



Macungie Borough Council General Business Meeting Agenda

Monday, April 20, 2026

7:30 p.m.

Macungie Institute

- I. **Call to Order – Pledge of Allegiance**
- II. **Announcement of Executive Sessions**
- III. **Public Comment on Non-Agenda Items**
- IV. **Approval of Minutes**
 - A. April 6, 2026
- V. **Financial Reports**
 - A. Treasurer's Report
 - B. Approval of Paid Bills Detail Report in the Amount of \$175,105.13
- VI. **Correspondence**
 - A. PSAB-MRT Monthly Report of Municipal Net Assets
 - B. Letter of Interest from Bob Bogert on Zoning Hearing Board Appointment
- VII. **Reports**
 - A. Macungie Institute Quarterly Report
 - B. Police Department Monthly Report for March
 - C. Council
 - D. Mayor
 - E. Solicitor
 - F. Borough Manager
- VIII. **Unfinished Business**
 - A. Authorizing Execution of Lease Agreement with Macungie Historical Society
 - B. Authorizing Execution of Lease Agreement with Boy Scout Troop #71
- IX. **New Business**
 - A. Authorizing Hire of a Part-Time Summer Employee
 - B. Appointing Bob Bogert to the Zoning Hearing Board
 - C. Approval of Brookside Country Club Fireworks Display Permit
 - D. Authorizing Repair of Paver
- X. **Adjournment**

MACUNGIE BOROUGH COUNCIL
MEETING MINUTES
General Business Meeting
Monday, April 6, 2026 - 7:30 P.M.

I. Call to Order – Pledge of Allegiance

The Macungie Borough Council meeting was called to order on March 2, 2026 at 7:35 p.m. at the Macungie Institute, 510 E. Main Street, Macungie, PA 18062. In attendance were Carl Sell, Jr., President; Ronald Karboski, Vice President; Greg Hutchison, Member; Megan Sell, Member; Greg Reinbold, Member; Lynette Sell, Member; Stan Landis, Member; Bob Sell, Jr., Mayor; Patrick Armstrong, Esq., Solicitor; Matthew Rieger, Engineer; and Kalman Sostarecz, Jr., Borough Manager.

President Sell opened the meeting and asked all present to join him in reciting the Pledge of Allegiance to the Flag of the United States of America.

II. Announcement of Executive Sessions

Mr. Sostarecz announced that an executive session was held on Monday, April 6, 2026 at 6:00 p.m. regarding personnel and legal matters.

III. Presentations

A. Macungie Ambulance 2025 Report – Christopher Greb

Mr. Greb outlined the Macungie Ambulance Corps 2025 report and thanked the Council for their ongoing support of their organization. Mr. Landis asked about the large number of people trained in 2020; Mr. Greb stated that they train a large number of students in the schools and he believes that is the main cause. Mr. Hutchison asked what the breakdown of the Ambulance Corps employee certifications are; Mr. Greb stated they have approximately six nurses who achieved additional training and function like a paramedic on an ambulance, twelve paramedics, and twenty EMT's, including two full-time Advanced EMT's and one part-time Advanced EMT.

IV. Engineer's Report

Mr. Rieger outlined the Engineer's Report for March. President Sell asked what phase the walking path is in for Fields at Brookside as well as the status of the South Walnut Street development; Mr. Rieger stated he would follow-up with information. Solicitor Armstrong stated that the South Walnut Street agreements have been drafted and waiting to be signed, and that financial security still needs to be posted prior to the plan being recorded. Resident Brian Wittman stated that he is a neighbor of the South Walnut Street development and that he noticed flags in the stream and asked what they were for – Mr. Rieger stated he would look into it. Resident Karen Billger asked about the status of the Hickory Street Bridge project – Mr. Rieger stated they are awaiting on an approval from PennDOT as well as easements to be executed. Vice President Karboski stated that regarding Fields at Brookside there are a number of punch list items that still need completion beside the walking trail and he requested Solicitor Armstrong to review them with the engineer. Business owner Tim Romig asked if a stream is permitted to be used as part of the setback; Mr. Rieger stated he would research it. Mr. Romig also mentioned the easement on the MVFD property for the bridge project; Solicitor Armstrong stated he would be contacting him regarding it. Finally, Mr. Romig asked about the status of the Mavis Tire sidewalks and their CO issuance; Mr. Rieger stated he would research it.

V. Public Comment on Non-Agenda Items

Diane Angermeier helps organize the volunteers for Macungie Memorial Park and is asking for help from anyone to volunteer. They should be thirteen years or older and should contact the park or her to register.

VI. Approval of Minutes

A. March 16, 2026

Mayor Sell stated that he requested the minutes to reflect that Officer Santiago was also recognized in Section III.C. Resident Terry Buss commented on Vice President Karboski's absence at the previous meeting.

Mr. Landis made a motion to approve the minutes, seconded by Mr. Hutchison. Motion passed 6-0 (Karboski – Abstain)

VII. Financial Reports

A. Approval of Paid Bills Detail Report in the Amount of \$119,727.28

Mr. Romig asked what the amount for Campbell Durrant is for and what the time period it covers. Solicitor Armstrong stated that it is for a law firm; Mr. Sostarecz stated that it is monthly billing. Ms. Billger asked about the amount listed for cleaning; Mr. Sostarecz stated it is for cleaning of all Borough facilities. Mr. Landis asked about some of the PPL bills; Mr. Sostarecz stated that a number of them are for street lights.

Vice President Karboski made a motion to pay the bills in the amount of \$119,727.28, seconded by Mr. Hutchison. Motion passed unanimously.

VIII. Correspondence

A. PSAB-MRT Monthly Report of Municipal Net Assets

B. Macungie Ambulance March 2026 Report

C. Letter from Ronald Karboski on Macungie Historical Society Lease Rate

IX. Reports

A. Council

None

B. Mayor

Mayor Sell stated that he had postcards made which will be going out in the mail to all addresses in the Borough with contact information for a newsletter.

C. Solicitor

None

D. Borough Manager

Mr. Sostarecz announced that the street sweeping will be occurring April 21 – 23 and that the roadways will be posted as to which sides are being swept on certain days; additionally, that the Borough received a \$407,000 reimbursement from the state for the South Buttonwood water main replacement; and finally that the region's Act 537 plan has received approval from DEP after several years of development.

Mr. Romig commented on the status of Right to Know requests that he's submitted to the Borough as well as documentation that he has submitted for distribution to the Council.

X. Unfinished Business

None

XI. New Business

A. Authorizing Hire of a Part-Time Police Officer

Resident Janet Sell asked if the officer will come to a Council meeting to be introduced; Mr. Hutchison stated that he would.

Ms. Megan Sell made a motion to authorize the hiring of Dean Lukens to the position of Part-Time Officer, seconded by Mr. Landis. Motion passed unanimously.

B. Authorizing Compensation to Police Officers for Unallocated Personal Time

Mr. Sostarecz stated that in an audit of the allotted paid time off it was discovered that an amount of personal time was not provided to the police officers from 2019 – 2025. The officers have agreed to accept financial compensation in an amount equal to the time they should have received at the hourly rate for the year in which it would have been allotted. The police association will execute an MOU agreeing to this.

Vice President Karboski made a motion to authorize the compensation of police officers for unallocated personal time in the amount of 9,731.46, seconded by Mr. Hutchison. Motion passed unanimously.

C. Authorizing Borough Manager to Solicit Proposals for Police Consultation Services

Mr. Sostarecz stated that there are organizations and individuals which provide consultation services for police departments. They can analyze every aspect of the police department including call volume, staffing, vehicles, and services provided. He is asking for approval to solicit proposals from such firms to bring back to Council at a future meeting for discussion and potential approval. Mayor Sell asked if something similar would be completed for the other departments; Mr. Sostarecz stated that there is potential for that in the future. Resident Bob Bogert asked why the police department is chosen first; Mr. Sostarecz stated that because of the importance of police as emergency services.

Mr. Hutchison made a motion to authorize the Borough Manager to solicit proposals for police consultation services, seconded by President Sell. Motion passed unanimously.

D. Authorizing Agreement with Lantek IT for Managed Services

Mr. Sostarecz stated the Borough has been under a contract with Lantek IT for services for approximately four years, but it is an a la carte type of agreement in which we pay a quarterly fee, which provides minimal services, and that all calls for services are charged by the hour. Over the past two years the total amount paid to Lantek was \$26,395 which averages out to \$1,100 per month. More typical of a government agency is to have a Managed Services Agreement which is much more proactive and all calls for services are included in a monthly fee. Lantek has provided a quote for such an agreement for a monthly fee of \$1,065, which would save the Borough money and provide us with significantly better service. Resident Tom Ashelman asked if we are required to bid this out; Solicitor Armstrong stated that this is below the bid limit, and it is considered a professional service which is not required to be bid.

Vice President Karboski made a motion to authorize the execution of an agreement with Lantek IT for Managed Services at a cost of \$1,065 per month, seconded by Mr. Hutchison. Motion passed unanimously.

E. Discussion on Lease Agreement with Macungie Historical Society

Mr. Sostarecz stated that there is a lease agreement with the Macungie Historical Society to utilize a portion of the Macungie Institute and it expires at the end of the month. The agreement is on the agenda for Council to discuss any desired changes to the draft agreement which will be brought back to the Council at their next meeting for their action. Vice President Karboski read a letter he submitted recommending that the annual lease charge be reduced to \$1.00 per year. Mr. Landis stated that the Historical Society is not open often and it would be nice if they did have more office hours; he recognizes that it is difficult to get volunteers. Mr. Hutchison stated that there has been comment from time to time that the Borough should not own the Institute, but he believes it is a great asset and crown jewel of the Borough. Resident Bernie Reinert asked if that has been mentioned recently; Mr. Hutchison said no.

Vice President Karboski made a motion to reduce the Macungie Historical Society's lease amount to \$1.00 per year, seconded by Mr. Hutchison. Motion passed unanimously.

F. Discussion on Lease Agreement with Boy Scout Troop #71

Mr. Sostarecz stated that similar to the previous agenda item, the Boy Scout lease is also up for renewal at the end of the month and Council should provide guidance on the draft of the renewal agreement. Mr. Hutchison recommended that the Boy Scouts lease also be reduced to \$1.00 because they provide a valuable service to the community. Mr. Ashelman stated that if you provide a lease of \$1.00 per year to one group, it may open up the door for future groups to also be entitled to the same rate. Chip Wachob and Matt Wieder from the Boy Scout Troop stated they are thankful for the reduction in the lease rate and they are excited to grow the troop and improve their space.

Mr. Hutchison made a motion to reduce the Boy Scout's lease amount to \$1.00 per year, seconded by Vice President Karboski. Motion passed unanimously.

XII. Adjournment

Vice President Karboski made a motion to adjourn the meeting at 8:58 p.m., seconded by Mr. Landis. Motion passed unanimously.

Respectfully Submitted,

Kalman A. Sostarecz, Jr.
Borough Secretary

**Borough of Macungie - General Fund
Profit & Loss Budget vs. Actual
January through March 2026**

8:10 PM
04/15/26
Cash Basis

	Jan - Mar 26	Budget	\$ Over Budget
Income			
301 - REAL PROPERTY TAXES			
301.100 - Real Estate Taxes—Current Year	9,378.70	1,145,327.00	-1,135,948.30
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	14,523.75		
301.600 - Real Estate Taxes—Interim	0.00	1,000.00	-1,000.00
Total 301 - REAL PROPERTY TAXES	23,902.45	1,170,327.00	-1,146,424.55
310 - LOCAL TAX-(Act 511)			
310.010 - Per Capita Taxes—Current Year	247.60	15,000.00	-14,752.40
310.020 - Per Capita Taxes - Prior Years	0.00	164.00	-164.00
310.030 - Per Capita Taxes—Delinquent	1,700.56	7,500.00	-5,799.44
310.100 - Real Estate Transfer Tax	30,931.65	184,630.00	-153,698.35
310.210 - Earned Income Tax—Current Year	168,456.73	610,000.00	-441,543.27
310.500 - Local Services Tax	9,527.40	45,000.00	-35,472.60
Total 310 - LOCAL TAX-(Act 511)	210,863.94	862,294.00	-651,430.06
320-322 - LICENSES & PERMITS			
320.100 - Yard Sale Permit	6.00		
320.200 - Fireworks Permit	792.00		
321.450 - Residential Rental License	70.00	300.00	-230.00
321.800 - Cable Television Franchise	7,784.15	40,000.00	-32,215.85
322.100 - Moving Permit	162.00		
322.400 - Zoning Permit	430.00	3,000.00	-2,570.00
320-322 - LICENSES & PERMITS - Other	92.50	2,000.00	-1,907.50
Total 320-322 - LICENSES & PERMITS	9,336.65	45,300.00	-35,963.35
331 - FINES			
331.100 - Court-District Magistrate	386.65	1,300.00	-913.35
331.130 - State Police Fines	0.00	600.00	-600.00
331.140 - Parking Violation Fines	60.00	850.00	-790.00
331.210 - Lehigh County Fines	142.59	1,750.00	-1,607.41
Total 331 - FINES	589.24	4,500.00	-3,910.76
341 - INTEREST			
341.02 - GF Recreation Interest	52.30		
341.040 - Post Med. Benefits Interest	1,406.91		
341.060 - Contingency Interest	1,980.93		
341.070 - MI Tree of Life Interest	32.32		
341.90 - GF Depository Interest	2.14		
341 - INTEREST - Other	0.00	80,000.00	-80,000.00
Total 341 - INTEREST	3,474.60	80,000.00	-76,525.40
342 - RENTS, ROYALTIES & DONATIONS			
342.200 - 24 S Church Street	1,350.00		
342.210 - Macungie Institute	7,310.26		
342.220 - Contributions & Donations - MI	75.00		
342 - RENTS, ROYALTIES & DONATIONS - Other	0.00	30,000.00	-30,000.00
Total 342 - RENTS, ROYALTIES & DONATIONS	8,735.26	30,000.00	-21,264.74
354 - State Capital & Operating			
354.030 - Winter Maintenance	0.00	1,267.00	-1,267.00
354.150 - Recycling/Act 101 Grant	17,424.11	8,000.00	9,424.11
Total 354 - State Capital & Operating	17,424.11	9,267.00	8,157.11
355 - STATE SHARED REVENUE			
355.010 - Public Utility Realty Tax-PURTA	0.00	1,750.00	-1,750.00
355.040 - Alcoholic Beverage License	0.00	1,100.00	-1,100.00

**Borough of Macungie - General Fund
Profit & Loss Budget vs. Actual
January through March 2026**

8:10 PM
04/15/26

Cash Basis

	Jan - Mar 26	Budget	\$ Over Budget
355.050 - General Municipal Pension-Aid (State Aid)	0.00	88,876.00	-88,876.00
355.099 - Firemen's Relief Funding	0.00	21,863.00	-21,863.00
Total 355 - STATE SHARED REVENUE	0.00	113,589.00	-113,589.00
359.000 - Payment in Lieu of Taxes	0.00	11,500.00	-11,500.00
360-361 - CHARGES FOR SERVICE			
361.300 - Subdivision & Land Dev. App	600.00	1,500.00	-900.00
361.750 - Fingerprinting	50.00	200.00	-150.00
361.90 - 15% Admin Fee - Refuse	2,245.60		
Total 360-361 - CHARGES FOR SERVICE	2,895.60	1,700.00	1,195.60
362 - PUBLIC SAFETY			
362.110 - Police Reports	495.00	750.00	-255.00
362.405 - Rental Inspection	0.00	2,000.00	-2,000.00
362.410 - Building Permit	6,349.00	5,000.00	1,349.00
362.420 - Electrical Permit	401.50	1,250.00	-848.50
362.430 - Plumbing Permit	383.00	1,250.00	-867.00
362.450 - Occupancy/Use Permit	0.00	200.00	-200.00
362.470 - Mechanical/HVAC Permit	189.00	1,750.00	-1,561.00
Total 362 - PUBLIC SAFETY	7,817.50	12,200.00	-4,382.50
364 - SANITATION			
364.300 - Solid Waste Collection	0.00	720,088.00	-720,088.00
364.900 - Yard Waste Passes	0.00	1,250.00	-1,250.00
Total 364 - SANITATION	0.00	721,318.00	-721,318.00
365.050 - Sale of Maps and Publications	105.00	50.00	55.00
365.600 - Health Ins./Co-pay Dividend	0.00	35,784.00	-35,784.00
380.100 - MISC REVENUE			
389.11 - Late Fee on Utilities	0.00		
390.00 - Hometown Hero	1,600.00	25,000.00	-25,000.00
380.100 - MISC REVENUE - Other	0.00		
Total 380,100 - MISC REVENUE	1,600.00	25,000.00	-25,000.00
Total Income	286,744.35	3,122,829.00	-2,836,084.65
Gross Profit	286,744.35	3,122,829.00	-2,836,084.65
Expense			
400 - COUNCIL & MAYOR			
400.105 - Salaries & Wages	0.00	8,700.00	-8,700.00
Total 400 - COUNCIL & MAYOR	0.00	8,700.00	-8,700.00
401 - BOROUGH MANAGER			
401.110 - Borough Manager Wages	9,114.15	45,938.00	-36,823.85
401.353 - Surety and Fidelity (Bonding)	-95.66		
Total 401 - BOROUGH MANAGER	9,018.49	45,938.00	-36,919.51
402 - AUDITING & BOOKKEEPING			
402.311 - AUDITOR SERVICES	5,000.00	13,044.00	-8,044.00
402.312 - BOOKKEEPING	3,372.50	20,000.00	-16,627.50
Total 402 - AUDITING & BOOKKEEPING	8,372.50	33,044.00	-24,671.50
403 - TAX COLLECTION			
403.116 - Tax Collector- Wages/Commission	0.00	4,376.00	-4,376.00
403.211 - Operating Expenses	0.00	7,600.00	-7,600.00
403.317 - EIT Collection Fees	0.00	6,186.00	-6,186.00
403.353 - Surety & Fidelity (Bonding)	0.00	160.00	-160.00
403.450 - Tax Collectors Audit	9,505.00	3,630.00	5,875.00

**Borough of Macungie - General Fund
Profit & Loss Budget vs. Actual
January through March 2026**

8:10 PM
04/15/26
Cash Basis

	Jan - Mar 26	Budget	\$ Over Budget
Total 403 - TAX COLLECTION	9,505.00	21,932.00	-12,427.00
404 - LEGAL SERVICES			
404.310 - Solicitor-Legal Services			
404.320 - Reimbursable Expenses	648.00		
404.321 - BT Stonehill Meadows	72.00		
404.322 - Young Development			
Total 404.320 - Reimbursable Expenses	720.00		
404.310 - Solicitor-Legal Services - Other	57,777.21	75,000.00	-17,222.79
Total 404.310 - Solicitor-Legal Services	58,497.21	75,000.00	-16,502.79
Total 404 - LEGAL SERVICES	58,497.21	75,000.00	-16,502.79
405 - SECRETARY/CLERK/TREASURER			
405.112 - Administrative Assistant-Wages	1,000.00	17,472.00	-16,472.00
405.113 - Clerk/Assistant Treasurer-Wages	0.00	14,907.00	-14,907.00
Total 405 - SECRETARY/CLERK/TREASURER	1,000.00	32,379.00	-31,379.00
406 - GENERAL GOV. ADMINISTRATION			
406.154 - Short Term/Long Term Disability	244.45	1,100.00	-855.55
406.156 - Medical/Dental/Vision	5,751.58	93,932.00	-88,180.42
406.162 - UC - General	100.00		
406.192 - FICA - Employer Paid	4,810.95	23,712.00	-18,901.05
406.193 - Medicare - Employer Paid	1,125.17		
406.194 - Unemployment - Employer Paid	108.43	1,045.00	-936.57
406.196 - Health Reimbursement Account	0.00	2,000.00	-2,000.00
406.197 - Pension - Defined Contributions	710.07	907.00	-196.93
406.198 - PCOR Fee	0.00	35.00	-35.00
406.199 - Life Ins. & AD&D	82.73	500.00	-417.27
406.210 - Office Supplies	694.61	3,500.00	-2,805.39
406.212 - Bank Service Charges	95.96		
406.213 - Minor Office Equip Purch & IT	1,397.72	6,800.00	-5,402.28
406.215 - Postage	353.98	3,000.00	-2,646.02
406.249 - Petty Cash	0.00	50.00	-50.00
406.310 - Professional Svcs - Payroll Svc	687.55		
406.321 - Telephone	109.12	700.00	-590.88
406.331 - Mileage Reimbursement	0.00	250.00	-250.00
406.341 - Advertising	285.12	5,000.00	-4,714.88
406.342 - Printing Services	198.34	825.00	-626.66
406.351 - Commercial Insurance	11,096.18	8,861.00	2,235.18
406.353 - Bonding - General	0.00	300.00	-300.00
406.354 - Workers Compensation Insurance	1,164.12	5,719.00	-4,554.88
406.375 - Office Maintenance & Repairs	0.00	1,250.00	-1,250.00
406.420 - Dues, Subscriptions, & Membersh	583.38	1,500.00	-916.62
406.450 - Contracted Services	3,634.24	35,633.00	-31,998.76
406.460 - Meetings/Conferences/Cont. Edu.	75.00	1,000.00	-925.00
406.460 - Miscellaneous	0.00	1,800.00	-1,800.00
406.530 - Yard Waste Passes (Yard Waste Passes for Lower Macungie Township & Emmaus)	0.00	1,000.00	-1,000.00
Total 406 - GENERAL GOV. ADMINISTRATION	33,288.70	200,419.00	-167,130.30
408 - ENGINEERING SERVICES			
408.310 - Reimbursable Engineering			
408.311 - BT Stonehill Meadows	9,704.25		
408.312 - Young Development	5,236.75		
Total 408.310 - Reimbursable Engineering	14,941.00		
408.313 - Engineering-General Services	8,048.25	65,000.00	-56,951.75
408.314 - Sonoma Way Sinkhole	244.00		
408.315 - Engineering - MS4 Annual Report	2,160.75		

**Borough of Macungie - General Fund
Profit & Loss Budget vs. Actual
January through March 2026**

8:10 PM
04/15/26
Cash Basis

	Jan - Mar 26	Budget	\$ Over Budget
408.450 - BCO Fees	17,151.92		
Total 408 - ENGINEERING SERVICES	42,545.92	65,000.00	-22,454.08
409 - General Government Buildings			
409.229 - Hospitality (M&E)	0.00	500.00	-500.00
409.230 - Heating	1,104.65	7,750.00	-6,645.35
409.236 - Building Supplies	25.40	2,000.00	-1,974.60
409.260 - Small Tools & Minor Equipment	0.00	100.00	-100.00
409.361 - Electricity	3,159.80	4,750.00	-1,590.20
409.373 - Building Repairs/Maintenance	182.79	20,115.00	-19,932.21
409.430 - Real Estate Tax- S Church	162.99	1,250.00	-1,087.01
409.450 - Contracted Services	0.00	35,519.00	-35,519.00
409.451 - Janitorial Services	847.50	10,920.00	-10,072.50
Total 409 - General Government Buildings	5,483.13	82,904.00	-77,420.87
410 - POLICE DEPT.			
410.110 - Sgt. Wages	21,234.30	94,019.00	-72,784.70
410.112 - Corporal- Wages	20,112.00	89,984.00	-69,872.00
410.115 - Part-Time- Wages	4,755.52	42,000.00	-37,244.48
410.117 - Patrol Officer's Wages	72,582.24	289,368.00	-216,785.76
410.120 - 30-Hr. Officer- Wages	0.00	45,838.00	-45,838.00
410.162 - Police UC	187.04		
410.179 - Longevity Pay	0.00	7,428.00	-7,428.00
410.180 - Overtime	13,645.04	42,000.00	-28,354.96
410.184 - Sick Pay Buy-Back	0.00	420.00	-420.00
410.187 - Health Reimbursement Acct-HRA	0.00	750.00	-750.00
410.188 - Shift Differential	0.00	8,400.00	-8,400.00
410.190 - PCOR Fees - Police	0.00	35.00	-35.00
410.192 - FICA - Employer Paid	0.00	47,913.00	-47,913.00
410.194 - Unemployment Compensation - Emp (Unemployment Compensation - Employer P...	0.00	3,135.00	-3,135.00
410.196 - Medical/Dental/Vision	40,323.01	186,739.00	-146,415.99
410.197 - Pension - Defined Benefit	0.00	149,031.00	-149,031.00
410.198 - Short Term/ Long Term Disabilit (Short-Term/ Long-Term Disability)	743.45	3,350.00	-2,606.55
410.199 - Life Ins. & AD&D	302.40	1,500.00	-1,197.60
410.210 - Office Supplies	13.76	600.00	-586.24
410.213 - Minor Equipment	1,278.00	1,500.00	-222.00
410.215 - Postage	0.00	800.00	-800.00
410.230 - Heating	547.26	1,200.00	-652.74
410.231 - Vehicle Fuel	2,205.48	16,000.00	-13,794.52
410.236 - Building Supplies	40.05	750.00	-709.95
410.238 - Clothing and Uniforms	680.09	9,000.00	-8,319.91
410.239 - Gross Wage - Uniform Allowance	3,000.00		
410.242 - Ammunition	0.00	2,500.00	-2,500.00
410.250 - Maintenance and Repairs Parts	1,779.96	7,100.00	-5,320.04
410.260 - Major Equipment	0.00	13,000.00	-13,000.00
410.314 - Legal Expenses - Police	19,394.00		
410.321 - Telephone	729.06	2,400.00	-1,670.94
410.351 - Commercial Insurance	9,670.70	9,969.00	-298.30
410.354 - Workers' Compensation Insurance	5,259.89	22,147.00	-16,887.11
410.361 - Electricity	588.80	1,700.00	-1,131.20
410.373 - Building Repairs/Maintenance	327.37	4,425.00	-4,097.63
410.374 - Vehicle Maintenance	0.00	2,520.00	-2,520.00
410.420 - Dues, Subscriptions and Members	0.00	400.00	-400.00
410.450 - Contracted Services	513.55	27,340.00	-26,826.45
410.451 - Janitorial Services	817.50	3,640.00	-2,822.50
410.454 - Civil Service Commission	0.00	500.00	-500.00
410.460 - Meetings/Conferences/Cont. Edu.	275.00		
410.461 - Civil Service Commission Exp	1,728.50	1,500.00	228.50
410.480 - Miscellaneous Expenses	0.00	25,000.00	-25,000.00
410.500 - Transfer-Post Retirement Med.			

**Borough of Macungie - General Fund
Profit & Loss Budget vs. Actual
January through March 2026**

8:10 PM
04/16/26
Cash Basis

	Jan - Mar 26	Budget	\$ Over Budget
Total 410 · POLICE DEPT.	222,713.97	1,166,801.00	-944,087.03
411 · FIRE DEPT.			
411.540 · Annual Allocation	0.00	90,000.00	-90,000.00
411.541 · Fire Relief Distribution	0.00	21,863.00	-21,863.00
Total 411 · FIRE DEPT.	0.00	111,863.00	-111,863.00
412 · AMBULANCE/RESCUE			
412.540 · Annual Allocation	0.00	1,600.00	-1,600.00
Total 412 · AMBULANCE/RESCUE	0.00	1,600.00	-1,600.00
413 · CODE ENFORCEMENT			
413.115 · Wages – Part-Time	0.00	37,440.00	-37,440.00
413.450 · Contracted Services	3,275.51		
Total 413 · CODE ENFORCEMENT	3,275.51	37,440.00	-34,164.49
414 · PLANNING & ZONING			
314 · Zoning - Legal	396.00	5,000.00	-4,604.00
414.115 · Wages-Part Time	0.00	61,956.00	-61,956.00
414.120 · Zoning Hearing Board -Wages	0.00	675.00	-675.00
414.450 · Contracted Services	2,350.00	3,300.00	-950.00
414.450 · Zoning Services	3,283.38		
Total 414 · PLANNING & ZONING	6,029.38	70,931.00	-64,901.62
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
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
427 · SOLID WASTE COLLECTION & DISPOS			
427.342 · Solid Waste Printing	0.00	200.00	-200.00
427.450 · Solid Waste/Recycling Contract	0.00	626,146.00	-626,146.00
Total 427 · SOLID WASTE COLLECTION & DISPOS	0.00	626,346.00	-626,346.00
430-439 · PW-HIGHWAYS, ROADS, & STREETS			
430.110 · Public Works Supervisor-Wages	5,125.24	25,431.00	-20,305.76
430.112 · Public Works Full-Time-Wages	11,714.36	78,340.00	-66,625.64
430.117 · Seasonal Employee-Wages	0.00	3,400.00	-3,400.00
430.180 · Overtime	5,254.18	2,500.00	2,754.18
430.182 · Bonus	0.00		
430.183 · Comp	0.00		
430.184 · Sick Pay Buy-Back	157.50		
430.187 · Health Reimbursement Acct-HRA	50.01		
430.197 · Pension – Defined Benefit	0.00	10,560.00	-10,560.00
430.220 · Operating Supplies	282.76	3,667.00	-3,384.24
430.230 · Fuel Oil-Garage	616.60		
430.231 · Vehicle Fuel	1,180.72	4,916.00	-3,735.28
430.238 · Uniforms	526.56	2,200.00	-1,673.44
430.250 · Vehicle Maintenance	2,302.96	10,043.00	-7,740.04
430.260 · Small Tools & Minor Equipment	354.11	7,400.00	-7,045.89
430.317 · CDL Testing	141.00	400.00	-259.00
430.374 · Machinery & Equipment Repairs	2,980.00	3,513.00	-533.00
430.384 · Machinery & Equipment Rental	1,621.97	2,000.00	-378.03
431.450 · Street Sweeping Services	0.00	15,400.00	-15,400.00
432.000 · Winter Maintenance - Snow Remov	5,379.09	3,667.00	1,712.09
433.220 · Signs & Markings	1,035.31	14,000.00	-12,964.69
433.450 · Crosswalk Painting-Contracted	0.00		

**Borough of Macungie - General Fund
Profit & Loss Budget vs. Actual
January through March 2026**

8:10 PM
04/16/26
Cash Basis

	Jan - Mar 26	Budget	\$ Over Budget
433.464 · Traffic Control-Contracted	1,373.52	4,167.00	-2,793.48
434.361 · Holiday Lights	47.75	300.00	-252.25
436.236 · Storm Sewer Maintenance/Repairs	0.00	3,000.00	-3,000.00
438.245 · Street Patching Materials	0.00	3,667.00	-3,667.00
439.600 · Street Resurfacing & Overlay	0.00	240,000.00	-240,000.00
Total 430-439 · PW-HIGHWAYS, ROADS, & STREETS	40,147.64	438,571.00	-398,423.36
450 · CULTURE & RECREATION			
453.240 · Special Event Decorations	0.00	4,000.00	-4,000.00
454.250 · Parks Maintenance	0.00	16,875.00	-16,875.00
454.361 · Flower Park- Electricity	157.38	500.00	-342.62
456.520 · Library Contract	6,138.50	24,554.00	-18,415.50
457.540 · Halloween Parade	1,500.00	1,500.00	0.00
457.541 · Flower Park Contribution	0.00	3,679.00	-3,679.00
457.542 · Macungie Holiday Contribution	1,500.00	1,600.00	-100.00
457.543 · National Night Out	0.00	2,000.00	-2,000.00
Total 450 · CULTURE & RECREATION	9,295.88	54,708.00	-45,412.12
459 · MACUNGIE INSTITUTE			
459.110 · Payroll - MI Coordinator	6,438.50	24,960.00	-18,521.50
459.230 · Heating	2,367.30		
459.236 · Building Supplies	19.80		
459.321 · Telephone Monthly Charges	128.76		
459.361 · Electricity	3,218.64		
459.373 · Building Repairs/Maintenance	797.82		
459.451 · Janitorial Services	1,635.00		
Total 459 · MACUNGIE INSTITUTE	14,605.82	24,960.00	-10,354.18
471 · DEBT PRINCIPAL			
481.100 · Gen Oblig Note Series of 2021	0.00	74,942.00	-74,942.00
Total 471 · DEBT PRINCIPAL	0.00	74,942.00	-74,942.00
472.000 · DEBT INTEREST			
481.110 · Gen Oblig Note Ser of 2021-Int	2,640.33	5,290.00	-2,649.67
Total 472.000 · DEBT INTEREST	2,640.33	5,290.00	-2,649.67
492.00 · Interfund Operating Transfers			
492.300 · Transfer to General Fund Cap. (Transfer to General Fund Capital)	0.00	76,732.00	-76,732.00
492.400 · Transfers to GF Escrow	3,434.00		
Total 492.00 · Interfund Operating Transfers	3,434.00	76,732.00	-73,298.00
Total Expense	469,653.48	3,265,843.00	-2,815,989.52
Net Income	-183,109.13	-163,014.00	-20,095.13

MBWA - MACUNGIE BOROUGH WATER AUTHORITY
Profit & Loss Budget vs. Actual
 January through March 2026

11:45 PM
 04/15/26
 Cash Basis

	Jan - Mar 26	Budget	\$ Over Budget
Income			
INCOME			
354.00 · State Capital & Operating Grant	407,601.00		
355.050 · Pension Funding- State Aid	0.00	8,888.00	-8,888.00
365.600 · Health Ins./Co-pay Dividend	0.00	15,703.00	-15,703.00
378.06 · Certifications	0.00		
378.064 · Late Fees	1,552.16		
378.100 · Metered Water Sales	146,431.72	585,000.00	-438,568.28
378.400 · Private Fire Protection-Hydrant	0.00	1,350.00	-1,350.00
378.900 · Kornerhorn Sales	191.37	2,400.00	-2,208.63
379.100 · Water Connection Fee/Tap-in	0.00	31,240.00	-31,240.00
389.100 · Unclassified Operating Revenue	0.00	100.00	-100.00
Total INCOME	555,776.25	644,681.00	-88,904.75
341 · INTEREST EARNINGS			
341.010 · Water Fund Interest	3,666.95		
341.03 · Water Fund Capital Interest	2,207.09		
341 · INTEREST EARNINGS - Other	0.00	30,000.00	-30,000.00
Total 341 · INTEREST EARNINGS	5,874.04	30,000.00	-24,125.96
Total Income	561,650.29	674,681.00	-113,030.71
Expense			
EXPENSES			
402 · AUDITING & BOOKKEEPINGSERVICES			
402.311 · Auditing	0.00	9,359.00	-9,359.00
402.312 · Bookkeeping	3,372.50		
Total 402 · AUDITING & BOOKKEEPINGSERVICES	3,372.50	9,359.00	-5,986.50
404 · SOLICITOR/LEGAL SERVICES			
404.310 · Legal Expenses	0.00	800.00	-800.00
Total 404 · SOLICITOR/LEGAL SERVICES	0.00	800.00	-800.00
406 · GENERAL GOV. ADMINISTRATION			
406.100 · PAYROLL			
401 · BOROUGH MANAGER			
401.353 · Surety and Fidelity-Bonding	-95.67		
Total 401 · BOROUGH MANAGER	-95.67		
401.110 · Borough Manager- Salary	9,114.14	45,938.00	-36,823.86
405 · SECRETARY/CLERK/TREASURER			
405.113 · Clerk/Assistant Treasurer-Wages	0.00	14,907.00	-14,907.00
Total 405 · SECRETARY/CLERK/TREASURER	0.00	14,907.00	-14,907.00
405.112 · Administrative Assistant-Wages	1,000.00	14,907.00	-13,907.00

MBWA - MACUNGIE BOROUGH WATER AUTHORITY
Profit & Loss Budget vs. Actual
 January through March 2026

11:45 PM
 04/15/26
 Cash Basis

	Jan - Mar 26	Budget	\$ Over Budget
430 · PW WAGES			
430.180 · Overtime	5,254.17		
430.184 · Sick Pay - Buy Back	157.50		
Total 430 · PW WAGES	5,411.67		
Total 406.100 · PAYROLL	15,430.14	75,752.00	-60,321.86
406.110 · PAYROLL TAX EXPENSES & BENEFITS			
406.190 · Wellness Incentive	0.00	170.00	-170.00
406.192 · FICA/MEDICARE-Employer Paid	4,810.98	14,727.00	-9,916.02
406.193 · Medicare-Employer Paid	1,125.15		
406.194 · Unemployment - Employer Paid	108.43	1,045.00	-936.57
406.196 · Medical/Dental/Vision	5,751.58	88,790.00	-83,038.42
406.197 · Pension-Defined Contributions	710.06	907.00	-196.94
406.198 · Short Term/Long Term Disability	244.43		
406.199 · Life Ins. & AD&D	82.73		
Total 406.110 · PAYROLL TAX EXPENSES & BENE...	12,833.36	105,639.00	-92,805.64
406.200 · EXPENSES			
400.234 · Oil	1,957.37		
406.210 · Office Supplies	855.85		
406.215 · Postage	353.97		
406.310 · Professional Svcs-Payroll Svc	687.53		
406.321 · Telephone	462.98		
406.342 · Printing Services	198.33		
406.420 · Dues, Subscriptions&Membership	583.37		
406.450 · Contracted Services	9,174.24		
Total 406.200 · EXPENSES	14,273.64		
Total 406 · GENERAL GOV. ADMINISTRATION	42,537.14	181,391.00	-138,853.86
406.351 · Commercial Insurance	11,102.97		
408 · ENGINEERING SERVICES			
408.314 · Buttonwood Water Main Replaceme	5,064.50	20,000.00	-20,000.00
408 · ENGINEERING SERVICES - Other	0.00		
Total 408 · ENGINEERING SERVICES	5,064.50	20,000.00	-14,935.50
448 · WATER SYSTEM			
448.110 · Public Works Supervisor-Wages	5,125.20	25,431.00	-20,305.80
448.112 · Full Time Public Works-Wages	11,714.36	81,740.00	-70,025.64
448.180 · Overtime	0.00	2,500.00	-2,500.00
448.187 · Health Reimbursement-HRA	0.00	500.00	-500.00
448.190 · PCOR Fees	0.00	35.00	-35.00
448.197 · Pension	0.00	10,560.00	-10,560.00
448.198 · Short-Term/Long-Term Disability	0.00	1,100.00	-1,100.00
448.199 · Life Insurance & AD&D	0.00	500.00	-500.00

MBWA - MACUNGIE BOROUGH WATER AUTHORITY
Profit & Loss Budget vs. Actual
January through March 2026

	Jan - Mar 26	Budget	\$ Over Budget
448.210 · Office Supplies	0.00	2,313.00	-2,313.00
448.213 · Small Items of Office Equipment	1,397.71	2,650.00	-1,252.29
448.215 · Postage	0.00	1,939.00	-1,939.00
448.221 · Purification/Chemicals	1,422.93	4,291.00	-2,868.07
448.230 · Heating-Shop	1,202.02	3,000.00	-1,797.98
448.231 · Vehicle Fuel	0.00	5,043.00	-5,043.00
448.236 · Building/Housekeeping Supplies	0.00	526.00	-526.00
448.238 · Clothing & Uniforms	0.00	2,200.00	-2,200.00
448.239 · Pump Maintenance	0.00	20,595.00	-20,595.00
448.249 · Hydrant/Distribution Supplies	9,051.53	39,534.00	-30,482.47
448.250 · Maintenance & Repair Parts	3,372.05	10,043.00	-6,670.95
448.260 · Small Tools & Minor Equipment	1,775.48	14,167.00	-12,391.52
448.316 · Lab Fees/Testing	1,455.70	11,900.00	-10,444.30
448.321 · Telephone	0.00	2,770.00	-2,770.00
448.329 · Pagers	210.00	1,100.00	-890.00
448.341 · Advertising	0.00	300.00	-300.00
448.342 · Printing	399.33	1,000.00	-600.67
448.351 · Commercial Insurance	0.00	11,445.00	-11,445.00
448.353 · Bonding	0.00	300.00	-300.00
448.354 · Workers' Compensation	1,288.12	5,719.00	-4,430.88
448.361 · Electricity	6,794.40	27,148.00	-20,353.60
448.368 · Water Meters/Certification	0.00	2,846.00	-2,846.00
448.370 · Maintenance & Street Repairs	2,536.70	5,000.00	-2,463.30
448.373 · Maintenance & Repairs-Buildings	0.00	15,500.00	-15,500.00
448.374 · Vehicle Machinery& Equip Repair	0.00	3,513.00	-3,513.00
448.384 · Rent of Machinery & Equipment	0.00	1,000.00	-1,000.00
448.420 · Dues & Subscriptions	592.00	500.00	92.00
448.450 · Contracted Services	656.65	35,134.00	-34,477.35
448.451 · Traffic Control	0.00	4,167.00	-4,167.00
448.460 · Meetings/Conference/Cont. Edu.	143.00	1,300.00	-1,157.00
448.480 · Misc Expenses	0.00	20,000.00	-20,000.00
Total 448 · WATER SYSTEM	49,137.18	379,309.00	-330,171.82
474 · DEBT SERVICE			
474.100 · Capital Loan Payment	0.00	66,500.00	-66,500.00
474.200 · Capital Loan Interest	0.00	10,100.00	-10,100.00
Total 474 · DEBT SERVICE	0.00	76,600.00	-76,600.00
492 · INTERFUND OPERATING TRANSFERS			
492.300 · Transfers to WF Capital Acct	0.00	152,442.00	-152,442.00
Total 492 · INTERFUND OPERATING TRANSFERS	0.00	152,442.00	-152,442.00
Total EXPENSES	111,214.29	819,901.00	-708,686.71
403.353 · Surety & Fidelity (Bonding)	0.00		

MBWA - MACUNGIE BOROUGH WATER AUTHORITY
Profit & Loss Budget vs. Actual
 January through March 2026

	Jan - Mar 26	Budget	\$ Over Budget
406.470 · Bank Service Charge	20.00		
409 · GENERAL GOVERNMENT BUILDINGS			
409.236 · Building Supplies	25.40		
409.373 · Building Repairs & Maintenance	251.14		
Total 409 · GENERAL GOVERNMENT BUILDINGS	276.54		
430-439 · PW-HIGHWAYS, ROADS & STREETS			
430.220 · Operating Supplies	282.76		
430.231 · Vehicle Fuel	1,180.70		
430.238 · Uniforms	526.55		
430.250 · Vehicle Maintenance	2,302.98		
430.260 · Small Tools & Minor Equipment	354.10		
Total 430-439 · PW-HIGHWAYS, ROADS & STREETS	4,647.09		
Total Expense	116,157.92	819,901.00	-703,743.08
Net Income	445,492.37	-145,220.00	590,712.37

10:21 PM
04/15/26
Cash Basis

REFUSE-SANITATION COMPANY
Profit & Loss
January through March 2026

	<u>Jan - Mar 26</u>
Income	
364 · SANITATION	
364.30 · Refuse-Sanitation Collection	195,918.25
364.32 · Late Fee collections	<u>2,576.59</u>
Total 364 · SANITATION	<u>198,494.84</u>
Total Income	198,494.84
Expense	
406.420 · Dues & Subscriptions	5,540.00
427 · SOLID WASTE COLLECTION	
427.342 · Solid Waste Printing	399.34
427.450 · Solid Waste Contract	<u>155,628.75</u>
Total 427 · SOLID WASTE COLLECTION	156,028.09
492.00 · Interfund Operating Transfers	
492.01 · Transfer to General Fund	<u>2,245.60</u>
Total 492.00 · Interfund Operating Transfers	<u>2,245.60</u>
Total Expense	<u>163,813.69</u>
Net Income	<u><u>34,681.15</u></u>

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

Type	Date	Memo	Open Balance
Financial Related Services, LLC			
Bill	03/31/2026	March 2026 Bookkeeping Services	2,761.25
Total Financial Related Services, LLC			2,761.25
Foley, Incorporated			
Bill	03/28/2026	Inv #0771437 - Backhoe maintenance	37.50
Bill	03/28/2026	Inv #0771314 - Backhoe maintenance	188.58
Bill	03/28/2026	Inv #0771376 - Backhoe maintenance	259.72
Total Foley, Incorporated			485.80
IntegraOne			
Bill	03/26/2026	Inv #CW86416 - Agreement SentinelONE Protection	61.80
Total IntegraOne			61.80
Lower Macungie Twp.			
Bill	03/30/2026	Inv #11669- 2026 Fire Services Installment #1	45,000.00
Total Lower Macungie Twp.			45,000.00
Master Supply Line			
Bill	03/02/2026	Inv #8-197145 - MI Supplies	47.70
Bill	03/02/2026	Inv #8-197144 - Shop supplies	69.65
Total Master Supply Line			117.35
Melanie Carwell, Tax Collector			
Bill	04/01/2026	Bill #113- 2026 Real Estate Tax Bill, 24 S Church St	183.26
Total Melanie Carwell, Tax Collector			183.26
NA Studios			
Bill	03/31/2026	1Q2026 Website Hosting-Maintenance	900.00
Total NA Studios			900.00
NAPA Auto Parts-Allentown			
Bill	03/31/2026	Inv #286946 - Paver Maintenance	116.68
Bill	03/31/2026	Inv #286949 - Truck #8 & Vehicle maintenance	192.46
Total NAPA Auto Parts-Allentown			309.14
Proulx, Stephanie			
Bill	04/02/2026	Security Deposit Return	75.00
Total Proulx, Stephanie			75.00
Reinert, Cindy			
Bill	04/02/2026	Security Deposit Return	75.00
Total Reinert, Cindy			75.00
Strawdinger, Jessica			
Bill	04/02/2026	Security Deposit Return	75.00
Total Strawdinger, Jessica			75.00
UniFirst Corporation			
Bill	04/01/2026	Inv #1290294994 - Uniform Service	93.45
Total UniFirst Corporation			93.45
Viper Pest Services			
Bill	03/30/2026	Inv #24170 - Quarterly Pest Control	140.00
Bill	03/30/2026	Inv #24171 - Garage bait stations	45.00
Total Viper Pest Services			185.00

Borough of Macungie - General Fund

Paid Bills Detail

All Transactions

Type	Date	Memo	Open Balance
Wehrung's Macungie LLC			
Bill	04/01/2026	Inv #66295 - Police bldg repairs/maint	71.78
Total Wehrung's Macungie LLC			71.78
WEX Bank - Sunoco			
Bill	03/31/2026	Inv #111572017 - March 2026 Fuel	1,624.47
Total WEX Bank - Sunoco			1,624.47
TOTAL			52,018.30

35-LIQUID FUELS
Paid Bills Detail
All Transactions

Type	Date	Memo	Open Balance
PP&L			
Bill	03/31/2026	Acct #68055-05002 - Borough Street Lights	3,849.60
Bill	03/31/2026	Acct #70000-43002 - Borough Street Lights	278.39
Bill	04/02/2026	Acct #22084-14002 - Rte 100, Traffic Signal	42.57
Total PP&L			<u>4,170.56</u>
TOTAL			<u><u>4,170.56</u></u>

MBWA - MACUNGIE BOROUGH WATER AUTHORITY

04/07/26

Paid Bills Detail

All Transactions

Type	Date	Memo	Open Balance
A.C. Schultes, Inc. Bill	03/31/2026	inv #50511 - Initial test at Well #1	550.00
Total A.C. Schultes, Inc.			550.00
Badger Meter Bill	03/30/2026	Inv #80232615 - MBL Hosting & Annual User Login License	834.75
Total Badger Meter			834.75
Exeter Supply Co, Inc. Bill	04/01/2026	Inv #314551 - Replacement chlorine feed tubing for well #2	95.00
Total Exeter Supply Co, Inc.			95.00
M.J. Reider Associates, Inc. Bill	04/03/2026	Inv #26D0161 - Water testing	1,562.60
Total M.J. Reider Associates, Inc.			1,562.60
Spok, Inc. Bill	03/31/2026	Inv #K0204563P - WF Pagers	69.96
Total Spok, Inc.			69.96
Wehrung's Macungie LLC Bill	04/01/2026	Inv #66282- Fan for ventilation in well house #2	45.99
Total Wehrung's Macungie LLC			45.99
TOTAL			3,158.30

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

Type	Date	Memo	Open Balance
Campbell Durrant, P.C.			
Bill	04/09/2026	Inv #086528 - Personnel Matters	4,876.20
Total Campbell Durrant, P.C.			4,876.20
Canon Financial Services, Inc.			
Bill	01/12/2026	Inv #42509563 - Police Copier usage	123.29
Bill	04/11/2026	Inv #43033475 - Police Copier usage	123.29
Total Canon Financial Services, Inc.			246.58
Fritch			
Bill	04/05/2026	Inv #202998 - Annual gas tune up	104.00
Total Fritch			104.00
Great America Financial Services			
Bill	04/05/2026	Inv #41687479 - Borough Hall Copier Lease	165.00
Total Great America Financial Services			165.00
Greg's Auto & Tire Service, Inc.			
Bill	04/08/2026	Inv #101557 - Police Vehicle #705	97.97
Bill	04/09/2026	Inv #101588 - Truck #3	45.00
Total Greg's Auto & Tire Service, Inc.			142.97
Haun Welding Supply, Inc.			
Bill	04/07/2026	Inv #783419 - Shop supplies	52.12
Total Haun Welding Supply, Inc.			52.12
Isett, Barry & Assoc.			
Bill	04/09/2026	Inv #VI-210525 - UCC Inspection Services, Rental Inseptions, Zoning & Code Enforcement	11,504.89
Total Isett, Barry & Assoc.			11,504.89
Lamb McErlane PC			
Bill	04/10/2026	Inv #396874 - Police Matters	3,817.29
Total Lamb McErlane PC			3,817.29
Lehigh Print & Data LLC			
Bill	04/09/2026	Inv #SS 2026-1172- Street sweeping signs	506.00
Total Lehigh Print & Data LLC			506.00
Lorish Mower Shop LLC			
Bill	04/08/2026	Inv #35005 - Zero-turn mower	321.45
Total Lorish Mower Shop LLC			321.45
Master Supply Line			
Bill	04/07/2026	Inv #8-198051 - Shop supplies	52.20
Bill	04/09/2026	Inv #8-198144 - MI Supplies	39.60
Total Master Supply Line			91.80
Microsoft			
Bill	04/12/2026	Inv #E0800Z7VXR - Office 365 & Exchange Subscriptions	4,368.00
Total Microsoft			4,368.00
NAPA Auto Parts-Allentown			
Bill	04/07/2026	Inv #287283- Zero-turn mower	55.30
Total NAPA Auto Parts-Allentown			55.30
Patriot Workwear			
Bill	04/06/2026	Inv #45623 - Police Clothing/Uniform	4,936.00
Total Patriot Workwear			4,936.00
PMHIC			
Bill	04/08/2026	Inv #251192-0 - May 2026 Coverage	25,594.51
Total PMHIC			25,594.51
PSAB Municipal Retirement Trust			
Bill	04/09/2026	Ryan Keiser Match 04-09-26 pay	70.86
Total PSAB Municipal Retirement Trust			70.86

Borough of Macungie - General Fund

Paid Bills Detail

All Transactions

Type	Date	Memo	Open Balance
Service Electric Telephone Co			
Bill	04/10/2026	Acct #0675192497 - Garage	48.60
Bill	04/10/2026	Acct #0677969959 - Police Department	42.86
Bill	04/10/2026	Acct #0675203880 - Borough Hall	80.04
Bill	04/10/2026	Acct #0675203872 - Macungie Institute	42.86
Total Service Electric Telephone Co			214.36
Super Circuits			
Bill	03/05/2026	INV127164- Police security camera & power cable	84.48
Total Super Circuits			84.48
UGI			
Bill	04/08/2026	Acct #411002403722 - -301 S Church-garage-heating	425.39
Bill	04/08/2026	Acct #411002403458 - 21 Locust St	309.08
Total UGI			734.47
UniFirst Corporation			
Bill	04/08/2026	Inv #1290296242 - Uniform Service	93.45
Total UniFirst Corporation			93.45
WilliamSignsLLC			
Bill	04/03/2026	Inv #236-444- Yard signs for street sweeping	238.68
Total WilliamSignsLLC			238.68
TOTAL			58,218.41

10:12 AM

04/14/26

REFUSE-SANITATION COMPANY

Paid Bills Detail

All Transactions

<u>Type</u>	<u>Date</u>	<u>Memo</u>	<u>Open Balance</u>
Casella Waste Systems Inc Bill	03/31/2026	Inv #1806915 - March Trash & Recycling	51,876.25
Total Casella Waste Systems Inc			51,876.25
TOTAL			51,876.25

10:08 AM

04/14/26

MBWA - MACUNGIE BOROUGH WATER AUTHORITY

Paid Bills Detail

All Transactions

<u>Type</u>	<u>Date</u>	<u>Memo</u>	<u>Open Balance</u>
Commonwealth of PA - DEP			
Bill	04/14/2026	Inv #1459121 - Chapter 92a Annual Fee	2,500.00
Total Commonwealth of PA - DEP			2,500.00
LB Water			
Bill	03/31/2026	Inv #4030256 - Distribution supplies	997.89
Bill	03/31/2026	Inv #4030282 - Distribution supplies	2,165.42
Total LB Water			3,163.31
TOTAL			5,663.31



**Municipal
Retirement
TRUST**

**Pennsylvania State Association of Boroughs
Municipal Retirement Trust**

2941 North Front Street, Harrisburg, PA 17110
(717) 236-9526 | (800) 232-7722 | Fax (223) 322-7470 | www.mrtpensions.org

Monthly Report of Municipal Net Assets

MACUNGIE BOROUGH DEFINED BENEFIT POLICE PENSION

SCHEDULE OF CHANGES IN NET ASSETS

PSAB MUNICIPAL RETIREMENT TRUST

BALANCED FUND

MRT:90421

For the 3 Months ended March-31-2026

	Month to Date	Year to Date
Receipts:		
State Aid	0.00	0.00
Employer Contributions	0.00	0.00
Employee Contributions	5,083.97	5,083.97
Interest, DROP/Escrow Acct.	0.00	0.00
Interest, Net of Investment Fees	1,508.75	2,885.83
Dividend Income	3,237.81	5,757.99
Realized Gains(Loss)	3,992.58	14,694.43
Unrealized Gains(Loss)	-115,568.69	-64,676.69
Misc. Income	0.00	0.00
Transfer In - Other Funds	0.00	0.00
Transfer In - Previous Trust	0.00	0.00
Total Receipts	(101,745.58)	(36,254.47)
Disbursements:		
Pension Payments	3,291.61	9,874.83
Lump Sum Payments	0.00	0.00
Payments to DROP/Escrow Acct.	0.00	0.00
Interest Pd to DROP/Escrow Acct.	0.00	0.00
Return of Excess State Aid	0.00	0.00
Return of Employee Contrib.	0.00	0.00
Return of Excess Employer Ctb.	0.00	0.00
Actuarial/Consulting Fees	750.00	750.00
Admin. Fees	250.00	750.00
Admin. Fees - Allocated	1,060.51	3,391.28
Insurance Premiums	0.00	0.00
Legal Fees	0.00	0.00
Misc. Expenses	0.00	0.00
Transfer Out - Other Funds	0.00	0.00
Transfer Out - Withdrawal	0.00	0.00
Total Disbursements	5,352.12	14,766.11
Net Change in Assets	(107,097.70)	(51,020.58)
Other Assets, Begin. of Period	2,469,741.83	2,413,664.71
Other Assets, End of Period	2,362,644.13	2,362,644.13
Restricted DROP/Escrow Balance	0.00	0.00



**Municipal
Retirement
TRUST**

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Monthly Report of Municipal Net Assets

MACUNGIE BOROUGH NON-UNIFORM DEFINED BENEFIT PENSION

SCHEDULE OF CHANGES IN NET ASSETS

PSAB MUNICIPAL RETIREMENT TRUST

BALANCED FUND

MRT:90423

For the 3 Months ended March-31-2026

	Month to Date	Year to Date
Receipts:		
State Aid	0.00	0.00
Employer Contributions	0.00	0.00
Employee Contributions	2,583.56	2,583.56
Interest, DROP/Escrow Acct.	0.00	0.00
Interest, Net of Investment Fees	1,517.42	2,908.07
Dividend Income	3,256.43	5,801.12
Realized Gains(Loss)	4,015.55	14,821.00
Unrealized Gains(Loss)	-116,233.42	-64,814.36
Misc. Income	0.00	0.00
Transfer In - Other Funds	0.00	0.00
Transfer In - Previous Trust	0.00	0.00
Total Receipts	(104,860.46)	(38,700.61)
Disbursements:		
Pension Payments	10,021.21	30,063.63
Lump Sum Payments	0.00	0.00
Payments to DROP/Escrow Acct.	0.00	0.00
Interest Pd to DROP/Escrow Acct.	0.00	0.00
Return of Excess State Aid	0.00	0.00
Return of Employee Contrib.	0.00	0.00
Return of Excess Employer Ctb.	0.00	0.00
Actuarial/Consulting Fees	750.00	750.00
Admin. Fees	250.00	750.00
Admin. Fees - Allocated	1,066.61	3,420.55
Insurance Premiums	0.00	0.00
Legal Fees	0.00	0.00
Misc. Expenses	0.00	0.00
Transfer Out - Other Funds	0.00	0.00
Transfer Out - Withdrawal	0.00	0.00
Total Disbursements	12,087.82	34,984.18
Net Change in Assets	(116,948.28)	(73,684.79)
Other Assets, Begin. of Period	2,483,947.32	2,440,683.83
Other Assets, End of Period	2,366,999.04	2,366,999.04
Restricted DROP/Escrow Balance	0.00	0.00



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Retirement
TRUST**

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Monthly Report of Municipal Net Assets

MACUNGIE BOROUGH NON-UNIFORM DEFINED CONTRIBUTION PENSION

SCHEDULE OF CHANGES IN NET ASSETS

PSAB MUNICIPAL RETIREMENT TRUST

BALANCED FUND

MRT:90422

For the 3 Months ended March-31-2026

	Month to Date	Year to Date
Receipts:		
State Aid	0.00	0.00
Employer Contributions	373.09	1,977.80
Employee Contributions	297.55	297.55
Interest, DROP/Escrow Acct.	0.00	0.00
Interest, Net of Investment Fees	28.11	52.84
Dividend Income	60.32	105.59
Realized Gains(Loss)	74.39	266.65
Unrealized Gains(Loss)	-2,153.16	-1,239.01
Misc. Income	0.00	0.00
Transfer In - Other Funds	0.00	0.00
Transfer In - Previous Trust	0.00	0.00
Total Receipts	(1,319.70)	1,461.42
Disbursements:		
Pension Payments	0.00	0.00
Lump Sum Payments	0.00	0.00
Payments to DROP/Escrow Acct.	0.00	0.00
Interest Pd to DROP/Escrow Acct.	0.00	0.00
Return of Excess State Aid	0.00	0.00
Return of Employee Contrib.	0.00	0.00
Return of Excess Employer Ctb.	0.00	0.00
Actuarial/Consulting Fees	0.00	0.00
Admin. Fees	38.34	111.16
Admin. Fees - Allocated	19.76	61.64
Insurance Premiums	0.00	0.00
Legal Fees	0.00	0.00
Misc. Expenses	0.00	0.00
Transfer Out - Other Funds	0.00	0.00
Transfer Out - Withdrawal	0.00	0.00
Total Disbursements	58.10	172.80
Net Change in Assets	(1,377.80)	1,288.62
Other Assets, Begin. of Period	46,013.64	43,347.22
Other Assets, End of Period	44,635.84	44,635.84
Restricted DROP/Escrow Balance	0.00	0.00

DATE: 4/5/2026

TO: MACUNGIE BOROUGH COUNCIL

FROM: ROBERT BOGERT 159 S. CHURCH ST.

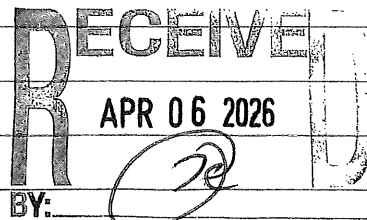
SUBJECT: LETTER OF INTEREST

DEAR COUNCIL MEMBERS,
THIS LETTER IS TO INFORM YOU OF
MY INTEREST IN BECOMING A MEMBER
OF THE ZONING HEARING BOARD.

I HAVE LIVED IN THE BOROUGH FOR
OVER 40 YEARS AND DURING THAT TIME
I HAVE SERVED THE BOROUGH IN MANY
CAPACITIES. I HAVE BEEN A MEMBER
OF BOROUGH COUNCIL, PLANNING COMMISSION,
SIDEWALK COMMITTEE, AND MANY OTHER
VOLUNTEER CAPACITIES. I AM CURRENTLY
A MEMBER OF THE BOROUGH WATER
AUTHORITY. I BELIEVE THAT I WOULD
BE A FAIR AND IMPARTIAL MEMBER
OF THE ZONING HEARING BOARD.

THANK YOU FOR YOUR CONSIDERATION.

SINCERELY
Robert J. Bogert Jr.



During the 4th quarter of 2025 I have rented the following **future deposits**:

October 2025	3 future deposits	total income \$520.00
November 2025	3 future deposits	total income \$780.00
December 2025	8 future deposits	total income \$2280.00

Total income acquired \$3580.00

Macungie Institute Continuing Contracts for 2025

- Wawa (resigning for 6 event dates)
- Drama/Zumba (resigning for 20 dates in 2025)
- Boy Scouts (continuing)
- Macungie Institute Historical Society (continuing)

Macungie Institute Past Events

- Monthly Book Club
- Weekly Pinochle Club
- Weekly Mahjong club
- Weekly Zumba classes
- Weekly Drama classes
- Heroes Banner Program (12 new banners for 2026)

Macungie Institute Upcoming Events

- Monthly book club
- Weekly Pinochle club
- Weekly Mahjong club
- Weekly Zumba classes
- Weekly Drama classes
- Heroes Banner Program (ongoing for next year 12 new banners purchased for 2026)
- Community yoga classes (free) Coming soon!
- Tax collecting location for 2026 (dates/times TBD)

Marketing/Advertising

- Macungie Institute website
- Facebook
- Borough of Macungie Newsletter

**Thank you,
Vicki Kocher**

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During the 1st quarter of 2026 I have rented the following **future deposits**:

January 2026	12 future deposits	total income \$2880.00
February 2026	3 future deposits	total income \$1100.00
March 2026	1 future deposits	total income \$325.00
Total income acquired		\$4305.00

Macungie Institute Continuing Contracts for 2026

- Wawa (resigning for 6 event dates)
- Drama/Zumba (resigning for 20 dates in 2025)
- Boy Scouts (continuing)
- Macungie Institute Historical Society (continuing)

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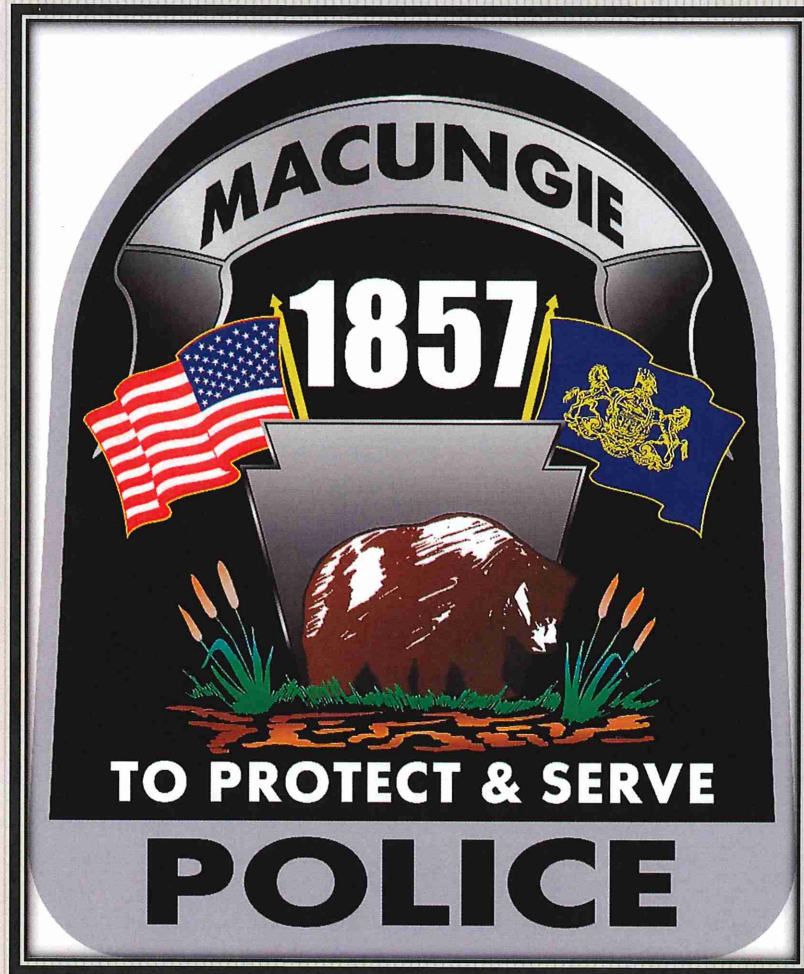
- Macungie Institute website
- Facebook
- Borough of Macungie Newsletter

**Thank you,
Vicki Kocher**

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MARCH 2026

POLICE REPORT



MACUNGIE POLICE MARCH 2026 ACTIVITY REPORT

April 13, 2026

Authored by: Sgt. Travis Kocher

Contents

1. Activity Report and Numbers
2. Crimes and Charting
3. Lehigh County Radio Dispatch Log
4. Summation/Correspondence



MARCH 2026



MACUNGIE POLICE MONTHLY ACTIVITY REPORT

MONTHLY INCIDENTS DISPATCHED 2026	2025 MONTH COMPARISON	MONTH CHANGE	YTD 2026	YTD 2025	YTD CHANGE
179	236	-24.15%	561	624	-10%

Crimes/Month (See Chart on following page for Part "A" and "B" defined)

CRIMES CHARGED	MONTH 2026	2025 MONTH COMPARISON	MONTHLY CHANGE	YTD TOTAL 2026	YTD 2025	YTD CHANGE
Part "A"	0	0	-4	2	5	-60%
Part "B"	1	6	-5	3	9	-66%
Juvenile Part "A"	0	0	*	0	0	*
Juvenile Part "B"	0	0	*	0	0	*
TOTAL PERSONS CHARGED	1	6	-5	*5	18	-72%
	MONTH	2025	CHANGE			
TOTAL MONTHLY REPORTED CRIMES	9	11	-2	30	29	-3%

FIGHTS/ DISTURBANCES	MONTH	MONTH 2025	CHANGE	YTD TOTAL 2026	YTD 2025	YTD CHANGE
DISTURBANCE/ FIGHTS	10	9	+1	23	17	+35%

TRAFFIC RELATED ACTIVITY	MONTH	MONTH 2025	CHANGE	YTD TOTAL 2026	YTD 2025	YTD CHANGE
Vehicle Accidents	1	7	-6	19	9	+111%
Vehicle Stops	37	82	-45	82	210	-60%
Cites/Warning/etc.	36	43	-7	71	116	-38%

*Denotes total number of YTD arrests outlined in chart on following page.

Crimes: In the US crimes are classified under the National Incident-Based Reporting System (NIBRS) for reporting purposes. These crimes are separated into 2 offense groups, “A” and “B”.

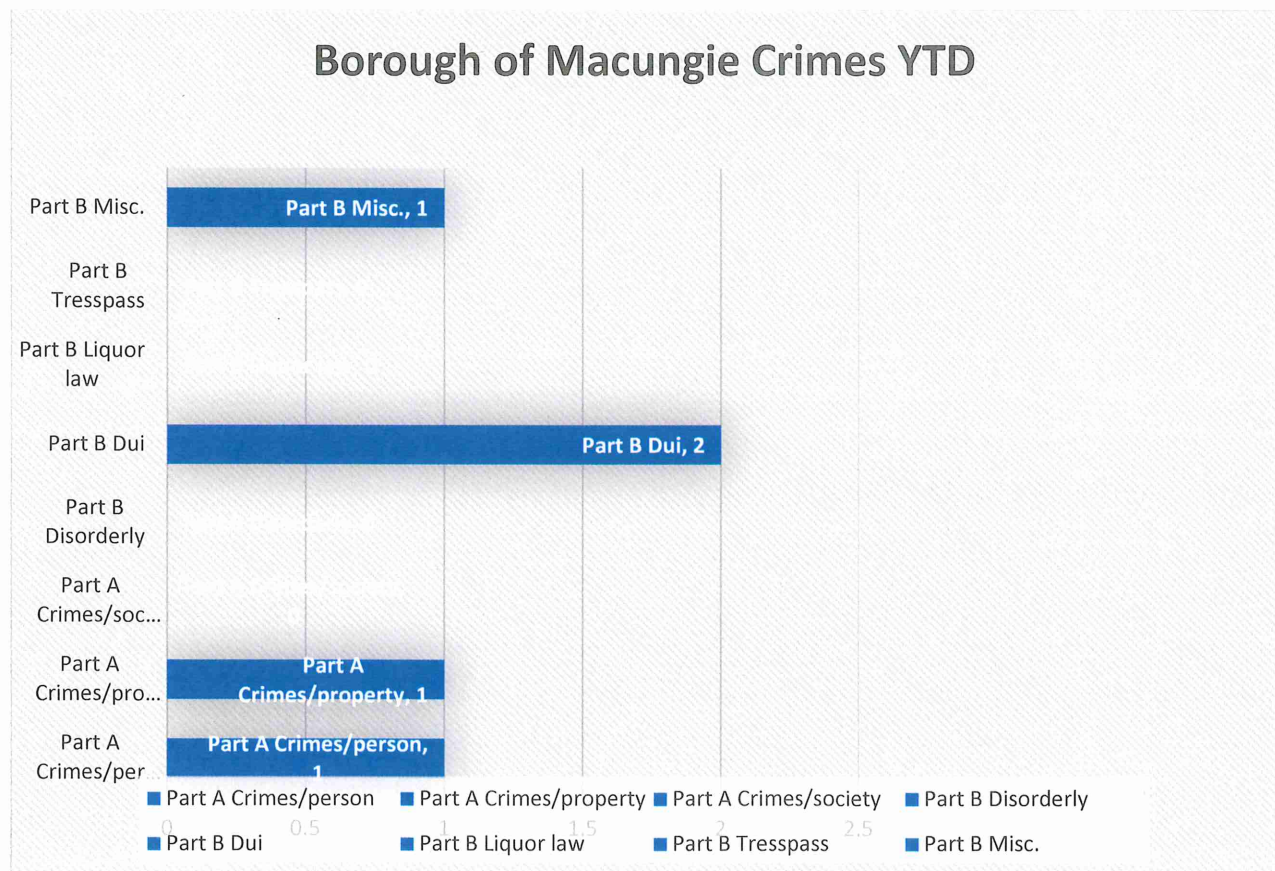
Group A offenses are the most serious and are further divided into (3) three main categories:

1 Crimes against persons: Homicide, Assault offenses & intimidation, Forcible and non-forcible sex offenses, Kidnapping/Abduction, Human Trafficking.

2 Crimes against property: Arson, Burglary/Breaking & Entering, Larceny/Theft offenses (e.g., shoplifting, pocket-picking), Motor Vehicle Theft, Robbery, Fraud offenses (including identity theft and hacking), Vandalism

3 Crimes against society: Offenses that represent society's prohibitions against certain activities and do not have a specific victim. Example(s): Drug and narcotic offenses, Gambling offenses, Prostitution offenses, Weapon law violations

Group B offenses; are generally less serious offenses. This category includes; Disorderly conduct, (DUI), Liquor law violations, trespassing, misc. offenses/summary violations.



LEHIGH COUNTY RADIO DISPATCH LOG MARCH 2026

911 Hangup	1	Motorbike Complaint	1
Alarm-Burglar	8	MVA No Injuries	1
Animal Complaint	6	Noise Complaint	2
Assist Other Department	3	Psych Emergency	2
Burglary	2	Road Hazard	2
Check on Welfare	11	Road Rage	1
Citizen Assist	11	Safe to Say	2
Criminal Mischief	2	Security Check	3
Disabled Vehicle	3	Suspicious Activity	3
Disturbance-Specify	4	Suspicious Vehicle	1
Domestic Disturbance	6	Theft	2
EMS Call-Abdominal Pain	3	Unclassified Complaint	2
EMS Call-Breathing Problem	5	Vehicle Stop	37
EMS Call-Cardiac Arrest	1	Visitor Present	10
EMS Call-Fall Victim	3		
EMS Call-Lacerations	1	Grand Total	179
EMS Call-Medical Alert Alarm	3		
EMS Call-Seizures	1		
EMS Call-Sick Person	5		
EMS Call-Unconscious Person	1		
EMS Call-Unknown Problem	2		
Fire Call-Automatic Fire Alarm	1		
Fire Call-Brush Fire	1		
Follow Up	17		
Fraud	1		
Hit and Run	1		
Lift Assist-No Injuries	4		
Lockout of Residence	3		



BOROUGH COUNCIL ISSUE BRIEFING

DEPARTMENT MANAGER: Kal Sostarecz, Borough Manager

MEETING DATE: April 20, 2026

AGENDA ITEM: Lease Agreements with Macungie Historical Society and Boy Scouts Troop #71

I. Action/Motion to Be Considered:

Motion to authorize the execution of the lease agreements with the Macungie Historical Society and Boy Scout Troop #71.

II. Reason Why This Issue Needs Consideration:

The lease agreements with both the Macungie Historical Society and Boy Scouts Troop #71 to utilize space at the Macungie Institute expire at the end of April.

III. Current Policy or Practice:

Borough Council authorizes agreements.

IV. Other Background Information:

Attached are the draft leases for both entities. Council discussed the agreements at the April 6, 2026 Council meeting and made a recommendation to reduce the annual lease fee to \$1.00. These agreements follow previous versions closely and have been reviewed and updated by the Solicitor.

V. Financial Impact:

Reduction of the lease fees to \$1.00 will have a negligible impact on the overall Borough budget.

VI. Recommendations:

Pass the motion as presented.

*Macungie Institute
Use Agreement*

THIS USE AGREEMENT (hereinafter the “Agreement”) is made and entered into as of this ____ day of _____, 2026, by and between the **BOROUGH OF MACUNGIE**, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter the “Borough of Macungie” and/or “Borough”) and the **USER** (as such term is hereinafter defined). The Borough of Macungie and User (hereinafter collectively referred to as the “Parties”), in consideration of the covenants and agreements contained herein, and intending to be legally bound hereby, do hereby agree as follows:

A. DEFINITIONS. The following terms, when used in this Agreement, shall have the following meanings:

1. **Agreement:** This Use Agreement.
2. **Notice:** Notices under this Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, to User and/or the Borough of Macungie at the following addresses:

Macungie Historical Society
P.O. Box 355
Macungie, PA 18062

Borough of Macungie
21 Locust Street
Macungie, PA 18062
3. **Permitted Use:** The Macungie Historical Society may use the Premises defined herein for a museum, office, and related uses.
4. **Premises:** Rooms 101 and 102 of the Macungie Institute located at 510 E. Main Street, Macungie, Pennsylvania, 18062.
5. **Security Deposit:** \$0.00
6. **Term:** The term of this Agreement shall be four (4) years and shall commence on May 1, 2026 and terminate on April 30, 2030, unless renewed or sooner terminated as herein provided. At the end of the Term of this Agreement, User shall have three (3) months to vacate the Premises and shall continue to pay the applicable User Fees during such time.
7. **User Fee:** Due to the past, present, and anticipated future public benefits, improvements, and related educational offerings from the User at the Premises, the User Fee for this Use Agreement shall be \$1.00 annually during the Term. However, the operating costs of the Macungie Institute

will be reviewed annually by the Borough and the User Fee may be revised unilaterally by the Borough to reflect an increase in actual operating costs at the Macungie Institute. Such reviews will be conducted annually by the Trustees of the Macungie Institute and/or the Borough.

8. **User:** Macungie Historical Society

B. CONTENTS. This Agreement consists of pages 1 and 2 herein and the Terms and Conditions attached hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Borough of Macungie and User have duly executed this Agreement on the day and year first above written.

ATTEST:

BOROUGH OF MACUNGIE

By: _____
Name:
Title:

By: _____
Name: Kalman A. Sostarecz, Jr.
Title: Borough Manager

ATTEST:

USER (Macungie Historical Society)

By: _____
Name:
Title:

By: _____
Name:
Title:

Terms and Conditions

1. **Premises.** The Borough of Macungie does hereby grant unto User, and User does hereby accept from the Borough of Macungie, the right to access and use the Premises as set forth herein.

2. **Term.** The term of this Agreement shall be for the Term defined in this Agreement, unless otherwise renewed or sooner terminated as herein provided.

3. **User Fee.** In consideration of the rights and privileges granted by the Borough of Macungie to User under this Agreement, User shall pay the User Fee. The User Fee shall be due and payable by User on the first day of each quarter. All amounts payable by User hereunder shall be paid to the Borough of Macungie at the office of the Macungie Borough Manager, located at 21 Locust Street, Macungie, Pennsylvania, 18049. The amount of the User Fee has been determined by the Borough of Macungie based on the past, present, and anticipated future public benefits, improvements, and related educational offerings from the User at the Premises. Any User Fee, or portion thereof, payable by User hereunder which is not paid when due shall bear interest at the prime rate per annum from the due date thereof until paid. The Borough of Macungie reserves the right to review and revise the User Fee on an annual basis from the date hereof in order to reflect actual operating costs of the Macungie Institute and/or the Premises.

4. **Security Deposit.** On the date hereof, User has given the applicable Security Deposit to the Borough of Macungie. The Security Deposit shall be held by the Borough of Macungie during the term of this Agreement or until this Agreement is terminated. The Security Deposit may be used to reimburse the Borough of Macungie for any damages to the Premises and any unpaid sums due and owing at the end of the Term, upon termination, or upon surrender and acceptance of the Premises. The Borough of Macungie's use of the Security Deposit for reimbursement purposes shall not relieve User of the responsibility to pay the Borough of Macungie any additional sums due to the Borough of Macungie. User must provide a forwarding address to the Borough of Macungie to receive payment. Due to the past, present, and anticipated future public benefits, improvements, and related educational offerings from the User at the Premises, the Borough has determined that the Security Deposit for this Use Agreement will be \$0.0.

5. **Use of Premises.** During the Term of this Agreement, User shall use the Premises only for the Permitted Uses as defined in the Agreement. During any such use of the Premises as provided herein, User shall have the nonexclusive use of other common areas of the Macungie Institute (if normally open to the public at the time of use and if not otherwise specifically rented out to another third party by the Borough) necessary to access the Premises and the common area restrooms. User shall provide the Borough of Macungie with written notice of any abandonment of all or part of the Premises on or before the first day of such abandonment.

6. **Renewal Terms.** Unless otherwise terminated by either the Borough or the User, this Agreement shall automatically renew at the end of the Term for an additional one-year term which shall be under and subject to the terms and conditions of this Agreement. The Borough, however, may terminate this Agreement and the Term and/or any renewal term at any time and for any reason with thirty (30) days' written notice to User.

7. **Notice.** Notices under this Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, upon the Borough of Macungie and/or User at the following addresses:

BOROUGH OF MACUNGIE:

Macungie Borough
21 Locust Street
Macungie, PA 18062
Attn: Macungie Borough Manager

USER:

Macungie Historical Society
P.O. Box 355
Macungie, PA 18062

8. **Possession and Surrender.** User is entitled to use Premises in accordance with this Agreement commencing on the first day of the Term. User shall yield possession to the Borough of Macungie on the last day of the Term or any renewed term, as the case may be, unless this Agreement is sooner terminated as herein provided. Upon expiration of the Term, the expiration of a renewed term, or termination, User shall peaceably and quietly vacate, leave, quit and surrender the Premises in good condition, ordinary wear and tear excepted, and User shall remove its property, goods and effects from the Premises.

9. **Storage.** During the Term or any renewal term of this Agreement, User has the nonexclusive right to store items at the Premises. However, User covenants and agrees that it will not use the Premises solely for storage. User shall not hold the Borough of Macungie liable for any loss of or damage to stored items and/or property of User or others. User specifically indemnifies, releases, and holds Borough harmless from any and all claims and/or causes of action relating to any damage and/or injury to User and/or User's items, property and/or goods located at the Premises. Storage of combustible or hazardous materials is prohibited.

10. **Maintenance.** The Borough of Macungie covenants and agrees to operate, maintain and keep the Premises in good repair and in a condition deemed acceptable to the Borough of Macungie.

11. **Utilities and Services.** The Borough of Macungie covenants and agrees to pay and be responsible for the following utilities and services in connection with the Premises during the Term: electricity; water and sewer; gas; and, garbage and trash disposal. User covenants and agrees to pay and be responsible for the following utilities and services in connection with the Premises during the Term: telephone service; telecommunications; and, any separate security alarm.

12. **Termination.** Notwithstanding any other provision of this Agreement, the Borough of Macungie may terminate this Agreement upon thirty (30) days' written Notice to User, for any reason. Further, this Agreement may be terminated upon one (1) year written notification from the User.

13. **Default.** The occurrence of any one or more of the following events shall constitute

an “Event of Default” hereunder: (a) User shall fail to pay in full when due any sum payable to the Borough of Macungie hereunder, and such failure shall continue uncured for a period of ten (10) days; (b) User shall fail to perform, satisfy, comply with, or observe any other covenant, term, condition, agreement or obligation on its part to be performed or observed under this Agreement, and such failure shall continue uncured for ten (10) days after written Notice thereof from the Borough of Macungie to User; (c) the abandonment by User of the Premises.; (d) User shall commence a voluntary action under any Chapter of the Bankruptcy Code (Title 11 of the United States Code), as now or hereafter in effect, or the taking by the User of any equivalent or similar action by filing of a petition or otherwise under any other federal or state law in effect at the time relating to bankruptcy or insolvency; (e) the filing of a petition against User under any Chapter of the Bankruptcy Code (Title 11 of the United States Code), as now or hereafter in effect, or the filing of a petition seeking any equivalent or similar relief against User under any other federal or state law in effect at the time relating to bankruptcy or insolvency, and in either case the failure by User to secure the discharge of any such petition within sixty (60) consecutive days from the date of filing; (f) the filing of a petition seeking the appointment of a receiver, trustee or liquidator of User or of all or any part of User’s assets or property; (g) any execution or attachment shall be issued against User or any of User’s property, and such execution or attachment shall not be set aside, vacated or discharged within sixty (60) days after the issuance of same.

14. **Remedies.** Upon the occurrence of any Event of Default, the Borough of Macungie shall have the following rights and remedies in addition to all other rights and remedies otherwise available at law or in equity: (a) the Borough of Macungie may, at its option, cure any Event of Default, in which event, User shall reimburse the Borough of Macungie for any and all costs and expenses which may be incurred by the Borough of Macungie in curing such default, such reimbursement to be made within ten (10) days after the Borough of Macungie has given User a statement setting forth the amount of such costs and expenses; (b) at the option of the Borough of Macungie, upon written notice to User, the Term shall terminate and become absolutely void, without any right on the part of User to save the forfeiture by payment of any sum due or by other performance of any term, covenant or condition broken; or (c) at the option of the Borough of Macungie, the Borough of Macungie shall have the right to reenter and possess the Premises without demand or notice and with or without process of law, using such reasonable force as may be necessary, without being deemed guilty of trespass, eviction, forcible entry, conversion or becoming liable for any loss or damage which may be occasioned thereby, dispossess User and any other occupants of the Premises, remove their property and effects not previously removed by them, and without releasing User from its obligation to pay any charges hereunder and all other obligations hereunder, and without waiving any other rights given to the Borough of Macungie hereunder or at law or in equity, reassign use of the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such user fees and upon such other terms and conditions as the Borough of Macungie in its sole discretion may deem advisable. User shall pay the Borough of Macungie for any expenses incurred by the Borough in such reassigning of use including without limitation brokers’ fees, attorneys’ fees, the expense of repairing, altering and redecorating the Premises and otherwise preparing the same for reassignment of use. No such reentry or taking possession of the Premises by the Borough of Macungie shall be construed as an election on its part to terminate the term of this Agreement unless a written notice of such termination be given to User. All sums of money or charges required to be paid by User under this Agreement shall be additional user fees and/or rent, whether or not such sums or charges are designated as such.

15. **Late Payments.** User agrees to pay a late fee of TWENTY-FIVE DOLLARS (\$25.00) for any sum due to the Borough of Macungie that is not paid within ten (10) days after its due date.

16. **Cumulative Rights.** The rights of the Parties under this Agreement are cumulative, and shall not be construed as exclusive unless otherwise required by law.

17. **Non-sufficient Funds.** User agrees to pay a fee of THIRTY DOLLARS (\$30.00) to the Borough of Macungie for each check that User submits to the Borough of Macungie for payment of any sum under this Agreement, if said check is returned to the Borough of Macungie for lack of sufficient funds.

18. **Remodeling or Structural Improvements.** User shall not make any improvements to the Premises without the prior written consent of the Borough of Macungie, which consent may be withheld in the Borough of Macungie's sole and absolute discretion.

19. **Access by Borough of Macungie to Premises.** The Borough of Macungie and its employees, representatives, and agents shall have the right to enter the Premises to use, make inspections, and provide necessary services and repairs at any time deemed necessary by Borough. In the event that the Borough of Macungie permits User to install locks upon the doors to the Premises and/or to otherwise install an alarm system therefor, which consent the Borough of Macungie may withhold in its sole and absolute discretion, User shall, as often as said locks or alarm systems have keys or codes, provide to the Borough of Macungie such keys and codes.

20. **Mechanic's Liens.** Neither User nor anyone claiming through User shall have the right to file mechanic's liens or any other type of lien on the Premises and/or the property of the Borough of Macungie.

21. **Property Insurance.** The Borough of Macungie covenants and agrees, at its sole cost and expense, throughout the duration of this Agreement, to obtain, keep and maintain in full force and effect property damage insurance with respect to its interests in the property of which the Premises are a part and which insurance shall not be less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00). User shall not be entitled to any claim under such insurance policy of the Borough.

22. **Liability Insurance.** User covenants and agrees, at its sole cost and expense, throughout the duration of this Agreement, to obtain, keep and maintain in full force and effect contents insurance, renters insurance, and all risks basic property and casualty insurance for at least the full replacement cost value covering all of User's property in or on the Premises and the full replacement cost of the Macungie Institute building and all other improvements on the Borough's property. Further, User shall obtain, keep and maintain for the mutual benefit of User and the Borough of Macungie, comprehensive general liability insurance against claims for damage to persons or property arising out of the use or occupancy of the Premises in a total aggregate sum of at least ONE MILLION DOLLARS (\$1,000,000.00), and such insurance policy shall name Macungie Borough as an additional insured. A duplicate original, certificate or binder of such insurance shall be furnished to the Borough of Macungie at the commencement of the Term of this Agreement. Each renewal certificate of such insurance shall be furnished to the Borough of Macungie at least fifteen (15) days prior to the expiration of the policy it renews. Each

such policy of insurance shall contain an agreement by the insurer that such policy shall not be cancelled or changed without thirty (30) days prior written notice to the Borough of Macungie, and shall contain an agreement that the indemnification and hold harmless wording contained in this Agreement is insured as a contractual obligation. The Borough of Macungie shall be listed as an additional insured under such policy. The liability coverage set forth in this section shall be issued by insurer(s) acceptable to the Borough of Macungie. User's failure to effectuate any and all such insurance and renewal policies of insurance required as aforesaid, and to pay the premiums and renewal premiums on all such policies of insurance as they become due and payable, and to deliver all such certificates of insurance and renewals thereof or duplicate originals to the Borough of Macungie within the time hereinabove limited, shall constitute a default by User under the terms of this Agreement.

23. **Indemnity.** User shall indemnify and hold the Borough of Macungie harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to Premises or the Macungie Institute arising from or out of any occurrence in, upon or at Premises or the Macungie Institute or concerning the use or occupancy of the Premises, including without limitation any and all claims of User's employees, business and/or social invitees. User shall, at its own cost and expense, defend any and all suits or actions which may be brought against the Borough of Macungie or in which the Borough of Macungie may be impleaded with respect to the foregoing, and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the Borough of Macungie in connection with such litigation. User shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the Borough of Macungie in enforcing the covenants and agreements of this Agreement. To the maximum extent permitted by law, the Borough of Macungie shall not be liable for, and User waives all claims for, loss or damage to the User's business or injury or damage to person or property sustained by User, or any person claiming by, through, or under User, resulting from any accident or occurrence in, on, or about the Premises, without limitation, claims for loss, theft, injury or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) wind or weather; (iii) any defect in or failure to operate any sprinkler, HVAC equipment, electric wiring, gas, water or steam pipe, stair, railing or walk; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the escape of steam or water; (vii) water, snow or ice being upon the Premises or coming into the building thereon; (viii) the falling of any fixture, plaster, tile or stucco or other material; (ix) any act, omission or negligence of any adjoining or contiguous buildings, owners of adjacent or contiguous property, or the public. To the maximum extent permitted by law, User agrees to use the Premises at User's own risk.

24. **Fire.** If, during the Term of this Agreement, the Macungie Institute is so injured by fire or other casualty not occurring through the negligence of User or those claiming under User, or their employees respectively, that the Premises are rendered wholly unfit for occupancy and the Premises cannot be repaired within sixty days from the happening of such injury, then this Agreement shall cease and terminate from the date of such injury. In such case User shall immediately surrender the Premises to the Borough. If such injury can be repaired within sixty days thereafter, Borough may enter and repair, and this Agreement shall not be affected.

25. **Damage in General.** User agrees that the Borough shall not be liable to User and User hereby releases the Borough of Macungie from any liability, for any personal injury, loss of income or damage to or loss of persons or property in or about the Premises from any

cause whatsoever. The Borough shall not be liable to User for any such damage or loss, whether or not such damage or loss so results from the negligence of User or Borough.

26. **Dangerous Materials.** User shall not bring or maintain in or on the Premises, the Macungie Institute, or the property of which the Premises is a part, (i) any article or item of a dangerous, flammable, or explosive character that might substantially increase the danger of fire in or on the Premises, or the property of which the Premises is a part, (ii) hazardous substances or materials, as such terms are defined by applicable federal and state laws, statutes, rules, or regulations or (iii) any item or material that might be considered hazardous by a responsible insurance company, unless the prior written consent of the Borough of Macungie, which consent may be withheld in the Borough of Macungie's sole and absolute discretion, is obtained and proof of adequate insurance protection is provided by User to the Borough of Macungie.

27. **Prohibited Activities.** The Borough of Macungie strictly prohibits the following activities from being conducted by User on and the following items from occupying the Premises:

- Smoking;
- Drinking or possession of alcoholic beverages;
- Unruly or loud behavior;
- Vandalism;
- Possessing and/or discharging firearms; or
- Pets.

User covenants and agrees to adhere to the above-referenced prohibitions in this section.

28. **Parking.** During any such use of the Premises as provided herein, User and its members shall have the nonexclusive use of any parking space generally available at the Macungie Institute unless otherwise specifically notified by the Borough.

29. **Cooking.** User shall not use any kitchen facilities located in the Macungie Institute, except with the prior consent of the Borough of Macungie.

30. **Keys.** The Borough of Macungie shall provide User with key(s) necessary to access and use the Premises. Any keys provided to User under this Agreement shall be returned to the Borough of Macungie on or before the date of termination of this Agreement. If User fails to return any keys to the Borough of Macungie pursuant to this section, User shall pay to the Borough of Macungie the sum of TWENTY-FIVE DOLLARS (\$25.00). This sum may be deducted from the security deposit in the event there is a security deposit.

31. **Locking Doors.** User covenants and agrees to lock all doors that allow access to the Premises and the Macungie Institute when the User and its business and social invitees exit the Premises and the Macungie Institute. User shall not leave the Macungie Institute unlocked when leaving the Premises.

32. **Compliance with Laws.** User covenants and agrees that during the Term of this Agreement, it will promptly comply at its sole cost and expense with all present and future laws, ordinances, regulations and requirements of federal, state, county and municipal authorities and the fire insurance underwriters affecting the use or operation of the Premises.

33. **Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be governed by, interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania and the Ordinances of Macungie Borough.

34. **Entire Agreement/amendment.** This Agreement constitutes and expresses the whole agreement of the Parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof; all prior promises, undertakings, representations, agreements, understandings and arrangements relative thereto being herein merged. No alteration, amendment, change or addition to this Agreement shall be binding upon User or the Borough of Macungie unless reduced to writing and signed by the Parties.

35. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

36. **Assignment.** User shall not assign this Agreement and/or its rights hereunder, in whole or in part, except with the prior written consent of the Borough of Macungie. However, the foregoing shall not prevent the assignment of this Agreement and of User's rights hereunder to any corporation into or with which the User may merge or consolidate, or which may succeed to the business and assets of User.

37. **Captions.** The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

38. **Waiver.** The failure of the Borough of Macungie to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of the Borough of Macungie's right to subsequently enforce and compel strict compliance with all terms, conditions and provisions of this Agreement.

39. **Parties.** The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of User and the Borough of Macungie and their respective successors, heirs, executors and administrators and permitted assigns.

40. **Rules and Regulations.** User shall observe and comply with all the terms and conditions of this Agreement, all ordinances of the Borough of Macungie, and all other rules and regulations established by the Borough of Macungie from time to time for the Macungie Institute (collectively, the "Rules and Regulations"). User shall be given at least five (5) days' notice of any changes therein. In the event of any conflict between the terms of this Use Agreement and the Rules and Regulations, the more restrictive rule and/or regulation shall control.

[End of Terms and Conditions]

*Macungie Institute
Use Agreement*

THIS USE AGREEMENT (hereinafter the “Agreement”) is made and entered into as of this ____ day of _____, 2026, by and between the **BOROUGH OF MACUNGIE**, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter the “Borough of Macungie” and/or “Borough”) and the **USER** (as such term is hereinafter defined). The Borough of Macungie and User (hereinafter collectively referred to as the “Parties”), in consideration of the covenants and agreements contained herein, and intending to be legally bound hereby, do hereby agree as follows:

A. DEFINITIONS. The following terms, when used in this Agreement, shall have the following meanings:

1. **Agreement:** This Use Agreement.
2. **Notice:** Notices under this Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, to User and/or the Borough of Macungie at the following addresses:

Boy Scouts of America
Troup #71
82 S. Church Street
Macungie, PA 18062

Borough of Macungie
21 Locust Street
Macungie, PA 18062
3. **Permitted Use:** The Boy Scouts of America Troop #71 may use the Premises defined herein for a meeting room.
4. **Premises:** Three (3) rooms consisting of the storage room, office and adjoining large room located in the basement of the Macungie Institute, located at 510 E. Main Street, Macungie, Pennsylvania, 18062, as indicated on the attached plan.
5. **Security Deposit:** \$0.00
6. **Term:** The term of this Agreement shall be four (4) years and shall commence on May 1, 2026 and terminate on April 30, 2030, unless renewed or sooner terminated as herein provided.
7. **User Fee:** Due to the past, present, and anticipated future public benefits,

improvements, and related educational offerings from the User at the Premises, and in particular the physical improvements that User has made or intends to make to the Premises, the User Fee for this Use Agreement shall be \$1.00 annually during the Term. However, the operating costs of the Macungie Institute will be reviewed annually by the Borough and the User Fee may be revised unilaterally by the Borough to reflect an increase in actual operating costs at the Macungie Institute. Such reviews will be conducted annually by the Trustees of the Macungie Institute and/or the Borough.

8. **User:** Boy Scouts of America, Troop #71

B. CONTENTS. This Agreement consists of pages 1 and 2 herein and the Terms and Conditions attached hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Borough of Macungie and User have duly executed this Agreement on the day and year first above written.

ATTEST:

BOROUGH OF MACUNGIE

By: _____
Name:
Title:

By: _____
Name: Kalman A. Sostarecz, Jr.
Title: Borough Manager

ATTEST:

USER (Boy Scouts of America, Troop #71)

By: _____
Name:
Title:

By: _____
Name:
Title:

Terms and Conditions

1. **Premises.** The Borough of Macungie does hereby grant unto User, and User does hereby accept from the Borough of Macungie, the right to access and use the Premises as set forth herein.

2. **Term.** The term of this Agreement shall be for the Term defined in this Agreement, unless otherwise renewed or sooner terminated as herein provided.

3. **User Fee.** In consideration of the rights and privileges granted by the Borough of Macungie to User under this Agreement, User shall pay the User Fee. The User Fee shall be due and payable by User on the first day of each quarter. All amounts payable by User hereunder shall be paid to the Borough of Macungie at the office of the Macungie Borough Manager, located at 21 Locust Street, Macungie, Pennsylvania, 18049. The amount of the User Fee has been determined by the Borough of Macungie based on the past, present, and anticipated future public benefits, improvements, and related educational offerings from the User at the Premises, and in particular the physical improvements made by and/or intended to be made by User at the Premises. Any User Fee, or portion thereof, payable by User hereunder which is not paid when due shall bear interest at the prime rate per annum from the due date thereof until paid. The Borough of Macungie reserves the right to review and revise the User Fee on an annual basis from the date hereof in order to reflect actual operating costs of the Macungie Institute and/or the Premises.

4. **Security Deposit.** On the date hereof, User has given the applicable Security Deposit to the Borough of Macungie. The Security Deposit shall be held by the Borough of Macungie during the term of this Agreement or until this Agreement is terminated. The Security Deposit may be used to reimburse the Borough of Macungie for any damages to the Premises and any unpaid sums due and owing at the end of the Term, upon termination, or upon surrender and acceptance of the Premises. The Borough of Macungie's use of the Security Deposit for reimbursement purposes shall not relieve User of the responsibility to pay the Borough of Macungie any additional sums due to the Borough of Macungie. User must provide a forwarding address to the Borough of Macungie to receive payment. Due to the past, present, and anticipated future public benefits, improvements, and related educational offerings from the User at the Premises, and in particular the physical improvements made by and/or intended to be made by User to the Premises, the Borough has determined that the Security Deposit for this Use Agreement will be \$0.0.

5. **Use of Premises.** During the Term of this Agreement, User shall use the Premises only for the Permitted Uses as defined in the Agreement. During any such use of the Premises as provided herein, User shall have the nonexclusive use of other common areas of the Macungie Institute (if normally open to the public at the time of use and if not otherwise specifically rented out to another third party by the Borough) necessary to access the Premises and the common area restrooms. User shall provide the Borough of Macungie with written notice of any abandonment of all or part of the Premises on or before the first day of such

abandonment.

6. **Renewal Terms.** Unless otherwise terminated by either the Borough or the User, this Agreement shall automatically renew at the end of the Term for an additional one-year term which shall be under and subject to the terms and conditions of this Agreement. The Borough, however, may terminate this Agreement and the Term and/or any renewal term at any time and for any reason with thirty (30) days' written notice to User.

7. **Notice.** Notices under this Agreement shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, upon the Borough of Macungie and/or User at the following addresses:

BOROUGH OF MACUNGIE:
Macungie Borough
21 Locust Street
Macungie, PA 18062
Attn: Macungie Borough Manager

USER:
Boy Scouts of America, Troop #71
82 S. Church Street
Macungie, PA 18062
Attn: Scoutmaster

8. **Possession and Surrender.** User is entitled to use Premises in accordance with this Agreement commencing on the first day of the Term. User shall yield possession to the Borough of Macungie on the last day of the Term or any renewal term, as the case may be, unless this Agreement is sooner terminated as herein provided. Upon expiration of the Term, the expiration of a renewal term, or termination, User shall peaceably and quietly vacate, leave, quit and surrender the Premises in good condition, ordinary wear and tear excepted, and User shall remove its property, goods and effects from the Premises.

9. **Storage.** During the Term or any renewal term of this Agreement, User has the nonexclusive right to store items at the Premises. However, User covenants and agrees that it will not use the Premises solely for storage. User shall not hold the Borough of Macungie liable for any loss of or damage to stored items and/or property of User or others. User specifically indemnifies, releases, and holds Borough harmless from any and all claims and/or causes of action relating to any damage and/or injury to User and/or User's items, property and/or goods located at the Premises. Storage of combustible or hazardous materials is prohibited.

10. **Maintenance.** The Borough of Macungie covenants and agrees to operate, maintain and keep the Premises in good repair and in a condition deemed acceptable to the Borough of Macungie.

11. **Utilities and Services.** The Borough of Macungie covenants and agrees to pay and be responsible for the following utilities and services in connection with the Premises during

the Term: electricity; water and sewer; and, gas. User covenants and agrees to pay and be responsible for the following utilities and services in connection with the Premises during the Term: telephone service; telecommunications; garbage and trash disposal; and, any separate security alarm.

12. **Termination.** Notwithstanding any other provision of this Agreement, the Borough of Macungie may terminate this Agreement upon thirty (30) days' written Notice to User, for any reason.

13. **Default.** The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder: (a) User shall fail to pay in full when due any sum payable to the Borough of Macungie hereunder, and such failure shall continue uncured for a period of ten (10) days; (b) User shall fail to perform, satisfy, comply with, or observe any other covenant, term, condition, agreement or obligation on its part to be performed or observed under this Agreement, and such failure shall continue uncured for ten (10) days after written Notice thereof from the Borough of Macungie to User; (c) the abandonment by User of the Premises.; (d) User shall commence a voluntary action under any Chapter of the Bankruptcy Code (Title 11 of the United States Code), as now or hereafter in effect, or the taking by the User of any equivalent or similar action by filing of a petition or otherwise under any other federal or state law in effect at the time relating to bankruptcy or insolvency; (e) the filing of a petition against User under any Chapter of the Bankruptcy Code (Title 11 of the United States Code), as now or hereafter in effect, or the filing of a petition seeking any equivalent or similar relief against User under any other federal or state law in effect at the time relating to bankruptcy or insolvency, and in either case the failure by User to secure the discharge of any such petition within sixty (60) consecutive days from the date of filing; (f) the filing of a petition seeking the appointment of a receiver, trustee or liquidator of User or of all or any part of User's assets or property; (g) any execution or attachment shall be issued against User or any of User's property, and such execution or attachment shall not be set aside, vacated or discharged within sixty (60) days after the issuance of same.

14. **Remedies.** Upon the occurrence of any Event of Default, the Borough of Macungie shall have the following rights and remedies in addition to all other rights and remedies otherwise available at law or in equity: (a) the Borough of Macungie may, at its option, cure any Event of Default, in which event, User shall reimburse the Borough of Macungie for any and all costs and expenses which may be incurred by the Borough of Macungie in curing such default, such reimbursement to be made within ten (10) days after the Borough of Macungie has given User a statement setting forth the amount of such costs and expenses; (b) at the option of the Borough of Macungie, upon written notice to User, the Term shall terminate and become absolutely void, without any right on the part of User to save the forfeiture by payment of any sum due or by other performance of any term, covenant or condition broken; or (c) at the option of the Borough of Macungie, the Borough of Macungie shall have the right to reenter and possess the Premises without demand or notice and with or without process of law, using such reasonable force as may be necessary, without being deemed guilty of trespass, eviction, forcible entry, conversion or becoming liable for any loss or damage which may be occasioned thereby, dispossess User and any other occupants of the Premises, remove their property and effects not

previously removed by them, and without releasing User from its obligation to pay any charges hereunder and all other obligations hereunder, and without waiving any other rights given to the Borough of Macungie hereunder or at law or in equity, reassign use of the Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Agreement) and at such user fees and upon such other terms and conditions as the Borough of Macungie in its sole discretion may deem advisable. User shall pay the Borough of Macungie for any expenses incurred by the Borough in such reassigning of use including without limitation brokers' fees, attorneys' fees, the expense of repairing, altering and redecorating the Premises and otherwise preparing the same for reassignment of use. No such reentry or taking possession of the Premises by the Borough of Macungie shall be construed as an election on its part to terminate the term of this Agreement unless a written notice of such termination be given to User. All sums of money or charges required to be paid by User under this Agreement shall be additional user fees and/or rent, whether or not such sums or charges are designated as such.

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18. **Remodeling or Structural Improvements.** User shall not make any improvements to the Premises without the prior written consent of the Borough of Macungie, which consent may be withheld in the Borough of Macungie's sole and absolute discretion. It is understood and agreed to by the Parties hereto that the Borough may grant User limited permission to perform specific improvements to the Premises subject to, conditional on, and limited by a separate agreement between the Parties. This Agreement does not grant User any such right to remodel and/or perform improvements at the Premises.

19. **Access by Borough of Macungie to Premises.** The Borough of Macungie and its employees, representatives, and agents shall have the right to enter the Premises to use, make inspections, and provide necessary services and repairs at any time deemed necessary by Borough. In the event that the Borough of Macungie permits User to install locks upon the doors to the Premises and/or to otherwise install an alarm system therefor, which consent the Borough of Macungie may withhold in its sole and absolute discretion, User shall, as often as said locks or alarm systems have keys or codes, provide to the Borough of Macungie such keys and codes.

20. **Mechanic's Liens.** Neither User nor anyone claiming through User shall have the right to file mechanic's liens or any other type of lien on the Premises and/or the property of the Borough of Macungie.

21. **Property Insurance.** The Borough of Macungie covenants and agrees, at its sole cost and expense, throughout the duration of this Agreement, to obtain, keep and maintain in full force and effect property damage insurance with respect to its interests in the property of which the Premises are a part and which insurance shall not be less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00). User shall not be entitled to any claim under such insurance policy of the Borough.

22. **Liability Insurance.** User covenants and agrees, at its sole cost and expense, throughout the duration of this Agreement, to obtain, keep and maintain in full force and effect contents insurance, renters insurance, and all risks basic property and casualty insurance for at least the full replacement cost value covering all of User's property in or on the Premises and the full replacement cost of the Macungie Institute building and all other improvements on the Borough's property. Further, User shall obtain, keep and maintain for the mutual benefit of User and the Borough of Macungie, comprehensive general liability insurance against claims for damage to persons or property arising out of the use or occupancy of the Premises in a total aggregate sum of at least ONE MILLION DOLLARS (\$1,000,000.00), and such insurance policy shall name Macungie Borough as an additional insured. A duplicate original, certificate or binder of such insurance shall be furnished to the Borough of Macungie at the commencement of the Term of this Agreement. Each renewal certificate of such insurance shall be furnished to the Borough of Macungie at least fifteen (15) days prior to the expiration of the policy it renews. Each such policy of insurance shall contain an agreement by the insurer that such policy shall not be cancelled or changed without thirty (30) days prior written notice to the Borough of Macungie, and shall contain an agreement that the indemnification and hold harmless wording contained in this Agreement is insured as a contractual obligation. The Borough of Macungie shall be listed as an additional insured under such policy. The liability coverage set forth in this section shall be issued by insurer(s) acceptable to the Borough of Macungie. User's failure to effectuate any and all such insurance and renewal policies of insurance required as aforesaid, and to pay the premiums and renewal premiums on all such policies of insurance as they become due and payable, and to deliver all such certificates of insurance and renewals thereof or duplicate originals to the Borough of Macungie within the time hereinabove limited, shall constitute a default by User under the terms of this Agreement.

23. **Indemnity.** User shall indemnify and hold the Borough of Macungie harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to Premises or the Macungie Institute arising from or out of any occurrence in, upon or at Premises or the Macungie Institute or concerning the use or occupancy of the Premises, including without limitation any and all claims of User's employees, business and/or social invitees. User shall, at its own cost and expense, defend any and all suits or actions which may be brought against the Borough of Macungie or in which the Borough of Macungie may be impleaded with respect to the foregoing, and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by the Borough of Macungie in connection with such litigation. User shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by the Borough of Macungie in enforcing the covenants and agreements of this Agreement. To the maximum extent permitted by law, the Borough of Macungie shall not be liable for, and User waives all claims for, loss or damage to the User's business or injury or

damage to person or property sustained by User, or any person claiming by, through, or under User, resulting from any accident or occurrence in, on, or about the Premises, without limitation, claims for loss, theft, injury or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) wind or weather; (iii) any defect in or failure to operate any sprinkler, HVAC equipment, electric wiring, gas, water or steam pipe, stair, railing or walk; (iv) broken glass; (v) the backing up of any sewer pipe or downspout; (vi) the escape of steam or water; (vii) water, snow or ice being upon the Premises or coming into the building thereon; (viii) the falling of any fixture, plaster, tile or stucco or other material; (ix) any act, omission or negligence of any adjoining or contiguous buildings, owners of adjacent or contiguous property, or the public. To the maximum extent permitted by law, User agrees to use the Premises at User's own risk.

24. **Fire.** If, during the Term of this Agreement, the Macungie Institute is so injured by fire or other casualty not occurring through the negligence of User or those claiming under User, or their employees respectively, that the Premises are rendered wholly unfit for occupancy and the Premises cannot be repaired within sixty days from the happening of such injury, then this Agreement shall cease and terminate from the date of such injury. In such case User shall immediately surrender the Premises to the Borough. If such injury can be repaired within sixty days thereafter, Borough may enter and repair, and this Agreement shall not be affected.

25. **Damage in General.** User agrees that the Borough shall not be liable to User and User hereby releases the Borough of Macungie from any liability, for any personal injury, loss of income or damage to or loss of persons or property in or about the Premises from any cause whatsoever. The Borough shall not be liable to User for any such damage or loss, whether or not such damage or loss so results from the negligence of User or Borough.

26. **Dangerous Materials.** User shall not bring or maintain in or on the Premises, the Macungie Institute, or the property of which the Premises is a part, (i) any article or item of a dangerous, flammable, or explosive character that might substantially increase the danger of fire in or on the Premises, or the property of which the Premises is a part, (ii) hazardous substances or materials, as such terms are defined by applicable federal and state laws, statutes, rules, or regulations or (iii) any item or material that might be considered hazardous by a responsible insurance company, unless the prior written consent of the Borough of Macungie, which consent may be withheld in the Borough of Macungie's sole and absolute discretion, is obtained and proof of adequate insurance protection is provided by User to the Borough of Macungie.

27. **Prohibited Activities.** The Borough of Macungie strictly prohibits the following activities from being conducted by User on and the following items from occupying the Premises:

- Smoking;
- Drinking or possession of alcoholic beverages;
- Unruly or loud behavior;
- Vandalism;
- Possessing and/or discharging firearms; or
- Pets.

User covenants and agrees to adhere to the above-referenced prohibitions in this section.

28. **Parking.** During any such use of the Premises as provided herein, User and its members shall have the nonexclusive use of any parking space generally available at the Macungie Institute unless otherwise specifically notified by the Borough.

29. **Cooking.** User shall not use any kitchen facilities located in the Macungie Institute, except with the prior consent of the Borough of Macungie.

30. **Keys.** The Borough of Macungie shall provide User with key(s) necessary to access and use the Premises. Any keys provided to User under this Agreement shall be returned to the Borough of Macungie on or before the date of termination of this Agreement. If User fails to return any keys to the Borough of Macungie pursuant to this section, User shall pay to the Borough of Macungie the sum of TWENTY-FIVE DOLLARS (\$25.00). This sum may be deducted from the security deposit in the event there is a security deposit.

31. **Locking Doors.** User covenants and agrees to lock all doors that allow access to the Premises and the Macungie Institute when the User and its business and social invitees exit the Premises and the Macungie Institute. User shall not leave the Macungie Institute unlocked when leaving the Premises.

32. **Compliance with Laws.** User covenants and agrees that during the Term of this Agreement, it will promptly comply at its sole cost and expense with all present and future laws, ordinances, regulations and requirements of federal, state, county and municipal authorities and the fire insurance underwriters affecting the use or operation of the Premises.

33. **Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be governed by, interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania and the Ordinances of Macungie Borough.

34. **Entire Agreement/amendment.** This Agreement constitutes and expresses the whole agreement of the Parties hereto with reference to the subject matter hereof and to any of the matters or things herein provided for or hereinbefore discussed or mentioned in reference to the subject matter hereof; all prior promises, undertakings, representations, agreements, understandings and arrangements relative thereto being herein merged. No alteration, amendment, change or addition to this Agreement shall be binding upon User or the Borough of Macungie unless reduced to writing and signed by the Parties.

35. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

36. **Assignment.** User shall not assign this Agreement and/or its rights hereunder, in whole or in part, except with the prior written consent of the Borough of Macungie. However,

the foregoing shall not prevent the assignment of this Agreement and of User's rights hereunder to any corporation into or with which the User may merge or consolidate, or which may succeed to the business and assets of User.

37. **Captions.** The captions preceding the paragraphs of this Agreement are intended only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

38. **Waiver.** The failure of the Borough of Macungie to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of the Borough of Macungie's right to subsequently enforce and compel strict compliance with all terms, conditions and provisions of this Agreement.

39. **Parties.** The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of User and the Borough of Macungie and their respective successors, heirs, executors and administrators and permitted assigns.

40. **Rules and Regulations.** User shall observe and comply with all the terms and conditions of this Agreement, all ordinances of the Borough of Macungie, and all other rules and regulations established by the Borough of Macungie from time to time for the Macungie Institute (collectively, the "Rules and Regulations"). User shall be given at least five (5) days' notice of any changes therein. In the event of any conflict between the terms of this Use Agreement and the Rules and Regulations, the more restrictive rule and/or regulation shall control.

[End of Terms and Conditions]



BOROUGH COUNCIL ISSUE BRIEFING

DEPARTMENT MANAGER: Kal Sostarecz, Borough Manager

MEETING DATE: April 20, 2026

AGENDA ITEM: Authorizing Hire of a Part-Time Summer Employee

I. **Action/Motion to Be Considered:**

Motion to authorize the hire of Keith Braim as a part-time summer employee at a rate of \$17.00 per hour.

II. **Reason Why This Issue Needs Consideration:**

The Borough utilizes a part-time employee to assist Public Works with lawn mowing and other tasks during the summer months.

III. **Current Policy or Practice:**

Borough Council authorizes the hiring of all employees.

IV. **Other Background Information:**

Keith Braim has been hired as a part-time summer employee for several years and serves the Borough very well; he is interested in being reappointed this year. I am recommending that his rate be increased to \$17.00 per hour to be competitive with surrounding municipalities and other similar employment rates.

V. **Financial Impact:**

The position is funded in the 2026 budget.

VI. **Recommendations:**

Pass the motion as presented.



BOROUGH COUNCIL ISSUE BRIEFING

DEPARTMENT MANAGER: Kal Sostarecz, Borough Manager

MEETING DATE: April 20, 2026

AGENDA ITEM: Approval of Brookside Country Club Fireworks Display Permit

I. Action/Motion to Be Considered:

Motion to approve the Application for Fireworks Display permit for Brookside Country Club on May 1, 2026 at the recommendation of the Fire Marshal.

II. Reason Why This Issue Needs Consideration:

The Borough has a permitting system for professional fireworks displays. Brookside Country Club, through Celebration Fireworks, has submitted for a display on May 1st to coincide with Lower Macungie's Community Day.

III. Current Policy or Practice:

Borough Council approves fireworks display permits.

IV. Other Background Information:

Celebration Fireworks has been providing fireworks displays at Brookside Country Club for many years. The application has been reviewed and is recommended for approval by Fire Marshal David Haight.

V. Financial Impact:

N/A

VI. Recommendations:

Pass the motion as presented.

Kalman Sostarecz

From: David Haight <dhaight@firestation30.org>
Sent: Wednesday, April 8, 2026 8:54 PM
To: Kalman Sostarecz
Cc: Ryan Trexler
Subject: Re: Brookside Country Club Fireworks Permit Application for 5-1-2026

Kal
Yes I approve the permit for the fireworks on May 1 2026
Dave

On Wed, Apr 8, 2026 at 10:07 AM Kalman Sostarecz <ksostarecz@macungie.pa.us> wrote:

Hi Dave –

If you could please reply back confirming that you approve of this application for fireworks display as submitted, if appropriate, I'll include it on the April 20th Council agenda for their action.

Thanks,

Kal

--

Kalman A. Sostarecz, Jr.

Borough Manager

Borough of Macungie

21 Locust Street

Macungie, PA 18062

P. 610-966-2503

Borough of Macungie
21 Locust Street
Macungie, PA 18062
Phone: 610-966-2503 Fax: 610-966-2788



APPLICATION FOR FIREWORKS DISPLAY

Company Name: Brookside Country Club

Address: 901 Willow Ln, Macungie, PA 18062

Phone: (484) 224-5450 Fax: _____

Display Location: se attached site diagram

Date of Event: 05/01/2026 Start time for display & length of time: 10-15 minutes

The aforementioned applicant hereby makes application for a permit for fireworks display in accordance with the Ordinance 2000-5, duly adopted July 3, 2000.

Application must be submitted 15 days prior to the event. Fire Department notification required 15 days prior to the event.

The following information is required with application form:

1. \$2,000,000 liability insurance coverage naming the Borough of Macungie as additional insured.
2. Adequate description of the proposed display of fireworks, including type of fireworks proposed to be used.
3. Map showing fireworks site diagram
4. Valid registration with the Commonwealth of Pennsylvania Attorney General
5. Valid Bureau of Alcohol, Tobacco and Firearms License
6. \$107.00 Permit Fee

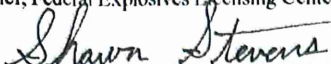
Crystal Silfies
Applicant Signature

03/18/2026
Date

Borough Use Only

Approved Denied _____
Borough Signature Date

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

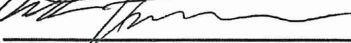
Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	8-PA-077-51-8C-01399
Chief, Federal Explosives Licensing Center (FELC)		Expiration Date	March 1, 2028
Name	CELEBRATION FIREWORKS INC		

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
**7911 7TH STREET
SLATINGTON, PA 18080-**

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement
The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)
CELEBRATION FIREWORKS INC
7911 7TH STREET
SLATINGTON, PA 18080-

 Licensee/Permittee Responsible Person Signature	<u>Vice President</u> Position/Title
<u>Scott Hopkins</u> Printed Name	<u>04/22/2025</u> Date

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC) 244 Needy Road Martinsburg, WV 25405-9431	Toll-free Telephone Number: (877) 283-3352 Fax Number: (304) 616-4401 E-mail: FELC@atf.gov	ATF Homepage: www.atf.gov
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Change of Address (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card	
License/Permit Name:	CELEBRATION FIREWORKS INC
Business Name:	
License/Permit Number:	8-PA-077-51-8C-01399
License/Permit Type:	51-IMPORTER OF EXPLOSIVES
Expiration:	March 1, 2028
Please Note: Not Valid for the Sale or Other Disposition of Explosives.	



Fireworks Displays or Exhibitions Certificate of Registration

Be it known that: **Celebration Fireworks, Inc.**
 7911 Seventh Street
 Slatington, PA 18080
 President: Christopher Hopkins

is registered with the Office of Attorney General, Commonwealth of Pennsylvania, to perform, provide or supervise fireworks displays for profit within this Commonwealth.

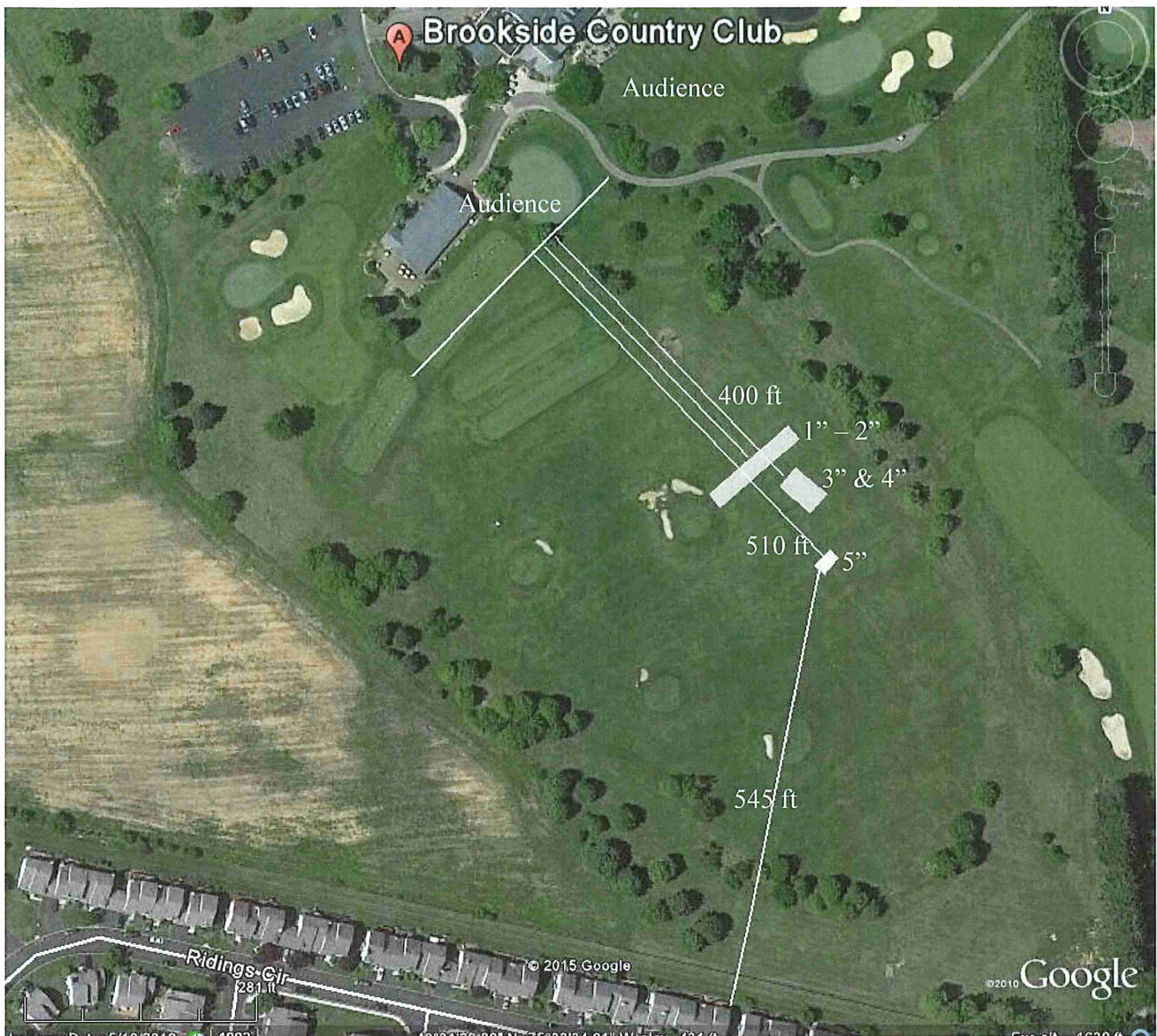
This Certificate is evidence of registration with the Office of Attorney General only. The competence, financial fitness and compliance with local requirements by the above individual or entity are not herein certified.

Kirsten E. Heine

Kirsten E. Heine
Executive Deputy Attorney General
Criminal Law Division

January 12, 2026
Date

Registration Expires: January 12, 2027



Fireworks Site Diagram Brookside Country Club

- Audience located behind white do-not-cross line
- 1'' thru 2'' shells located at min. 350 ft to closest audience (NFPA1123 requires 140 ft min.)
- 3'' and 4'' shells located at min. 400 ft to audience (NFPA requires 280 ft min.)
- 5'' shells located at min. 510 ft to audience (NFPA requires 350 ft min.)
- Nearest occupied building is at 545 ft distance to closest fireworks

Celebration Fireworks Inc.
7911 7th St, Slatington PA 18080
Office: 610-978-8989
Cell: 610-442-8400

Confirmation of Prior Site Inspection

Celebration Fireworks has utilized this setup location for two displays per year since 2015 at which point a site inspection was completed with the local fire officials to approve the site for setup and discharge of fireworks as depicted in the site diagram above.

Display control Documentation

Celebration Fireworks uses the StarFire electronic firing system for discharge of this display. Below are specifications and details about the StarFire system that will be used on ~~June 4th~~ *May 1st*.

Basic Specifications:

- Controller supports 254 modules
- Standard with 2 communication channels (32 modules per channel)
- Expandable to 8 communication channels
- Full color 800x600 10.4" back-lit LCD display
- No external PC/Laptop required for operation
- Controller/module wiring with 22awg shoot wire
- 1/100th (0.01) second timing accuracy
- Unlimited simultaneous firing of cues

- PC software included at no extra cost:
 - FSK time code generation
 - Script editing & firing view
- Advanced continuity checking
- Three firing modes:
 - Manual (push-button) firing
 - Sequence Firing
 - Full automatic scripted firing
- StarFire Modules:
 - 32 cues per module
 - Capacitive discharge firing
 - No module batteries to charge or replace
 - 24 volt firing output at 6 amps per cue
 - Rugged, fully encapsulated weatherproof



Dud and Malfunction procedures

Misfire Procedure

In the event that a shell is found still in the tube during the post-display site clearing, the operator is to determine if the ematch attached to the shell has fired. This can be done by pulling the ematch from the shell and looking for charring on the plastic head of the ematch.

If the ematch has not fired, there is no detectable issue with the shell and it can be safely transported back to the Slatington facility to be returned to stock.

If the ematch has fired, the shell must be left in the tube and the tube is to be filled with water and left for 15 minutes before being dumped from the tube and transported back to the Slatington facility for proper disposal.

Dud Procedure

In the event that a shell is found on the ground that has not detonated **only the lead technician** may handle this shell. The lead technician is to stand as far back as possible while spraying the shell with water from the provided water cannon completely drenching the shell. The shell must then be left in place for no less than 15 minutes and then brought back to the Slatington facility for proper disposal.

First Light Search

The lead technician is responsible for assigning themselves or another crew member to return to the display site the next morning to do another dud search in the daylight. If any duds are discovered during this first light search the shells should be soaked with water for at least 15 minutes and returned to the Slatington facility for proper disposal.



BOROUGH COUNCIL ISSUE BRIEFING

DEPARTMENT MANAGER: Kal Sostarecz, Borough Manager

MEETING DATE: April 20, 2026

AGENDA ITEM: Authorizing Repair of Paver

I. Action/Motion to Be Considered:

Motion to authorize the repair of the paver machine by OO Solutions at a cost not to exceed \$2,000.00.

II. Reason Why This Issue Needs Consideration:

The Borough's paver has a fuel leak which needs repair prior to the paving season.

III. Current Policy or Practice:

Borough Council approves certain expenditures in excess of \$1,000.00.

IV. Other Background Information:

The paver is more than twenty years old and there is a fuel leak associated with one of its cylinders. A similar repair was made a couple of years ago by Stephenson equipment at a cost of approximately \$3,500. A new quote was obtained from Stephenson at a price of \$3,733. A competitive quote was received from Chris Moyer of OO Solutions – the final amount will be between \$1,500 and \$2,000 depending on the cost to rebuild the cylinder through a third-party. The request is to authorize the repair at cost not to exceed \$2,000.

V. Financial Impact:

Repairs for the paver are budgeted across the General, Sewer, and Water Funds.

VI. Recommendations:

Pass the motion as presented.