



Macungie Borough Council General Business Meeting Agenda

Monday, April 6, 2026

7:30 p.m.

Macungie Institute

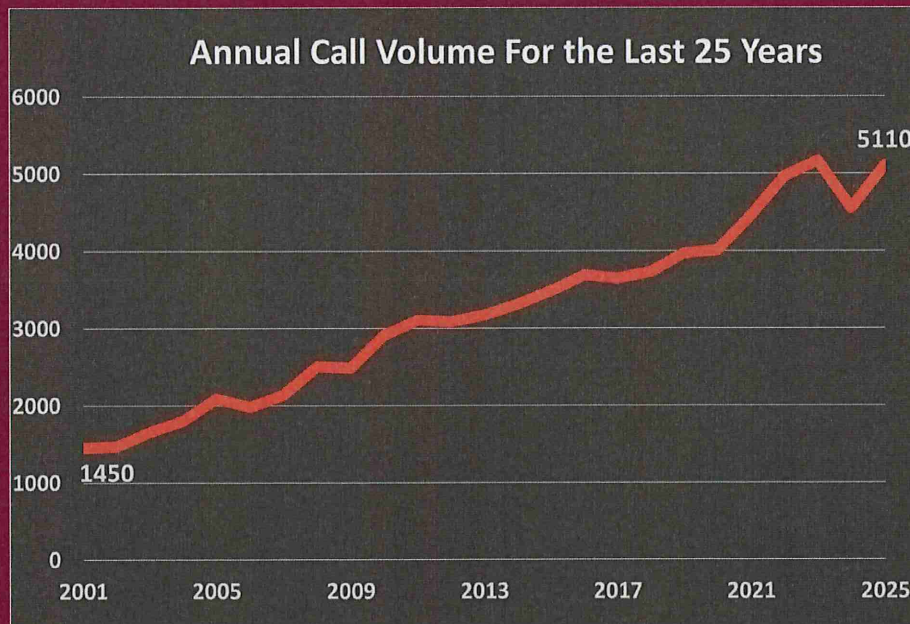
- I. Call to Order – Pledge of Allegiance
- II. Announcement of Executive Sessions
- III. Presentations
 - A. Macungie Ambulance 2025 Report – Christopher Greb
- IV. Engineer’s Report
- V. Public Comment on Non-Agenda Items
- VI. Approval of Minutes
 - A. March 16, 2026
- VII. Financial Reports
 - A. Approval of Paid Bills Detail Report in the Amount of \$119,727.28
- 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
 - B. Mayor
 - C. Solicitor
 - D. Borough Manager
- X. Unfinished Business
- XI. New Business
 - A. Authorizing Hire of a Part-Time Police Officer
 - B. Authorizing Compensation to Police Officers for Unallocated Personal Time
 - C. Authorizing Borough Manager to Solicit Proposals for Police Consultation Services
 - D. Authorizing Agreement with Lantek IT for Managed Services
 - E. Discussion on Lease Agreement with Macungie Historical Society
 - F. Discussion on Lease Agreement with Boy Scout’s Troop #71
- XII. Adjournment

Macungie Ambulance Corps



2025 ANNUAL REPORT

In 2025, Members of the Macungie Ambulance Corps responded to 5,110 calls for service



Celebrating 70 years of serving the community!

"COMMITTED TO CARING" SINCE 1955

Macungie Ambulance Corps

Lehigh County Joint Rehab Task Force

The Macungie Ambulance Corps is a proud member of the Lehigh County Joint Rehab Task Force. Our team provides emergency responder rehabilitation and logistical support at large scale and challenging incidents. In 2025 the Task Force responded to 41 incidents spanning Lehigh, Berks, Monroe and Northampton counties including...

24 Dwelling Fires

2 Brush Fires

7 Structure Fires

7 Apartment Building Fires

1 Vehicle Fire

Fleet

The Macungie Ambulance Corps operates 5 ambulances, 1 Incident Support Vehicle, 3 Community Outreach / Supervisor's vehicles and 1 ATV. In 2025 these vehicles drove nearly 70,000 miles costing over \$ 90,000 to operate and maintain.



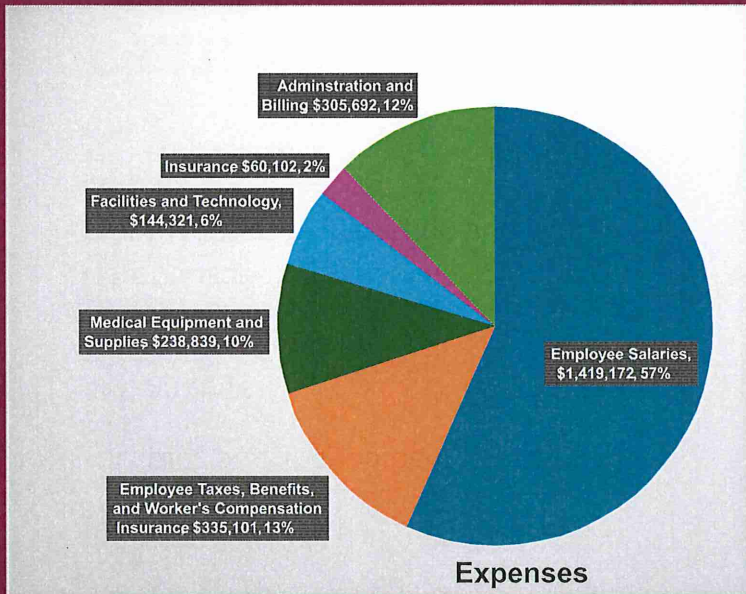
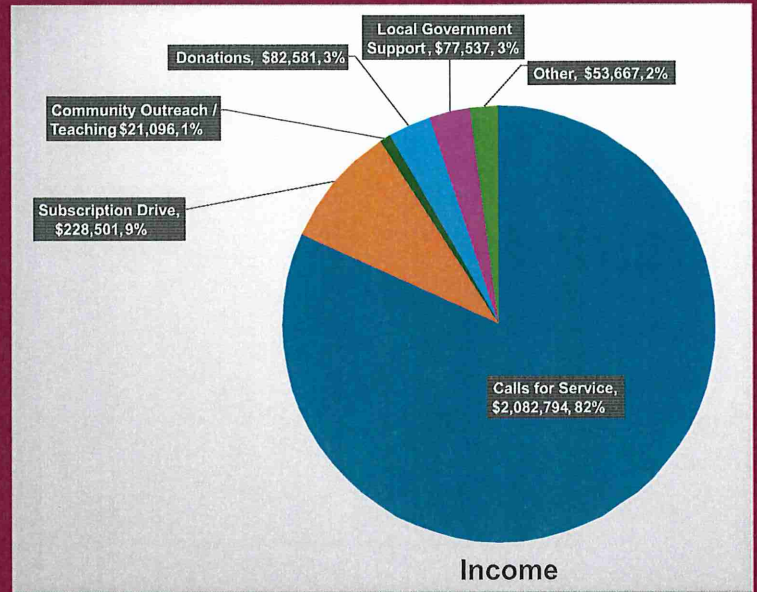
Mission Lifeline

Macungie Ambulance Corps has once again received the American Heart Association's Mission: Lifeline® Gold; Target Heart Attack Honor Roll achievement award for its commitment to offering rapid, research-based care to people experiencing the most severe forms of heart attack and stroke.



Income

Calls for Service	\$ 2,082,794
Subscription Drive	\$ 228,501
Community Outreach / Teaching	\$ 21,096
Donations	\$ 82,581 Local
Government Support	\$ 77,537
Other	\$ 53,667

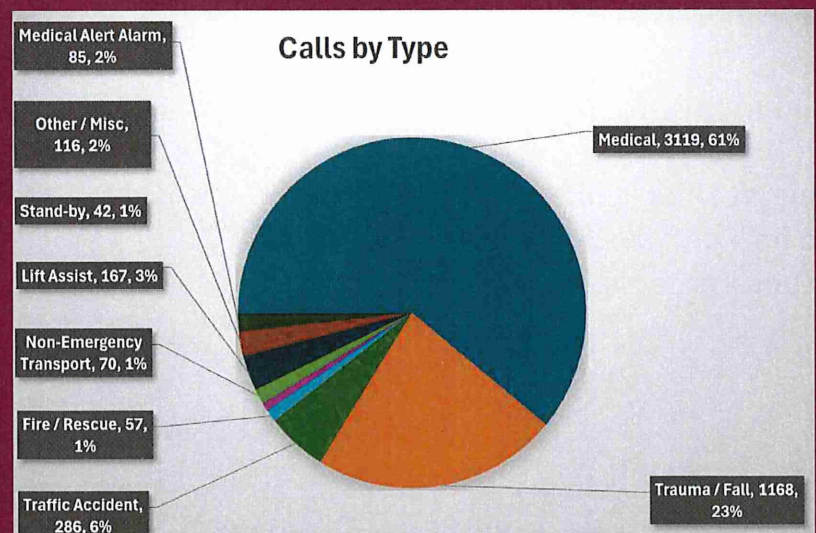


Expenses

Employee Salaries	\$ 1,419,172
Employee Taxes, Benefits, and Worker's Compensation Insurance	\$ 335,101
Medical Equipment and Supplies	\$ 238,839
Facilities and Technology	\$ 144,321
Insurance	\$ 60,102
Administration and Billing	\$ 305,692

Calls

Macungie Ambulance Corps provides emergency ambulance service 24 hours a day, 7 days a week, 365 days per year.



Community Outreach and Education

Helping the community prepare for emergencies is an important part of what we do. During 2025 we...

- Taught 31 community courses. This is a 48% increase from 2024!
- Certified 296 individuals in First Aid and / or CPR
- Trained an additional 150 community members in “Hands-Only” CPR
- Held an Open House for Community Leaders during EMS Week in May celebrating 70 years of service to the community
- Attended over a dozen community events
- Helped maintain over 45 Automated External Defibrillators in our community



Macungie Ambulance Corps

5550 N. Walnut St.

P.O. Box 114

Macungie, PA 18062

(610) 966-2601

EMERGENCY
DIAL 9-1-1



Merissa L. Frye Memorial Emergency Responder Training Fund 2025 Annual Report

Since 2019, the Macungie Ambulance Corps, with the support of the Merissa L. Frye (MLF) Small Cell Cervical Cancer Memorial Foundation, has provided training and support for local emergency responders.

2025 Accomplishments:

- Provided certification CPR and/or First Aid training to 55 local emergency responders
- Supported Hazardous Materials Operations Level Refresher training for 41 firefighters in Upper Milford Township and surrounding communities
- Created, coordinated, and held a 3-day Mental Health and Overdose Preventative Care training. This training brought regional and national experts to the Lehigh Valley speaking on a variety of topics related to mental health and substance abuse. In total, 82 EMS providers from the region attended all or part of this exceptional program.
- Supported training for and response to Mass Casualty Incidents (MCI) by purchasing 1,000 Triage Tags for use during both simulated and actual events.
- Provided sponsorship toward a National EMS Management Association's Emergency Medical Services Field Training and Evaluation Program (EMS-FTEP™) held in the region. Several Macungie Ambulance Corps members attended this training.
- Provided several training programs on a variety of topics such as, Blood Borne Pathogens, Emergency Vehicle Driving Safety, and MCI preparedness.
- Donated nearly \$ 6,500 worth of medical supplies to local emergency responders



Donations from the MLF Memorial Foundation make this possible!



C.O.R.E.



CORE's Contributors

The following organizations contributed to CORE over the past few years:

- > Lehigh Valley Health Network, Heart and Vascular Institute
- > Emmaus Ambulance Corps
- > City of Allentown Paramedics
- > Eastern PA EMS Council
- > Suburban EMS
- > Bethlehem Area Vo-Tech School
- > East Penn School District
- > Macungie Ambulance Corps
- > Cetronia Ambulance Corps
- > Air Products
- > Boyertown Community Ambulance
- > Local CPR Educators
- > Community Volunteers

C.O.R.E. Saves Lives!

Annual Impact Report

CORE prepares everyday people to save lives through Hands-Only CPR and emergency response education. Working alongside healthcare systems, EMS agencies, schools, and community partners, CORE continues to expand access to lifesaving skills across the region.

Since 2016, CORE has supported more than **400 community events** and helped train tens of thousands of individuals. Each class strengthens bystander confidence, improves emergency response, and builds safer communities.

Prepared people save lives. Every class strengthens a community.

Vision

CORE's vision is to build safer, more resilient communities by making lifesaving CPR education accessible. As demand grows, CORE remains focused on expanding partnerships and strengthening infrastructure.

Website and Grant Support

CORE recently launched a new website to improve access to training and community resources. The website and various CORE activities are funded by a substantial **PPL Foundation grant**. <https://corecprgroup.org/>

Reporting Notes

Training totals reflect a consolidated review of CORE records. Several events were added after prior reports were finalized, and legacy tracking systems were reconciled to ensure accuracy.

Annual Impact



>400+
TOTAL EVENTS



43,844
PEOPLE TRAINED



10 YEARS
OF SERVICE

Preparing communities to act when seconds matter.

Year-by-Year Training Summary



Year	Events	People
2016	30	2,616
2017	33	6,517
2018	56	5,819
2019	82	10,198
2020	22	2,267
2021	19	1,029
2022	31	3,714
2023	50	6,334
2024	69	2,841
2025	24	2,509

Learn More and Get Involved



<https://corecprgroup.org/>

View survivor stories and Hands-Only CPR resources



PPL Foundation



5420 Crackersport Road, Allentown, PA 18104

610.398.0904 610.481.9098

barryisett.com

Macungie Borough Council

April 6, 2026

ENGINEER'S REPORT

MUNICIPAL INFRASTRUCTURE PROJECTS

Hickory Street Bridge & Church Street

- Church Street roadway design complete.
 - UGI has rescinded their offer to cost-share the paving work on Church Street.
- Foundation plan has been resubmitted and is currently under review.
- Hickory Street Bridge structural design comments received and addressed, waiting on foundation plan comments before resubmitting the structural plans to PennDOT.
- PennDOT clearances
 - Environmental clearance – obtained
 - ROW clearance – Easements currently being coordinated
 - Utility Clearance – Final clearance document signed, waiting on final approval
- Next meeting with PennDOT scheduled for 5/6

MS4

No updates at this time.

ACTIVE LAND DEVELOPMENTS:

Fields at Brookside

- Currently under construction
- Final grading inspections ongoing for individual lots
- Waiting on schedule for required improvements to Willow Lane

Main Street Commons (MSC)

- Currently under construction
- Developer working on NPDES NOT. Basin conversion is complete – witnessed by Isett
- Outstanding items:
 - Post construction infiltration testing
 - Final as-builts

Mavis Tire (MSC Phase 4)

- Outstanding sidewalk improvements along Rte. 100. Isett to perform formal punch list inspection and require a schedule from the developer.

Lumber Street Development

- Phase 1 conditionally approved – emergency access and parking lot
- Phase 2 plan resubmission is currently being reviewed by Isett. Scheduled for Planning commission hearing 4/21.

South Walnut Street Development

- Project conditionally approved. Construction is expected to start this spring once outstanding conditions are satisfied.

Stone Hill Meadows

- Developer responsible for completing outstanding punch list items within the Borough portion of this project
- The Conservation District and DEP are pursuing NPDES permit violations
- Isett to complete a revised punch list inspection and estimate

GRANTS

DCED Small Water and Sewer – Buttonwood Street Water Main Replacement Phase II

- Award to Macungie Borough Authority announced 1/20 in the full amount requested.
 - \$348,239 awarded
 - \$61,500 match required
 - Total \$409,739
- Isett is finalizing a scope and fee for engineering services.

Respectfully submitted,
Barry Isett & Associates

MACUNGIE BOROUGH COUNCIL
MEETING MINUTES
General Business Meeting
Monday, March 16, 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 7:30 p.m. at the Macungie Institute, 510 E. Main Street, Macungie, PA 18062. In attendance were Carl Sell, Jr., President; Greg Hutchison, Member; Megan Sell, Member; Greg Reinbold, Member; Lynette Sell, Member; Stan Landis, Member; Bob Sell, Jr., Mayor; Patrick Armstrong, Esq., Solicitor; and Kalman Sostarecz, Jr., Borough Manager. Absent – Ronald Karboski, Vice President.

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 two executive sessions were held: the first on Thursday, March 12, 2026 at 10:00 a.m. regarding legal matters, and on Monday, March 16, 2026 at 6:00 p.m. regarding personnel.

III. Presentations

A. East Penn Chamber of Commerce

Hayden Rinde and Chloe Krempasky from the Chamber of Commerce spoke about the Chamber's mission of furthering economic development and what the Chamber has to offer for local businesses.

B. Lower Macungie Fire Department 2025 Annual Report

Fire Chief Ryan Trexler outlined the department's annual report by reviewing their statistics. He also stated that they are working on their strategic plan and apparatus replacement plan, implemented new incident reporting software, received a \$1.65 million federal grant for the replacement of the Alburts Station, and brought on ten new members during 2025. They now have 61 members and 10 fire police. Resident Bill Reiss asked if the fire department has a program to incentivize residents shoveling snow from around fire hydrants. Chief Trexler stated that there is no formal program, but they do share social media posts that residents should do this as it benefits everyone. Mr. Hutchison asked if they are able to connect to all of the fire hydrants in the Borough; Chief Trexler stated that they have adapters and are able to connect. The fire department also presented Macungie Police Officers Diaz and Santiago with commendations for their heroic acts during two different incidents in the Borough.

C. Macungie Police Department Recognition of Officer Sabdiel Diaz

Mayor Bob Sell presented a police commendation to Officer Sabdiel Diaz for his heroic acts at a structure fire in the Borough. One of the daughters of the person who was rescued, Jessica, stated that she and her family have deep appreciation for Officer Diaz for his selfless actions.

IV. Public Comment on Non-Agenda Items

Business Owner Tim Romig commented on meeting audio and Right to Know requests.

V. Approval of Minutes

A. March 2, 2026

Resident Karen Billger requested that the names of those who speak should be spelled correctly.

President Sell made a motion to approve the minutes, seconded by Mr. Landis. Motion passed unanimously.

VI. Financial Reports

A. Treasurer's Report

Resident Thomas Ashelman asked if the cost of investigations by attorneys are included in the report. Mr. Sostarecz stated they are and Mr. Ashelman can contact him at Borough Hall for more information.

President Sell made a motion to approve the minutes, seconded by Mr. Hutchison. Motion passed unanimously.

B. Approval of Paid Bills Detail Report in the Amount of \$94,239.40

Mr. Hutchison made a motion to pay the bills in the amount of \$94,239.40, seconded by President Sell. Motion passed unanimously.

VII. Correspondence

A. Macungie Ambulance February Monthly Report

B. Astound/RCN Letter Regarding Cable Franchise Agreement

VIII. Reports

A. Police Department Monthly Report for February

Mayor Sell reported on the statistics in the report.

B. Council

None

C. Mayor

None

D. Solicitor

None

E. Borough Manager

Mr. Sostarecz provided an update on the Spring/Summer Newsletter, announced the procedure for utilizing the Emmaus Borough Yard Waste site, and the utility bill due date.

IX. Unfinished Business

None

X. New Business

A. Accepting Resignation of Officer Cole Surr ridge

Resident Bill Reiss asked if there was an exit interview; Mayor Sell stated that there will be.

President Sell made a motion to authorize the resignation of Officer Surr ridge, seconded by Mr. Hutchison, with regret. Motion passed unanimously.

B. Authorizing Execution of Borough Electricity Generation Provider Agreement

Mr. Sostarecz stated that the Borough's previous energy generation agreement has expired as of December 2025 and an energy broker that we utilize, Environ, has provided four different provider offers. He recommends the Borough select AEP Energy for their 48-month "all in" rate which will include all generation, capacity, and transmission charges. PPL will still provide the distribution. Resident Bernie Reinert asked if Environ charges any fees; Mr. Sostarecz stated that they are baked into the costs.

President Sell made a motion to authorize the execution of an agreement with AEP Energy for their 48-month rate, seconded by Mr. Landis. Motion passed unanimously.

C. Authorizing Informal Negotiations with RCN for Cable Franchise Agreement Renewal

Mr. Sostarecz stated that the Borough has received a letter from Astound/RCN indicating that the franchise agreement with their company expired approximately one year prior. Their letter requests to begin informal negotiations to enter into a new agreement, as well as their desire to renew at the current terms. He would like permission to begin the negotiations and then come back to a future meeting with the actual agreement for approval. Resident Thomas Ashelman asked if there would be any exclusivity as part of the agreement; Solicitor Armstrong stated that no, any company is able to operate in the Borough,

the agreement would just stipulate the terms. Resident Ricky Moyer stated that if fiber optics could be discussed as part of the negotiations, that would be helpful.

President Sell made a motion to authorize the Borough Manager to begin informal negotiations with Astound/RCN, seconded by Mr. Reinbold. Motion passed unanimously.

XII. Adjournment

Mr. Landis made a motion to adjourn the meeting at 8:15 p.m., seconded by Mr. Reinbold. Motion passed unanimously.

Respectfully Submitted,

Kalman A. Sostarecz, Jr.
Borough Secretary

DRAFT

Borough of Macungie - General Fund Paid Bills Detail All Transactions

Type	Date	Memo	Open Balance
Campbell Durrant, P.C.			
Bill	03/09/2026	Inv #086270 - Personnel Matters	9,380.00
Total Campbell Durrant, P.C.			9,380.00
Campbell, Rappold & Yurasits LLP			
Bill	03/07/2026	Inv #247517 - 2025 Audit Progress Billing	5,000.00
Total Campbell, Rappold & Yurasits LLP			5,000.00
Canon Financial Services, Inc.			
Bill	03/12/2026	Inv #42867837 - Police Copier usage	204.86
Total Canon Financial Services, Inc.			204.86
Great America Financial Services			
Bill	03/05/2026	Inv #41458364 - Borough Hall Copier Lease	165.00
Total Great America Financial Services			165.00
Isett, Barry & Assoc.			
Bill	03/11/2026	Inv #VI-209611 - UCC Inspection Services, Rental Insepctions, Zoning & Code Enforcement	13,175.35
Total Isett, Barry & Assoc.			13,175.35
Microsoft			
Bill	02/12/2026	Inv #E0800YQ4ML - Exchange subscription	40.51
Total Microsoft			40.51
NAPA Auto Parts-Allentown			
Bill	03/05/2026	Inv #285620 - Police vehicle #703 and Truck #7	629.60
Total NAPA Auto Parts-Allentown			629.60
PA Chiefs of Police Assoc.			
Bill	03/12/2026	Inv #9745 - Job Posting	275.00
Total PA Chiefs of Police Assoc.			275.00
PSAB Municipal Retirement Trust			
Bill	03/12/2026	Ryan Keiser Match 03-12-26 pay	75.54
Total PSAB Municipal Retirement Trust			75.54
Service Electric Telephone Co			
Bill	03/10/2026	Acct #0675203880 - Borough Hall	80.14
Bill	03/10/2026	Acct #0675203872 - Macungie Institute	42.92
Bill	03/10/2026	Acct #0677969959 - Police Department	42.92
Total Service Electric Telephone Co			165.98
UGI			
Bill	03/09/2026	Acct #411002403458 - 21 Locust St	528.47
Bill	03/09/2026	Acct #411002403722 - -301 S Church-garage-heating	733.44
Total UGI			1,261.91
UniFirst Corporation			
Bill	03/11/2026	Inv #1290291000 - Uniform Service	96.52
Total UniFirst Corporation			96.52
United States Postal Service			
Bill	02/20/2026	Permit #200	370.00
Total United States Postal Service			370.00
Wehrung's Macungie LLC			
Bill	03/09/2026	Inv #65476 - MI	62.23
Total Wehrung's Macungie LLC			62.23
Weinstein Supply			
Bill	03/05/2026	Inv #S037805052.001 - MI bldg repairs & maintenance	164.47
Total Weinstein Supply			164.47
TOTAL			31,066.97

9:21 AM

03/17/26

08- SEWER COMPANY

Paid Bills Detail

All Transactions

Type	Date	Memo	Open Balance
Campbell, Rappold & Yurasits LLC Bill	03/07/2026	Inv #247517- 2025 Audit Progress Billing	5,000.00
Total Campbell, Rappold & Yurasits LLC			5,000.00
TOTAL			5,000.00

9:04 AM

03/17/26

35-LIQUID FUELS
Paid Bills Detail
All Transactions

Type	Date	Memo	Open Balance
PP&L			
Bill	03/04/2026	Acct #22084-14002 - Rte 100, Traffic Signal	43.86
Bill	03/12/2026	Acct #96229-63007 - Church St & Rte 100	37.65
Total PP&L			81.51
TOTAL			81.51

9:10 AM

03/17/26

REFUSE-SANITATION COMPANY

Paid Bills Detail

All Transactions

Type	Date	Memo	Open Balance
Casella Waste Systems Inc Bill	02/28/2026	Inv #1780681 - February Trash & Recycling	51,876.25
Total Casella Waste Systems Inc			51,876.25
TOTAL			<u>51,876.25</u>

9:16 AM

03/17/26

MBWA - MACUNGIE BOROUGH WATER AUTHORITY

Paid Bills Detail

All Transactions

<u>Type</u>	<u>Date</u>	<u>Memo</u>	<u>Open Balance</u>
Martin Stone Quarries, INC.			
Bill	03/16/2026	Inv #257674 - 2A stone	837.74
Total Martin Stone Quarries, INC.			837.74
Pyrz Water Supply Co., Inc.			
Bill	03/10/2026	Inv #51144- Black LLDPE Tubing	118.00
Total Pyrz Water Supply Co., Inc.			118.00
Wehrung's Macungie LLC			
Bill	03/10/2026	Inv #65513- Batteries for aqua scope	22.99
Total Wehrung's Macungie LLC			22.99
TOTAL			978.73

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

Type	Date	Memo	Open Balance
American United Life			
Bill	03/17/2026	040126-043026 - STD-LTD and Life Insurance	1,036.08
Total American United Life			1,036.08
County of Lehigh Tax Collection			
Bill	03/17/2026	2026 Real Estate Tax - S Church St	162.99
Total County of Lehigh Tax Collection			162.99
Grim, Biehn & Thatcher			
Bill	03/20/2026	Inv #240623-0143 - Teamsters 2026	200.00
Bill	03/20/2026	Inv #240620-0129 - BT Stone v Macungie Borough	2,200.00
Bill	03/20/2026	Inv #240617-0009 - Police Matters	60.00
Bill	03/20/2026	Inv #240616-0001 - General Matters	3,920.00
Total Grim, Biehn & Thatcher			6,380.00
Linde Gas & Equipment Inc.			
Bill	03/23/2026	Inv #55665845 - Cylinder rental	83.57
Total Linde Gas & Equipment Inc.			83.57
Pitney Bowes Bank Inc. Purchase Power			
Bill	03/19/2026	Acct # 3488 - 03-19-26 Stmt	546.99
Total Pitney Bowes Bank Inc. Purchase Power			546.99
St. Luke's Hospital			
Bill	03/11/2026	Inv #197152 - PW Drug & Alcohol Screen	65.00
Total St. Luke's Hospital			65.00
TnT Home & Business Cleaning			
Bill	03/16/2026	Inv #3070 - Office Cleaning	1,090.00
Total TnT Home & Business Cleaning			1,090.00
UniFirst Corporation			
Bill	03/18/2026	Inv #1290292167 - Uniform Service	95.32
Total UniFirst Corporation			95.32
Wehrung's Macungie LLC			
Bill	03/13/2026	Inv #65652 - MI plumbing	8.47
Bill	03/16/2026	Inv #65732 - MI	34.98
Total Wehrung's Macungie LLC			43.45
TOTAL			9,503.40

9:02 AM

03/24/26

35-LIQUID FUELS
Paid Bills Detail
All Transactions

Type	Date	Memo	Open Balance
PP&L Bill	03/12/2026	Acct #96619-34013 - W Main St	100.59
Total PP&L			100.59
TOTAL			100.59

8:57 AM

MBWA - MACUNGIE BOROUGH WATER AUTHORITY

03/24/26

Paid Bills Detail

All Transactions

<u>Type</u>	<u>Date</u>	<u>Memo</u>	<u>Open Balance</u>
LB Water Bill	03/12/2026	Inv #4024268 - Water main repairs at 830 E Main St	290.61
Total LB Water			290.61
TOTAL			290.61

9:00 AM

03/24/26

CAPITAL FUND ACCOUNTS

Paid Bills Detail

All Transactions

Type	Date	Memo	Open Balance
Grim, Biehn & Thatcher Bill	03/20/2026	Inv #240621-0133 - Hickory St Bridge Replacement	280.00
Total Grim, Biehn & Thatcher			280.00
TOTAL			280.00

Borough of Macungie - General Fund
Paid Bills Detail
All Transactions

Type	Date	Memo	Open Balance
American Arbitration Association			
Bill	01/26/2026	Inv #14636864- Initial administrative fee	300.00
Total American Arbitration Association			300.00
AutoZone, Inc.			
Bill	03/12/2026	Inv #01870230516 - Police vehicle #705	39.98
Total AutoZone, Inc.			39.98
Entertainment Services Group Inc.			
Bill	03/25/2026	Inv #82349	4,193.14
Total Entertainment Services Group Inc.			4,193.14
Foley, Incorporated			
Bill	03/21/2026	Inv #0767106 - Skid steer & backhoe maintenance	590.19
Total Foley, Incorporated			590.19
Haldeman - Allentown			
Bill	03/12/2026	Inv #74701 -Police vehicle #705	117.01
Total Haldeman - Allentown			117.01
Home Depot Credit Services			
Bill	03/20/2026	03-20-26 Stmt - Small tools/minor equip	168.99
Total Home Depot Credit Services			168.99
Isett, Barry & Assoc.			
Bill	03/10/2026	Inv #0209329 - MS4	498.75
Bill	03/13/2026	Inv #0209655 - BT Stonehill Litigation	1,458.75
Bill	03/13/2026	Inv #0209654 - General Engineering	4,010.00
Total Isett, Barry & Assoc.			5,967.50
Lantek			
Bill	03/24/2026	Inv #CW60211 - Various tickets	660.00
Total Lantek			660.00
MP Outfitters			
Bill	03/24/2026	Inv #71666-5 - Remote microphone carrier	15.99
Total MP Outfitters			15.99
Patriot Workwear			
Bill	03/11/2026	Inv #45449 - Condor MOLLE Radio Pouch	20.00
Total Patriot Workwear			20.00
PPL Electric Utilities			
Bill	03/25/2026	Acct #57170-05005 - Macungie Institute	597.35
Bill	03/25/2026	Acct #96864-28016 - 102 E Main	59.77
Bill	03/26/2026	Acct #59439-06004 - Main St & Mill Display	30.13
Bill	03/26/2026	Acct #26780-17002- 21 Locust St	423.64
Bill	03/26/2026	Acct #49380-17017 - 301 S Church St	1,244.39
Total PPL Electric Utilities			2,355.28
PSAB Municipal Retirement Trust			
Bill	03/26/2026	Ryan Keiser Match 03-26-26 pay	74.60
Total PSAB Municipal Retirement Trust			74.60
The Carwash in Macungie			
Bill	02/28/2026	Stmt #1147 - Police Carwash	30.00
Total The Carwash in Macungie			30.00

Borough of Macungie - General Fund

Paid Bills Detail

All Transactions

Type	Date	Memo	Open Balance
UGI			
Bill	03/20/2026	Acct 411002564895 - Macungie Institute	587.17
Total UGI			587.17
UniFirst Corporation			
Bill	03/25/2026	Inv #1290293466 - Uniform Service	97.13
Total UniFirst Corporation			97.13
Verizon Wireless			
Bill	03/21/2026	Inv #6139103361 - Police Phone	200.07
Total Verizon Wireless			200.07
Wehrung's Macungie LLC			
Bill	03/24/2026	Inv #65988 - MI	56.11
Bill	03/24/2026	Inv #66000 - Small tools	31.48
Total Wehrung's Macungie LLC			87.59
TOTAL			15,504.64

9:05 AM

03/31/26

35-LIQUID FUELS
Paid Bills Detail
All Transactions

Type	Date	Memo	Open Balance
PP&L			
Bill	03/25/2026	Acct #73239-69005 - Lumber & Lehigh St	64.69
Bill	03/25/2026	Acct #41239-94001 - Rte 100 & Chestnut, Signal	42.96
Bill	03/26/2026	Acct #36794-55007 - N Church St & Lehigh-A/L	64.44
Bill	03/26/2026	Acct #49939-16031 - Rte 100, Signal/Street light	109.24
Bill	03/26/2026	Acct #57253-72006 - 1 W Main St	123.62
Total PP&L			404.95
TOTAL			404.95

9:17 AM

03/31/26

08- SEWER COMPANY
Paid Bills Detail
All Transactions

Type	Date	Memo	Open Balance
Barry Isett & Associates, Inc.			
Bill	03/10/2026	Inv #0209281 - Sewer I & I Work	405.00
Bill	03/12/2026	Inv #0209541 - Sanitary Sewer Consul 2026	168.75
Total Barry Isett & Associates, Inc.			573.75
TOTAL			573.75

9:09 AM

03/31/26

CAPITAL FUND ACCOUNTS

Paid Bills Detail

All Transactions

Type	Date	Memo	Open Balance
Barry Isett & Associates, Inc. Bill	03/06/2026	Inv #0209148 - Church St & Hickory St Connection	1,248.00
Total Barry Isett & Associates, Inc.			1,248.00
TOTAL			<u>1,248.00</u>

9:25 AM

03/31/26

MBWA - MACUNGIE BOROUGH WATER AUTHORITY

Paid Bills Detail

All Transactions

Type	Date	Memo	Open Balance
Barry Isett & Associates, Inc.			
Bill	03/10/2026	Inv #0209277 - Buttonwood Water Main Replacement	510.00
Total Barry Isett & Associates, Inc.			510.00
Exeter Supply Co, Inc.			
Bill	03/27/2026	Inv #314344 - Clamps	960.60
Total Exeter Supply Co, Inc.			960.60
PP&L			
Bill	03/25/2026	Acct #23570-05006 - Lehigh St	971.08
Bill	03/25/2026	Acct #62370-05002 - Vine St Station	160.83
Bill	03/25/2026	Acct #66370-05000 - Maple St	66.50
Bill	03/25/2026	Acct #78570-05001 - Hillcrest Dr	30.91
Total PP&L			1,229.32
Verizon			
Bill	03/21/2026	Inv #6139103362 - WF phone/pager	117.96
Total Verizon			117.96
TOTAL			2,817.88



**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 2 Months ended February-28-2026

	Month to Date	Year to Date
Receipts:		
State Aid	0.00	0.00
Employer Contributions	0.00	0.00
Employee Contributions	0.00	0.00
Interest, DROP/Escrow Acct.	0.00	0.00
Interest, Net of Investment Fees	679.85	1,377.08
Dividend Income	1,353.61	2,520.18
Realized Gains(Loss)	5,934.32	10,701.85
Unrealized Gains(Loss)	15,621.19	50,892.00
Misc. Income	0.00	0.00
Transfer In - Other Funds	0.00	0.00
Transfer In - Previous Trust	0.00	0.00
Total Receipts	23,588.97	65,491.11
Disbursements:		
Pension Payments	3,291.61	6,583.22
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	250.00	500.00
Admin. Fees - Allocated	1,067.41	2,330.77
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	4,609.02	9,413.99
Net Change in Assets	18,979.95	56,077.12
Other Assets, Begin. of Period	2,450,761.88	2,413,664.71
Other Assets, End of Period	2,469,741.83	2,469,741.83
Restricted DROP/Escrow Balance	0.00	0.00



**Municipal
Retirement
TRUST**

**Pennsylvania State Association of Boroughs
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 2 Months ended February-28-2026

	Month to Date	Year to Date
Receipts:		
State Aid	0.00	0.00
Employer Contributions	0.00	0.00
Employee Contributions	0.00	0.00
Interest, DROP/Escrow Acct.	0.00	0.00
Interest, Net of Investment Fees	685.61	1,390.65
Dividend Income	1,365.06	2,544.69
Realized Gains(Loss)	5,984.55	10,805.45
Unrealized Gains(Loss)	15,753.42	51,419.06
Misc. Income	0.00	0.00
Transfer In - Other Funds	0.00	0.00
Transfer In - Previous Trust	0.00	0.00
Total Receipts	23,788.64	66,159.85
Disbursements:		
Pension Payments	10,021.21	20,042.42
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	250.00	500.00
Admin. Fees - Allocated	1,076.44	2,353.94
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	11,347.65	22,896.36
Net Change in Assets	12,440.99	43,263.49
Other Assets, Begin. of Period	2,471,506.33	2,440,683.83
Other Assets, End of Period	2,483,947.32	2,483,947.32
Restricted DROP/Escrow Balance	0.00	0.00



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TRUST**

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Municipal 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 2 Months ended February-28-2026

	Month to Date	Year to Date
Receipts:		
State Aid	0.00	0.00
Employer Contributions	1,604.71	1,604.71
Employee Contributions	0.00	0.00
Interest, DROP/Escrow Acct.	0.00	0.00
Interest, Net of Investment Fees	12.21	24.73
Dividend Income	24.32	45.27
Realized Gains(Loss)	106.64	192.26
Unrealized Gains(Loss)	280.72	914.15
Misc. Income	0.00	0.00
Transfer In - Other Funds	0.00	0.00
Transfer In - Previous Trust	0.00	0.00
Total Receipts	2,028.60	2,781.12
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	36.70	72.82
Admin. Fees - Allocated	19.19	41.88
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	55.89	114.70
Net Change in Assets	1,972.71	2,666.42
Other Assets, Begin. of Period	44,040.93	43,347.22
Other Assets, End of Period	46,013.64	46,013.64
Restricted DROP/Escrow Balance	0.00	0.00



MACUNGIE AMBULANCE CORPS, INC

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

EMERGENCY
DIAL 9-1-1

Phone: (610) 966-2601

www.macamb.org

Fax: (610) 966-1561

Monthly Report for March 2026 Macungie Borough

Call Volume

The Macungie Ambulance Corps responded to 439 calls for service this month.

32 of those calls were in Macungie Borough

While we were busy on other calls, our mutual aid partners responded to 2 calls for assistance in the Borough this month.

Other Points of Interest

Macungie Ambulance Corps is nationally recognized for its commitment to quality care for heart attacks and strokes in the Lehigh Valley.

The American Heart Association presents the Mission: Lifeline® EMS Gold achievement award for proven dedication to ensuring access to best practices and life-saving care.

Emergency medical services staff can begin treatment when they arrive — up to an hour sooner than if someone goes to the hospital by car. EMS staff are also trained to provide resuscitation efforts to someone whose heart has stopped. People who arrive by ambulance may also receive faster treatment at the hospital.

Mission: Lifeline EMS® is the American Heart Association's national initiative to advance the system of care for patients with high-risk, time-sensitive disease states, such as severe heart attacks and strokes. The program helps reduce barriers to prompt treatment — starting from when 911 is called, to EMS transport and continuing through hospital treatment and discharge. Optimal care for heart attack and stroke patients takes coordination between the individual prehospital providers and health care systems.

“Arguably the most important link in the chains of survival for acute stroke and cardiovascular emergencies is emergency medical services and prehospital professionals,” said Kacey Kronenfeld, M.D., FAEMS, chair of the American Heart Association's Mission: Lifeline EMS Taskforce. “Early condition identification, stabilization and prehospital interventions, and initiation of actions within the regional systems of care provide patients with the best chance for receiving expedient definitive therapies leading to optimal outcomes and maximized quality of life.

“The American Heart Association Mission: Lifeline EMS awards are an important way to recognize the crucial roles and performances of EMS personnel in stroke and cardiac patients’ care.”



“Committed to Caring”

March 25, 2026

Dear Borough of Macungie Council,

The Borough of Macungie's history stretches back to 1776, with its formal establishment as Millerstown in 1857 before becoming Macungie. The legacy of Pennsylvania German immigrants, along with families such as Fritch, Weaver, and Singmaster, forms the foundation of our community's identity and enduring significance.

Through the dedicated work of Dale Eck, curator of the Macungie Historical Society, this history has been carefully preserved in both written form and through an extensive collection of artifacts. These items tell the story of our town in a way that is both tangible and deeply meaningful. They are also irreplaceable resources for our residents, our youth, and future generations with ties to Macungie.

Preserving this collection is not only important, but it is a responsibility. While some private contributions support the Historical Society, the Borough itself plays a vital role in ensuring its continued success and sustainability while at the Macungie Institute.

For this reason, I respectfully propose that Council amend the Macungie Historical Society's rental agreement to a nominal rate of \$1.00 per year. This action would demonstrate a strong commitment to preserving our shared heritage and supporting an institution that safeguards it.

Thank you for your consideration.

Sincerely,

Ron Karboski, Council Vice President
Borough of Macungie

BOROUGH OF MACUNGIE
Police Department
21 Locust Street
Macungie, PA 18062



Phone: (610) 966-2222
Fax: (610) 965-4878
www.macungiepd.org

03-31-26

TO: MACUNGIE BOROUGH COUNCIL

FROM: SGT. KOCHER

RE: PT POLICE OFFICER APPOINTMENT

Macungie Police Department has been seeking Part Time and 30Hr Police Officers. The selection process consisted of application, interview and background investigation(s) on all viable candidates. As a result of that search Dean Lukens, has been selected for *PT Officer appointment*.

Mr. Lukens has experience in the field and has been employed at Kutztown University for the past 2 years. It is my hope, he will viewed as a valuable asset to the Borough continuing the professional level of service the residents have come to expect of the Macungie Police Department.

Any questions/concerns please let me know.

Respectfully,

A handwritten signature in black ink, appearing to read "Travis Kocher", is written over a light blue horizontal line.

Sgt./OIC Travis Kocher



BOROUGH COUNCIL ISSUE BRIEFING

DEPARTMENT MANAGER: Kal Sostarecz, Borough Manager

MEETING DATE: April 6, 2026

AGENDA ITEM: Authorizing Compensation to Police Officers for Unallocated Personal Time

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

Motion to authorize the compensation of police officers for unallocated personal time for the years 2019 through 2025 at the rate for the year in which it was due, totaling \$9,731.46.

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

The Collective Bargaining Agreement with the Police Officers, beginning in 2014, provided for “forty (40) hours plus one (1) day personal leave per calendar year”. The “plus one (1) day” was intentionally vague due to the officers having different shift lengths, either 8 or 10 hours. During an audit of paid leave, it was discovered that the officers were allocated this additional time from 2014 through 2018; however, beginning in 2019 the additional day was not provided – just the base 40 hours. Neither Borough administration nor the officers realized this error over the years, until it was recently discovered.

III. **Current Policy or Practice:**

Borough Council authorizes payments.

IV. **Other Background Information:**

The attached chart includes a breakdown of the compensation per officer, including the year they were due personal time, their pay rate, and the number of hours in their shift.

V. **Financial Impact:**

\$9,731.46 – there is sufficient funding in the 2026 budget to cover this amount.

VI. **Recommendations:**

Pass the motion as presented.



BOROUGH COUNCIL ISSUE BRIEFING

DEPARTMENT MANAGER: Kal Sostarecz, Borough Manager

MEETING DATE: April 6, 2026

AGENDA ITEM: Authorizing Agreement with Lantek IT for Managed Services

I. Action/Motion to Be Considered:

Motion to authorize the execution of an agreement with Lantek IT for Managed Services for Borough Hall, Macungie Institute, and Public Works at a cost of \$1,065 per month, to the satisfaction of the Borough Manager and Solicitor.

II. Reason Why This Issue Needs Consideration:

The Borough has been utilizing Lantek IT for information technology consulting for approximately five years. The current contract provides for a minimum amount of support at a quarterly fee of \$1,175 and all additional services are a la carte. The agreement is primarily reactive – if there is a problem, there is a call for service which would be provided at an hourly rate. Over the past two years, the total fee has amounted to \$26,395, or approximately \$1,100 per month.

A much better model is a Managed Services Agreement, which provides around-the-clock monitoring and proactive maintenance of our systems. All routine calls for service are included with the monthly payment. The attached quote provides a breakdown of what is included in the monthly fee of \$1,065.

Not only would this agreement provide significantly better service, fewer problems, and less downtime, but it would also save the Borough money.

III. Current Policy or Practice:

Borough Council authorizes agreements.

IV. Other Background Information:

The agreement will be reviewed by the Borough Manager and Solicitor prior to execution.

V. Financial Impact:

\$1,065 per month – there is sufficient funding in the 2026 budget to cover this amount.

VI. Recommendations:

Pass the motion as presented.



BOROUGH COUNCIL ISSUE BRIEFING

DEPARTMENT MANAGER: Kal Sostarecz, Borough Manager

MEETING DATE: April 6, 2026

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

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

None at this time – for discussion only.

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 current leases for both entities. Council should discuss any requested changes for the next lease term which will be drafted and brought back before Council at their April 20th meeting for consideration.

V. **Financial Impact:**

TBD

VI. **Recommendations:**

N/A

*Macungie Institute
Use Agreement*

THIS USE AGREEMENT is made and entered into as of this 19th day of April 2022, by and between the **BOROUGH OF MACUNGIE**, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter the "Borough of Macungie") and the **USER** (as such term is hereinafter defined). The Borough of Macungie and User (hereinafter collectively 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. **Additional Term:** N/A
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 at the following address:

Macungie Historical Society
P.O. Box 355
Macungie, PA 18062
3. **Permitted Use:** The Macungie Historical Society may use the premises for a museum, office and related uses.
4. **Premises:** Rooms 101 and 102 located along Main Street in the front of the Macungie Institute, 510 E. Main Street, Macungie, PA, 18062.
5. **Security Deposit:** \$0.00
6. **Term:** The term of this Agreement shall commence on May 1, 2022 and terminate on April 30, 2026, unless renewed or sooner terminated as herein provided. At the end of term of lease, tenant shall have six (6) months to vacate and continue to pay monthly at the same rental fee.
7. **Use Fee:** \$1,649.34 annually in Year One, paid in quarterly installments of \$412.34 commencing May 1, 2022. Year Two will be \$1,773.04. Year Three and Year Four will increase an additional \$25 each per year. Year Three will be \$1,798.04. Year Four will be \$1,823.04. Year Two thru Four are to be paid in quarterly installments. The Macungie Institute Trustees will review the operating costs annually and the usage fee may be revised to reflect actual operating costs. In the event there is an increase in rent and in the opinion of the Historical Society it would cause a difficult burden to the Historical Society to continue to pay the increase rent, the Historical Society shall have the right upon 90 day notice to terminate and end the lease.

8. User: Macungie Historical Society

B. CONTENTS. This Agreement consists of this page 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: Brenda S. Bower
Name: Brenda S. Bower
Title: Borough Clerk/Asst. Treas.

By: John Brown
Name: John Brown
Title: Borough Manager

ATTEST:

USER

By: Dennis Young
Name:
Title: Dennis Young
Secretary

By: Dale T. Eck
Name: DALE T. ECK
Title: PRESIDENT

Terms and Conditions

1. **Premises.** The Borough of Macungie does hereby grant unto User, and User does hereby hire and take from the Borough of Macungie, the Premises and all rights and privileges hereinafter described in connection therewith.

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

3. **Use Fee.** In consideration of the rights and privileges granted by the Borough of Macungie to User under this Agreement, User shall pay the Use Fee. The Use Fee is 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 Macungie Borough Manager, located at 21 Locust Street, Macungie, Pennsylvania. Any Use 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 Use Fee on an annual basis from the date hereof in order to reflect actual operating costs.

4. **Security Deposit.** On the date hereof, User has given the 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.

5. **Use of Premises.** During the Term, User shall use the Premises only for the Permitted Uses. 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 at the time of use) necessary to access the Premises and 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.** This Agreement shall automatically renew for an Additional Term, if any, which Additional Term shall be under and subject to the terms and conditions of this Agreement.

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 addressed as follows:

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

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 the Extended Term, as the case may be, unless this Agreement is sooner terminated as herein provided. Upon expiration of the Term, an Extended Term or other termination, User shall peaceably and quietly quit and surrender the Premises in good condition, ordinary wear and tear excepted, and User shall remove its goods and effects from the Premises.

9. **Storage.** During the term of this Agreement, User has the nonexclusive right to store items in or on 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.

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

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; heating; 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 separate security alarm.

12. **Termination.** Notwithstanding any other provision of this Agreement, the Borough of Macungie may terminate this Agreement upon one hundred and twenty (120) days' written Notice to User that the property of which the Premises is a part has been sold or the lease may be terminated upon one (1) year notification from the Macungie Historical Society.

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 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 thirty (30) 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 rent, whether or not such sums or charges are designated as "additional rent".

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.

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.

24. **Dangerous Materials.** User shall not bring or maintain in or on the Premises, 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 (ii) 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.

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

- ◆ Smoking;
- ◆ Drinking or possession of alcoholic beverages;
- ◆ Unruly or loud behavior;
- ◆ Vandalism; or
- ◆ Pets.

User covenants and agrees to adhere to prohibitions listed in this section.

26. **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.

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 TWENTY-FIVE DOLLARS (\$25.00) 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 agents shall have the right to enter the Premises to make inspections and provide necessary services and repairs. In the event that the Borough of Macungie permits User to install locks upon the doors to the Premises 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.

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 apart which insurance shall not be less than THREE HUNDRED AND FIFTY THOUSAND DOLLARS (\$350,000.00).

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 and for the mutual benefit of User and the Borough of Macungie, comprehensive 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). 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 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

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

28. **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 prior to refunding the Security Deposit.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **Assignment.** User shall not assign this Agreement and its rights hereunder, in whole or in part, except with the prior 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.

35. **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.

36. **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.

37. **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.

38. **Rules and Regulations.** User shall observe all such rules and regulations, 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, this Use Agreement shall control. These rules shall not unreasonably interfere with the operating of a historical society and their intended use of the premises.

[End of Terms and Conditions]

*Macungie Institute
Use Agreement*

THIS USE AGREEMENT is made and entered into as of this 8th day of February, 2022, by and between the **BOROUGH OF MACUNGIE**, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter the “Borough of Macungie”) and the **USER** (as such term is hereinafter defined). The Borough of Macungie and User (hereinafter collectively 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. **Additional Term:** N/A
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 at the following address:

Boy Scouts of America
Troop #71
3. **Permitted Use:** The Boy Scouts of America Troop #71 may use the premises for a meeting room and related uses.
4. **Premises:** The Boy Scouts of America Troop #71 may use three (3) rooms consisting of the storage room, office and adjoining large room located in the basement of the Macungie Institute, 510 E. Main Street, Macungie, Pennsylvania, 18062, as indicated on attached plan.
5. **Security Deposit:** \$0.00
6. **Term:** The term of this Agreement shall commence on May 1, 2022 and terminate on April 30, 2026, unless renewed or sooner terminated as herein provided.
7. **Use Fee:** \$1,300.00 annually in Year One, paid in quarterly installments of \$325.00 commencing May 1, 2022. Year Two thru Year Four will increase an additional \$25 each per year. Year Two will be \$1,325.00. Year Three will be \$1,350.00. Year Four will be \$1,375.00. Year Two thru Four are to be paid in quarterly installments. The Macungie Institute operating costs will be reviewed annually and the Boy Scout Use Fee may be revised to reflect the increase in actual operating costs. Such reviews will be conducted annually by the Trustees.
8. **User:** Boy Scouts of American Troop #71

B. CONTENTS. This Agreement consists of this page 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: Brenda S. Bower
Name: Brenda S. Bower
Title: Borough Clerk/Asst. Treasurer

By: John Brown
Name: John Brown
Title: Interim Borough Manager

ATTEST:

ATTEST:

By: Chris Hoenscheid
Name: Chris Hoenscheid
Title: Secretary

By: Gerald L. Wachter Jr.
Name: GERALD L. WACHTER JR.
Title: COMMITTEE CHAIR

Terms and Conditions

1. **Premises.** The Borough of Macungie does hereby grant unto User, and User does hereby hire and take from the Borough of Macungie, the Premises and all rights and privileges hereinafter described in connection therewith.
2. **Term.** The term of this Agreement shall be for the Term, unless renewed or sooner terminated as herein provided.
3. **Use Fee.** In consideration of the rights and privileges granted by the Borough of Macungie to User under this Agreement, User shall pay the Use Fee. The Use Fee is 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 Macungie Borough Manager, located at 21 Locust Street, Macungie, Pennsylvania, 18049. Any Use 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 Use Fee on an annual basis from the date hereof in order to reflect actual operating costs.
4. **Security Deposit.** On the date hereof, User has given the 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.
5. **Use of Premises.** During the Term, User shall use the Premises only for the Permitted Uses. 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 at the time of use) necessary to access the Premises and 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. User shall NOT have use of the auditorium, conference room or classroom without prior scheduling of said usage with the Building Coordinator and payment of the required rental fee.
6. **Renewal Terms.** This Agreement shall automatically renew for an Additional Term, if any, which Additional Term shall be under and subject to the terms and conditions of this Agreement.
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 addressed as follows:

BOROUGH OF MACUNGIE:

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

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 the Extended Term, as the case may be, unless this Agreement is sooner terminated as herein provided. Upon expiration of the Term, an Extended Term or other termination, User shall peaceably and quietly quit and surrender the Premises in good condition, ordinary wear and tear excepted, and User shall remove its goods and effects from the Premises.

9. **Storage.** During the term of this Agreement, User has the nonexclusive right to store items in or on 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. Storage of combustible or hazardous materials is prohibited. See Section 24. Dangerous Materials.

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

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; heating; 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 separate security alarm.

12. **Termination upon Sale of Premises.** Notwithstanding any other provision of this Agreement, the Borough of Macungie may terminate this Agreement upon one hundred and twenty (120) days' written Notice to User that the property of which the Premises is a part has been sold.

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 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 thirty (30) 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 rent, whether or not such sums or charges are designated as "additional rent".

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.

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- Possessing firearms; or
- Pets.

User covenants and agrees to adhere to prohibitions listed in this section.

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[End of Terms and Conditions]