



Borough of Highspire  
Workshop Meeting  
of the Highspire Borough Council  
March 10, 2026

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

“Corruption is uniquely reprehensible in a democracy because it violates the system's first principle, which we all learned back in the sunshiny days of elementary school: that the government exist to serve the public, not particular companies or individuals or even elected officials. ”

— **Thomas Frank, The Wrecking Crew: How Conservatives Rule**

1. Call to Order
2. Prayer/Pledge of Allegiance
3. Roll Call
4. Acceptance of Minutes – Workshop Meeting held on February 10, 2026 and Regular Meeting held on February 17, 2026.
5. Financial Reports
  - a. Treasurer’s Report for February, 2026
  - b. Monthly Financial Statements – February, 2026
    1. General Fund
    2. Sewer Administration Fund
    3. Sewer O & M Fund
6. Mayor’s Report
7. Public Safety Director’s Report – February, 2026 to March, 2026.
8. Fire Department Reports
  - a. Fire Chief Report – Monthly Report for February, 2026.

- b. Treasurer's Report
- 9. South Central Emergency Medical Services Report for January, 2026
- 10. Citizens' Comments (limit 3 minutes)
- 11. Committee Reports
  - a. Public Facilities / Maintenance & Repair Committee
  - b. Sanitation Committee
  - c. Finance/Administration Committee
  - d. Personnel Committee
  - e. Community Development Committee
  - f. Public Safety 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 February, 2026
  - 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 February, 2026 contribution to the Citizens Fire Company #1 of Highspire as indicated in the 2026 General Fund Budget (Fire Protection – Contributions – Fire Company 411.500). Amount to be paid to the Company - \$3,500.00.
- b. Motion to approve Highspire Borough Council Resolution #11 of 2026 authorizing the creation of an Intermunicipal Governmental Cooperation Agreement between the Borough of Highspire and the Borough of Middletown for the purchase of brine solution.
- c. Motion to approve the Intergovernmental Agreement between the Borough of Middletown and the Borough of Highspire for the purchase of brine solution.
- d. Motion to approve the PMHIC agreement amendment which address improper terminations.

17. Approval of Payroll and Bills

18. Adjournment

“Every time government attempts to handle our affairs, it costs more and the results are worse than if we had handled them ourselves.”

— **Benjamin Constant**

**HIGHSPIRE BOROUGH COUNCIL  
RESOLUTION NO. 11 – 2026**

**A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF  
HIGHSPIRE, DAUPHIN COUNTY, PENNSYLVANIA, AUTHORIZING THE  
CREATION OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT  
BETWEEN THE BOROUGH OF HIGHSPIRE AND THE BOROUGH  
MIDDLETOWN FOR THE PURCHASE OF BRINE SOLUTION AT COST.**

**WHEREAS**, 53 PA. C.S. Chapter 23 §2301, et seq. allows for the creation of Intergovernmental Cooperation Agreements and authorizes two or more local governments in this Commonwealth may jointly cooperate, or any local government may jointly cooperate with any similar entities located in any other state, in the exercise or in the performance of their respective governmental functions, powers or responsibilities; and

**WHEREAS**, For the purpose of carrying the provisions of this chapter into effect, the local governments or other entities so cooperating shall enter into any joint agreements as may be deemed appropriate for those purposes; and

**WHEREAS**, the Borough of Middletown has expressed interest in the creation of an Intergovernmental Cooperation Agreement for the purchase brine solution from the Borough of Highspire, at cost, for the pre-treatment of their roadways; and

**WHEREAS**, the Borough of Highspire has the adequate facilities for mixing sodium chloride and water to create a brine solution for Borough of Highspire’s needs as well as the Borough of Middletown.

**NOW, THEREFORE, BE IT RESOLVED** by the Borough Council of the Borough of Highspire, Dauphin County, Pennsylvania, hereby authorizes creation of an Intergovernmental Cooperation Agreement for the purpose of providing brine solution to the Borough of Middletown.

**BE IT FURTHER RESOLVED** by the authority of the Borough Council of the Borough of Highspire, Dauphin County, that the Borough Secretary be authorized and directed to sign the Intergovernmental Cooperation Agreement on its behalf.

**RESOLVED** this 17<sup>th</sup>. day of March, 2026, by the Borough Council of the Borough of Highspire, Dauphin County, Pennsylvania.

BOROUGH COUNCIL  
BOROUGH OF HIGHSPIRE

ATTEST:

\_\_\_\_\_  
A. Kay Sutch, Council President

\_\_\_\_\_  
Mark L. Stonbraker, Borough Secretary

**INTERGOVERNMENTAL AGREEMENT FOR THE PURCHASE OF BRINE  
FROM THE BOROUGH OF HIGHSPIRE PUBLIC WORKS DEPT.**

THIS AGREEMENT is made effective the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the Borough of Highspire (the “Borough”), a Pennsylvania Municipality with its principal place of business at 640 Eshelman Street, Highspire, PA 17034, and the Borough of Middletown, a Pennsylvania Municipality with its principal place of business at 60 West Emaus Street, Middletown, PA 17057 (the “Municipality”), to authorize the Municipality to purchase at cost, sodium chloride brine solution (“Brine Solution”) for the treatment of the Municipalities’ roadways (collectively, the parties will sometimes be referred to as the “Parties”).

This Intergovernmental Agreement is authorized and required pursuant to applicable law including, but not limited to, 53 Pa.C.S.A. § 2301, *et seq.*

**RECITALS**

WHEREAS, the Parties have agreed to the purchase of brine solution from the Borough by the Municipality at cost; and

WHEREAS, the Parties also recognize that establishing an intermunicipal agreement to allow the Municipality to purchase said salt brine solution would provide an efficient and economic services to the Municipalities’ residents for the pre-treatment of their roadways; and

WHEREAS, the Borough owns and operates the Highspire Public Works Department facility (the “Facility”) located at 301 Industrial Road, Highspire, PA 17034; and

WHEREAS, the Facility has developed a process of mixing sodium chloride and water to create a brine solution for application on to roadways; and

WHEREAS, the Municipality desires to purchase the brine solution and the Borough agrees to provide the Municipality with brine solution at cost in accordance with the terms and conditions of this Agreement; and

**NOW, THEREFORE**, the Parties hereto, in consideration of the mutual promises, covenants, and undertakings herein contained, each binding itself and representing that it has proper legal authority to enter into this Agreement, and intending to be legally bound, agree as follows:

1. **Recitals.** All of the Recitals hereto are incorporated herein by reference as if fully set forth at length.
2. **Authorization of Pick-up at the Facility.**

- a. The Borough hereby authorizes the Municipality to pick up brine solution at the Facility during the term of this Agreement.
- b. The Facility's general management, including day-to-day operations of the Facility, shall be the sole and exclusive responsibility of Borough.
- c. Hours of Operation. Brine solution may be picked up at the Facility on Weekdays from 8:00 a.m. to 3:00 p.m., except for holidays in which Borough facilities are closed.
- d. The availability of brine solution to the Municipality is secondary to the needs of the Borough. Brine Solution will only be available if an ample amount has been produced for the Borough.
- e. The Municipality shall only be permitted to transport brine solution from the Facility during its normal hours of operation. In the event the Borough is required to reduce the amount of brine solution available at the Facility for any reason, the Municipality will be notified. In the event any regulatory agency should impose or enforce new or more stringent regulations that impact the production of brine solution at the Facility which would be affected by the volume or quality brine solution available at the Facility, the Parties shall modify this Agreement to address such regulations.

**3. Day-to-Day Operation of the Compost Processing Facility.**

- a. Day-to-day operation of the Facility shall be the responsibility of the Borough. The Borough shall employ personnel to appropriately staff operations at the Facility. The Borough shall own and maintain the Facility and all equipment used at the Facility.
- b. All persons employed in the operation of the Facility shall be employees of the Borough and not the Municipality.

**4. Financial Terms and Conditions.**

- a. Fiscal Year. The fiscal year shall be the calendar year.
- b. Municipality's Contributions for Brine Solution. The Municipality shall contribute to the Borough's cost of making brine solution at the Facility. The contribution amount shall be based on the actual cost per gallon of water and cost per pound of sodium chloride as indicated in "Exhibit A".
- c. Municipality's Contributions for Costs. Costs of brine solution at the Facility shall be paid by check or ACH.

- d. Payment Schedule. The Borough shall send monthly invoices to the Municipality of the amount due. The Municipality shall make payment of its amount due and owing within thirty (30) days of the invoice's receipt. Payments not made within thirty (30) days of the invoices receipt will be charged a late fee of an, additional 1.5% per month.

**5. Insurance and Immunity.**

- a. Insurance and Waiver of Claims. The Parties shall maintain adequate liability insurance against claims arising out of or relating to this Agreement. In the event of a dispute as to the appropriate level of insurance, the level shall be determined by a consultant engaged by the Borough. The Borough of Highspire shall be named as an additional insured on all of the Municipality's liability insurance policies.
- b. Immunity. The services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liability enjoyed by each of the Parties shall extend to its participation in services outside its boundaries.
- c. Indemnity. The Municipality agrees to indemnify, defend and save harmless the Borough against all costs, losses or damage, including payment of reasonable attorney's fees, on account of any injury to persons or property occurring in the performance of this Agreement due to its negligence or the negligence of its agents or employees; provided, however, that Municipality does not waive any rights or immunities arising out of any applicable governmental immunity laws and statutes. Further, the Municipality shall defend, indemnify and hold harmless the Borough and its respective elective and appointive officers, and their duly authorized agents, members, servants, and employees from and against any claims, charges, damages, fines, judgments, penalties, costs, liabilities, or losses arising out of, based upon or in connection with federal, state, or local laws, regulations, and requirements, arising out of or relating to Municipality's use of brine solution.

Additionally, the Municipality shall be solely responsible for and shall indemnify and hold harmless the Borough from and against any and all charges, damages, fines, penalties, costs, liabilities, or losses incurred by the Township due to the Participating Municipality's violation of this agreement including, but not limited to, damages resulting from the Municipality's acceptance of brine solution at the Facility and any resultant disruption or termination of operations at the Facility.

- 6. **Effective Date.** The Effective Date of this Agreement shall be January 1, 2026.

7. **Term of Agreement.** The term of this Agreement shall be for a period of one (1) year commencing from the Effective Date hereof (the “Term”). This Agreement shall automatically renew for additional one (1) year terms unless either party delivers to the other notice of its intent not to renew the Agreement at least thirty (30) days prior to the expiration of the then current term.

8. **Participation of Other Municipalities.** The Borough may, in its sole and exclusive discretion authorize other parties, including other municipalities to purchase brine solution at the Facility.

9. **Termination.** The Borough may terminate this Agreement at any time, and for any reason at all, upon sixty (60) days’ notice given to the Municipality.

10. **Authorization.** The Parties certify that they are authorized to enter into and execute this Agreement in the exercise and/or performance of their governmental functions, powers, or responsibilities. The Parties further certify that they are not the subject of any pending lawsuits, regulatory fines, consent decrees, or other similar sanction of whatever kind.

11. **Applicable Law.** The Parties agree and affirm that Pennsylvania law applies to this Agreement and all matters covered by and addressed by this Agreement. It is acknowledged and agreed that the sole and exclusive jurisdiction and venue for any dispute relating to any matter covered by this Agreement, and/or regarding any dispute over the enforcement or interpretation of this Agreement, shall rest with the Dauphin County Court of Common Pleas. The Parties hereby submit to the exclusive jurisdiction of that Court.

12. **Integration.** This Agreement contains the entire agreement between the Parties regarding its subject matter. There are no understandings or agreements, verbal or otherwise, in relation hereto, except those expressly and specifically set forth herein. The Parties have not relied upon any statement, projection, disclosure, report, information or any other representation or warranty except for those as may be specifically and expressly set forth in this Agreement.

13. **No Oral Modification.** This Agreement may not be modified except in writing executed by all Parties. This Agreement shall be amended only in writing, by duly authorized representatives of all Parties, and such revision(s) must be approved by official action of each Party, and as required by any applicable law of the Commonwealth.

14. **Severability.** No determination by any court, governmental body, arbitration, or other judicial body, that any provision of this Agreement or any amendment that may be created hereto, is invalid or unenforceable in any instance shall affect the validity or enforceability of any other provision of the Agreement or applicable amendment. Each provision shall be valid and enforceable to the fullest extent permitted by applicable law and shall be construed where and whenever possible as being consistent with applicable law.

**15. Representation by Counsel.** This Agreement has been negotiated by the Parties through their respective legal counsel and embodies terms that were arrived at through mutual negotiation and joint effort, and the Parties shall be considered to have contributed equally to the preparation of this Agreement. The Parties warrant and represent that the terms and conditions of this Agreement have been discussed and negotiated between them, and their respective counsel, and are voluntarily and knowingly accepted for the purpose of making a full and final compromise between the Parties, as referenced herein. The Parties further acknowledge that they understand the facts and their respective legal rights and obligations pursuant to this Agreement.

**16. Counterparts.** This Agreement may be executed in counterparts, each of which will be an original, and all of which taken together shall constitute one and the same instrument.

**17. Assignment.** No transfer or assignment of this Agreement or any right accruing hereunder shall be made by the Municipality without the prior written approval of the Borough.

**18. Passage of Resolution.** The Parties to this Agreement will each enact a resolution within sixty (60) days from date of execution hereof pursuant to and in accordance with the Pennsylvania Intergovernmental Cooperation Act for the purpose of authorizing and effectuating this Agreement.

**19. Execution by Facsimile or Electronic Scanning.** Delivery of an executed counterpart of this Agreement by facsimile, or by electronically scanning and e-mailing an executed counterpart signature page, while not specifically required, will be acknowledged by the Parties as being equally as effective as delivery of a manually executed counterpart of this Agreement. The use of a signature page received by facsimile, or through an electronic scan and e-mail, shall not affect the validity, enforceability, or binding effect of this Agreement.

**20. Signatures.** The Parties hereto, and the undersigned individuals and/or representatives, represent and warrant that they have the authority to enter into this Agreement and be legally bound hereby.

IN WITNESS WHEREOF, the Parties hereto have caused this Intergovernmental Cooperation Agreement for the purchase of brine solution effective on January 1, 2026.

**ATTEST:**

**Middletown Borough**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

**By:**

**Title: President, Middletown Borough  
Council**

**ATTEST:**

**Borough of Highspire**

\_\_\_\_\_

\_\_\_\_\_ (SEAL)

**Mark L. Stonbraker  
Borough Manager**

**A. Kay Sutch  
Borough Council President**

# Exhibit A

Pick-Up: \$0.265 / gallon

Delivered: \$0.307 / gallon

(The above cost of Brine is for the period of May 1, 2025 to April 30, 2026)