

MACUNGIE BOROUGH COUNCIL
AGENDA
Monday September 15 2025
Regular Meeting

7:30 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements
5. Barry Isett Engineering
 - a. Report-none
6. Public Comment
 - a. Public
 - b. Council Members
7. Presentations / Guest Speakers
 - a. Chris Greb Macungie Ambulance Annual Report
8. Complaints, Petitions, and Appeals
9. Approval of Minutes
 - a. September 2, 2025
10. Financial Agenda
 - a. Treasurer's report (2nd meeting of month)
 - b. Approval of Paid Bills Detail report
11. Correspondence
 - a. Macungie Ambulance Monthly Report
 - b. Campbell, Rappold & Yurasits Borough of Macungie FY 2024 Audit
12. Reports
 - a. Macungie Institute Manager Quarterly Report
 - i. April 21, July 7, October 21
 - b. Zoning Monthly Update Report (2nd meeting of month)
 - c. Solicitor
 - d. Macungie Police Department Update (2nd meeting of month)
 - e. Mayor's Report
 - f. Borough Manager

13. Unfinished Business

- a. None

14. New Business

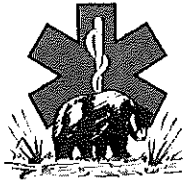
- a. Locust Street Sidewalk Project Change Order Approval(s):
 - i. Change order #1 Heim Construction-additional sidewalk panels to be replaced \$2,305.00
 - ii. Change order #2 Heim Construction-additional concrete panel removal and replacement \$ 345.75.
 - iii. Change order #3 Heim Construction relocation of 2" conduit to new ppl telephone pole \$ 1695.95.
 - iv. Total of (3) change orders: \$ 4,346.70
- b. Resolution 2025-07 Authorization to execute Winter Maintenance Agreement with PADOT.
- c. Ordinance 2025-01 draft Zoning Amendment Ordinance
- d. Consideration of Planning Commission appointment of Camille McDonald to fill remainder of vacant position with term expiring 3/31/2027.
- e. Authorization to execute the System User Agreement for the County-wide radio safety system.

15. Executive Session

- a. Legal, Personnel, Real Estate

16. Action as a result of executive session

17. Adjournment



MACUNGIE AMBULANCE CORPS

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08/24/2025

Macungie Borough Council
21 Locust Street
Macungie, PA 18062

Dear Borough Council:

We are aware that Borough Council members will soon be deliberating the 2026 annual budget. Macungie Borough has, for many years, supported our organization through generous donations of funds and in-kind, and we are writing today to once again request your support next year and in the years to come.

EMS agencies across the country are struggling. So much so that you can now watch an award-winning documentary on Amazon; "Honorable but Broken; EMS in crisis." As noted in the movie description, "Honorable but Broken highlights the highs and significant lows of working in EMS -the emotional toll of the job, lack of mental health resources, pitiful wages, and overall undervaluation-and looks for solutions."

While the challenges highlighted in this documentary are present for all EMS agencies, I am happy to report that our organization is faring much better than many others. Our commitment to providing high-quality community-based care continues. Your contributions and ongoing support have been no small part of our success and ability to serve the public.

Today, we respectfully ask that you consider continuing your long-standing financial support of our organization for the 2026 budget year. We are requesting at least the same level of funding that you were able to provide this year, which was \$ 1,600.

Furthermore, we are requesting that you once again consider our request for additional funding for a new ambulance in 2028. Last year we asked all of the municipalities we serve to consider this additional funding. The total request for Macungie Borough is \$ 14,000 by 2028 and \$ 15,050 by 2032. If funded equally over the next three years, that would be \$ 4,666 next year and the same amount for the next two years after that.

Attached you will find completed and audited copies of our 2024 financial statements, a 2025 financial document as of mid-year, and a proposed 2026 budget for our organization. We believe that these documents, our ongoing communication, and your consideration meet the requirements of Act 8 of 2008.

Should you have any questions regarding this request or our organization in general, please feel free to contact me at any time. Your consideration and support are greatly appreciated.

Respectfully,

Christopher J. Greb, NRP
Executive Director

"Committed to Caring"

MACUNGIE AMBULANCE CORPS

**Financial Statements and
Independent Auditor's Report**

December 31, 2024

CAMPBELL, RAPPOLD & YURASITS LLP
Certified Public Accountants
1033 South Cedar Crest Boulevard Allentown, PA 18103

**MACUNGIE AMBULANCE CORPS
TABLE OF CONTENTS**

	Page(s)
Independent Auditor's Report	1 - 2
<u>Financial Statements:</u>	
Statements of Assets, Liabilities, and Net Assets – Modified Cash Basis	4
Statements of Revenues, Expenses, and Changes in Net Assets – Modified Cash Basis	5
Statement of Functional Expenses – Modified Cash Basis	6
Notes to Financial Statements	7 - 13

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Macungie Ambulance Corps
Macungie, Pennsylvania

Opinion

We have audited the accompanying financial statements of Macungie Ambulance Corps (a Not-for-Profit Corporation), which comprise the statements of assets, liabilities, and net assets – modified cash basis as of December 31, 2024, and the related statements of revenues, expenses, and changes in net assets – modified cash basis, and functional expenses – modified cash basis for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Macungie Ambulance Corps as of December 31, 2024, and the changes in its net assets for the year then ended in accordance with the modified cash basis of accounting as described in Note 2.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial statements section of our report. We are required to be independent of Macungie Ambulance Corps and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Basis of Accounting

We draw attention to Note 2 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the modified cash basis of accounting described in Note 2; this includes determining that the modified cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibilities for the Audit of the Financial statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Macungie Ambulance Corps' internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Macungie Ambulance Corps' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Summarized Comparative Information

Other auditors have previously audited Macungie Ambulance Corps' December 31, 2023 financial statements, and they expressed an unmodified audit opinion on those audited financial statements in their report dated July 24, 2024. The summarized comparative information presented herein as of and for the year ended December 31, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Cory Bell, Rappold & Yonastin LLP

August 20, 2025

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MACUNGIE AMBULANCE CORPS
(A Not-for-Profit Corporation)
STATEMENTS OF ASSETS, LIABILITIES,
AND NET ASSETS – MODIFIED CASH BASIS

	December 31,	
	2024	2023
<u>ASSETS:</u>		
<u>Current Assets</u>		
Cash and Cash Equivalents (Note 4)	\$ 778,061	\$ 687,898
Investments (Note 5)	1,207,584	1,119,285
Other Receivables	989	1,367
Total Current Assets	1,986,634	1,808,550
Property and Equipment, Net (Note 6)	1,126,693	1,108,126
TOTAL ASSETS	\$ 3,113,327	\$ 2,916,676
 <u>LIABILITIES AND NET ASSETS:</u>		
<u>Current Liabilities</u>		
Long-Term Debt, Current Portion (Note 7)	\$ 4,662	\$ 4,570
Total Current Liabilities	4,662	4,570
Long-Term Debt, Net of Current Portion (Note 7)	67,878	72,540
Total Liabilities	72,540	77,110
<u>Net Assets</u>		
Without Donor Restrictions	3,040,787	2,839,566
TOTAL LIABILITIES AND NET ASSETS	\$ 3,113,327	\$ 2,916,676

See independent auditor's report and notes to the financial statements.

MACUNGIE AMBULANCE CORPS
(A Not-for-Profit Corporation)
STATEMENTS OF REVENUES, EXPENSES,
AND CHANGES IN NET ASSETS – MODIFIED CASH BASIS

	Year Ended December 31,	
	2024	2023
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS		
<u>Support and Revenue</u>		
Service Income	\$ 1,860,709	\$ 1,826,396
Subscription Income	239,173	220,576
Contributions	83,466	59,330
Grants	173,852	257,682
Other Income	45,152	42,602
Total Support and Revenue	<u>2,402,352</u>	<u>2,406,586</u>
<u>Expenses</u>		
Program Service	2,180,396	2,195,297
Management and General	121,130	125,481
Total Operating Expenses	<u>2,301,526</u>	<u>2,320,778</u>
Operating Surplus	<u>100,826</u>	<u>85,808</u>
<u>Nonoperating Revenues</u>		
Unrealized Gains on Investments	46,342	54,632
Interest and Dividends	54,053	39,564
Total Nonoperating Revenues	<u>100,395</u>	<u>94,196</u>
Changes in Net Assets without Donor Restrictions	<u>201,221</u>	<u>180,004</u>
NET ASSETS, Beginning of Year	<u>2,839,566</u>	<u>2,659,562</u>
NET ASSETS, End of Year	<u>\$ 3,040,787</u>	<u>\$ 2,839,566</u>

See independent auditor's report and notes to the financial statements.

MACUNGIE AMBULANCE CORPS
(A Not-for-Profit Corporation)
STATEMENT OF FUNCTIONAL EXPENSES – MODIFIED CASH BASIS
For the Year Ended December 31, 2024
With Comparative Totals for the Year Ended December 31, 2023

	Year Ended December 31, 2024			2023 Total
	Program Service	Management and General	2024 Total	
Salaries and Wages	\$ 1,186,917	\$ 65,386	\$ 1,252,303	\$ 1,308,762
Payroll Taxes	95,154	5,188	100,342	104,576
Employee Benefits	187,545	10,332	197,877	152,973
Insurance	89,135	-	89,135	85,614
Supplies	61,816	-	61,816	41,507
Equipment Repairs and Maintenance	90,737	-	90,737	108,071
Fuel	31,619	-	31,619	36,480
Utilities	26,260	-	26,260	28,405
Building Repairs and Maintenance	40,163	-	40,163	53,920
Information Technology	33,314	-	33,314	37,609
Rent Expense	1,800	-	1,800	3,600
Subscriptions	17,999	-	17,999	17,120
Postage	593	-	593	1,795
Conferences and Conventions	13,679	-	13,679	14,171
Printing	1,694	-	1,694	1,260
Advertising	4,339	-	4,339	5,782
Community Training	6,630	-	6,630	7,377
Bank Charges	2,673	-	2,673	4,323
Membership Fees and Dues	1,829	-	1,829	1,685
Professional Fees	2,060	29,302	31,362	27,261
Interest Expense	1,500	-	1,500	1,591
Billing and Collection	98,240	-	98,240	80,336
Employee Expenses	14,113	10,922	25,035	24,225
Miscellaneous	973	-	973	640
Depreciation	169,614	-	169,614	171,695
	<u>\$ 2,180,396</u>	<u>\$ 121,130</u>	<u>\$ 2,301,526</u>	<u>\$ 2,320,778</u>

See independent auditor's report and notes to the financial statements.

MACUNGIE AMBULANCE CORPS, INC.
(A Not-for-Profit Corporation)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 and 2023

1. Nature of Activities

Macungie Ambulance Corps is a not-for-profit corporation organized under the laws of the Commonwealth of Pennsylvania for the purpose of providing medical service to residents in the community and training the community in CPR and the use of defibrillator equipment to save lives when emergencies arise. The Organization is exempt from federal income tax under the provisions of Section 501(c)(3) of the Internal Revenue Code.

2. Summary of Significant Accounting Policies

Basis of Accounting

The financial statements have been prepared on the modified cash basis of accounting; consequently, certain revenues are recognized when received rather than when earned and certain expenses and purchases of assets are recognized when cash is disbursed rather than when the obligation is incurred. Modifications to the cash basis of accounting include the capitalized costs of property and equipment as well as the corresponding depreciation expense on those assets. The financial statements also contain modifications to the cash basis of accounting for recording investments at fair value, other receivables, and long-term debt.

Basis of Presentation

Financial statement presentation follows the requirements of the Financial Accounting Standards Board (FASB) ASC 958 Financial Statements of Not-for-Profit Organizations. Under FASB ASC 958, the Organization is required to report information regarding its financial position and activities according to two classes of net assets.

A description of the two net asset classes follows:

Net Assets Without Donor Restrictions - Net assets available for use in general operations and not subject to donor-imposed stipulations. Net assets without donor restrictions may be designated for specific purposes by the action of the Board of Directors.

Net Assets With Donor Restrictions - Net assets subjected to donor-imposed restrictions. Some donor restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulated that resources be maintained in perpetuity. Donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statements of Revenues, Expenses, and Changes in Net Assets – Modified Cash Basis as net assets released from restrictions.

Measure of Operations

The Statements of Revenues, Expenses, and Changes in Net Assets – Modified Cash Basis reports all changes in net assets, including changes in net assets from operating and nonoperating activities. Operating activities consist of those items attributable to the Organization's ongoing activities. Nonoperating activities are limited to resources that generate return from investments.

MACUNGIE AMBULANCE CORPS, INC.
(A Not-for-Profit Corporation)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 and 2023

2. Significant Accounting Policies (Continued)

Use of Estimates

The preparation of financial statements in conformity with the modified cash basis of accounting requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Organization is a not-for-profit corporation exempt from income taxes under section 501(c)(3) of the Internal Revenue Code. The Organization is not involved in any unrelated business income therefore no provision for income taxes are included in these financial statements. Annually, the Organization files Form 990 with the Internal Revenue Service. The Organization believes that there is appropriate support for all tax positions taken, and as such, does not have any uncertain tax positions that are material to the financial statements. The Organization has filed all required information returns in the United States of America and is no longer subject to U.S. tax examinations by taxing authorities for years before 2021.

Cash and Cash Equivalents

The Organization considers all highly liquid investments available for current use with an initial maturity of three months less to be cash equivalents.

Investments

Investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values based on quoted prices in active markets in the Statement of Assets, Liabilities, and Net Assets – Modified Cash Basis. Unrealized gains and losses are included in the change in net assets. The Organization holds certificates of deposit and exchange traded funds which are considered Level 1 assets under the Financial Accounting Standards Board ASC 820-10 fair value hierarchy. The fair value is estimated using significant observable inputs, including quoted prices for similar investments and interest rates.

Property and Equipment

Property and equipment is stated at cost. Depreciation is computed by use of the straight-line and MACRS methods based on estimated useful lives. The Organization has a policy to capitalize all purchases greater than \$2,500 with a useful life of one year or more while maintenance and repairs that do not improve or extend the original useful lives of the respective assets are expenses as incurred.

	<u>Years</u>
Building and Improvements	7 - 39
Equipment	5 - 7
Vehicles	5 - 7

MACUNGIE AMBULANCE CORPS, INC.
(A Not-for-Profit Corporation)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 and 2023

2. **Summary of Significant Accounting Policies (Continued)**

Other Receivables

Other receivables are amounts due to the Organization from employees as a result of the Organization purchasing protective equipment on their behalf.

Contributions

Contributions received are recorded as support without donor restriction or with donor restriction depending on the existence and/or nature of any donor restrictions.

Support that is restricted by the donor is reported as an increase in net assets with donor restrictions, depending on the nature of the restriction. When a donor restriction expires (that is, when stipulated time restriction ends or purpose restriction is accomplished), donor restricted net assets are reclassified to net assets without donor restrictions. Contributions with donor restrictions whose restrictions are met in the same period are reported as support without donor restrictions.

Revenue Recognition

In accordance with the modified cash basis of accounting, service and subscription income is recorded as revenue in the period collected. The Statements of Assets, Liabilities and Net Assets - Modified Cash Basis, therefore, do not include uncollected service fees.

Allocation of Expenses by Function

Directly identifiable expenses are charged to program service and management and general. Expenses related to more than one function are charged to programs and supporting services on the basis of periodic time and expense studies. Management and general expenses include those expenses that are not directly identifiable with any other specific function but provide for the overall support and direction of the Organization.

Advertising Costs

The Organization expenses advertising costs as incurred. Costs consist primarily of promoting the services of the Organization. Total advertising expense was \$4,339 and \$5,782 for the years ended December 31, 2024 and 2023, respectively.

Concentrations of Credit Risk

Financial Instruments which potentially subject the Organization to concentrations of credit risk consist principally of cash and cash equivalent. The Organization maintains its cash in bank deposit and money market accounts which, at times, may exceed FDIC insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant credit risk related to cash and cash equivalents. The Organization has \$190,503 in excess of FDIC limits at one financial institution at December 31, 2024.

MACUNGIE AMBULANCE CORPS, INC.
(A Not-for-Profit Corporation)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 and 2023

2. Significant Accounting Policies (Continued)

Reclassifications

Certain reclassifications have been made to present last year's financial statements on a basis comparable to the current year's financial statements. These reclassifications had no effect on the change in net assets or total net assets.

3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the Statements of Assets, Liabilities, and Net Assets – Modified Cash Basis date, comprise the following:

	<u>December 31,</u>	
	<u>2024</u>	<u>2023</u>
Cash and Cash Equivalents	\$ 778,061	\$ 687,898
Investments	<u>1,207,584</u>	<u>1,119,285</u>
	<u>\$ 1,985,645</u>	<u>\$ 1,807,183</u>

The Organization is supported mainly by transportation revenue from patients and third-party payers. Funding is also received in the form of subscription revenue and contributions. The Organization believes that transportation revenue in conjunction with other support along with the assets held at December 31, 2024 is sufficient to enable to Organization to continue to operate for the upcoming year.

4. Cash and Cash Equivalents

The Organization considers short-term highly liquid investments to be cash equivalents provided that they are both readily convertible to cash and had an original maturity of three months or less when purchased. The balance in cash and cash equivalents at December 31, 2024 and 2023 include:

	<u>December 31,</u>	
	<u>2024</u>	<u>2023</u>
Bank Accounts and Cash	\$ 630,010	\$ 649,874
Federal Money Market Fund	<u>148,051</u>	<u>38,024</u>
Total	<u>\$ 778,061</u>	<u>\$ 687,898</u>

MACUNGIE AMBULANCE CORPS, INC.
(A Not-for-Profit Corporation)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 and 2023

5. Investments

Investment securities consist entirely of marketable equity securities which are carried at fair value based on quoted prices in active markets (all level 1 measurements) and consist of the following at December 31, 2024 and 2023 respectively:

	December 31,			
	2024		2023	
	Cost	Fair Value	Cost	Fair Value
Bank Certificates of Deposit	\$ 607,544	\$ 616,270	\$ 580,000	\$ 587,184
Vanguard Total Bond Market ETF	350,065	400,370	220,536	188,367
Vanguard Total World Stock ETF	227,406	190,944	342,344	343,734
Total Assets at Fair Value	<u>\$ 1,185,015</u>	<u>\$ 1,207,584</u>	<u>\$ 1,142,880</u>	<u>\$ 1,119,285</u>

Investment income is comprised of the following for the years ended December 31, 2024 and 2023, respectively:

	December 31,	
	2024	2023
Interest and Dividends	\$ 54,053	\$ 39,564
Unrealized Gains	46,342	54,632
Total	<u>\$ 100,395</u>	<u>\$ 94,196</u>

6. Property and Equipment

Property and equipment are as follows:

	December 31,	
	2024	2023
Land	\$ 112,500	\$ 112,500
Building and Improvements	1,514,525	1,514,525
Vehicles	1,067,675	924,025
Equipment	492,900	449,697
	3,187,600	3,000,747
Less: Accumulated Depreciation	<u>(2,060,907)</u>	<u>(1,892,621)</u>
	<u>\$ 1,126,693</u>	<u>\$ 1,108,126</u>

Depreciation charged to expense was \$169,614 and \$171,695 for the years ended December 31, 2024 and 2023, respectively.

MACUNGIE AMBULANCE CORPS, INC.
(A Not-for-Profit Corporation)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 and 2023

7. Long-Term Debt

Long-Term debt consists of the following:

	<u>December 31,</u>	
	<u>2024</u>	<u>2023</u>
2.00% Notes Payable to a Financing Company, Collateralized by Property and Equipment, Due in Monthly Installments of \$506, including Interest, Until August 2038.	\$ 72,540	\$ 77,110
Less: Current Portion	(4,662)	(4,570)
	<u>\$ 67,878</u>	<u>\$ 72,540</u>

Interest expense incurred was \$1,500 and \$1,591 for the years ended December 31, 2024 and 2023, respectively.

Long-term debt maturities are as follows:

Years ending December 31,		
	2025	\$ 4,662
	2026	4,756
	2027	4,852
	2028	4,950
	2029	5,050
	Thereafter	48,270
		<u>\$ 72,540</u>

8. Commitments

The Organization has an operating lease for an ambulance bay which requires monthly payments totaling \$300. The Organization incurred \$1,800 and \$3,600 in rental expense related to this lease during the years ended December 31, 2024 and 2023, respectively.

9. Simple IRA

The Organization provides a Simple IRA for eligible employees. Participants may elect to defer up to 100% of their pay to the maximum IRS limit. In addition, the Organization will make a matching contribution equal to 100% of employee salary reductions up to 3%. The employer's matching contribution was \$27,815 and \$25,456 for the years ended December 31, 2024 and 2023, respectively.

MACUNGIE AMBULANCE CORPS, INC.
(A Not-for-Profit Corporation)
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2024 and 2023

10. Contingencies

The ambulance industry is subject to numerous laws, regulations, and administrative directives of federal, state, and local governments and agencies. Compliance with these laws and regulations can be subject to future government review and interpretation as well as regulatory actions unknown or unasserted at this time. Government activity continues to increase with respect to investigations and allegations concerning possible violations by healthcare providers of fraud and abuse statutes and regulations, which could result in the imposition of significant fines and penalties as well as significant repayments for patient service revenues previously billed. Management is not aware of any material incidents of noncompliance; however, the future effects of this matter on the Organization, if any, are not determinable.

11. Summarized Totals For the Year Ended December 31, 2023

The financial statements include certain prior year summarized comparative information in total, but not by function or net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with the modified cash basis of accounting. Accordingly, such information should be read in conjunction with the financial statements for the year ended December 31, 2023, from which the information was derived.

12. Subsequent Events

Management has evaluated subsequent events through August 20, 2025, the date on which the financial statements were available to be issued and has determined that no material subsequent events exist that require recognition or disclosure.

4:35 PM
07/03/25
Cash Basis

MACUNGIE AMBULANCE CORPS
Cash Receipts & Cash Disbursements Budget vs. Actual
January through June 2025

	Jan - Jun 25	Budget	\$ Over Bud...
Income			
4000 · SERVICE INCOME			
4010 · INCOME FROM CALLS	976,208.60	954,124.53	22,084.07
4020 · STAND-BY	1,365.00	8,750.02	-7,385.02
4030 · Turnpike Income	0.00	125.02	-125.02
Total 4000 · SERVICE INCOME	977,573.60	962,999.57	14,574.03
4100 · SUBSCRIPTIONS			
4110 · SUBSCRIPTION INCOME-FALL	22,181.00	9,500.02	12,680.98
4111 · Subscription Income-Fall Cur Yr	0.00	87,500.02	-87,500.02
4115 · SUBSCRIPTION INCOME-SPRING	29,838.45	20,000.02	9,838.43
Total 4100 · SUBSCRIPTIONS	52,019.45	117,000.06	-64,980.61
4300 · MEDICAL RECORDS INCOME	216.00	399.98	-183.98
4500 · COMMUNITY OUTREACH INCOME	14,920.40	5,000.02	9,920.38
4515 · First Responder Training Fee	4,391.00	500.02	3,890.98
4520 · OTHER INCOME	1,002.33	750.00	252.33
4521 · Sale of Excess/Obsolete Items	162.81	249.98	-87.17
4540 · Bay Lease Income	7,989.04	6,750.00	1,239.04
4550 · Leased Employee Income	0.00	500.02	-500.02
4560 · Advertising Income	22,500.00	11,250.00	11,250.00
4600 · DONATIONS			
4605 · CORPORATE & BUSINESS	2,050.00	3,500.02	-1,450.02
4610 · PUBLIC DIRECT	2,094.86	5,000.02	-2,905.16
4615 · FOUNDATIONS, TRUSTS, NONPROFITS	1,814.31	5,000.02	-3,185.71
4616 · First Responder Train Donate	1,500.00	5,000.02	-3,500.02
4625 · DONATIONS WITH SUBSCRIPTIONS	8,954.00	11,000.02	-2,046.02
4626 · DONATION - SPECIAL OPERATIONS	1,796.43	2,000.02	-203.59
4600 · DONATIONS - Other	75.00		
Total 4600 · DONATIONS	18,284.60	31,500.12	-13,215.52
4700 · GOVERNMENT			
4705 · STATE GRANTS	15,000.00	7,500.00	7,500.00
4710 · LOCAL GOVERNMENT GRANTS	47,000.00	50,000.02	-3,000.02
4720 · EMS COUNCIL	1,436.80	999.98	436.82
4781 · Local Grants - New Ambulance	37,500.00		
Total 4700 · GOVERNMENT	100,936.80	58,500.00	42,436.80
4800 · INTEREST INCOME			
4810 · INTEREST INCOME - C. D.	1,357.84	200.02	1,157.82
4820 · INTEREST INCOME - MONEY MARKET	3,290.39	1,250.02	2,040.37
Total 4800 · INTEREST INCOME	4,648.23	1,450.04	3,198.19
Total Income	1,204,644.26	1,196,849.81	7,794.45
Gross Profit	1,204,644.26	1,196,849.81	7,794.45
Expense			
5000 · OPERATIONS			
5010 · GROSS PAYROLL - OPER.	684,388.84	646,869.96	37,518.88

4:35 PM
07/03/25
Cash Basis

MACUNGIE AMBULANCE CORPS
Cash Receipts & Cash Disbursements Budget vs. Actual
January through June 2025

	Jan - Jun 25	Budget	\$ Over Bud...
5015 · PAYROLL TAXES - OPER.	55,057.25	55,113.35	-56.10
5020 · MEDICAL COVERAGE	94,975.13	84,360.61	10,614.52
5030 · WORKMANS COMP	0.00	18,000.00	-18,000.00
5044 · MED & OPS SUPPLIES / EQT	1,191.92		
5044.1 · Non-Occurring Purch (grant use)	17,523.43	21,000.00	-3,476.57
5044 · MED & OPS SUPPLIES / EQT - Other			
Total 5044 · MED & OPS SUPPLIES / EQT	18,715.35	21,000.00	-2,284.65
5047 · IRA	15,960.35	14,000.02	1,960.33
5050 · VEHICLE REPAIRS	35,234.99	24,500.02	10,734.97
5051 · GAS	15,075.87	17,000.02	-1,924.15
5061 · EQT MAINT & REPAIRS	10,618.79	18,000.00	-7,381.21
5075 · LIFE / STD / LTD INSUR EXPENSE	7,610.23	8,499.98	-889.75
5080 · TRAINING	1,773.57	3,500.02	-1,726.45
5095 · UNIFORMS	6,008.40	3,999.98	2,008.42
5096 · ALS ASSIST FEE	125.00	1,500.00	-1,375.00
5115 · MEALS & ENTERTAINMENT	939.02	2,499.98	-1,560.96
5120 · TEAMS	1,155.20	2,000.02	-844.82
5130 · Backgrnd Chks/Drug Testing/EAP	1,981.00	2,000.02	-19.02
Total 5000 · OPERATIONS	949,618.99	922,843.98	26,775.01
6000 · BUILDING EXPENSES			
6010 · UTILITIES			
6010.1 · ELECTRIC	3,169.97	4,500.00	-1,330.03
6010.2 · CABLE	317.46	375.00	-57.54
6010.3 · TRASH	1,429.08	1,500.00	-70.92
6010.4 · TELEPHONE	5,018.35	5,499.98	-481.63
6010.5 · PROPANE	7,892.26	5,000.02	2,892.24
Total 6010 · UTILITIES	17,827.12	16,875.00	952.12
6030 · BLDG MAINT & REPAIRS	12,055.71	20,000.02	-7,944.31
6040 · COMPUTERS & NETWORK & SOFTWARE			
6040.1 · IT Maint & Backup (Omega)	3,215.00		
6040 · COMPUTERS & NETWORK & SOFTWARE - Ot...	17,306.07	20,000.02	-2,693.95
Total 6040 · COMPUTERS & NETWORK & SOFTWARE	20,521.07	20,000.02	521.05
6055 · RENTAL			
6055.2 · RENTAL LOW MAC STATION	3,600.00	1,800.00	1,800.00
Total 6055 · RENTAL	3,600.00	1,800.00	1,800.00
6058 · INSURANCE	0.00	29,000.02	-29,000.02
6060 · BUILDING SUPPLIES	2,404.66	2,000.02	404.64
6071 · Janitorial	3,835.59	3,999.98	-164.39
6080 · Crew Room Snacks Expense	49.80		
6095 · BOTTLED & DEIONIZED WATER	444.00	1,250.02	-806.02
Total 6000 · BUILDING EXPENSES	60,737.95	94,925.08	-34,187.13

4:35 PM
07/03/25
Cash Basis

MACUNGIE AMBULANCE CORPS
Cash Receipts & Cash Disbursements Budget vs. Actual
January through June 2025

	Jan - Jun 25	Budget	\$ Over Bud...
7000 · ADMINISTRATION			
7020 · GROSS PAYROLL - ADMIN	35,667.11	35,100.00	567.11
7021 · SUBSCRIPTION EXPENSES	1,930.99	9,000.00	-7,069.01
7025 · PR TAXES - ADMIN	2,892.27	2,983.50	-91.23
7028 · POSTAGE/ PO BOX & RELATED	1,470.10	500.02	970.08
7029 · OFFICE SUPPLIES	664.19	1,100.02	-435.83
7030 · EQUIPMENT RENTAL	944.59	1,050.00	-105.41
7050 · TRAINING & CONFERENCES	2,589.49	3,000.00	-410.51
7070 · PRINTING	917.30	800.02	117.28
7075 · PUBLIC PROMOTIONS	1,089.57	2,000.02	-910.45
7076 · COMTY OUT TRAIN (ROSTERS/IC)	3,937.50	2,000.02	1,937.48
7077 · FIRST RESPON TRAIN (ROSTER/IC)	7,093.41	1,500.00	5,593.41
7078 · COMTY OUTREACH SUPPLIES	1,767.59	1,299.98	467.61
7079 · FIRST RESPONDER SUPPLIES	2,820.49	1,500.00	1,320.49
7085 · INTEREST EXPENSE	598.08	750.00	-151.92
7100 · BANK CHARGES	1,917.25	2,250.00	-332.75
7102 · Collection Fee Expense	3,791.42	3,000.00	791.42
7103 · Bill Processing Expense	660.15	750.00	-89.85
7104 · Third Party Billing	43,054.19	47,499.98	-4,445.79
7105 · BANQUET/ PICNIC/ AWARD/SUNSHINE	7,386.85	5,000.02	2,386.83
7115 · MEMBERSHIP FEES & DUES	0.00	999.98	-999.98
7120 · DONATION TO NON-PROFIT ORG	0.00	500.02	-500.02
7125 · PAYROLL PROCESSING FEES	2,261.95	2,250.00	11.95
7126 · LEGAL FEES	509.50	2,499.98	-1,990.48
7127 · ACCOUNTING FEES	6,005.00	11,499.98	-5,494.98
7129 · PROF SERVICES/ CONSULTING	0.00	500.02	-500.02
7130 · Taxes - Other	0.00	75.00	-75.00
7200 · MISCELLANEOUS EXPENSE	6.50		
Total 7000 · ADMINISTRATION	129,975.49	139,408.56	-9,433.07
Total Expense	1,140,332.43	1,157,177.62	-16,845.19
Net Income	64,311.83	39,672.19	24,639.64

Macungie Ambulance Corps; Draft 2026 Budget

This budget has not yet been approved nor considered by our executive board

Budget Code		Description	2026 Draft Budget
Income			
4000	Service Income	\$ 2,202,750.00	\$ 2,185,000.00
4010	Income From Calls		\$ 17,500.00
4020	Stand-by		\$ 250.00
4030	Turnpike		\$ -
4000	Service Income - Other		
4100	Subscriptions	\$ 234,000.00	\$ 19,000.00
4110	Subscription Income - Spring - 1st Mailing prior year		\$ 175,000.00
4111	Subscription Income - Fall - 1st Mailing current year		\$ 40,000.00
4115	Subscription Income - 2nd Mailing		
4100	Subscription - Other		
4300	Medical Records Income	\$ 800.00	
4500	Community Outreach Income	\$ 25,000.00	
4515	First Responder Training - Fee for Service	\$ 1,000.00	
4520	Other Income	\$ 1,500.00	
4521	Sale of excess or obsolete items	\$ 500.00	
4522	Crew Room Snacks	\$ 1,000.00	
4540	Bay Lease Income	\$ 13,500.00	
4550	Leased Employee Income	\$ -	
4560	Advertising Income	\$ 22,500.00	

4600	Donations	\$ 63,000.00	
4605	Corporate and Business	\$ 7,000.00	
4610	Public Direct	\$ 10,000.00	
4612	Estates	\$ -	
4615	Foundations, Trusts, Non-Profits	\$ 10,000.00	
4616	First Responder Training Donations (MLF)	\$ 10,000.00	
4625	Donations with Subscriptions	\$ 22,000.00	
4626	Donations - Special Operations	\$ 4,000.00	
4600	Donations - Other	\$ -	
4700	Government	\$ 92,000.00	
4705	State Grants	\$ 15,000.00	
4710	Local Government Grants	\$ 75,000.00	
4715	Federal Grants	\$ -	
4720	EMS Council Grants	\$ 2,000.00	
4781	Local Grants for New Ambulance		
4000	Government - Other		
4800	Interest Income		
4810	Interest Income - CD	\$ 400.00	
4820	Interest Income - Money Market	\$ 7,500.00	
4800	Interest Income - Other		
Total Income		\$ 2,665,450.00	

5000	Operations	\$ 2,066,188.00
5010	Gross Payroll - Operations	\$ 1,440,000.00
5015	Payroll Taxes - Operations	\$ 122,688.00
5020	Medical Coverage	\$ 200,000.00
5030	Workman's Compensation	\$ 40,000.00
5044	Medical and Ops Supplies and Equipment	\$ 44,000.00
5044.1	Non-recurring purchases	
5047	IRA	\$ 30,000.00
5050	Vehicle Repairs	\$ 60,000.00
5051	Fuel for Vehicles	\$ 36,000.00
5060	Covid Related Expenses	\$ 40,000.00
5061	Equipment Maintenance and Repairs	\$ 18,500.00
5075	Life / STD / LTD	\$ 8,000.00
5080	Training	\$ 10,000.00
5095	Uniforms	\$ 3,000.00
5096	ALS Assist Fees	\$ 5,000.00
5115	Meals and Entertainment	\$ 4,000.00
5120	Teams (Special Operations)	\$ 5,000.00
5130	Background Checks / Drug Testing / EAP	
5150	Loan Payments on Equipment	
5153	Equipment for New Vehicles	
5154	New Vehicles	

6000	Building Expenses	\$ 210,100.00	\$ 36,250.00	
6010	Utilities		\$ 10,000.00	
6010.1	Electric		\$ 750.00	
6010.2	Cable		\$ 3,000.00	
6010.3	Trash		\$ 12,500.00	
6010.4	Phones and Mobile Data		\$ 10,000.00	
6010.5	Propane		\$ -	
	Utilities - Other			
6030	Building Maint and Repairs	\$ 40,000.00		
6040	Computers / Networking / Software	\$ 50,000.00		
6040.1	IT Maintenance and Backup			
6040.2	IT Hardware			
6040.3	IT software			
6040.4	PCR software			
6040.5	Billing software			
6040.9	Other			
6055.2	Rental - Lower Macungie Fire	\$ 3,600.00		
6058	General Insurance	\$ 62,000.00		
6060	Building Supplies	\$ 4,750.00		
6071	Janitorial	\$ 10,000.00		
6080	Crew Room Snacks	\$ 1,000.00		
6095	Bottled Water and Deionized Water	\$ 2,500.00		
6100	Mortgage on addition			
6127	Equipment for Building (over \$ 2,500)			
6200	Reconciliation Discrepancies			

7000	Administration	\$ 354,865.00	
7020	Gross Payroll Administration	\$ 74,000.00	
7021	Subscription Expenses	\$ 20,000.00	
7025	PR Taxes - Admin	\$ 6,290.00	
7028	Postage, PO Box, and related	\$ 1,000.00	
7029	Office Supplies	\$ 2,200.00	
7030	Equipment Rental	\$ 2,100.00	
7050	Training and Conferences	\$ 6,000.00	
7070	Printing	\$ 1,600.00	
7075	Public Promotions	\$ 5,000.00	
7076	Community Outreach Training (rosters and IC)	\$ 8,000.00	
7077	First Responder Training (rosters and IC)	\$ 8,000.00	
7078	Community Outreach Supplies	\$ 4,000.00	
7079	First Responder Supplies	\$ 4,000.00	
7080	Office Equipment (over \$ 2,500)		
7085	Interest Expense	\$ 1,500.00	
7100	Bank Charges	\$ 4,500.00	
7102	Collection Fee Expense	\$ 6,000.00	
7103	Bill Processing Expense	\$ 2,000.00	
7104	Third Party Billing	\$ 142,025.00	
7105	Banquet / Picnics / Awards / Sunshine	\$ 12,000.00	
7115	Membership Fees and Dues	\$ 2,500.00	
7120	Donation to Non-profit	\$ 1,500.00	
7125	Payroll Processing Fees	\$ 5,000.00	
7126	Legal	\$ 6,000.00	
7127	Accounting	\$ 28,500.00	
7129	Professional Services / Consulting	\$ 1,000.00	
7130	Taxes-other	\$ 150.00	
7200	Miscellaneous Expense		
Total Expenses		\$ 2,631,153.00	
Net Profit / Loss		\$ 34,297.00	

MACUNGIE BOROUGH COUNCIL
MEETING MINUTES
Tuesday September 2, 2025
REGULAR MEETING MINUTES
7:30 P.M.

Council Members:

Ron Karboski
Greg Hutchison
Todd Ritter
Robert Rozak
Carl Sell
John Yerman (phone)
Megan Sell
Ronald Conrad

Mayor:

Solicitor:

Borough Manager:

David Keightly Jr for Pat Armstrong
John Brown

President Karboski called tonight's meeting to order at 7:30 pm.

1. Barry Isett Report
 - a. No report
2. Announcements
 - a. President Karboski announced an executive session following the general meeting. No action anticipated.
3. Public Comment
 - a. Public
 - i. None
 - b. Council Member
 - i. None
4. Presentations/Guest Speakers
 - a. None
5. Complaints, Petitions, and Appeals
 - a. None
6. Approval of Minutes
 - a. August 18, 2025
 - i. Councilwoman M Sell made motion to approve minutes; Councilman C. Sell seconded. Motion passed unanimously (090225-A).
7. Financial Agenda
 - a. Treasurer's Report (2nd meeting of the month)
 - i. None
 - b. Approval of Paid Bills Detail report
 - i. Councilman C. Sell made a motion to approve the bills report as presented \$21,266.03. Councilman Ritter seconded the motion. Motion passed unanimously. (09022025-B)
8. Correspondence
 - a. Emmaus Public Library
 - b. PSAB-MRT Monthly Report
 - c. Macungie Volunteer Fire Company
9. Reports
 - a. Macungie Institute Manager Quarterly Report
 - i. April 15, July 15, Oct 21
 - b. Zoning Monthly Update Report (2nd meeting of the month)

MOTIONS 090225-A /090225-B /090225-C /090225-D /090225-E / 090225-F / 090225-G / 090225-H / 090225-I /090225-J /090225-K/ 090225-L/ 090225-M

MACUNGIE BOROUGH COUNCIL
MEETING MINUTES
Tuesday September 2, 2025
REGULAR MEETING MINUTES
7:30 P.M.

- i. No report.
- c. Solicitor
 - i. Nothing to report that is not already on agenda.
- d. Macungie Police Department (2nd meeting of the month)
- e. Mayor
 - i. None
- f. Borough Manager
 - i. None

10. Unfinished Business

- a. None

11. New Business

- a. Administration request to hire Administrative Assistant at starting rate of \$ 28.50 per hour.
 - i. Councilman Rozak asked for resume of the person to be considered. The Borough Manager distributed the resume of the candidate -Rebecca Rabenold.
 - ii. Vice President Hutchison made the motion to approve the request. There was no second to the motion, so the motion died.
 - iii. Councilman Rozak asked if the candidate was doing code enforcement currently in the Borough. The Borough Manager confirmed she is currently performing code enforcement vis the Borough engineer BIA. Council Rozak expressed concern over the role of becoming vacant if the Borough moves forward with the candidate. Council Rozak wants assurance that the code enforcement role will not be left vacant after the Borough moved through the issue relating to zoning and code enforcement. The Borough Manager responded that the backfill of the role would be up to BIA and is confident the roll will be filled.
 - iv. Council Rozak raised concerns regarding hiring someone from vendors supporting the borough.
 - v. Councilman Sell inquired if a background check was completed on the candidate. The Borough manager responded, no and any offer of employment is contingent on successfully completing a background check.
 - vi. President Karboski asked if the salary to be offered was the same as the most recent Administrative Assistant. Borough Manager responded no, they were at \$ 25 and change. President Karboski asked where the additional funds would come from since it is unbudgeted. The Borough Manager responded that the incremental increase would be drawn from currently unfilled yet budgeted positions. Additionally, the change in the medical benefits would yield a savings to the Borough of \$ 12,000 despite the salary increase.
 - vii. Vice President Hutchison asked regarding the part time code enforcement hourly wage. Borough Manger responded he was at \$ 30 hour. Vice President Hutchison stated that since the position is vacant, we could utilize those funds.
 - viii. President Karboski asked Vice President Hutchison what he would do to repair the budget at the end of the year for 2026-cut the wages allocated to the code enforcement or raise taxes? Vice President Hutchison stated the money is already budgeted.
 - ix. Councilman Rozak recommended the position be advertised for a minimum of 20 days and candidates be brought forth accordingly.
 - x. President Ron Karboski made a motion to deny the request and remove it from the agenda citing lack of transparency, resume not in the packet and is confusing to council and the public; Councilman Ritter seconded the motion. Motion passed 6-1 (090225-C).

MACUNGIE BOROUGH COUNCIL
MEETING MINUTES
Tuesday September 2, 2025
REGULAR MEETING MINUTES
7:30 P.M.

- b. Resolution 2025-06 Adoption and Submission to DEP for Approval of a Revision of the Official Plan of the Borough of Macungie. (Regional Act 537 Plan).
 - i. Councilman C. Sell made a motion to approve to adopt. Councilman Ritter seconded the motion. Motion passed unanimously. (09022025-D).
- c. Ordinance 2025-02 Parking Restriction Ordinance public hearing and vote.
 - i. Councilman C. Sell made a motion to approve to adopt. Councilman Ritter seconded the motion. Motion passed unanimously. (09022025-E)
 - ii. Public Hearing was held regarding this ordinance. No comments.
 - iii. President Karboski commended Councilman Sell for bringing the proposed ordinance forward.
 - iv. President Karboski called for a roll call vote to approve/adopt; Rozak-yes, M Sell-yes, C Sell-yes, Ritter-yes, Yerman-yes, Hutchison-yes, Karboski-yes Councilman C. Sell made a motion to approve to adopt. Councilman Ritter seconded the motion. Motion passed unanimously (090225-F).
 - v. President Karboski directed Mr. Brown to collect all notes on the ordinance, coordinate with public works and engineer to implement requisite changes to markings and signs to implement. Additionally, President Karboski directed Mr. Brown to share the ordinance with the Macungie Police Department and the Mayor.
- d. Friends of MI Shelf Project approval request.
 - i. Presentation was made by Darlene Misselbeck on behalf of the Friends of MI.
 - ii. Councilwoman M. Sell made a motion to approve. Councilman C. Sell seconded the motion. Motion passed unanimously. (09022025-G).
 - iii. Councilwoman M. Sell clarified her motion was to have the volunteers install the shelving.
 - iv. After further discussion, President Karboski made a motion to direct DPW install the shelving. Councilman C. Sell seconded the motion. Motion passed unanimously. (09022025-H).
- e. Consideration of council reorganization discussion and vote
 - i. President Karboski informed Council that Vice-President Hutchison resigned his position verbally.
 - ii. Councilman Ritter made a motion to accept Vice President Hutchison's resignation. Councilman Yerman seconded the motion. Motion passed unanimously. (09022025-I).
 - iii. Councilman Rozak nominated Ron Karboski as President. President Karboski called for the vote. Rozak-yes, Ritter-yes, C. Sell-yes, Hutchison-yes, Yerman-yes, M Sell-yes, Karboski-yes. (09022025-I).
 - iv. Councilman Rozak nominated Councilman Carl Sell as Vice President. President Karboski called for the vote. Rozak-yes, Ritter-yes, C. Sell-yes, Hutchison-yes, Yerman-yes, M Sell-yes, Karboski-yes. (09022025-J).
 - v. Councilman Ritter nominated Meagan Sell as Pro-Temp. President Karboski called for the vote. Rozak-yes, Ritter-yes, C. Sell-yes, Hutchison-yes, Yerman-yes, M Sell-yes, Karboski-yes. (09022025-K).
- f. Council ended public session at 8:17PM to move to executive session
 - i. Councilman C. Sell made a motion to approve. Councilman Ritter seconded the motion. Motion passed unanimously. (09022025-L).

12. Executive Session

- a. Legal, Personnel, Real Estate
 - i. Council went into executive session at 8:25PM and returned at 8:28 PM.

MOTIONS 090225-A /090225-B /090225-C /090225-D /090225-E / 090225-F / 090225-G / 090225-H / 090225-I /090225-J /090225-K/ 090225-L/ 090225-M

MACUNGIE BOROUGH COUNCIL
MEETING MINUTES
Tuesday September 2, 2025
REGULAR MEETING MINUTES
7:30 P.M.

13. Action as a result of executive session

a. None

14. Adjournment

a. Councilman C. Sell made a motion to adjourn. Councilman Ritter seconded the motion. Motion passed unanimously. (09022025-M).

Respectfully Submitted

John A Brown

Borough Manager

DRAFT

6:12 PM

09/10/25

Cash Basis

Borough of Macungie - General Fund Profit & Loss Budget vs. Actual

January through August 2025

	Jan - Aug 25	Budget	\$ Over Budget
Income			
301 - REAL PROPERTY TAXES			
301.100 - Real Estate Taxes—Current Year	1,016,733.52	1,052,950.00	-36,216.48
301.200 - Real Estate Taxes—Prior Year's	0.00	9,000.00	-9,000.00
301.300 - Real Estate Taxes—Delinquent	0.00	15,000.00	-15,000.00
301.400 - Delinquent frm Tax Claim Bureau	26,792.15	1,000.00	25,792.15
Total 301 - REAL PROPERTY TAXES	1,043,525.67	1,077,950.00	-34,424.33
310 - LOCAL TAX- (Act 511)			
310.010 - Per Capita Taxes—Current Year	11,283.26	15,000.00	-3,716.74
310.020 - Per Capita Taxes - Prior Years	0.00	164.00	-164.00
310.030 - Per Capita Taxes—Delinquent	4,808.33	7,500.00	-2,691.67
310.100 - Real Estate Transfer Tax	154,722.75	190,275.00	-35,552.25
310.210 - Earned Income Tax—Current Year	470,358.36	580,000.00	-109,640.64
310.500 - Local Services Tax	15,528.44	45,000.00	-29,471.56
310.51 - Local Services Tax - Current Yr	21,990.44		
Total 310 - LOCAL TAX- (Act 511)	679,692.58	837,939.00	-158,246.42
320-322 - LICENSES & PERMITS			
320.100 - Yard Sale Permit	30.00		
320.200 - Fireworks Permit	107.00	300.00	-300.00
321.450 - Residential Rental License	0.00		
321.610 - Transient Retailer-Solicitation	112.00		
321.800 - Cable Television Franchise	27,350.05	40,000.00	-12,649.95
322.100 - Moving Permit	405.00		
322.100 - Zoning Permit	4,083.50		
322.400 - Zoning Permit	450.00		
322.500 - Street/Road Opening Permit	509.00	2,000.00	-696.00
322.600 - Curb & Sidewalk Permit	1,404.00		
Total 320-322 - LICENSES & PERMITS - Other	34,450.55	42,300.00	-7,849.45
331 - FINES			
331.100 - Court-District Magistrate	393.49	1,300.00	-906.51
331.130 - State Police Fines	460.95	600.00	-139.05
331.140 - Parking Violation Fines	195.00	850.00	-655.00
331.210 - Lehigh County Fines	2,196.54	1,750.00	446.54
Total 331 - FINES	3,245.98	4,500.00	-1,254.02
341 - INTEREST			
341.02 - GF Recreation Interest	161.06		
341.040 - Post Med. Benefits Interest	4,642.09		
341.060 - Contingency Interest	6,084.27		
341.070 - MI Tree of Life Interest	99.54		
341.90 - GF Depository Interest	545.48	86,000.00	-86,000.00
341 - INTEREST - Other	0.00		
Total 341 - INTEREST	11,512.44	86,000.00	-74,487.56

Borough of Macungie - General Fund Profit & Loss Budget vs. Actual

January through August 2025

6:12 PM

09/10/25

Cash Basis

	Jan - Aug 25	Budget	\$ Over Budget
342 - RENTS, ROYALTIES & DONATIONS			
342.200 - 24 S Church Street	3,600.00		
342.210 - Macungie Institute	13,373.69		
342.220 - Contributions & Donations - MI	-795.00		
342.220 - Contributions & Donations - MI	0.00	30,000.00	-30,000.00
342 - RENTS, ROYALTIES & DONATIONS - Other			
342 - RENTS, ROYALTIES & DONATIONS - Other	16,178.69	30,000.00	-13,821.31
Total 342 - RENTS, ROYALTIES & DONATIONS			
Total 342 - RENTS, ROYALTIES & DONATIONS			
354 - State Capital & Operating			
354.030 - Winter Maintenance	0.00	1,267.00	-1,267.00
354.150 - Recycling/Act 101 Grant	0.00	8,000.00	-8,000.00
Total 354 - State Capital & Operating			
Total 354 - State Capital & Operating	0.00	9,267.00	-9,267.00
355 - STATE SHARED REVENUE			
355.010 - Public Utility Realty Tax-PURTA	-59.89	1,750.00	-1,809.89
355.040 - Alcoholic Beverage License	0.00	1,100.00	-1,100.00
355.050 - General Municipal Pension-Aid (State Aid)	0.00	71,304.00	-71,304.00
355.099 - Firemen's Relief Funding	0.00	20,151.00	-20,151.00
Total 355 - STATE SHARED REVENUE			
Total 355 - STATE SHARED REVENUE	-59.89	94,305.00	-94,364.89
359.000 - Payment in Lieu of Taxes			
360-361 - CHARGES FOR SERVICE	11,488.90	11,500.00	-11.10
361.300 - Subdivision & Land Dev. App	0.00	1,500.00	-1,500.00
361.34 - ZHB Fees	425.00	6,000.00	-5,575.00
361.350 - Legal Reimbursement	32,412.00		
361.500 - Sale of Maps & Publications-RTK	0.00	50.00	-50.00
361.750 - Fingerprinting	250.00	200.00	50.00
361.90 - 15% Admin Fee - Refuse	160,816.41		
Total 360-361 - CHARGES FOR SERVICE			
Total 360-361 - CHARGES FOR SERVICE	193,903.41	7,750.00	186,153.41
362 - PUBLIC SAFETY			
362.110 - Police Reports	510.00	750.00	-240.00
362.400 - UCC Filing Fee	48.50		
362.405 - Rental Inspection	4,760.00	4,500.00	260.00
362.410 - Building Permit	9,284.04	10,000.00	-715.96
362.420 - Electrical Permit	2,377.00	2,500.00	-123.00
362.430 - Plumbing Permit	1,632.00	2,500.00	-868.00
362.450 - Occupancy/Use Permit	0.00	200.00	-200.00
362.470 - Mechanical/HVAC Permit	2,752.00	3,500.00	-748.00
362.470 - Mechanical/HVAC Permit	208.00		
Total 362 - PUBLIC SAFETY			
Total 362 - PUBLIC SAFETY	21,572.54	23,950.00	-2,377.46
364 - SANITATION			
364.300 - Solid Waste Collection	0.00	0.00	0.00
364.900 - Yard Waste Passes	0.00	1,250.00	-1,250.00
Total 364 - SANITATION			
Total 364 - SANITATION	0.00	1,250.00	-1,250.00
365.600 - Health Ins./Co-pay Dividend			
367 - CULTURE-RECREATION	22,504.00	34,178.00	-11,674.00
367.20 - Recreation/Dedication Fees			
367.20 - Recreation/Dedication Fees	3,500.00		
Total 367 - CULTURE-RECREATION			
Total 367 - CULTURE-RECREATION	3,500.00		

6:12 PM

09/10/25

Cash Basis

Borough of Macungie - General Fund Profit & Loss Budget vs. Actual

January through August 2025

	Jan - Aug 25	Budget	\$ Over Budget
387.00 - Contributions and Donations			
387.10 - Police Donation	2,185.56		
387.11 - National Night Out	2,185.56		
Total 387.10 - Police Donation	2,185.56		
Total 387.00 - Contributions and Donations			
389.100 - UNCLASSIFIED REVENUE			
389.11 - Late Fee on Utilities	6,758.21	25,000.00	-15,000.00
389.100 - UNCLASSIFIED REVENUE - Other	10,000.00		
Total 389.100 - UNCLASSIFIED REVENUE	16,758.21	25,000.00	-8,241.79
390.00 - Hometown Hero			
391.00 - Proceeds of GF Asset Dispositio	445.56		
391.10 - Sales of GF Fixed Assets	7,050.00		
Total 391.00 - Proceeds of GF Asset Dispositio	7,050.00		
392.00 - Interfund Operating Transfers-			
392.70 - Transfer from S Church St Escro	152,418.34		
392.00 - Interfund Operating Transfers- - Other	100,000.00		
Total 392.00 - Interfund Operating Transfers-	252,418.34		
396.00 - Uncategorized Income	0.00		
Total Income	2,320,372.54	2,285,889.00	34,483.54
Gross Profit	2,320,372.54	2,285,889.00	34,483.54
Expense			
400 - COUNCIL & MAYOR	8,700.00	8,700.00	0.00
400.105 - Salaries & Wages	8,700.00	8,700.00	0.00
Total 400 - COUNCIL & MAYOR			
401 - BOROUGH MANAGER			
401.110 - Salaries and Wages	30,208.47	43,750.00	-13,541.53
401.353 - Surety and Fidelity (Bonding)	0.00		
Total 401 - BOROUGH MANAGER	30,208.47	43,750.00	-13,541.53
402 - AUDITING & BOOKKEEPING			
402.311 - AUDITOR SERVICES	19,500.00	10,804.00	8,696.00
402.312 - BOOKKEEPING	10,192.50	20,000.00	-9,807.50
Total 402 - AUDITING & BOOKKEEPING	29,692.50	30,804.00	-1,111.50
403 - TAX COLLECTION			
403.116 - Tax Collector- Wages/Commission	0.00	4,376.00	-4,376.00
403.317 - EIT Collection Fees	0.00	5,873.00	-5,873.00
403.318 - RE, LST & Per Capita Collection	0.00	7,400.00	-7,400.00
403.353 - Surety & Fidelity (Bonding)	0.00	160.00	-160.00
403.450 - Tax Collectors Audit	0.00	3,300.00	-3,300.00
Total 403 - TAX COLLECTION	0.00	21,109.00	-21,109.00

Borough of Macungie - General Fund Profit & Loss Budget vs. Actual

January through August 2025

	Jan - Aug 25	Budget	\$ Over Budget
404 - LEGAL SERVICES			
404.310 - Solicitor-Legal Services	31,149.24	70,883.00	-39,733.76
404.317 - Zoning Hearing Attorney	6,442.00		
404 - LEGAL SERVICES - Other	1,100.00		
Total 404 - LEGAL SERVICES	38,691.24	70,883.00	-32,191.76
405 - SECRETARY/CLERK/TREASURER			
405.112 - Administrative Assistant-Wages	9,543.75	17,472.00	-7,928.25
405.113 - Clerk/Assistant Treasurer-Wages	0.00	14,907.00	-14,907.00
405.172 - Bonus	0.00		
405.180 - Overtime	4,360.65		
405.187 - Health Reimbursement Acct-HRA	250.00		
Total 405 - SECRETARY/CLERK/TREASURER	14,154.40	32,379.00	-18,224.60
406 - GENERAL GOV. ADMINISTRATION			
406.162 - UC - General	2,915.51		
406.192 - FICA - Employer Paid	14,907.30	23,252.00	-8,344.70
406.193 - Medicare - Employer Paid	3,486.36		
406.194 - Unemployment - Employer Paid	90.17	1,045.00	-954.83
406.196 - Medical/Dental/Vision	36,072.14	88,383.00	-52,310.86
406.197 - Pension - Defined Contributions	581.08	12,437.00	-11,855.92
406.198 - Short Term/Long Term Disability	817.12	1,100.00	-282.88
406.199 - Life Ins. & AD&D	215.04	500.00	-284.96
406.210 - Office Supplies	1,775.45	2,500.00	-724.55
406.212 - Bank Service Charges	1,053.88		
406.215 - Postage	1,496.44	3,000.00	-1,503.56
406.249 - Petty Cash	0.00	50.00	-50.00
406.252 - Computer/Copier Parts-Repairs	0.00	5,518.00	-5,518.00
406.310 - Professional Svcs - Payroll Svc	1,811.39		
406.321 - Telephone	312.03	700.00	-387.97
406.331 - Mileage Reimbursement	0.00	250.00	-250.00
406.341 - Advertising	2,753.10	5,000.00	-2,246.90
406.342 - Printing Services	0.00	825.00	-825.00
406.351 - Commercial Insurance	-452.49	8,327.00	-8,779.49
406.353 - Bonding - General	0.00	300.00	-300.00
406.354 - Workers Compensation Insurance	4,949.40	5,735.00	-785.60
406.375 - Office Maintenance & Repairs	0.00	1,250.00	-1,250.00
406.420 - Dues, Subscriptions, & Membersh	844.92	1,500.00	-655.08
406.450 - Contracted Services	14,923.72	24,862.00	-9,938.28
406.450 - Meetings/Conferences/Cont. Edu.	0.00	1,000.00	-1,000.00
406.480 - Miscellaneous	0.00	1,500.00	-1,500.00
406.530 - Yard Waste Passes (Yard Waste Passes for Lower Macungie Township & Emmaus)	-825.00	1,000.00	-1,825.00
406 - GENERAL GOV. ADMINISTRATION - Other	-381.68		
Total 406 - GENERAL GOV. ADMINISTRATION	87,145.88	190,034.00	-102,888.12

Borough of Macungie - General Fund
Profit & Loss Budget vs. Actual
January through August 2025

	Jan - Aug 25	Budget	\$ Over Budget
408 - ENGINEERING SERVICES			
408.235 - Sidewalk Inspections	1,219.50		
408.313 - Engineering-General Services	23,555.00		
408.315 - Engineering - MS4 Annual Report	2,348.00	40,000.00	-16,445.00
408.450 - BCO Fees	31,460.08		
408.470 - S. Church & Hickory Connection	14,947.50		
408.480 - Main St Lighted Pedestrian Xing	19,373.50		
Total 408 - ENGINEERING SERVICES	92,903.58	40,000.00	52,903.58
409 - General Government Buildings			
409.200 - Real Estate Tax -24 S Church St	1,125.00		
409.229 - Hospitality (M&E)	0.00	500.00	-500.00
409.230 - Heating	1,048.05	7,750.00	-6,701.95
409.236 - Building Supplies	269.79	2,000.00	-1,730.21
409.260 - Small Tools & Minor Equipment	56.56	100.00	-43.44
409.361 - Electricity	4,226.87	4,280.00	-53.13
409.373 - Building Repairs/Maintenance	2,264.67	19,898.00	-17,633.33
409.374 - Bldg Maint & Repairs - MI	-141.30		
409.430 - Real Estate Tax-31 S Church	162.99	1,250.00	-1,087.01
409.450 - Contracted Services	230.00	1,500.00	-1,270.00
409.451 - Janitorial Services	2,220.00	10,920.00	-8,700.00
Total 409 - General Government Buildings	11,462.63	48,198.00	-36,735.37
410 - POLICE DEPT.			
410.110 - Sgt. Wages	65,330.80	96,463.66	-31,132.86
410.112 - Corporal- Wages	65,183.87	92,490.66	-27,306.79
410.115 - Part-Time- Wages	37,708.86	42,000.00	-4,291.14
410.117 - Patrol Officer's Wages	186,638.75	314,040.66	-127,401.91
410.130 - Bonus	0.00		
410.162 - Police UC	2,008.00		
410.180 - Overtime	59,167.89	42,000.00	17,167.89
410.187 - Health Reimbursement Acct-HRA	500.00		
410.192 - FICA - Employer Paid	0.00	45,429.00	-45,429.00
410.194 - Unemployment Compensation - Employer Paid	0.00	3,135.00	-3,135.00
410.196 - Medical/Dental/Vision	102,662.76	170,027.00	-67,364.24
410.197 - Pension - Defined Benefit	0.00	142,099.00	-142,099.00
410.198 - Short Term/ Long Term Disability (Short-Term/ Long-Term Disability)	2,120.03	3,350.00	-1,229.97
410.199 - Life Ins. & AD&D	923.44	1,500.00	-576.56
410.210 - Office Supplies	788.78	600.00	188.78
410.213 - Minor Equipment	738.20	1,000.00	-261.80
410.215 - Postage	0.00	700.00	-700.00
410.230 - Heating	0.00		
410.231 - Vehicle Fuel	1,048.03	1,100.00	-51.97
410.236 - Building Supplies	7,552.32	16,000.00	-8,447.68
410.238 - Clothing and Uniforms	192.15	750.00	-557.85
410.242 - Ammunition	3,033.08	9,000.00	-5,966.92
410.250 - Vehicle Maintenance	0.00	2,500.00	-2,500.00
410.260 - Major Equipment	1,787.55	8,880.00	-7,092.45
410.314 - Legal Expenses - Police	2,768.75	3,000.00	-231.25
410.321 - Telephone	1,365.25		
410.331 - Travel Expense (mileage Reimb)	37.42	1,920.00	-1,882.58
410.351 - Commercial Insurance	0.00	9,638.00	-9,638.00
410.354 - Workers' Compensation Insurance	21,275.06	21,585.00	-309.94

6:12 PM

09/10/25

Cash Basis

Borough of Macungie - General Fund Profit & Loss Budget vs. Actual

January through August 2025

	Jan - Aug 25	Budget	\$ Over Budget
410.361 - Electricity	1,197.40	1,500.00	-302.60
410.373 - Building Repairs/Maintenance	1,635.54	3,508.00	-1,872.46
410.420 - Dues, Subscriptions and Members	302.89	400.00	-87.11
410.450 - Contracted Services	8,867.03	18,273.00	-9,405.97
410.451 - Janitorial Services	2,180.00	3,640.00	-1,460.00
410.454 - Civil Service Commission	0.00	900.00	-900.00
410.460 - Meetings/Conferences/Cont. Edu.	1,490.00	500.00	990.00
410.460 - Meetings/Conferences/Cont. Edu.	98.00		
410.47 - Drug & Alcohol Testing	656.00	1,025.00	-369.00
410.480 - Miscellaneous Expenses			
Total 410 - POLICE DEPT.	581,180.70	1,058,953.98	-477,773.28
411 - FIRE DEPT.			
411.540 - Annual Allocation	45,000.00	90,000.00	-45,000.00
411.541 - Fire Relief Distribution	0.00	20,151.00	-20,151.00
Total 411 - FIRE DEPT.	45,000.00	110,151.00	-65,151.00
412 - AMBULANCE/RESCUE			
412.540 - Annual Allocation	1,600.00	1,600.00	0.00
Total 412 - AMBULANCE/RESCUE	1,600.00	1,600.00	0.00
413 - CODE ENFORCEMENT			
413.450 - Contracted Services	600.00		
Total 413 - CODE ENFORCEMENT	600.00		
414 - PLANNING & ZONING			
314 - Zoning - Legal	3,231.80	3,000.00	231.80
414.115 - Wages-Part Time	27,195.16	96,443.00	-69,247.84
414.120 - Zoning Hearing Board -Wages	0.00	675.00	-675.00
414.450 - Contracted Services	10,350.00	9,500.00	850.00
Total 414 - PLANNING & ZONING	40,776.96	109,618.00	-68,841.04
415 - EMERGENCY MANAGEMENT			
415.241 - General Government Supplies	0.00	5,000.00	-5,000.00
Total 415 - EMERGENCY MANAGEMENT	0.00	5,000.00	-5,000.00
422 - VECTOR (ANIMAL CONTROL)			
422.450 - Vector (Animal) Control	1,125.00		
Total 422 - VECTOR (ANIMAL CONTROL)	1,125.00		
426 - LEAF COLLECTION			
426.450 - Leaf Collection Service	0.00	25,343.00	-25,343.00
Total 426 - LEAF COLLECTION	0.00	25,343.00	-25,343.00

6:12 PM

09/10/25

Cash Basis

Borough of Macungie - General Fund Profit & Loss Budget vs. Actual

January through August 2025

	Jan - Aug 25	Budget	\$ Over Budget
430-439 - PW-HIGHWAYS, ROADS, & STREETS			
430.110 - Public Works Supervisor-Wages	16,317.61	24,565.00	-8,247.39
430.112 - Public Works Full-Time-Wages	36,768.55	75,740.00	-38,971.45
430.117 - Seasonal Employee-Wages	4,875.00	3,400.00	1,475.00
430.180 - Overtime	8,811.17	2,500.00	6,311.17
430.182 - Bonus	37.81		
430.183 - Comp	0.00		
430.187 - Health Reimbursement Acct-HRA	500.00		
430.190 - PCOR Fees	72.87		
430.220 - Operating Supplies	423.50	2,167.00	-1,743.50
430.230 - Fuel Oil-Garage	593.31		
430.231 - Vehicle Fuel	1,789.58	4,916.00	-3,126.42
430.238 - Uniforms	1,143.77	2,200.00	-1,056.23
430.250 - Vehicle Maintenance	5,281.87	14,556.00	-9,274.13
430.260 - Small Tools & Minor Equipment	5,550.84	10,713.00	-5,162.16
430.317 - CDL Testing	0.00	400.00	-400.00
430.374 - Machinery & Equipment Repairs	983.02	4,847.00	-3,863.98
430.384 - Machinery & Equipment Rental	2,696.20	2,000.00	696.20
430.470 - CDL, Drug & Alcohol Testing	183.00		
431.450 - Street Sweeping Services	5,203.32	13,400.00	-8,196.68
432.000 - Winter Maintenance - Snow Remov	2,632.50		
433.200 - Pedestrian Signs w/ LED Project	162,630.00		
433.220 - Signs & Markings	957.88	500.00	457.88
433.450 - Crosswalk Painting-Contracted	1,958.93	14,050.00	-12,091.07
433.454 - Traffic Control-Contracted	0.00	4,167.00	-4,167.00
434.361 - Holiday Lights	280.36	300.00	-19.64
436.236 - Storm Sewer Maintenance/Repairs	334.74		
436.246 - Other Services Supplies	0.00	3,000.00	-3,000.00
436.236 - Storm Sewer Maintenance/Repairs - Other			
Total 436.236 - Storm Sewer Maintenance/Repairs	334.74	3,000.00	-2,665.26
438.245 - Street Patching Materials	2,742.65	3,667.00	-924.35
439.600 - Street Resurfacing & Overlay	1,148.08	110,000.00	-108,851.92
Total 430-439 - PW-HIGHWAYS, ROADS, & STREETS	263,916.56	297,088.00	-33,171.44
450 - CULTURE & RECREATION			
453.240 - Special Event Decorations	201.53	2,000.00	-1,798.47
454.250 - Parks Maintenance			
454.251 - Flower Park Maintenance	3,196.31		
454.250 - Parks Maintenance - Other	1,797.41	5,975.00	-5,177.59
Total 454.250 - Parks Maintenance	4,993.72	6,975.00	-1,981.28
454.361 - Flower Park-Electricity	296.41	500.00	-203.59
455.250 - Shade Tree Maintenance	6,688.00		
456.520 - Library Contract	11,692.50	23,385.00	-11,692.50
457.540 - Halloween Parade	0.00	1,500.00	-1,500.00
457.541 - Flower Park Contribution	0.00	3,500.00	-3,500.00
457.542 - Macungie Holiday Contribution	0.00	1,500.00	-1,500.00
457.543 - National Night Out	3,161.94		
450 - CULTURE & RECREATION - Other	31.80		
Total 450 - CULTURE & RECREATION	27,085.90	39,360.00	-12,274.10

Borough of Macungie - General Fund Profit & Loss Budget vs. Actual

January through August 2025

6:12 PM

09/10/25

Cash Basis

	Jan - Aug 25	Budget	\$ Over Budget
459 - MACUNGIE INSTITUTE			
459.110 - Payroll - MI Coordinator	0.00		
459.115 - Salaries and Wages - Part-Time	17,784.02	23,660.00	-23,660.00
459.210 - Office Supplies	3.20		
459.212 - Fundraising Expenses	130.24		
459.230 - Heating	2,594.17		
459.236 - Building Supplies	404.56		
459.321 - Telephone Monthly Charges	299.59		
459.361 - Electricity	3,161.01		
459.373 - Building Repairs/Maintenance	3,508.96		
459.451 - Janitorial Services	4,360.00		
Total 459 - MACUNGIE INSTITUTE	32,245.75	23,660.00	8,585.75
471 - DEBT PRINCIPAL			
481.100 - Gen Oblig Note Series of 2021	73,216.67		
Total 471 - DEBT PRINCIPAL	73,216.67		
472.000 - DEBT INTEREST			
472.100 - General Oblig. Bond Interest	0.00	73,217.00	-73,217.00
481.110 - Gen Oblig Note Ser of 2021-Int	6,973.98	6,974.00	-0.02
Total 472.000 - DEBT INTEREST	6,973.98	80,191.00	-73,217.02
492.00 - Interfund Operating Transfers			
492.06 - Transfers to Water Fund	5,000.00		
492.100 - Transfer-Post Retirement Med.	0.00	25,000.00	-25,000.00
492.300 - Transfer to General Fund Cap. (Transfer to General Fund Capital)	37,513.00	37,513.00	0.00
492.500 - Transfer to Mavis Tire #7373	0.01		
Total 492.00 - Interfund Operating Transfers	42,513.01	62,513.00	-19,999.99
Total Expense	1,429,173.23	2,299,334.98	-870,161.75
Net Income	891,199.31	-13,445.98	904,645.29

PAID BILLS BY FUND-SUMMARY				
September 15 2025				
Fund	9/2/2025	9/9/2025		Total
General Fund	\$ 14,515.42	\$ 35,983.00		\$ 50,498.42
Sewer Fund				\$ -
Refuse-Sanitation Fund				\$ -
Liquid Fuels Fund		\$ 4,117.61		\$ 4,117.61
Water Authority Fund				\$ -
General Fund Capital				\$ -
Sewer Fund Capital				\$ -
Water Fund Capital				\$ -
S. Church St Capital				\$ -
Total	\$ 14,515.42	\$ 40,100.61	\$ -	\$ 54,616.03

10:31 AM
09/02/25

**Borough of Macungie - General Fund
Paid Bills Detail
All Transactions**

Type	Date	Memo	Open Balance
Davidheiser's Inc			
Bill	08/20/2025	Inv #30205 - (3) Stop Watch/s Tested & Cert, (1) battery replacement	94.00
Total Davidheiser's Inc			94.00
Fastsigns			
Bill	08/19/2025	Inv #219-103839 - Canopy tent	1,319.70
Total Fastsigns			1,319.70
Financial Related Services, LLC			
Bill	08/31/2025	August 2025 Bookkeeping Services	3,175.00
Total Financial Related Services, LLC			3,175.00
Foley, Incorporated			
Bill	08/22/2025	Inv #0635055 - Skid steer maintenance	107.54
Bill	08/22/2025	Inv #0635056 - Skid steer maintenance	154.05
Total Foley, Incorporated			261.59
Grim, Biehn & Thatcher			
Bill	08/28/2025	Inv #235660-0129 - BT Stone v Macungie Borough	990.00
Bill	08/28/2025	Inv #235662-0136 - 40 Locust-Notice of Violation	720.00
Bill	08/28/2025	Inv #235658- Zoning Ordinance Amendment	126.00
Bill	08/28/2025	Inv #235657-0001 - General Matters	4,050.00
Total Grim, Biehn & Thatcher			5,886.00
Home Depot Credit Services			
Bill	08/20/2025	08-20-25 Stmt	2,097.25
Total Home Depot Credit Services			2,097.25
IntegraOne			
Bill	08/22/2025	Inv #CW83703 - Agreement SentinelONE Protection	60.00
Total IntegraOne			60.00
Lehigh Print & Data LLC			
Bill	08/22/2025	Inv #SS 2025-1611 - No parking signs	481.40
Total Lehigh Print & Data LLC			481.40
NAPA Auto Parts-Allentown			
Bill	08/25/2025	Inv #275941 - Vehicle Maintenance	94.03
Total NAPA Auto Parts-Allentown			94.03
Service Electric Telephone Co			
Bill	08/10/2025	Acct #0675203872 - Macungie Institute	42.76
Total Service Electric Telephone Co			42.76
UniFirst Corporation			
Bill	08/27/2025	Inv #1290255814 - Uniform Service	89.72
Total UniFirst Corporation			89.72
Verizon Wireless			
Bill	08/21/2025	Inv #6121575657 - Police Phone	200.05
Total Verizon Wireless			200.05
W.B. Mason Co., Inc.			
Bill	08/27/2025	Inv #256493106 - Toner	84.14
Total W.B. Mason Co., Inc.			84.14
Wehrung's Macungie LLC			
Bill	08/25/2025	Inv #58758 - Street patching	69.78
Total Wehrung's Macungie LLC			69.78

10:31 AM

09/02/25

Borough of Macungie - General Fund
Paid Bills Detail
 All Transactions

Type	Date	Memo	Open Balance
Whitehall Door Bill	08/20/2025	Inv #88786 - Garage cables & brackets repairs	560.00
Total Whitehall Door			560.00
TOTAL			14,515.42

9:46 AM

09/09/25

Borough of Macungie - General Fund
Paid Bills Detail
All Transactions

Type	Date	Memo	Open Balance
A-1 Traffic Control Products, LLC			
Bill	08/28/2025	Inv #11322 - Linepainting	8,995.00
Total A-1 Traffic Control Products, LLC			8,995.00
Batteries Plus Bulbs			
Bill	08/15/2025	Inv #P84795895 - Battery	27.90
Total Batteries Plus Bulbs			27.90
Emmaus Public Library			
Bill	09/01/2025	Inv #3rd Quarter - 2025 Library Agreement	5,846.25
Total Emmaus Public Library			5,846.25
Lantek			
Bill	08/31/2025	Inv #CW59200 - Various Tickets	288.75
Total Lantek			288.75
Master Supply Line			
Bill	06/20/2025	Inv #8-190670 - MI Supplies	103.05
Total Master Supply Line			103.05
PMHIC			
Bill	09/08/2025	Inv #228796-0 - October 2025 Coverage	17,661.32
Total PMHIC			17,661.32
PPL Electric Utilities			
Bill	08/23/2025	Acct #57170-05005 - Macungie Institute	415.29
Bill	08/26/2025	Acct #49380-17017 - 301 S Church St	876.70
Bill	08/26/2025	Acct #59439-06004 - Main St & Mill Display	41.83
Bill	08/26/2025	Acct #26780-17002- 21 Locust St	433.39
Bill	08/30/2025	Acct #91499-97230- Holiday Lighting	36.20
Total PPL Electric Utilities			1,803.41
PSAB Municipal Retirement Trust			
Bill	09/09/2025	Ryan Keiser Match 09-11-25 pay	63.50
Total PSAB Municipal Retirement Trust			63.50
ULINE			
Bill	08/26/2025	Inv #197128780 - PW uniforms &	455.27
Total ULINE			455.27
UniFirst Corporation			
Bill	08/20/2025	Inv #1290254580 - Uniform Service	89.72
Total UniFirst Corporation			89.72
Wehrung's Macungie LLC			
Bill	07/22/2025	Inv #57371 - Screws & bolts	65.80
Bill	08/07/2025	Inv #58399 - Small tools/minor equipment	188.27
Bill	08/12/2025	Inv #58278 - Keys	17.43
Bill	09/02/2025	Inv #59044 - Crack sealing	29.98
Bill	09/04/2025	Inv #59140 - Curb paint & line striping	347.35
Total Wehrung's Macungie LLC			648.83
TOTAL			35,983.00

9:50 AM

09/09/25

35-LIQUID FUELS

Paid Bills Detail

All Transactions

Type	Date	Memo	Open Balance
PP&L			70.96
Bill	08/23/2025	Acct #49939-16013 - Rte 100, Pedestrian Signal	36.76
Bill	08/23/2025	Acct #41239-94001 - Rte 100 & Chestnut, Signal	80.83
Bill	08/26/2025	Acct #57253-72006 - 1 W Main St	47.85
Bill	08/26/2025	Acct #36794-55007 - N Church St & Lehigh-A/L	260.21
Bill	08/29/2025	Acct #70000-43002 - Borough Street Lights	3,621.00
Bill	08/29/2025	Acct #68055-05002 - Borough Street Lights	
			<u>4,117.61</u>
Total PP&L			<u>4,117.61</u>
TOTAL			<u>4,117.61</u>



MACUNGIE AMBULANCE CORPS, INC

5550 N. WALNUT ST
PO Box 114
MACUNGIE, PA 18062

**EMERGENCY
DIAL 9-1-1**

Phone: (610) 966-2601

www.macamb.org

Fax: (610) 966-1561

Monthly Report for August 2025 Macungie Borough

Call Volume

The Macungie Ambulance Corps responded to 448 calls for service this month.

43 of those calls were in Macungie Borough

While we were busy on other calls, our mutual aid partners responded to 3 calls for assistance in the Borough this month.

Other Points of Interest

Macungie Ambulance Corps receives grant from PPL Foundation for Community Life-Saving Initiative

We are excited to announce that the Macungie Ambulance Corps has received an \$ 11,000 grant from the PPL Foundation. These funds will be used to support our C.O.R.E (Community Organized for Resuscitation Education) initiative.

The C.O.R.E. group, consists of over 15 EMS agencies, healthcare organizations, businesses and individuals who provide free Hands Only CPR training throughout the Lehigh Valley. Since 2016, members of C.O.R.E. have trained over 40,000 people in the life-saving skill of hands-only CPR. The funds received from this grant will purchase CPR kits that community members can use not only during the training, but that can be taken home, practiced, and shared with others. Additional reusable manikins will also be purchased.

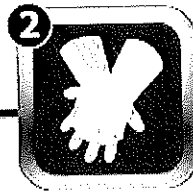
The PPL Foundation supports nonprofit organizations that are working to create vibrant, sustainable communities; advance inclusion; and support children's success from cradle to career in both Pennsylvania and Rhode Island. Learn more at pplcares.com.



Two steps to save a life:



Call Right Away!



Push Hard & Fast In
the Center of the Chest!



PPL Foundation

"Committed to Caring"

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

July 21, 2025

To the Members of Borough Council
Borough of Macungie
Macungie, PA

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of Borough of Macungie for the year ended December 31, 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated January 17, 2025. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Borough of Macungie are described in Note 2 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2024. We noted no transactions entered into by Borough of Macungie during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting Borough of Macungie's financial statements was:

Management's estimate of the depreciation expense is based on the straight-line method. We evaluated the methods, assumptions, and data used to develop the expense in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. The following material misstatements detected as a result of audit procedures were corrected by management:

- Capitalized \$320,636 and \$25,000 of fixed assets that were posted to expense accounts for the Water and Sewer Funds, respectively.
- Recorded depreciation expense in the amount of \$93,006 and \$102,960 for the Water and Sewer Funds, respectively.
- Reclassified Sewer Fund debt payments posted to an expense account against a liability account in the amount of \$302,000.
- Decreased cash and related revenue for the reversal of a grant receivable to properly record the transaction on the modified cash basis of accounting in the amount of \$145,285.

The Borough also relies on Campbell, Rappold & Yurasits LLP to propose all necessary GASB 34 journal entries, which are then approved by Borough Management.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated July 21, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to Borough of Macungie's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as Borough of Macungie's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We were engaged to report on budgetary comparison and pension schedules, which accompany the financial statements. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of Members of Council and management of Borough of Macungie and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Campbell, Rappold & Yurawitz LLP

Work Change Directive No. 1

Date of Issuance: 9-3-2025

Effective Date: 9-3-2025

Owner: Macungie Borough

Owner's Contract No.: 399925.003

Contractor: Helm Construction Company, Inc.

Contractor's Project No.:

Engineer: Barry Iselt & Associates, Inc.

Engineer's Project No.: 399925.003

Project: Locust St. Curb & Sidewalk Improvement Improvements

Contract Name: Locust St. Curb & Sidewalk Improvement Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Remove and replace approx. 100sf of sidewalk. Basis of payment will be at unit price bid.

Attachments: [List documents supporting change]

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 2,305.00

☒ [increase] ☐ [decrease].
☐ [increase] ☐ [decrease].

Contract Time n/a days

Basis of estimated change in Contract Price:

☐ Lump Sum

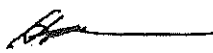
☒ Unit Price

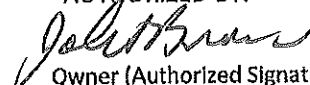
☐ Cost of the Work

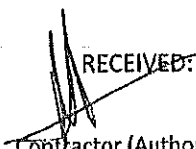
☐ Other

RECOMMENDED:

AUTHORIZED BY:

By: 
Engineer (Authorized Signature)

By: 
Owner (Authorized Signature)

By: 
Contractor (Authorized Signature)

Title: Project Manager

Title: 

Title: Michael Wright / VP of Operations

Date: 9-4-2025

Date: 9/5/2025

Date: September 4, 2025

Approved by Funding Agency (if applicable)

By:

Date:

Title:

Work Change Directive No. 2

Date of Issuance: 9-8-2025

Effective Date: 9-8-2025

Owner: Macungie Borough

Owner's Contract No.: 399925.003

Contractor: Helm Construction Company, Inc.

Contractor's Project No.:

Engineer: Barry Iselt & Associates, Inc.

Engineer's Project No.: 399925.003

Project: Locust St. Curb & Sidewalk Improvement Improvements

Contract Name: Locust St. Curb & Sidewalk Improvement Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Remove and replace approx. 15sf of sidewalk. Basis of payment will be at unit price bid.

Attachments: [List documents supporting change]

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 345.75

☒ (increase) ☐ (decrease).
[increase] [decrease].

Contract Time n/a days

Basis of estimated change in Contract Price:

☐ Lump Sum

☒ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

By:

Engineer (Authorized Signature)

Title: Project Manager

Date: 9-8-2025

AUTHORIZED BY:

By:

Owner (Authorized Signature)

Title:

Date:

By:

Contractor (Authorized Signature)

Title: Michael Wright / VP of Operations

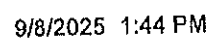
Date: September 8, 2025

Approved by Funding Agency (if applicable)

Date:

By:

Title:



Work Change Directive No. 3

Date of Issuance: 9-8-2025

Effective Date: 9-8-2025

Owner: Macungie Borough

Owner's Contract No.: 399925.003

Contractor: Helm Construction Company, Inc.

Contractor's Project No.:

Engineer: Barry Isett & Associates, Inc.

Engineer's Project No.: 399925.003

Project: Locust St. Curb & Sidewalk Improvement Improvements

Contract Name: Locust St. Curb & Sidewalk Improvement Improvements

Contractor is directed to proceed promptly with the following change(s):

Description:

Remove and relocated existing double 2" PVC electrical conduit.

Attachments: [List documents supporting change]

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.

☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 1,695.95

☒ [increase] [decrease].

Contract Time n/a days

☐ [increase] [decrease].

Basis of estimated change in Contract Price:

☒ Lump Sum

☐ Unit Price

☐ Cost of the Work

☐ Other

RECOMMENDED:

By:

Engineer (Authorized Signature)

Title: Project Manager

Date: 9-8-2025

AUTHORIZED BY:

By:

Owner (Authorized Signature)

Title:

Date:

By:

Contractor (Authorized Signature)

Title: Michael Wright / VP of Operations

Date: September 9, 2025

Approved by Funding Agency (if applicable)

Date:

By:

Title:

RESOLUTION 2025-07

**Authorized Official Resolution
Borough of Macungie, Lehigh County, Pennsylvania**

BE IT RESOLVED by authority of the Borough Council of the Borough of Macungie, Lehigh County, and it is hereby resolved by authority of the same that the Borough Manager of said Municipality/Authority be authorized and directed to sign the attached Agreement on its behalf and the Borough Manager be authorized and directed to attest to the same.

ATTEST:

Borough of Macungie

(Signature)

By: _____
(Signature)

(Name and Title)

(Name and Title)

I, John A. Brown, duly qualified Borough Manager of Macungie Borough, Lehigh County, PA, hereby certify that the foregoing is true and correct copy of a Resolution duly adopted by the majority vote of the Board of Commissioners of Macungie Borough, at a regular meeting held September 15, 2025 and said Resolution has been recorded in the Minutes of Macungie Borough and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Macungie Borough, this 15th day of September 2025.

John A. Brown Borough Manager

BOROUGH SEAL

DATE: _____
(PennDOT will insert)

AGREEMENT NO.:
FEDERAL I.D. NO.: 23-6002891
SAP VENDOR NO.: 138962

Winter Maintenance Services Agreement

This Winter Maintenance Services Agreement ("Agreement") is made by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation ("PennDOT");

and

Macungie Borough, an entity legally authorized to enter into this Agreement, acting through its proper officials ("Service Provider").

BACKGROUND

To ensure an efficient and effective maintenance program during winter seasons, PennDOT enters into this agreement to transfer winter maintenance responsibilities to the Service Provider, which has the equipment, personnel and commitment to perform winter maintenance work for the designated state highways (state routes), including bridges and approaches, subject to payment by PennDOT and the terms and conditions of this Agreement.

The parties, intending to be legally bound, agree as follows:

1. Description of Work.

- a. **Service Provider General Responsibility.** Service Provider shall remove snow and ice, provide de-icing and anti-skid materials and apply de-icing and anti-skid treatments for the Snow Lane Miles of designated state routes set forth on Exhibit "A" to this Agreement, including bridges and approaches on the delineated state routes, during the Winter Season. Exhibit "A" is attached and incorporated by reference into this Agreement.
- b. **Service Provider Level of Service and Performance Measures.** The Service Provider shall perform work promptly and efficiently to facilitate the safe and unimpeded flow of traffic. Work shall comply with the then-current versions of PennDOT's: 1) Maintenance Manual ("Publication 23") including its Chapter 4; 2) Highway Foreman Manual ("Publication 113") including its Chapter 5 and Assembly 712-7521-01; and 3) Highway Construction Specifications ("Publication 408") including Sections 703.4 and

722, all of which are available on PennDOT's website, are amended from time-to-time, and incorporated into this Agreement by reference. Within these publications, the term "Municipality" shall mean "Service Provider."

c. **Key Definitions**

1. **Snow Lane Mile.** A "Snow Lane Mile" is a travel lane that is up to twelve (12) feet wide and one (1) lineal mile long. Where travel lanes are wider than twelve (12) feet, additional lane miles shall be computed and reflected on Exhibit "A" pursuant to then-existing PennDOT policy, which at present is articulated in Chapter 4 of the PennDOT Maintenance Manual, Publication 23, which is available on PennDOT's publicly accessible website.
2. **Winter Season.** The "Winter Season" for the purpose of this Agreement shall commence October 15 of each year and end on April 30 of the following year, unless amended by PennDOT.
2. **Required Permits.** If the Service Provider's equipment must traverse a bridge with a posted weight restriction, the Service Provider shall apply to the posting authority for a permit pursuant to 67 Pa. Code Chapter 191. The Service Provider shall refile permit applications as needed during the term of this Agreement and obtain permits for each succeeding Winter Season for which this Agreement is renewed. Failure to obtain the permits shall be cause for termination of this Agreement.
3. **Term of Agreement.** The initial term of this Agreement is five (5) years ("initial term"). The initial term shall commence upon the earlier of the full execution date (which is the date of all required Commonwealth signatures being affixed after the parties' signatures) or the start of the first Winter Season (October 15) and end on October 14 of the year when the fifth Winter Season is completed. After the initial term (covering five (5) Winter Seasons) ends, the Agreement will automatically renew on October 15 for five (5) additional one (1) year periods unless the parties mutually agree, in writing, prior to June 30 of the fifth year of the initial term or June 30 of any one (1) year renewal period, to terminate the agreement prior to the commencement of a subsequent renewal period.
4. **Base Payment Rate.** PennDOT shall pay the Service Provider a base rate per Snow Lane Mile ("base rate") for the first Winter Season of this Agreement on or about October 15 of the first Winter Season. The base rate to be paid per Snow Lane Mile shall be set forth on Exhibit "A" of this Agreement and may consider different rates per Snow Lane Mile in accordance with PennDOT policy for the characteristics of the state routes being serviced.

5. **Adjusted Base Payment Rates for Subsequent Years.** For each of the following four years of the initial term and any annual renewal term thereafter, the base rate will annually be increased by 2% and paid on or about October 15. PennDOT will send, annually, a revised funds encumbrance document, or then-equivalent, to the Office of Comptroller Operations to facilitate the payment of sums of money pursuant to the terms and conditions of this Agreement.

6. **Computation of Annual Payment and Invoicing.** The total annual payment to the Service Provider shall equal the base rate, as adjusted, multiplied by the Snow Lane Miles reflected on the then current version of Exhibit "A." The Service Provider shall invoice PennDOT on or after October 15 for each Winter Season based on the total annual payment calculated under this Section.

7. **Amendment of Snow Lane Miles and Payment.**

a. **Snow Lane Miles.** The Snow Lane Miles upon which payment will be computed are those Snow Lane Miles set forth on the then current version of Exhibit "A." Exhibit "A" may be amended to reflect the addition, subtraction or modification of Snow Lane Miles, as agreed between the parties. Additions, subtractions or modifications of Snow Lane Miles shall only be initiated upon the sending of a letter from PennDOT to the Service Provider (to the attention of the personnel at the address listed below in the Notice provisions) containing an amended Exhibit "A." The letter shall be reviewed, signed and dated by the Service Provider, and promptly returned to PennDOT. The letter shall become effective at the start of the next Winter Season. For letters issued during a Winter Season, services to be performed by the Service Provider with respect to additions, subtractions or modifications shall become effective immediately upon full execution of the letter; but for purposes of the computation of payment, additions, subtractions or modifications to Snow Lane Miles will become effective at the start of the next Winter Season. The signatories to this letter shall only be the authorized officials of PennDOT and the Service Provider, with the Office of Comptroller Operations receiving a copy of the fully executed letter and amended Exhibit "A."

b. **Payment Adjustments.** The base rate may only be adjusted in the event of a severe winter adjustment (defined below), or where authorized by this Agreement to compensate a Service Provider during a winter emergency. Payment adjustments shall be made by letter signed only by an authorized signatory for PennDOT, as follows:

1. **Severe Winter Adjustment.** PennDOT may, in its sole discretion, agree that additional payment is warranted if a

Service Provider experiences a level of work above a reasonable quantity of winter weather events during a Winter Season, either in frequency or severity. If PennDOT determines that a severe winter adjustment is warranted, it will issue a letter reflecting the amount to be paid as a severe winter adjustment as a percent increase to the then-current Winter Season's base rate, as adjusted. Severe winter adjustments will provide a one-time payment that does not impact the base rate computation, as adjusted, for payment in future years.

2. Winter Emergency. If a winter emergency necessitates work before this Agreement is fully executed, or before or after the defined "Winter Season," PennDOT's District Executive may issue a written letter to the Service Provider that: (a) finds that an emergency exists under the then-current version of Section 516 of the Procurement Code, 62 Pa C.S. § 516, and (b) authorizes the Service Provider to begin winter maintenance services, subject to the terms and conditions of this Agreement if executed, or otherwise the version of this Agreement most recently provided to the Service Provider. If the Service Provider receives an emergency winter maintenance services letter from the District Executive, PennDOT shall pay the Service Provider's costs incurred to service the state routes as a result of the onset of a winter weather emergency necessitating the provision of the services under this Agreement.

c. Funding Adjustments. PennDOT will adjust the encumbrance of funds to pay Service Provider upon the computation of the annual payment, amendments to Snow Lane Miles and payment adjustments described in this Section of the Agreement.

8. Relationship of the Parties. The Service Provider undertakes the responsibilities as an independent contractor and its principals, employees, lessors or contractors, or any other person or entity acting on behalf of Service Provider, shall not be considered employees of PennDOT for any purpose.

9. Termination for Cause by PennDOT. If the Service Provider fails to comply with the terms of this Agreement, PennDOT may terminate the Agreement upon giving ten (10) days written notice to the Service Provider. PennDOT may allow a Service Provider to cure any performance deficiencies or failures to comply with the terms of this Agreement prior to termination. Ten days' notice or a cure period may be withheld by PennDOT, in its discretion, when an event of default warrants immediate action necessary to protect the health, safety and welfare of the motoring public. If the

Agreement is terminated for cause, then PennDOT shall not be obligated to pay any amount of money to the Service Provider. If termination for cause is later determined to be invalid or unwarranted, the termination for cause shall be considered to be a termination for convenience.

10. **Termination for Convenience by PennDOT.** PennDOT reserves the right to terminate this Agreement for convenience, effective immediately upon issuance of a letter to the Service Provider, if it determines that termination is in the best interests of PennDOT.

11. **Payment Adjustments after Termination.** If the Agreement is terminated for cause or convenience after an annual payment to Service Provider for which services have not been rendered, the Service Provider shall reimburse PennDOT for any such annual payment for which services have not been rendered. PennDOT will invoice Service Provider and Service Provider shall pay PennDOT within 30 days of the effective date of the termination of this Agreement. Only in the case of termination for convenience, will Service Provider be able to retain the pro rata portion of the annual payment Service Provider would have received pursuant to this Agreement up to the effective date of termination. For clarification, the pro rata adjustment under this section shall equal the total amount that Service Provider would have received for the full Winter Season multiplied by the total number of days from the start of the Winter Season through the date when termination is effective divided the total number of days in the full Winter Season. If Service Provider receives annual County or Municipal Liquid Fuels Fund allocations, PennDOT reserves the right, and Service Provider agrees, that PennDOT may withhold future allocations of such funds to collect any unpaid balances owed to PennDOT beyond 60 days of the effective date of termination.

12. **Required Commonwealth Provisions.** The Service Provider shall comply with the following required Commonwealth Provisions. As used in these provisions, "Contractor" refers to the Service Provider:

- a. **Right-to-Know Law Provisions.** The current version of the Contract Provisions—Right to Know Law, attached to and made part of this Agreement as Exhibit B;
- b. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, which is attached to and made part of this Agreement as Exhibit C;
- c. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, which are attached to and made part of this Agreement as Exhibit D;

- d. **Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, which are attached to and made part of this Agreement as Exhibit E;
- e. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, which are attached to and made part of this Agreement as Exhibit F; and,
- f. **Enhanced Minimum Wage Provisions.** The current version of the Enhanced Minimum Wage Provisions, which are attached to and made part of this Agreement as Exhibit G.

13. **Offset Provision.** The Service Provider agrees that the Commonwealth of Pennsylvania (Commonwealth), including PennDOT, may set off the amount of any state tax liability or other obligation of the Service Provider or its subsidiaries to the Commonwealth against any payments due the Service Provider under any contract with the Commonwealth.

14. **Automated Clearing House Network Provisions.**

- a. The Commonwealth will make payments to the Service Provider through the Automated Clearing House ("ACH") Network. Within 10 days of the execution of this Agreement, the Service Provider must submit or must have already submitted its ACH information in the Commonwealth's Master Database. The Service Provider will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.
- b. The Service Provider must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the Service Provider to properly apply the state agency's payment to the respective invoice or program.
- c. It is the responsibility of the Service Provider to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

15. **Audit and Maintenance of Records.** PennDOT and other agencies of the Commonwealth of Pennsylvania may, at reasonable times and places, audit the books and records of the Service Provider to the extent that they relate to the Service Provider's performance of this Agreement and the costs incurred by the Service Provider in providing services under it. The Service Provider shall maintain the books and records for a period of three (3) years from the date of final payment under the Agreement, including all renewals.

16. **Choice of Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and the decisions of Pennsylvania courts. The Service Provider consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Service Provider agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by Pennsylvania law.

17. **Liability.** The Service Provider is performing this Agreement as an independent contractor and its officials, employees and contractors shall not be considered employees of PennDOT or the Commonwealth of Pennsylvania for any purpose. This Agreement shall be considered a maintenance contract between a Commonwealth agency and a local agency for purposes of 42 Pa. C.S. § 8542(b)(6)(ii), relating to acts which may impose liability on local agencies. Further, this Agreement shall not be construed for the benefit of any person or political subdivision not a party to this Agreement, nor shall this Agreement be construed to authorize any person or political subdivision not a party to this Agreement to maintain a lawsuit on or under this Agreement.

18. **Amendments and Modifications.** Except for the Snow Lane Mile and Payment Adjustments provided for above via letter, amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.

19. **Strategic Environmental Management Program ("SEMP").** PennDOT has implemented a SEMP. As part of SEMP, PennDOT has established a Green Plan Policy that can be found on PennDOT's website and is also posted at PennDOT's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The Service Provider shall ensure that they have reviewed and are familiar with the SEMP and PennDOT's Green Plan Policy available on PennDOT's website.

20. **Titles not Controlling.** Titles of sections are for reference only and shall not be used to construe the language in this Agreement.

21. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

22. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other party of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.

23. **Assignment.** This Agreement may not be assigned by the Service Provider, either in whole or in part, without the written consent of PennDOT.

24. **Third-Party Beneficiary Rights.** The parties to this Agreement understand that this Agreement does not create or intend to confer any rights in person or on persons or entities not a party to this Agreement.

25. **Notices.** All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person:

If to PennDOT:

Name or Title: John Ciabattari, Roadway Programs Coordinator
Address: 1712 Lehigh Street
Allentown, Pa 18103
Fax Number: 610-871-4614
Email Address: Jciabattar@pa.gov

If to the Service Provider:

Name or Title:
Address:

Fax Number:
Email Address:

26. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are

superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement except as expressly set forth herein.

[Remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

ATTEST:

Service Provider *

BY _____
Signature DATE

BY _____
Signature DATE

Title

Title

*If the Service Provider is a municipality that is required to pass a resolution to authorize the signatory, it must provide a resolution authorizing signature authority at the time of Agreement submission. Attestation is only required where a Resolution requires attestation or there is a legal requirement for an attestation (witness). Absent a resolution, the person signing for the Service Provider represents that they are authorized to bind the Service Provider and all such acts prerequisite to such authority have been undertaken; PennDOT will rely on this representation in entering into this Agreement.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM
AND LEGALITY

BY _____
Title: DATE

BY _____
for Chief Counsel DATE

FUNDS COMMITMENT DOCUMENT
NO.

BY _____
for Comptroller Operations DATE

Preapproved Form: OGC No. 18-FA-80.0

OAG Approved 7/13/2021



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	

ATTACHMENT "A"
Municipal Winter Services Agreement Rate Schedule
For Use During the 2025 - 26 Winter Season

District	County	MFC RATES Per Snow Lane Mile		
		B	C	D/E
1	Crawford		\$2,283.42	\$2,063.54
	Erie		\$2,283.42	\$2,063.54
	Forest		\$1,622.38	\$1,416.90
	Mercer		\$1,622.38	\$1,416.90
	Venango		\$1,622.38	\$1,416.90
	Warren		\$2,283.42	\$2,063.54

2	Centre		\$1,546.23	\$1,345.04
	Clearfield		\$1,622.38	\$1,416.90
	Clinton		\$1,546.23	\$1,345.04
	Cameron		\$1,546.23	\$1,345.04
	McKean		\$1,996.00	\$1,771.82
	Potter		\$1,744.54	\$1,526.10
	Mifflin		\$1,323.46	\$1,106.49
	Elk		\$1,622.38	\$1,416.90
	Juniata		\$1,323.46	\$1,106.49

3	Columbia		\$1,323.46	\$1,106.49
	Lycoming		\$1,546.23	\$1,345.04
	Montour		\$1,323.46	\$1,106.49
	Northumberland		\$1,323.46	\$1,106.49
	Snyder		\$1,323.46	\$1,106.49
	Sullivan		\$1,546.23	\$1,345.04
	Tioga		\$1,744.54	\$1,526.10
	Union		\$1,323.46	\$1,106.49
	Bradford		\$1,744.54	\$1,526.10

4	Lackawanna		\$1,744.54	\$1,526.10
	Luzerne		\$1,744.54	\$1,526.10
	Pike		\$1,546.23	\$1,345.04
	Susquehanna		\$1,744.54	\$1,526.10
	Wayne		\$1,546.23	\$1,345.04
	Wyoming		\$1,546.23	\$1,345.04

5	Berks		\$1,323.46	\$1,106.49
	Carbon		\$1,546.23	\$1,345.04
	Lehigh		\$1,323.46	\$1,106.49
	Monroe		\$1,744.54	\$1,526.10
	Northampton		\$1,323.46	\$1,106.49
	Schuylkill		\$1,323.46	\$1,106.49

6	Bucks	\$1,623.02	\$1,508.58	\$1,378.53
	Chester	\$1,623.02	\$1,508.58	\$1,378.53
	Delaware	\$1,623.02	\$1,508.58	\$1,378.53
	Montgomery	\$1,623.02	\$1,508.58	\$1,378.53
	Philadelphia	\$1,623.02	\$1,508.58	\$1,378.53

8	Adams		\$1,323.46	\$1,106.49
	Cumberland		\$1,323.46	\$1,106.49
	Franklin		\$1,323.46	\$1,106.49
	York		\$1,323.46	\$1,106.49
	Dauphin		\$1,323.46	\$1,106.49
	Lancaster		\$1,323.46	\$1,106.49
	Lebanon		\$1,323.46	\$1,106.49
	Perry		\$1,323.46	\$1,106.49

District	County	MFC RATES Per Snow Lane Mile		
		B	C	D/E
9	Bedford		\$1,323.46	\$1,106.49
	Blair		\$1,323.46	\$1,106.49
	Cambria		\$2,174.18	\$1,973.01
	Fulton		\$1,195.59	\$1,014.54
	Huntingdon		\$1,323.46	\$1,105.06
	Somerset		\$2,174.18	\$1,973.01

10	Armstrong		\$1,622.38	\$1,416.90
	Butler		\$1,622.38	\$1,416.90
	Clarion		\$1,622.38	\$1,416.90
	Indiana		\$1,622.38	\$1,416.90
	Jefferson		\$1,622.38	\$1,416.90

11	Allegheny	\$2,174.19	\$1,973.00	\$1,744.54
	Beaver	\$2,174.19	\$1,973.00	\$1,744.54
	Lawrence	\$1,622.38	\$1,622.38	\$1,416.90

12	Fayette		\$1,829.32	\$1,605.13
	Greene		\$1,622.38	\$1,416.90
	Washington		\$1,622.38	\$1,416.90
	Westmoreland		\$1,829.32	\$1,605.13

In the event an MFC "B" road is serviced by a municipality, they are to be paid at the MFC "C" rate except District 6-0 & 11-0.

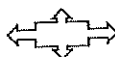
* NO MFC "A" ROADS ARE TO BE SERVICED BY MUNICIPALITIES.

** ALL PAYMENTS ARE BASED ON SNOW LANE MILES

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT B

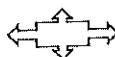


g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT B



NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit C



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit C



January 14, 2015

CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code* (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.



October 14, 2011

PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT E



Contractor Responsibility Provisions

(December 2020)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit F

Enhanced Minimum Wage Provisions (July 2022)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lit places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

2025-2026

CONTRACT EXHIBIT A
Revised June 3 2025

AGREEMENT NO. 2025-2026
YEAR 1 OF 5

COUNTY: Lehigh

MUNICIP: Borough of Macungie

STATE ROUTE	LOCAL DESCRIPTION	BEGIN SEGMENT	BEGIN OFFSET	END SEGMENT	END OFFSET	SNOW LANE MILES	MFC	RATE PER MFC*	COST
2019 Walnut St.		0010	0000	0020	0422	0.800	D	\$1,106.49	\$885.19
2021 Macungie Mountain Road		0050	0000	0060	0688	0.800	D	\$1,106.49	\$885.19
						1.6			

*For the Standard Agreement, rates may vary per county depending on the MFC- see Attachment A Rate Schedule

*For the Actual Cost Agreement, rates may not reflect those that appear on Attachment A because PennDOT is paying actual costs. Rates used must be pre approved by BOMO.

TOTAL COST = \$1,770.38

MILEAGE MFC B =
MILEAGE MFC C =
MILEAGE MFC D =
MILEAGE MFC E =

1106.49

1106.49

TOTAL MILEAGE

TERMS OF PAYMENT: The Municipality will be compensated with a lump sum payment in the amount indicated as Total Cost, and as adjusted by the Department of Transportation at the end of each year. The Municipality will be compensated with an adjustment to offset severe winters at the following rate. The Municipality will receive an adjustment equal to the percentage of the Department's actual costs (for similar roads serviced) over and above the five-year average for a particular county less a \$1,000.00 deductible for Municipalities with agreements totaling \$5,000.01 or more and a \$500.00 deductible for all others.

Suggested Total Amount Encumbrance
1st Year: \$1,770.38
2nd Year: \$1,805.79
3rd Year: \$1,841.91
4th Year: \$1,878.75
5th Year: \$1,916.32
6th Year: \$1,954.65
7th Year: \$1,993.74

**BOROUGH COUNCIL OF
THE BOROUGH OF MACUNGIE
LEHIGH COUNTY, PENNSYLVANIA**

ORDINANCE NO. _____

AN ORDINANCE OF MACUNGIE BOROUGH, LEHIGH COUNTY, PENNSYLVANIA, AMENDING THE MACUNGIE BOROUGH ZONING MAP BY REZONING THOSE PARCELS DEPICTED ON THE PROPOSED CHANGES TO THE ZONING MAP OF THE BOROUGH OF MACUNGIE, ATTACHED HERETO AS EXHIBIT "A", FROM TC TOWN CENTER AND/OR R-7.8 MEDIUM DENSITY RESIDENTIAL TO R-10 LOW DENSITY RESIDENTIAL, AND AMENDING THE MACUNGIE BOROUGH ZONING ORDINANCE OF 2013 AT CHAPTER 345 OF THE CODE OF ORDINANCES OF MACUNGIE BOROUGH IN ACCORDANCE THEREWITH.

WHEREAS, the Borough of Macungie has previously ordained and enacted an ordinance entitled the Macungie Borough Zoning Ordinance of 2013 which is found at Chapter 345 of the Code of Ordinances of Macungie Borough; and

WHEREAS, the Macungie Borough Council desires to amend the Official Zoning Map of Macungie Borough, as adopted at Section 345-13.B of the Macungie Borough Zoning Ordinance of 2013, by rezoning those parcels depicted on the Proposed Changes to the Zoning Map of the Borough of Macungie attached hereto as Exhibit "A", and further identified on the list of properties being rezoned to R-10 attached hereto and marked as Exhibit "B", from TC Town Center and/or R-7.8 Medium Density Residential to R-10 Low Density Residential; and

WHEREAS, the Macungie Borough Planning Commission, the Lehigh Valley Planning Commission, and the Macungie Borough Council have reviewed this proposed amendment to the Official Zoning Map of Macungie Borough; and

WHEREAS, the Macungie Borough Council has duly provided public notice of the public hearing and notice of its intent to adopt the proposed amendment to the Official Zoning Map of Macungie Borough; and

WHEREAS, the Macungie Borough Council held a public hearing pursuant to public notice on the proposed Official Zoning Map amendment as required by the Pennsylvania Municipalities Planning Code; and

WHEREAS, the Macungie Borough Council has determined that the proposed amendment to the Official Zoning Map of Macungie Borough is in the best interests of Macungie Borough and its citizens and is consistent with the overall community objectives of the Macungie Borough Zoning Ordinance of 2013 and the adopted Regional Comprehensive Plan of the Borough.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED, by the Borough Council of the Borough of Macungie, Lehigh County, Pennsylvania, that the Official Zoning Map of

Macungie Borough and Chapter 345, Zoning, of the Macungie Borough Code of Ordinances are hereby amended as follows:

ARTICLE I.

The Official Zoning Map of Macungie Borough adopted and incorporated at Section 345-13.B of the Macungie Borough Zoning Ordinance of 2013 is hereby amended as set forth herein and in accordance with Sections 345-40 and 345-41 of the Macungie Borough Zoning Ordinance, such amendment being adopted and incorporated into the Macungie Borough Zoning Ordinance and Chapter 345 of the Macungie Borough Code of Ordinances and with the same force and effect as if duly recorded therein.

ARTICLE II.

Pursuant to Sections 345-13.B, 345-40, and 345-41 of the Macungie Borough Zoning Ordinance, the Official Zoning Map of Macungie Borough is hereby amended by rezoning those parcels depicted on the Proposed Changes to the Zoning Map of the Borough of Macungie attached hereto as Exhibit "A", and further identified on the list of properties being rezoned to R-10 attached hereto and marked as Exhibit "B", from TC Town Center and/or R-7.8 Medium Density Residential to R-10 Low Density Residential. The Zoning Map of the Borough of Macungie, dated April 17, 2025, a copy of which is attached hereto and marked as Exhibit "A", is hereby approved and adopted as the Official Zoning Map of the Borough of Macungie.

ARTICLE III.

Pursuant to Sections 345-13.B, 345-40, and 345-41 of the Macungie Borough Zoning Ordinance and the attached Exhibits "A" and "B", the Official Zoning Map of Macungie Borough is hereby amended as follows:

- 1) By rezoning the parcels identified as the following Lehigh County Parcel ID Nos. to R-10 Low Density Residential: 547386787038; 547386807860; 547386816483; 547386825743; 547386826109; 547386834641; 547386835007; 547386843705; 547386851877; 547386852245; 547386864751; 547386873394; 547386873648; 547386874017; 547386882643; 547386889230; 547386891182; 547386891543; 547386891813; 547386998648; 547387659823; 547387668196; 547387668366; 547387668546; 547387668726; 547387668907; 547387676993; 547387677272; 547387677543; 547387704874; 547387712781; 547387719268; 547387727884; 547387728166; 547387728431; 547387728614; 547387736890; 547387737069; 547387737328; 547387746312; 547387746906; 547387751314; 547387779380; 547387779828; 547387788195; 547387800189; 547387800646; 547387806968; 547387814866; 547387851844; 547387860480; 547387860654; 547387860924; 547387861111; 547387939271; 547387939626; 547387947963; 547387948168; 547387948623; 547387956979; 547387957318; 547387965868; 547387966237; 547387966508; 547395099728; 547396071405; 547396074448; 547396077552; 547396091761; 547396094765; 547396171576; 547396191400; 547396271688; 547396276743; 547396291580; 547396336500; 547396370747; 547396374892; 547396474963; 547396681060; 547397003908; 547397011994; 547397012269;

547397012621; 547397020810; 547397100300; 547397141360; 547397149326; 547397200490; 547397209082; 547397244357; 547397306130; 547397321313; 547397403178; 547397502120; and, 547397702856. The above-referenced parcels are hereby rezoned R-10 Low Density Residential and the Official Zoning Map of Macungie Borough is hereby amended accordingly. A list of the above-referenced properties being rezoned to R-10 is attached hereto and marked as Exhibit "B".

ARTICLE IV. **SEVERABILITY.**

It is hereby declared to be the legislative intent that if a court of competent jurisdiction declares any provisions of this Ordinance to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully effective. Borough Council hereby declares that it would have passed this Ordinance and each section or part thereof, other than any part declared invalid, if it had advance knowledge that any part would be declared invalid.

ARTICLE V. **PROCEDURAL DEFECTS IN ENACTMENT.**

Allegations that this Ordinance or any amendment was enacted in a procedurally defective manner shall be appealed as provided in State law and be filed not later than 30 days after the intended effective date of the Ordinance or amendment.

ARTICLE VI. **REPEALER.**

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

ARTICLE VII. **EFFECTIVE DATE.**

This Ordinance shall become effective five (5) days after enactment.

DULY ENACTED AND ORDAINED this ____ day of _____, 2025, by the Council of the Borough of Macungie, Lehigh County, Pennsylvania, in lawful session duly assembled.

ATTEST:

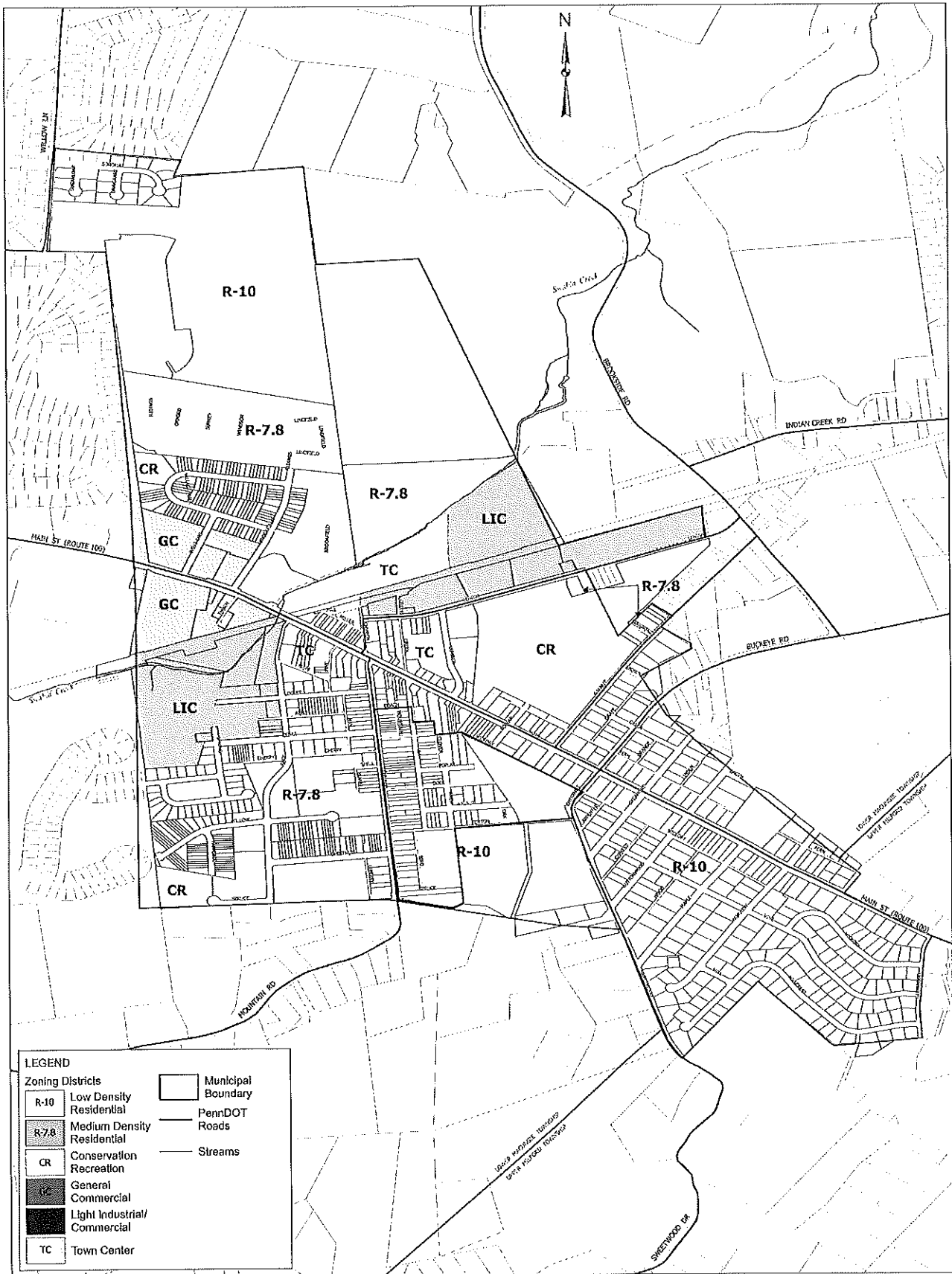
BOROUGH OF MACUNGIE

John Brown, Borough Manager

Ron Karboski, Council President

AND NOW, this ____ day of _____, 2025, the foregoing Ordinance is approved.

Ron Conrad
Mayor



PROPOSED CHANGES
Printed 4/17/25

Draft Print
04/17/2025 1:09 17 PM

ZONING MAP Borough of Macungie Lehigh County, Pennsylvania

0 500 1,000 2,000 Feet

BARRY
ISETT &
Associates
PLANNING AND ENGINEERING

List of Properties Being Rezoned to R-10

PIN	OWNER	STREET ADDRESS
547386787038	Dao Janet & Justin M Kleinle	137 S Church St
547386807860	Gordon Sally K	231 S Church St
547386816483	Armstrong Stephen F & Kathryn E	225 S Church St
547386825743	Molder Gregory T	211 S Church St
547386826109	Moyer Richard P III	217 S Church St
547386834641	Young Caroline E	205 S Church St
547386835007	Ellis Ann Marie	209 S Church St
547386843705	Deane Tyler A & Lindsey A M	167 S Church St
547386851877	Bogert Robert G JR & Cynthia J	159 S Church St
547386852245	Bogert Robert G JR & Cynthia J	159 S Church St
547386864751	Yerman John F III & Rosanne B McGinn	151 S Church St
547386873394	Holt Karen A	147 S Church St
547386873648	Seislove Stacey E	143 S Church St
547386874017	Weldon Patricia A	149 S Church St
547386882643	Ellixson Stacey & Thomas	133 S Church St
547386889230	Andris Sandra M & Ken	132 S Lea St
547386891182	Irvin Harry James JR & E Diane	129 S Church St
547386891543	Reppert Jack R & Jacqueline Marie	127 S Church St
547386891813	Levene Stephen M & Michelle M	125 S Church St
547386998648	Gross Clarence H & Nancy L	101 S Walnut St
547387659823	Engleman Terrence L	63 S Church St
547387668196	MC Kekin Jessica	61 S Church St
547387668366	Schmoyer Ronald T	59 S Church St
547387668546	Schmoyer Ronald T	57 S Church St
547387668726	Red Door Holding LLC	55 S Church St
547387668907	Glase Dean G & Theresa R	53 S Church St
547387676993	Schnellman Jacob C	43 S Church St
547387677272	Schmoyer Jacob & Ronald T Schmoyer	51 S Church St
547387677543	Amato Nathan F JR & Aurey E	47 S Church St
547387704874	Ivory Joel D & Rebecca M	117 S Church St
547387712781	Bolasky David M & Brenda M	105 S Church St
547387719268	Houck Bradley R & Tori Weisel	111 S Church St
547387727884	Godfrey Jackie L	95 S Church St
547387728166	Sell Carl R SR & Janet L	101 S Church St
547387728431	Brown Karen G	99 S Church St
547387728614	Leaver Kimberly A	97 S Church St
547387736890	Rivas Adrienne & Richard JR	85 S Church St
547387737069	Fritz Joshua Christopher	93 S Church St
547387737328	Wong Amy Yim	91 S Church St
547387746312	Felix Lauren Eva	79 S Church St
547387746906	Schnellman David P	71 S Church St

547387751314	Kohler Lee H	69 S Church St
547387779380	Kerchner Erin M	38 S Lea St
547387779828	Fritz Dennis R	32 S Lea St
547387788195	Fritz Rachel J	30 S Lea St
547387800189	Gould Stephen M & Renee S	121 S Church St
547387800646	Wiswall Zainab	119 S Church St
547387806968	Mead Julia & Thomas Albert Mancusi	106 S Lea St
547387814866	Bolasky Brenda M	100 S Lea St
547387851844	Reinert Charles E & Jean V	54 S Lea St
547387860480	Chandler Marilyn J	48 S Lea St
547387860654	Sell Patricia A	46 S Lea St
547387860924	Meck Dennis J	44 S Lea St
547387861111	Ivory Joel D & Rebecca M	52 S Lea St
547387939271	Morello John F & Loria A	85 S Lea St
547387939626	Rivera Peter & Connie	79 S Lea St
547387947963	Christman Jerome V & Sharon N	67 S Lea St
547387948168	Young Donald S & Debra R	77 Lea St
547387948623	Boyer Carol	69 S Lea St
547387956979	Faidley Angela D	55 S Lea St
547387957318	Faidley Stephen & Angela	65 S Lea St
547387965868	Eckhart Gordon R & Kristal Daniels	43 S Lea St
547387966237	Sternier Marline J	51 S Lea St
547387966508	Strunk Joecelyn M	47 S Lea St
547395099728	Macungie Borough Authority	26 S Church St
547396071405	Brouse James V & Sarah M	102 S Walnut St
547396074448	Ivory Joel D & Rebecca M	104 S Walnut St
547396077552	Effrig Paul R III	106 S Walnut St
547396091761	Gross Clarence H & Nancy L	105 S Walnut St
547396094765	Cooper Alan C	107 S Walnut St
547396171576	Cope David F & Melinda G	108 S Walnut St
547396191400	Afflerbach John R & Jeanne M	115 S Walnut St
547396271688	Crawford Allen R & Cheryl K	202 S Walnut St
547396276743	Young Donald S & Debra R	206 S Walnut St
547396291580	Held Richard R & Sally Held	201 S Walnut St
547396336500	1St Valley Bank Et. Al.	200 Cotton St
547396370747	Eck Bryan C	210 S Walnut St
547396374892	Lenig Jason D & Lisa Carlson	216 S Walnut St
547396474963	Shanley Jacob J	222 S Walnut St
547396681060	S Walnut Street Partners LLC	201 Oak St
547397003908	Hariry Ziad & Abeer Masaad	105 S Lea St
547397011994	Herscap Bruce H & Marlene G	99 S Lea St
547397012269	Deysher Patricia M	103 S Lea St
547397012621	Fratlicelli Marlene & Matt S Hothan	101 S Lea St
547397020810	Ivory Joel D & Rebecca M	89 S Lea St

547397100300	Sixty-One Wayne LLC	110 Arch St
547397141360	Faidley Angela D	129 S Poplar St
547397149326	Kleppinger Sarah	131 S Poplar St
547397200490	Steinberg Susan	113 Arch St
547397209082	Sell Robert G JR & Megan M Sell	213 S Walnut St
547397244357	Kleppinger Scot & Rebekah	135 S Poplar St
547397306130	Stump Eugene P & Mary E	219 S Walnut St
547397321313	Wachter Kevin M	136 S Poplar St
547397403178	Jones Kevin A	225 S Walnut St
547397502120	Wittman Brian T & Nancy C	235 S Walnut St
547397702856	Macungie Volunteer Fire Department	31 S Walnut St

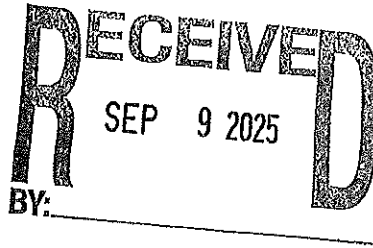
MAILING ADDRESS

137 S Church St	Macungie PA	18062-1018
231 S Church St	Macungie PA	18062-1007
225 S Church St	Macungie PA	18062-1007
211 S Church St	Macungie PA	18062-1007
217 S Church St	Macungie PA	18062-1007
205 S Church St	Macungie PA	18062-1007
209 S Church St	Macungie PA	18062-1007
167 S Church St	Macungie PA	18062-1019
159 S Church St	Macungie PA	18062-1019
159 S Church St	Macungie PA	18062-1019
151 S Church St	Macungie PA	18062-1018
147 S Church St	Macungie PA	18062-1018
143 S Church St	Macungie PA	18062-1018
149 S Church St	Macungie PA	18062-1018
133 S Church St	Macungie PA	18062-1018
132 S Lea St	Macungie PA	18062-1216
129 S Church St	Macungie PA	18062-1018
127 S Church St	Macungie PA	18062-1018
125 S Church St	Macungie PA	18062-1018
101 S Walnut St	Macungie PA	18062-1224
63 S Church St	Macungie PA	18062-1116
61 S Church St	Macungie PA	18062-1116
36 Locust St	Macungie PA	18062-1106
36 Locust St	Macungie PA	18062-1116
6724 Overlook Ct	Macungie PA	18106-9544
53 S Church St	Macungie PA	18062-1116
43 S Church St	Macungie PA	18062-1116
36 Locust St	Macungie PA	18062
680 Huffs Church Rd	Alburtis PA	18011
4700 Reservoir Hill Rd	Macungie PA	18062-9619
105 S Church St	Macungie PA	18062-1006
111 S Church St	Macungie PA	18062-1006
3996 Lorene Dr	Macungie PA	18062-9664
101 S Church St	Macungie PA	18062-1006
99 S Church St	Macungie PA	18062
97 S Church St	Macungie PA	18062-1017
85 S Church St	Macungie PA	18062-1017
93 S Church St	Macungie PA	18062-1017
91 S Church St	Macungie PA	18062-1017
79 S Church St	Macungie PA	18062-1017
4528 Reservoir Hill Rd	Macungie PA	18062-0619

69 S Church St	Macungie PA	18062-1017
38 S Lea St	Macungie PA	18062-1214
32 S Lea St	Macungie PA	18062-1214
30 S Lea St	Macungie PA	18062-1214
2940 Keystone Ave	Emmaus PA	18049
5 Lawrence St 553	Bloomfield NJ	07003-4670
106 S Lea St	Macungie PA	18062-1209
105 S Church St	Macungie PA	18062-1449
54 S Lea St	Macungie PA	18062-1214
48 S Lea St	Macungie PA	18062-1214
46 S Lea St	Macungie PA	18062-1214
44 S Lea St	Macungie PA	18062-1214
4700 Reservoir Hill Rd	Macungie PA	18062-9619
85 S Lea St	Macungie PA	18062-1222
79 S Lea St	Macungie PA	18062-1222
2313 Fox Meadow Dr	Macungie PA	18104
6272 Mountain Rd	Macungie PA	18062-9653
69 S Lea St	Macungie PA	18062-1222
65 S Lea St	Macungie PA	18062-1222
65 Lea St	Macungie PA	18062-1222
43 S Lea St	Macungie PA	18062-1206
51 S Lea St	Macungie PA	18062-1206
47 S Lea St	Macungie PA	18062-1206
26 S Church St	Macungie PA	18062-1104
102 S Walnut St	Macungie PA	18062-1211
4700 Reservoir Hill Rd	Macungie PA	18062-9619
106 S Walnut St	Macungie PA	18062-1211
101 S Walnut St	Macungie PA	18062-1224
107 S Walnut St	Macungie PA	18062-1224
PO Box 9	Old Zionsville PA	18068-0009
115 S Walnut St	Macungie PA	18062-1224
202 S Walnut St	Macungie PA	18062-1213
119 E Main St	Macungie PA	18062
201 S Walnut St	Macungie PA	18062-1212
PO Box 25500	Lehigh Valley PA	18002-5500
PO Box 125	Macungie PA	18062
216 S Walnut St	Macungie PA	18062-1213
222 S Walnut St	Macungie PA	18062-1213
960 Cosenza Ct	Easton PA	18040-8097
143 Aspen Ln	Macungie PA	18062-8797
99 S Lea St	Macungie PA	18062-1221
103 S Lea St	Macungie PA	18062-1208
101 S Lea St	Macungie PA	18062-1208
4700 Reservoir Hill Rd	Macungie PA	18062-9619

4864 Heidi Ct	Macungie PA	18052-1939
65 S Lea St	Macungie PA	18062-1222
222 S 25Th St	Macungie PA	18104-6506
113 Arch St	Macungie PA	18062-1201
213 S Walnut St	Macungie PA	18062-1212
135 S Poplar St	Macungie PA	18062-4772
219 S Walnut St	Macungie PA	18062-1212
5732 Furnace Hill Rd	Macungie PA	18092-2120
225 S Walnut St	Macungie PA	18062-1212
235 S Walnut St	Macungie PA	18062-1212
31 S Walnut St	Macungie PA	18062-1227

Camille McDonald
Macungie, PA
484-795-6334
mcdonaldc@dnb.com



September 9, 2025

Borough of Macungie
Planning Commission
Macungie, PA

Dear Members of the Planning Commission,

I am writing to express my interest in serving on the Planning Commission for the Borough of Macungie. As a resident of the Lehigh Valley area and someone who is deeply invested in the thoughtful development and long-term vitality of our community, I would be honored to contribute my time and perspective to the Commission's important work.

Professionally, I work in customer acquisition and relationship development, which has given me a strong foundation in strategic planning, communication, and stakeholder engagement. I believe these skills, combined with my passion for community growth and sustainability, would make me a valuable asset to the Commission.

I am particularly interested in helping guide responsible development that balances economic opportunity with the preservation of Macungie's unique character. I am eager to learn more about the borough's planning priorities and to collaborate with fellow members in shaping a future that reflects the needs and values of our residents.

Thank you for considering my application. I would welcome the opportunity to discuss my interest further and learn more about how I can support the Commission's efforts.

Sincerely,
Camille McDonald

CAMILLE L. McDONALD

CELL: 484-795-6334 EMAIL: CMCD747@GMAIL.COM

Proven Sales & Coaching ~ Customer Service/Satisfaction ~ Collaborative Team Leadership

Highly-accomplished, results-focused sales professional with exceptional negotiation and closing skills. Indispensable contributor to superior project performance with 10 years of demonstrated achievements seeking to utilize formidable skills in an inside sales position. Consistently achieved over 120% and higher of MTD (Month-To-Date) goal. Achieved 209% YTD for 2023, 2016 Imperial Excellence Award Winner – Consistent above Target Performance, 2023 Winner 100% Club Winners for Small Business.

CORE COMPETENCIES

Supervisory Skills / Program/Project Coordination / B2B / Sales Negotiations / Troubleshooting/Problem Solving / Account Management / Research Skills / Process Improvement / Project/Sales Support / New Business Development / Governance/Compliance Functions / SaaS / Policy/Procedure Development / Team Leadership/Training / CRM / Relationship-Building

SELECTED CAREER ACCOMPLISHMENTS

Supervisory Skills, Troubleshooting/Problem-Solving, Office Administration

- Contributed to leadership excellence through astute project/administrative management and establishment of operational policies/procedures for improved customer satisfaction.
- Exceeded all expectations & consistently achieved and exceeded sales monthly, quarterly and yearly quota minimums
- Functioned in progressively challenging positions of increasing responsibility with promotion to Sales Coach at Dun & Bradstreet after only 4 years with the company due to exemplary performance.
- Served an instrumental leadership role and exhibited wide-ranging customer service/satisfaction skills for Fortune 100 Company by working with account managers, HR staff and C-Level Officers to deliver top quality solution recommendations/client satisfaction. Trained staffs on Risk management, Consultative selling, Sales processes and Cross Sell/Upsell.
- Improved overall productivity and identified errors through performance analysis. Handled confidential information for Department of Defense.
- Commanded exceptional leadership and overall management of staff and resources to ensure delivery of highest-quality residential services at direct care facility. Fulfilled an important HR role by recruiting/training direct care staff, including creation of training manual, processing documentation and performing reviews.
- Optimized achievement of organizational goals for legal practice in the role of assistant paralegal by assisting with case investigations/preparation and office/business needs for better strategic/operational planning and organizational decision support. Maintained database of clients, attorneys and Children & Youth Services.
- Elevated organizational performance and improved operating efficiency by preparing correspondence and legal documents for timely submittal to Court of Appeals, Court Clerk and Attorney General, as well as other agencies and defendants. Managed schedules of court dates.

Customer Service/Satisfaction, Relationship-Building, Collaborative Team Leadership

- Demonstrated advanced customer service skills and served as interdepartmental liaison by developing/directing customer-focused initiatives for improved ordering, product availability and assessment of refunds/exchanges for missing/damaged items, resulting in increased operational efficiency and greater financial performance.
- Utilized outstanding communications and relationship-building abilities to establish productive interactions for effective resolution of customer complaints and to assist customers with order tracking and status updates. Processed all product and financial inquiries made by customers.
- Valued by senior management and clients as trusted advisor building productive strategic relationships, stimulating business development/growth and increasing client services/satisfaction.
- Devised and implemented highly-effective troubleshooting strategies to research/completely resolve client grievances. Educated patients on current benefits and performed all necessary follow-up.
- Coached and managed a team of 10 to 15 inbound and outbound sales representatives-new business acquisition, coach calls, training and mentorship. Provide daily support, guidance, and mentoring for team members, led daily and weekly formal and informal coaching sessions to target and address areas of opportunity and improvement for team members.

PROFESSIONAL EXPERIENCE

Dun & Bradstreet, Center Valley, PA

Credit Advisor

2016 – 2020

Account Executive / Sales Coach

2020 – Present

Milham Auto Group, Easton, PA

BDC Sales

2015 – 2016

Grace Bible Church, Dunmore, PA

Administrative Assistant

2014 – 2015

Department of Labor and Industry, Scranton, PA

UC Claims Intermittent Intake Interviewer

2013 – 2014

FORMAL EDUCATION

MARYWOOD UNIVERSITY, SCRANTON PA

Completed 12 Credits of College Study Business Administration

- *Maintained a 3.5 GPA*

BAPTIST BIBLE COLLEGE, CLARKS SUMMIT, PA

Completed 30 Credits of College Study in Undergraduate Courses

- *Maintained a 3.5 GPA, Honors each Semester*
- *Served in roles of Student Government, Teachers Assistant, Student Development Mentor and Teen Leadership Conference Counselor*
- *Honored with Presidential Scholarship Award and Good Citizenship Award from The Union League of Philadelphia*

VOLUNTEER WORK

RIDINGS AT BROOKSIDE – BOARD OF DIRECTORS

2022 - PRESENT

FAMILY PROMISE – VOLUNTEER

2019 - PRESENT

SYSTEM USER AGREEMENT

THIS SYSTEM USER AGREEMENT ("Agreement") is made effective as of the _____ day of _____, 2025 between the COUNTY OF LEHIGH, a Pennsylvania political subdivision (the "County"), through its Office of Emergency Management (the "Office"), and _____, (the "End User"). The County and the End User are together referred to herein as the "Parties", and each individually is sometimes referred to herein as a "Party".

BACKGROUND:

A. In recognition of the importance of improvements to the County's public safety communications infrastructure in and across the County, the County has allocated and expended resources to fund the design, development, acquisition, and maintenance of an enterprise County-wide public radio safety system (the "System").

B. The Parties and the residents of the County will benefit, in terms of enhanced public safety efficiency, reliability, and economy of public safety communications, from an updated, integrated, consolidated, and improved public safety radio communications system designed and intended to provide public safety radio communications to the County, the first responders who serve the residents of the County, and affiliated agencies and organizations.

C. In order to permit the End User to operate on the System, certain hardware and/or software including, but not limited to, mobile, portable, and base station radios, antennas, batteries, chargers, and audio accessories ("Radio Hardware" or "Radio Equipment") have been purchased either solely by the End User, or through a separate agreement wherein the County has financially contributed directly or through term financing toward the purchase of this Radio Equipment by the End User or another/other entity(ies).

D. Because the System is an enterprise platform that is highly engineered, and which incorporates various levels of security, the County, as the System owner, in the interest of preserving the availability of the System for its own use and the use of all End Users, maintains a considerable interest in ensuring that the System is not compromised, intentionally or unintentionally, through the use of Radio Hardware that has been modified or is in the possession of unauthorized individuals.

E. Because the Radio Hardware may have been purchased through a cooperative agreement among multiple entities, generally, but not limited to, supporting municipalities, the County has committed to make a good faith effort to protect the investment of these entities by ensuring, to the degree practical, that the End Users in possession of the Radio Hardware do not sell, transfer, or otherwise dispose of the Radio Hardware in a way that is not agreeable to all contributing entities.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Grant of License. Subject to and on the terms and conditions set forth herein, the County grants to the End User, a non-exclusive, non-transferable right and license to use the Radio

Equipment only for purposes related to public safety radio communications in furtherance of the End User's public safety activities serving the residents of the County.

2. No Warranties. The End User acknowledges and agrees that the County has no obligation to the End User with respect to any warranty of any kind or nature whatsoever, and that the End User shall look solely and exclusively to the manufacturer, vendor, seller, or distributor for any warranty of or with respect to the Radio Equipment.

3. End User's Covenants and Obligations. As a condition and term of the right and license granted to the End User pursuant to this Agreement, the End User covenants and agrees with the County as follows:

- a. To perform all obligations and observe all regulations and procedures promulgated by the County and/or the Office from time to time pertaining to and governing the use of the Radio Equipment and the End User's participation in the System (collectively, the "Regulations"), a current copy of which is attached hereto as Exhibit "A", and that are incorporated in this Agreement by this reference as if set forth herein in their entirety, and which Regulations may be modified, amended, or restated by the County and/or the Office from time to time after the execution of this Agreement.
- b. Except when expressly authorized in writing by the County, to maintain the Radio Equipment in service on the System at all times.
- c. Except when expressly authorized in writing by the County or the Office, to not modify the Radio Equipment codeplug or any other programming of any radio used on the System.
- d. Except when expressly authorized in writing by the County or the Office, to not modify any physical characteristic of the Radio Equipment installation, including, but not limited to, the use of gain or low-profile antennas or other performance changing attributes.
- e. To deliver exclusively to the County or the Office, any and all of the Radio Equipment that is deactivated or disposed of by the End User for disposal, return to the End User, or re-deployment by the County or the Office, with the choice of disposal, return, or re-deployment at the County's sole discretion, except that equipment that is to be re-deployed will be re-deployed in consultation with the entity(ies) that provided the funding for the equipment originally.
 - i. Except that, Radio Equipment purchased solely by the End User without contribution from the County or any other entity may be sold or disposed of without returning it to the County if the End User disposing of the equipment provides the County with a written certification from the authorized radio service vendor as is

designated by the County, a statement that the Radio Equipment has been restored to a default condition, and that no System information or any other programming that could compromise the security of the System remains on the Radio Equipment. Such certification must include the serial number(s) of the Radio Equipment being sold or disposed of.

- f. Not to transfer, convey, sell, trade, exchange, or otherwise dispose of the Radio Equipment or any component thereof without the prior written consent of the County or the Office.

4. Default. The End User shall be in default of this Agreement if the End User or any of its agents shall fail to observe or perform any covenant or agreement required to be observed or performed by the End User under this Agreement or the Regulations (each such event, an "Event of Default").

5. Rights and Remedies. In addition to all other rights and remedies available to the County under this Agreement, at law or in equity, as a result of the occurrence of an Event of Default, the County shall have the right to terminate this Agreement immediately and to unilaterally deactivate the Radio Equipment and terminate the End User's participation in the System without notice to the End User, and the right to obtain immediate injunctive relief against the End User.

6. Transfer, Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors, trustees, and assigns of the Parties. Notwithstanding the foregoing, the End User may not assign, pledge, or otherwise transfer this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the County.

7. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be sent by First Class mail, postage prepaid, to the appropriate addresses set forth below:

If to End User:

With a Copy to:

If to County:

County of Lehigh
Director of General Services
17 South 7th Street, Room 436
Allentown, PA 18101

With a Copy to:

County of Lehigh
Department of Law
17 South 7th Street, Room 440
Allentown, PA 18101

8. Amendments and Waivers. No modification or waiver of any provision of this Agreement nor any consent or departure from the terms and provisions of this Agreement shall be effective unless in writing and signed by the County and the End User.

9. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original but all of which together shall constitute only one Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties, by their duly authorized officers, have executed this System User Agreement as of the date first above written.

"END USER"

By (sign): _____

Name (print): _____

Title: _____

Date: _____

COUNTY OF LEHIGH

By: _____

Phillips M. Armstrong
County Executive

Date: _____

EXHIBIT "A"

REGULATIONS

1. End User shall comply with the County's inventory control/asset management verification procedures and protocols including, without limitation, by providing the County with periodic inventory reports and information as to lost, stolen, or deactivated devices, etc. using the mechanism set forth by the County. All inventory reports shall be submitted to the County electronically via email at RadioSystem@lehighcounty.org.
2. End User shall ensure that any personnel using the Radio Equipment has received all periodic training, certification, or re-certification required by the County or the Office for employees or personnel of the End User as a condition to use of the Radio Equipment or participation in the System including, without limitation, training in the appropriate or required call protocol (FCC, County, and otherwise), as such requirements may be specified or modified by the County or the Office from time to time.
3. End User shall at all times adhere to the standard operating procedures ("SOPs") for the System as established by the County and/or the Office and made available to the End User electronically, as such SOPs may be revised from time to time.

SYSTEM USER AGREEMENT

THIS SYSTEM USER AGREEMENT ("Agreement") is made effective as of the ____ day of _____, 2025 between the COUNTY OF LEHIGH, a Pennsylvania political subdivision (the "County"), through its Office of Emergency Management (the "Office"), and _____, (the "End User"). The County and the End User are together referred to herein as the "Parties", and each individually is sometimes referred to herein as a "Party".

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D. Because the System is an enterprise platform that is highly engineered, and which incorporates various levels of security, the County, as the System owner, in the interest of preserving the availability of the System for its own use and the use of all End Users, maintains a considerable interest in ensuring that the System is not compromised, intentionally or unintentionally, through the use of Radio Hardware that has been modified or is in the possession of unauthorized individuals.

E. Because the Radio Hardware may have been purchased through a cooperative agreement among multiple entities, generally, but not limited to, supporting municipalities, the County has committed to make a good faith effort to protect the investment of these entities by ensuring, to the degree practical, that the End Users in possession of the Radio Hardware do not sell, transfer, or otherwise dispose of the Radio Hardware in a way that is not agreeable to all contributing entities.

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- b. Except when expressly authorized in writing by the County, to maintain the Radio Equipment in service on the System at all times.
- c. Except when expressly authorized in writing by the County or the Office, to not modify the Radio Equipment codeplug or any other programming of any radio used on the System.
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By (sign): _____

Name (print): _____

Title: _____

Date: _____

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By: _____

Phillips M. Armstrong
County Executive

Date: _____

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