

Madam President, Members of Council, Residents and Members of the Public:

I fully appreciate and support our residents and others who engage in public comment. Those who offer their remarks sometimes feel frustrated because rhetorical and substantive questions are asked, but Council does not engage in dialogue during public comment. As we are further limited in communicating about some issues because of ongoing litigation, I've found that periodically it's helpful to reiterate the Borough's position and set a few facts straight, so I will beg your indulgence for a few minutes tonight.

We are a land-locked municipality with a limited, but stable tax base and, fortunately, we are able to provide the municipal services we can – and should – to our community in a highly efficient and cost-effective manner.

As a municipality, we are always concerned with spending our taxpayers' dollars wisely. We do so when we hire our staff of five people – 5 people – who do the work of a dozen. They need to know we're grateful for every hour they spend in honorable public service to our community. Thank you to our Staff!

We're also grateful for the intergovernmental agreements, contracts and working relationships we have with our closest municipal neighbors... most notably Penbrook Borough, the City of Harrisburg, and Swatara Township in particular. It is with their help that we provide those critical municipal services that would be otherwise unaffordable if we had to support all of the infrastructure ourselves. It's why we contract for waste disposal, for zoning, for police protection and for fire response services. In each of these contracts, we have acted for our community and in the most cost-effective manner possible. And in each of these cases, we have been abundantly pleased with the services we are receiving. Thank you to our Municipal Partners!

In contrast with the very good relationships with our cooperative partners, we are also engaged in a legal action to eject the Independent Paxtang Fire Company from our building. We have not entered into this action lightly, but we have done so out of necessity... to exercise our proper legal rights.

We are very mindful of our ongoing legal expenses, but we have maintained valid reasons for our ejectment lawsuit. Simply put, now that we contract for fire prevention services with another entity, we are not required to support our former service provider any longer. Our pursuit of legal action has never been motivated by any personal vendetta as some have accused... rather, it's a simple matter of cost-effectiveness that I fully explained on the public record 19 months ago, back in January of 2023.

We are moving forward with the litigation to eject the fire company from the municipal building because they are no longer authorized to provide services to the Borough. We are moving forward with the litigation because they simply won't leave ... but removing them from the building is more complex than just locking doors.

We are not their employer, although we have already terminated their services as no longer required. They just refuse to go.

We are different from a landlord trying to evict a tenant, because a tenant pays rent. The fire company doesn't.

We are different from a utility pursuing a shutoff, because a utility customer at least pays for its heat, or electric, or water consumption. The fire company doesn't.

Interestingly, both the Borough and its critics have described us not unlike parties seeking a divorce. Certainly, this is accurate, in part, because the parties cannot reconcile. But frankly, the analogy fails because in Pennsylvania you can get a divorce after 1 year. But now it has been 2 years since we asked the fire company to go; yet they *still* refuse.

We've been told that all Court decisions in our case this far have been in favor of the fire company and against the Borough, but That is Factually Not Correct... and we now have a Facilities Use Agreement in place as proof.

It has been suggested that the Judge in our case has directed the parties to reconcile, but to be clear, that is Factually Not Correct and Legally Not Correct... he has directed the parties to Settle the lawsuit.

Towards that end, more than once, This Borough has made good-faith offers of settlement. Each time the fire company simply refused, but then offered no further substantive discussion.

Notably, the Borough has been the ONLY party to make good-faith settlement offers.

IF the Borough *can* find a mutually agreeable settlement, we remain committed to that end. If not, we are left with no alternative but to carry out this litigation to its conclusion. That includes the action to recover any and all property of the Borough, including partition of the trucks and recovery of our radios.

Thank you.

Respectfully Submitted,

Eric S. Fillman

August 20, 2024