



CITY OF EASTON

PENNSYLVANIA

City Clerk's Office

January 9, 2026

COUNCIL MEETING NOTICE

A meeting of City Council has been scheduled for Wednesday, January 14, 2026 beginning at 6:00 p.m. for the transaction of Regular Business.

The meeting will be held in Council Chambers located on the 3rd floor of City Hall, 123 S. 3rd Street, Easton, Pa.

All meetings of City Council are open to the Public and are accessible to persons with disabilities.

The City of Easton Council Meeting will also be live streamed starting at 6:00 p.m.

Live Stream video: <http://bit.ly/EastonLiveStream>

MASKS ARE OPTIONAL

Karen L. Roscioli
City Clerk



CITY COUNCIL
AGENDA
123 South Third Street
Easton, Pa. 18042

Stated Session
Wednesday
January 14, 2026
6:00 p.m.

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE OF ALLEGIANCE
4. ROLL CALL
5. APPROVAL OF AGENDA
6. ACTION ON MINUTES – Approving minutes of January 2, 2026 meeting.
7. PRESENTATION TO COUNCIL:
8. PUBLIC COMMENT – Agenda Items Only
9. CONSENT AGENDA
 - (a) Resolution Approving a Certificate of Appropriateness for 143 S. 6th St
 - (b) Resolution Approving a Certificate of Appropriateness for 444-48 Northampton St.
 - (c) Resolution Approving a Certificate of Appropriateness for 149-51 Northampton St.
 - (d) Resolution Approving a Certificate of Appropriateness for 132-142 S. 3rd St.
10. REPORTS RECEIVED BY COUNCIL
11. REPORTS OF COMMITTEES
 - (a) Finance (Kenneth Brown)
 - (b) Economic Development (Frank Pintabone)
 - (c) Planning and Code (Crystal Rose)

(d)	Public Safety	(Frank Graziano)
(e)	Public Works	(Julie Zando-Dennis)
(f)	Administration	(Susan Hartranft-Bittinger)
(g)	Report of City Solicitor	(Attorney Joel Scheer)
(h)	Report of Mayor	(Salvatore J. Panto Jr.)
(I)	Report of City Administrator	(Luis Campos)

12. CORRESPONDENCE

13. UNFINISHED BUSINESS

(a) Bill No. 1 – An Ordinance Amending Sections of Chapter 285 Fees

14. NEW BUSINESS

(a) Resolution Approving the 2026 Non-Union and Management Benefits Package

(b) Resolution Approving Four Year Labor Agreement with AFSCME AFL-CIO Local 447

(c) Resolution Adding Job Title and description of Chief Planner/Zoning Officer

(d) Resolution amending 2026 Salary and Wage to include Chief Planner/Zoning Officer

(e) Resolution Approving a Title change from IT Manager to IT Director

(f) Resolution Approving Encroachment Agreement with owner of 8 Centre Square for A proposed staircase encroaching into the right-of-way of S. Sitgreaves St.

(g) Resolution Acknowledging the Corporate name change of Gannett Fleming to GFT Infrastructure, Inc. and apply such change to existing Agreements

(h) Resolution Approving a Cooperative Agreement with Deiter Family Limited Partnership (Deiter Bros.) for the construction of a planned trail connection and Transfer of right-of-way

(i) Resolution Approving a Stormwater Runoff Control Facilities Operations and Maintenance Agreement with McDonald's USA, LLC

(j) Resolution Approving a Developer Agreement between the City of Easton and McDonald's USA, LLC

(k) Resolution Authorizing the Approval of an Agreement with Recreation Technologies, Inc., for Recreation Management Software Services

(l) Resolution Denying a Certificate of Appropriateness for 390 Larry Holmes Drive

FOR INTRODUCTION

Bill No. 2 – An Ordinance Amending Article III, Traffic Control Map of Chapter 560, Vehicles and Traffic, of the Code of the City of Easton, Pa.

15. PUBLIC COMMENT – On Any Matter

16. ADJOURNMENT

Resolution
of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

**RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS
FOR 143 S. 6th STREET**

Introduced by: Crystal Rose

WHEREAS the Easton Historic District Commission, at its December 8, 2025, meeting reviewed the plans and specifications of Fewzi El Helou/Fadel El Saideh, Owner/applicant, proposal to the roof at 143 S. 6th Street.; and

WHEREAS the Commission recommended approval of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa. for review and approval of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., accepts and approves the Certificate of Appropriateness Report dated December 8, 2025, and hereby authorizes the issuance of a Certificate of Appropriateness commensurate with report of the Commission for 143 S. 6th St, Easton, Pa.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

EASTON HISTORIC DISTRICT COMMISSION

CASE #25-80 – Proposal to replace the roof at 143 S 6th St
OWNER/APPLICANT: Fewzi El Helou and Fadel El Saideh

The Historic District Commission upon motion by Mr. Koorie and seconded by Mr. Guarriello adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to replace the roof at 143 S 6th St. was represented by Saideh Fadel.
2. The areas to be replaced include the front gable roof as well as a low sloped/flat roof over the rear "ell".
3. The rear of the gable roof and the flat roof are not visible from S 6th St. or any public right of way.
4. GAF Slateline shingles in Antique Slate color will be installed on the front face of the gable roof which is visible from S 6th St.
5. The rear slope may be the same GAF shingle or an architectural shingle. This face of the roof is not regulated due to its lack of visibility.
6. The flat roof may be EPDM or asphalt roll roofing. This roof area is not regulated due to its lack of visibility.
7. The proposed work was unanimously approved.

CU: cu

By: *Antine Hale*

Date of Meeting: December 8, 2025

Title: Historic Consultant



CERTIFICATE OF APPROPRIATENESS

Application No. 25-80

WHEREAS, the Easton Historic District Commission at its December 8, 2025 meeting reviewed the plans and specifications of Fewzi El Helou and Fadel El Saideh, owner/applicant for 143 S 6th St., Easton, Pennsylvania for

REPLACING THE ROOF

and recommends that the Easton City Council approve a Certificate of Appropriateness for said work as described in attached report.

WHEREAS, the Easton City Council at its December 24, 2025 meeting accepted the recommendation of the Easton Historic District Commission that a Certificate of Appropriateness be granted for the aforesaid work, and did vote to grant a Certificate of Appropriateness for the aforesaid work;

Now, therefore, on the _____ day of _____, 2025, I, Karen Roscioli, City Clerk, hereby issue this Certificate of Appropriateness for aforesaid work in the name of the Easton City Council.

Karen Roscioli
City Clerk

HDC
Easton, PA Historic District Commission

MEETING OF: 12/8/2025 CASE NO: 2

LOCATION: 143 S 6th St

REPRESENTED BY: Sharbel Olga

Mr(s). Sharbel MADE THE FOLLOWING MOTION:

"I move that the application of _____

be granted as submitted

be granted subject to the following conditions:

include front roof. - GAF
rear - GAF or

GAF Shingle on
front slope. - antique
Rear slope - GAF or
architectural
Flat roof - EPDM /
tall.

be denied for the following reasons:

Mr(s). Mario SECONDED THE MOTION WHICH

PREVAILED UPON ROLL CALL BY THE VOTES OF THE FOLLOWING MEMBERS:

Diane Haviland ✓

Clay Mitman ✓

Mario Guarriello ✓

Phil Mitman ✓

James Kluge

Chelsea Morrese

Sharbel Koorie ✓



HDC-25-90

Historic District
Commission
Status: Active
Submitted On: 11/11/2025

Primary Location

143 S 6TH ST
EASTON, PA 18042

Owner
HELOU FAWZI EL & SAIDEH
FADEL EL
N 10TH ST 302 EASTON, PA
18042

Applicant

Fawzi El Helou
 610-559-4396
 fadelsaideh@gmail.com
 302 N 10th Street
Easton, PA 18042

Internal Use

Meeting needed



City Council Meeting Date

—

Results

—

Certificate of Appropriateness



No File Uploaded

Contact Information

Architectural Features

Description of Proposed Work / Signage:

Description

Roof repairs

Signature

Employee Entered?

Applicant Signature* 

 Fawzi El Helou

Nov 11, 2025

Name of person completing this application.*

Fawzi El Helou





Resolution
of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

**RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS
FOR 444-48 NORTHAMPTON STREET**

Introduced by: Crystal Rose

WHEREAS the Easton Historic District Commission, at its December 8, 2025, meeting reviewed the plans and specifications of Hampton Hotel Inc./Rosa Angelica Sosa Marentes, Owner/applicant, proposal to install vinyl window signage at 444-48 Northampton St.; and

WHEREAS the Commission recommended approval of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa. for review and approval of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., accepts and approves the Certificate of Appropriateness Report dated December 8, 2025, and hereby authorizes the issuance of a Certificate of Appropriateness commensurate with report of the Commission for 444-48 Northampton St., Easton, Pa.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

EASTON HISTORIC DISTRICT COMMISSION

CASE #25-81 – Proposal to install vinyl window signs at 444-48 Northampton St.
OWNER/APPLICANT: Hampton Hotel Inc / Rosa Angelica Sosa Marentes

The Historic District Commission upon motion by Mr. Koorie and seconded by Mr. Guarriello adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to install vinyl window signs at 444-48 Northampton St. was represented by Rosa Angelica Sosa Marentes.
2. The signs will read “Easton, Nutrition Shakes, Loaded Teas, Waffles”.
3. “Easton” will be in blue lettering with a circle motif around it; “Nutrition” will be in yellow lettering and “Shakes, Loaded Teas, Waffles” will be in black lettering.
4. The window lettering will be applied to the angled windows on both sides of the entrance.
5. Hours will be added to the door.
6. The proposed work was unanimously approved.

CU: cu

By: *Christine Hale*

Date of Meeting: December 8, 2025

Title: Historic Consultant



CERTIFICATE OF APPROPRIATENESS

Application No. 25-81

WHEREAS, the Easton Historic District Commission at its December 8, 2025 meeting reviewed the plans and specifications of Hampton Hotel Inc / Rosa Angelica Sosa Marentes, owner/applicant for 444-48 Northampton St., Easton, Pennsylvania for

INSTALLATION OF VINYL WINDOW SIGNS

and recommends that the Easton City Council approve a Certificate of Appropriateness for said work as described in attached report.

WHEREAS, the Easton City Council at its December 24, 2025 meeting accepted the recommendation of the Easton Historic District Commission that a Certificate of Appropriateness be granted for the aforesaid work, and did vote to grant a Certificate of Appropriateness for the aforesaid work;

Now, therefore, on the _____ day of _____, 2025, I, Karen Roscioli, City Clerk, hereby issue this Certificate of Appropriateness for aforesaid work in the name of the Easton City Council.

Karen Roscioli
City Clerk

HDC
Easton, PA Historic District Commission

MEETING OF: 12/8/2025 CASE NO: 3

LOCATION: 444-48 Northampton St

REPRESENTED BY: Michelle + Rosa

Mr(s). _____ MADE THE FOLLOWING MOTION:

"I move that the application of _____

be granted as submitted

appropriate sign

be granted subject to the following conditions:

*Yrs - M - Sat 7-7
8m. 7-3*

add - hrs on door

Add hours on door

sandwich board -

- zoning - not HDC

*temp
"open" sign - flag*

be denied for the following reasons:

Mr(s). Mario SECONDED THE MOTION WHICH

PREVAILED UPON ROLL CALL BY THE VOTES OF THE FOLLOWING MEMBERS:

Diane Haviland ✓

Clay Mitman ✓

Mario Guarriello ✓

Phil Mitman ✓

James Kluge

Chelsea Morrese ✓

Sharbel Koorie ✓

HDC-25-91Historic District
Commission

Status: Active

Submitted On: 11/13/2025

Primary Location

444-48 NORTHAMPTON

ST

EASTON, PA 18042

Owner

No owner information

*Domesticated
2611 Northampton*

Applicant

 Rosa Angelica Sosa Marentes 610-810-6915 angelicamarentes12@gmail.com 3208 Jones Blvd

Easton, PA 18045

Internal Use

 Meeting needed City Council Meeting Date

-

 Results Certificate of Appropriateness

No File Uploaded

Contact Information

I am the*

Tenant

Who is working on the project (select all that apply)

Contractor



Engineer



Architect



Repair

Replace

Alteration

Addition

Demolition

New Construction

Sign/Awning

Completed City Sign Application Number

Other

Architectural Features

Masonry/Brickwork

—

Siding

—

Trim/Decorative Woodwork

—

Roof

—

Dormer/Cupola/Skylight

—

Chimney

—

Gutter/Downspout

—

Eave Cornice/Soffit

—

Name of person completing this application.*

Rosa Angelica Sosa Marentes



SHAKES
LOADED TEAS
WAFFLES

Resolution
of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

**RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS
FOR 149-51 NORTHAMPTON STREET**

Introduced by: Crystal Rose

WHEREAS the Easton Historic District Commission, at its December 8, 2025, meeting reviewed the plans and specifications of 149 Labrador Holdings LLC/Andrew Christie, Owner/applicant, proposal to replace sidewalk cellar doors at 149-51 Northampton St.; and

WHEREAS the Commission recommended approval of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa. for review and approval of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., accepts and approves the Certificate of Appropriateness Report dated December 8, 2025, and hereby authorizes the issuance of a Certificate of Appropriateness commensurate with report of the Commission for 149-51 Northampton St, Easton, Pa.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

EASTON HISTORIC DISTRICT COMMISSION

CASE #25-82 – Proposal to replace sidewalk cellar doors at 149-51 Northampton St.
OWNER/APPLICANT: 149 Labrador Holdings LLC / Andrew Christie

The Historic District Commission upon motion by Ms. Haviland and seconded by Ms. Morrese adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to replace sidewalk cellar doors at 149-51 Northampton St was represented by Catalina Christie.
2. The existing deteriorated wood sidewalk doors will be replaced.
3. The new sidewalk doors will be aluminum diamond plate sidewalk doors in the same location.
4. The new doors will be black in color.
5. Existing vent pipes will be cut into the metal doors. The sidewalk doors are no longer utilized.
6. The proposed work was unanimously approved.

CU: cu

By: *Andrew Christie*

Date of Meeting: December 8, 2025

Title: Historic Consultant



CERTIFICATE OF APPROPRIATENESS

Application No. 25-82

WHEREAS, the Easton Historic District Commission at its December 8, 2025 meeting reviewed the plans and specifications of 149 Labrador Holdings LLC / Andrew Christie, owner/applicant for 149-51 Northampton St., Easton, Pennsylvania for

REPLACEMENT OF SIDEWALK CELLAR DOOR

and recommends that the Easton City Council approve a Certificate of Appropriateness for said work as described in attached report.

WHEREAS, the Easton City Council at its December 24, 2025 meeting accepted the recommendation of the Easton Historic District Commission that a Certificate of Appropriateness be granted for the aforesaid work, and did vote to grant a Certificate of Appropriateness for the aforesaid work;

Now, therefore, on the _____ day of _____, 2025, I, Karen Roscioli, City Clerk, hereby issue this Certificate of Appropriateness for aforesaid work in the name of the Easton City Council.

Karen Roscioli
City Clerk

HDC
Easton, PA Historic District Commission

MEETING OF: 12/8/2025 CASE NO: 4

LOCATION: 149-51 Northampton St

REPRESENTED BY: _____

Mr(s). Diane MADE THE FOLLOWING MOTION:

"I move that the application of _____

be granted as submitted
 be granted subject to the following conditions:
*safety concern.
doors not used
vents will be cut
into metal door.*

be denied for the following reasons:

Mr(s). Chelsea SECONDED THE MOTION WHICH

PREVAILED UPON ROLL CALL BY THE VOTES OF THE FOLLOWING MEMBERS:

Diane Haviland ✓

Clay Mitman ✓

Mario Guarriello ✓

Phil Mitman ✓

James Kluge ✓

Chelsea Morrese ✓

Sharbel Koorie ✓



City of Easton, PA

November 13, 2025

HDC-25-89
Historic District
Commission
Status: Active
Submitted On: 11/7/2025

Primary Location
149-51 NORTHAMPTON ST
EASTON, PA 18042
Owner
149 LABRADOR HOLDINGS
LLC
FARROW LANE 5 ASBURY,
NJ 08802-1164

Applicant
👤 Andrew Christie
📞 908-442-0666
✉️ andychristie@comcast.net
🏡 5 Farrow Lane
Asbury, NJ 08802

Internal Use

✉️ Meeting needed



✉️ City Council Meeting Date

—

✉️ Results

—

✉️ Certificate of Appropriateness



No File Uploaded

Contact Information

Project Description

Repair

Replace

Alteration

Addition

Demolition

New Construction

Sign/Awning

Other

Architectural Features

Masonry/Brickwork

—

Siding

—

Trim/Decorative Woodwork

—

Roof

—

Dormer/Cupola/Skylight

—

Chimney

—

Gutter/Downspout

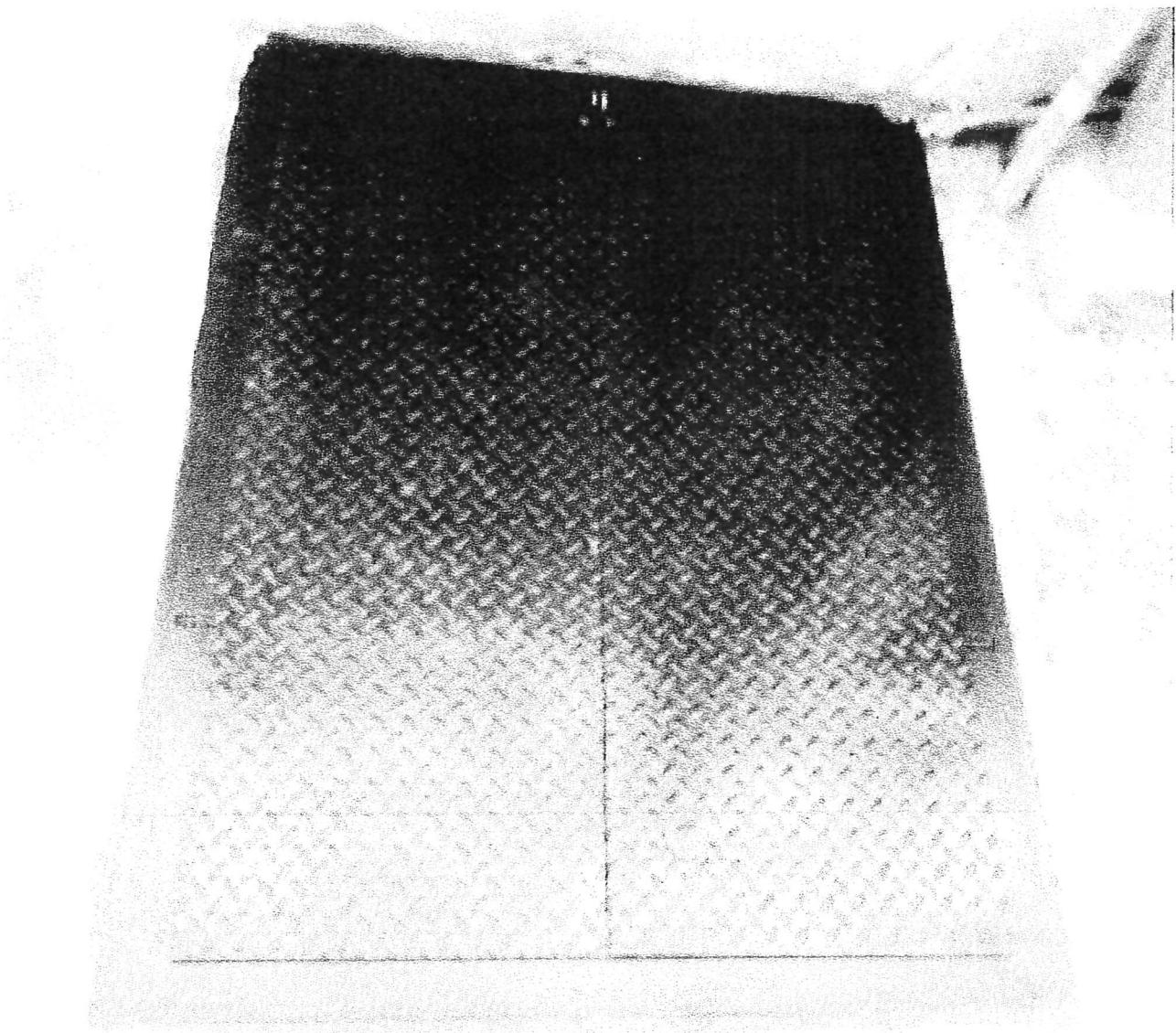
—

Eave Cornice/Soffit

—

Name of person completing this application.*

Andrew Christie





Resolution

of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

RESOLUTION APPROVING A CERTIFICATE OF APPROPRIATENESS FOR 132-142 S. 3RD STREET

Introduced by: Crystal Rose

WHEREAS the Easton Historic District Commission, at its December 8, 2025, meeting reviewed the plans and specifications of Heritage Riverview LP/Bridget Hughes, Owner/applicant, proposal to modify the previously HDC approved privacy details at 132-142 S. 3rd St.; and

WHEREAS the Commission recommended approval of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa. for review and approval of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., accepts and approves the Certificate of Appropriateness Report dated December 8, 2025, and hereby authorizes the issuance of a Certificate of Appropriateness commensurate with report of the Commission for 121-23 N. 3rd St, Easton, Pa.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

EASTON HISTORIC DISTRICT COMMISSION

CASE #25-83 – Proposal to modify the previously HDC approved privacy decals at 132-142 S 3rd St.

OWNER/APPLICANT: Heritage Riverview LP / Bridget Hughes

The Historic District Commission upon motion by Ms. Haviland and seconded by Ms. Morrese adopted the proposal that City Council issue a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to modify the previously HDC approved privacy decals at 132-142 S 3rd St. was represented by Bill Strickland.
2. Zoning determined that the previously approved graphic design with signage at the three locations was too much signage.
3. The graphic design will be modified by replacing the signage with panels of the "inverted color version" as shown and discussed at the meeting.
4. Signage will be addressed separately at a future HDC meeting.
5. The proposed work was unanimously approved.

CU: cu

By: *Bridget Hughes*

Date of Meeting: December 8, 2025

Title: Historic Consultant



CERTIFICATE OF APPROPRIATENESS

Application No. 25-83

WHEREAS, the Easton Historic District Commission at its December 8, 2025 meeting reviewed the plans and specifications of Heritage Riverview LP / Bridget Hughes, owner/applicant 132-142 S 3rd St., Easton, Pennsylvania for

MODIFICATION TO THE PREVIOUSLY HDC APPROVED PRIVACY DECALS

and recommends that the Easton City Council approve a Certificate of Appropriateness for said work as described in attached report.

WHEREAS, the Easton City Council at its December 24, 2025 meeting accepted the recommendation of the Easton Historic District Commission that a Certificate of Appropriateness be granted for the aforesaid work, and did vote to grant a Certificate of Appropriateness for the aforesaid work;

Now, therefore, on the _____ day of _____, 2025, I, Karen Roscioli, City Clerk, hereby issue this Certificate of Appropriateness for aforesaid work in the name of the Easton City Council.

Karen Roscioli
City Clerk

HDC
Easton, PA Historic District Commission

MEETING OF: 12/8/2025

CASE NO: OB 1

LOCATION: 132-142 S 3rd St

REPRESENTED BY: bill

Mr(s). Diane MADE THE FOLLOWING MOTION:

"I move that the application of

be granted as submitted

too much signage

be granted subject to the following conditions:

By Zoning

use

light filtering

"modern, techy"

** inverted color version*

be denied for the following reasons:

Mr(s). Phil Chelsea SECONDED THE MOTION WHICH

PREVAILED UPON ROLL CALL BY THE VOTES OF THE FOLLOWING MEMBERS:

Diane Haviland

/

Clay Mitman

/

Mario Guarriello

/

Phil Mitman

/

James Kluge

/

Chelsea Morrese

/

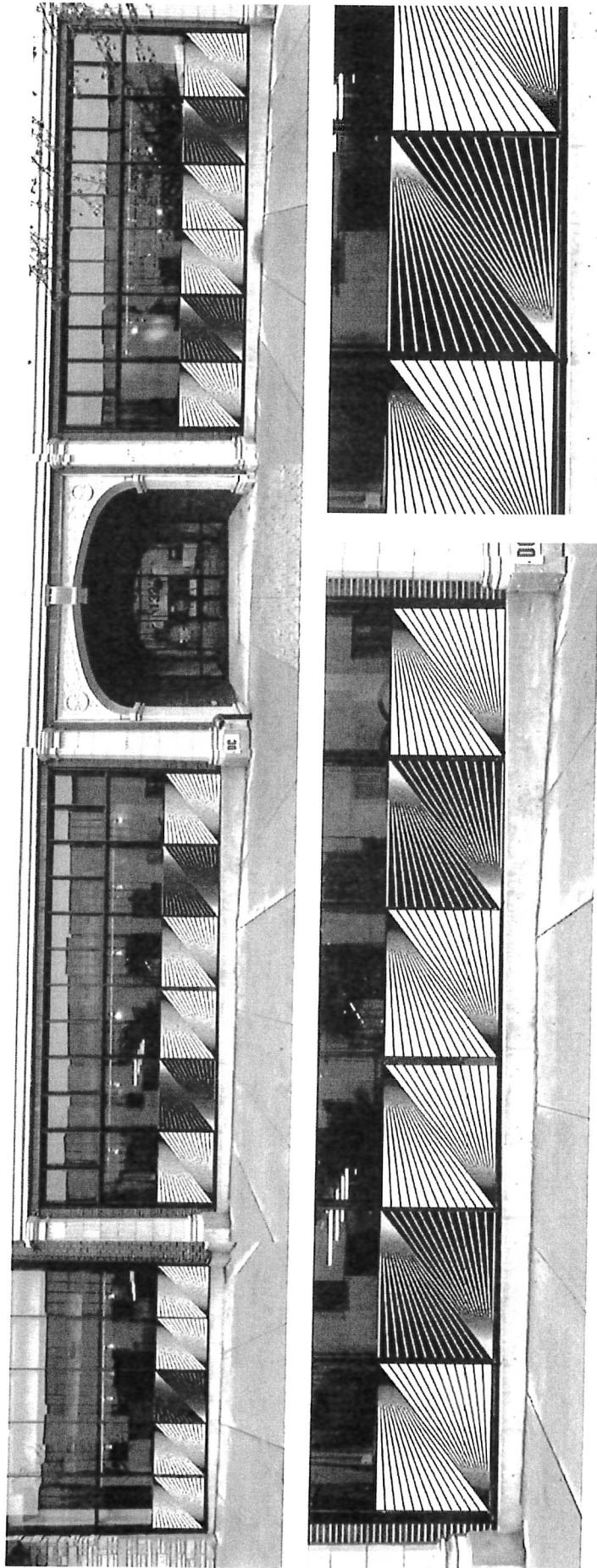
Sharbel Koorie

/

HEARST WINDOW GRAPHICS / Inverted Color Version

HEARST

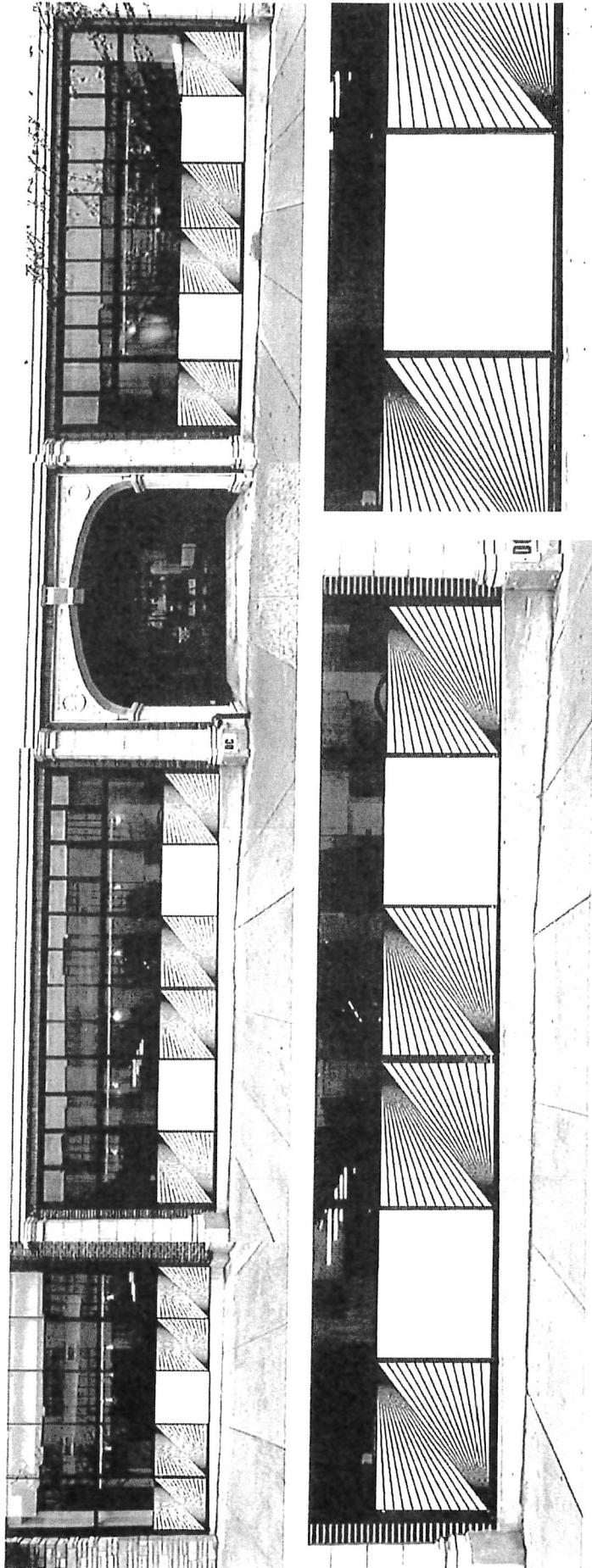
- Separator interrupts pattern with subtlety, while providing continuity with pattern and interior and exterior of building; visibility into building is mixed



HEARST WINDOW GRAPHICS/SIGNAGE

HEARST

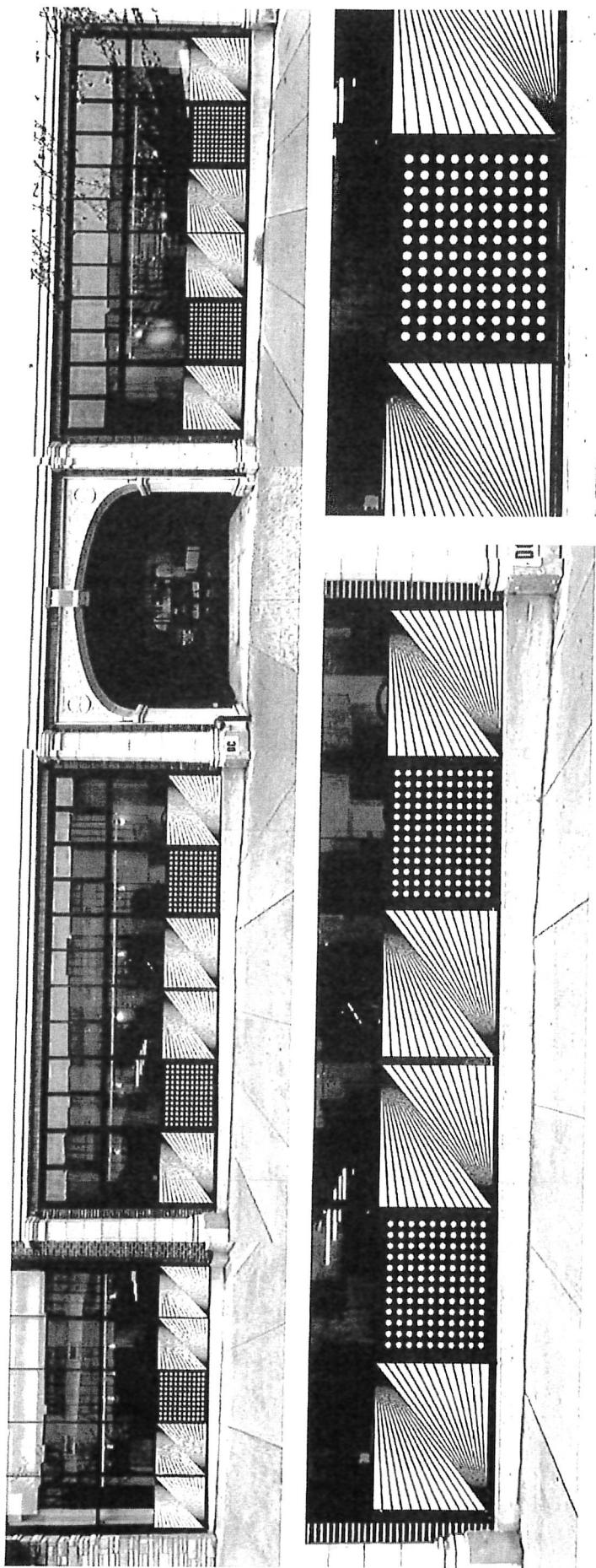
- Spaces to break up the pattern are rearranged to allow a maximum of the same pattern two times in a row compared to the previous version.
- All white separators (This allows minimal visibility through these spaces though feels incomplete).



HEARST WINDOW GRAPHICS/SIGNAGE

HEARST

- Spaces to break up the pattern are rearranged to allow a maximum of the same pattern two times in a row compared to the previous three.
- Black separators with white dots (This adds a starkness which may not be desirable, but will be less severe looking once installed). Black will offer view into the building).



**File of the
Council of the City of Easton, Pa.**

Ordinance No.

SESSION 2026

Bill No. 1

Introduced by: Ken Brown – January 2, 2026

Enacted by Council:

AN ORDINANCE: AMENDING SECTION CHAPTER 285 FEES – 2026 BUDGET

THE CITY OF EASTON HEREBY ORDAINS:

SECTION 1. Sections 285-21, 285-29, 285-42 of the Code of the City of Easton, Pa., be and it is hereby amended to read as per attached Exhibit "A"

SECTION 2. All Ordinances or parts of ordinances inconsistent herewith be, and the same are hereby repealed.

SECTION 3. This ordinance shall take effect 30 days following adoption by Council.

ATTEST: _____

City Clerk _____

Mayor _____

Changes to Chapter 285 – Fees (per 2026 Budget)

§ 285-21. Solid Waste; Recycling, Chapter 500.

- A. Refuse collection fee (§ 500-12A).
 - (1) Family unit: ~~\$43~~ \$41 per month.
 - (2) Senior citizens: 20% discount. (** no change; based on new \$43 rate, this equals \$34.40, up from \$32.80 ***)

§ 285-29. Vehicles and Traffic, Chapter 560.

- B. Stopping, standing and parking, Part 3.
 - (3) Parking meter zone rates: See § 560-58, Meter zones, Table 1 for additional details.
[Amended 4-13-2011 by Ord. No. 5305; 6-22-2011 by Ord. No. 5319]
 - (a) Centre Square, all quadrants: ~~\$2.00~~ \$3.00 per hour with 2-hour limit
 - (b) Unit blocks off Centre Square (1st block on N 3rd, S 3rd, E Northampton, W Northampton): ~~\$3.00~~ \$2.00 per hour with 3-hour limit
 - (c) S 3rd St Parking Lot: ~~\$3.00~~ \$2.00 per hour with 4-hour limit
 - (d) Northampton St Lot (Joseph's): ~~\$3.00~~ \$2.00 per hour with 10-hour limit
 - (e) N 4th St Parking Lot on first floor of Garage: ~~\$2.50~~ \$0.00 per hour with 2-hour limit
 - (f) All others: ~~\$2.75~~ \$1.50 per hour with 3-hour limit unless otherwise noted in § 560-58, Meter zones

§ 285-42. Parking garage fees.

- A. Daily hourly and monthly parking garage fees.
 - (1) Daily fee.
 - (a) South Third Street Garage. ~~5:00 a.m. to 5:00 p.m.: \$2~~ \$2.50 per hour at all times.
 - (b) North Fourth Street Garage. ~~5:00 a.m. to 5:00 p.m.: \$3~~ \$2.50 per hour at all times. Lower level is two-hour parking only, also at \$2.50 per hour.
 - (c) After-hours rate for all garages between the hours of 4:00 p.m. and 5:00 a.m. shall be a rate of \$0.50 per hour.

Resolution
of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

**RESOLUTION APPROVING THE 2026 NON-UNION AND MANAGEMENT
BENEFITS PACKAGE**

Introduced by: Susan Hartranft-Bittinger

RESOLVED, the Council of the City of Easton, Pa., reviewed and approves the Non-Union and Management Administration Benefits Package, as attached hereto for the year 2026.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

Administration Benefits Package
Full Time Non-Union and Management
January 1, 20265

I. Anniversary Date

Your employment date shall be your anniversary date. The relationship of your anniversary date to your benefits is only for sick leave, vacation allowance and pension calculations.

II. Holidays

The City non-union employees will have the same holidays as reflected in the AFSCME collective bargaining agreement:

New Year's Day
Martin Luther King Day
Presidents Day
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve
Christmas Day

III. Vacation and Sick Leave

A. Non-union and Management employees hired on or after January 1, 2013, receive:

- 12 sick days per annum
- 15 vacation days per annum to a maximum of 20 days accrued per schedule
- A maximum of 30 vacation days is allowed to be accrued and carried over per year
- A maximum of 30 accrued vacation days may be credited to the final pay at the time of voluntary or involuntary termination with the city. Any days taken in excess of~~more than~~ days accrued will be deducted from the final pay

- A maximum of one of four sick days, not to exceed 60 sick days, that were accrued from the date of hire and retirement will be credited at the time of retirement from the City of Easton
 - Employees hired after the approval of this Resolution (March 23, 2022) are not eligible to receive a terminal leave payout for unused sick leave.

| B. Non-union and Management employees hired on or after January 1, 2000, to December 31, 2012 receive:

- 15 sick days per annum
- 15 vacation days per annum to a maximum of 20 days accrued per schedule
- A maximum of 50 vacation days will be allowed to be accrued and carried over per year
- A maximum of 50 accrued vacation days may be credited to the final pay at the time of voluntary or involuntary termination with the City. Any days taken in excess of days accrued will be deducted from the final pay
- A maximum of one of three sick days, not to exceed 100 sick days, that were accrued from the date of hire to retirement will be credited at the time of retirement from the City of Easton

| C. Non-union and Management employees hired prior to January 1, 2000 receive:

- 15 sick days per annum
- 15 vacation days per annum to a maximum of 25 days accrued per schedule
- A maximum of 50 vacation days will be allowed to be accrued and carried over per year.
- A maximum of 50 accrued vacation days may be credited to the final pay at the time of voluntary or involuntary termination with the City. Any days taken in excess of more than days accrued will be deducted from the final pay.
- A maximum of one of three sick days, not to exceed 100 sick days, that are accrued from the date of hire to retirement will be credited at the time of retirement from the City of Easton

D. Non-union and Management employees hired pre-January 1, 2000 receive vacation days under the following schedule:

First partial year	1 day per month fronted
1 st through 5 th year	15 days per year
6 th through 10 th year	17 days per year
11 th through 15 th year	19 days per year
16 th through 20 th year	21 days per year
21 st year and over	23 days per year plus 1 additional per year up to a maximum of 25 days

E. Non-union and Management employees hired after January 1, 2000, receive vacation under the following schedule effective January 1, 2013:

1 st partial year	1 day per month fronted
1 st through 3 rd year	1.25 days per month (15 days/yr)
4 th through 5 th year	1.34 days per month (16 days/yr)
6 th through 7 th year	1.42 days per month (17 days/yr)
8 th through 9 th year	1.50 days per month (18 days/yr)
10 th through 11 th year	1.59 days per month (19 days/yr)
12 th year and over	1.67 days per month (20 days/yr)

Employees that have not completed 5 years or more of service with the City are not eligible to receive terminal and vacation payout for accrued unused sick leave or vacation.

If an employee is terminated for-cause they are not eligible to receive terminal and vacation payout for accrued unused sick or vacation time.

IV. Personal Days

Each City employee will receive 3 personal days per year. Personal Days may not be carried over from year to year. These days shall be pro-rated for those commencing employment during the year.

Personal Day Buy Back:

Each employee shall have the option to sell back to the City up to three (3) personal days per year. Each employee shall notify the City HR office in writing by January 1, 20265, of their intent to sell back the days.

Vacation and Personal Days Provision

- A. Vacation and personal days shall be credited in advance. Employees, however, will earn the aforementioned days on a per month basis.
- B. Vacation and Personal days may be granted at any time during each year unless, in the supervisor's/director's determination, the vacation time would impair the City's business operations.

V. Sick Leave

- A. Sick days shall be earned and accrued monthly
- B. Sick leave may not be used in advance of accrual except when an employee request advanced used to the City Administrator, and it is approved.
- C. Employees must submit a medical excuse from their doctor prior to the start of work on the day returning, for three (3) or more consecutive sick days used or anyone (1) sick day used before or after a holiday.
- D. If the employee is using more than 2 weeks of sick days consecutively for a known procedure or sickness, they must provide HR with a medical note and duration of time they will be missing within the first two (2) weeks of missed time.

VI. Life Insurance

The City provides each employee with one time base their salary. Employees that make less than \$50,000 will receive \$50,000 in life insurance. NewAll employees may purchase additional group life insurance which is portable. This benefit is for all full time employees that work 30 hours or more a week.

VII. Healthcare

The City of Easton provides healthcare through the City of Easton Healthcare Plan administered by Capital Blue Cross. The two plans offered are the PPO Plan and an HDHP with an HSA account. The plan details are as follows:

Employees have the right to opt out of health insurance coverage and contributions towards premiums only if they provide acceptable proof of other coverage. Proof of other health insurance must be provided to the City prior to opting out of a City provided health insurance plan.

A. Capital Blue Cross PPO

Co-share*

Single: ~~\$50 per pay period (2024 \$960/year to 2025 \$1200/year)~~
Family: ~~\$100 per pay period (2024 \$1800/year to 2025 \$2400/year)~~

Employee \$80 per pay period

Employee + Child(ren) \$90 per pay period

Employee + Spouse \$100 per pay period

Family \$110 per pay period

The deductible for PPO

Single policy is ~~\$11000~~

Employee + Child \$1900

Employee + Spouse \$2100

Family policy is \$22000 for in-network.

Co-pay

Primary Care: ~~\$3025~~

Specialist: ~~\$3530~~

Urgent Care: ~~\$6040~~

Telemedicine Virtual With Capital Blue : ~~\$2530~~ for PCP/~~\$3035~~ for Specialist

Emergency: ~~\$300 (waived if admitted)~~

Pharmaceutical

Rx Retail: ~~\$8/\$40/\$70 generic/preferred/non-preferred (31 day supply)~~

Mail Order: ~~\$10/\$70/\$90 generic/preferred/non-preferred (90-day supply)~~

B. Capital Blue Cross HDHP with HSA

Co-share*

~~\$0~~

Co-Pay & Pharmaceutical

~~\$0~~

The deductible for a single policy is ~~\$2100000~~ and family policy is ~~\$4100000~~ for in-network. After the deductible is met, 100% of the insurance is covered with no co-pays for either doctor or prescription coverage.

The City will contribute semi-annually ~~for~~ to individuals electing this plan with the first installment being in January, and the second in July.

For 20256 the City contribution amount as a one-time incentive for participation in the HSA as follows:

Single: \$1,000

Family: \$2,000

C. *Wellness Guidelines

The employee must meet all of the wellness guidelines in order to receive the listed co-share for both the PPO and the HDHP for the following year. If these guidelines are not met, the co-share amount goes to \$100160 for single, \$180 for employee + child(ren), \$200 for Employee + Spouse and / \$220200 for family per pay for the PPO, \$10080 for single / \$\$200150 for family for the HDHP.

Guidelines

- Employee Yearly Physical exam following the guidelines from the Capital Preventive Schedule tied to age and gender
- Blood Screenings, which follows the preventive schedule tied to age and gender
- ~~Health Risk Assessment administered by Healthy Rewards, a third-party vendor in which the City does not see any Medical information from the Employee.~~

If the new employee is hired on or after August 1, 20265, they are exempt from the Wellness Guidelines for that year.

Special Circumstances- Wellness Program requirements and surcharges shall not apply to 1) an employee's spouse in cases where the employee certifies that there is a legal separation or pending divorce; 2) abnormal or exceptional circumstances where the employee or spouse is unable to comply.

D. Opt-Out Rights and Payment

Employees shall have the right to opt out of health insurance coverage and contributions towards plan costs only if they provide acceptable proof of other coverage. An employee who opts-out of health insurance coverage shall be paid \$1,500 per Plan year. The opt-out payment shall be prorated if an employee opts out for less than a full Plan year. Proof of other health insurance must be provided to the City prior to opting out of a City provided Medical Plan.

E. Dental

The City of Easton provides dental insurance through the City of Easton Dental Plan administered by Delta Dental using their network of dentists. The annual program maximum is \$1500.00 (pp) excluding class 1 services and orthodontics. The maximum orthodontic benefit is \$1500.00 (pp) per lifetime.

F. Vision

The City of Easton provides vision insurance through the plan offered by the City's third-party administrator of Capital Blue Cross to all applicable employees and their dependents. Beginning in 2026 the Administration will provide each employee and their dependents with annual (every 12 months) eye exams and replacement glasses.

G. Flexible Spending Accounts

The City provides employees with the annual option to enroll in a flexible spending account for medical and childcare expenses. The plan is established according to IRS regulations and administered by The Harrison Group.

VIII. Wellness Program

A. Gym Membership

The City will reimburse any full-time non-union employee \$250.00 for an individual and \$500.00 for a family per year for a gym membership with proof of the employee/spouse attending the gym two times a week or 104 times a year. In order to receive [the reimbursement](#) from the City by December 31, 20265, the employee for an individual membership and the employee and spouse for the family membership must submit proof of the required attendance by either a certified letter from their gym attesting to the employee's (and spouse's) attendance or have a copy of the registered attendance from the gym. Reimbursement will be paid out by January.

B. Running Events

The City will sponsor two (2) running events in the City for any employee who wishes to participate. The City will pay for the registration cost of a group of five (5) or more employees for the two selected runs. The running event must begin or end within the City of Easton boundaries. Suggestions are welcomed and final approval will be made by the Human Resources Department.

C. Freedom from Smoking Program

The City shall arrange, through its health care provider, a program to assist employees who want to stop smoking. Employees who successfully complete the program shall receive a three hundred and fifty dollars (\$350.00) VISA gift card. Employees may access full information about these benefits and the requirements related to these benefits through the City's Human Resources Bureau.

IX. Family Medical Leave (FMLA)

The City pursuant to the Family Leave Act of 1993 and its amendments offers family medical leave to all non-union and management employees with the exception of the Mayor.

X. Short-Term Disability Benefits

Effective March 1, 2022, employees who have been employed by the City for at least one year shall be covered by a short-term disability benefit plan. The coverage shall provide up to twenty-four (24) weeks of benefits per claim at sixty percent (60%) of an employee's base salary (up to a maximum weekly benefit of \$2,000) for a qualifying illness, condition, or injury. [Short term disability benefits commence on the fifteenth calendar day of disability.](#) Employees may elect, but shall not be required, to use

their sick leave before receiving short-term disability benefits. Employees may elect, but shall not be required, to use their sick leave to compensate for the residual loss of base salary income while receiving short-term disability benefits, up to a 100% amount of their pre-disability salary with the City.

This benefit shall not apply to part-time employees whose normal work schedule is less than thirty (30) hours per week.

Employees may access full information about this benefit and the requirements through the City's Human Resources Bureau.

XI. Long-term Disability Insurance

The City offers long term disability insurance at no cost to the employee. Refer to the plan for further details.

XII. Parental Leave

All employees with at least twelve (12) consecutive months of paid service shall be granted four (4) weeks of paid parental leave after the birth of a child or children, or upon taking custody of an adopted child or a foster child under the age of 18. Paid parental leave will be taken consecutively during the six-month period immediately following the birth of a child or the date the employee assumes custody of the child. If both parents are City employees, their parental leaves must be consecutive and not concurrent. Employees may submit special requests to use their parental leave intermittently, through reduced schedules, or other alternative arrangements. All such requests must be approved by the City Administrator. Paid Parental Leave may be taken separately from FMLA leave.

XIII. Workers Compensation

- A. The City provides Workers' Compensation to all employees and shall follow the rules, regulations, and provisions of the Pennsylvania Workers' Compensation Act of 1915. In the event an employee is injured performing a work-related function, the injury must be reported by completing the Workers Compensation Injury Report Packet, which includes the injury report, the panel of doctors the City has established, and the Notification to employees of their rights and duties under the PA Workers' Compensation Act form.
- B. The rate of pay which the City will use for all non-union employees is determined by the Pennsylvania Workers' Compensation Act is 66 2/3% of the employee's regular base wages up to the statewide maximum which changes annually.

XIV. Pension Plan

The City offers a pension plan to all full-time employees. The plan administered through the Pennsylvania Municipal Retirement System (PMRS) is a hybrid of a defined benefit and defined contribution. The employee contribution is a minimum of 4%, which is pre-taxed. Employees may contribute up to an additional 20% of their salary, which is post-tax. All employees are provided with a copy of the plan when hired.

XV. Bereavement Leave

- A. In the event of a death of an immediate family member of an employee, the employee shall be granted up to four working days off. The immediate family shall be defined a spouse, children and stepchildren, mother, father, stepmother, stepfather, brother and sister of the employee, mother and father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.
- B. The City may grant funeral leave for the day of the funeral for an aunt, uncle, sister-in-law and brother-in-law and stepbrother or step sister. Additional bereavement leave may be granted through a request to the Human Resource Manager or City Administrator.

Resolution

of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

RESOLUTION APPROVING A FOUR-YEAR LABOR AGREEMENT BETWEEN THE CITY OF EASTON AND AFSCME AFL-CIO LOCAL 447

Introduced by: Susan Hartranft-Bittinger

RESOLVED, that the Council of the City of Easton, Pa., has reviewed and approves a Four-Year Labor Agreement, (January 2026 through December 2029), copy attached hereto, between the City of Easton, Pa., and the American Federation of State, County and Municipal Employees (AFSCME) AFL-CIO Local 447.

BE IT FURTHER RESOLVED that Council authorizes the Mayor and City Controller to sign said Agreement, on behalf of the City.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

AGREEMENT
BETWEEN
CITY OF EASTON, PENNSYLVANIA
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO, LOCAL 447

JANUARY 1, 2026 THROUGH DECEMBER 31, 2029

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AGREEMENT

THIS AGREEMENT ("Agreement"), effective the first (1st) day of January 2026 is between the CITY OF EASTON, PENNSYLVANIA, a Municipal Corporation, hereinafter referred to as the "City," and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, LOCAL 447, hereinafter referred to as the "Union" or "Local 447."

THIS AGREEMENT shall apply to all non-uniformed employees of the City of Easton referred to in Article I.

WITNESS TO

The parties hereto, in consideration of their mutual interests and desires to establish and attain mutual understanding in connection with all matters relating to pay, non-salary benefits and working conditions agree as follows:

ARTICLE I **UNION RECOGNITION**

The City recognizes the Union as the sole collective bargaining agent for all City employees except the following:

1. Elected and appointed City Officials;
2. Sworn members of the Police and Fire Departments; and
3. Supervisors, professional employees and confidential employees as defined in the Pennsylvania Public Employe Relations Act of 1970, Act No. 195.

ARTICLE II **MANAGEMENT RIGHTS**

The City retains the right to manage its business including, but not limited to, the right to hire, promote, direct the work force, retain, suspend, discharge, transfer and assign employees temporarily for a period not to exceed two (2) weeks unless mutually agreed upon by the affected employee, and/or to take other disciplinary action except where expressly abridged by a specific provision of this Agreement and/or limitations set forth in applicable State or Federal laws.

ARTICLE III BARGAINING UNIT WORK

A. All bargaining unit work shall be performed by bargaining unit employees except in cases of emergency, or, in cases where the work performed is negligible, consistent with past practice. Nothing in this Section A shall prevent the parties from entering into written agreements to allow temporary work to be performed by student interns and others.

B. Bargaining unit work shall not be subcontracted out except in cases of: emergency; the unavailability of the required equipment or personnel with requisite expertise to perform the work; insufficient manpower due to the size of the project, or; where otherwise agreed to by the Union. In no case shall subcontracting result in layoffs or the reduction of employees' hours or overtime; nor shall subcontracting out be used to limit the size of the bargaining unit. The City shall notify the Union prior to subcontracting any bargaining unit work under this Section B.

ARTICLE IV UNION BUSINESS

A. Consistent with the public interest, and with the permission of the City Administrator or their designee, the City agrees that Union representatives shall, without loss of pay, be allowed to investigate and process grievances, attend negotiation meetings, and consult with City representatives concerning the enforcement or interpretation of any provisions in the Agreement.

Union representatives shall be given reasonable time to perform Union business with the prior consent of the City Administrator or their designee. Such approval shall not be denied unless the time requested by the representative or representatives would adversely affect the operation of the department in which the representative(s) work.

B. When the Union and the City negotiate changes in contractual terms and conditions of employment, the City, upon request, shall release a maximum of seven (7) members of the negotiating team from duty with pay to attend meetings for contract negotiations with the City.

C. Two Union members will be given one (1) day off with pay once a month to attend District Council 33 meetings. Those two Union members plus alternates from the Executive Board shall be identified by name to the City Administrator at the beginning of each calendar year. The number of alternates for attendance at District Council 33 monthly meetings shall be five (5). More than one Union Member may be given off from each Bureau to attend District Council 33 monthly meetings so long as the work of the Bureau is unaffected.

ARTICLE V
WAGES

A. Wage and Salary Schedule. The Wage and Salary Schedule for bargaining unit employees is attached hereto as Appendix A.

B. All employees shall receive the following salary or hourly wage increases:

Effective January 1, 2026: 3% wage increase*

Effective January 1, 2027: 3% wage increase

Effective January 1, 2028: 3% wage increase

Effective January 1, 2029: 3% wage increase

*Employees shall receive retroactive pay to January 1, 2026, in a separate check during the payroll period immediately following the payroll period during which this Agreement is approved by City Council.

All current Clerk I and Clerk II employees shall, upon City Council's approval of this Agreement, have their titles changed to Clerk III and be paid Clerk III wage rates from that date forward. Retroactive pay for Clerk I and Clerk II employees who convert to Clerk III shall be paid at the applicable Clerk I or Clerk II wage rate.

C. Foremen. The annual salary of outside foremen shall at least be equal to the annual salary of inside foremen.

D. Department of Code Enforcement - Licensure Stipends. The Licensure Stipend of \$1,000 per certification (with the exception of the Property Maintenance Certification) earned by non-clerical Codes Department bargaining unit employees (i.e. all Code Officer or Inspector related titles) set forth in Appendix A, shall remain in effect for all employees who held those titles as of December 31, 2017.

For employees who acquire those titles on or after January 1, 2018, the following Licensure Stipend terms and compensation shall apply:

1. Licensure Stipends shall be paid for those certifications which relate to the work performed for the City (with the exception of the Property Maintenance Certification), and must be approved by the Codes Department Director.
2. The stipends for residential certifications shall be \$1,000 per certification, and

the stipends for commercial certifications shall be \$2,000 per certification. However, stipends shall be capped at \$2,500 per trade. For example, the stipend for the Residential Plumbing Inspector Certification alone shall be \$1,000, and the stipend for the Commercial Plumbing Inspector Certification alone shall be \$2,000. However, a Code Officer/Inspector who possesses both the Residential Plumbing Inspector Certification and the Commercial Plumbing Inspector Certification shall receive a maximum stipend of \$2,500 for both certifications.

The Licensure Stipends, though not built into employees' salaries, shall continue to be incorporated into the gross pay of all Code Officers/Inspectors, and shall take effect on the date the certification is earned.

E. Bureau of Motors. A Mechanic II classification shall be added to the Bureau of Motors. The salary for the Mechanic II title shall be equivalent to that of a Foreman. The current Mechanic title shall be reclassified as Mechanic I. Any Mechanic in the Bureau of Motors who currently holds, or who subsequently earns, a Ford Master Technician Certification, shall be classified as Mechanic II. An employee classified as Mechanic II shall be required to maintain the certification in order to retain the Mechanic II title. The City shall pay the cost of maintaining Ford Master Technician Certifications.

Effective January 1, 2022, Bureau of Motors employees who hold the certification(s) below shall be paid the following annual stipend(s):

- Emergency Vehicle Technician (EVT) Certification - \$750.00 per year
- Automotive Service Excellence (ASE) Certification - \$750.00 per year

F. Bureau of Highway – Class A Commercial Driver's License Stipend. Effective January 1, 2026, a Highway Bureau employee who holds a Class A Commercial Driver's License (CDL) shall be paid an annual stipend of \$850.00, subject to the following condition: The City shall not be required under this Section to provide more than eight (8)CDL stipends at a time. If more than eight (8) Highway Bureau employees possess a Class A CDL at a given time, the eight (8)employees with the most Highway Bureau seniority shall be paid the stipends. Once an employee has earned and been properly issued the CDL stipend it cannot be revoked based on seniority.

G. Bureau of Distribution and Collection Systems – Department of Environmental Protection Class E (Collections System) License Stipend. Effective January 1, 2026, Bureau of Distribution and Collection Systems employees who hold a Department of Environmental Protection Class E (Collections System) License shall be paid an annual stipend of \$850.00.

H. If an employee holds a certification or license for less than a year, or otherwise qualifies for a stipend for less than a year, the stipend amount shall be pro-rated.

I. **Payroll Periods and Paydays.** Effective January 1, 2013, the City may change from bi-weekly paydays to regular paydays on the 15th and last business day of each calendar month. Where the scheduled payday is not a regular business day for the City, payday shall be the immediately preceding business day. For payroll purposes, the work week for all employees other than the operators employed at the Wastewater Treatment Facility begins on Wednesday and ends on Tuesday. The work week for Wastewater Operators begins Monday and ends Sunday.

J. **Payroll and Overtime Schedules.** Regular payroll and overtime schedules shall be provided in December for the subsequent calendar year for the purpose of setting forth regular and overtime payroll periods.

K. **Direct Deposit.** There shall be direct deposit of all checks. Pay stubs or earnings statements shall be issued for all deposited checks.

L. **Vacation, Sick Leave and Personal Day Breakdowns.** Employees shall have access through an on-site City computer and remotely, to breakdowns of their own sick, vacation and personal days, which shall be continuously updated by the City. The breakdowns shall include itemized lists of the employee's vacation, personal and sick days, their respective annual starting and carryover (if applicable) amounts, amounts used to date in a given calendar year, and the dates used.

ARTICLE VI VACATIONS

A. Bargaining unit employees employed as of January 1, 1987 will receive vacation pay during the term of this Agreement in accordance with the following schedule:

First partial year	1 day per month earned
Start first year through 5 th year	15 work days per year
Start 6 th year through 10 th year	17 work days per year
Start 11 th year through 15 th year	19 work days per year
Start 16 th year through 20 th year	21 work days per year
Start 21 st year	23 work days per year plus 1 addition day per year up to a maximum of thirty (30) days.

Vacation days shall be earned and accrued monthly at the rate as set forth in the above scheduled divided by twelve (12).

B. Bargaining unit employees employed after January 1, 1987 will receive vacation with pay during the term of this Agreement in accordance with the following schedule:

First partial year	1 work day per month to a maximum of 10 work days
Start 1 st year through 2 nd year	10 work days per year
Start 3 rd year through 5 th year	13 work days per year
Start 6 th year through 9 th year	15 work days per year

Start 10 th year through 14 th year	17 work days per year
Start 15 th year through 19 th year	20 work days per year
Start 20 th year and over	21 work days per year

Vacation days shall be earned and accrued monthly at the rate as set forth in the above schedule divided by twelve (12).

C. All vacation days shall be credited in advance on January 1 of each year. Effective January 1, 2022, vacation days shall be credited in advance for the first partial year of employment. In the event an employee's service with the City is terminated during the course of the year, the employee's last pay will include pay for any vacation days accrued but not taken. Pay for any vacation days taken in excess of those earned will be deducted from the last pay.

Employees hired on or after January 1, 2026, will not be eligible for vacation payout in the event of termination until they complete 5 years of service with the City, although vacation days will still accrue in the normal manner.

D. Employees employed before January 1, 2018, shall be permitted to accumulate and hold up to a total of fifty (50) days between calendar years. Employees hired on or after January 1, 2018, shall be permitted to accumulate and hold up to a total of thirty (30) vacation days between calendar years.

E. Employees will be given an opportunity to schedule vacation during the following three (3) periods for the calendar year:

- the first two (2) weeks of January;
- the first two (2) weeks of May;
- the first two (2) weeks of September.

These vacations will be granted based upon bureau seniority or where no bureau exists, by departmental seniority. Once these vacations are scheduled, bumping by seniority shall not be permitted. All other vacation requests will be granted on a first come-first served basis. In the event that more than one employee requests vacation on the same day for the same day(s) off, those requests will be granted by seniority. In order to provide for the efficient delivery of City services, the City shall determine and promulgate prior to January of each contract year, for each bureau, Minimum Manning Levels indicating the maximum number of employees that can be scheduled off for purposes of selection of vacation and/or personal days.

F. At least one (1) week's notification by an employee to such employee's supervisor will be required for any vacation in excess of two (2) days. Vacations in excess of two weeks (four weeks maximum) and given thirty (30) days notification of vacation request, shall be approved by the supervisor if the leave does not affect operations of that department.

G. In the case of vacations for periods of one (1) day or two (2) days in duration, the employee's supervisor must be notified at least twenty-four (24) hours in advance. However, in

cases of emergency, and where an employee has used up his accrued number of personal days, the twenty-four (24) hours' notice requirement shall be waived. In such cases, the employee may notify his supervisor at any time up to the beginning of the shift on which the employee will be taking vacation. In addition, for vacation requests for one (1) day or two (2) days following the employee's regularly scheduled day(s) off only, the employee must make the request at least twenty-four (24) hours in advance by leaving a message for the employee's supervisor. The message shall include the employee's name, telephone contact number(s) where they can be reached within the next four (4) hours, and the specific date(s) they are requesting. In the event that the supervisor does not respond within four (4) hours after the request has been made, the request for days off shall be deemed to be granted. In all cases, such vacation time shall not be denied unless, in the supervisor's determination, the vacation time would impair the City's business.

H. Vacation of one-half (½) day may be granted within the discretion of the Department Director or his or her designee; and, in emergencies within the discretion of the Bureau Supervisor. Such vacations shall not be granted if the Department Director and/or the Bureau Supervisor determine it will impair the efficient operation of the City's business. Requests for vacations of one-half (½) day, may be made at any time by an employee, subject to the conditions of this Section G.

I. Supervisors or Directors shall give timely responses to all vacation requests. Supervisors or Directors shall make a good faith effort to accommodate vacation requests for time off during periods when adequate staffing levels are not met.

ARTICLE VII HOLIDAYS

A. The City agrees to recognize the following paid holidays during the term of this Agreement:

- 1.** New Year's Day
- 2.** Martin Luther King's Birthday
- 3.** Presidents Day
- 4.** Good Friday
- 5.** Memorial Day
- 6.** Juneteenth
- 7.** Independence Day
- 8.** Labor Day
- 9.** Veterans Day
- 10.** Thanksgiving Day
- 11.** Day After Thanksgiving
- 12.** Christmas Eve
- 13.** Christmas Day

B. When Christmas Eve falls on a Saturday or Sunday, then Friday will be the celebrated paid

day off. When Christmas falls on a Saturday or Sunday, then Monday will be the celebrated paid day off. When New Year's Day falls on a Saturday, then Friday will be the celebrated paid day off. When New Year's Day falls on Sunday, then Monday will be the celebrated paid day off.

C. Employees who work on the day of a holiday set forth in this Agreement shall receive holiday pay notwithstanding the fact that the holiday may be observed on their regularly scheduled day off.

D. Employees who work on any one or all of the days designated by the City as a "holiday" set forth in Section A shall receive time and one-half for all hours worked during that day. In addition, such employees will either elect to be paid eight (8) hours at their base rate of pay for the holiday just worked or elect to take an alternate holiday off at a later time and be paid eight (8) hours at their base rate of pay. Employees who opt to be paid for the holiday, in addition to their premium pay for working the holiday, will not be entitled to take an alternate holiday. Alternate holidays must be taken within twelve (12) months but not more than two (2) such days in any calendar month. All such alternate holidays are subject to management's approval, which shall be based upon the reasonable needs and efficient operation of the City. Break shifts (which shall be defined as days on which Wastewater Operators are assigned scheduled overtime) and scheduled overtime will not be permissible as choices for alternate holiday dates. Alternate holidays shall be taken on the days requested by the employee, subject to the conditions of this Section A. Wastewater Treatment Operators who are scheduled to work on Thanksgiving, Christmas Eve or Christmas Day, shall be paid at two (2) times their regular rates of pay for all time worked on these holidays.

E. Employees who work rotating shifts, and whose regularly scheduled day off falls on one of the days designated by the City as a "holiday" set forth in Section A, will be entitled to either choose that day off as the employee's "holiday" and receive eight (8) hours pay at the employee's base rate of pay for that day or elect to take an alternate holiday off at a later time and be paid eight (8) hours at the employee's base rate of pay. Employees who opt to be paid for the holiday on their scheduled day off will not be entitled to take an alternate holiday. Alternate holidays must be taken within twelve (12) months but not more than two (2) such days in any calendar month. All such alternate holidays are subject to management's approval which shall be based upon the reasonable needs and efficient operation of the City. Break shifts (which shall be defined as days on which sewer plant operators are assigned scheduled overtime) and scheduled overtime will not be permissible as choices for alternate holiday dates. Alternate holidays shall be taken on the days requested by the employee subject to the conditions of this Section E. When the day designated as a holiday falls on an employee's scheduled day off, the eight (8) hours for that holiday will not count towards forty (40) hours worked in the week for overtime purposes.

F. Employees who have been employed by the City for forty-five (45) days shall be entitled to receive holiday pay for any of the holidays set forth in Section A above.

G. Personal Days. Each bargaining unit employee shall be entitled to three (3) personal days annually. Said personal days may be taken at times requested by the employee. Personal days shall be earned and accrued at the rate one (1) day per four (4) months of employment. All

personal days shall be credited in advance on January 1 of each year. Effective January 1, 2022, personal days shall be credited in advance for the first partial year of employment. In the event an employee's service with the City is terminated during the course of the year, the employee's last pay will include pay for any personal days accrued but not taken. Pay for any personal days taken in excess of those earned will be deducted from the last pay.

Personal days shall require notice to the Department Director and may be taken at times requested by the employee taking into account Minimum Manning Levels. With the approval of the employee's supervisor, which shall not be unreasonably withheld, personal days may be taken in one-half (½) day increments Personal days shall not be carried over from year to year.

ARTICLE VIII LONGEVITY PAY

A. Employees shall be entitled to longevity pay after five (5) years of continuous service. Effective January 1, 2026, longevity pay will be calculated on the base rate of \$45,000 and determined by length of service, and shall be paid according to the following schedule:

<u>Number of Years Worked</u>	<u>Percentage</u>	<u>Longevity Payment</u>
5 through 9	2	\$900
10 through 14	4	\$1,800
15 through 19	6	\$2,700
20 through 24	8	\$3,600
25+	10	\$4,500

B. The accrued longevity pay shall be issued to employees by the Wednesday before Thanksgiving of each calendar year except when emergencies arise which are beyond the City's control. An eligible employee whose anniversary date occurs after the date the longevity pay is issued but before the end of the year, shall receive longevity pay.

C. The longevity pay shall accrue as of the anniversary date of hire. If an employee terminates employment with the City, longevity pay due to the date of termination shall be paid with the employee's final payroll check.

ARTICLE IX MEDICAL & HOSPITALIZATION AND OTHER INSURANCE BENEFITS

The City agrees to continue to provide all health and insurance benefits set forth in this Article, and to pay the premium costs associated with such coverage except for the employee contributions and/or deductibles outlined below. The City will comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). For purposes of this Article, the term "dependents" shall include the employee's spouse and children or those with equivalent status under the Plans, or under law.

A. Medical and Hospitalization Health Insurance Plans (“Medical Plans”)

Basic information regarding the City’s Medical Plans is set forth below. The Medical Plans in effect for the term of this Agreement are identical to the Medical Plans in effect as of December 31, 2025, except as modified below. Employees may access full information about the Medical Plans through the City’s Human Resources Bureau.

Federal rules may prohibit an employee from enrolling in the HDHP/HSA under certain limited circumstances. Employees interested in enrolling in the HDHP/HSA Plan should consult with the City’s Human Resources Bureau regarding eligibility requirements.

The term “Plan year” under this Article shall mean the applicable calendar year. Each calendar year represents one (separate) Benefit Period.

The City agrees to provide the following Medical Plans, to employees covered by this Agreement and their dependents:

1. City of Easton AFSCME PPO BLUE Insurance Plan Administered by Highmark Blue Shield.

The City of Easton AFSCME PPO BLUE Insurance Plan administered by Highmark Blue Shield (the “PPO Plan”) shall provide equal or better benefits and coverage than the PPO Plan in effect under the terms of the parties’ collective bargaining agreement ending December 31, 2017, with the exception of the deductibles set forth in the PPO Plan.

a. PPO PLAN In-Network Co-Pays. The following in-network co-pays shall be paid by employees for medical visit under the PPO Plan:

	<u>Primary Dr.</u>	<u>Specialist</u>	<u>URGI</u>	<u>Emerg. Room</u>	<u>Virtual</u>
2026 through 2029	\$30	\$35	\$60	\$150	\$15

b. Employee Contributions to PPO Plan Costs.

Effective January 1, 2026, the following contributions to PPO Plan costs shall be paid by employees:

Employee Employee + Child(ren) Employee + Spouse Family

2026	\$30/pay (\$720/year)	\$40/pay (\$960/year)	\$45/pay (\$1,080/year)	\$50/pay (\$1,200/year)
2027	\$30/pay (\$720/year)	\$40/pay (\$960/year)	\$45/pay (\$1,080/year)	\$50/pay (\$1,200/year)
2028	\$35/pay (\$840/year)	\$45/pay (\$1,080/year)	\$50/pay (\$1,200/year)	\$55/pay (\$1,320/year)
2029	\$40/pay (\$960/year)	\$50/pay (\$1,200/year)	\$55/pay (\$1,320/year)	\$60/pay (\$1,440/year)

These contribution rates shall apply to all employees covered by the PPO Plan who meet the annual requirements set forth in the Wellness Program below.

The employees' contributions to PPO Plan costs shall be paid on a pre-tax basis.

- c. PPO Plan In-Network Deductibles. The PPO Plan shall have an annual in-network deductible as follows:

	<u>Employee</u>	<u>Employee + Child(ren)</u>	<u>Employee + Spouse</u>	<u>Family</u>
2026	\$375	\$700	\$725	\$725
2027	\$400	\$700	\$725	\$750
2028	\$425	\$725	\$750	\$775
2029	\$425	\$725	\$750	\$775

After the deductible is met, the PPO Plan shall pay 100% for in-network covered services beyond the co-pays referenced in subparagraphs a. and f. of this paragraph 1.

- d. PPO Plan Out-of-Network Deductibles. The PPO Plan shall have an annual out-of-network deductible as follows:

2026 through 2029	Single \$1,000	Non-Single \$2,000
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e. PPO Prescription Plan. The City agrees to provide its present prescription plan administered to employees covered by this Agreement and their dependents. The City agrees that the Prescription Plan shall provide benefits and coverage that are equal to or better than those provided by the prescription plan which was in effect under the terms of the parties' collective bargaining agreement ending December 31, 2021, except as modified below. The City may substitute another PPO prescription plan which provides equal or better benefits and coverage.

Retail and Mail Order prescription co-pays under the PPO Prescription Plan will be as follows:

Retail Prescription Drug Co-Pays (30/60/90 Day Supply)

- Generic prescription drug - \$8/\$16/\$24
- Formulary prescription drug -\$40/\$80/\$120
- Non-Formulary prescription drug - \$60/\$120/\$180

Effective April 1, 2022 – PPO Plan Specialty Drugs: The co-insurance for all specialty medication, for a 30-day supply, will be 10% with a maximum out-of-pocket cost of \$120.00. Any employee who is using a medication which falls into this category as of April 1, 2022, will still pay the contract rates (grandfathered) as indicated in the parties' predecessor Agreement which expired on December 31, 2021

Effective January 1, 2025 - Retail Prescription Drug Co-Pays (30/60/90 Day Supply)

- Generic prescription drug - \$8/\$16/\$24
- Formulary prescription drug -\$45/\$90/\$135
- Non-Formulary prescription drug - \$70/\$140/\$210

Mail Order Prescription Drug Co-Pays (90 Day Supply)

- Generic/Formulary /Non-Formulary: \$20/\$85/\$95

The City will provide employees with information about ordering prescriptions by mail.

f. PPO Plan - Maximum In-Network Out-of-Pocket Expenses. The annual maximum out-of-pocket in-network expenses under the PPO Plan shall be \$6,850 for single coverage and \$13,700 for non-single coverage. These in-network expenses include the deductible, co-pays, prescription drug cost-sharing and other qualified medical expenses. Once the annual in-network out-of-pocket limit is met, the PPO Plan shall pay 100% of the covered services for the rest of the Plan year. There is no co-insurance under the PPO Plan.

2. City of Easton HDHP/HSA Plan Administered by Highmark Blue Shield the “the HDHP/HSA Plan”).

a. HDHP/HSA Plan In-Network Deductibles. Effective January 1, 2026, the HDHP/HSA Plan shall have an annual in-network deductible as follows:

	<u>Single</u>	<u>Non-Single</u>
2026	\$2,000	\$3,500
2027	\$2,250	\$3,700
2028	\$2,250	\$3,900
2029	\$2,300	\$4,100

The IRS sets minimum deductible and maximum out-of-pocket amounts for high deductible health plans. These limits are subject to change each year. In the event the contractual rates fall outside the current, correct IRS-mandated thresholds required to maintain qualified HDHP status and HSA eligibility, the rates shall be adjusted only to the extent necessary to comply with such thresholds.

b. HDHP/HSA Plan In-Network Co-Insurance. Effective January 1, 2026, the employee in-network co-insurance requirement shall be zero percent (0%) after the deductible. Once the annual in-network deductible is met, the HDHP/HSA Plan shall pay 100% of the covered services for the rest of the Plan year.

c. HDHP/HSA Plan - Maximum In-Network Out-of- Pocket Expenses. The maximum annual in-network out-of-pocket expense limit for the HDHP/HSA Plan shall be:

	<u>Single</u>	<u>Non-Single</u>
2026	\$2,000	\$3,500
2027	\$2,250	\$3,700
2028	\$2,250	\$3,900
2029	\$2,300	\$4,100

The in-network expenses include the deductible. There are no co-pays for medical or prescriptions under the HDHP/HSA Plan. Once the annual in-network out-of-pocket limit is met, the HDHP/HSA Plan shall pay 100% of the covered services for the rest of the Plan year.

The IRS sets minimum deductible and maximum out-of-pocket amounts for high deductible health plans. These limits are subject to change each year. In the event the contractual rates fall outside the current, correct IRS-mandated thresholds required to maintain qualified HDHP status and HSA eligibility, the rates shall be adjusted only to the extent necessary to comply with such thresholds.

d. City Contributions to Employee HSA Accounts.

The City shall make semi-annual contributions to employees' individual HSA accounts which shall total the following amounts each year:

- 2026: \$1,200 for single coverage; \$2,200 for non-single coverage
- 2027 through 2029: \$1,000 for single coverage; \$2,000 for non-single coverage

The City's semi-annual contributions to employees' HSA accounts shall be transferred into individual employee HSA accounts no later than the first business days when bank transactions can take place following January 1 (March 1, in 2018) and July 1.

e. There shall be no mandatory employee salary contributions to HDHP/HSA Plan costs, except for failure to comply with the Wellness Program Requirements, the terms and surcharges for which are set forth in Section E of this Article. Employees may, however, voluntarily chose to make contributions to their HSA accounts.

B. The City may substitute other Medical Plans which provide equal or better benefits and coverage.

C. **Annual Open Enrollment.** There shall be an annual open enrollment period during which employees shall have the right to select or switch Medical Plans covered by this Article, however federal rules may prohibit enrollment in the HDHP/HSA Plan under certain limited circumstances. Changes in enrollment outside of the annual open enrollment are subject to "qualifying events" standards. To the extent permitted by law, an additional Open Enrollment period shall be held as soon as practicable following the parties' ratification of this Agreement.

D. **Opt-Out Rights.** Employees shall have the right to opt out of health insurance coverage and contributions towards plan costs only if they provide acceptable proof of other coverage. An employee who opts-out of health insurance coverage shall be paid \$1,500 per Plan year. The opt-out payment shall be prorated if an employee opts out for less than a full Plan year. Proof of other health insurance must be provided to the City prior to opting out of a City provided Medical Plan.

E. **Wellness Program.** The City shall promptly provide employees with complete information regarding the Wellness Program, and the Wellness Forms, which shall conform to the terms and agreements set forth in this Agreement. This information, and the Wellness Forms, shall be supplied to all new employees when they begin their employment with the City. The Wellness Program administrator shall be available to answer questions and provide employees with confidential assistance or guidance regarding the program. The City's designated Human Resources representative shall also provide compliance assistance to employees who request it.

1. **Wellness Program Requirements.**

- a. Annual Basic Medical Exam. The employee (beginning in 2018) and his/her covered spouse (beginning in 2019) shall have an annual basic medical exam performed by any in-network medical provider of their choice.
- b. Annual Basic Blood Work. The employee (beginning in 2018), and his/her covered spouse (beginning in 2019), shall have an annual basic blood work screening performed by any in-network medical provider of their choice. The required elements of the basic bloodwork screening are set forth in the Wellness Form.
- c. Completing the Wellness Form. The medical provider must fill-out/sign and date, the Wellness Form, which affirms that the employee (or spouse, if applicable) has met the basic exam and blood work requirements for the year. The Wellness Form must then be submitted by the employee (or spouse) or the medical provider to the Wellness Program administrator by November 30.
- d. Annual November 30 Deadline for Submitting Wellness Forms. The Wellness Program requirements for every calendar year shall be met by completing the basic exam and basic blood work, and, submitting the corresponding Wellness Forms to the Wellness Program administrator during the period beginning December 1 of the preceding year through November 30 of the calendar year in which the requirements must be met.
- e. Methods for Submitting Wellness Forms. The Forms may be emailed, faxed or sent via regular mail to the Wellness Program administrator. At an employee's request, the City will provide computer access for the submission of Wellness Forms. Forms shall be considered "submitted" on the date they faxed, emailed, or if sent via regular mail, the date they were postmarked by the post office.
- f. Compliance Requirements. Compliance with Wellness Program requirements shall be achieved upon completion of the medical exam and the blood work screening, and submission of the Wellness Form signed and dated by the medical provider to the Wellness Program administrator by the deadline set forth in this Section E. The City and the Union have agreed to meet as soon as possible with the Wellness Program Administrator to discuss adjustments needed for compliance requirements as appropriate in order to effectuate the agreements reached by the parties regarding compliance requirements and other aspects of the Wellness Program and procedures.
- g. Obtaining Compliance and Other Information. The Wellness Program administrator shall provide secure and confidential methods for employees and/or covered spouses to obtain information about the Wellness Program and verification that they have met compliance requirements. In addition, upon an employee's request, the City's Human Resources Bureau shall provide verification that he/she has, or has not, met compliance requirements.

h. New Employees and New Spouse Coverage. Any new employee, hired after the ratification and approval of this Agreement, who has not had the requisite exam or bloodwork completed by the first day of employment, shall be required to complete these requirements by the last day of his/her probationary period, or December 1 of that year, whichever is later. The covered spouse of any new employee shall not be required to meet the Wellness Program requirements until the year following the year during which the new employee began employment with the City.

New (or newly covered) spouses of employees shall not be required to meet the Wellness Program requirements until the year following the year in which the marriage took place or the coverage began.

i. Special Circumstances. Wellness Program requirements and surcharges shall not apply to: 1) an employee's spouse in cases where the employee certifies that there is a legal separation or pending divorce; 2) abnormal or exceptional circumstances where the employee or spouse is unable to comply.

2. Surcharges for Non-Compliance with Wellness Program Requirements. The

penalty for non-compliance with Wellness Program requirements shall be in the form of surcharges. The surcharge for an employee's and/or a covered spouse's failure to meet the Wellness Program requirements in a given year shall be the imposition of employee contributions to the City's healthcare costs for HDHP/HSA Plan covered employees, and additional contributions for PPO Plan covered employees, beginning January 1 of the subsequent calendar year, in the amounts of:

- Employees Covered by the PPO Plan: a total of 4% of an employee's base salary (for a Single Plan Participant) and 5.5% of an employee's salary (for a Non-Single Plan Participant). These total percentages include (and are not in addition to) the percentage (i.e. 2%/2.75% of salary) contributions set forth in Section A.1.b. of this Article.
- Employees Covered by the HDHP/HSA Plan: a total of 2% of an employee's base salary (for a Single Plan Participant) and 2.75% of an employee's salary (for a Non-Single Plan Participant). These employee contributions shall be made to the City to offset its healthcare costs – and shall not be made to the employee's HSA account.
- Effective April 1, 2022 - Employees Covered by the PPO Plan: \$30 per pay period (for a Single Plan Participant) and \$50 per pay period (for a Non-Single Plan Participant). These surcharges are in addition to the contributions set forth in Section A.1.b. of this Article.

- Effective April 1, 2022 - Employees Covered by the HDHP/HSA Plan: \$30 per pay period (for a Single Plan Participant) and \$50 per pay period (for a Non-Single Plan Participant). These employee contributions shall be made to the City to offset its healthcare costs – and shall not be made to the employee's HSA account.

Surcharges shall remain in place for the full calendar year, and shall remain in place for each subsequent year that the employee (and/or spouse if applicable) does not comply with the Wellness Program requirements during the prior calendar year. These contributions shall be pre-tax.

3. Requirements and Conditions for the City and its Wellness Program Administrator.

- a. Costs of Annual Medical Exam and Blood Work. The City shall pay the full costs of the in-network exams and blood work required under the Wellness Program. Any employee who is already treating with a medical provider, which treatment includes the basic exam and/or blood work required, may have that medical provider complete and submit the Wellness Form, and the City shall pay for the percentage of the employee's out-of-pocket deductible (not-co-pay) costs which cover the basic exam and required bloodwork. The percentage of cost(s) the City will be required to pay shall be based on Highmark Blue Shield's Preventative Fee Schedule.

The City shall pay the cost, if any, required by a medical provider for completing and submitting Wellness Forms.

- b. Privacy/ Confidentiality Requirements

(1). Neither the Self-Assessment Forms, nor any information (nor the lack thereof) submitted on the Forms about an individual employee or his/her spouse, shall, under any circumstances, be viewed by or disclosed to the City, its supervisors, managers, directors or its personnel.

(2). Neither the Wellness Forms, nor any information (nor the lack thereof) submitted on the Forms about an individual employee or his/her spouse, including but not limited to, medical exam and blood work results, or any other medical or health information submitted by or for an employee or his/her spouses, shall, under any circumstances, be viewed by or disclosed to the City, its supervisors, managers, directors or its personnel.

(3). The City shall require its Wellness Program Administrator to maintain privacy and confidentiality controls, which shall be set forth in its Contract with the Wellness Program Administrator, and to comply with any and all laws by which it is bound to protect the information generated under this Wellness Program. In the event that the Wellness Administrator is ever changed, the City will take similar steps to assure that the Contract

requires the protection of the privacy and confidentiality of the information generated as part of the Wellness Program.

- c. No employee's City employment or position shall be affected by his or her (or their spouse's) compliance - or non-compliance, with the Wellness Program, or, by the results of any medical exam or blood work performed, or by any medical, health or lifestyle related information generated for or submitted on account of the Wellness Program. There shall be no employment discrimination or retaliation against any employee.
- 4. The City shall provide advance notice to the Union of any changes to the Wellness Program Administrator. The only terms and conditions of the Wellness Program agreed to by the parties are set forth in this Agreement. No change or supplement shall be made to the Wellness Program which conflicts with the terms of this Agreement, or the intent of the parties, unless mutually agreed upon by the parties in writing. At the request of either party, the parties shall meet and discuss issues related to the Wellness Program.

F. Vision Plan. The City agrees to provide its present Vision Plan to each employee covered by this Agreement and his or her dependents. The City agrees that the Vision Plan shall provide benefits and coverage that are equal to or better than those provided by the vision plan that was in effect under the terms of the parties' collective bargaining agreement ending December 31, 2017. The Vision Plan shall include coverage for at least one (1) eye examination per covered employee per calendar year and one (1) pair of prescription eyeglasses per calendar year. The City may substitute another vision plan which provides equal or better benefits and coverage.

G. Dental Plan. The City agrees to provide its present Dental Plan to each employee covered by this Agreement and his or her dependents. The City agrees that the Dental Plan shall provide benefits and coverage that are equal to or better than those provided by the dental plan that was in effect under the terms of the parties' collective bargaining ending December 31, 2017. The City may substitute another dental plan which provides equal or better benefits and coverage.

The maximum annual entitlement under the Dental Plan for the employee, and for each of the employee's dependents, shall be \$1,500.

H. The Medical and Hospitalization, Prescription, Vision and Dental Plans for non-spousal dependents shall be extended to age 26, or the age required by law, whichever is greater.

I. Flexible Spending Accounts. The City shall provide employees covered by this Agreement with the annual option of enrolling in a flexible spending account.

J. Gym Memberships.

1. The City shall reimburse an employee up to \$150 per individual and up to \$225 total per household, per calendar year, for membership(s) to gyms, when the requirements set forth in paragraphs 2. and 3. of this Section J. are met.
2. In order to qualify for a reimbursement of up to \$150 under this Section the employee must submit proof of at least 96 gym visits, by any adult covered by the employee's Medical Plan. If a second adult covered by the employee's Medical Plan completes 96 gym visits, the employee shall be entitled to a reimbursement of up to \$225. An employee with a family gym membership covering at least one dependent under the age of 18, shall be entitled to a reimbursement of up to \$225, as long as one adult covered by the employee's Medical Plan completes 96 gym visits. A covered individual shall be considered an adult under this Section if he/she is 18 years of age or older. An employee will qualify for partial reimbursement, on a pro-rated basis, when they or another covered adult, complete at least eight gym visits per month for continuous months until the end of the calendar year following the date they began their gym program.
3. The City's reimbursement payment shall be issued in February of the subsequent calendar year, upon submission by the employee of proofs of gym membership payment(s) and of the required number of gym visits in the prior calendar year. In order to qualify for reimbursement, the employee must submit this documentation to the City by January 31. The purpose of the reimbursement is to contribute to the cost of gym memberships when the requirements are met. In no event shall the reimbursement payment exceed the cost of the gym membership(s).
4. YMCA Memberships. The City shall pay 80% of quarterly memberships originating at the Easton YMCA. To qualify for this benefit, employees must meet the following requirements: 24 YMCA visits per calendar quarter. The City shall pay a prorated amount of membership fees for employees who enroll after the beginning of a calendar quarter, and who achieve an average of two visits per week for the remainder of that calendar quarter.
5. Employees may access full information about these benefits and the requirements related to these benefits through the City's Human Resources Bureau.

K. Long-Term Disability Insurance. Employees covered by this Agreement shall be entitled to long-term disability benefits in accordance with the City's long-term disability insurance plan which became effective January 1, 2010. The City may substitute another long-term disability plan which provides equal or better benefits and coverage.

L. Life Insurance. Effective January 1, 2013, the City agrees to provide a \$50,000 life insurance policy for employees with a double indemnity clause for accidental death or dismemberment.

M. Retiree Coverage. For covered employees who have fulfilled the requirements of eligibility for full retirement benefits and who retire prior to the age of 65, the City will permit

the employee to continue hospitalization and health benefits for Husband/Wife coverage only under, if available, a separately rated retiree group sponsored by the City until age 65 provided that:

1. The employee pays all premium costs associated with such coverage.
2. The employee notifies the City of his or her election to continue coverage, afforded by the City's sponsored retiree group, and makes financial reimbursement arrangements.
3. The employee, if he/she does not elect such coverage and/or later terminated coverage under the City's sponsored retiree group, he/she shall no longer be eligible for such coverage.
4. If the employee dies while under the City's sponsored retiree coverage, coverage to the spouse will be made available according to the provisions of COBRA.
5. If the employee's spouse is classified, or becomes classified, as head of household and has an alternative hospitalization plan, the employee shall not be eligible for coverage under the City's sponsored retiree group.

N. In the event that there is a substitution of insurance plans, in accordance with the provision of this Article, the City will make a good faith effort to:

- provide employees with at least thirty (30) days' notice prior to the implementation of any such plan; and
- provide employees with booklets and insurance cards within thirty (30) days prior to the activation date of the new cards and plan booklets.

O. Employees may access full information about their medical, healthcare, and other insurance plans, their benefits and coverages, through the City's Human Resources Bureau.

P. Wellness Presentations and Freedom from Smoking Program.

- **Wellness Presentations.** Wellness Presentations on various health care topics shall be made available for interested employees at least three times per year, through the City's health care provider. Employees shall receive a ten-dollar (\$10) Wawa gift card for each full presentation they attend.
- **Freedom from Smoking Program.** The City shall arrange, through its health care provider, a program to assist employees who want to stop smoking. Employees who successfully complete the program shall receive their choice of either a lump sum bonus of three hundred and fifty dollars (\$350.00) or a VISA gift card in the amount of \$350.00.

- Employees may access full information about these benefits and the requirements related to these benefits through the City's Human Resources Bureau.

Q. Short Term Disability Benefits. Effective March 1, 2022, employees who have been employed by the City for at least one year shall be covered by a short-term disability benefit plan. The coverage shall provide up to twenty-four (24) weeks of benefits per claim at sixty percent (60%) of an employee's base salary (up to a maximum weekly benefit of \$2,000) for a qualifying illness, condition, or injury. Short-term disability benefits commence on the fifteenth calendar day of disability. Employees may elect, but shall not be required, to use their sick leave before receiving short-term disability benefits. Employees may elect, but shall not be required, to use their sick leave to compensate for the residual loss of base salary income while receiving short-term disability benefits, up to a 100% amount of their pre-disability salary with the City.

This benefit shall not apply to part-time employees whose normal work schedule is less than thirty (30) hours per week.

Employees may access full information about these benefits and the requirements related to these benefits through the City's Human Resources Bureau.

R. Parental Leave. All employees with at least twelve (12) consecutive months of paid service shall be granted four (4) weeks of paid parental leave after the birth of a child or children, or upon taking custody of an adopted child or a foster child under the age of 18. Paid parental leave will be taken consecutively during the six-month period immediately following the birth of a child or the date the employee assumes custody of the child. If both parents are City employees and covered by this Agreement, their parental leaves must be consecutive and not concurrent. Employees may submit special requests to use their parental leave intermittently, through reduced schedules, or other alternative arrangements. All such requests must be approved by the City Administrator. Paid Parental Leave may be taken separately from FMLA leave.

ARTICLE X **DUES DEDUCTIONS**

A. The City shall deduct by the payroll deduction method the Union dues bi-monthly from each member and submit same to the Union's Treasurer. Any new additions or changes to be applied to the dues deductions list shall be submitted by the Union on a form provided by the Union.

B. Upon presentation to the City by the Union of a properly signed Authorization Card from any non-member of the Union authorizing the City to do so, the City shall deduct and submit to the Union, bi-monthly, by the payroll deduction method, an amount from the pay of each such non-member, determined by the Union to be an appropriate service charge.

C. Upon the Union's request, the City shall provide it with the following information for all employees covered by this Agreement: names, addresses, and email addresses. For new hires,

this information shall be provided to the Union, upon request, within thirty (30) days following the employees' first day of employment with the City.

D. The Union shall indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action arising out of or resulting from the provisions of this Article.

E. The amounts to be deducted set forth in sections A. and B. of this Article shall be certified in writing to the City of Easton by the Union and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Union, within seven (7) working days after such deductions are made. The City shall continue to make such deductions while the authorization remain in effect.

F. The City shall make no statement to employees about whether to sign union membership cards or union check-off authorizations. The City shall direct any questions by employees regarding union membership, dues and fees to the Union.

ARTICLE XI ADDITIONAL COMPENSATION

A. All employees covered by this Agreement shall receive time and one-half (1½) their hourly rate of pay for all hours of required work in excess of eight (8) hours on any given workday.

1. The exception to the provision specified above involves Wastewater Operators. Wastewater Operators whose regularly scheduled twelve (12) hour shifts fall on a Saturday or Sunday shall be paid time and one-half (1½) their regular hourly rate of pay for all hours of required work in excess of twelve (12) hours for those scheduled shifts. At all other times, Wastewater Operators shall be paid time and one-half (1½) their hourly rate of pay for all hours of required work in excess of eight (8) hours.

B. All employees covered under this Agreement shall receive time and one-half (1½) their hourly rate of pay for all hours of required work in excess of forty (40) hours in a workweek.

C. All employees who presently work thirty-five (35) hours shall be compensated at a straight-time hourly rate of pay up to forty (40) hours. All work beyond forty (40) hours shall be paid at time and one-half (1½) their hourly rate of pay.

D. For overtime purposes only, vacation and holidays (except as provided in Article VII, Section D), and job-related injuries for that specific pay period shall be considered as time worked in the computation of overtime. Sick time shall not be counted as time worked for overtime purposes, nor shall any vacation time that is in duration of one (1) week or more. However, no overtime will be paid for those days where an employee elects to take a scheduled break shift day (as defined in Article VII, Sections C and D) or scheduled overtime as a personal day, vacation

day, or holiday. For purposes of this Section D, break shift days shall refer to those days, which are made up of either one-half (½) day, or one (1) full day of scheduled overtime hours. Where a scheduled overtime day is made up of one-half (½) day of straight time, and one-half (½) day of overtime, an employee who elects to take that day as a vacation day, personal day or holiday will be paid one (1) full day at the straight time rate, one-half of which will be charged to his vacation, holiday, or personal day time. When the day designated as a holiday falls on an employee's scheduled day off, the eight (8) hours for that holiday will not count towards forty (40) hours worked in the week for overtime purposes.

E. A supervisor, upon eight (8) hours prior notification, may modify the hours of beginning of work and termination of work for any eight (8) hour work day. This Section E shall not be construed as to permit a permanent alteration in work schedules. The City shall make its best efforts under the circumstances to provide employees with at least twenty-four (24) hours' notice in the event of a shift change.

F.

- 1.** The City reserves the right to require overtime to be worked in those cases which affect the efficiency of operations of the City. In such cases, overtime will first be offered, by seniority, to qualified employees who work in the section where the overtime is required. If there are insufficient volunteers within the section, or, if the bureau does not designate a section, overtime will then be offered, by seniority, to qualified employees who work in the bureau where the overtime is required. If there are insufficient volunteers within the section and/or bureau, overtime will then be offered, by seniority, to qualified employees City-wide. Qualifications for the purposes of this paragraph 1 will be determined based upon an employee's current job title. In cases where sewer distribution employees are performing utility work within their own section, qualifications will be based upon their current job description.
- 2.** If there are insufficient qualified volunteers based upon the requirements named in paragraph 1, overtime will then be offered to employees, by seniority, in the order set forth in paragraph 1 (i.e. section, bureau, city-wide) who are qualified to perform the work, regardless of their current job title. If insufficient volunteers are found, overtime will be required to be worked by the employee with the least section seniority, or where no section is designated, the employee with the least bureau seniority.
- 3.** The parties recognize that there may be times when overtime is required to complete a project which has been worked on by employees from more than one Bureau. In those cases, overtime will first be offered, by seniority, to qualified employees permanently assigned to the section (or Bureau if no section exists) responsible for the project. If there are insufficient volunteers from the section (or bureau), overtime shall next be offered, by seniority, to qualified employees from other bureaus who have worked on the project until the end of their regular shift. Under this paragraph 3, overtime work offered to employees from other bureaus shall be limited to the performance of the job function to which they were assigned during their regular shift. For the purposes of this paragraph (3), a project

shall be defined as one reasonably expected to last no more than twenty-four (24) hours. Qualifications shall be defined as set forth in paragraph 1 above. If there are insufficient volunteers, overtime will be distributed in accordance with paragraphs 1 and 2 above.

4. Labor Pool employees shall be deemed the least senior employees of any bureau to which they are assigned for more than two (2) consecutive work days for the purpose of determining their right to overtime work.

G. Employees who wish to be offered overtime work while on scheduled paid time off (not to include sick leave), must notify their supervisor in writing one time per year of that interest. A form generated by the City will be distributed for that purpose.

H. Shift Differentials.

A constant hourly shift differential of \$.75 will be added to the base hourly wage of each employee who normally works a rotating work schedule. For those employees who normally work a second or third shift (defined as any shift which falls between the hours of 3:00 p.m. and 7 a.m.), add \$.75 per hour to the base wage of any hours worked on those shifts. If any employee's shift schedule changes to a steady 7:00 a.m. to 3 or 3:30 p.m., 8:00 a.m. to 4:00 p.m., 8:30 a.m. to 4:30 p.m., or 8:00 a.m. to 5:00 p.m. schedule, the constant differential amount is to be removed from the base hourly wage.

The \$.75 per hour shift differential shall also apply to all hours worked when an employee's normal shift is temporarily changed.

The above shift differential shall be paid only to employees who do not have shift differential equivalent built into their salaries.

Effective January 1, 2018, the shift differential equivalent built into the salaries of floating or rotating Wastewater Operators shall be \$.75 per hour.

I. Emergency/Call-Out Duties. When an employee is called out for emergency duty, he or she shall be paid at a minimum of four (4) hours pay at his normal straight-time rate, should the actual time worked be two (2) hours or less. Should the actual time worked be more than two (2) hours, the employee shall be paid at a minimum of four (4) hours pay at time and one-half (1½) his/her normal rate of pay. Should the time worked be immediately preceding or after the employee's normal eight (8) hour work shift, the actual time worked prior to or after shall be at time and one-half (1½) his normal rate of pay. When an employee is called out for emergency duty on Thanksgiving, Christmas Eve, or Christmas, the employee shall be paid double time (2xs) the employee's straight-time hourly rate for all time worked that is two (2) hours or less on the holiday(s), and double and a-half (2½) times the employee's straight-time hourly rate for all time worked that is in excess of two (2) hours on the holiday(s).

J. On-Call Duty.

1. On-Call duty under this Article shall refer to any period, outside of an employee's regular straight time shift, during which he or she is on-call and is required to carry a City-issued cell phone.
 - a. On-Call duty will be voluntary except in cases where insufficient volunteers are available to perform the work that must be completed. Where there are more volunteers for on-call duty than are needed, it shall be assigned on a rotating seniority basis within the section (or bureau if no section exists) where the on-call is required. If there are insufficient volunteers within the section, on-call duty shall be offered on a rotating seniority basis to all qualified volunteers within the Bureau. If there are insufficient volunteers within the bureau, on-call duty shall be offered on a rotating seniority basis to all qualified volunteers within the City. An employee may volunteer to work on-call duty for as many or as few weeks as he chooses. If the final volunteer list is composed of employees from both the section and bureau or City, on-call assignments shall be rotated by seniority first among section, then bureau, then City volunteers. If there are insufficient volunteers, on-call duty shall be assigned on a rotating basis within the section (or bureau, if no section exists) where the on-call duty is required, beginning with the least senior employee in the section.
 - b. On-Call duty assignments shall be offered to employees at the beginning of each month.
 - c. No employee shall be required to perform on-call duty during his or her vacation, or during any other leave authorized under this Agreement.
 - d. The City shall put forth its best efforts to ensure that no employee shall be required to perform on-call duty for more than one (1) week per month.
 - e. Upon notice communicated to and acknowledged by the supervisor or his designee, an employee shall have the right to have a qualified employee assume the employee's on-call duties.
2. Effective 1/1/18, Employees shall receive additional compensation for each weekend (defined as 3:30 p.m. Friday, through 7:00 a.m. the following Monday) they are in an on-call status, in the amount of: \$75.
3. Effective 1/1/18, Employees shall receive additional compensation for each continuous seven-day period they are in on-call status, in the amount of: \$120.
4. An employee who does not respond to a call shall forfeit the right to on-call payment for the day of the call.

K. Employees working more than ten (10) hours in a day for reasons of emergency, or whose duties require them to remain outside of their normally assigned geographical areas during the

meal period shall be, subject to the approval of the Department Director and the conditions of this Section K, entitled to compensation of meals not to exceed ten dollars (\$10.00) for the breakfast and lunch meals and not to exceed fifteen dollars (\$15.00) for the dinner meal and in accordance with the following:

1. To be reimbursed, a receipt must be given to the immediate supervisor. The City shall provide meal expense reimbursement within thirty (30) days of submission of receipts.
2. City vehicles shall not be used to go outside the City limits to procure the meal.
3. Wastewater Operators are eligible only when they have been requested to work overtime on the same day that is to be worked. If they are aware of a twelve (12) hour shift prior to the day of the twelve (12) hour shift, then they will not fall under these contract provisions.

If the twelve (12) hour shift falls during the 7:00 a.m. to 3:30 p.m. shift, arrangements should be made with the supervisor to have the employee's request taken care of for the meal.

Outside crews working under emergency conditions shall follow their supervisors' system of making arrangements for their meal, but they must follow all other provisions of this policy.

L. When a state of emergency has been declared by the Commonwealth of Pennsylvania, all "essential" employees shall receive an additional \$2.00 per hour for all hours worked while "non-essential" employees are off work with pay during the declared state of emergency.

M. Where required for the performance of the employees' job duties the City shall bear the cost of all employees' licenses, license upgrades or renewals, related police checks, schooling, training, certifications, continuing education courses and other similar prerequisites which are required for the performance of employees' job duties. Training and education courses under this Section M must be approved by the employee's supervisor in advance. The City will incur the additional cost of a CDL over and beyond the normal cost of a regular driver's license for those employees required by their job description to have a CDL. Employees will be reimbursed under this Section M by separate check within thirty (30) calendar days after the employee has submitted proof to the City that payment of the above costs was made and received.

The City shall pay employees for time spent attending classes, training sessions and/or taking exams which are required by the City for the performance of the employees' job duties and which are not made available to employees during paid work time. Travel time shall be paid under this Section M only if the classes, training sessions, and/or exams are not available within a ten (10) mile radius of City Hall.

Requests for paid time under this Section M must be approved by the Department Supervisor and Director in advance. Denied requests may be appealed to the City Administrator.

N. The City will incur the costs of the following immunizations for all employees whose job requires them to be outdoors:

- Hepatitis A & B
- Typhoid
- Tetanus

At an employee's request, and if it is recommended by the employee's treating physician, the City will incur the cost of the following immunizations, if available, for highway, parks, labor pool employees, and any other employee whose scheduled duties require them to be outside during the summer:

- Lyme
- Poison Ivy
- Poison Oak
- Poison Sumac

The City will consider immunizations for any job related exposures. The City will provide on-site immunizations whenever feasible. Immunizations which require a series of injections shall not be conducted on-site.

O. Employees assigned by their supervisor or director to perform the work of a higher-rated classification shall be compensated at the wage rate of the higher-rated classification.

P. Work Injury Compensation and Conditions.

1. Employees shall be paid workers' compensation or injured on duty pay, at 100% of their regular pay, from the first day of their medically approved work-related injury.
2. Upon notice to their supervisor, employees who have returned to work but who are still receiving medical or rehabilitation treatment for their City work-related injury, shall be entitled to paid time off during their workday to receive such treatment. Employees shall make a good faith effort to schedule such appointments during the first or last hour of their workday. Where such scheduling is not possible due to the medial or treatment provider's inability to grant appointments at the time(s) requested, the employee shall notify the Human Resources Bureau of the name, address and telephone number of the provider, and the date and time of the appointment. Upon their return to work, employees shall be required to produce verification from the medical provider of the date and time of the treatment. The City shall provide verification forms to employees prior to their treatment appointments.
3. Employees shall not accrue sick leave while out of work on workers' compensation leave for a full calendar month. For example, an employee entitled to 12 sick leave

days per year, who is on workers' compensation leave from January 1 through February 8, will accrue only 11 sick days during that year.

4. If an employee is out injured on Workers' Compensation and is taking a vacation where they would not be available for medical services, the employee will need to utilize their personal or vacation days for the workday period of the vacation.

ARTICLE XII SENIORITY

A. An employee shall accrue seniority within the City, the Department, and the Bureau. An employee's seniority date is the date the employee begins working for the City, the Department, the Bureau unless otherwise stated in this Agreement. Where two employees begin working on the same date, their seniority (relative to one another) will be determined by a one-time only coin toss. If an employee voluntarily transfers to another Department, the employee shall begin as the least senior person within the Department. If an employee voluntarily transfers to another Bureau, the employee shall begin as the least senior person within the Bureau.

Upon the Union's request the City shall provide it with the following information for all employees covered by the CBA: all seniority related information including dates of hire, classifications, and dates of changes to employees' classifications due to bidding, transfers or bumping.

B. **Bumping**. In all cases of layoff and/or bumping, the affected employees shall have the right to bump, on the basis of City-wide seniority, into any job for which the employee has the minimum qualifications. When an employee bumps into another job classification, the employee will be compensated at his or her previous rate of pay or the classification minimum, whichever is higher. There shall be an evaluation period of eighty (80) days worked for an employee who bumps into another classification. Employees who bump into a different Department/Bureau will lose the seniority from their prior Department/Bureau, and shall begin as the least senior person within the Department/Bureau.

C. An employee assigned to "modified duty" due to work-related injury shall forfeit rights for job assignment during that period and can be assigned to work those hours and perform those duties most suited to the City's needs. Said employee shall be guaranteed normal rate of pay. This provision shall not infringe upon overtime opportunities that would normally be available to the injured employee, provided that any medical restrictions do not prevent the employee from carrying out the overtime duties. The City also agrees that an injured employee's modified duties under this provision shall not infringe upon the normal overtime opportunities of other bargaining unit employees.

ARTICLE XIII WORK SCHEDULE

The City agrees to maintain the normal work shift of 7:00 a.m. to 3:30 p.m., except for the following:

1. For shift workers: from 7:00 a.m. to 3:00 p.m.; from 3:00 p.m. to 11:00 p.m.; and 11:00 p.m. to 7:00 a.m.
 - a. The normal work shift for Wastewater Operators on Wednesday, Saturdays, and Sundays shall be twelve (12) hours (7:00 a.m. to 7:00 p.m. and 7:00 p.m. to 7:00 a.m.).
2. For City Hall employees: from 8:30 a.m. to 4:30 p.m.
3. For Police Facility employees covered by this Agreement: from 8:00 a.m. to 4:00 p.m.
4. For the following positions:
 - a. Night Custodian: 3:30 p.m. to 11:30 p.m.;
 - b. Wastewater Clerk: 8:00 a.m. to 4:00 p.m.;
 - c. Parking Garage Schedule per approved job description;
 - d. Highway Night Crew: 11:00 p.m. to 7:00 a.m.; and
 - e. Code Officers or Inspectors (i.e. all non-clerical Codes Department titles): 8:00 a.m. to 5:00 p.m.

ARTICLE XIV **JOB POSTING**

A. When the City Administration is made aware of a vacancy due to retirement, resignation, or other similar circumstances and within its sole discretion decides the vacancy should be filled then that position will be posted for employees to bid.

B. All job openings shall be posted on bulletin boards in every section of the City's bureaus for a period of five (5) business days up to and not including the position of Foreman. In the event an employee is on vacation, on sick leave, or on layoff status, that employee may request from the Human Resources Bureau, in writing, to have all job postings forwarded to them by mail to a specific mailing address. In the event more than one employee possesses each and every one of the minimum qualifications for a posted position, seniority shall prevail, as follows: (1) bureau, (2) all other bureaus on a City-wide basis. The City shall not prohibit any employee from bidding on another position, when such position has been posted in accordance with this Section B and Section A. All Civil Service and foreman vacancies will be announced.

Employees on sick leave shall have the right to bid on open jobs in writing, provided they are released to return to work to full duty without restrictions, to the posted job, within two weeks of the date the posting is taken down.

C. The successful bidder will be moved to the posted position with the applicable rate of pay

within forty-five (45) days of the closing bid date. If, for operational reasons it is not possible to execute the move within 45 days, the employee will receive the new pay rate (if higher than the employee's present pay rate) from day 46 onward. For seniority purposes, the successful bidder will accrue bureau seniority from the date of the closing of bids regardless when the employee is moved to the posted position.

D. Where an employee bids on and accepts a transfer, the employee must work for eighty (80) days in that position before being eligible to bid on another position.

E. Where an employee bids and is accepted into a position involving a transfer or promotion, the employee will serve an evaluation period of eighty (80) days worked in the new position. Employee performance shall be evaluated at 20, 40, 60, and 80 day intervals by the Supervisor and Director, in conjunction with the Human Resources Director.

- 1.** The employee may revert back to his or her prior position after working ten (10) days in the new position, without loss of seniority and in turn, all affected employees will return to former positions.
- 2.** If after a minimum of two (2) evaluation periods, the City is not satisfied with the employee's work, the employee will be able to bump back into his or her former position without loss of seniority in the prior position and in turn, all affected employees will return to former positions.
- 3.** An employee undergoing evaluation after bidding and being accepted in a position involving a transfer or a promotion will receive copies of all evaluations performed pursuant to this Section E. Evaluations will be given in a timely manner.
- 4.** Upon successful completion of the evaluation period in the new Department/Bureau, all Department/Bureau seniority in the employee's prior position is forfeited.

F. After a posted position has been awarded and filled, it must be re-posted in the event that it becomes vacant. In cases where a posted position has been awarded but not yet filled, and the successful bidder is no longer willing or able to fill the position, the position shall not be re-posted, but will be awarded to the next successful bidder on the list.

G. Vacant floating operator positions shall be filled by taking applications from qualified volunteers who are members of the bargaining unit. The seniority of a qualified volunteer shall prevail. If there are no qualified volunteers for the position of floating operator, the City will post the available position in accordance with contractual provisions. If there is no qualified bidder for the position of the floating operator, that position can be changed, at the discretion of the City, to the position of "rotating operator." The newly changed position, having been approved by City Council, shall be posted in accordance with contractual provisions.

H. An employee who is otherwise frozen to bid on a position shall be permitted to bid on the position provided the employee meets the minimum qualifications and no other current

employee who meets the minimum qualifications bids on that same position.

I. If a position has been posted and is not awarded to an employee within one hundred and twenty (120) calendar days after the posting is removed, the City will repost that position for employees to bid on, if and when that position is to be filled in the future.

ARTICLE XV **SICK LEAVE**

Purpose: The City provides paid sick leave to its employees for the purpose of protecting them from financial loss resulting from lost wages due to: incapacitation from illness or injury; incapacitation due to pregnancy and confinement; medical appointments; to care for child(ren) when school or child care provider is closed due to an epidemic or other emergency; to care for a loved one's physical or mental health or injury; mandatory quarantine (due to exposure outside of work). In order to ensure a mutual beneficial working relationship between all parties concerned, the City retains the right to enforce the sick leave policy and to control through proper procedures set forth in any personnel policy the continuation of providing sick leave as a privilege for its employees.

A. The City, in granting sick leave, has set the following conditions:

1. a. All employees covered under this Agreement hired prior to January 1, 1993, shall earn fifteen (15) days of sick leave per year and may accumulate all earned but unused sick days. Sick leave shall be earned monthly and accrued at the rate of one and one-quarter (1 ¼) days per month. Sick leave may not be used in advance of accrual except as specified in Section B3 of the Sick Leave Policy.
- b. New employees hired after January 1, 1993, shall earn twelve (12) days of sick leave per year and may accumulate all earned but unused sick days. Sick leave shall be earned monthly and accrued at the rate of one day per month. Sick leave may not be used in advance of accrual except as specified in Section B3 of the Sick Leave Policy.
- c. An employee who is off sick from one (1) to four (4) hours during their work schedule shall be charged for one-half (½) day of sick leave. An employee who is off sick more than four (4) hours shall be charged with one (1) day of sick leave.

2. The employee must submit a medical certification form to the employee's supervisor or supervisor's designee, prior to the start of work on the day of returning, if the use of sick leave is three (3) or more consecutive work days, stating that the employee is sufficiently recovered from illness, that the employee may return to work without restrictions, the date and time the employee was treated, the name, address, and telephone number of the doctor or practitioner, the date the employee is expected to

return to work, and the doctor or practitioner's signature, as stated in Sections B6 & B7 of the Sick Leave Policy. The City may also require reasonable documentation to validate absences of three (3) or more days when sick leave is used for reasons that are not related to the employee's own medical condition.

B. For employees hired prior to January 1, 2022, sick leave pay reimbursement shall be maintained as it presently exists under the terms of this Agreement at the ratio of one (1) day for each three (3) days of unused sick leave up to a maximum of one hundred (100) days, except that any person who retires with less than twenty (20) years of service but after twelve (12) or more years of service, shall receive terminal leave benefits at the ratio of one (1) day for three (3) days of unused sick leave. Employees hired on or after January 1, 2022, are not eligible to receive a terminal leave payout for unused sick leave.

C. Employees may trade off a total of ten (10) sick days for five (5) vacation days annually. Days may be traded after all regular vacation days have been exhausted. Days traded but not used will not be carried over to the following year. The tradeoff does not qualify an employee for perfect attendance for that calendar year. Employees who are on Sick Leave Misuse status are not eligible to trade days.

ARTICLE XVI **LEAVES OF ABSENCE**

A. Paid Medical Leave.

1. Employees on paid sick leave or paid leave due to work related injury or illness, shall continue to receive the medical and insurance benefits contained in Article IX for the duration of the leave, as long as the employee continues to pay the contributions to plan costs, medical and prescription co-pays, and/or deductibles which apply to the employee's medical plan.

2. Long Term Disability Leave. At the completion of six (6) months or the exhaustion of paid leave, whichever is greater, an employee shall be entitled to continue paid medical leave under the City's long term disability policy referenced in Article IX, Section K provided the employee meets the eligibility requirements of that policy. An employee receiving long term disability benefits shall continue to receive the medical and insurance benefits contained in Article IX for the duration of his long term disability leave, as long as the employee continues to pay the contributions to plan costs, medical and prescription co-pays, and/or deductibles which apply to the employee's medical plan.

B. Unpaid Medical Leave.

1. The City shall, for medical reasons, grant an unpaid leave of absence for up to one (1) year with the medical and insurance benefits set forth in Article IX, under the following conditions:

- a. The employee must have exhausted all sick leave to be eligible for an unpaid leave of absence.
 - b. The employee is not receiving disability benefits under the City's long-term disability policy.
 - c. The employee must submit the request for the unpaid leave of absence in writing for approval to the Department Director at least thirty (30) days prior to its commencement, if possible.
 - d. The employee shall be responsible to pay the contributions to plan costs, medical and prescription co-pays, and/or deductibles which apply to the employee's medical plan.
- 2. An employee who does not qualify for long-term disability benefits shall be entitled to receive up to eighteen additional months (for a combined total of two and a half (2½) years) of unpaid medical leave with the medical and insurance benefits set forth in Article IX, under the following conditions:
 - a. The employee must submit the request for the additional unpaid leave of absence in writing for approval to the Department Director at least thirty (30) days prior to its commencement, if possible.
 - b. The employee shall be responsible to pay the contributions to plan costs, medical and prescription co-pays and/or deductibles which apply to the employee's medical plan.

C. An employee on a medical leave of absence must have medical certification stating that the employee is sufficiently recovered from illness or injury to return to work without restrictions. Such return shall constitute a canceling of the remainder of their leave of absence.

D. The City and the Union agree to abide by the Family and Medical Leave Act of 1993 (FMLA), the rules and regulations promulgated by the Department of Labor for the administration of the Act, and the FMLA policy negotiated by the parties.

E. **Military Leave.** An employee, who by reason of membership in the United States Military or Reserves, is ordered by the appropriate authorities to attend annual active duty for training under the supervision of the United States Armed Forces, or by reason of membership in the National Guard, shall be granted a leave of absence from his or her position without loss of pay or time as mandated by federal and state laws.

F. **Other Unpaid Leaves.** The City may authorize a leave of absence without pay for a specific length of time if the employee has been a full-time employee with a minimum of one (1) year of continuous service.

- 1. The City may grant unpaid leaves of absence with medical and insurance benefits

of up to one (1) calendar year for the following:

- a. Educational opportunity which is related to the employee's position.
- b. Training opportunity that is job-related.
- c. To serve in an official capacity of an organization that is related to the municipal operations of the City.
- d. The employee must submit the request for the unpaid leave of absence in writing for approval to the Department Director at least ninety (90) days prior to its commencement, if possible.

2. The City may grant a leave of absence or an alteration in work schedule for compassionate reasons under the following conditions:

- a. The employee must submit the request for the unpaid leave of absence in writing for approval to the Department Director at least thirty (30) days prior to its commencement, if possible.
- b. The leave must be approved by the Department Director who shall take into account such factors as: the staffing needs of the employee's bureau and/or section, the feasibility of an accommodation through the employee's work schedule, the duration of the request for leave, the employee's vacation, sick leave accumulations and such other factors as the Department Director shall deem relevant.

3. Where a leave of absence request is denied, the affected employee may request a review of the director's decision. A review committee consisting of two Union representatives and two City representatives shall review the decision.

G. The employee may return to work prior to the expiration of their leave of absence.

H. If an unpaid leave of absence should extend between calendar years, such employee shall not be entitled to vacation, sick personal or holidays until they have returned to full time work.

I. Employees shall not be eligible for holiday pay during an unpaid leave of absence.

J. This Article will be applied to all covered employees without discrimination.

ARTICLE XVII
JURY DUTY

A. An employee called to serve as a juror or subpoenaed in court proceedings to testify as a witness on behalf of the City, will be excused from work and shall be paid the difference, if any,

between the compensation received as a juror or witness and the employee's regular wages. Payment under this Article shall be made by the City paying the employee their regular wages for the day(s) served, and the employee endorsing their juror or witness compensation check(s) over to the City.

B. All employees with jury/subpoena duty assignments shall notify their supervisor within forty-eight (48) hours of their receipt of the court notice.

ARTICLE XVIII GENERAL PROVISIONS

A. Uniforms. The City agrees to provide work clothing for employees in the Public Works Department or any other department in which uniforms are required, under the following conditions:

1. The City will supply the maximum of three (3) shirts, three (3) t-shirts, and two (2) pairs of pants per year to each employee, subject to an annual uniform allowance in the amount of \$200.00. The City shall replace uniform clothing as needed due to normal wear and tear.
2. Employees are permitted to choose any combination of any of the following clothing or other items that will fall within the specific allowance, as listed in paragraph 1 above:
 - a. T-shirts, dress shirts (long or short-sleeved), pants (choice of three (3) styles);
 - b. Hooded sweatshirts;
 - c. Coveralls, the choice and style as approved by management;
 - d. Hats, the choice and style as approved by management; or
 - e. Other clothing items or gear which are reasonably related to the employee's job classification, subject to the approval of management. The City will maintain its practice of accommodating employees' requests for specific clothing or gear to the extent feasible.
3. Code Officers/Inspectors. In addition to the annual clothing and allowance set forth in Section A. paragraphs 1. and 2., the City shall provide employees who are Code Officers or Inspectors with up to three (3) monogrammed shirts per year. An employee who declines to request any monogrammed shirts in a given year, shall

have an additional \$25.00 credited toward his/her uniform allowance, to be used during the subsequent calendar year.

4. In all bureaus where uniforms are furnished, it is mandatory that each employee wear his or her uniform. Failure to wear the uniform without good reason will subject such employees to disciplinary action. While at work, employees are to wear their uniforms so that they are easily identified as City employees. Uniforms may be worn only to and from work and on the job. Employees may not alter their uniforms in any way. Where uniforms are damaged during the course and scope of an employee's work for the City, the City will replace the damaged articles, and said replacement shall not count against the employee's uniform allowance.
5. The uniforms supplied under this Article shall be in safety visual colors as designated by the City.

B. Work Shoes. The City agrees, for all employees requiring work safety shoes, to purchase such shoes, subject to the following annual work shoe allowance: \$140.00. Shoes will be replaced as needed.

C. Foul Weather Gear. The City agrees to supply a rain suit and gloves for those employees who work in inclement weather. These items will be issued as needed and replaced for normal "wear and tear." The City shall provide insulated coveralls every three years, at a cost not to exceed \$100.00 per pair, to employees who work in the following Departments/Bureaus: Collections Systems; Property/Building Maintenance; Highway; Parking, Public Property, Property Maintenance; Wastewater Treatment/ Water Pollution Control; Parks and Recreation; Electrics; Labor Pool; Motor Mechanics. This Section C does not apply to any clerical titles in these Departments/Bureaus.

D. Winter Coats. The City agrees to purchase winter coats for employees who wear uniforms. Said employees will receive a new winter coat every other year, beginning 1/1/07.

E. Items which are to be replaced for normal wear and tear may be subject to reasonable inspection by the City prior to replacement. This Section E. does not apply to uniforms, shoes or any other items which are issued annually or at any other set time under this Article.

F. Collections Bureau Employees. The City shall provide laundry service for individual Collections Bureau employees, upon request.

G. Safety Equipment. The City shall provide safety equipment to employees as it deems necessary in accordance with recognized safety standards. Employees shall be required to adhere to safety rules and to use safety equipment as required by the City and good safety practices.

1. Employees working in job classifications which require the use of safety glasses will be entitled to receive a new pair of prescription safety glasses every two (2) years at a cost not to exceed \$200.00 per pair.

H. Tool Allowance.

1. City Mechanics. City Mechanics shall each be granted the following annual tool allowance to purchase tools necessary in performing the City's work:

Effective 1/1/2026 - \$1,000

Unused tool allowance may be rolled over to the following year in an amount not to exceed two hundred dollars (\$200), and the total available allowance shall not exceed one thousand two hundred dollars (\$1,200) in any calendar year.

Said purchases must be approved by the Garage Supervisor in advance to assure payment by the City. These tools shall be assigned to the Mechanic during the term of his or her employment, and shall be the Mechanic's property to take when leaving City employment. Each Mechanic is responsible for his or her own equipment and must replace it if lost or stolen. Normal wear and tear is expected for future replacement by the City.

I. Pension.

1. The City agrees to continue the present pension plans as outlined in Article 143 of the Codified Ordinances of the City of Easton, Pennsylvania. The City retains the right to modify the pension plans in accordance with the requirements of Act 205 of 1984, known as the "Municipal Pension Plan Funding Standard and Recovery Act."
2. The City shall provide annually an up-to-date record of current and accumulated employee contributions to each employee.
3. Any member of the Officers and Employees Retirement Fund who is a contributor, and who served in the Armed Forces of the United States subsequent to September 1, 1940 and who was not a member of the Officers and Employees Retirement Fund prior to such military service, shall be entitled to have full credit for each year or fraction thereof not to exceed five (5) years of such service upon his payment to the Officers and Employees Retirement Fund of an amount equal to that which he would have paid had he been a member during the period for which he desires credit, and his payment to such fund of an additional amount as the equivalent of the contributions of the City on account of such military service.
4. Upon a 75% affirmative vote of the membership of the PMRS managed City of

Easton Non-Uniformed Pension Plan, the City and the Union agree to modify the existing PMRS non-uniformed plan effective January 1, 1995, as follows:

- a. The requirements for full retirement benefits shall be fifty-five (55) years of age and twenty-four (24) years of service.
- b. The City's contribution to the PMRS pension plan will be such that an employee covered by the plan will accrue a current service annuity benefit at the rate of one percent (1%) per year of service retroactive to the employee's effective date of membership in the plan.
- c. The employee will contribute a minimum of four percent (4%) of compensation through payroll deduction for the purchase of a separate retirement annuity.
- d. Effective January 1, 2013 an employee may contribute up to an additional sixteen percent (16%) to a maximum of twenty percent (20%) of compensation through payroll deduction for the purchase of the separate retirement annuity referred to in subparagraph b. above.

J. **Funeral Leave.** In the event of death in the immediate family of an employee, a leave of absence, with full pay, shall be granted by the Department Director. The maximum time off for death in the family with pay shall be up to four (4) working days. A funeral notice or other documentary evidence of death shall be submitted to the Human Resources Bureau upon request. Only scheduled workdays will be paid as bereavement days. The immediate family shall be defined as an employee's spouse, live-in or domestic partner, child, step-child, mother, father, step-mother, step-father, brother, sister, step-brother, step-sister, grandchild, step-grandchild, grandparent, step-grandparent, mother-in-law and father-in-law. One day of funeral leave shall be provided in the event of the death of an employee's brother-in-law, sister-in-law, aunt or uncle.

If additional funeral leave time is needed, employees may submit such request to their Department Director, with the right to appeal the Department Director's decision to the City Administrator.

K. **Education Allowance.** The City will pay fifty percent (50%) of the actual costs of tuition and books at the start of the semester and fifty percent (50%) at the completion with the grade of C or better; if City, State or Federal laws, rules or regulations require such course(s) for the performance of their job.

The City's Tuition Reimbursement Policy shall be incorporated into this Agreement only to the extent it improves upon or expands the benefits to employees contained in this Section

L. **CDL Training Program Sponsorship.** The City shall sponsor up to one (1) bargaining-unit employee per calendar year to attend a Commercial Driver's License ("CDL") training program offered by a provider selected by the employee from a City-maintained list of approved providers,

which shall be discussed with the Union.

Eligibility is limited to employees who have completed at least one (1) year of continuous service with the City and have not received any disciplinary action within the twelve (12) months preceding application. Sponsorship shall be awarded on a first-come, first-served basis; however, if more than one employee seeks sponsorship, seniority shall prevail.

The City shall reimburse tuition and mandatory program fees upon the employee's successful completion of the CDL training program and shall provide written confirmation of reimbursement to the selected provider as necessary to permit participation in any deferred-payment program. If the employee fails to complete the program, the employee shall be solely responsible for any tuition or fees owed.

If, within five (5) years of completing the CDL training program, the employee voluntarily resigns or is terminated with just cause, the employee shall reimburse the City one hundred percent (100%) of the tuition costs. No reimbursement obligation shall apply in the event of layoff, disability, or termination without just cause.

M. Layoffs. The City may offer early retirement incentives before resorting to layoffs.

N. Recall from Layoffs.

1. The City agrees to notify employees at their last known mailing address, of any job openings in the City, after all internal job postings have been completed, for a period of two (2) years from layoff. However, if an opening occurs in the classification from which the employee is laid off, the employee shall be recalled prior to any posting.
2. It is the laid off employees' responsibility to keep their addresses current with the City.
3. Employees on layoff shall be recalled to positions for which they meet the minimum qualifications, according to seniority.
4. A recalled employee shall:
 - a. retain all seniority accumulated up to the date of layoff. No seniority shall accrue during the layoff.
 - b. be subject to the same requirements as a successful bidder or a newly hired employee as specified in Article XIV.
 - c. be subject to the one dollar (\$1.00) less per hour probationary rate of pay for that period of time left in their pay rate probationary status at the time of layoff.

- d. be frozen in their recalled position for that amount of time left in their frozen status at the time of layoff.
- e. have any sick leave accumulation on the books at the time of layoff restored upon recall. However, no accumulation of sick, vacation or other paid time off shall accrue during the period of layoff.

O. Emergency Rides.

- 1. Emergency personnel who are required to work during a Governor declared state of emergency which bans non-emergency travel in Northampton County, and, who either live in the City of Easton or are available to be picked up at a place designated by the City at the City's perimeter, shall be driven to and from work by the City at the City's discretion. In the event the City does not provide transportation to emergency personnel who are available to be picked up under this paragraph, said personnel shall not be charged with any absence and shall receive their regular pay for that day. Emergency personnel who are not available to be picked up by the City in accordance with this paragraph shall not be charged with an absence and shall not receive their regular pay for that day, but shall be entitled, though not required, to use vacation or personal days in lieu of their regular pay.
- 2. Notwithstanding the foregoing, the failure of an emergency employee to make a reasonable effort to report to work shall discharge the City's obligation to drive the employee to and from work.

P. Respite.

- 1. After the completion of twelve (12) consecutive hours of work in a twenty-four (24) hour period, as set forth in paragraphs 3 and 4 below, an employee shall have at least eight (8) hours off ("respite") before returning to his or her next regularly scheduled shift. If this provision results in any employee reporting late for his or her next regularly scheduled shift, the employee shall not suffer any loss of earnings. Unless authorized by the City, any employee reporting late for the next regularly scheduled shift under this provision shall cease working his or her regularly scheduled shift at the regular ending time for that shift.
- 2. For purposes of this Section O, the twenty-four (24) hour period shall be deemed to have begun at the start time of the employee's regularly scheduled shift.
- 3. Employees working "scheduled" overtime must work twelve (12) consecutive hours before receiving respite under paragraph 1 above. Scheduled overtime for purposes of this Section O shall be defined as an overtime assignment which is made known to the employee prior to the end of his or her regularly scheduled shift, and which gives the employee time off before returning to work the overtime assignment. Employees who are assigned "scheduled" overtime must

be permitted to have at least seven and one-half (7½) hours off between the end of their regular shift and the start of their overtime assignment.

4. Employees whose overtime work has not been "scheduled," will be entitled to respite under paragraph 1 above after working a total of twelve (12) consecutive hours within a twenty-four (24) hour period.
5. Upon mutual agreement between an employee and supervisor, the employee may be permitted to work beyond twelve (12) consecutive hours. By way of example, a day shift (7:00 a.m. to 3:00 p.m.) employee who has completed his regular shift and returns to work from 7:00 p.m. until 11:00 a.m. (4 hours into his next regular shift), will be entitled (for his 7:00 p.m. to 11:00 a.m. work) to the following: 16 hours of overtime pay and 4 hours of paid respite at straight-time.

ARTICLE XIX PROBATIONARY EMPLOYEES

A. New Employees.

1. All newly hired employees shall be subject to a probationary period of six (6) months and must have completed one hundred (100) days worked during that time.
2. Probationary employees shall be paid the same wages as regular employees in their classifications as set forth in Appendix A of this Agreement. Employees serving a probationary period at the time of ratification of this Agreement shall be paid the regular classification rate for their title, retroactive to January 1, 2022, or to their hire date, whichever is the later date.
3. Any new employee shall be frozen in their entry level position for six (6) months and the completion of one hundred (100) days worked from their starting employment date with the City.
4. Employee performance shall be evaluated at two (2), four (4), and six (6) month intervals by the Supervisor and Director in conjunction with the Human Resources Director, to determine whether or not the employment should be made permanent.
5. Probationary employees will have no grievance rights for disciplinary matters; except that in cases where a probationary employee has not received the evaluations set forth in paragraph 4 above, the employee shall have the right to grieve any discipline issued during the probationary period.

B. Transfers or Promotions. In the cases of transfers or promotions, all employees shall be subject to an evaluation period of eighty (80) days of work as set forth in Article XIV.

C. **Wastewater Operators.**

1. When an employee is awarded an Operator position at the Wastewater Plant, the employee must begin making application for the certification examination for the next available examination and for every examination thereafter.
2. Employees in these positions must actively participate in any and all educational programs provided by the City and must, through periodic evaluations, exhibit progress in their skills and knowledge of wastewater treatment operations.
3. Unlicensed Wastewater Operators who pass the required Pennsylvania Department of Environmental Protection ("PA DEP") Level "A" licensing exams shall receive the Licensed Wastewater Operator wage rate as set forth in Appendix A. This increase shall take effect on the date the exam result is issued.

4. **Level "A" License Requirement.**

- a. Employees employed by the City as Wastewater Operators prior to February 14, 2018, must pass the Level A license exam within four (4) years or within the maximum time period specified by the PA DEP - whichever is longer. Employees employed by the City as Wastewater Operators after February 14, 2018, must pass the Level A license exam within two (2) years. This requirement is conditioned upon the State of PA regularly making the exam reasonably available.

The City may, in its discretion, grant a one-year extension to pass the Level A exam. An employee seeking a one-year extension shall, with the approval of the Director, make a written request to his/her Supervisor and Director for the one-year extension.

The City shall reimburse employees for their Level A licensing exam costs up to a maximum of three (3) exams.

- b. Employees who fail to pass the Level A exam within the required time period under this Section C, may be terminated from City employment if no other vacant position for which the individual is qualified exists.

ARTICLE XX
ADJUSTMENT OF GRIEVANCE

All references to a "day" or "days" in the Grievance Procedure shall mean only a day or days City Hall, defined as the City's offices located at 123 South Third Street, Easton, PA, is open for business to the public between the normal opening and closing hours and shall not include

days City Hall is open only part of the day for whatever reason.

Employees shall not be disciplined or discharged without just cause.

A. Should any grievance arise as to a breach of this Agreement, the employee or employees affected shall process the grievance in accordance with the following procedures:

STEP 1: The employee or employees affected shall within ten (10) days of its occurrence file a written complaint with the steward of the Union elected by the employees of said bureau who shall make an earnest effort to settle it promptly with the employee's bureau supervisor or director within the ten (10) days. The bureau supervisor or director shall have fifteen (15) days after the grievance was first presented in writing, to settle the matter. If no satisfactory settlement is reached, the Grievant or Union may within ten (10) days after the bureau supervisor's or director's written answer, proceed to Step 2 of the grievance procedure.

STEP 2: The Union shall submit the written grievance to the City Administrator. The City's representatives at Step 2 will be the City Administrator and/or his or her designee or designees not to exceed three persons; the Union's representatives shall be the Grievant, if any, and two (2) members of the Union's Executive Board or one member of the Executive Board and the Chief Steward. The Step 2 meeting shall be held within thirty (30) days of the date the grievance was filed at Step 2. Any resolution of the grievance at Step 2 agreed upon by the respective representatives of the parties shall be binding. The Union shall have 120 days from the date that the grievance was filed to either settle the grievance, or to file a demand for arbitration with the City Administrator. The Union shall notify the Mayor of all demands for arbitration. Within twenty (20) days after the demand for arbitration is made either party shall have the right to request mediation of the grievance through the Pennsylvania Bureau of Mediation. Both parties shall then sign the mediation request form(s) and the requesting party shall forward the required paperwork to the Bureau of Mediation. The arbitration shall not be delayed by the mediation process, except by mutual agreement for the purpose of settlement.

STEP 3: An authorized representative of the City and an authorized representative of the Union shall endeavor to select an impartial arbitrator from any source to hear and decide the grievance. In the event they are unable to agree upon an impartial arbitrator within five (5) days after the request for arbitration is made, the impartial arbitrator shall be selected through and pursuant to the rules of the Pennsylvania Bureau of Mediation. The arbitrator shall render his written decision within thirty (30) days after the hearing is closed, or, if the parties submit briefs, within thirty (30) days after submission of the briefs.

B. The decision of the Arbitrator shall be final and binding on all parties. The fees of the Bureau of Mediation and the charges of the Arbitrator shall be shared equally by the parties.

C. Any grievance shall be considered as settled on the basis of the last answer of the opposing party if one party fails to appeal to the next step within the time limitations set forth herein. Time limitations under this Article may be waived by mutual consent of the parties.

D. An employee who has been discharged shall bypass Step 1 of the grievance procedure and shall file the grievance directly with the City Administrator within five (5) days of discharge. The grievance shall then be processed in accordance with Step 2 of the grievance procedure.

E. A grievance which affects a substantial number of a class of employees may initially be presented by the Union at Step 2. The stated time for submitting a class-action grievance shall be ten (10) days.

F. An employee who is terminated for just cause shall not be entitled to any payment for unused accrued vacation, unused accrued sick leave, or longevity pay under Article VIII, Section C.

ARTICLE XXI SAFETY AND HEALTH

A. The City agrees to provide healthy, safe and sanitary conditions for its employees.

B. The Union will participate in the City's Health and Safety Committee (Committee) A minimum of one bargaining unit member from each City location (City Hall, Waste Water Treatment Plant, 500 Complex and Water Plant) shall be appointed by the Union to serve of the Health and Safety Committee. The Committee shall meet as often as necessary, but not less than once each calendar quarter, for the purpose of jointly reviewing, inspecting and investigating health and safety conditions and practices. The Committee shall make constructive recommendations to be submitted to the City for review and disposition, including but not limited to the implementation of corrective measures to eliminate unhealthy and unsafe conditions and practices, and to improve existing health and safety conditions and practices. The City shall expeditiously review such recommendations and inform the Committee of its decisions and reasons therefore.

Time spent in Committee meetings by Union Representatives, including walk-around time during joint inspections and investigations shall not result in loss of regularly scheduled time or pay to the employee involved.

ARTICLE XXII NEW CLASSIFICATIONS

Whenever a new classification is introduced, the City and the Union will meet to bargain over the wage rates for the classification. All other terms and conditions of the Agreement will apply to said classifications unless the parties agree otherwise. Appendix A shall be revised through an amendment to this Agreement to add the new classifications and their corresponding

pay rates

ARTICLE XXIII
PART-TIME EMPLOYEES

A. The City and the Union agree to the following with respect to current part-time employees and current part-time positions which perform bargaining unit work:

- 1.** Part-time employees hired on or before December 31, 2012 shall not be covered by this Agreement.
- 2.** If or when current part-time employees leave their positions and the City determines to refill those positions with new part-time employees, the Union and the City will meet to determine whether those individual jobs are covered by this Agreement or whether they must be excluded due to their professional, confidential, or supervisory status. If a legal status exclusion is not required, the position shall be covered by the Agreement and the parties will bargain over the wages, benefits and conditions of employment for the position.
- 3.** The recycling work performed by current part-time employees shall, by attrition, be moved back to the bargaining unit. If current recycling employees are unavailable on a weekend, the weekend recycling work is to be offered to the bargaining unit employees in accordance with the provisions of Article XI, Section F.

B. With the exception of the part-time positions referenced in Section A.2. above, no part-time employees shall be hired to perform bargaining unit work until on or after January 1, 2015. For all part-time employees hired to perform bargaining unit work after January 1, 2015 the following shall apply:

- 1.** The City shall notify the Union of its intent to hire part-time employees and the part-time positions it intends to fill. The City and the Union will meet to bargain over the wages, benefits and terms and conditions of employment for the part-time employees subject to the following conditions:
 - a.** Part-time employees who hold the same job title, or have the same job description/duties as full-time employees, shall earn the same hourly wage rates as the corresponding full-time positions.
 - b.** All full-time employees shall have seniority over all part-time employees for all purposes under this Agreement.
 - c.** Part-time employees shall not work overtime hours. Full-time

employees shall not lose overtime due to the hiring of part-time employees to perform bargaining unit work.

- d. Part-time employees shall not be hired to: eliminate any full-time position; to avoid the payment of overtime; or to erode the full-time bargaining unit.
- e. The union dues requirements contained in Article X shall apply to a part-time employees covered by the Agreement.

ARTICLE XXIV
NON-DISCRIMINATION

The City of Easton does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provisions of services or Union membership.

ARTICLE XXV
TERMS OF AGREEMENT

This Agreement and all its terms shall be binding upon the City and the Union as well as their successors, lessees and assigns and shall become effective January 1, 2026 and shall remain in effect (unless amended by mutual agreement) until the 31st day of December, 2029 and shall continue from year to year thereafter upon the same terms and conditions as herein contained unless notice to terminate the Agreement or change certain of its provisions is given in writing by either party to the other at least six (6) months prior to the last day of January in any year thereafter.

In the event that this Agreement conflicts with any present or future government, federal or state statutes or regulations, it shall be revised to conform to them.

All benefits accorded by previous contracts are included herein unless modified hereby.

IN WITNESS WHEREOF, the City and the Union have caused these present to be executed on this _____ day of _____, 2026.

ATTEST:

CITY OF EASTON, PENNSYLVANIA

City Administrator

Mayor

City Controller

ATTEST:

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO, LOCAL 447

Union Official

Union President

Appendix A

Job Title	AFSCME/447 Wage and Salary Schedule (Annual Salary and Hourly Rates)								
	Annual Wage Increase		3.0%		3.0%		3.0%		
	Annual Hours	Hourly	2026	2027	2028	2029			
Job Title	Hourly	Salary	Hourly	Salary	Hourly	Salary	Hourly	Salary	
Clerk III	\$27.31	\$49,891.72	\$28.13	\$51,388.48	\$28.97	\$52,930.13	\$29.84	\$54,518.03	
Rental Compliance Officer	\$28.57	\$59,644.65	\$29.42	\$61,433.99	\$30.31	\$63,277.01	\$31.21	\$65,175.32	
Code Compliance Solid Waste	\$28.57	\$59,644.65	\$29.42	\$61,433.99	\$30.31	\$63,277.01	\$31.21	\$65,175.32	
Code Compliance Officer	\$28.57	\$59,644.65	\$29.42	\$61,433.99	\$30.31	\$63,277.01	\$31.21	\$65,175.32	
Driver I/Laborer	\$26.61	\$55,566.42	\$27.41	\$57,233.41	\$28.23	\$58,950.41	\$29.08	\$60,718.92	
Driver II/Laborer	\$27.25	\$56,906.35	\$28.07	\$58,613.54	\$28.91	\$60,371.95	\$29.78	\$62,183.11	
Electrician III	\$30.65	\$63,995.27	\$31.57	\$65,915.13	\$32.52	\$67,892.58	\$33.49	\$69,929.36	
Engineering Technician II	\$34.12	\$62,336.49	\$35.14	\$64,206.58	\$36.20	\$66,132.78	\$37.28	\$68,116.76	
Equipment Operator	\$28.01	\$58,485.28	\$28.85	\$60,239.84	\$29.72	\$62,047.04	\$30.61	\$63,908.45	
Equipment Operator Day/Night	\$28.01	\$58,485.28	\$28.85	\$60,239.84	\$29.72	\$62,047.04	\$30.61	\$63,908.45	
Equipment Operator II	\$28.01	\$58,485.28	\$28.85	\$60,239.84	\$29.72	\$62,047.04	\$30.61	\$63,908.45	
Foreman	\$33.14	\$69,205.32	\$34.14	\$71,281.48	\$35.16	\$73,419.93	\$36.22	\$75,622.53	
IPP Technician	\$29.89	\$62,415.22	\$30.79	\$64,287.68	\$31.71	\$66,216.31	\$32.66	\$68,202.80	
Jr. Foreman	\$30.82	\$56,300.10	\$31.74	\$57,989.10	\$32.69	\$59,728.78	\$33.67	\$61,520.64	
Laborer	\$26.06	\$54,404.83	\$26.84	\$56,036.97	\$27.64	\$57,718.08	\$28.47	\$59,449.62	
Maintenance Mechanic	\$29.52	\$61,642.03	\$30.41	\$63,491.30	\$31.32	\$65,396.03	\$32.26	\$67,357.91	
Mechanic I	\$30.43	\$63,547.52	\$31.35	\$65,453.95	\$32.29	\$67,417.57	\$33.26	\$69,440.09	
Mechanic II	\$33.14	\$69,205.32	\$34.14	\$71,281.48	\$35.16	\$73,419.93	\$36.22	\$75,622.53	
Revenue Agent	\$30.01	\$54,831.35	\$30.91	\$56,476.29	\$31.84	\$58,170.57	\$32.79	\$59,915.69	
WW Rotating Operator - Unlicensed	\$27.64	\$57,710.62	\$28.47	\$59,441.94	\$29.32	\$61,225.20	\$30.20	\$63,061.96	
WW Rotating Operator - Licensed	2088	\$31.13	\$65,007.45	\$32.07	\$66,957.68	\$33.03	\$68,966.41	\$34.02	\$71,035.40

*Employees may be paid at higher rates due to bumping

*WW Rotating Operator shift differential is \$0.75/hr

Resolution
of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

**RESOLUTION ADDING JOB TITLE AND DESCRIPTION OF CHIEF
PLANNER/ZONING OFFICER UNDER DEPARTMENT OF PLANNING AND CODES**

Introduced by: Susan Hartranft-Bittinger

RESOLVED, that the Council of the City of Easton, Pa., approves adding job description for the position of Chief Planner/Zoning Officer, copy attached hereto, as recommended by the City Administration.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

Chief Planner/Zoning Officer
Department of Planning & Codes

Class Title: Chief Planner/Zoning Officer
Department of Planning & Codes

Class Definition: Working under the supervision and guidance of the Director of Planning & Codes. The incumbent coordinates and manages all planning/zoning matters. This person serves as the lead individual to the Easton Planning Commission and Zoning Hearing Board. Organizes and supervises the daily Planning/Zoning operations and functions of the Department of Planning & Codes. The ideal candidate would have strong public speaking and community relationship skills, management, policy development, writing, computer graphic and geographic information systems abilities, and technical expertise in the area of urban planning. This position is considered administrative and is an exempt employment status.

Essential Duties, Knowledge, and Responsibilities: Including the following, other duties may be assigned. These duties are not intended to be all inclusive or exclusive, just illustrative of the kind of work to be performed.

- Participates the development of policy, ordinances, official map, and comprehensive plan
- Prepares ordinances, grants, and other reports; maintains all planning/zoning records
- Implements the City's growth management program; assigns and tracks processing of planning applications, including scheduling for Planning Commission meetings and development of agendas.
- Prepares and presents technical presentations to any commissions, boards, authorities, or groups as a representative for the department and the City as required.
- Properly responds to the public and other inquiries including applicants and complaints
- Participates in the evaluation, updating, and amendments of the Comprehensive Plan; evaluates rezoning, special exception, zoning ordinance amendments, and land development regulations for consistency with the comprehensive plan.
- Works with department director, local officials, Planning Commission, Zoning Hearing Board, public, and other agencies to develop and implement land use policies and regulations and resolve planning and environmental issues.
- May serve as acting director in the absence of a department director
- Must be proficient with the use of a computer, format plotter, scanner, and general office equipment. Essential knowledge of Microsoft Office, Adobe Creative Suite, and ESRI GIS computer systems.
- Extensive knowledge in public land use, land preservation and environmental planning; urban planning as it is applied to statistical methods and procedures, economics, laws and regulations, architecture and design
- Receive, examine, and process all applications for subdivision and land development
- Receive, examine, and process all applications for zoning permits and reviewing construction drawings for construction code compliance
- Receive applications for curative amendments and zoning changes, forwarding such requests to City Council, Planning Commission, and other appropriate agencies
- Receive applications for special exceptions and forward those applications to the Planning Commission for review and recommendations and to the Zoning Hearing Board for action
- Coordinate with the Zoning Solicitor on matters with zoning determinations as needed
- Attend and speak at the regularly scheduled Zoning Hearing Board meetings
- Attend and speak at the regularly scheduled Planning Commission meetings

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must possess mobility to work in a standard office setting and to use standard office equipment, including a computer, copier and printers and/or plotters. Some outdoor work is required in the inspection of various land use developments and construction sites.

Strength to lift and carry materials and equipment up to 25 pounds, occasionally lift and/or move up to 50 pounds is required. Specific vision abilities and hand-eye coordination to read printed materials, and a computer screen; hearing and speech to communicate in person, and over the telephone; use arms and hands to finger, handle, feel operate objects, tools, or controls; and reach with hands and arms.

Minimum Qualifications Required: Graduation from a four-year college or university with a Bachelor Degree in Planning or a closely related field; plus six years of planning experience; or Master's degree from an accredited university in Urban or Regional Planning with a minimum of three years previous planning experience; or equivalent combination of education, training, and experience that is satisfactory to the City preferably in a municipal setting. Candidate must be a member in good standing of the American Planning Association and AICP Certified. A zoning certification from the state of PA or ICC zoning certification will be required at time of hire or be obtained within one year of hire date. Must possess a valid Pennsylvania State driver's license or have the ability to obtain one prior to employment. The ability to speak Spanish is desirable but not required.

The successful applicant will be subject to an extensive background check before employment.

Revised 12/09/2025

Resolution
of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

RESOLUTION AMENDING THE 2026 SALARY AND WAGE TO INCLUDE CHIEF PLANNER/ZONING OFFICER

Introduced by: Susan Hartranft-Bittinger

RESOLVED, the Council of the City of Easton, Pa., approves this amendment to the 2026 Salary and Wage as follows:

DEPARTMENT OF PLANNING & CODES

Chief Planner/Zoning Officer	\$110,000
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This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

2026 Annual Salaries and Wages

<u>Position</u>		2026 Per hour rate for non exempt employees	2026 Salaries/Wages
OFFICE OF THE MAYOR			
Mayor			108,146
Administrative Assistant (1)			76,597
Executive Secretary to the Mayor (1)			63,654
CITY COUNCIL			
Members (6)			9,371
DEPARTMENT OF FINANCE			
Director (1)			128,231
Deputy Director (1)			97,700
Cash Manager/Supervisor (1)			75,151
Accounting and Revenue Supervisor (1)			68,462
Accounts Payable Analyst (1)			56,400
Revenue Agent (2)	\$30.01		54,831
Clerk III (1)	\$27.31		49,892
Clerk III/Floater (2)	\$27.31		49,892
OFFICE OF THE CITY CONTROLLER			
City Controller (1)			22,389
OFFICE OF THE CITY CLERK			
City Clerk (1)			84,872
Assistant City Clerk (0)			0
OFFICE OF THE CITY SOLICITOR			
City Solicitor (1)			101,474
Assistant City Solicitor (2)			62,500
Assistant City Solicitor (0) Part-Time			44,135
OFFICE OF THE CITY ADMINISTRATOR			
City Administrator (1)			148,817
City Hall Lobby Security-Unarmed Part-Time (2)	\$18.54		
<i>Bureau of Purchasing</i>			
Purchasing Manager (1)			86,688
Custodian- City Hall- (2) PT (not to exceed 30 hrs/week)	\$22.72		
<i>Bureau of Human Resources</i>			
Human Resources Manager (1)			98,333
Human Resources Generalist (1)			68,462
Human Resources Coordinator/Payroll Administrator (1)			63,339
Summer Intern (All Departments)	\$15.00		
Summer Intern II (All Departments)	\$20.00		
<i>Bureau of Information Technology</i>			
Director of IT (1)			120,042
System Administrator (1)			80,000
POLICE DEPARTMENT			
Chief (1)			152,710
Captain (2)			129,504
Lieutenant (5)			117,458
Sergeant (7)			108,235
Inspector (2)			106,184
Criminal Investigator (7)			102,557
Court Liaison Officer (1)			102,557

Patrol Officers - 38

Patrol Officer 6th year	98,817
Patrol Officer 5th year	93,836
Patrol Officer 4th year	90,070
Patrol Officer 3rd year	85,475
Patrol Officer 2nd year	80,498
Patrol Officer 1st year	75,908
Patrol Officer (while attending Academy)	61,870

Total 63 positions

Master Degree Stipend	\$1,000.00
Bachelor Degree Stipend	\$750.00
Associate Degree Stipend	\$400.00
Canine Supervisor	\$500.00
K-9 Officer Allowance <i>(Stipend Paid Semi-Annually)</i>	\$2,000.00
*SRU,CNT, and Drone Stipend <i>(Stipend Paid Semi-Annually)</i>	\$300.00

**Maximum of \$300 annually for officers on multiple units*

Office Manager (1)	64,043
Community Advocate (1)	70,401
Clerk III (2)	\$26.51
Custodian- Police Station- (2) PT (not to exceed 30 hrs/week)	48,439

Traffic and Parking Enforcement

Parking Operations Manager (1)	68,167
Clerk III (1)	\$27.31
Full-Time Parking Enforcement Officer (1)	49,892
Parking Enforcement Officer 1st year Probation (1)	51,500
Parking Enforcement Officer 2nd year (0)	\$18.56
Parking Enforcement Officer 3rd year (1)	\$19.10
Parking Enforcement Officer 4th year & Up (3)	\$20.16
Parking Meter Repair (260 hours per year)	\$21.22
	\$20.20

additional \$.10 per hour for Parking Enforcement Officers working 4:00 p.m. to midnight

additional \$.20 per hour for Parking Enforcement Officers working midnight to 8:00 a.m.

FIRE DEPARTMENT

Director/Chief (1)	130,553
Deputy Fire Chief (1)	118,569
Captain (3)	106,691
Lieutenant (3)	101,073
Firefighters - 43	
Firefighter 5th year	94,620
Firefighter 4th year	87,139
Firefighter 3rd year	80,745
Firefighter 2nd year	74,349
Firefighter 1st year	67,952
Recruit II	61,375
Recruit I	48,222

Total - 51 positions

Fire Clerk Stipend	\$3,785.00
Fire Mechanic Stipend	\$3,785.00
SCBA Coordinator/Admin Assistant	\$3,785.00
EMS Coordinator/Admin Assistant	\$3,785.00
IT Coordinator/Clerk	\$3,785.00
Associate SCBA Technician	\$946.00
Master Degree Stipend	\$1,500.00
Bachelor Degree Stipend	\$1,000.00
Associate Degree Stipend	\$600.00

DEPARTMENT OF PLANNING & CODES

Director (1)		126,081
Jr. Foreman (1)	\$30.82	56,300
Clerk III - Floater (0)	\$27.31	49,892
Clerk III (2)	\$27.31	49,892

Bureau of Code Enforcement

Chief Code Administrator (1)		95,000
Rental Compliance Officer (2)	\$28.57	59,645
Code Compliance Officer (5)	\$28.57	59,645
Code Compliance Officer - Solid Waste (1)	\$28.57	59,645
AFSCME Residential Certification Stipend	\$500.00	
AFSCME Commercial Certification Stipend	\$1,000.00	

**All Stipends capped at \$1,250 per trade*

Bureau of Health

Chief Health Administrator (1)		89,740
Chief Health Administrator II/Health Inspector (1)		79,310.16
Health Officer (0)	\$31.91	

Bureau of Planning

Planning Administrator (0)		
Chief Planner/Zoning Officer		110,000

DEPARTMENT OF ECONOMIC & COMMUNITY DEVELOPMENT

Director (1)		116,704
Deputy Director (1)		87,550
Grant Administrator (1)		64,890
Trolley Driver (1) (Seasonal, 10 hrs/wk for 6 months)	\$35.00	

DEPARTMENT OF PUBLIC WORKS

Assistant City Administrator / Director (1)		131,402
Office Manager/Recycling Coordinator (1)		64,043
Conservation Manager (1)		82,353

Summer Laborers - PT (40 hrs/wk for 10 wks each) \$15.00

Bureau of Motors

Supervisor (1)		90,045
Mechanic I (0)	\$30.43	63,548
Mechanic II (4)	\$33.14	69,205

Bureau of Property Maintenance

Supervisor (also Labor Pool) (1)		84,446
Foreman - Property Maintenance/Labor Pool (1)	\$33.14	69,205
Maintenance Mechanic (5)	\$29.52	61,642

Labor Pool

Driver I/Laborer (3)	\$26.61	55,566
Recycling Center Attendant (2) - PT (based on 16 hours/week)	\$14.24	

Bureau of Engineering

City Engineer (1)		103,477
Assistant Engineer with P.E. (0)		94,901
Assistant Engineer with E.I.T (1)		82,726
Project Manager (1)		89,116

Bureau of Collection Systems

Supervisor (1)		93,963
Foreman (1)	\$33.14	69,205
Equipment Operator II (6)	\$28.01	58,485

Highway Bureau

Supervisor (1)		94,031
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Foreman (2)	\$33.14	69,205
Equipment Operator (6)	\$28.01	58,485
Equipment Operator - Days/Nights (2) (.75/hr shift differential)	28.01 +0.75/hour	58485 + 1566
Driver II/Laborer (5)	\$27.25	56,906

Electric Bureau

City Electrician (1)		87,018
Foreman	\$33.14	69,205
Electrician III (1 - WPCF)	\$30.65	63,995
Electrician III (1)	\$30.65	63,995

Bureau of Parks and Recreation

Supervisor of Neighborhood Engagement (1)		80,844
Neighborhood and Recreation Programs, Assistant Coordinator (1)		56,823
Parks Supervisor (1)		86,744
Foreman (1)	\$33.14	69,205
Driver I/Laborer (5)	\$26.61	55,566

Hugh Moore Park

Park Ranger (1)		70,624
Assistant Park Ranger (2)		61,801
Summer Laborers - PT (40 hrs/wk for 10 wks each)	\$15.00	

Bureau of Water Pollution Control

Plant Operations Manager (1)		100,785
Assistant Plant Operations Manager (1)		66,517
Assistant Industrial Pre-Treatment Manager (1)		72,100
Lab Supervisor (1)		84,620
Assistant Lab Supervisor (1)		66,517
Office Manager (1)		53,186

Operators - (9) (\$0.75/hr shift differential/shift)

Lead Operator-Foreman (2)	\$33.14	69,205
Operator - Licensed (7)	\$31.13	65,007
Operator - Unlicensed (0)	\$27.64	57,711

Maintenance Mechanics (5)

Foreman (1)	\$33.14	69,205
Mechanics (4)	\$29.52	61,642

Driver I/Laborer (2)

\$26.06 54,405

1. 1/1/2026

Fire (Including Chief & and Deputy Chief) - 4.5%
 Police (Including Chief and Captains) - 4.5% + 2,000 Competitive Professional Salary Adjustment
 CA, Directors, HR Manager 3% + 2,000 per Mayor's Annual Budget (Excluding Fire & Police)
 Non-Union/Administration - 3%
 AFSCME - 0% Awaiting Finalization of CBA
 Increase Assistant City Solicitor from (1) to (2)
 Decrease Assistant City Solicitor Salary from \$\$68,359 to \$62,500 and remove "First Assistant" from Title
 Remove "Second City Solicitor" from Title and add "Part-Time" - Decrease to (0)
 Change Title from IT Manager to Director of IT and Increase salary from \$\$110,042 to \$120,042
 Increase Accounts Payable Analyst Salary from \$52,815.84 to \$56,400
 Increase Deputy Director Finance Salary from \$90,000 to \$96,000
 Increase IT System Administrator Salary from \$73,500 to \$80,000
 Increase Salary Chief Code Administrator from \$82,881 to \$95,000
 Remove Animal Control Officers, Police Department - 1099 Employees
 Remove Assistant Conservation Manager, Department of Public Works - 1099 Employee
 Remove Community & Economic Development Administrator - Promotion to Deputy Director of Community and Economic Development 1/1/2025
 Remove Codes and Planning Supervisor effective 9/1/2025
 Remove Program Administrator, Department of Community and Economic Development effective 4/24/2025
 Correction - Moved Sustainability Coordinator Position from Bureau of Engineering to Department of Public Works
 Remove Industrial Pre-Treatment Manager, Bureau of Water Pollution Control effective 3/24/2025
 Decrease Assistant City Clerk (0)
 Updated number of positions () for each department and bureau
 Increase Project Manager from \$80,317 to \$89116 (The salary was listed above correctly in the 1/2/2026 meeting. It was not included in the list of changes)

1/14/2026

AFSCME - 3% Finalized contract
City Solicitor - 3% (was missed in the 1/2/2026 adjustments)
Adding Foreman position to Electrical Bureau
Removing Chief Zoning Administrator/UCC Plans Examiner
Adding Chief Planner/Zoning Officer \$110,000
Removing Planning Administrator

Resolution

of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

RESOLUTION APPROVING A TITLE CHANGE FROM IT MANAGER TO IT DIRECTOR

Introduced by: Susan Hartranft-Bittinger

RESOLVED, the Council of the City of Easton, Pa., approves the title change from IT Manager to IT Director. The current IT Manager is performing all job functions of the IT Director job description, copy attached hereto.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

**Information Technology Director-Manager
Bureau of Information Technology**

Class Title: Information Technology DirectorManager

Bureau of Information Technology

Class Definition: Highly responsible administrative professional thoroughly experienced in Windows based servers, computer hardware and software systems. The incumbent will be responsible for overseeing and managing the City computing systems and equipment along with maintaining organization's effectiveness and efficiency by defining and delivering strategic plans for the Information Technology Bureau. Must have detailed knowledge of effective technical management and information analysis. A person in this position will be required to work both "hands-on" in the field and in an office setting. This is an administration position and is classified as and exempt employee reporting directly to the City Administrator.

Essential Duties and Responsibilities: These duties are not intended to be all inclusive or exclusive, just illustrative of the kind of work to be performed. Work involves the performance of both heavy and light manual work of a journeyman's level in the building trades both independently and as part of a team.

To occupy this position, a person must:

- Managing and reporting on allocation of IT budget and ensuring cost-effectiveness.
- Providing direction for IT team members including job expectations, training, and monitoring performance.
- Monitoring daily operations, including server hardware, software, operating systems, and data security.
- Coordinating and performing technology installations, upgrades, and maintenance.
- Testing, troubleshooting, and modifying information systems so that they operate effectively.
- Conducting regular system audits and generating performance reports for operating systems
- Developing and implementing IT policies and best practice guides for the City including evaluating risks to implement into the disaster recovery plan and backup procedures to ensure a safe and secure network.
- Selecting and purchasing new and replacement hardware and software, when necessary.
- Overseeing and determining timeframes for major IT projects while consulting with City management staff
- Assuring all IT activities are performed within the parameters of applicable laws, codes, and regulations.
- Identifying opportunities and remaining up to date with advances in technology and industry best practices.
- Must have excellent analytical and problem-solving skills along with experience in management and leadership.
- Must be highly organized and detail oriented, must have the ability to multi-tasking and have time-management skills with ability to prioritize tasks.

Physical Demands: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions required.

While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands and fingers, handle or feel objects, tools, or controls; and reach with hands and arms. The employee is frequently required to walk, lift, crawl, crouch and/or move up to 30 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Minimum Qualifications Required: Bachelor's degree in information technology, computer science, software engineering, or a related field is a preferable. Must have proven experience in managing IT infrastructure, computer networks, network administration, and network installation. Proficient in computer hardware, cabling installation and support, wireless technology applications and interface, and IT security, Microsoft Windows software, including Server, Office, and Exchange, and SharePoint Services is required. Must possess a current, valid PA driver's license and a safe driving record.

The following certifications are preferred but not required:

- Cisco Certified Technician (CCT)
- Cisco Certified Network Associate (CCNA)
- Windows Server Certification and Fundamentals
- Comp TIA A+
- Comp TIA Network+
- Comp TIA Security+
- Microsoft 365 Fundamentals
- Microsoft Technology Associate (MTA)
- Security Fundamentals
- Systems Security Certified Practitioner
- Windows Operating System Fundamentals
- MCSE
- MCSA
- MCSD
- SharePoint Administrator Certification

Work Schedule: Full time employee Monday – Friday, 8:30 AM – 4:30 PM, expected to be on call off hours.

The successful applicant will be subject to an extensive background check before a formal offer of employment is given.

| *Revised 12/2/2025 03/23/2024*

Resolution

of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT WITH THE OWNER OF 8 CENTRE SQUARE FOR A PROPOSED STAIRCASE ENCROACHING INTO THE RIGHT-OF-WAY OF S. SITGREAVES STREET

Introduced by: Julie Zando-Dennis

WHEREAS, the property owner of 8 Centre Square (the "Owner") has proposed the construction of a staircase that will encroach into the right-of-way of S. Sitgreaves Street (the "Encroachment"); and

WHEREAS, the Owner has agreed to enter into an Encroachment Agreement setting forth the terms and conditions governing the construction, maintenance, and liability of the staircase within the right-of-way; and

WHEREAS, the Council of the City of Easton finds that approving the Encroachment Agreement serves the public interest and ensures appropriate regulation and oversight of the encroachment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Easton that:

1. The Encroachment Agreement between the City of Easton and the Owner of 8 Centre Square for the proposed staircase encroaching into the right-of-way of S. Sitgreaves Street is hereby approved.
2. The Mayor/City Controller, City Clerk is authorized and directed to execute the Encroachment Agreement on behalf of the City of Easton.
3. The Owner shall comply with all terms and conditions of the Encroachment Agreement, including maintenance and liability provisions, to ensure the continued safe and appropriate use of the right-of-way.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

RIGHT-OF-WAY ENCROACHMENT AGREEMENT
8 Centre Square
L9SE2B 5 3 0310

WHEREAS, **Pantelis Theodoropoulos**, (hereinafter referred to as "Owner") with a mailing address of **427 Paxinosa Road, Easton, PA** owns the property known as **8 Centre Square**; and

WHEREAS, the owner proposes to construct a concrete stoop and steps on the **east** side of the property; and

WHEREAS, the proposed **exit steps** will encroach into the right-of-way of **S. Sitgreaves Street**

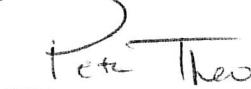
NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the City and the Owner agree as follows:

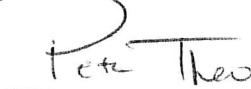
1. The Facilities shall be constructed and maintained, by the Owner and at the Owner's expense, in accordance with the drawing(s) attached as Exhibit A. The plan dimensions of the constructed encroachment shall not exceed the approved dimensions of encroachment.
2. The Owner shall be charged with the responsibility, maintenance and control of said encroachment and shall indemnify and hold the City of Easton harmless from all damages, accidents, casualties, occurrences or claims which might arise, including costs of defense and attorney's fees for any claim, action, causes of action and other related liability within the City of Easton's right-of-way for said encroachment.
3. The Owner agrees to remove the encroachment at their expense when ordered to do so by the City of Easton for the purpose of repairing, replacing or maintaining of any underground utility or facility, whether owned by the City of Easton or by others, or for road and/or sidewalk replacement or maintenance, for any other reason and that the City of Easton will not be responsible for its replacement.
4. The Owner is required to obtain all necessary permits for such work from the City of Easton's Code office. The Owner is required to obtain approval from the Historic District Commission if the encroachment is located within the designated historic district.
5. The Owner is required to maintain the appropriate passageways and clearances for pedestrians using the public walkways
6. The Owner is required to restore the sidewalk and right-of-way area to its original condition upon removal of the encroachment.
7. This Agreement shall be binding upon the parties, their respective successors and assigns.
8. This Agreement shall remain in full force and effect for the existence of the encroachment and shall be recorded in the office of the Recorder of Deeds in Northampton County.

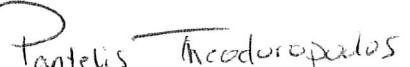
RIGHT-OF-WAY ENCROACHMENT AGREEMENT
8 Centre Square
L9SE2B 5 3 0310

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have executed this Agreement this _____ day of _____, 20 ____.

FOR OWNER: By signing below I am certifying that I am duly authorized on behalf of the owner/organization to execute this agreement:


Signature


Owner
Title


Print Name

Commonwealth of Pennsylvania - Notary Seal
MADISON ITTERLY - Notary Public
Northampton County
My Commission Expires November 5, 2029
Commission Number 1457184



FOR CITY OF EASTON:

WITNESS

BY: _____

Karen Roscioli, City Clerk

Salvatore J. Panto, Jr., Mayor

BY: _____

Chris Heagele, Controller

Insert Notary Seal and Include Acknowledgment



City of Easton
Bureau of Engineering
Application to Encroach into a Public Right-of-way

Location: 8 CENTRE SQUARE

Building Address or Tax Map Parcel No.

L9SE2B-5-3-0310

Street Name or Right-of-way to be encroached

SOUTH SITGREAVES STREET

Item which will encroach: CONCRETE STOOP AND STEPS AS DEPICTED ON
ATTACHED DRAWING AND SHOWN IN PHOTOGRAPHS.

Attach a plan showing edge of existing building or lot, including steps, doors, significant items and any thing which is within the right-of-way; show trees, poles, street lights, etc.; show curb lines; show distances between the building or lot-line and curb or edge of street pavement; show property width; show the item which will encroach; show dimensions and locations of all items above which are shown on the plan. Sidewalk areas must comply with ADA standards.

Explain why you want the encroachment.

EXIT FROM BUILDING ←

Building or Lot Owner: Signature: Pete Theo

Name: JEFFREY C. MARTINSON Phone No. 610-252-9030

Address: 204 BUSHKILL STREET Email: jeffm@themartincon
group.com

Contact Name: PETE THEO Phone No. 908-619-2427

Facility/Business Name: ATLAS CLUB Email: petetheo908@gmail.com

The non-refundable application fee is \$50.00. Submit a check for \$50 payable to "City of Easton" to City Engineer. The permit fee (if application is approved) will be \$20.00 to be paid after approval. The encroachment may require an agreement to be approved by the Easton City Council. Items within the "Historic District" may require approval from the Easton Historic District Commission.

Inspected and reviewed by: John Theo Date: 11/20/25

Approved: X Not Approved: _____ Reason: _____

Contact Notified: ✓

Account No: 10136180 Fee \$50 X check cash

CONCRETE STOOP
WILL PROTECT
UTILITY METERS. * * *



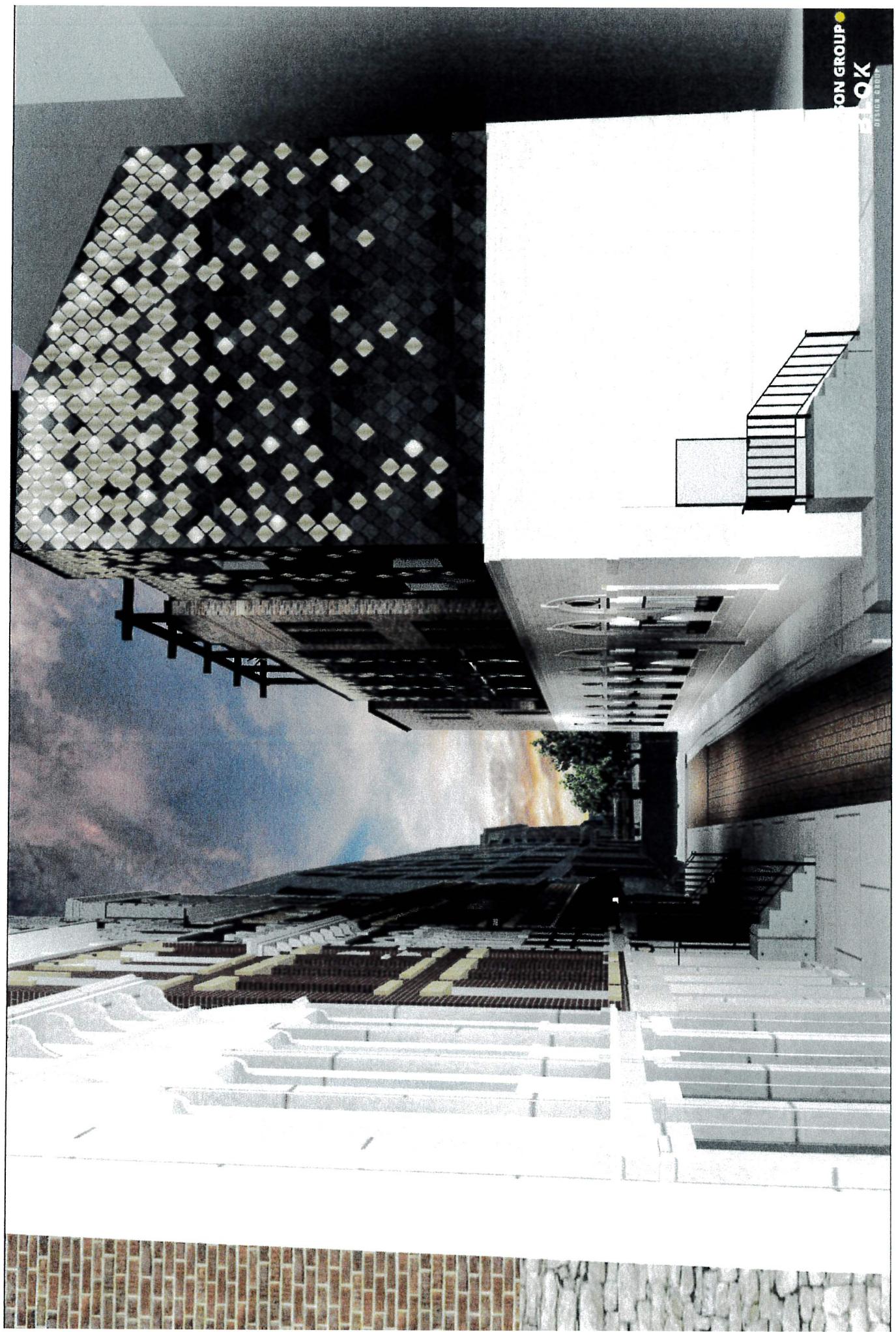
Independent at Heart

3'-0" HEIGHT FROM FIRST
FLOOR LINE TO SIDEWALK.
3'-0" TOTAL PROJECTION FROM
FOUNDATION TO FACE OF
CURB.
EXISTING COUNTERBALANCED
FIRE ESCAPE TO BE
REMOVED AND REPLACED
WITH INTERNAL STAIR
TOWER.



8 Centre Square

Views of Existing Sidewalk along S. Sitgreaves Street





Resolution
of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

**RESOLUTION ACKNOWLEDGING THE CORPORATE NAME CHANGE OF
GANNETT FLEMING TO GFT INFRASTRUCTURE, INC. AND APPLY SUCH
CHANGE TO EXISTING AGREEMENTS**

Introduced by: Julie Zando-Dennis

WHEREAS, the City of Easton, Pa., currently has agreements with Gannett Fleming; and

WHEREAS, Gannett Fleming has formally changed its corporate name to GFT Infrastructure, Inc. (the "Company"); and

WHEREAS, it is necessary and appropriate for the City of Easton to formally acknowledge this corporate name change so that all existing agreements, contracts, and legal instruments previously entered into with Gannett Fleming shall now reflect the name GFT Infrastructure, Inc.; and

WHEREAS, the Council of the City of Easton has determined that acknowledging this corporate name change serves the public interest and ensures continuity and enforceability of all existing agreements with the Company.

NOW THEREFORE BE IT RESOLVED, the Council of the City of Easton, Pa. that:

1. The City of Easton hereby acknowledges the corporate name change of Gannett Fleming to GFT Infrastructure, Inc.
2. All existing agreements, including but not limited to the Encroachment Agreement, between the City of Easton and Gannett Fleming are hereby confirmed to remain in full force and effect under the new corporate name, GFT Infrastructure, Inc.
3. The Mayor, City Administrator, City Controller and Clerk/Secretary are hereby authorized and directed to take any actions necessary to reflect this corporate name change in official records and documentation.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

AMENDMENT TO AGREEMENT FOR CONSULTING ENGINEERING SERVICES
BETWEEN
CITY OF EASTON AND GANNETT FLEMING, INC.

This AMENDMENT ("Amendment") to the Agreement for Consulting Engineering Services dated 5th day of April ,2022 (the "Agreement") by and between City of Easton ("Client") and Gannett Fleming, Inc. ("Engineer"). Client and Engineer are hereinafter collectively referred to as the "Parties" is effective as of _____ 2025 ("Amendment Date").

WHEREAS, Gannett Fleming, Inc. changed its name to GFT Infrastructure, Inc. by an amendment to its certificate of incorporation effective May 30, 2025; and

WHEREAS, Client and Gannett Fleming, Inc. desire to amend the Agreement to reflect the above-mentioned name change.

NOW, THEREFORE, as of the Amendment Date, in consideration of the mutual agreements contained herein, and such other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. The Agreement is amended by replacing the name "Gannett Fleming, Inc." with the name "GFT Infrastructure, Inc." wherever it appears in the Agreement.
2. This Amendment accomplishes a change of corporate name only and (i) all rights and obligations of Client and GFT Infrastructure, Inc. as set forth in the Agreement remain in full force and effect, and (ii) all terms and conditions of the Agreement which are not expressly modified herein shall be unaffected.

IN WITNESS WHEREOF, Client and GFT Infrastructure, Inc. (formerly Gannett Fleming, Inc.) have executed this Amendment by signature of their duly authorized officer the day and year first written above.

City of Easton

Signature: _____

Printed Name: _____

Title: _____

GFT Infrastructure, Inc.

Signature: 

Printed Name: Michael Mehaffey

Title: Vice President

Resolution

of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

RESOLUTION APPROVING A COOPERATIVE AGREEMENT WITH DEITER FAMILY LIMITED PARTNERSHIP (DEITER BROS.) FOR THE CONSTRUCTION OF A PLANNED TRAIL CONNECTION AND TRANSFER OF RIGHT-OF-WAY

Introduced by: Julie Zando-Dennis

WHEREAS, the City of Easton, Pa. has identified the need for a planned trail connection to enhance public access, connectivity, and recreational opportunities; and

WHEREAS, a portion of the planned trail connection is proposed to be constructed within existing right-of-way located on property owned by the Deiter Family Limited Partnership (Deiter Bros.) (the "Owner"); and

WHEREAS, the City of Easton, Pa. and the Owner desire to cooperatively construct the planned trail connection through the existing right-of-way on the Owner's property; and

WHEREAS, the Owner has agreed to allow construction of the trail connection within the existing right-of-way, and the City of Easton has agreed, upon completion of the trail construction, to transfer a portion of the right-of-way to the Owner as consideration for such cooperation; and

WHEREAS, the terms and conditions of this cooperative arrangement are set forth in an agreement between the City of Easton and the Deiter Family Limited Partnership (Deiter Bros.) (the "Agreement"); and

NOW THEREFORE BE IT RESOLVED, the Council of the City of Easton, Pa.:

1. The agreement between the City of Easton and the Deiter Family Limited Partnership (Deiter Bros.), copy attached hereto, for the construction of a planned trail connection and the subsequent transfer of right-of-way is hereby approved.
2. The Mayor/City Controller and City Clerk is hereby authorized and directed to execute the Agreement on behalf of the City of Easton.
3. Upon completion of the trail construction and satisfaction of the terms of the Agreement, the [City/Village/County] is authorized to convey the specified portion of the right-of-way to the Deiter Family Limited Partnership (Deiter Bros.) in accordance with applicable law.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2025, by and between THE DEITER FAMILY LIMITED PARTNERSHIP ("Deiter") and the CITY OF EASTON ("City").

WHEREAS, Deiter owns property identified as 1000 Bushkill Drive, Easton, Northampton County Tax Parcel ID No. L9NE1-23-4-0310;

WHEREAS, there is a potential dispute with regard to the ownership of certain areas between the Deiter property line and Bushkill Drive;

WHEREAS, it is anticipated that the City is going to be building a bike path to the South of Bushkill Drive;

WHEREAS, it is anticipated that the bike path project will be completed by December 31, 2026; and

WHEREAS, the parties desire to address any and all claims with regard to ownership of property between Bushkill Drive and the Deiter property.

NOW, THEREFORE, the parties, incorporating the above whereas paragraphs as if set forth at length, hereby agree as follows:

1. Deiter agrees to cooperate with the City and provide any necessary construction easements or access with regard to the construction of the bike path.

2. The bike path is going to be built outside of the blacktopped area, meaning between the blacktop and Bushkill Drive, as set forth in the attached Exhibit "A".

3. After the completion of the bike path, the parties agree to cooperate to obtain a legal description and to have the property to the south of the bike path deeded to Deiter to extend along the Deiter property line.

4. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives.

5. This Agreement shall be construed according to and governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law

rules. Any action to enforce or interpret this Agreement shall be brought exclusively in the courts of Northampton County, Pennsylvania.

6. This Agreement may be signed in counterparts or any number of duplicate originals, of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement on the date written above.

WITNESS:



DEITER FAMILY LIMITED
PARTNERSHIP



By: James G. Denter
Title: Partner

CITY OF EASTON

By: _____
Title: _____



Resolution

of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

RESOLUTION APPROVING A STORMWATER RUNOFF CONTROL FACILITIES OPERATIONS AND MAINTENANCE AGREEMENT WITH MCDONALD'S USA, LLC

Introduced by: Julie Zando-Dennis

WHEREAS, McDonald's USA, LLC (the "Owner") has proposed development on property located within the jurisdiction of the City of Easton, Pennsylvania; and

WHEREAS, the proposed development includes the construction of stormwater runoff control facilities designed to manage stormwater in accordance with applicable federal, state, and local regulations; and

WHEREAS, the City of Easton requires that such stormwater runoff control facilities be properly operated and maintained to ensure their continued effectiveness and to protect public health, safety, and welfare; and

WHEREAS, the Owner has agreed to enter into a Stormwater Runoff Control Facilities Operations and Maintenance Agreement (the "Agreement") which sets forth the responsibilities for the ongoing operation, maintenance, and repair of the proposed stormwater facilities; and

WHEREAS, the Agreement shall be recorded with the deed for the Property to ensure that the obligations contained therein run with the land and remain binding upon the Owner and all future owners of the Property.

NOW THEREFORE BE IT RESOLVED, the Council of the City of Easton, Pa., that:

1. The Stormwater Runoff Control Facilities Operations and Maintenance Agreement between the City of Easton and McDonald's USA, LLC is hereby approved.
2. The [Mayor/City Controller and City Clerk is hereby authorized and directed to execute the Agreement on behalf of the City of Easton, Pa.
3. The Agreement shall be recorded with the deed for the Property to ensure long-term compliance with stormwater operation and maintenance requirements.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor



PARCEL ID(s): L9SE2D 24 1A 0310

**STORMWATER RUNOFF CONTROL FACILITIES OPERATION AND
MAINTENANCE AGREEMENT for McDonald's USA, LLC, Page 1 of 3**

WHEREAS, McDonald's USA, LLC (hereinafter referred to as "Owner") with a registered address of 110 N. Carpenter Street, Chicago, IL, 60607, owns land on which has been constructed stormwater runoff control facilities; and

WHEREAS, said facilities are or will be located within the City of Easton (hereinafter referred to as "City"), more specifically on the 300 block of Larry Holmes Drive, on the side, current tax parcel numbers L9SE2D 24 1A 0310.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the City and the Owner agree as follows:

1. The Owner shall, at the Owner's sole expense, be responsible for the construction, repair, operation and maintenance of the stormwater control facilities consistent with accepted practice as determined by the City Engineer and as described on the plans. The Owner shall ensure that the facilities are and remain in proper working condition in accordance with approved design standards, rules and regulations and applicable laws, and shall perform preventative maintenance activities at intervals no less than once each year to ensure the proper operation of the stormwater system depicted/described on sheets of drawings dated February 20, 2025, last revised on October 9, 2025 (revision 5) and prepared by Bohler Engineering, LLC.

The Owner shall also perform necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.

The Owner shall provide a report to the City Engineer once each calendar year verifying that any underground facilities have been inspected, and that routine maintenance has been performed and stating what specific maintenance has been completed.

2. The Facilities shall be constructed and maintained by the Owner in accordance with the plans mentioned above in Section 1.

3. The City may inspect the stormwater control facilities at any time upon at least 24 hours advanced notice, except in the case of an emergency, in which case, the City shall provide as much advanced notice as is possible under the circumstances.

4. The Owner shall correct maintenance deficiencies in a timely manner when the Owner notices problems or is made aware of problems by the City Engineer or others.

PARCEL ID(s): L9SE2D 24 1A 0310

**STORMWATER RUNOFF CONTROL FACILITIES OPERATION AND
MAINTENANCE AGREEMENT for McDonald's USA, LLC , Page 2 of 3**

5. In the event the Owner fails to operate and maintain said facilities as shown on the Plan in good working order acceptable to the City of Easton, the City or its representatives may, upon 30 days' prior written notice to Owner and the opportunity to cure, enter upon the Property and take whatever action is deemed

necessary to maintain said facilities. It is expressly understood and agreed that the City is under no obligation to maintain, or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the City.

6. In the event the City, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, , the Owner shall reimburse the City for all reasonable and necessary expenses (direct and indirect) incurred within 30 days of receipt of invoice from the City and if not timely paid, a municipal lien shall be placed upon the premises for 110% of the invoice amount, plus statutorily allowed fees, expenses and costs.

7. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite stormwater facilities by the Owner; provided, however, that this Agreement shall not be deemed to create or affect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

8. The Owner, its assigns, and other successors in interests, hereby release and hold harmless the City's employees and designated representatives from all damages, accidents, casualties, occurrences or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the stormwater facilities by the Owner or City, except to the extent that any such damages, accidents, casualties, occurrences or claims are due solely to the City's employees' or designated representatives' negligence. Except as otherwise provided herein, in the event that a claim is asserted against the City, its designated representatives or employees relating to the construction, presence, or existence or maintenance of the stormwater facilities, the City shall promptly notify the Owner and the Owner shall defend, at its own expense, any suit based on the claim. If any judgment or claims against the City's employees or designated representatives shall be allowed, the Owner shall pay all actual costs and expenses incurred regarding said judgment or claim.

9. Successors and assigns of Owner are advised that this Covenant shall run with the land.

10. This Maintenance Agreement shall remain in full force and effect for the existence of the Stormwater Runoff Control Facilities and shall be recorded in the office

of the Recorder of Deeds as a note to the Deed of Owner recorded in Deed Book Volume 676, Page 000120, dated January 1, 1979.

PARCEL ID(s): L9SE2D 24 1A 0310

STORMWATER RUNOFF CONTROL FACILITIES OPERATION AND
MAINTENANCE AGREEMENT for McDonald's USA, LLC, Page 3 of 3

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby have
executed this Agreement this _____ day of _____, 20____.

FOR OWNER: By signing below I am certifying that I am duly authorized on behalf of
the owner/organization to execute this agreement:


Signature Jenna Stein Senior Counsel, Director
Jenna Stein
Print Name

FOR CITY OF EASTON:

WITNESS

BY: _____
Karen Roscioli, City Clerk

BY: _____
Salvatore J. Panto, Jr., Mayor

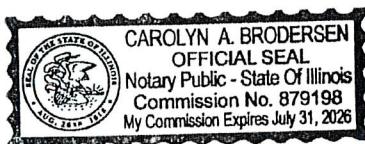
BY: _____
Chris Heagel, Controller

STATE OF ILLINOIS
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF COOK

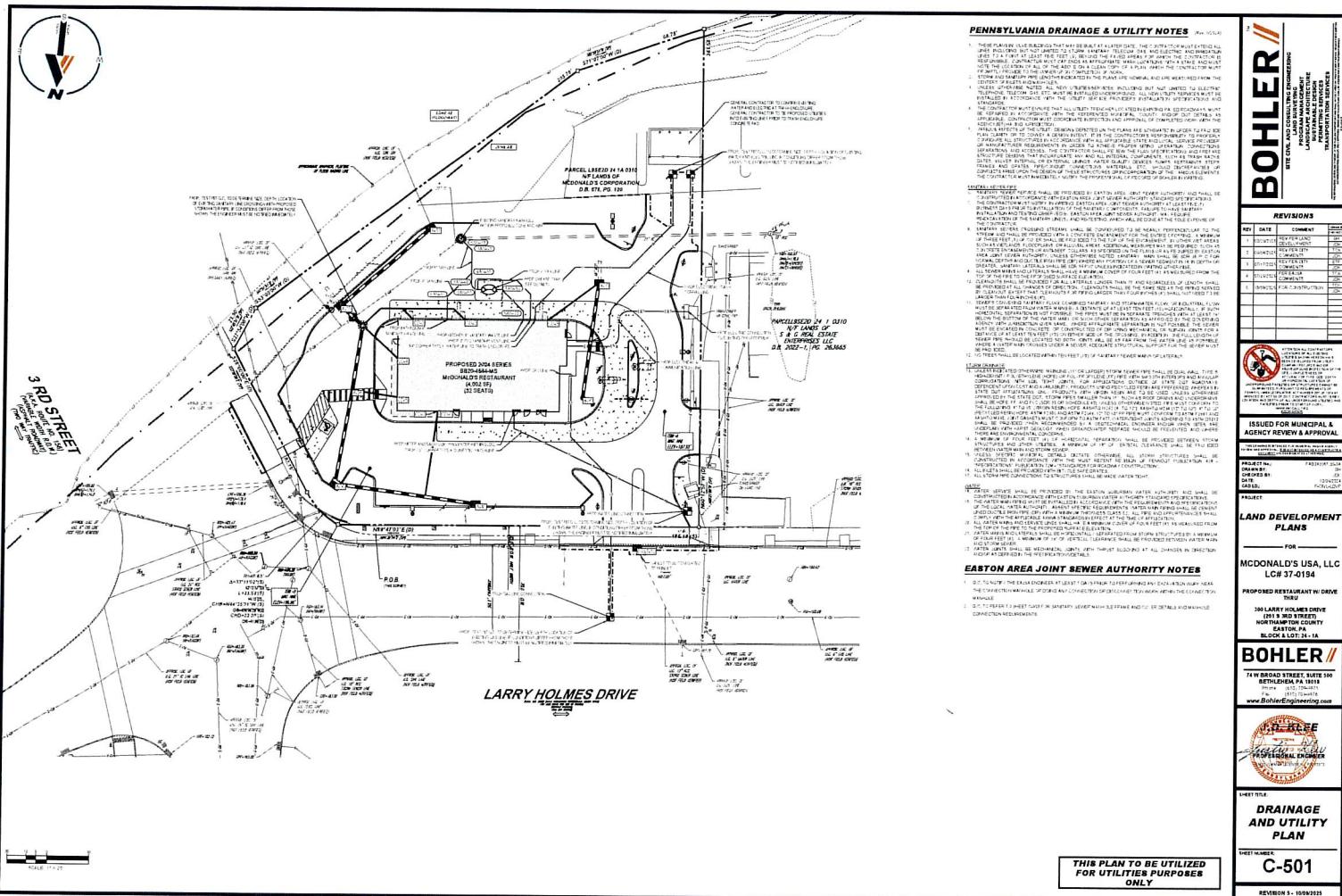
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On this the 12th day of November, 2025, before me, the subscriber, a duly authorized Notary Public, personally appeared Jenna Stein, known to me (or satisfactorily proven) to be the person who signed his/her name to the within instrument, and who acknowledged himself/herself to be the Senior Counsel / Director of McDonald's Corporation, a Delaware corporation, and that he/she signed the foregoing instrument on behalf of the corporation, being authorized to do so, for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Carolyn A. Brodersen
Notary Public
My Commission Expires:



Resolution
of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

RESOLUTION APPROVING A DEVELOPER AGREEMENT BETWEEN THE CITY OF EASTON AND MCDONALD'S USA, LLC

Introduced by: Julie Zando-Dennis

WHEREAS, the City of Easton desires to enter into a developer's agreement with McDonald's USA, LLC for the reconstruction of the existing McDonald's building in the downtown; and

WHEREAS, the improvements include a new building, parking and lane configuration, closure of the driveway leading in from the 3rd Street Bridge, along with other utility work and site amenities as outlined in the agreement, copy attached hereto; and

WHEREAS, the value of the improvements is estimated to be approximately \$313,948

NOW THEREFORE, BE IT RESOLVED BY the Council of the City of Easton, Pa., as follows:

1. Approval of Agreement:

The City Council hereby approves the Agreement between the City of Easton, Pa. and McDonald's USA, LLC construction as described herein.

2. Authorization to Execute:

The Mayor and City Controller are authorized to sign said agreement and City Clerk to attest to same

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor



**City of Easton
Easton, Pennsylvania**

DEVELOPER'S AGREEMENT

**Improvements Required by City of Easton
Subdivision and Land Development Ordinance**

**Project: McDonald's USA, LLC, Proposed Restaurant with Drive-Thru
Parcel: L9SE2D 24 1A 0310**

THIS AGREEMENT is entered into this ____ day of _____, 2025 by and between MCDONALD'S USA, LLC, a Delaware limited liability company, with a registered address of 110 N. Carpenter Street, Chicago, IL, 60607 (hereinafter referred to as the "Developer"), and the CITY OF EASTON, a municipal corporation, with its offices and principal place of business situate at 123 South Third Street, Easton, Northampton County, Pennsylvania (hereinafter referred to as the "City")

Witnessed:

WHEREAS, pursuant to the requirements of the City's Subdivision and Land Development Ordinance, Developer has submitted plans (hereinafter referred to as "Plans") to the City's Planning Commission for land development and/or subdivision, which Plans have been approved by the Planning Commission subject to full compliance by Developer with any conditions and/or contingencies noted thereon or noted in the official public minutes of the Planning Commission meeting at which such approval was granted, and further subject to full compliance with all covenants and agreements hereinafter set forth,

NOW, THEREFORE, for and in consideration of the sum of One and 0/100 (\$1.00) Dollar in hand paid by City to Developer, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Developer, the parties hereto, covenant and agree as follows:

A. Special Provisions

1. Tracts of Land Covered By This Agreement: Developer warrants and represents that it is the record owner of **1.02 acres** of land situate as follows (which collectively are hereinafter referred to as the "Property"), and that is undertaking development of the Property in accordance with the following plans (the "Development"):

- (a) County: Northampton
- (b) County Map, Block, Lot Number(s): L9SE2D 24 1A 0310
- (c) Deed Book Volume and Page Numbers: 676 - 000120
- (d) Name of Development/Project: McDonald's USA, LLC, Proposed Restaurant with Drive-Thru
- (e) Type of Development: Proposed rebuild of Restaurant with Drive-Thru
- (f) Location: 300 Larry Holmes Drive, Easton, PA 18042
- (g) Documents Entitled:
 - (i) Land Development Plans for McDonald's USA, LLC, LC# 37-0194, dated February 20, 2025, last revised on October 9, 2025 (revision 5), as prepared by Bohler Engineering, LLC; and
 - (ii) City of Easton Department of Planning & Zoning Memorandum dated April 22, 2025; and
 - (iii) Opinion of Probable Construction Costs as prepared by Bohler Engineering, LLC, dated July 17, 2025, and approved by the City of Easton on or about August 11, 2025.

2. Financial Security Requested: Pursuant to 53 P.S. §10509: To guarantee

and assure satisfactory and complete compliance by Developer with the covenants and agreements to be performed hereunder and the satisfactory completion of the improvements required hereunder, Based on the approved "Opinion of Probable Costs" (Exhibit B), the Developer shall pledge to the City a financial security in the form of an irrevocable letter of credit attached hereto as Exhibit "A" in the amount of **\$313,947.82** which pledge shall remain open and effective indefinitely following the outside completion dates set forth herein for improvements, unless released prior thereto. If the Developer requires more than one year from the date of posting of the financial security to complete the required improvements, the amount of the financial security may be increased, at the discretion of the City, by an additional 10% for each one-year period beyond the first anniversary date of posting of financial security or to an amount not exceeding 110% of the cost of completing the required improvements as re-established on or about the expiration of the preceding one year period.

3. Improvements: The Developer shall provide all improvements as set forth in the Plans and in the attached Exhibit B "Opinion of Probable Costs, dated **July 17, 2025**," said Costs being a list of said improvements and the cost for each such improvement. The improvements shown on the approved drawings shall be constructed and paid for by the developer. Such improvements include improvements in areas inside and outside of the public right-of-way or street cartways, as shown on the plans, such as street trees, sidewalks, curbs, curb ramps, streetlights, storm water extensions and sanitary sewer laterals, manholes, and catch basins. Such improvements shall also include, but may not be limited to, all work appurtenant to said improvements or otherwise as required on the approved drawings, such as traffic control, signage (such as parking advisory signs and poles), pavement markings and restoration (including crosswalks), and utility pole relocation and replacement.

4. Construction Traffic: Developer will make all arrangements necessary for all construction traffic to enter and leave the site and shall provide traffic control and signs as needed to maintain reasonable safeguards for nearby pedestrians and vehicular traffic and minimize degradation of nearby ROW, such as streets, curbs, and sidewalks.

5. Completion Deadline for Public Improvements: Developer agrees to complete all the terms and conditions of this Agreement concerning public improvements within 24 months from the date of this Agreement. Developer agrees that in the event that same are not then completed, the City shall be authorized, but not obligated, to enter the Property and complete all public improvements and use the financial security pledged with it for this purpose. Developer shall be liable to City for any deficiency.

6. Completion Deadline for Private Improvements:

(a) The following private improvements shall be completed by Developer within 24 months from the date of this Agreement, unless the City and Developer agree to an extension of said time period: off-street parking and driveways; sidewalks, steps and/or paths; exterior lighting; all landscaping including fine grading and seeding, buffer-screening, and fences; operational storm water management facility system; the removal of all structures not shown on the Plans to be retained; private sanitary sewer laterals and building drains.

(b) Unless the City and Developer agree to an extension of time as set forth in Paragraph 7(a), in the event all improvements listed above are not completed by the Developer and approved by the City within the allocated time, the City shall have the right, but not an obligation, to enter the premises and complete the private improvements listed in 6(a) and use the financial security pledged with it for this purpose.

7. Additional Special Provisions.

- (a) Intentionally omitted.
- (b) Address Assignment

An address assignment request shall be made to the City Engineer upon completion of the development or upon issuance of a temporary CO, whichever occurs first. Upon issuance of new assigned address(es), the developer shall coordinate with the City in and be responsible for recording said address(es) with the Recorder of Deeds of Northampton County and provide proof of the recording to the City Engineer.

B. Standard Provisions

1. Construction of All Public and Private Improvements: The plans given final approval by the City for the Development are incorporated herein by reference. Developer shall construct all public and private improvements indicated therein in accordance with said plans, and all of Developer's obligations hereunder shall similarly relate to said plans.

2. Cable, Electric, Telephone Lines and Utilities: Unless otherwise indicated in the final approved plans, all cable, electric, telephone lines and other utilities shall be installed underground except in areas where overhead utilities are permitted.

3. Inspections: All public improvements shall be subject to periodic inspection by the City during construction for the purpose of verifying compliance with this Agreement, compliance with City ordinances and compliance with any other applicable rules, regulations and statutes. The Developer shall be responsible for inspection of all private property improvements. Unannounced surprise inspections may be made by City at any time and at the time a Certificate of Occupancy is requested; provided, however, that any such inspections shall

not unreasonably interfere with work that may be occurring on site. Such inspections shall be for the purpose of verifying compliance with the terms and conditions of this Agreement. It is agreed that City shall have the right, but not an obligation, to conduct such inspections. Responsibility for job site safety is solely that of the Developer.

The Developer shall have all exterior electrical work (such as street lighting wiring and irrigation pump wiring as applicable) inspected by a certified inspector at Developer's expense and shall provide proof to the City Engineer upon project completion. The Developer shall have the exterior private property improvements inspected at Developer's expense by a qualified inspector or consultant and shall provide a report to the City Engineer prior to receiving any certificates of occupancy stating that such improvements as water, storm sewer, sanitary sewer laterals and building drains, curbs, paving, landscaping, storm water management facilities and irrigation system have been inspected, tested and are acceptable. Copies of any required tests including alignment, pressure tests, strength tests, tv inspections, etc. shall be included. Storm water sewers shall also be tested for leakage.

4. City Ordinances: With respect to all public and private improvements, Developer shall comply with all City Ordinances, and with all Rules and Regulations promulgated by any department of the City pertaining to such ordinances, including but not limited to the following: Zoning Ordinance; Building Code; Plumbing Code; Electric Code; Fire Code; Health Ordinances; Subdivision and Land Development Ordinance; all ordinances of the City of Easton pertaining to the construction and installation of streets, roads, curbs, gutters, and sidewalks; and all ordinances pertaining to the installation of sanitary and storm sewer lines in the City of Easton.

5. State and Federal Statutes and Regulations: With respect to all public and

private improvements, Developer shall comply with each applicable federal and state statute and with all federal and state Rules and Regulations. Developer shall be responsible for obtaining all applicable federal and state permits, including any required from the Pennsylvania Department of Environmental Protection and the Pennsylvania Department of Transportation prior to the commencement of development of the Property, and shall, during development, abide by the rules and regulations of said Departments, including but not limited to those pertaining to erosion, environmental, sewage and access.

6. Certificate of Occupancy: It is agreed that the City may withhold the Certificate of Occupancy for the proposed building if any one or more of the following improvements are not complete: operational water supply to the building, operational sanitary sewer service to the building, functional storm water management facilities, operational electric to the building, final grading and seeding, adequate site drainage; or if there is a failure of the building to comply with any applicable City code or ordinance, or a failure of the building to be acceptable to the City Building inspector; or if any public improvements or private improvements required as part of the Plans and/or by this Agreement are not completed.

7. Payment for City Inspections and Fees: Developer agrees to pay a fee of \$6,000.00 to cover the following costs, which Developer agrees is authorized by the Municipalities Planning Code (“MPC”): (1) legal costs incurred by the City’s legal staff in reviewing the Plans, preparing this Agreement, and all other matters in connection with this Agreement; (2) City Engineering costs incurred by the City’s engineering staff in reviewing the Plans, preparing this Agreement, all other matters in connection with this Agreement, and estimated cost of field inspections and engineering services related to inspection expenses incurred by the City Engineer’s Office; and (3) all City’s clerical and administrative costs that

are directly related to the approval of the Plans and Development.

8. Public Improvements:

(a) Full Compliance: All public improvements including but not limited to streets, sidewalks, walkways, curbs, gutters, street lights, fire hydrants, street trees, water mains, sanitary sewers, storm sewers and all other required improvements shall be constructed in strict accordance with the plans approved by the City, and its applicable Authorities, in accordance with the requirements of this Agreement and in accordance with any and all applicable federal, state and municipal statutes, ordinances, rules and regulations and industry construction standards. The Developer shall notify the City Engineer's inspector prior to the start of construction of each improvement and shall not bury any underground item until the inspector has approved the installation.

(1) The Developer shall supply to the City a set of AutoCAD Record Drawings or scaled PDF "Record Drawings" of the public improvements being conveyed to the City. These Record Drawings shall be developed from "as-built" information collected by the developer and his contractors during the construction of the development.

(2) The Developer shall supply to the City a computer file of a video and an associated inspection report printout which shall show the location of all sewer laterals and condition of the pipe.

(b) Staking and Monumentation:

(1) Concrete Monuments: Developer shall furnish and permanently set in proper positions, at Developer's sole cost and expense, concrete monuments at all block corners, and at all points of tangency and points of curve in the street lines as shown on the Plan. All concrete monuments shall be thirty-six inches (36") long and six inches (6") square.

(2) Iron Pipes – Lot Monuments: All lot monuments shall, at a minimum, be iron pipes at least twenty-four inches (24") long and shall be set flush with the finished grade. All lot monuments for each lot shall be put in place prior to the sale and therefore prior to the issuance of a Certificate of Occupancy for any building thereon, whichever occurs first. The City Engineer may require concrete monuments at certain critical points to provide the most assurance of future accuracy and stability of said points.

(3) Placement of Missing Monuments: Developer or its successor in interest in each lot, as the case may be, shall replace any monuments which are found to be missing or dislocated and must allow City to place such other monuments as City's Engineer or Building Inspector may reasonably require as a result of any engineering or inspection services performed by City.

(c) Street Right-Of-Ways:

(1) Width and Alignment: The width and alignment of all streets shall be as indicated on the final approved plans.

(2) Developer's Obligations: Developer shall at Developer's sole cost and expense:

(i) Paving of Cartways: Furnish all materials and perform all work necessary to construct and pave, in accordance with the City's Ordinances and Pennsylvania Department of Transportation Specifications, the cartways of all streets where indicated on the plans.

(ii) Responsible Paving Contractor: Employ for the street cartway paving required by this Agreement a qualified street paving contractor which must, if requested by the City Engineer, furnish to City's Engineer a sworn statement of its

qualifications for such work, describing its experience and its financial ability to perform the work to be performed by it hereunder,

(iii) Paving Deferred Until Completion of adjacent curb work and utility work:

Final paving shall be deferred until installation of the associated curb is complete.

(iv) Signs: Install traffic control signs and street signs in accordance with Pennsylvania Department of Transportation, Manual on Uniform Traffic Control Devices (MUTCD) and City of Easton standards at the direction and locations established by the City's Department of Public Works. Street names shall be white, uppercase letters, 6 inches high on a green background and white border meeting Pennsylvania Department of Transportation and Manual on Uniform Traffic Control Devices standards.

(v) Streetlights: Pay all charges assessed by any utility company for the installation of streetlights required by the City. If installed by the Developer or its contractor, all materials and installation shall meet the requirements of Met Ed/First Energy electrical company. The Developer shall hire and pay a third-party electrical inspector to inspect and verify all exterior wiring and connections.

(vi) Sidewalks and Handicapped-Accessible Ramps:

Construct and complete all concrete sidewalks and curb ramps in accordance with local standards and Federal ADA standards.

(vii) Storm Sewers: Construct and complete the necessary storm sewer facilities to drain storm waters from Developer's tract of land, as indicated on the final approved plans. Test the system for alignment and watertightness in the presence of the City Inspector.

(viii) Water Mains and Fire Hydrants: Construct, install

and complete water mains and fire hydrants in accordance with Easton Suburban Water Authority's (ESWA) specifications and with the lines and grades established or approved by Easton Suburban Water Authority's Engineer and subject to the inspection and approval of Easton Suburban Water Authority's Engineer, at all locations indicated on the final approved plans in accord with the following requirements, or, at the ESWA's option, the ESWA shall install such facilities.

(ix) Water Laterals:

The Developer shall contract with the Easton Suburban Water Authority to construct and install water services from main to curb for each unit in the development.

(d) Acceptance of Public Improvements:

(1) Developer's Responsibility for Streets Before City Acceptance:

For all streets which are temporarily closed for construction, until the acceptance by City of each street to be paved or repaired by Developer pursuant hereto and of the other public improvements to be constructed by Developer pursuant hereto by a letter of final acceptance by City's Engineer, the City shall have no duty, responsibility, or liability whatsoever for the construction, maintenance, repair, grading or reconstruction thereof or for the removal of snow and ice from any of said streets, and such duties, responsibilities or liability shall be the sole responsibility of Developer, who shall indemnify and hold harmless the City from any claims, disputes, or suits arising from or out of such duty.

(2) Written Notice To City Upon Completion:

Upon completion of the public improvements, Developer shall give written notice thereof to City's Bureau of Engineering, whereupon City shall promptly inspect the same and either inform Developer in writing that it is prepared to give its approval or specify in writing the precise

defects to be corrected before such approval is to be given. In the latter event, Developer shall correct such defects and again give written notice of completion, whereupon City shall promptly inspect and proceed as above described.

(3) City and Developer's Responsibilities after Written Final Acceptance:

After written final acceptance of said streets, City shall become the absolute owner of all such streets and shall be deemed to have accepted the condition of each of said streets. Following a one (1) year maintenance period, the City shall thereafter have the responsibility to maintain the streets.

(e) Maintenance by Developer:

(1) Developer to Maintain for One (1) Year: For one year after final written acceptance, Developer shall maintain, at Developer's sole expense, the public improvements to be constructed by Developer pursuant hereto. Developer shall deliver a Maintenance Bond in a sum equal to one-hundred ten percent (110%) of the full amount of the cost of the public improvements, guaranteeing the City against faulty workmanship and materials, including but not limited to settling, depressions or sinkholes therein, and for maintaining the required public improvements in good condition, said Bond to be provided prior to release of the irrevocable letter of credit obtained to secure the public improvements noted in Paragraph A(2).

(2) Notice to Developer of Remedial Work: At least thirty (30) days before the expiration of the one (1) year maintenance period the Developer shall notify the City's Bureau of Engineering of the impending expiration of said period, whereupon the Bureau of Engineering shall promptly inspect the public improvements and inform Developer, in

writing, of any remedial work required, which shall be promptly undertaken by Developer at Developer's sole expense.

(3) Termination of Developer's Obligation: Upon the expiration of said period of one (1) year, Developer shall have no further obligation to maintain or cause to be repaired the public improvements to be constructed by Developer pursuant hereto except as to any remedial work specified in said last mentioned writing and not performed by Developer, and then only until the remedial work remains uncompleted.

(f) Withholding of Certificate of Occupancy: It is mutually agreed that under no circumstances shall any Certificates of Occupancy be issued until such time that all public improvements and the stormwater management facilities have been accepted by the City.

(g) Remedial Work on Existing Public Facilities: The Developer shall be responsible to pay for and complete any remedial work specified by the City on existing public facilities that is needed by the City in connection with construction work on existing public facilities by the Developer. It shall be the Developer's responsibility to document the conditions of existing public facilities that may be affected by construction activities of the Developer before the commencement of work. Street degradation caused by construction shall be repaired or commensurate compensation for repair provided to the City to the satisfaction of the City Engineer. The City notes that any street deterioration during the construction would be assumed, unless demonstrated otherwise, to be caused by construction vehicles and equipment working on the construction of the development, so that the repair of such deteriorated streets would require, at a minimum, that the street be milled and overlayed in accordance with Chapter 515-16 of the City Code. Further, street base deterioration associated with construction traffic shall be repaired per City Code as necessary. Contingency cost for this potential work shall be

included in the “Opinion of Probable Costs.”

9. Private Improvements:

(a) Engineering Grades: The City will not be responsible for establishing engineering grades or lines for any private improvements. The Developer, however, must construct said improvements to an engineering grade and line so that positive drainage will be maintained in accordance with approved plans. These lines and grades shall be noted on the Record Plans per industry standard.

10. Completion of Improvements:

(a) Public Improvements: Unless a different time frame is specified hereinabove, the Developer agrees to complete all the terms and conditions of this Agreement concerning construction of public improvements within two (2) years from the date of this Agreement, unless the City and Developer agree to an extension of said time period, and Developer agrees that in the event that all terms, conditions and public improvements called for in this Agreement are not then completed, the City shall be authorized in its sole discretion, but is not required, to enter the premises and complete all public improvements and use the financial security pledged with it for this purpose. Developer shall be liable to City for any deficiency and agrees to pay the City the full amount of any deficiency within thirty (30) days of being invoiced by City for same. Amounts not paid within thirty (30) days of issuance of any invoice for any deficiency shall bear interest at the rate of 1% per month.

(b) Private Improvements:

(1) Time Deadline for Completion: Unless a different time frame is specified hereinabove, the following private improvements and any additional private improvements specified on the drawings as required by the City Engineer to be included in this

section of the Developer's agreement shall be completed by Developer within twenty-four (24) months from the date of this Agreement or prior to the issuance of the Certificate of Occupancy, whichever occurs first, unless the City and Developer agree to an extension of said time period: Off-street parking and driveways; sidewalks and/or paths; exterior lighting; all landscaping including fine grading, seeding and buffer screening; fences; retaining walls; operational storm water conveyance system; and the removal of all structures not shown on the Plans to be retained.

(2) Failure to Complete: If all private improvements listed in the preceding paragraph are not completed by the Developer and approved by the City within the specified time, City shall have the right in its sole discretion, but not the obligation, to use the financial security pledge with it to complete said improvements. Said financial security shall be returned to Developer upon the Developer's satisfactory completion of the improvements. Partial returns may be made as incomplete improvements are completed. The City shall be the sole judge as to the reasonable amounts required to be held or returned.

(c) Completion of Public and Private Improvements to City's Satisfaction: All public and private improvements shall be completed to the satisfaction of the City's Departments of Public Works. Said approval must be in writing to be binding under this Agreement.

11. No Damages: Developer hereby acknowledges that the City has informed Developer that pursuant to 53 P.S. §10405, (which is applicable in municipalities (including the City of Easton) in the Commonwealth of Pennsylvania, no person shall recover any damages for the taking, for public use, of any building or improvements constructed within the lines of any street, watercourse, or public ground.

12. Clean-Up During Construction and After Completion of Construction:

Both during and immediately after Construction, Developer shall perform a clean-up of all Developer's land within the development, such as removing all dead or dying trees, poison ivy, debris, and litter. Developer shall be responsible for cleaning up mud, debris and litter which may leave the Property during Construction by any means. This includes mud tracked out on tires and materials blown off the site. City reserves the right to remedy any breach of Developer's obligations after written notification by City to Developer and Developer's failure to cure such problem within 48 hours of receiving such notice, and the City reserves the right to charge Developer for the cost incurred in such a clean-up. Developer agrees to pay all such costs incurred by City, and City may use the financial security pledged hereunder for payment, if Developer fails to pay the City for a period of fifteen (15) days after receipt of the City's invoice for same.

13. Obstruction of Right-of-Way: Developer shall not block any portion of the City Street right-of-way without first securing permission from the Easton Police Department, Bureau of Traffic. The Developer shall secure permission from PennDOT for permission to occupy any state road right-of-way or street.

14. Signs: During construction the Developer agrees to post signs around construction areas to keep the public away from hazardous conditions and further agrees to install temporary traffic control signs, as needed, which shall meet current PennDOT standards.

15. Severability: Should any section or provision of this Agreement be declared by a Court of competent jurisdiction to be invalid or unenforceable, such decision shall not affect the validity or enforceability of the remainder of this Agreement as a whole, or any part hereof.

16. Recording Fee: Developer shall pay all costs required to record this

Agreement and to record same and any Deed of Dedication with the County of Northampton.

17. Successors and Assigns: This Agreement shall be binding on the respective parties and their successors and assigns.

18. Construction and Interpretation: Developer agrees to waive and to deem inapplicable, the legal rule of interpretation that, in the event of any ambiguity or issue of construction in this document, that the same will be resolved against the drafter of the document, i.e. the City of Easton. The parties agree that the public interest shall be protected and furthered by this Agreement and that this Agreement is to be interpreted in such a manner as to favor the public interest as opposed to any private interest. As used in this Agreement and when required by context, each number (singular or plural) shall include all numbers, and similarly as used in this Agreement when required by context, each gender shall include all genders, including the neutral gender. The captions or titles preceding the paragraphs/sections are intended only as a matter of convenience and for reference purposes and in no way define, limit, or describe the scope or intent of the provisions contained therein.

19. Waiver: No waiver by the City of any breach of this Agreement shall constitute a continuing waiver or waiver of any subsequent breach either of the same or another provision of this Agreement.

20. Time: Any time period provided in this Agreement which shall expire on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day. For the purposes of this section, the term "holiday" shall mean a day other than a Saturday or Sunday on which banks in the Commonwealth of Pennsylvania are or may elect to be closed. For the purpose of counting days under this Agreement, the date of execution by all parties shall count as the first day.

21. Choice of Law: This Agreement is to be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles. Jurisdiction and venue for any dispute hereunder shall be exclusively in the Court of Common Pleas of Northampton County, Pennsylvania.

22. Deed of Dedication: Upon final completion of the public improvements required hereunder and approval thereof by the City, the Developer will deliver to the City a properly authorized Deed or Deeds in recordable form for any improvements to be dedicated to the City.

23. Control of Work: It is expressly understood and agreed that the construction of all work under this Agreement shall be at all times under the sole and exclusive control of the Developer and that in performing said work, or having said work performed, the Developer or the persons or firms engaged by it are acting as independent contractors and not as agents, servants, workmen and/or employees of the City. The Developer agrees to assume sole and exclusive responsibility to perform all work in a safe and careful manner and agrees to indemnify, defend, and save harmless the City and its officers, agents and employees, from any and all claims for damages asserted by anyone as a result of injury to person or property, or other loss or damage resulting from or in any way related to the performance of any work required by this Agreement, except to the extent caused by the City's or its representatives negligent, reckless, or willful actions.

24. Continuation of Obligation: All promises, agreements, covenants, and obligations of the Developer in this Agreement shall survive final execution of any subdivision and/or other plan by the City and the recording thereof by Developer.

25. Failure of Developer to Complete Improvements within Deadlines:

If construction of all public and private improvements has not been completed in full accordance with the requirements of this Agreement, within the time deadlines set forth in this Agreement, as may be extended by the agreement of the parties, then, upon thirty (30) days prior written notice to Developer sent by certified mail to the Developer at the address above given, all approvals and consents provided by the City of Easton, the City of Easton Zoning Hearing Board and the City of Easton Planning Commission shall lapse and become null and void, in the absence of an amendment to this Agreement executed by the City approving extension(s) of the deadline for completion.

26. **Termination.** Upon fulfillment of Developer's obligations under this Agreement, and upon request, the City will provide a letter confirming that all improvements have been completed and any security can be released or satisfied.

27. **Litigation.** Any obligation in this Agreement for Developer to pay City's legal fees, expert witness fees, court costs or any other obligation in connection with litigation filed by the City against Developer shall apply only if the City prevails in such litigation by achieving substantially the result that had been sought by the City, whether by judgment, verdict or settlement.

FOR DEVELOPER: By signing below, I am certifying that I am duly authorized on behalf of the owner/organization to execute this agreement:


Signature

Senior Counsel, Director
Title

Jenna Stern

FOR CITY OF EASTON

WITNESS

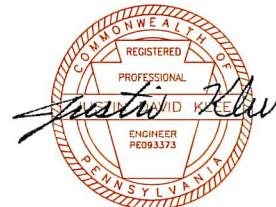
Karen Roscioli, City Clerk

BY: Salvatore J. Panto, Jr., Mayor

BY: Chris Heagele, Controller



Preliminary Opinion of Probable Construction Costs



Project: **Easton McDonalds Rebuild 37-0194**
 300 Larry Holmes Drive
 City of Easton
 Northampton County, PA

Bohler Office:
 74 West Broad St #500
 Bethlehem, PA 18018
 Phone # (610) 709-9971

Client: **McDonalds USA, LLC**
 1210 N. Carpenter Street
 Chicago, IL

Project No.: **PAB240065.00**
 Date: **7/17/2025**
 Last Revised:

[Bohler Engineering, LLC] ("Bohler" or the "Firm") is providing this [Preliminary Opinion of Probable Construction Costs] ("OPCC") to [McDonalds USA, LLC] ("Client") for services to be rendered in connection with the 300 Larry Holmes Drive, Easton, PA ("Parcel"). Client has advised Bohler that the Client is proposing to develop the Parcel as a Easton McDonalds Rebuild (the "Project"). The Firm relied on this description in preparing this OPCC. This Parcel will also contain related site amenities and improvements [inclusive of parking, access roadways, lighting, landscaping, utilities, and stormwater management facilities].

In preparing this OPCC, the Firm is currently in receipt of a plan entitled "Land Developmanet Plans" which were prepared, dated 12/6/2024, last revised 7/17/2025. The Firm has utilized and relied upon these documents and materials in creating the description of the Firm's scope of services to underlie the preparation of the OPCC and this OPCC. The Firm assumes and will be relying on the accuracy and completeness of the above-referenced information you have provided to Bohler.

An OPCC represents Bohler's judgment as a design professional generally familiar with the construction industry. It is recognized however, that Bohler does not have control over: the cost of labor, materials or equipment; the Contractor's means and methods of construction; the Contractor's means and methods of determining bid prices; the competitive bidding, market or negotiating conditions; site conditions or the environment; acts of God and other force majeure conditions; unknown or unidentified field conditions; financial and/or market conditions; subsurface conditions; defects, deficiencies or incomplete information contained in documents, plans, materials and reports which Client has provided and/or which Bohler has or will rely upon; factors or conditions outside of Bohler's control; and any other factors regarding which Bohler is not currently aware. Accordingly, Bohler cannot and does not warrant, covenant, represent or promise that bids or negotiated prices will not vary from this OPCC and the costs set forth herein, and further, this is not a representation that the information contained in this OPCC will not vary from the Client's or, where applicable, the Owner's budget for the Project, from this OPCC or any future OPCC which Bohler prepares.

The Firm's OPCC for this Project is below:

Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
DEMOLITION, REMOVALS, AND CLEARING					
1.	Site Demolition	1.00	LS	\$ 7,500.00	\$ 7,500.00
Total for DEMOLITION, REMOVALS, AND CLEARING:					\$ 7,500
EROSION CONTROL					
1.	Construction Entrance	1.00	EA	\$ 4,000.00	\$ 4,000.00
2.	Concrete Washout	1.00	EA	\$ 1,000.00	\$ 1,000.00
3.	12" Silt Socks	478.00	LF	\$ 6.50	\$ 3,107.00
4.	Tree Protection Fencing	126.00	LF	\$ 4.25	\$ 535.50
5.	Inlet Protection (Silt Sack)	7.00	EA	\$ 170.00	\$ 1,190.00
6.	Soil Stockpiles	1.00	EA	\$ 750.00	\$ 750.00
Total for EROSION CONTROL:					\$ 10,583
CURB AND PAVEMENT					
1.	Concrete Curb On-Site	1,165.00	LF	\$ 25.00	\$ 29,125.00
2.	Concrete Sidewalk, 4" Depth	2,124.65	SF	\$ 9.00	\$ 19,121.85
3.	Concrete Curb Ramp	3.00	EA	\$ 1,000.00	\$ 3,000.00
4.	Detectable Warning Surface	30.00	SF	\$ 80.00	\$ 2,400.00
5.	Concrete Pavement, 6" Depth	4,448.42	SF	\$ 10.00	\$ 44,484.20
6.	Asphalt Paving Superpave Asphalt Mixture Design, 9.5 MM Mix, 2" Depth SRL-H	1,878.00	SY	\$ 16.50	\$ 30,987.00

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Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
	Superpave Asphalt Mixture Design, HMA Binder Course, 25 MM Mix, 3" Depth	1,878.00	SY	\$ 13.00	\$ 24,414.00
	Subbase, 8" Depth	1,878.00	SY	\$ 10.50	\$ 19,719.00
					Total for CURB AND PAVEMENT: \$ 173,251
STRIPING AND SIGNAGE					
1.	4" Epoxy Striping	1,534.00	LF	\$ 0.40	\$ 613.60
2.	24" Wide Thermoplastic Striping	63.00	LF	\$ 2.25	\$ 141.75
3.	On-Site Painted Directional Arrows	3.00	EA	\$ 100.00	\$ 300.00
4.	Painted Handicap Symbols	1.00	EA	\$ 125.00	\$ 125.00
5.	Handicap Parking Signs	1.00	EA	\$ 225.00	\$ 225.00
					Total for STRIPING AND SIGNAGE: \$ 1,405
LANDSCAPING					
1.	Shade Tree (2 1/2" - 3" caliper)	7.00	EA	\$ 450.00	\$ 3,150.00
2.	Evergreen Shrubs & Deciduous Shrubs (18" - 24")	8.00	EA	\$ 57.50	\$ 460.00
3.	Evergreen Shrubs & Deciduous Shrubs (24" - 30")	63.00	EA	\$ 72.50	\$ 4,567.50
4.	Groundcover Shrubs (15" - 18" spread)	11.00	EA	\$ 35.00	\$ 385.00
					Total for LANDSCAPING: \$ 8,563
LIGHTING					
1.	Single LED Setup with 30" Exposed Foundation (21' Mounting)	4.00	EA	\$ 4,200.00	\$ 16,800.00
2.	Double LED Setup with 30" Exposed Foundation (21' Mounting)	1.00	EA	\$ 5,400.00	\$ 5,400.00
					Total for LIGHTING: \$ 22,200
STORM DRAINAGE					
1.	4' Dia. Storm Manhole	2.00	EA	\$ 3,350.00	\$ 6,700.00
2.	Flat Inlet	2.00	EA	\$ 2,250.00	\$ 4,500.00
3.	Curb Inlet	3.00	EA	\$ 2,500.00	\$ 7,500.00
4.	Roof Drain Fittings	12.00	EA	\$ 51.50	\$ 618.00
					Total for STORM DRAINAGE: \$ 19,318
SANITARY SEWER					
1.	Drop Manhole	1.00	EA	\$ 5,000.00	\$ 5,000.00
2.	Lateral Tee/Wye Connections	1.00	EA	\$ 150.00	\$ 150.00
3.	500 Gallon Grease Trap	1.00	EA	\$ 9,250.00	\$ 9,250.00
4.	Sanitary Cleanout	4.00	EA	\$ 333.00	\$ 1,332.00
5.	Testing and Flushing	1.00	LS	\$ 3,000.00	\$ 3,000.00
					Total for SANITARY SEWER: \$ 18,732
WATER					
1.	3/4" Type K Copper Line	122.00	LF	\$ 20.00	\$ 2,440.00

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Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
2.	2" Type K Copper Line	116.00	LF	\$ 83.50	\$ 9,686.00
Total for WATER:					\$ 12,126

MISCELLANEOUS

1. Concrete Bollards	4.00	EA	\$ 380.00	\$ 1,520.00
2. Monumentation	7.00	EA	\$ 300.00	\$ 2,100.00
Total for MISCELLANEOUS:				\$ 3,620

ELECTRIC AND COMMUNICATIONS

1. Trenching, 4' Depth, Conduit by Others	200.00	LF	\$ 6.00	\$ 1,200.00
Total for ELECTRIC AND COMMUNICATIONS:				\$ 1,200

GAS

1. Trenching, 4' Depth, Conduit by Others	138.00	LF	\$ 6.00	\$ 828.00
Total for GAS:				\$ 828

HDPE (THIS SECTION TO BE INCORPORATED INTO SECTIONS ABOVE DEPENDING USAGE, OTHERWISE, DO NOT INCLUDE)

1. 4" HDPE	145.00	LF	\$ 15.00	\$ 2,175.00
2. 6" HDPE	64.00	LF	\$ 19.00	\$ 1,216.00
3. 15" HDPE	316.00	LF	\$ 38.00	\$ 12,008.00

PVC (THIS SECTION TO BE INCORPORATED INTO SECTIONS ABOVE DEPENDING USAGE, OTHERWISE, DO NOT INCLUDE)

1. 4" PVC	113.00	LF	\$ 34.00	\$ 3,842.00
2. 6" PVC	20.00	LF	\$ 42.00	\$ 840.00
3. 6" PVC Cleanout	22.00	EA	\$ 300.00	\$ 6,600.00

SUBTOTAL: \$ 279,325.40

Construction Stakeout	1.50	%	\$ 4,189.88
As-Built Plans	2,500.00	LS	\$ 2,500.00
Contingency	10.00	%	\$ 27,932.54
TOTAL:			\$ 313,947.82

In the event the above conditions and assumptions are exceeded and further modifications or additional services are required, Bohler reserves the right to supplement this OPCC with additional services and scopes. Items and scope not included in the above OPCC include, but are not limited to:

- Design development changes;
- Schedule adjustments;
- General administration changes (such as wage rates);
- Differing site conditions (above ground and below) from those reasonably expected;
- Third party requirements imposed during construction including, but not limited to, new permits; and

The Firm and the Client recognize and affirm that to the extent the Client, or where applicable, the Owner, authorizes Bohler to perform only a narrow scope of services, this will impact and limit Bohler's ability to provide the cost(s) described herein.

The above-stated costs are opinions, only, should not be considered a formal or final construction estimate and should not be relied upon to determine actual costs to perform and complete the scope of the above-described services, Project and improvements. Please note also that this OPCC consists of a "snapshot in time" and the reliability of this OPCC will degrade over time. Bohler cannot and does not make any warranty, promise, guarantee or representation, either express or implied, that proposals, bids, project construction costs, or cost of the scope of work described in this OPCC will not vary significantly over time.

Resolution

of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

RESOLUTION AUTHORIZING THE APPROVAL OF AN AGREEMENT WITH RECREATION TECHNOLOGIES, INC. FOR RECREATION MANAGEMENT SOFTWARE SERVICES

Introduced by: Julie Zando-Dennis

WHEREAS, the Recreation Bureau currently utilizes the RecDesk platform to manage pavilion rentals, youth sports registration, and other recreation-related services; and

WHEREAS, the existing RecDesk platform has limitations in functionality that restrict operational efficiency and service delivery; and

WHEREAS, Recreation Technologies, Inc. offers a more robust recreation management platform with enhanced functionality and expanded capabilities, including improved processing of deposit refunds and the ability to incorporate banner requests into an electronic platform; and

WHEREAS, the adoption of the Recreation Technologies, Inc. platform would improve administrative efficiency, enhance user experience for residents, and better support the operational needs of the Recreation Bureau; and

WHEREAS, the annual cost of the Recreation Technologies, Inc. platform is approximately \$3,200 per year, representing an increase of approximately \$300 over the current annual cost of \$2,900 for the RecDesk platform; and

WHEREAS, the additional cost is considered reasonable and justified given the expanded functionality and improved capabilities offered by Recreation Technologies, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Easton, Pennsylvania, that:

1. The agreement with Recreation Technologies, Inc. to provide recreation management software services for the Recreation Bureau is hereby approved.
2. The appropriate officials are authorized and directed to execute the agreement and any related documents necessary to implement this resolution.
3. The annual cost of approximately \$3,200 shall be funded through the appropriate budgetary allocation for Recreation Bureau operations.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

REC TECHNOLOGIES INC. SERVICES AGREEMENT

Client and Rec share the goal of increasing community participation. Client desires to make its facilities and programming offerings available to residents and to otherwise take advantage of the administrative, scheduling, and transactional, and marketing functions of the Rec Platform to help get the local community active. Rec also desires to give Client access to the Rec Platform in a way that improves the day-to-day operations for the Client.

This Services Agreement (“Agreement”) is made as of _____ (the “Effective Date”), by and between The City of Easton, PA (“Client”) and Rec Technologies Inc. (“Rec”). Client and Rec are referred to herein collectively as the “Parties,” and each as a “Party.”

This Agreement is comprised of the following Schedules which are incorporated into and made a part of this Agreement:

Schedule 1 (Services)

Schedule 2 (Fee Schedule)

Schedule 3 (Marketing & Promotional Commitments)

Schedule 4 (Scope of Work)

1. Services. Rec owns and operates a proprietary technology platform (the “Rec Platform”) that powers the management and use of facilities such as racquet courts, sports fields, aquatics centers and other recreational spaces, which may include opportunities for Rec’s authorized users to view schedules and play guidelines, book programming and reserve such spaces for recreational use, lessons, and other facilitated or unfacilitated activities (collectively, the “Services”). Client shall be entitled to the Services set forth in Schedule 1 (attached hereto) at the negotiated rates set forth in Schedule 2 (attached hereto). In addition to the Services set forth in Schedule 1, Client may also opt in to additional services as approved in writing (via amendment or email) by the Parties hereto. Use of the Services shall at all times be subject to Client’s resident terms of use and Rec’s published community guidelines.

2. Term; Termination.

(a) **Term.** This Agreement commences on the Effective Date and continues through December 31, 2027 unless earlier terminated in accordance with the terms of this Agreement (the “Initial Term”). Unless otherwise set forth herein, upon expiration of the Initial Term, this Agreement will automatically renew for additional consecutive one-year (1-year) periods (each, a “Renewal Term” and, collectively with the Initial Term, the “Term”), unless and until either party gives the other at least ninety (90) days’ prior written notice. Fees during any Renewal Term shall be the same as that of the previous term unless Rec provides Client with notice of a pricing change, in which case such pricing change will go into effect during the next Renewal Term.

(b) **Termination.** Either Party may terminate this Agreement immediately by written notice to the other Party in the event of (i) the other party materially breaches the Agreement and does not cure such breach within thirty (30) days following written notice thereof or (ii) either Party makes a general assignment for the benefit of creditors, is adjudicated as bankrupt or insolvent, commences a case under applicable bankruptcy laws or files a petition seeking reorganization.

(c) Effect of Termination. Upon expiration or termination of this Agreement, (i) the rights and licenses granted to Client hereunder will terminate immediately and Client shall be responsible for all Fees due as of the date of termination as set forth in Schedule 2 hereto, (ii) Client will immediately cease all use of the Rec Platform and (iii) each Party will return or destroy and make no further use of any Confidential Information belonging to the other Party.

3. Representations & Warranties

(a) Each Party represents to the other that it is a valid legal entity and is in good standing or validly existing under the laws of the state of its formation and residence. Each Party represents that it has all the requisite legal power and authority to execute, deliver and perform its obligations under the Agreement; that the execution, delivery and performance of the Agreement has been duly authorized; that the Agreement is enforceable in accordance with its terms; and that no approval, authorization or consent of any governmental or regulatory authorities is required to be obtained or made in order for it to enter into and perform its obligations under the Agreement.

(b) EXCEPT FOR THE LIMITED PERFORMANCE WARRANTY STATED ABOVE, REC AND ITS AFFILIATES AND SUPPLIERS DO NOT REPRESENT THAT CLIENT'S USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICES OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CLIENT'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE STATED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY ANY PARTY OR THIRD PARTY. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY MADE ABOVE, THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS. CLIENT ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CLIENT'S PURPOSES.

4. Indemnification

(a) Each party (the "Indemnifying Party") shall fully indemnify, defend and hold harmless the other party and its officers, directors, employees, agents, successors and assigns (the "Indemnified Party") from and against any and all third party claims, damages, liabilities, losses, and expenses (including any and all reasonable attorney fees, expenses and costs) incurred by or asserted against any Indemnified Party of whatever kind or nature due to (a) a breach or alleged breach by the Indemnified Party of any representation or warranty in this Agreement, and/or (b) a claim related to the negligent acts or negligent failure to act, errors, omissions, or willful misconduct of the Indemnifying Party, its employees, agents, or contractors. The Indemnified Party shall promptly notify the Indemnifying Party of any such claims, suits and actions, and upon request, provide reasonable assistance to the Indemnifying Party. The Indemnifying Party shall not enter into any settlement or compromise related thereto that contains an admission on the part of the Indemnified Party or otherwise negatively impacts the Indemnified Party in any manner without the prior written consent of the Indemnified Party.

5. Intellectual Property

(a) Ownership. Except as expressly set forth herein, Rec and its licensors own all rights, including Intellectual Property Rights, in the Services and any information included therein (excluding any Client

Data), including software and other technology underlying the Services and any individual user account data and records, any modifications, enhancements, customizations, updates, revisions or derivative works of the Services or such technology or information. No transfer of ownership will occur under this Agreement.

(b) **Client Data**. Except as expressly set forth herein, Client will own all worldwide right, title and interest in and to all Client Data and Rec will not obtain any ownership rights or interests in such data. Client hereby grants to Rec a non-exclusive license to use, reproduce, modify and distribute copies of and make available the Client Data and to sublicense such rights as is necessary to provide the Rec Platform to Client. "Client Data" will mean all data and information submitted to the Rec Platform under the account of an employee, consultant, contractor or agent of Client.

(c) **Restrictions**. Client will not, and will not allow any third party to (i) modify, copy or otherwise reproduce the Rec Platform or content available therein in whole or in part except as may otherwise be agreed upon by the Parties in writing, (ii) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code form or structure of the software used in the Rec Platform, (iii) provide, lease or lend the Rec Platform to any third party except as expressly authorized hereunder, (iv) remove any proprietary notices or labels displayed on the Rec Platform, (v) modify or create a derivative work of any part of the Rec Platform, (vi) use the Rec Platform for any unlawful purpose, or (vii) "frame" or "mirror" any of Rec's content which forms part of the Rec Platform. All rights not expressly granted to Client under this Agreement are reserved by Rec.

6. Equal Opportunity. Rec will not discriminate against any employee, applicant for employment, agent or subcontractors, or in the selection thereof, because of race, religion, color, national origin, marital status, sex, disability, sexual orientation or age. Rec will take such actions as are reasonably necessary to ensure that employees, applicants for employment, agents or subcontractors, are treated without regard to their race, religion, color, national origin, marital status, sex, sexual orientation or age. As used herein, the term "treated" will mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

7. Confidentiality. Each party agrees to keep confidential and not disclose or use any confidential information of the other party except as necessary for the performance of its obligations under this Agreement.

8. Independent Contractor. Rec, in performance of its obligations under this Agreement, is acting as an independent contractor, and the personnel supplied to Client are engaged solely by Rec and not by Client. Rec personnel are not employees or agents of Client, and neither Rec nor its employees or agents will be subject to the direction, control or supervision of Client with respect to that time spent or procedures followed in the performance of the Services hereunder, and has no right or power, express or implied to do any act or thing that would bind Client.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL REC (INCLUDING ITS SUBSIDIARIES AND OTHER AFFILIATES) OR ITS OR THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE

AGGREGATE MAXIMUM LIABILITY OF REC (INCLUDING ITS SUBSIDIARIES AND OTHER AFFILIATES) AND ITS AND THEIR OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES WILL BE LIMITED TO AN AMOUNT PAID BY CLIENT DURING THE 12-MONTH PERIOD OCCURRING IMMEDIATELY PRIOR TO THE EVENT GIVING RIGHT TO LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT INCREASE SUCH LIMIT. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE CLIENT FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT THIS LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. The Parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with making the Services available to Client and that, were Rec to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

10. Governing Law. This Agreement has been made in and will be construed and enforced in accordance with the laws of the State of Pennsylvania applicable to agreements executed and wholly to be performed therein. Any action to enforce this Agreement will be brought in the federal or state courts located in the City of San Francisco.

11. Supremacy of this Agreement. The provisions, terms and conditions of this Agreement hereto represent the entire Agreement and supersede any prior written agreement or understanding not incorporated herein. In the event that inconsistencies exist between this Agreement and any prior written agreements or understandings, the terms of this Agreement will prevail.

12. Right of Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned by either party hereto without the consent of the other; provided, however, that each party will have the right to assign this Agreement without the other party's consent in connection with the purchase or sale of its business. This Agreement will inure to the benefit of and be binding upon the Parties and their representative successors and assigns. Nothing will prevent the use by or for sublicense to, or assignment, in whole or in part, of this Agreement to Client's parent company or to subsidiaries of either thereof.

13. Further Assurance. The Parties agree to perform all acts and execute all supplementary instruments or documents which may be necessary or desirable to carry out the provisions of this Agreement.

14. No Waiver. The failure of either party to insist upon the performance of any terms or conditions of this Agreement or to exercise any rights or privilege conferred in this Agreement or the waiver of enforcing penalties resulting from any breach of any of the terms or conditions of this Agreement, will not be construed as waiving any such terms, conditions, rights or privileges, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

15. Insurance. Rec will maintain the following insurance coverage naming Client and its directors, agents and employees as additional insured. Upon request, Rec will provide Client with a Certificate of Insurance reflecting such coverage.

- (a) Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 Aggregate
- (b) Cyber, Technology and Professional Liability: \$2,000,000 per occurrence and \$2,000,000 Aggregate
- (c) Sexual Abuse & Molestation Liability: \$1,000,000 Aggregate

(d) Worker's Compensation: Employee's liability insurance with minimum limits of \$1,000,000 per occurrence. The workers compensation policy shall be endorsed with a waiver of subrogation in favor of Client for all work performed by Rec, its employees, agents and subcontractors.

16. Force Majeure. Neither party will be liable for any delay in the performance or non-performance of its obligations if such delay or non-performance is due to causes beyond such party's reasonable control, including but not limited to, fire, explosion, accidents, strikes, breakdown of plant, epidemic, cyclone, floor or power failure, civil disorder, acts of government, acts of public enemies, acts of terrorism, war, revolution, civil commotion, blockage or embargo, business interruption, business emergency, any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision authority or representative of any such government or any other force majeure event ("Force Majeure"). In the event a Force Majeure is affecting any Party, the affected Party will have the right to terminate this Agreement by providing written notice to that effect and the affected Party will be released from its obligations under the Agreement and will not be obligated to make any further payments under this Agreement as of the termination date.

17. Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be effective: (i) when personally delivered; (ii) the next business day following deposit with a reputable courier service for overnight delivery; or (iii) five (5) business days following deposit in the United States mail, first class postage prepaid, registered or certified. All notices will be addressed as follows:

If Client:

ATTN:

With an emailed copy to kmccarthy@easton-pa.gov

If Rec:

ATTN:

Rachel Williams

2261 Market Street STE 22268

San Francisco, CA 94114

With an emailed copy to rachel@rec.us

IN WITNESS WHEREOF the parties hereto have signed this Agreement as of the date first written above.

Client

Signature

Kevin McCarthy

Name

Title

Date

Rec Technologies, Inc.

DocuSigned by:

Rachel Williams

2D0525B757DG4A6...

Signature

Rachel Williams

Name

President

Title

1/5/2026

Date

SCHEDULE 1: REC PLATFORM & SERVICES

Schedule 1A: Standard Platform and Services

Rec Technical Platform	Applicable
Programming Registration & Administration	✓
Facilities & Permit Management	✓
Memberships Management	✓
Business & Financial Reporting	✓
Embedded Payment Processing	✓

Rec Services (Ongoing)	Applicable
Rec Licensed Learning & Instructor Management	✓
Rec Programming Development Support	✓
Tier 1 Customer (Resident) Support Management	✓
Marketing Design & Material Production	✓

Rec Services (Launch)	Applicable
Customized Training Program for All Staff	✓
Unlimited Training Hours	✓
Data Configuration	✓
Community Engagement Marketing Campaign	✓
Dedicated Account Management and Support	✓

SCHEDULE 2: FEE SCHEDULE

Fees are collected on a per transaction basis (“Total Rec Fee”) based on the following:

Total Rec Fee = Technology Fee (A) + Payment Processing Fee (B)

Schedule 2A: Technology Fee

The following fees are charged based on the type of purchases made by end users on the Rec platform.

Rec Services Technology Fee	Fee on Processed Revenue
<u>Programming Registration</u> All user registrations for programming purchased on the Rec Platform including summer camps, aquatics lessons and memberships.	5%
<u>Facilities & Permit Management</u> All reservations made for facility bookings on the Rec Platform, including gym rentals and picnic pavilion rentals.	5%

Schedule 2B: Payment Processing

The following fees are charged based on the method of transaction made by end users on the Rec platform.

The Client has the option to pass a portion or the entirety of the following payment processing fees incurred during transactions onto the end user. The specific amount or percentage to be passed on will be determined and set by the Client at their discretion.

Payment Method	Fee
Credit Card	3.5% + \$0.30
ACH or ECheck	1.0%

Additional Notes on Processing Fees

Payment processing fees apply to all transactions, including initial charges made by end users and refunds issued. In the case of a refund, the original processing fee is not returned, and a separate transaction fee will apply to process the refund for credit cards.

Schedule 2C: Implementation & Hardware

Implementation & Hardware	Fee
System Configuration	\$5,000
Data Transfer	

Staff Training	
Design and Brand Collaboration	
Point of Sale Hardware Readers	\$350 per terminal
Facility Public Signage - 18x18" (Courts, Rinks Etc)	\$60 per sign
Facility Public Signage - 9x9" (Rec Rooms, Picnic Rentals)	\$40 per sign

Schedule 2D: Payment Terms

Rec shall be responsible for issuing invoices for all fees due under this Agreement. All payments shall be made in U.S. dollars and may be remitted via ACH transfer, wire transfer, or check. The Client shall be responsible for any bank fees or transaction costs associated with their chosen payment method. All payments must reference the corresponding invoice number to ensure proper application.

Technology Fee Terms

The Technology Fee shall be calculated as a percentage of the gross revenue processed through Rec's system, as specified in the Schedule 2A. Rec will deduct this fee from the gross revenue prior to remitting the net proceeds to the Client on a weekly basis. Each remittance will be accompanied by a detailed report outlining the calculations and any deductions made. The Client acknowledges and agrees that these deductions fulfill their obligation to pay the Annual Fee, and no separate invoices will be issued for this fee.

Implementation Fee Payment Terms

The Implementation Fee shall be due and payable within thirty (30) days following the Effective Date of this Agreement. The Effective Date shall be the date of execution of this Agreement by both Parties. Failure to remit payment within the specified timeframe may result in suspension of Services or other remedies as outlined in this Agreement.

Hardware Purchasing Invoice

The Client shall be invoiced for any hardware purchases made by Rec Technology on the Client's behalf. Such invoices shall be issued upon procurement of the hardware and shall be due and payable within 30 days of the invoice date. The Client acknowledges that all hardware purchases are final and non-refundable unless otherwise stated in the manufacturer's warranty or return policy.

SCHEDULE 3: MARKETING & PROMOTIONAL COMMITMENTS

1. CLIENT MARKETING OBLIGATIONS

- a. Email.** Client will actively participate in Rec partner marketing initiatives by sending out email messages to its community members to promote and advertise recreational programming facilitated by the Rec Platform.
- b. Direct Links from the City Website.** Client will include direct links to the Rec Platform on relevant sections of its website. These links will provide easy access for community members to explore and register for recreational programs.
- c. Temporary and Promotional Signage.** Rec will create and provide temporary signage (such as fence vinyls) to advertise new programs, lessons, or special events. The duration, design, and placement of temporary signage will be mutually agreed upon by both parties.

2. REC'S MARKETING COMMITMENTS

- a.** Rec will engage in marketing efforts designed to increase demand for lessons and programming. This may include campaigns related to subscribing to a court, newsletters, physical marketing materials, social media, engagement with community groups, and other innovative approaches.
- b.** Rec will engage in marketing and brand design with Client in order to support improvements in physical signage and digital presence.

SCHEDULE 4: SCOPE OF WORK - PROGRAM DEVELOPMENT

Phase 1: Initial Discovery & Timeline Build <p><i>Rec shall establish the foundation for RecOS functionality and facility management.</i></p>	
Objectives	<ul style="list-style-type: none"> • Establish foundation for RecOS functionality and facility management for Client • Conduct discovery workshops to understand department needs and integration points.
Benchmarks	<ul style="list-style-type: none"> • Complete discovery sessions with Parks & Recreation team to identify customizations. • Complete and approve detailed week-by-week for timeline to launch including key training and marketing dates to the public
Client Requirements	<ul style="list-style-type: none"> • Scheduling and participation of discovery sessions for the following modules <ul style="list-style-type: none"> ○ Programming & Memberships ○ Facilities Management ○ Finance & Reporting ○ Marketing & Community Engagement
Phase 2: Configuration & Building <p><i>Rec shall complete configuration for all key system components, including registration, facilities and payment processing.</i></p>	
Objectives	<ul style="list-style-type: none"> • Complete configuration for all key system components: registration, facilities, payment processing
Benchmarks	<ul style="list-style-type: none"> • Programming Administration: Set up agency-branded templates for class creation, email/SMS confirmations, and waiver management. • Facilities Management: Configure facilities (gyms, parks, fields, etc.) in RecOS with dynamic calendar and facility rules engine. • Payment Processing: Activate payment system for online and point-of-sale transactions (including Stripe integration). • Finance and Accounting reporting: Support for accrual based revenue recognition, overdue payment plan, and weekly remittance reports
Client Requirements	<ul style="list-style-type: none"> • Programming registration data export from existing software • Location and facilities details
Phase 3: Training & Program Ready <p><i>Rec shall ensure full team training and readiness for ongoing operations.</i></p>	
Objectives	<ul style="list-style-type: none"> • Ensure full team training and readiness for ongoing operations.

	<ul style="list-style-type: none"> Focus on system optimization to support seamless program registration for users.
Benchmarks	<ul style="list-style-type: none"> Team Training: Complete comprehensive training sessions for all agency staff, covering advanced features such as reporting, registration management, and customer support processes. User Registration: Finalize setup of the registration system to ensure that users can easily discover, register, and pay for programs and classes. Facilities & Permit Management: Ensure staff can effectively manage facility rentals, special permits, and event coordination, including document storage and waivers. Waivers and Policies: Ensure that staff can handle waivers and policies, print necessary documentation, and manage signed waiver notifications.
Client Requirements	<ul style="list-style-type: none"> Participation in all scheduled training sessions Waiver and policy data for ingestion
Phase 4: Marketing Ready & Launch	
<i>By February, 2026 Rec shall be ready for a public launch of the system with comprehensive marketing communications sent to the public.</i>	
Objectives	<ul style="list-style-type: none"> Prepare for a public launch of the system with strong marketing support. Ensure user engagement through email marketing and promotional materials.
Benchmarks	<ul style="list-style-type: none"> Marketing Support: Finalize the design and production of print and digital marketing materials, ensuring alignment with the agency's branding and messaging. Email Marketing Campaigns: Set up and launch custom email marketing campaigns, promoting program registration and new offerings to residents. Public Launch: Conduct the official launch of the platform for public-facing registration and facility booking, ensuring all automated systems, including confirmations and reminders, are operational. User Engagement: Roll out special pricing, residency verification, and other engagement strategies to attract diverse groups to programming.
Client Requirements	<ul style="list-style-type: none"> Public communication and marketing of new system including the following at minimum: 3 email blasts, dedicated website information, 3 social media posts

Resolution
of the
City of Easton, Pennsylvania

No. 2026

Date: January 14, 2026

**RESOLUTION DENYING A CERTIFICATE OF APPROPRIATENESS
FOR 390 LARRY HOLMES DRIVE**

Introduced by: Crystal Rose

WHEREAS the Easton Historic District Commission, at its December 8, 2025, meeting reviewed the plans and specifications of City of Easton/Edwin Monge, Owner/applicant, proposal to install an obelisk in Scott Park; and

WHEREAS the Commission recommended denial of the Certificate of Appropriateness; and

WHEREAS the report has been submitted to the Council of the City of Easton, Pa. for review and denial of the Certificate of Appropriateness.

NOW THEREFORE BE IT RESOLVED that the Council of the City of Easton, Pa., denies the Certificate of Appropriateness Report dated December 8, 2026, and hereby authorizes the denial of a Certificate of Appropriateness commensurate with report of the Commission for 390 Larry Holmes Drive, Easton, Pa.

This is to certify that the above Resolution was adopted by the City Council on the above date.

Attest: _____
City Clerk

Signed: _____
Mayor

EASTON HISTORIC DISTRICT COMMISSION

CASE #25-79 – Proposal to install an obelisk in park at 390 Larry Holmes Dr.
OWNER/APPLICANT: City of Easton/ Edwin Monge

The Historic District Commission upon motion by Ms. Haviland and seconded by Mr. P. Mitman adopted the proposal that City Council DENY a Certificate of Appropriateness for the proposed work described herein:

1. The proposal to install an obelisk in park at 390 Larry Holmes Dr was represented by Sol Kapunan.
2. The proposed obelisk will be a total of 15' high and 3'x3' at the base. The mid-section is 28" x 28" x 30" and will have inscriptions on all 4 sides.
3. The stone will be polished black granite.
4. The obelisk is proposed to be placed east of Larry Holmes' monument approximately 20'-30' from the Harry Seip memorial.
5. The obelisk commemorates the Alpha Phi Omega fraternity which was founded 100 years ago at Lafayette College.
6. The HDC denied approving the proposed obelisk because the scale and massing were deemed inappropriate for the park, the other monuments, and the historic district; because it would set a precedent for similar types of monuments in the park and the historic district; and because there was a lack of precedent for this type of monument in historic districts.
7. The proposed obelisk was denied in a 4-1-1 vote. Mr. Sharbel voted against denial stating that he did not think precedent could be a determining factor, and Ms. Morrese abstained due to a conflict of interest.

CU: cu

By: *Christine Hale*

Date of Meeting: December 8, 2025 Title: Historic Consultant

**File of the
Council of the City of Easton, Pa.**

Ordinance No.

SESSION 2026

Bill No. 2

Introduced by: Mayor Salvatore J. Panto, Jr. – January 14, 2026

Enacted by Council:

AN ORDINANCE: AMENDING ARTICLE III, TRAFFIC CONTROL MAP OF CHAPTER 560, VEHICLES AND TRAFFIC, OF THE CODE OF THE CITY OF EASTON, PA.

THE CITY OF EASTON HEREBY ORDAINS:

SECTION 1. Article ii be and it is hereby amended by the following:

- 1.) Three 30-minute metered spaces will be added between the Circle and Pine St. on the east side of Third St for a period of two years beginning in May 2026. The 30-minute spaces will be 30 minutes only between 8AM-5PM Monday through Friday Only. (map attached)
- 2.) Two loading zone areas will be added at the following locations: Ferry and 3rd and the 100 block of Third St. Loading times will be restricted to 5 PM Monday through Friday. (map attached)
- 3.) The two 15-minute metered spaces in front of City Hall will be removed to create a regular metered space (map attached)

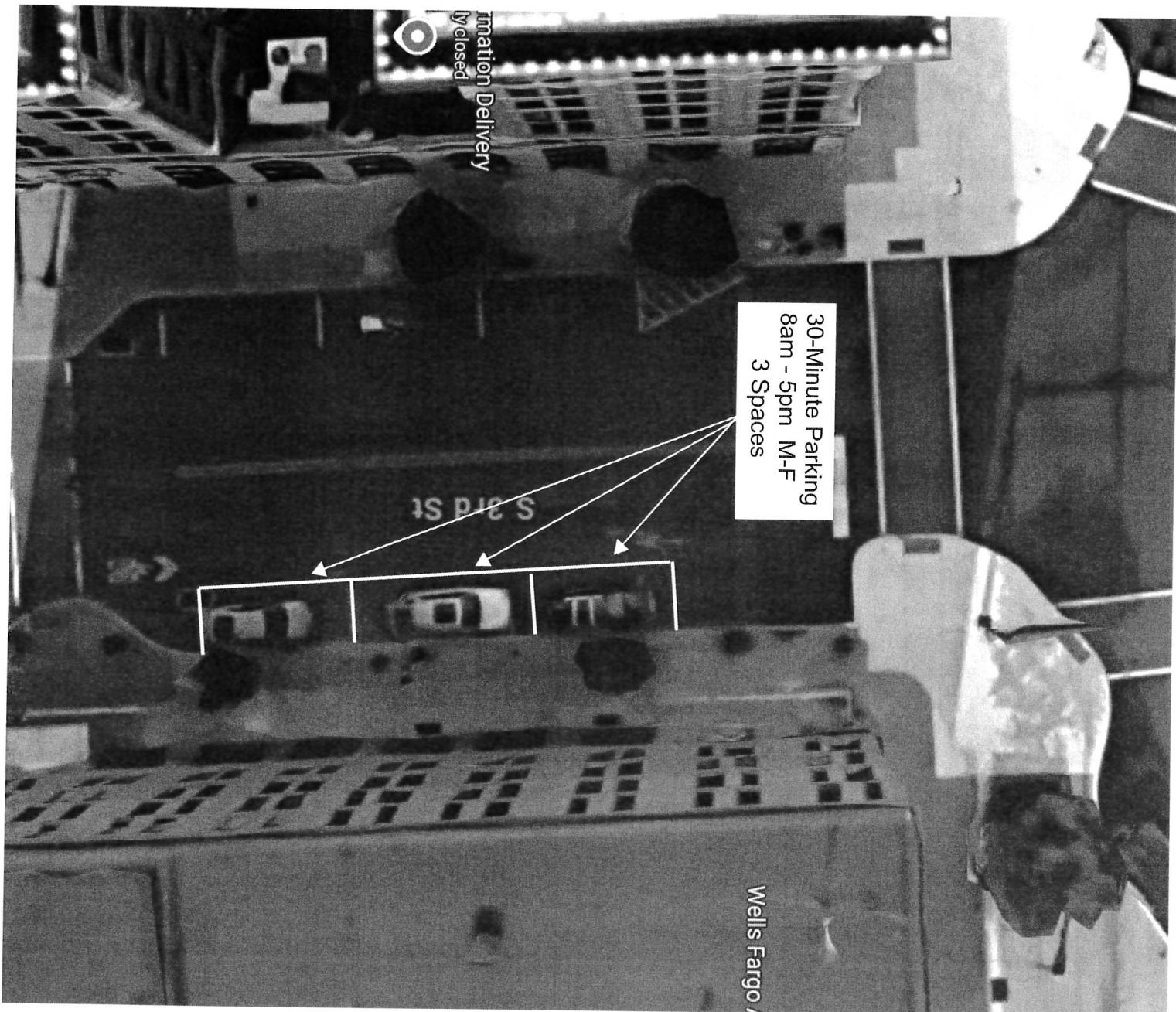
SECTION 2. All Ordinances or parts of ordinances inconsistent herewith be, and the same are hereby repealed.

SECTION 3. This ordinance shall take effect 30 days following adoption by Council.

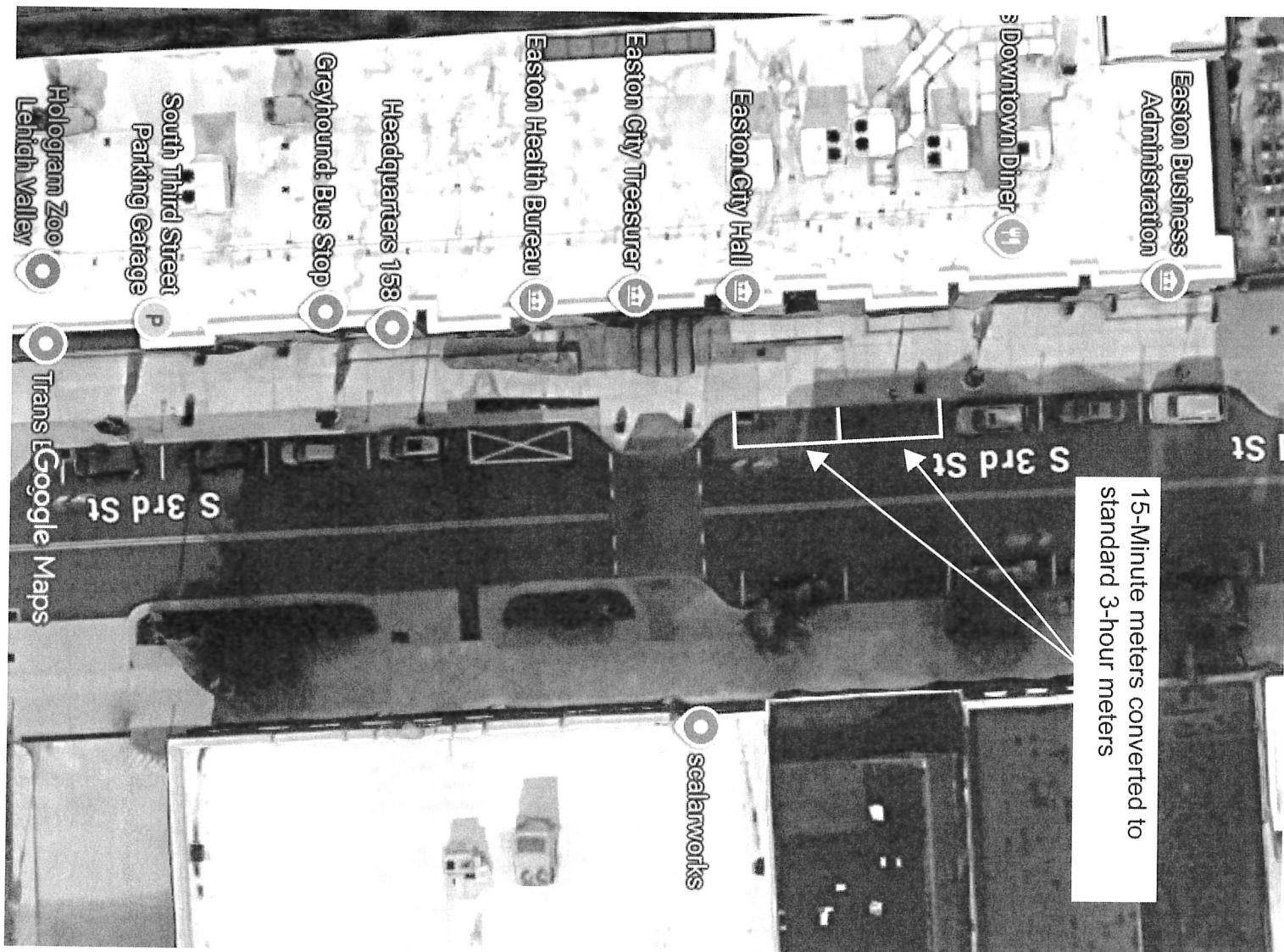
ATTEST: _____

City Clerk _____

Mayor _____







scalarworks

Hologram Zoo
Lehigh Valley

Transit
Google Maps