated with maintenance, replacement of AED pads/batteries, and repair of any damages.

Ensure the SaveStation AED remains accessible to the public during all hours that the tennis courts are open.

Acknowledge that The Peyton Walker Foundation and Carley Furlow are not liable for the AED, its maintenance, or any issues that may arise from its use or non-use.

About the SaveStation AED

Importance: An AED can help save the life of someone experiencing Sudden Cardiac Arrest (SCA). Quick access to an AED is critical in improving survival outcomes.

Weather-Proof: The SaveStation is designed for outdoor use and is weather-protected to prevent freezing or overheating.

Alarmed Access: When the cabinet is opened, an alarm will sound to deter tampering and alert bystanders.

GPS Tracking: The AED is equipped with a built-in GPS tracking system to monitor its location and enhance emergency response. This service is free for the 1st year and then can be added for an additional cost. The AED will be registered by the municipality below with Avive.

Agreement & Signatures

By signing this MOU, both parties agree to the responsibilities outlined above regarding the donation, installation, and ongoing care of the SaveStation AED.

Municipality Name: Borough of Highspire
Park Name: Memorial Park

Borough of Highspire, Memorial Park
Authorized Representative: Mark L. Stonbraker
Title: Borough Manager & Public Safety Director
Date: November 5, 2025

The Peyton Walker Foundation
Authorized Representative: _____
Title: _____
Date: _____

Carley Furlow
Project Lead: _____
Date: _____