

**AGENDA**  
**ST. LAWRENCE BOROUGH COUNCIL**  
October 14, 2021– 7:30 P.M.

**This meeting will be conducted and recorded in-person and by remote audio and video conference services (Zoom). The Zoom feed will be live streamed on the Borough's YouTube Channel at:**  
<https://www.youtube.com/channel/UC47chxePrF2JS6NKMO3uS8w>

\* Call to order

\* Pledge of Allegiance

\* Roll call

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Robert J. May, President            | <input type="checkbox"/> David Eggert, Vice President     | <input type="checkbox"/> D. Michael Bennethum, Member |
| <input type="checkbox"/> Michael Fritz, Member               | <input type="checkbox"/> Steve Geibel, Member             | <input type="checkbox"/> Warren Lubenow, Member       |
| <input type="checkbox"/> Gregory Zawilla, Member             | <input type="checkbox"/> Barrie Kinsey, Mayor             | <input type="checkbox"/> Joan London, Solicitor       |
| <input type="checkbox"/> Allison Leinbach, Manager/Treasurer | <input type="checkbox"/> Ty Leinneweber, Borough Engineer | <input type="checkbox"/> Derrek Rhoads, Roadmaster    |

\* Council Minutes –

**Motion:** to approve September 9, 2021 Council Minutes

\* Approval and Payment of Bills:

**Motion:** to approve the following ***Expenditures as of October 12, 2021***

General Fund –	\$71,359.43
Sewer Fund –	\$98,265.80
Fire Tax Fund –	\$0.00
Liquid Fuels Fund -	\$5,862.13

\* Approval of Treasurer's Report

**Motion:** to accept and file for audit the Consolidated Treasurer's Report – September 2021.

\* Presentation: If any

\* Public Comment – All public comments shall be related to the subject matter under jurisdiction of the Borough Council. Comment shall be limited to matters of official action, or deliberations that are or may come before Borough Council (agenda items)

\* Consultant's Reports

Borough Engineer's Report  
Borough Solicitor's Report

\* Borough Mayor's Report

\* Department/Staff Reports

Borough Zoning/Code Enforcement Officer's Report  
Public Works/Safety – Sewers, Streets, Stormwater, etc.  
Finance  
Manager

\* Committee/Commission Reports

Emergency Management  
Library  
Municipal Lands  
Recreation  
Planning Commission  
Zoning Hearing Board

\*Old Business

- a) **Motion to Adopt Resolution 856-2021: Supporting the Pa Commission Semi-Quincentennial**
- b) **Discussion:** Zoning Ordinance Amendment – Small Wireless Communication Towers
- c) **Discussion:** Berks Nature Conservation Easement Agreement
- d) **Motion to Adopt Resolution 854-2021 Extension of 2019 Fire Service Agreement:** Extend the 2019 Fire Service Agreement with Exeter Township Fire Department and Mt. Penn Fire Department for Year Four with a Fire Tax Rate of .68 mils.
- e) **Motion to authorize additional sewer work by Mr. Rehab**

\*New Business

- a) **Motion to Distribute Foreign Fire Insurance State Aid Allocation of \$8,191.84 to Volunteer Fire Relief Associations:** Foreign Fire Insurance distribution split 50/50 to Exeter Township Fire Department (\$4,095.92) and Mt. Penn Fire Department (\$4,095.92) per the 2019 Fire Service Agreement.
- b) **Motion to Adopt Resolution 855-2021 Intermunicipal Agreement for County 911 Dispatching Services:** Agreement for Utilizing County 911 Dispatch Service
- c) **Discussion/potential motion: New Open Burning Ordinance replacing Ordinance 388**
- d) **Motion to Amend Resolution 853-2021 Halloween Curfew to extend ending date to November 1, 2021 at 6 AM.**
- e) **Discussion/potential motion: Vulgar Political Opinion Signs**

\*General Comments

\*Public Meetings - Announcements

All public meetings at St. Lawrence Borough Hall

- Planning Commission Meeting – November 17, 2021, 7:30 PM at St. Lawrence Borough Hall
- Budget Meeting – November 9, 2021, 10:00 AM at St. Lawrence Borough Hall
- Council Meeting – November 11, 2021, 7:30 PM at St. Lawrence Borough Hall
- Reminder: Council Reorganizes on January 3, 2022 with Monthly Council meeting to follow.

\*Adjournment: **Motion** – Adjourn meeting

**ST. LAWRENCE BOROUGH  
RESOLUTION 853-2021 Amended  
HALLOWEEN TRICK OR TREAT NIGHTS & CURFEW 2021**

**BE AND IT IS HEREBY RESOLVED** that the Borough Council of the Borough of St. Lawrence, Berks County, Pennsylvania, does hereby declare a curfew during the Halloween period. The curfew shall be in effect from Saturday, October 16<sup>th</sup> through 6 AM, Monday, November 1<sup>st</sup>, 2021.

**WHEREAS** the time of the curfew shall be between the hours of 9:00 PM and 6:00 AM, to include all persons under the age of 18 years not accompanied by a parent or guardian or other responsible adult, except those going to or coming from a place of employment or a bona fide school activity.

**WHEREAS, IT IS FURTHER RESOLVED** to all parents and guardians that they accompany their children during the Halloween nights "Trick or Treat" journeys on Saturday, October 30<sup>th</sup> and Sunday, October 31<sup>st</sup>, 2021, between the hours of 5:00 PM and 9:00 PM.

**PASSED AND APPROVED** at a regular meeting of the Borough Council of the Borough of St. Lawrence, Berks County, Pennsylvania, held this 14th day of October, 2021.

**ST. LAWRENCE BOROUGH COUNCIL**

\_\_\_\_\_  
**ROBERT J. MAY, COUNCIL PRESIDENT**

\_\_\_\_\_  
**DAVID W. EGGERT, COUNCIL VICE PRESIDENT**

\_\_\_\_\_  
**BARRIE C. KINSEY, BOROUGH MAYOR**

**ATTEST:**

\_\_\_\_\_  
**SUSAN D. EGGERT, BOROUGH SECRETARY**

**BOROUGH OF ST. LAWRENCE  
FIRE SERVICE 2022  
RESOLUTION 854-2021**

**BE AND IT IS HEREBY RESOLVED** that the Borough Council of the Borough of St. Lawrence, Berks County, Pennsylvania, desires to exercise the option for Year 4 of the RFP for fire service with Exeter Township Fire Department and Mt. Penn Fire Department with the millage rate of .68 mills.

**WHEREAS** the Borough Council desires to exercise the Year 4 option in accordance with the Price Schedule submitted with their proposals for the Year 4 option.

**WHEREAS IF IS FURTHER RESOLVED** that it is the Borough's intention to exercise the Year 4 option for the RFP to provide fire protection for the residents of St. Lawrence Borough.

**PASSED AND APPROVED** at the regular meeting of the St. Lawrence Borough Council, Berks County, Pennsylvania, held this 14<sup>th</sup> day of October 2021.

**ST. LAWRENCE BOROUGH COUNCIL**

\_\_\_\_\_  
**ROBERT J. MAY, COUNCIL PRESIDENT**

\_\_\_\_\_  
**DAVID W. EGGERT, COUNCIL VICE-PRESIDENT**

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**BARRIE C. KINSEY, BOROUGH MAYOR**

**ATTEST:**

\_\_\_\_\_  
**SUSAN D. EGGERT, BOROUGH SECRETARY**

RESOLUTION NO. 2021 - 855

**A RESOLUTION AUTHORIZING BOROUGH COUNCIL OF THE BOROUGH OF ST. LAWRENCE, BERKS COUNTY, PENNSYLVANIA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT FOR THE COUNTY OF BERKS TO PROVIDE CONSOLIDATED DISPATCHING SERVICES TO THE BOROUGH OF ST. LAWRENCE**

**BACKGROUND**

A. Pursuant to an agreement or agreements, the County of Berks, Pennsylvania (the "County") has been providing consolidated dispatching services to Borough of St. Lawrence, Berks County, Pennsylvania, and other municipalities located in the County, as well as to Port Clinton Borough in Schuylkill County (collectively, the "Local Units").

B. Such services have been provided by the County to the Local Units in consideration of fees paid to the County, which are subject to an annual increase at the sole discretion of the County.

C. Local Units have requested the County continue to provide dispatch services which may include Police, Fire, and Emergency Medical Services ("EMS").

D. In consideration of the County fixing its annual fee for such services at the rate for fiscal year 2021 with only inflation index increases thereafter, the County is willing to make available the dispatch services subject to the execution of an agreement by the Local Unit on or before December 31, 2021.

E. Under the Pennsylvania Intergovernmental Cooperation Act, 53 Pa. C.S. §2301, *et seq.* ("the "Act"), a municipality may enter into an intergovernmental cooperation agreement upon the passage of a resolution as deemed appropriate by its governing body in the exercise or performance of its governmental functions, powers or responsibilities.

**NOW THEREFORE, BE IT RESOLVED AND IT IS HEREBY RESOLVED** that the Borough Council ("Borough Council") of the Borough of St. Lawrence, Berks County, Pennsylvania (the "Borough"), hereby adopts the following resolutions:

Section 1. The Title and Background of this Resolution set forth above are incorporated herein by reference.

Section 2. Borough Council hereby approves entering into the Agreement with the County, a copy of which is attached hereto as Exhibit A and incorporated herein by reference (and which shall be filed with the minutes of the meeting at which this Resolution was adopted), with the intent and effect that the Borough shall be bound by the Agreement.

Section 3. Borough Council hereby authorizes and directs Robert J. May, the Borough Council President (the "Council President") on behalf of the Borough: (i) to execute and deliver the Agreement to the County; and (ii) to execute and deliver such additional instruments, and to take such further actions, as may be necessary or appropriate to carry forth the Agreement and

the transactions to be effected under the Agreement, including administration of the Agreement and the payment of the fees as may be due by the Borough to the County pursuant to the Agreement.

Section 4. All actions of any officer, agent or other representative of the Borough heretofore taken in the pursuit of the Agreement and/or the Borough's participation therein are hereby ratified and approved in all respects.

Section 5. The Council President is hereby authorized to take such other action as may be necessary or appropriate to carry out the purposes of this Resolution and of the Agreement.

Section 6. As required by the Act, the following matters are specifically found and determined:

- (a) The conditions of the Agreement are set forth in the Agreement.
- (b) The duration of the term of the Agreement is as set forth in the Agreement.
- (c) The purpose and objectives of the Agreement are as set forth in the Background of this Resolution and in the Agreement.
- (d) The manner and extent of financing the Agreement are that funds to implement the Borough's obligations under the Agreement shall come from the Borough's General Fund.
- (e) The Council President or his successor shall provide the organizational structure to implement the terms of the Agreement.
- (f) All property, real (if any) or personal, shall be acquired, managed, licensed or disposed of by the County in order to implement the terms of the Agreement.
- (g) No entity is created under the Agreement which will be entering into any contracts.

**[INTENTIONALLY LEFT BLANK -  
SIGNATURES APPEAR ON FOLLOWING PAGES]**

PASSED AND ADOPTED this 14<sup>th</sup> day of October, 2021.

**BOROUGH COUNCIL OF THE  
BOROUGH OF ST. LAWRENCE**

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**Robert J. May - President**

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**David W. Eggert - Vice President**

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**D. Michael Bennethum**

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**Gregory Zawilla**

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**Steve Geibel**

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**Warren Lubenow**

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**Michael Fritz**

Approved as a Resolution of the Borough  
Council of the Borough of St. Lawrence

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Barrie C. Kinsey, Mayor

Date: \_\_\_\_\_, 2021

**EXHIBIT A**

**AGREEMENT TO PROVIDE DISPATCH SERVICES**

**THIS AGREEMENT** ("Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and between Borough of St. Lawrence, Berks County, Pennsylvania, a Borough of the County of Berks, Commonwealth of Pennsylvania ("Local Unit"), and the County of Berks, a third class county of the Commonwealth ("County").

**BACKGROUND**

F. Pursuant to an agreement or agreements, the County has been providing consolidated dispatching services to municipalities located in the County as well as Port Clinton Borough in Schuylkill County.

G. Such services have been provided by the County to the Local Unit in consideration of fees paid to the County, which are subject to an annual increase that is currently decided solely at the discretion of the Berks County Commissioners.

H. The Local Unit has requested the County continue to provide dispatch services which may include Police, Fire, and Emergency Medical Services ("EMS").

I. In consideration of the County fixing its annual fee for such services at the rate for fiscal year 2021 with only inflation index increases thereafter, the County is willing to make available the dispatch services subject to the execution of this Agreement by the Local Unit on or before December 31, 2021.

J. Under the Pennsylvania Intergovernmental Cooperation Act, 53 Pa. C.S. §2301, et seq., a municipality may enter into an intergovernmental cooperation agreement upon the passage of a resolution as deemed appropriate by its governing body in the exercise or performance of its governmental functions, powers or responsibilities.

**NOW, THEREFORE**, intending to be legally bound, the parties agree as follows:

1. **Background.**

The background clauses set forth above are incorporated herein by reference.

2. **Emergency Communication Services.**

(a) The County shall provide the Local Unit with emergency communication dispatch services as designated on Exhibit A attached hereto and incorporated herein by reference (the "Services") for the calendar year commencing January 1, 2022. The Services shall include the dispatching of the Local Unit's designated fire, police and/or EMS providers as set forth on Exhibit A from time to time under the policies and processes of the County's Department of Emergency Services ("DES") as may be in force at the time of such dispatch.



(b) The Services shall be provided in calendar year 2022 for the aggregate fees set forth on Exhibit A (“Fees”), which are at the same rate as paid by the Local Unit in 2021. For each calendar year following 2022 for which this Agreement is in place, there shall be an annual increase in Fees based on the Consumer Price Index-All Urban Consumers (CPI-U) for the Northeast Region (the “Index”) as published by the US Department of Labor. The twelve-month average published each December shall be used to adjust the cost increase for the succeeding year. In the event the Index no longer uses Northeast Region, the County may substitute U.S. City Average.

(c) The County shall invoice the Local Unit for Fees for calendar years subsequent to 2022 on or before February 28. All payments of Fees shall be made to the County on or before June 1 of each year.

(d) Any increase in capital costs that are directly and solely attributed to the Local Unit shall be paid by the Local Unit.

3. **Addition or Deletion of Services.**

(a) The Local Unit may request the County add Services for emergency services disciplines not being dispatched by the County at that time no less than ninety (90) days prior to the intended commencement of such revised Services, which, if the County agrees, shall be set forth as an amendment to Exhibit A. Payment for such additional Services will also be set forth on amended Exhibit A and will be based on the costs being paid by other Local Units for which the County provides Services at the time of the request.

(b) The Local Unit may notify the County to delete Services no less than 90 days prior to the date intended for said deletion to go into effect; provided, however, that there shall be no refund of Fees previously paid for the calendar year.

4. **Termination of All Services.**

So as to allow for a transition to another dispatch service provider in a way that will not impair public safety, the Local Unit shall notify the County of an intent to terminate this Agreement for the subsequent calendar year no later than September 30 of the current year. Such notice shall include instructions as to how and where requests for emergency assistance in the Local Unit shall be directed after termination.

5. **Maintenance of Public Records.**

Records generated and/or related to Services provided by the County to the Local Unit under this Agreement shall comply with relevant requirements of any applicable law or regulation. The County shall retain such records in accordance with applicable law and shall produce such records pursuant to requests for records in accordance with applicable law. The

County shall make records available to the Local Unit and its emergency response organizations under the terms of DES's Release of 9-1-1 Records Policy as may be in effect at the time of the request.

**6. Limitation of Liability; Defense of Claims**

(a) Neither the County nor the Local Unit are responsible for the independent acts and/or omissions of the other party, or their officers, employees, or agents. Each party shall be responsible for the negligent, willful, or intentional acts or omissions of their respective personnel.

(b) Each party shall process and defend, at its own expense, any and all claims of whatsoever kind or nature, with respect to that party's acts or omissions relating to 911 emergency or non-emergency dispatch calls.

**7. Miscellaneous.**

(a) **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of both parties hereto.

(b) **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(c) **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.

(d) **Further Assurances and Corrective Instruments.** The Local Unit and the County shall execute, acknowledge and deliver, or cause to be executed, any such instruments as may be reasonably required for correcting any inconsistent or ambiguities of this Agreement.

(e) **Headings.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(f) **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Agreement.

(g) **Notices.** All notices, requests, demands and communications hereunder will be given by first class certified mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused

or returned undelivered. Notices will be addressed to the parties as follows:

If to County: County of Berks  
Attention: County Commissioners  
633 Court Street  
Reading, PA 19601

With a copy to: County of Berks  
Attention: Solicitor  
633 Court Street  
Reading, PA 19601

Berks County Department of Emergency Services  
Attention: Director  
2561 Bernville Road  
Reading, PA 19605

If to Local Unit: Borough of St. Lawrence  
3540 St. Lawrence Avenue  
St. Lawrence, PA 19606

With a copy to: Joan E. London, Esquire  
Kozloff Stoudt, Professional Corporation  
2640 Westview Drive  
Wyomissing, PA 19610

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

(h) **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, including all matters of enforcement, validity and performance.

(i) **Electronic Copies.** Any signed copy of this Agreement that is reproduced via facsimile, photocopy or other electronic means shall be as valid and enforceable as an originally signed document for all purposes.

(j) **Previous Agreements.** Any previous agreements between the County and Local Unit regarding dispatch of fire, police or EMS services are hereby terminated as of the Effective Date.

[Signature page follows]

**ATTEST:**

**COUNTY OF BERKS**

\_\_\_\_\_  
Chief Clerk

By: \_\_\_\_\_  
Brian A. Gottschall  
Director of Emergency Services

**ATTEST:**

**BOROUGH OF ST. LAWRENCE  
Berks County, Pennsylvania**

\_\_\_\_\_  
Susan Eggert  
Secretary of Borough Council

By: \_\_\_\_\_  
Robert J. May  
President of Borough Council

**EXHIBIT A**  
**St. Lawrence Borough**

<u>SERVICE</u>		<u>2022 Cost</u>
Fire	Yes <input checked="" type="checkbox"/> _____ No _____	\$4,048.78
Police	Yes <input checked="" type="checkbox"/> _____ No _____	\$13,657.38
EMS	Yes <input checked="" type="checkbox"/> _____ No _____	\$3,975.13
	<b>TOTAL</b>	<b>\$21,681.29</b>

**BOROUGH OF ST. LAWRENCE  
RESOLUTION 856-2021**

**A resolution of the Borough of St. Lawrence, Commonwealth of Pennsylvania, supporting the  
Pennsylvania Commission for the United States Semi-Quincentennial (AMERICA250PA)**

**WHEREAS**, the Pennsylvania legislature and the Governor created AMERICA250PA in 2018 to plan, encourage, develop and coordinate the commemoration of the 250<sup>th</sup> anniversary of the United States and Pennsylvania's integral role in that event and the role of its people on the nation's past, present and future; and

**WHEREAS, AMERICA250PA** hopes to engage ALL Pennsylvanians and ALL 67 counties through their many signatures and officially recognized programs, projects and events over the next five years by inspiring future leaders and celebrating all Pennsylvanians contributions to the nation over the last 250 years; and

**WHEREAS**, by adoption of AMERICA250PA's four pillars of EPIC, we hope to educate, preserve, innovate and celebrate.

**NOW, THEREFORE, BE IT RESOLVE, AND IT HEREBY RESOLVED** that the Borough of St. Lawrence, hereby endorses AMERICA250PA and their mission to educate, preserve, innovate and celebrate EVERY Pennsylvanian in EVERY county; and

**BE IT FURTHER RESOLVED**, that the Borough of St. Lawrence will officially participate with an AMERICA250PA Berks County Commission made up of a diverse group of citizens to work with AMERICA250PA on any and all activities within Berks County. The participants of the Berks County Commission will be strictly voluntary roles and there will be no compensation for participation; and

**IT IS FURTHER RESOLVED**, that a copy of this resolution be sent to the Berks County Commissioners, the Berks County legislative delegation and AMERICA250PA Commission.

**PASSED AND APPROVED** at a regular meeting of the St. Lawrence Borough Council, Berks County, Pennsylvania, held this 14<sup>th</sup> day of October 2021.

**ST. LAWRENCE BOROUGH COUNCIL**

\_\_\_\_\_  
**ROBERT J. MAY, COUNCIL PRESIDENT**

\_\_\_\_\_  
**DAVID W. EGGERT, COUNCIL VICE-PRESIDENT**

**ATTEST:**

\_\_\_\_\_  
**BARRIE C. KINSEY, BOROUGH MAYOR**

\_\_\_\_\_  
**SUSAN D. EGGERT, BOROUGH SECRETARY**