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Agendas & Minutes Posted:
www.lehighcountyauthority.org

LEHIGH COUNTY AUTHORITY

Published: December 1, 2025

BOARD MEETING AGENDA – December 8, 2025 – 12:00 p.m.

In-Person or Virtual Meeting Attendance Options Available: Meetings of the LCA Board of Directors will be held at LCA's Main Office as well as online using the Zoom Meetings application, which includes a telephone option. Public participation is welcomed both in-person or virtually. Instructions for joining the meeting online or by phone are posted on the LCA website in the morning on the day of the meeting, prior to the start of each meeting. You may also issue comment to LCA via email to LCABoard@lehighcountyauthority.org in advance of any meeting or view the meeting at a later time by visiting the LCA website. Please visit <https://www.lehighcountyauthority.org/about/lca-board-meeting-videos/> for specific instructions to join the meeting if you are attending virtually. If attending in-person at LCA's Main Office, please follow all safety and sanitation protocols posted.

1. Call to Order

- **NOTICE OF MEETING RECORDINGS**

Meetings of Lehigh County Authority's Board of Directors that are held at LCA's Main Office at 1053 Spruce Road, Wescosville, PA, may be recorded for viewing online at lehighcountauthority.org. Recordings of LCA meetings are for public convenience and internal use only and are not considered as minutes for the meeting being recorded, nor are they part of the public record. Recordings may be retained or destroyed at LCA's discretion.

- *Public Participation Sign-In Request*

2. Review of Agenda / Executive Sessions

- Additions to Agenda (vote required if action will be taken)

3. Approval of Minutes

- *November 10, 2025 Board Meeting minutes*

4. Committee Reports

- *None*

5. Public Comments

6. Action / Discussion Items:

FINANCE AND ADMINISTRATION

- *Collective Bargaining Agreement: SMART Local 19 (Approval) (blue) (digital Board packet, pages 8-45)*
- *Resolution 12-2025-1: Customer Facility Fees & Connection Fees (Approval) (green) (digital Board packet, pages 46-51)*
- *Boston Beer Pretreatment Services Agreement, Addendum No. 4 (Approval) (purple) (digital Board packet, pages 52-62)*

WATER

- *Suburban Division Emergency Interconnection Agreement (Bortz Property) (Approval) (yellow) (digital Board packet, pages 63-69)*
- *Allentown Division – Water Filtration Plant: Fluoride System Upgrades (Approval) (pink) (digital Board packet, pages 70-75)*

WASTEWATER

- *KISS – Act 537: Western Lehigh Interceptor Parallel Survey (Approval) (**gray**) (digital Board packet, pages 76-86)*
- *Suburban Division Industrial Pretreatment Plant Master Plan (Discussion) (**salmon**) (digital Board packet, pages 87-97)*
- *Allentown Division – Kline’s Island WWTP Plastic Media Trickling Filter Rehabilitation – Change Order (Approval) (**white**) (digital Board packet, pages 98-106)*

7. Monthly Project Updates / Information Items (1st Board meeting per month) (digital Board packet, pages 107-116) – **December 2025 report attached**
8. Monthly Financial Review (2nd Board meeting per month)
9. Monthly System Operations Overview (2nd Board meeting per month)
10. Staff Comments
11. Solicitor’s Comments
12. Public Comments / Other Comments
13. Board Member Comments
14. Executive Sessions
15. Adjournment

UPCOMING BOARD MEETINGS

January 12, 2026

January 26, 2025

February 9, 2026

PUBLIC PARTICIPATION POLICY

In accordance with Authority policy, members of the public shall record their name, address, and discussion item on the sign-in sheet at the start of each meeting; this information shall also be stated when addressing the meeting. During the Public Comment portions of the meeting, members of the public will be allowed 5 minutes to make comments/ask questions regarding non-agenda items, but time may be extended at the discretion of the Chair; comments/questions regarding agenda items may be addressed after the presentation of the agenda item. Members of the public may not request that specific items or language be included in the meeting minutes.

REGULAR MEETING MINUTES

November 10, 2025

The Regular Meeting of the Lehigh County Authority Board of Directors was called to order at 12:00 p.m. on Monday, November 10, 2025, Vice Chairman Jeff Morgan presiding. The meeting was hybrid via in-person and video and audio advanced communication technology ("ACT"), using the Zoom internet application, including telephone option. Each Board member and other attendees of the meeting were able to hear each other attendee and be heard by each other attendee. The public could also participate in the meeting in-person or via ACT, using the Zoom internet application, including telephone option. A Roll Call of Board members present was taken. Jeff Morgan, Linda Rosenfeld, Sean Ziller, and Peter Dent were present for Roll Call and remained for the duration of the meeting. Ted Lyons entered the meeting at 12:03 p.m. and Kevin Baker entered the meeting at 12:11 p.m. Both were present for the duration of the meeting.

Attorney Shorav Kaushik of the KingSpry law firm, the Authority's Solicitor, was present along with Authority Staff, Liesel Gross, Ed Klein, Andrew Moore, Chris Moughan, AJ Capuzzi, Chuck Volk, Phil DePoe, Taylor Stakes and Lisa Miller.

Vice Chairman Morgan announced that the Board received their electronic and hard copies of the Board packet in advance. A copy of the packet is also available online.

REVIEW OF AGENDA

Liesel Gross stated there are no changes; however, the original agenda was amended and sent to the Board via email and also posted on the website. No Executive Session is planned.

APPROVAL OF MINUTES

October 27, 2025 Meeting Minutes

On a motion by Linda Rosenfeld, seconded by Sean Ziller, the Board approved the minutes from the October 27, 2025 meeting as presented (4-0).

PUBLIC COMMENTS

None.

2026 Water & Wastewater Rate Schedules

Liesel Gross reviewed the proposed 2026 Water & Sewer rate schedules noting that the rates were discussed in detail as part of the development of the 2026 Budget, which was adopted October 27, 2025. She provided detail of the rate changes noting that the Suburban Water common rates and Allentown Water rates have increased. The wastewater rates for both the Suburban common rates, Western Lehigh Interceptor, and Allentown rates have increased along with some minor changes on fees regarding the industrial pretreatment program. She also noted that the language on page 1 of the wastewater rate schedule has been updated for clarification regarding how the Authority bills for residential sewer service in the satellite systems. This information has been posted on the website for public comment through January 1, 2026. Any comments received will be shared with the Board.

On a motion by Linda Rosenfeld, seconded by Ted Lyons, the Board approved the 2026 Water and Sewer rates (5-0).

Pennvest Financing Resolutions: Lead Service Line Replacement Cycle 2 Projects

Liesel Gross introduced Tim Horstmann, Bond Counsel from Eckert Seamans, to provide an overview of the Pennvest financing resolutions for the Lead Service Line Replacement Cycle 2 project. Mr. Horstmann explained that by approving these resolutions, it would allow the Authority to secure a loan from Pennvest in the amount of \$5,660,930.00 and a principal forgiveness loan in the amount of \$6,337,070.00 to complete the project in the City of Allentown water system. The resolutions have been reviewed by the Authority's solicitor and Pennvest and must be approved by the Authority Board so the transaction can close in January.

Ted Lyons asked what a principal forgiveness loan is. Mr. Horstmann explained that it is a grant from the federal government passed on to Pennvest. It is not debt and functions like any other grant. Sean Ziller asked for an explanation of the project collateral secured by a lien on the concession revenues. Mr. Horstmann explained that it is subordinated indebtedness under the indenture agreement, meaning the Authority would pay all its debt service on its senior bonds under the indenture before paying the debt service on this loan.

On a motion by Sean Ziller, seconded by Linda Rosenfeld, the Board approved Resolution 11-2025-1, authorizing the Pennvest borrowing (6-0).

On a motion by Ted Lyons, seconded by Linda Rosenfeld, the Board approved Resolution 11-2025-2, authorizing the acceptance of funds from Pennvest to reimburse Authority project expenses (6-0).

2026 Board Meeting Schedule

Liesel Gross presented the 2026 Board meeting schedule and noted that Board approval of the schedule is requested so the Authority staff can move forward with the required advertisement of the schedule.

On a motion by Linda Rosenfeld, seconded by Ted Lyons, the Board approved the 2026 Board meeting schedule as presented (6-0).

Allentown Division – Lead Service Line Replacement Cycle 2 Project

Anton Siekmann provided an overview of the project for the replacement of 1,000 private-side lead and/or galvanized service line replacements across Allentown. The project includes inventory work via in-home inspections and obtaining entry agreements from property owners. The project is being funded by the Allentown Division via grants and loans through the Pennvest program.

Jeff Morgan commented that the inspection costs seem very high. Mr. Siekmann explained that the proposal from the selected consultant, CDM Smith, was lower than other proposals received. CDM Smith is providing other project management services for this project, leading to the lower cost proposal. Ted Lyons asked if there will be a separate plumbing contract. Mr. Siekmann said plumbing costs are included in the general contract. There was some discussion about the bid being split into two separate contracts. Mr. Siekmann explained that the project was split into two smaller contracts due to feedback received from contractors, to receive more competitive pricing, and to attract more local contractors. Jeff Morgan asked if the materials being removed from the project are being recycled. Mr. Siekmann said that the contractors own the material and are responsible for disposal of all materials removed during the project. There was some additional discussion about the staff process to evaluate bids received for completeness.

On a motion by Linda Rosenfeld, seconded by Peter Dent, the Board approved the Capital Authorization for the Construction Phase – Lead Service Line Replacement Cycle 2 in the amount of \$10,435,935.00 which includes the Professional Services Authorization to CDM Smith in the amount of \$945,000.00, the Professional Services Authorization to GFT (formerly Gannett Fleming) in the

amount of \$60,000.00, award of Construction Contract A to Joao & Bradley in the amount of \$4,546,280.00 and award of Construction Contract B to Hydrovac Excavation in the amount of \$4,384,655.00 (6-0).

Sanitary Sewer Collection System: City of Allentown Manhole Rehabilitation

Phil DePoe provided an overview of the manhole rehabilitation project for 2026 that will include rehabilitation of approximately 450 manholes in the Trout Creek sewer basin under two separate methods. One scope of work will include more routine maintenance work that will be completed by new in-house staff. A second scope of work will include more complex rehabilitation work that will be put out to bid. The work will coincide with the Inflow & Infiltration Source Reduction Program Year 2 project occurring in the same sewer basin, with a goal of installing temporary flow meters at the conclusion of both projects. The results of the temporary metering program will be compared to the 2021 data to determine rehab effectiveness.

The Board noted that a map and before and after pictures would be helpful for projects like this.

On a motion by Ted Lyons, seconded by Linda Rosenfeld, the Board approved the Capital Project Authorization, Design Phase – Allentown Division for the Manhole Rehabilitation Year 2 (Trout Creek) in the amount of \$160,000.00 which includes the Professional Services Authorization to Arcadis for Design Services in the amount of \$130,000.00 (6-0).

Suburban Division – Heidelberg Heights Sewer System: I&I Source Reduction Program

Chuck Volk provided background information on the project that is part of the DEP Consent Order and Agreement and Corrective Action Plan to eliminate hydraulic overloads and bypasses in the Heidelberg Heights sewer system. This project consists of internal cured-in-place lining of private laterals for 54 properties located in the southern portion of the system. These locations have been identified as having damaged private-side sewer laterals, misaligned or separated connections with the public sewer lateral, allowing excess water to enter the system.

Liesel Gross commented that this project is largely being funded by a grant from the Pennsylvania Small Water and Sewer Systems Program. Mr. Volk described the technology that will be used on this project to repair sewer laterals without excavation.

On a motion by Sean Ziller, seconded by Ted Lyons, the Board approved the Capital Project Authorization for the Construction Phase in the amount of \$461,020.00 which includes the Construction Contract to Musson Brothers, Inc. in the amount of \$326,520.00 and the Professional Services Authorization to Arcadis in the amount of \$115,000.00 (6-0).

Allentown Division – Sanitary Sewer Collection System: I&I Source Reduction Program Year 2 – Rejection of Contract 2 Bids

Jason Peters explained that this project is part of the Inflow & Infiltration (I&I) Source Reduction Program (SRP) in the City of Allentown. Year 2 of the project has been phased into three separate contracts to encourage competition among bidders and secure more favorable contract pricing. Contract 1 was approved at a prior Authority Board meeting. Contract 2 of the project focuses on trenchless rehabilitation through the capital grouting technique. The scope of the work includes rehabilitation of approximately 9,400 linear feet of sanitary sewer mains and 100 sewer laterals located in the Trout Creek sewer basin. A sole bid was received and was more than double the engineer's estimate of \$1.21 million. Therefore, Authority staff recommend the Board reject the bid for construction of the SRP Year 2, Contract 2 project.

On a motion by Peter Dent, seconded by Linda Rosenfeld, the Board approved the rejection of bids for the Construction Phase: SRP Year 2, Contract 2 (6-0).

Allentown Division – Sanitary Sewer Collection System: I&I Source Reduction Program Year 2 – Contract 3

Jason Peters explained the project scope for Contract 3 of the Inflow & Infiltration (I&I) Source Reduction Program (SRP) Year 2 project. Contract 3 consists of capital grouting sewer laterals. The scope includes 724 sewer laterals connected to sewer mains which are scoped for rehabilitation by cured in place pipe lining in Contract 1, all located within the Trout Creek sewer basin in the City of Allentown.

Ted Lyons asked how the grouting is done. Mr. Peters explained the process of jet cleaning of the mainline and CCTV inspection of the laterals, followed by any deficiencies found in the sewer lateral being packed with grout.

On a motion by Ted Lyons, seconded by Linda Rosenfeld, the Board approved the Capital Project Authorization for the Construction Phase: SRP Year 2, Contract 3 – Sewer Lateral Capital Grouting in the amount of \$1,183,070.00 which includes the Construction Phase Professional Services Authorization to Arcadis in the amount of \$267,000.00 and the General Construction Contract to Insituform Technologies USA, LLC in the amount of \$826,070.00 (6-0).

Allentown Division – Kline's Island WWTP: Substation No. 1 and Switchgear Replacement, Change Order # 3

Amy Rohrbach provided a presentation to explain a change order for the electrical contract for the switchgear project at the Kline's Island Wastewater Treatment Plant (KIWWTP). While the contractor was reconnecting the cables to the temporary gear that had been installed during the project, they found the insulation on the cable was deteriorating and cracked and needs to be replaced. The change order is to replace 5,240 feet of 350MCM XHHW feeder cable from the switchgear to motor control center 14, which serves one of the KIWWTP odor control units.

Sean Ziller asked what the cost breakdown for the change order is. Ms. Rohrbach said the cost of the cable is approximately \$52,000.00 and the rest of the cost is for labor. Labor costs consist of time pulling the cable. She also noted that the odor control unit will be shut down for a day while the cable is being replaced. There was some discussion about the lifespan of this type of cable and the age of the units being replaced.

On a motion by Peter Dent, seconded by Linda Rosenfeld, the Board approved the Electrical Construction Change Order #3 to Philips Brothers Electrical Contractors, Inc. in the amount of \$81,727.06 (6-0).

MONTHLY PROJECT UPDATES / INFORMATION ITEMS

Liesel Gross announced that there are no agenda items for the next meeting in November and the meeting may be cancelled. The monthly Financial report and Operations report will still be sent to the Board and posted on the Authority website. She then highlighted items noted for the December 8th meeting and noted that the Safety Process and Procedures topic will be pushed back to January. Also at the December 8th meeting, there will be a discussion about the path forward for the Authority's Industrial Pretreatment Plant. She also noted that some of the items on the Open Project List pertaining to the Act 537 plan will be removed from next month's report.

STAFF COMMENTS

Liesel Gross wished everyone a Happy Thanksgiving.

SOLICITOR'S COMMENTS

None.

PUBLIC COMMENTS / OTHER COMMENTS

None.

BOARD MEMBER COMMENTS

None.

EXECUTIVE SESSION

None.

ADJOURNMENT

There being no further business, the Vice Chairman adjourned the meeting at 1:11 p.m.

Linda A. Rosenfeld
Secretary

MEMORANDUM

TO: LCA Board of Directors
FROM: Liesel Gross, CEO
DATE: December 1, 2025
RE: SMART Contract: 2026-2028

Attached: Draft Collective Bargaining Agreement between SMART and LCA

On December 31, 2025, Lehigh County Authority's union contract with the Sheet Metal, Air, Rail and Transportation Workers (SMART), Local 19, is set to expire. A significant effort was made to negotiate a new contract in good faith, and the LCA staff is satisfied that the proposed terms of the new contract are favorable for both the organization and its employees. This memo seeks to explain some of the highlights of the contract changes, as well as to request Board approval of the contract.

The Board action requested is:

- Approval of the new Collective Bargaining Agreement with SMART for the years 2026 through 2028 in the substantial form presented, with such minor revisions, if any, as approved by the Chief Executive Officer in consultation with the Authority Solicitor.

SMART Contract Review

The Sheet Metal, Air, Rail and Transportation Workers (SMART), Local 19, unit represents 28 employees who work in LCA's Suburban Division, serving in critical operational roles with the Field Services, Plant Operations, Compliance, and Customer Care departments. This is the fourth contract renewal completed since the original contract was developed in 2014.

Through the efforts undertaken by LCA staff and SMART in 2025, the contract has been revised in meaningful ways to address both internal and external equity concerns and to promote a harmonious work environment. A wage proposal has been crafted to recognize economic factors and changes that have taken place since the last contract was negotiated in 2022. A red-lined copy of the proposed contract is attached for Board review, with key changes described in this memo.

Career Path Program:

The SMART union contract was originally negotiated in 2014 to include a Career Path program for employees in the position of Operation & Maintenance (O&M) Technician, to allow for advancement based on the attainment of certain skill sets, certifications, and specializations. This program has been successful in developing a highly skilled workforce within LCA's Suburban Operations department. In this contract proposal, a few adjustments to the program are recommended as follows:

- Opportunities for additional step increases to be awarded to employees in the Compliance and Customer Care departments, which are currently excluded from the Career Path program.
- Clarification of specific Pa. Department of Environmental Protection operator licensing requirements for O&M Technicians serving in the Plant Operations or Field Services departments.
- Commitment to review and update Career Path program "specialization" skills to reflect updated work assignments and required skill sets, by June 2026.
- Clarification to allow pay increases for employees working out of class during temporary work assignments.

Internal Equity Adjustments:

A few minor adjustments are proposed to ensure equitable benefit and compensation policies are implemented for LCA's employees, including:

- Compensatory Time (Comp Time) policy adjusted to match the policy in place for other union hourly employees who may accrue up to 240 hours of comp time in lieu of receiving overtime payment. Use of comp time is at management's discretion with LCA's work needs controlling approvals. Unused comp time is paid out at the end of each calendar year.
- Payment to employees serving on "standby" status for emergency call-outs increased from nine hours per week to 11 hours per week (1 hour per day Monday - Friday, 3 hours per day for Saturday, Sunday, and LCA holidays), for consistency with other employees who receiving standby payments.
- Sick time allowance adjusted to match non-union benefit policy of 16 days per year with no carryover provisions, eliminating the prior contract allowance of 10 days per year with a small carryover option.

Wage Adjustment:

When the last SMART contract was being negotiated in 2022, LCA faced an unknown financial future due to the lingering global COVID-19 pandemic. As a result, both the union and LCA agreed to take a more conservative approach on wage growth to support the organization's financial sustainability. Wage increases offered to LCA employees in this group over the past four years were:

2022 – 2.50%
2023 – 3.50%
2024 – 2.25%
2025 – 3.25% (2.25% by contract plus 1.00% added by LCA's Board)

4-Year Wage Growth = 11.50%

According to the Bureau of Labor Statistics September 2024 Employment Cost Index report, wage growth during this same period for the government and utilities sectors were:

	State & Local Govt. Workers	Private Industry - Utilities
2022	3.36%	3.44%
2023	4.73%	4.16%
2024	5.06%	4.05%
2025	3.88%	4.06%
4-Year Wage Growth	17.04%	15.71%

Based on this review, a more generous “catch up” increase is warranted in 2026, with future years' increases returning to more traditional levels. A similar wage proposal for other LCA bargaining unit employees was approved for 2025.

The proposed contract includes wage increases for the next three years as follows:

January 1, 2026	7.00%
January 1, 2027	3.00%
January 1, 2028	2.50%

Health Insurance & Other Benefits:

LCA employees in the SMART bargaining unit receive health insurance provided by the union's health fund and LCA pays via a monthly contribution to the health fund per employee. These costs are comparable to the insurance premiums LCA pays for other employee groups including non-union employees. There is no change in the proposed health insurance or other benefits provided by the union.

Miscellaneous Language Updates:

Throughout the contract, minor small language updates are proposed to address corrections and changes since the last contract was negotiated, such as the addition of new job titles, corrected policy language, and other wording changes for clarity.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

LEHIGH COUNTY AUTHORITY

AND

SHEET METAL, AIR, RAIL AND TRANSPORTATION WORKERS, LOCAL 19

JANUARY 1, ~~2023-2026~~ - DECEMBER 31, ~~2025~~2028

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APPENDIX A WAGE SCALES

APPENDIX B SKILLS PROGRESSION

AGREEMENT

This agreement (hereinafter "Agreement"), effective January 1, ~~2023~~2026, is between the Lehigh County Authority (hereinafter the "Employer," the "Authority" or "LCA"), and Sheet Metal, Air, Rail And Transportation Workers, Local 19 (hereinafter the "Union" or "SMART" or "Local 19").' Union and the Employer, intending to be legally bound hereby, agree as follows:

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the parties, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay and compensation, benefits, hours of work and other conditions of employment.

ARTICLE 1 RECOGNITION

1.1 The Employer recognizes the Union as the exclusive bargaining representative of the bargaining unit set forth in the Nisi Order of Certification, dated October 11, 2012, at Case No. PERA-R-12-224-E, including all full-time and regular part-time blue-collar, non-professional employees including but not limited to Operation and Maintenance Technicians 1, 2, and 3 (O&M Technicians), Canvasser, Operations Foremen (Foremen), Field Services Foremen (Foremen), Electrician, Customer Care Field Technician, and Compliance Technicians, Wastewater Technician; and excluding management level employees, supervisors, first level supervisors, confidential employees, employees covered by the collective bargaining agreement between Service Employees International Union Local 32BJ and LCA, and guards as defined by the Pennsylvania Public Employee Relations Act.

1.2 For all new job classifications and/or descriptions, LCA will first meet and discuss with the Union prior to the new job classification and/or description going into effect. If a dispute arises between the parties concerning the rate of pay, the Union has a right to proceed to the third step of the grievance procedure up to and including arbitration.

1.3 The term "Employee" as used in this Agreement, is defined as a person covered by the bargaining unit classifications referenced in Section 1.1 above.

ARTICLE 2 BARGAINING UNIT WORK

2.1 All bargaining unit work shall be performed by bargaining unit Employees, except as set forth in Sections 2.2 and 2.4 below.

2.2 Except as set forth in Section 2.4 below, bargaining unit work may be performed by non-bargaining unit personnel or contracted or subcontracted out, so long as the decision to do so is exercised in good faith, and it:

- (a) Does not cause the layoff or failure to recall eligible bargaining unit Employees.
- (b) Does not result in the reduction of bargaining unit Employees' regular hours of work.

2.3 Before any contracting or subcontracting out occurs, the Employer will first meet and discuss such subcontracting with the Union. The Employer will consider any alternatives to subcontracting proposed by the Union.

2.4 Except in cases of emergency or temporary staff shortage, employees represented by SEIU Local 32BJ, shall not perform bargaining unit work covered by this Agreement, and Employees covered by this Agreement shall not perform work covered by LCA's Collective Bargaining Agreement with SEIU Local 32BJ, without the consent of the Union.

ARTICLE 3 SENIORITY

3.1 Seniority Seniority is defined as an Employee's total length of continuous service with the Employer, beginning with his/her most recent date of hire.

3.2 Seniority Lists Seniority lists shall be posted on the Union bulletin board and revised as necessary. The Employer shall supply the Union with a complete list of the names, addresses and dates of hire of Employees upon request.

3.3 Loss of Seniority An Employee shall lose his \her seniority and be deemed terminated if and when the Employee:

1. Resigns from LCA employment.
2. Is discharged for just cause.
3. Is absent from work for three (3) consecutive days without proper notification to the Employer, unless there is good and sufficient reason.
4. In recall from layoff, the Employee fails to report to work within seven (7) days after being recalled by the Employer, unless there is good and sufficient reason. Notice of recall shall be sent by certified mail to the Employee's last known address as shown on the Employer's record.
5. Fails to return to work for the first (1st) workday following expiration of an authorized leave of absence.
- (f) Is laid off in excess of two (2) years or his/her length of service whichever is less.
- (g) Retires.

3.4 Layoffs

Order of Layoffs Layoffs shall be administered in reverse order of seniority: the Employee with the least seniority shall be the first to be laid-off. In cases where the least senior Employee has particular skills required by the Employer which are not possessed by the remaining Employees, or not possessed by the remaining Employees in sufficient quantities to perform the bargaining unit work, then the least senior Employee will not be subject to that particular layoff, and with that exception, the layoff shall continue to be administered in reverse order of seniority in accordance with this paragraph.

3.5 Layoff Notice The Employer shall provide an Employee with two (2) weeks written notice, with a copy to the Union, in advance of any layoff.

3.6 Recalls from Layoff The Employee with the most seniority shall be the first to be recalled from layoff as long as the Employee has the minimum qualifications to perform bargaining unit work. Employees recalled from layoff shall retain the seniority they accrued up to the time of the layoff.

3.7 Bumping In cases of layoff Employees shall have bumping rights as long as the Employee exercising those rights has the minimum qualifications to perform the duties of the job the Employee is bumping into, and possesses more seniority than the Employee he/she is bumping. Any Employee who is bumped shall also be entitled to exercise the same bumping rights as long as he/she has the requisite seniority and minimum qualifications. When an Employee bumps into another classification, the Employee will be compensated at the applicable rate within the classification, based on his/her qualifications.

ARTICLE 4 HOURS OF WORK

4.1 The work week for payroll purposes shall be from 12:01 Saturday through midnight Friday.

4.2 The work week shall be forty (40) hours. Employees shall be regularly scheduled to work Monday to Friday, from 7:00 a.m. to 3:30 p.m., inclusive of an unpaid thirty (30) minute lunch break and two (2) paid fifteen (15) minute breaks. The Employer shall have the right to alter the starting and ending time for this shift for operational needs. The Employer shall provide at least two weeks' notice of a shift alteration under this Section 4.2 and will first meet and discuss with the Union.

4.3 The Employer may temporarily modify schedules for special projects (e.g. flushing), consistent with past practice and with a minimum of one week prior notice. When schedule modification becomes necessary, the Employer shall solicit qualified volunteers from the bargaining unit. These assignments shall be offered to qualified volunteers by seniority on a rotating basis. If there are insufficient volunteers these assignments shall be given to qualified Employees in reverse seniority order on a rotating basis.

4.4 The Employer may temporarily modify schedules for emergency situations (e.g. hurricane or blizzard, or power outage), consistent with past practice and with as much prior notice as is practicable given the nature of the emergency. When such a schedule modification becomes necessary, during the first forty-eight (48) hours, the Employer may assign Employees to modified schedules as needed. Thereafter, the Employer shall solicit qualified volunteers from the bargaining unit. These assignments shall then be offered to qualified volunteers by seniority on a rotating basis. If there are insufficient volunteers, these assignments shall be given to qualified Employees in reverse seniority order on a rotating basis.

4.5 The Employer may implement 10-hour or 12-hour schedules under the following conditions:

- (a)** Employer and Union will meet and discuss the change, and Employees must be given notice 30 days in advance of the change.
- (b)** Ten-hour or twelve-hour schedules shall include two (2) paid fifteen (15) minute breaks and one (1) unpaid half-hour lunch period.

- (d) There shall be two separate ten-hour or twelve-hour schedules each week: one shall run Monday through Thursday; the other shall run Tuesday through Friday. Employees shall have the initial right to choose either the Monday through Thursday schedule, or the Tuesday through Friday schedule, by seniority, so long as there is adequate and necessary staffing on each of the ten-hour or twelve-hour schedules. In addition, should the Employer choose to have both a Monday through Friday eight hours per day schedule, as well as ten-hour or twelve-hour schedules, then Employees shall have the right, by seniority, to choose between the eight-hour and ten-hour or twelve-hour schedules, so long as there is adequate and necessary staffing on each of the schedules. These schedules shall be rebid every three months. Employees may be permitted to switch schedules with management approval.
- (e) The calculations for paid time off days shall be adjusted, where appropriate, to accommodate the change (e.g.: conversion to hours for personal days).

4.6 Any Employee who works a full shift for seven consecutive calendar days shall receive two times (2x) his or her regular rate of pay for all hours worked on such seventh consecutive calendar day. However, work that begins on the sixth consecutive day and continues into the seventh calendar day shall not be considered to be a seventh day. Paid or unpaid time off will not count towards days worked for purposes of this section – the Employee must actually work a full shift each day of the seven-day period in order to be eligible for 2x pay on the seventh day.

ARTICLE 5 WAGES

5.1 Wage Increases - LCA will increase each base wage rate in the following manner:

Full-time employees shall receive:

- Effective January 1, ~~2023-2026~~ - ~~3.50~~7.0% increase to base wages
- Effective January 1, ~~2024-2027~~ - ~~2.25~~3.0% increase to base wages
- Effective January 1, ~~2025-2028~~ - ~~2.25~~2.5% increase to base wages

The above increases will apply to all full-time Employees with the exception of red-circled employees.

General wage increases will go into effect in the full pay period that includes the January 1st effective date for that increase. Step increases will go into effect in the full pay period that includes the employee's anniversary date.

5.2 Red-Circled Employees (Foremen)

Employees whose pay is higher than Step 8 of their pay grade will receive pay increases as follows:

- ~~January 1, 2023~~ ~~2.00~~%
- ~~January 1, 2024~~ ~~1.50~~%
- ~~January 1, 2025~~ ~~1.50~~%

Red-Circled Employees (~~Other~~)

Employees who have been placed into a higher grade or step than their current skills/certifications would otherwise qualify them for will not be eligible for any pay increases until they complete the necessary skills/certifications:

These employees may begin receiving step increases and full general wage increases at such time as they complete the necessary skills/certifications.

5.3 Criteria for O&M Technician Step and Grade Movement

- | | |
|-------------------------|---|
| <u>Step 1</u> | Complete Probation Skills, obtain <u>Class A</u> CDL license w/ necessary endorsements, and complete Lead Beeper Skills – Move to Step 2. |
| <u>Step 2</u> | Complete 2 rounds on Lead Beeper, Complete Core Skills – Move to Step 3. |
| <u>Steps 3-8</u> | Move to the next step on anniversary date, or January 1 for Employees hired before 1/1/2017. |

Movement from an O&M Technician 1 (Grade 9) position to an O&M Technician 2 (Grade 12) position may be achieved by completing one of the following:

- Completing 50% of “Elective” skills and completing one set of “Specialization” skills; or
- Acquiring a PA-DEP Water Operator’s license, Class A, with subclasses currently required by the Authority for Plant Operations or Class E for Field Services; or
- Acquiring a PA-DEP Wastewater Operator’s license, Class D or better, with subclasses currently required by the Authority for Plant Operations or Class E for Field Services.

Movement from an O&M Technician 2 (Grade 12) position to an O&M Technician 3 (Grade 15) position may be achieved by completing one of the following:

- Completing three sets of “Specialization” skills; or
- Acquiring both a PA-DEP Water Operator’s license, Class A, with subclasses currently required by the Authority for Plant Operations or Class E for Field Services and a PA-DEP Wastewater Operator’s license, Class D or better, with subclasses currently required by the Authority for Plant Operations or Class E for Field Services; or
- Acquiring one of the above-listed operator’s licenses with subclasses and completing two sets of “Specialization” skills.

- During the period of January through June 2026, Management and Union will meet to review and update “Specialization” skills to reflect updated work assignments and required skill sets.

5.4 Step Movement for Other Positions

Compliance Technician – Step Movement

- The Compliance Technician and Wastewater Technician positions shall be eligible to advance to Step 2 upon completion of Compliance Department Probationary Skills, to be outlined via Union-Management discussion by June 2026.
- The Compliance Technician and Wastewater Technician positions shall be eligible to advance to Step 3 upon obtaining a Class A water license with subclasses or a Class D wastewater license with subclasses.

Customer Care Field Technician – Step Movement

- The Customer Care Field Technician positions shall be eligible to advance to Step 2 upon completion of Customer Care Department Probationary Skills, to be outlined via Union-Management discussions by June 2026.
- The Customer Care Field Technician position shall be eligible to advance to Step 3 upon obtaining a Class E Water license.

Steps 13-8 Move to the next step on anniversary date or January 1 for employees hired before 1/1/2017

5.5 An Employee bidding or moving to a job with a higher pay grade shall be placed at the step with the rate that is closest to but higher than his/her old rate. An Employee moving laterally shall remain at the same hourly rate and step. An Employee bidding down to a job with a lower pay grade shall be placed at the step closest to, but not higher than, his/her current rate of pay. However, the following rules shall also apply:

- 5.5.1** An O&M Technician who is currently at Step 1 shall be moved to Step 1 of the new pay grade.
- 5.5.2** An O&M Technician who is currently at Step 2 shall be moved to Step 2 of the new pay grade.
- 5.5.3** An O&M Technician who is currently at Step 3 shall be moved to Step 3 of the new pay grade.
- 5.5.4** An O&M Technician who is currently at Steps 4 through 8 shall be moved to the step in the new pay grade that is closest to but higher than his/her former rate, but not less than Step 3.

5.6 Employees temporarily working out of class in a position with a higher pay grade than their current position, shall be compensated at a rate of pay 5% higher than their regular rate. This adjusted rate will be paid when all of the following apply:

- 5.6.1** The affected employee(s) is temporarily working out of class for one full day or more.

5.6.2 The employee is working in a classification with a higher pay grade than their current grade.

5.6.3 The employee is performing work as directed by management.

5.6.35.6.4 This provision shall apply to all employees in the Bargaining Unit, unless otherwise noted.

5.6.45.6.5 This provision will not apply to any Operations and Maintenance Technician who is completing duties typically completed by another Operations and Maintenance Technician, regardless of either employee's pay grade.

5.7 **Employees** will be able to progress to an O&M Technician II position in accordance with Section 5.3 but shall only be able to progress to an O&M Technician III position only when there is a posted opening.

5.8 The Employer's organization-wide bonus program, which is subject to annual authorization at the sole discretion of the LCA, shall apply to all bargaining unit Employees.

ARTICLE 6 OVERTIME COMPENSATION

6.1 Overtime equal to one-and-one-half (1½) times the Employee's hourly rate shall be paid to Employees:

(a) for all time worked in excess of forty (40) hours per week and/or the normal work shift in each work day, except as follows:

i. Those employees whose normal work schedule is less than forty (40) hours per week will not be eligible for such overtime pay until such time as the employee has worked in excess of forty (40) hours in the work week.

ii. There will be no "pyramiding" of overtime.

(b) for travel time to and from an education and/or training event when the travel occurs on the same day as the event and is outside of the Employee's normal workday hours. When such travel is not both to and from an event the same day or travel is on a Saturday, Sunday or holiday, compensation shall only be allowed for travel time which takes place during the Employee's normal workday hours.

6.2 Holidays, vacation, excused absence, bereavement pay, jury duty leave, and management authorized union business will be included as hours worked in determining eligibility for overtime or compensatory time. Respite time and compensatory time taken will be excluded from the 40-hour threshold.

6.3 **Work on Holidays** An Employee scheduled to work or called out on a day designated as a Holiday under this Agreement, shall, in addition to being paid his or her regular pay for the Holiday, be paid overtime at two (2) times that individual's hourly rate, with the following exception:

- If the actual Holiday falls on a Saturday or Sunday, the employee will receive two (2) times pay for any work performed on the actual Holiday. Employees who work on the observed Holiday (the Friday or Monday before or after the actual Holiday that falls on a Saturday or Sunday) will be paid regular overtime equal to one-and-one-half (1 ½) times the Employee's hourly rate.

6.4 Assignment of Overtime Overtime assignments shall be offered to qualified volunteers by bargaining unit seniority on a rotating basis. If there are insufficient volunteers these assignments shall be given to qualified Employees in reverse bargaining unit seniority order on a rotating basis.

6.5 Scheduled Overtime There shall be two (2) pools for scheduled overtime for preventive maintenance, data collection and/or work on a long-term, on-going project(s). The pools shall be as follows:

- One (1) pool comprised of Operation and Maintenance Technicians 1 and 2 *
- One (1) pool comprised of Operation and Maintenance Technicians 3 and Foremen*
- * Red-circled employees will be included in the pool that includes their respective grade(s)

If there are no volunteers and no employees are mandated to work overtime, employees can volunteer to work in the opposite pool, if they have the requisite qualifications for the scheduled work.

6.6 Mandatory Overtime

- a. Employees can refuse to work overtime three (3) times but will be mandated to work the next time asked subject to forcing language in Article 6.4.
- b. Not answering phone calls made following currently established procedures will count as a refusal. If a phone call is returned within fifteen (15) minutes it will not be counted as a refusal.
- c. When an employee is mandated to work overtime and does not, it may be addressed through disciplinary action.
- d. When an employee is mandated and does work the mandated overtime such employee will again be able to refuse to work overtime three (3) times before again being mandated to work.

6.7 Flex Time Employees may elect to use flex time within the same workweek, as long as they obtain their supervisor's approval in advance. The Employees' option to use flex time shall be entirely voluntary, and the right to grant flex time shall be within the sole discretion of the Employer.

6.8 Compensatory Time

- ~~a. Employees who receive compensatory time may accumulate up to eighty (80) hours annually;~~
- ~~b. Employees separated from LCA employment shall be compensated at their regular hourly rate of pay for all unused compensatory time accumulated;~~
- ~~c. Employees shall use all compensatory time in the calendar year it is earned. Compensatory time may not be carried from one calendar year to the next.~~

- ~~d. In the event an employee has unused compensatory time at the end of the calendar year, he/she shall be paid his/her regular rate of pay for all unused compensatory time. The employee's manager may require the employee to use his/her unused compensatory time prior to the end of the calendar year.~~
- ~~e. All requests for use of compensatory time shall be approved or disapproved by the employee's manager. Work needs of the LCA shall control the use of all compensatory time.~~
- (1) By mutual agreement between LCA, the appropriate local Union representative, and the employee involved, compensatory time at the appropriate rate of pay may be granted in lieu of overtime pay.
- (2) Employees who receive compensatory time may accumulate up to two hundred forty (240) hours annually. Compensatory time shall not carry over to the following calendar year.
- (3) Employees separated from LCA employment shall be compensated at their regular hourly rate of pay for all unused compensatory time accumulated.
- (4) Employees shall use all compensatory time in the calendar year it is earned.
- (5) Compensatory time may not be carried from one calendar year to the next.
- (6) In the event an employee has unused compensatory time at the end of the calendar year, he/she shall be paid his/her regular rate of pay for all unused compensatory time. The employee's manager may require the employee to use his/her unused compensatory time prior to the end of the calendar year.
- (7) Said compensatory time not used by the employee in the calendar year in which it was incurred shall be paid in the last pay period of the calendar year prior to the implementation of the annual general wage increase specified in this contract. Compensatory time shall not accrue during the last **two (2)** pay periods of the calendar year.
- (8) All requests for use of compensatory time shall be approved or disapproved by the employee's manager. Work needs of the LCA shall control the use of all compensatory time.

ARTICLE 7 ON-CALL SERVICE/EMERGENCY CALL-OUT

7.1 In the event of an emergency call-out or standby service, the following conditions apply:

- (a) Paid time will be calculated from the time of departure until the time of return.
- (b) **On-Call /Standby** - Employees designated as "Lead" or "Back-Up" On-Call Employees shall each receive ~~nine (9) hours of regular pay per week for being on-call and responding by telephone, computer or other form of communication.~~ "Lead" or "Back Up" On-Call Employees during a week including a Holiday shall each receive eleven (11) hours of regular pay for the week. one (1) hour of pay at the regular hourly rate, excluding shift differential, for each workday

(Monday-Friday) on standby, and **three (3) hours' pay** at the regular hourly rate for each Saturday, Sunday, or official LCA holiday on standby.

- (c) **Emergency Call-Out** - For Lead and Back-up On-Call Employees, emergency call-out time outside the normal work day, after having left the job site, shall be subject to a minimum call-out payment equivalent to four (4) hours at the individual's hourly rate. The Employee will be paid the greater of (1) the actual hours worked at an overtime rate or (2) the amount of the minimum call-out payment. If an Employee returns home and is called out again before the beginning of another normal workday, the Employee is entitled to receive compensation, as determined in the preceding sentence, for each call-out. All calls received during the following time period shall be considered one call: the time an Employee departs to respond to a call until the time he completes his return from the call.

7.2 On-Call Roster / Lead and Back-Up Lists There shall be separate lists for Lead and Back-Up On-Call Employees. Newly hired Employees will be placed on the Lead On-Call list once they have acquired and documented the necessary skills to perform that role. Employees shall have the right to sign on to both lists, so long as they possess the requisite skills and qualifications (per the skills matrix). Employees who are currently on the Back-Up On-Call list shall be deemed qualified and remain on that list. Employees who are currently on the Lead On-Call list shall be deemed qualified and remain on that list. Employees may request once per calendar year to be placed on or removed from one or both lists, so long as they possess the requisite skills and qualifications in the case of signing onto a list. Such Employee requests shall be subject to management approval based on the operational needs of the Employer. The Employer may also assign or reassign Employees where necessary to meet the operational needs of the Employer; using bargaining unit seniority where there is a choice among two or more Employees. This shall be done first by seniority on a voluntary basis and then, if necessary, by inverse seniority on a mandatory basis.

Qualified Employees shall be placed on the respective lists based on their relative bargaining unit seniority. Assignments shall then be done by rotation through the respective lists. The Employer will make adjustments to the rotation to avoid an Employee being assigned for the same week on both the Lead and Back-Up On-Call lists.

Employees shall be allowed to continue to switch days and exchange weeks of on-call duty as is currently permitted.

7.3 The Employer may have the handling of the initial alarm and consumer phone calls performed by non-bargaining unit employees, however the call-outs shall continue to be performed by the bargaining unit, and the on-call compensation rates shall not be changed.

7.4 Employees will be required to work at least two (2) rounds of beeper per year.

7.5 Employees will not be permitted to work more than two (2) weeks of lead and/or back-up beeper in a row.

ARTICLE 8 HOLIDAYS

8.1 Paid Holidays The following holidays will be observed with full pay:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas

8.2 When a holiday falls on Saturday, the observed Employee holiday shall be the preceding Friday; and if the holiday falls on Sunday, the observed Employee holiday shall be the following Monday.

8.3 Except in cases of emergency, requests must be made at least two days in advance for requests of two days or more, or at least one day in advance for requests of less than two days.

8.4 Paid Personal Holidays In addition to the holidays set forth in Section 8.1, each Employee shall receive eight (8) personal holidays annually with full pay, to be taken on days approved by the immediate supervisor. Except in cases of emergency, requests must be made at least two (2) days in advance for requests of two days or more, or at least one (1) day in advance for requests of less than two (2) days. Such personal day requests shall be granted subject to operational needs, but shall not be unreasonably denied. These personal holidays must be taken in the calendar year in which they are granted or they will be forfeited without extra payment. During the initial year of employment and the year of termination, the seven-day entitlement will be prorated to the nearest whole day based upon the actual number of days employed during that calendar year.

8.5 Any employee who is absent without scheduled leave either the workday before or the workday following a holiday will forfeit the holiday pay. Any employee who reports off work sick the workday before or the workday following a holiday must submit a medical certification form. Any employee who fails to submit such medical certification shall forfeit excused absence pay for that day and shall forfeit the holiday pay.

8.6 Personal days may not be used in the first one hundred twenty (120) days of employment.

8.7 When employment terminates other than during or at the end of a new Employee's initial probationary period, a cash settlement for any unused personal holiday entitlement will be made if the Employee has given two weeks' notice prior to termination, or if the Employer terminates employment. If the Employee uses more personal days than the prorated entitlement, a cash deduction equal to the value of the excess time off will be made against the remaining salary owed to the Employee.

ARTICLE 9 VACATION

9.1 Each Employee is entitled to vacation days with full pay determined in accordance with the guidelines below.

<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT DAYS PER YEAR</u>
1	5
2 - 5	10
6 - 10	15
11	16
12	17
13	18
14	19
15 - 20	20
21	21
22	22
23	23
24	24
25 or more	25

9.2 Vacations may be taken at times approved by the Employee's immediate supervisor. Vacation requests shall be granted based upon bargaining unit seniority. Employees shall be given an opportunity to submit vacation requests during the following periods:

- January 1 through January 31 for vacation days beginning February 14 of the current calendar year through February 13 of the following year.
- September 15 through September 30 for vacation days still available for the period of October 14 through February 13.

Vacations will be granted based upon bargaining unit seniority at the end of each period referenced above.

Vacation requests submitted outside of these periods will be granted on a first- come, first-served basis; but such requests must be made at least two (2) weeks in advance for requests of two days or more, or at least one (1) week in advance for requests of less than two days. Such vacation

requests shall be granted subject to operational needs, but shall not be unreasonably denied. Once vacation requests have been granted, bumping by seniority shall not be permitted.

~~——— Vacation days beyond ten (10) days may be carried past the year in which they were earned for a period up to eighteen (18) months. The number of carryover vacation days in a year shall not exceed the number of that Employee's vacation entitlement days for the same year.~~

9.3 Beginning in the calendar year in which an Employee's vacation entitlement exceeds ten (10) days, the Employee will become eligible to carry over unused vacation days. An Employee eligible to carry over unused vacation days must use at least ten (10) days of vacation during the calendar year or lose those vacation days. Additional days beyond the first 10 days may be carried over to the following year. The carry over days will be classified as "prior year" vacation and must be used within the next calendar year or lose those carried-over vacation days. Each year, an employee can only carry over as many days as they will earn in the upcoming year.

9.4 In a year when vacation entitlement changes, the number of days added will be prorated to the nearest whole day based upon the number of days remaining in the year beyond the original employment date. In the event an Employee goes on disability leave, the allocation of vacation days the Employee is entitled to for that year will be pro-rated based on the percentage of days the Employee worked versus the days the Employee is on disability leave.

During their first calendar year of employment Employees will receive up to five (5) vacation days, prorated based on date of hire, and with the ability to carry over earned but unused vacation if not able to use it in the first calendar year.

9.5 When employment terminates, a cash settlement for any unused vacation entitlement will be made if the Employee has given two weeks' written notice prior to termination, or, if the Authority terminates employment. If an Employee uses more vacation than a prorated entitlement, a cash deduction equal to the value of the excess vacation shall be made against the remaining salary owed to the Employee.

9.6 Newly hired Employees may not use vacation until they have been employed one hundred and twenty (120) days.

ARTICLE 10 MISCELLANEOUS

10.1 **Uniforms** LCA shall provide work clothing/uniforms and replacements in sufficient quantities to employees based upon the needs of the particular job. Work clothing needs shall be determined by the appropriate Manager with input from the Union and shall be obtained only with the approval of the Manager.

Initial issue to new hires shall include:

1. Winter Coat/Coveralls (1)
2. Fall Jacket/Sweatshirt (Orange) (1)
3. Long Sleeve Shirt (5)
4. Short Sleeve Shirt (5)

5. Pants (5)

- (a) All damaged/worn work clothing/uniforms must be returned to LCA before LCA provides replacement of such item(s).
- (b) The Employee shall be responsible for maintenance and upkeep of all work clothing and/or uniforms.
- (c) Employees shall not wear these uniforms/work clothing when they are not working as an LCA employee.
- (d) When safety shoes are required by LCA, LCA agrees to reimburse Employees for the purchase of such shoes, up to \$175.00, once per calendar year. LCA has implemented a voucher system, such that Employees may purchase such shoes through at least three (3) outfitters who will bill LCA for the cost of such shoes, up to \$175.00 per pair.
- (e) LCA will purchase a washer and dryer for Employee's use to launder soiled uniforms.

10.2 Gloves The Employer shall supply all types (weather and work appropriate) gloves to the Employees, consistent with past practice. The Employer shall replace all gloves as needed, due to normal wear and tear.

10.3 Tools The Employer shall provide each Employee with a box of tools, which shall include all tools necessary to perform assigned duties. The Employer shall replace tools where necessary due to normal wear and tear.

10.4 Safety Equipment and Clothing The Employer shall provide safety clothing and personal protection equipment to Employees, including but not limited to: hard hats; non-prescription safety glasses; safety vests; face shields; arc flash equipment; hearing protection plugs/muffs. The Employer shall replace safety clothing and equipment where necessary due to normal wear and tear.

10.5 Immunizations The Employer shall provide on-site immunizations for Hepatitis B and Tetanus where feasible.

ARTICLE 11 SICK TIME

~~**11.1** Each Employee is entitled to up to ten (10) sick days per year. Sick days can include illness of Employee, illness of dependent, medical appointment (limited to time of appointment plus necessary travel time), or respite time as approved by the Employee's immediate supervisor in situations where additional rest time is needed following an overnight emergency work assignment.~~

~~**11.2** Unused sick time remaining at the end of the calendar year may be carried over to the following year, so long as the total accrual of sick time does not exceed 16 days. For the contract year beginning January 1, 2023, existing employees will be provided with 10 days sick time for 2023, and may carry over unused sick time from 2022 into 2023, subject to the 16-day cap.~~

~~11.3 During the initial year of employment and the year of termination, the 10-day allocation will be prorated to the nearest whole day based upon the actual number of days employed during that calendar year.~~

11.1 Each Employee is entitled to up to sixteen (16) Sick days per year. Sick days can include illness of employee, illness of dependent, medical appointment (limited to time of appointment plus necessary travel time), or respite time as approved by the employee's immediate supervisor in situations where additional rest time is needed following an overnight emergency work assignment.

11.2 During the initial year of employment and the year of termination, the 16-day allocation will be prorated based upon the actual number of days employed during that calendar year.

11.3 Documentation of the Employee's use of Sick time shall be provided by the Employee upon request by management.

11.4 Sick time cannot be used for absences that qualify for SMART Accident and Sickness leave.

ARTICLE 12 JURY DUTY

12.1 An Employee called to serve as a juror or subpoenaed in court proceedings to testify as a witness on behalf of the LCA, will be excused from work and shall be paid the difference, if any, between the compensation received as a juror or witness and his/her regular wages.

12.2 Employees with jury/subpoena duty assignments shall notify their supervisor within forty-eight (48) hours of their receipt of court notice.

ARTICLE 13 – BEREAVEMENT TIME

Full time employees who have successfully completed their probationary period shall receive leave with pay in the event of a death in their immediate family, subject to the following conditions:

- a. The maximum leave shall be five (5) workdays off without loss of regular pay in the event of the death of the employee's spouse, parent or children.
- b. The maximum leave shall be three (3) workdays off without loss of regular pay in the event of the death of the employee's brother, sister, father-in-law or mother-in-law.
- c. The maximum leave shall be one (1) workday off without loss of regular pay in the event of the death of the employee's grandparent or the spouse of the employee's brother or sister.
- d. Days off must be consecutive with one (1) day including the day of the funeral or within one (1) week of the family member's death if there is no funeral.

ARTICLE 14 COMMUNITY SERVICE

14.1 Emergency Service Employees may participate in emergency assistance efforts such as ambulance service, volunteer fire departments and other volunteer activities under certain conditions:

- (a) The Employee may respond if there is adequate availability of LCA staff, including backup support, to provide ongoing service to LCA customers, as determined by the Employee's immediate supervisor.
- (b) Proof of insurance, Workers' Compensation and other necessary coverage, must be submitted to show that the LCA coverage is not at risk for the Employee's participation.
- (c) Participation during normal business hours will be taken as excused absence, subject to the 20-day annual limit of the excused absence policy.
- (d) If compensation for emergency service is received, the LCA will pay the Employee the difference between that Employee's normal, 8-hour day compensation and the amount of compensation paid by the service organization per day, subject to the LCA's excused absence compensation policy. The Employee shall furnish evidence of the service organization compensation with the time sheet for the affected payroll period.

14.2 Employees who are members of the Military Reserve or National Guard will be granted up to fifteen (15) days leave per calendar year for required training or will be granted leave for the full term of active duty upon presentation of a copy of official orders.

14.3 If compensation for military leave is received, the LCA will pay the Employee the difference between that Employee's normal 8-hour day compensation and the amount of compensation paid by the military organization per day. The Employee will furnish evidence of the military compensation with the time sheet for the affected payroll period.

14.4 The LCA will continue payment of fringe benefits to the extent not provided by the military and service credits will be earned during the period of required duty. For active duty, annual vacation, personal holidays and excused absence entitlement will be reduced to the nearest whole day based upon the length of leave.

14.5 Military leave will be granted to an Employee in accordance with the federal Uniformed Services Employment and Reemployment Rights Act and Chapter 73, Military Leave of Absence, of the Pennsylvania Military Code, or successor legislation of either, unless this Agreement provides greater benefit to the Employee, in which case the provisions of this Agreement shall apply.

ARTICLE 15 UNPAID LEAVES OF ABSENCE

15.1 Family and Medical Leave Act Leaves Eligible Employees shall be entitled to leaves of absence under the Federal Family and Medical Leave Act and its implementing regulations. Leave eligibility and entitlement shall be in accordance with the Act and Regulations. For purposes of determining an Employee's eligibility for leave, the 12-month period used shall be a rolling 12-month period measured backward from the date an Employee uses any FMLA leave.

Leave under the FMLA shall be run concurrently with any other leaves available to the Employee which would be for reasons that the FMLA addresses, including Workers' Compensation injuries. Before an Employee may go onto unpaid time during an FMLA leave, the Employee must first use all available paid vacation and personal time. However, if the Employee is receiving payment under the SMART Accident and Sickness plan or Workers' Compensation, the Employee shall not be required to use paid vacation and personal time. Furthermore, if an Employee has previously scheduled vacation time off after returning from an FMLA leave during which the Employee was compelled to use all of his/her vacation time, the Employee shall be permitted to take the previously scheduled time off, without pay.

15.2 Employees with five (5) or more years of continuous service may request unpaid leaves of absence of up to six (6) months for non-medical reasons. The Employer shall have the discretion to grant such requests, subject to operational needs.

15.3 Employer shall continue to pay for medical/insurance coverage for three (3) months of unpaid leave on the same terms as if they are actively employed.

ARTICLE 16 INSURANCE BENEFITS (Medical, Prescription, Dental, Vision Life and AD&D, Accident & Sickness)

16.1 Full-time Employees shall be provided with the Insurance benefits through the Sheet Metal Workers' Local Union No. 19 Benefit Fund ("Fund"). Benefits under the "Fund" include medical, dental, vision, life, AD&D, and Accident and Sickness coverage.

16.2 LCA agrees to make monthly payments to the "Fund" in the amount of \$9.00 per hour for each hour the covered employee actually worked during that month up to a maximum of 45 hours per week. This rate will remain unchanged during the term of the Agreement.

16.3 **Flexible Spending Plan** A flexible spending plan shall be available on a voluntary payroll deduction basis to each Employee. This plan allows participants to use pre-tax dollars to pay for eligible medical costs, insurance premiums paid by the Employee and dependent care costs not covered by the Employer's benefit package. Employees are eligible for participation in the plan beginning the first day of the calendar month following one month's employment.

16.4 **Voluntary Benefits** Voluntary supplemental life insurance shall be available to eligible SMART employees.

16.5 Retiree Health Insurance

- (a) Full-time Employees aged 65 or older, who were hired before January 1, 2005 and who have at least ten (10) years of service with the LCA, shall,

upon retirement under the PMRS Pension Plan, be eligible to be covered by the LCA's health insurance plan for retirees. This coverage shall include the spouse of the retiree as long as the retiree is living. To obtain coverage a retiree shall be responsible for paying 21% of the premium cost.

- (b) Full-time Employees hired before January 1, 2005, who have at least ten (10) years of service with the LCA, who retire under the PMRS Pension Plan before the age of 65, may elect to continue LCA group medical coverage up to age 65 by reimbursing LCA for the coverage cost, provided the insurance plan allows such continuation of coverage.
- (c) Retiree health insurance benefits under this Section 16.5 shall be on the same terms and conditions as are provided to the non-union LCA employees.

ARTICLE 17 RETIREMENT PLANS

17.1 The Authority shall offer a pension plan for each full-time Employee through the Pennsylvania Municipal Retirement System (PMRS). This plan provides for a basic retirement annuity of 1/60, equal to 1 2/3%, times the number of years of service, times the average of the highest three (3) years' salary in accordance with the plan. Salary shall not include compensation attributable to a waiver of benefits as described in Article 16.1 of this Agreement.

17.2 In addition to the basic annuity, which is paid for by the Employer, a supplemental annuity shall be provided by member contributions, which may at Employee's option range from a required minimum of 1% to a maximum 11% of gross salary, excluding any waiver of benefits compensation.

17.3 Retirement benefits are computed from the ~~employment~~eligibility date based upon service credits.

17.4 Full-time Employees become eligible under this pension plan beginning the first pay period after the 90th calendar day of employment.

17.5 The pension plan benefit shall be frozen as of the day following the disability until the disability term ends.

17.6 **Deferred Compensation Plan** In addition to the PMRS Pension Plan, a supplemental 457(B) Deferred Compensation Plan is available on a voluntary payroll deduction basis to all full-time Employees. This plan allows participants to defer payment of federal tax on contributions made to the plan until contributed funds are withdrawn.

ARTICLE 18 GENERAL TERMS

18.1 Copies of any and all benefit and retirement plans shall be issued to Employees upon request.

18.2 The Employer shall provide the Union with copies of any Right to Know Request it receives concerning the Employees or the Union as soon as practicable after receipt of such request.

ARTICLE 19 EDUCATION AND TRAINING

19.1 Employees are encouraged to participate in continuing education and training. With the Chief Executive Officer's (CEO) approval, the Employer will pay for memberships in organizations which relate closely to the management and operation of the LCA's facilities and/or technical, legal and administrative facets of the LCA. Where possible, the memberships shall be made in the name of the LCA; otherwise, membership shall be made in the name of the Employee determined to be the appropriate representative of the Employer.

19.2 Employees may attend various seminars and conferences related to the activities of the Employer, as deemed to be consistent with the needs of the LCA. The Employer will pay the appropriate costs incidental to such seminars or conferences. Reimbursable costs shall include the costs of membership, seminar or conference registration, course fee, books, supplies, travel, meals, and lodging. All such activity must be approved by the CEO prior to registration.

19.3 The Employer will also provide the following financial assistance for:

- (a)** Non-degree work-related courses, such as operator training, computer instruction and technical schools. The Employer will pay for such courses, including attendant costs, excluding travel. If the Employee fails to complete the course or leaves the LCA before completing the course, the Employer will be reimbursed for the costs incidental to the course, which may be through a payroll deduction. Proof of satisfactory completion is required; in the case of graded courses, a "C" grade or better is required.
- (b)** Work-related degree program for undergraduate or graduate studies. Approval of a degree program is subject to concurrence by the LCA's Board of Directors. The Employer will reimburse the Employee for 50% of the appropriate costs incidental to any course in such program, excluding travel and meals, upon completion of the course with a grade "C" or better.

19.4 In cases where the Employer must limit training opportunities, those opportunities will be offered to Employees based on operational needs.

ARTICLE 20 JOB POSTING

20.1 All bargaining unit job openings for Foreman, Operations and Maintenance Technician 3, Electrician, Customer Care Field Technician, Canvasser, Wastewater Technician and Compliance Technician positions shall be posted for a period of seven (7) calendar days on bulletin boards located in areas where Employees congregate. The position shall be awarded to the Employee meeting the minimum qualifications with the most skills which relate to the posted

job; where Employees' skills are relatively equal, the position shall be awarded to the Employee with the most bargaining unit seniority.

20.2 “Qualifications” or “Qualified” is the skill, ability, experience, previous performance, physical condition, education, and other factors which make an employee suitable for the job and for further promotion. LCA reserves the right to test to determine “qualifications” through valid testing procedures and to determine the method of testing.

20.3 When LCA requires a test, employees requesting their test results shall receive a pass/fail notification. A score of 70 shall constitute a passing grade on all written tests. In addition, LCA will meet with the affected employee and Shop Steward to address areas that resulted in failure of the test.

20.4 The successful bidder will be moved to the posted position with the applicable rate of pay within sixty (60) days of the closing of the bid. The successful bidder must be able to commence actively working in the posted position within that same time.

20.5 If there are no qualified bidders for vacant bargaining unit positions, LCA may consider other qualified but contractually ineligible bidders who have more than one (1) year of service in their current position. LCA may, at its sole discretion, award the position to such senior qualified but contractually ineligible bidder before transferring or hiring someone from outside the bargaining unit.

20.6 If an employee is awarded a position and later a senior bidder is determined to be qualified for a position through the grievance procedure, the senior qualified bidder shall receive back pay (if applicable) either to the date of the grievance filing or to the date of the awarding the position, whichever is earlier. The amount of said back pay, if such is awarded by LCA or by the arbitrator, shall not be increased or decreased by LCA or by the arbitrator.

20.7 Bargaining unit Employees who accept transfers or promotions to non-bargaining unit positions shall have the right to return to their previous positions, with no loss of seniority or contractual entitlements, provided they do so within forty-five (45) calendar days from the date they report to their new position.

20.8 Any employee bidding, promoted, or transferred is subject to a trial period of up to one hundred twenty (120) calendar days. When an employee demonstrates the ability to perform the job before the end of one hundred twenty (120) calendar days, the said employee shall be certified for the position, at which time the Manager will notify the Human Resources Manager in writing, and the Human Resources Manager will notify the employee and the UNION. If the employee's performance in the position to which he/she has bid to, been promoted to, or transferred to is not satisfactory, he/she shall be returned to his/her previous job at any time during the demonstration period, provided that he/she is supplied with a written statement giving detailed reasons why he/she is not qualified to perform the duties and LCA will revert back to the senior bidder on the list who initially may have refused the job. This employee shall be charged with a bid as described in Section 1 of this Article. An employee who desires to return to his/her previous job must exercise this option within fifteen (15) scheduled working days of the demonstration period; such employee shall be charged with a bid as described in Section 1 of this Article and shall not be allowed another bid for a period of twelve (12) months. Employees bumped by the return of this

non-certified bidder to his/her original position shall also be returned to their previous positions and shall not be charged with a bid, as described in this Article.

ARTICLE 21 LICENSES AND CERTIFICATIONS

The Employer shall pay the application and maintenance costs, and any continuing education costs, related to any licenses and certifications which must be maintained by Employees for the performance of their work duties.

ARTICLE 22 EXPENSE REIMBURSEMENT

22.1 An Employee shall be reimbursed for expenses incurred in the performance of Authority business. To receive reimbursement, the Employee must submit a business expense report for approval by the Employee's immediate supervisor.

22.2 An Employee will be reimbursed for meals while: performing duties approved or required by a supervisor outside of the Service Area; during emergency situations where a normal meal is incurred; or when an expense is incurred with business guests.

22.3 An Employee will be reimbursed at the established Internal Revenue Service rate for mileage incurred when the Employee's personal vehicle is used for business purposes.

ARTICLE 23 WORKERS' COMPENSATION

23.1 The Employer shall, in accordance with applicable law, provide Workers' Compensation coverage for each Employee, which shall cover medical treatment costs and workers' compensation benefits for Employees who suffer work-related injuries, illness or related disability.

23.2 In the event of a confirmed work-related disability, the Employer shall pay normal salary for any days which the Employee does not receive workers' compensation benefits up to a maximum of fifteen (15) working days per year. These fifteen (15) days shall be supplemental to the Employer's excused absence and paid time off benefits. If the Employee receives workers' compensation benefits and the Employer has paid salary to the Employee for the corresponding period, the Employee shall reimburse the Employer for all salary received for each day which is covered by workers' compensation benefits. If the claim is ultimately denied, the Employee shall also reimburse the Employer for all salary received associated with that claim. For any Employee reimbursement to the Employer, the Employee shall elect to make reimbursement through use of either available excused absence, paid-time-off or direct repayment.

23.3 In the event of a work-related disability, health care benefits shall be continued by the Employer until employment ends, under the same terms as if actively employed. The pension plan benefit will be frozen as of the day following the confirmation of work-related disability.

23.4 An Employee receiving treatment for work-related injuries or illness shall make a good faith effort to schedule medical appointments related to those conditions outside of his or her work shift. Where that cannot be accomplished, the Employee shall be released by the Employer to attend the appointment, and shall not suffer a loss of pay.

ARTICLE 24 UNION VISITATION

24.1 Representatives of the Union shall have reasonable access during working hours to the Employer's premises and work sites for the purpose of processing and discussing disputes, provided such access does not interfere with the normal business operations. Before any such visit during the regular hours of work, the Union Representative shall contact the Employer to give notice of such visit.

24.2 The Employer shall provide notice to the Union of meetings comprised of bargaining unit employees only, in which at least 50% of the bargaining unit are expected to be present, and shall permit Union representatives to attend such meetings. During such meetings, the Union shall be allowed up to 10 minutes to address bargaining unit members.

24.3 The Union shall have the opportunity to meet with each newly-hired Employee at the worksite for a minimum of 30 minutes, in order to provide the Employee with a copy of the Collective Bargaining Agreement, to effectuate the signing of documents when applicable, and to explain the terms and conditions of employment provided for by the Agreement.

24.4 The Employer shall provide space, if available, for the Union to meet with bargaining unit members at the worksite.

ARTICLE 25 SHOP STEWARDS

25.1 The function of the Shop Steward shall be to see that the terms of this Agreement are fulfilled. The Union shall have the right to appoint two (2) employees to serve as the Shop Steward for the bargaining unit, and two additional Employees to serve as alternate Shop Stewards. Shop Steward appointments shall be made in accordance with the Union's internal rules. The Union shall have the right to appoint two (2) employees to serve as Shop Stewards for the bargaining unit.

25.2 Provided permission is first obtained from the immediate supervisor, the Shop Steward shall be permitted to transact the following Union business during his/her work shift without loss of pay: investigate and process grievances; consult with Employer representatives; attend labor-management meetings. If the Union business involves meeting with Employer representatives at the Employer's request, outside of working hours for the business defined above, the Shop Steward shall be compensated at his/her hourly rate for such time beyond the normal work shift; however such time shall not be used for the purpose of computing overtime.

25.3 At the Employee's request, a Shop Steward shall be present for investigatory interviews and pre-disciplinary (Loudermill) meetings.

ARTICLE 26 UNION BULLETIN BOARD

The Employer agrees to provide suitable space for the Union bulletin board. Postings by the Union on this board shall be confined to official business of the Union. No material derogatory to or reflecting upon the Employer or other Employees shall be so posted, nor any political campaign materials, except those specific to officers of Local 19.

ARTICLE 27 CHECK-OFF

27.1 The Employer shall deduct membership dues/ assessments from the pay of those Employees who individually request in writing that such deductions be made and will continue to make such deductions while the authorization remains in effect.

27.2 Fair Share Provision The Employer shall deduct fair share fees from Employees in the bargaining unit who are not members of the Union and who individually request in writing that such deductions be made, and will continue to make such deductions while the authorization remains in effect.

27.3 The Employer shall notify the Union of all new hires. The notifications shall contain the names, addresses, and job classifications of the Employees.

27.4 The Employer shall provide all newly hired Employees with the Union's membership and check-off authorization forms/cards, which shall be supplied by the Union. The Employer shall make no statement to the Employees about whether they should sign such forms and may not be present when the Employees sign such forms. The Employer shall direct any questions by Employees regarding Union membership, dues, and fees to the Union.

27.5 The Union shall notify the Employer of the rates at which dues and/or assessments and fair share fees are to be deducted.

27.6 The Employer agrees to deduct dues and/or assessments and fair share fees in the first two paychecks of each month and in equal installments, and to transmit the monies to the Union by check on a monthly basis.

ARTICLE 28 DISCIPLINE AND DISCHARGE

28.1 No Employee shall be disciplined or discharged without just cause.

28.2 The Employer shall have the right to publish and enforce reasonable disciplinary rules and safety regulations and enforce amendments or restatements of same, provided however, they do not conflict with the provisions of this Agreement. Rules and regulations shall not become effective until five (5) regular workdays after copies thereof have been furnished to the Union and posted on the bulletin boards.

ARTICLE 29 CORRECTIVE ACTION

29.1 Employees may be subject to the following schedule of progressive discipline:

<u>Level 1:</u>	1st Offense	Verbal warning
<u>Level 2:</u>	2nd Offense	Written warning
<u>Level 3:</u>	3rd Offense	Final written warning with possibility of probation
<u>Level 4:</u>	4 th Offense	Suspension
<u>Level 5:</u>	5 th Offense	Termination

29.2 Progressive discipline may not always follow the order above. For example, depending on the circumstances involved, the nature of the violation, and an Employee's prior record, an Employee may be disciplined at a lower level, rather than the next level of the progressive scale. Likewise, serious misconduct may cause an Employee to be disciplined at a higher level than the next progressive step.

29.3 Upon an Employee's request, the Employee shall be entitled to union representation in accordance with applicable law.

29.4 The Employer shall notify an Employee in writing of any final disciplinary action taken against him, and the bases for the action.

29.5 The Employer shall forward copies of all disciplinary actions referenced in Section 29.4 above to the Union Business Agent within two working days of the dates they are issued.

29.6 Provided there are no intervening incidents of a similar nature, following are the time periods that disciplinary actions shall be used for purposes of progressive discipline:

- a. Discipline for levels 3 and 4 offenses may be used up to two (2) years.
- b. Discipline for levels 1 and 2 offenses may be used for up to one (1) year.

ARTICLE 30 GRIEVANCE AND ARBITRATION PROCEDURES

30.1 The term grievance shall be defined as a dispute, complaint or claim concerning the interpretation, application, or claim of breach or violation of any provision of this Agreement.

30.2 Grievances shall be filed by the Employer or the Union, or by an Employee or group of Employees with the assistance of the Union's designated representative, and shall be settled in accordance with the following procedure:

STEP 1. The grievance shall be submitted in writing to the Employer's Step 1 representative within ten (10) working days of the date of its occurrence, or of the date the grieving party should have become aware of its occurrence. The Shop Steward and the Employer's representative shall meet to discuss the grievance within five (5) working days after its submission. The Employer representative shall answer the grievance in writing within ten (10) working days after the Step 1 meeting.

STEP 2. If a satisfactory settlement is not reached, the grievance may be submitted to the Employer's Step 2 representative within ten (10) working days after receipt of the Employer's Step 1 answer. The Union's Business Agent and the Employer's representative shall hold a grievance meeting within ten (10) working days after the submission of the grievance at Step 2. The Employer representative shall answer the grievance in writing within ten (10) working days after the Step 2 meeting.

STEP 3. If the grievance is not settled at Step 2, it may be submitted to arbitration by providing notice to the other party of the intent to arbitrate within thirty (30) calendar days following the receipt of the Step 2 answer. The grievance shall be submitted to the American Arbitration Association within sixty (60) calendar days following the receipt of the Step 2 answer if an arbitrator is not otherwise selected by the parties.

30.3 All grievances will be considered settled at any of the above steps unless appealed to the next step, or to arbitration, within the applicable number of days. However, the time limits may be extended at any step of the grievance procedure by mutual consent, which shall not be unreasonably withheld.

30.4 For the purposes of this procedure, "working days" shall not include weekends, holidays, and days when the employer is under an emergency situation of non-standard operations.

30.5 By mutual agreement of the parties only, the grievance may be submitted to mediation prior to an arbitration hearing being held. The mediator shall be jointly selected by the parties or appointed through the procedures of the Pennsylvania Bureau of Mediation.

30.6 The Union shall represent the grievant(s) at all stages of the grievance procedure through its designated representatives. Either party may elect to have additional Employer or Union representatives present at Step 2 of the grievance procedure. By mutual agreement the parties may have additional Union or Employer representatives at Step 1.

30.7 Grievant(s) shall have the right to be present at all Step meetings.

30.8 Arbitration Procedure

- (a) The dispute shall be submitted to an arbitrator who is mutually acceptable both to the Employer and the Union, or in the event that no mutually acceptable arbitrator is selected, then it shall be submitted to the American Arbitration Association for arbitrator selection and resolution.
- (b) The decision of the Arbitrator shall be final and binding. The Arbitrator's fees and expenses shall be borne equally by the Employer and the Union.
- (c) The Arbitrator shall not have the power to add to or subtract from or modify any terms of the Agreement or any agreement supplemental hereto. The Arbitrator shall determine any question of arbitrability.

ARTICLE 31 NON-DISCRIMINATION

31.1 The Employer shall not discriminate because of race, color, sexual orientation, marital status, parental status, gender identity, genetic information (including family medical history), religion, political affiliation, disability, national origin, age, military status, sex, other non-merit-based factors, or because an Employee engages in or refrains from union activity.

31.2 The Employer shall maintain and enforce policies to provide that its Employees work in an environment free of all workplace bullying or harassment.

31.3 In order to comply with the requirement of making “reasonable accommodation” of persons with disabilities under the Americans With Disabilities Act and the Pennsylvania Human Relations Act, if the Employer is required under applicable law to do so, the Employer may take the measures listed below, with prior notice to the Union, to effect reasonable accommodation:

- (a) Modify the person’s working area or equipment to accommodate the disability,
- (b) Provide the person with special equipment or devices to accommodate the disability,
- (c) Provide reserved parking for a person with a mobility impairment,
- (d) Allow the person to provide equipment or devices that the Employer is not required to provide, and
- (e) Restructure the person’s job responsibilities by reallocating or redistributing the non-essential functions of the person’s position.

ARTICLE 32 EMPLOYMENT RECORDS

32.1 In recognition of each individual Employee’s privacy as to their employment records including, but not limited to, personnel files, background checks done as part of the hiring process, disciplinary records, medical information and requests for assistance with personal problems shall be kept strictly confidential, except to the extent that disclosure may be necessary for insurance companies, pools or trusts when required in regard to health insurance, life insurance, or Worker’s Compensation benefits; for Medical Review Officers through the Commercial Driver’s Licensees Drug & Alcohol Policy; the adjustment of grievances under this Agreement,

and pursuant to the Union's right to information under the law; and/or for the purpose of investigation, legal or remedial action. Access to all such records, except medical information, shall be limited to the individual, the designated personnel files custodian, the individual's supervisor(s), the Chief Executive Officer (CEO), the Union in accordance with applicable law, and persons or entities specifically designated by the Employee, in writing, to the Human Resources Manager.

32.2 Medical information shall be kept in a file separate from all other Employee records; complete access shall be confined to the Employee and the person designated as the medical file custodian and/or privacy official. Limited information, however, may be given to the individual's supervisor(s) and the CEO to the extent necessary to inform them of necessary job restrictions and accommodations.

32.3 There shall be an official personnel file for each Employee. The contents of an Employee's personnel file will be available for examination by the Employee within a reasonable period of time after the Employee's request. Such examination may be conducted in the presence of the human resource officer or designee. Material shall not be removed from or added to the folder nor shall its contents be altered in any way. Employees shall be entitled to have a representative with them while reviewing their own file. If there is any disagreement as to the contents of the personnel file, an Employee shall have the right to submit a statement concerning any materials in the Employee's file and any such statement shall then become part of the personnel file.

ARTICLE 33 PROBATIONARY EMPLOYEES

33.1 All new Employees shall be subject to a 180-day probationary period. At the end of such period, the Employee shall advance to regular status. The Employer, with the concurrence of the Union, may extend the probationary period (not to exceed an additional 180 days). Time on leave of absence or on layoff shall not count toward satisfying the probationary period or any extension thereof.

33.2 The Employer shall have the sole right and discretion to dismiss an Employee during or at the end of this probationary period. Probationary Employees do not have grievance or arbitration rights for disciplinary matters.

ARTICLE 34 SEASONAL & TEMPORARY EMPLOYEES

34.1 Seasonal Employees

- (a) The Employer shall have the right to employ a maximum of one (1) seasonal employee for every five (5) bargaining unit Employees each calendar year. Seasonal employees shall work no more than sixteen (16) weeks per calendar year. The sixteen (16) week limit may, on a case by case basis, and with the approval of the Union which shall not be unreasonably withheld, be extended to a maximum of twenty (20) weeks. The schedules of seasonal employees shall not exceed the parameters of regular Employees as set forth in Article 4, Section 4.2, or, in Section 4.5 should the ten-hour schedules be adopted. The duties of seasonal employees shall be limited to unskilled work and assisting regular Employees.
- (b) The hiring of seasonal employees shall not result in bargaining unit layoffs or in the reduction of regular hours for bargaining unit Employees.

- (c) Bargaining unit Employees shall have the first right to overtime hours over seasonal employees, except in those cases where a seasonal employee must work overtime in order to complete a task that he was performing during his regular shift.
- (d) Such employees shall be laid off prior to the layoff of any bargaining unit Employees.

34.2 Temporary Employees

- (a) The Employer shall have the right to employ a temporary employee for up to ninety (90) days in a calendar year, in order to replace a bargaining unit Employee who is disabled or otherwise on an approved leave. The ninety (90) day limit may be extended if the extension is approved by the Union; however, effective on the 91st day, the temporary Employee shall be covered by the terms and conditions of this Agreement except as set forth in paragraphs (b) through (e) below.
- (b) The hiring of temporary employees shall not result in bargaining unit layoffs or in the reduction of regular hours for bargaining unit Employees.
- (c) Bargaining unit Employees shall have the first right to overtime hours over temporary employees, except in those cases when a temporary employee works overtime in order to complete a task that he was performing during his regular shift.
- (d) Temporary employees shall be laid off prior to the layoff of any bargaining unit Employees.
- (e) Qualified laid off bargaining unit Employees (who are subject to recall), shall be recalled prior to the hiring or use of temporary employees.

ARTICLE 35 MANAGEMENT RIGHTS

35.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Employer including the rights:

1. to reprimand, suspend, discharge, or otherwise discipline non-probationary Employees for just cause;
2. to hire Employees, to assign and direct their work; to promote, demote, lay off, recall to work Employees;
3. to determine the services to be rendered; to maintain the efficiency of operations;
4. to determine the personnel, methods, means and facilities by which operations are conducted;
5. to subcontract, contract out; to expand, reduce, alter, combine, transfer, assign, or cease any work, assignment, or service;
6. to control and regulate the use of space, equipment, and other property of the Employer;
7. to introduce new or improved procedures, methods, materials, and equipment;
8. to determine the number, and operation of departments, divisions, and all other units; and
9. to take whatever action is either necessary or advisable to determine, manage and fulfill the Employer's mission and to direct its Employees.
10. to issue, change and enforce reasonable rules and regulations of work and conduct with adequate communication to employees.

35.2 The failure to exercise any right, prerogative, or function hereby reserved, or the exercise of any right, prerogative, or function in a particular way, shall not be considered a waiver of the right to exercise such right, prerogative, or function or preclude exercising the same in some other way not in conflict with the express provisions of this Agreement.

35.3 The listing of specific rights in this Article is not intended to be nor should be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein whether or not such rights have been exercised by the Employer in the past.

ARTICLE 36 RISK MANAGEMENT TEAM AND COMMITMENT TO SAFE WORK ENVIRONMENT

36.1 The Employer agrees to provide healthy, safe and sanitary conditions for its Employees.

36.2 The parties recognize the existing Risk Management Team. The Employer shall appoint up to five representatives to serve on the Team. The Union shall appoint up to two bargaining unit representatives to serve on the team. The Team shall meet no less than once each calendar quarter for the purpose of jointly reviewing, inspecting and investigating health and safety conditions and practices.

36.3 Time spent in Team meetings, including walk-around time during Team inspections and investigations, shall not result in the loss of pay to the Union's Team representatives.

ARTICLE 37 USE OF AUTHORITY VEHICLES

37.1 Authority vehicles shall be used only for business purposes unless prior authorization is given by the Authority Board for use of the vehicle for commuting purposes between work and home; however, insignificant personal use, such as a personal errand while using the vehicle for approved purposes, shall be acceptable.

37.2 Whenever practicable, and subject to prior approval of a supervisor, an Employee who is assigned to report to work at an off-site location shall have the option of taking an Authority vehicle home the night before the assignment for the purpose of commuting directly to the site on the following day.

37.3 The mileage cost for use of the Authority vehicle for commuting to and from work, other than when an Employee is on-call or response to an emergency, shall be reported as either additional compensation in accordance with the Internal Revenue Service Regulations or reimbursed to the Authority.

ARTICLE 38 SMOKING POLICY

No smoking is allowed in LCA facilities, vehicles, and in or on any customer premises. Smoking will be allowed in a designated area outside the Operations Center. LCA will provide and pay for qualified professional assistance and prescribed drugs not covered by the Employer's medical plan on a one-time basis to help Employees quit smoking.

ARTICLE 39 SUCCESSORS

39.1 The Employer and any of its affiliates shall require any purchaser, assignee, transferee, lessee, administrator, executor, and/or trustee of the employer (hereinafter collectively referred to as a "successor") which acquires any assets or other indicia of ownership, whether in a single transaction or in any series of transactions (hereinafter referred to as a "successorship transaction"), to interview for potential hire, Employees covered by this Agreement who seek to be employed by the successor. The successor's employment interviews shall be concluded, and its hiring decisions made, prior to the completion of the transaction.

39.2 The Employer and its affiliates shall not conclude any agreement for a successorship transaction unless the successor agrees, in writing, as an irrevocable condition of the successorship transaction, to the conditions set forth in Section 39.1 above. Said agreement will be forwarded to the Union on the date the agreement is first approved by the Employer.

39.3 The Employer shall meet with the Union to bargain over all effects of the transaction on the Employees covered by this Agreement.

ARTICLE 40 SAVINGS AND SEPARABILITY

In the event any provision of this Agreement shall be rendered invalid by applicable legislation, or be decreed invalid by any court or any regulatory agency of competent jurisdiction, such action shall not invalidate the entire Agreement; it being the express intention of the parties hereto that all other provisions not rendered invalid shall remain in full force and effect.

ARTICLE 41 STRIKES AND LOCKOUTS

41.1 It is specifically understood and agreed that there shall be no strikes as is defined in the Public Employee Relations Act, being Act 195, including but not limited to a refusal to work, slowdowns, walkouts or other stoppages of work of any kind during the term of this Agreement. Any Employee who engages in such conduct shall be subject to disciplinary action, up to and including discharge.

41.2 Employer agrees that it will not lockout Employees during the term of this Agreement.

ARTICLE 42 TERM OF AGREEMENT

42.1 This Agreement shall be effective on January 1, 2026~~3~~ and shall continue in full force and effect up to and including December 31, 2028~~5~~.

42.2 This Agreement shall automatically be renewed from year to year thereafter, unless notice to renegotiate is provided by either party in writing by such time as would permit

the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound, have hereunto set their hands and seals the date and year first written above.

SMART LOCAL 19

LEHIGH COUNTY AUTHORITY

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

RESOLUTION No. 12-2025-1

(Duly adopted 8 December 2025)

A RESOLUTION ESTABLISHING THE VARIOUS COMPONENTS OF THE LEHIGH COUNTY AUTHORITY CAPITAL RECOVERY FEES FOR THE CITY DIVISION WATER SYSTEM CONNECTION FEE; AND THE CUSTOMER FACILITIES FEES FOR THE CITY DIVISION WATER SYSTEM AND THE SUBURBAN DIVISION WATER AND WASTEWATER SYSTEMS.

WHEREAS, Lehigh County Authority ("Authority") is a Pennsylvania municipal authority incorporated by the County of Lehigh in accordance with the Municipality Authorities Act to provide, among other services, wastewater and water services; and

WHEREAS, the Authority owns and/or operates water and wastewater systems throughout the Lehigh Valley of Pennsylvania, which systems are divided between its City of Allentown and Suburban Divisions; and

WHEREAS, the Authority charges certain rates and fees for use of and connection to its systems; and

WHEREAS, the Authority desires to establish its fees in accordance with §5607 of the Municipality Authorities Act, as amended, setting forth the appropriate fee components; and

WHEREAS, the Authority has calculated the allowable basis for such fees for certain of its wastewater and water systems in accordance with the attached calculations and its summary of the Capital Recovery Fees for the City Division Water System Connection Fee, the Customer Facilities Fees for the City Division Water System and the Suburban Division Water and Wastewater Systems (as Attachment A), the current version of which, as well as any future changes thereto, is made a part hereof as if included herein; and

NOW THEREFORE, the Lehigh County Authority, pursuant to powers invested in it by the Pennsylvania Municipality Authorities Act, as amended, hereby resolves that:

1. The capital recovery fees for wastewater and water service in various of the Authority's wastewater and water systems as indicated and shown on Attachment A, *LCA Customer Facilities Fees and Connection Fees, Allentown and Suburban Divisions - Water and Wastewater*, attached hereto and made a part hereof, are adopted effective 1 January 2026.

2. The Authority's Schedules of Rates and Charges shall be amended to reflect the fees hereby adopted, which fees shall be effective as of 1 January 2026.

3. All other Authority cost recovery fees, customer facilities fees, connection fees, and tapping fees, not contained in Attachment A hereto, continue in place, and are unaffected hereby.

On motion of _____, seconded by _____, this Resolution was adopted the 8th day of December 2025.

Tally of Votes: Yeas _____ Nays _____

§ 6

I, Kevin C. Reid, of the law firm of King, Spry, Herman, Freund & Faul, LLC, Solicitor to the Lehigh County Authority, do hereby certify that the foregoing is a true, correct and complete copy of a Resolution No. 12-2025-1 which was duly adopted by the Authority Board at a public meeting of the Authority Board held on December 8, 2025, after notice thereof had been duly given as required by law, at which meeting a quorum was present and voting, and which Resolution has been recorded in the Minutes and is now in full force and effect on the date of this certification.

_____ Kevin C. Reid, Esquire King, Spry, Herman, Freund & Faul, LLC Lehigh County Authority Solicitor	_____ Date
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Attest:

_____ Lisa J. Miller Executive Administrative Support Specialist	_____ Date
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ATTACHMENT A
LCA CUSTOMER FACILITIES FEES AND CONNECTION FEES
ALLENTOWN AND SUBURBAN DIVISIONS - WATER AND WASTEWATER

Suburban Division - Water System - Customer Facilities Fees

Meter Component - With DC Backflow

<u>Meter Size</u>	<u>2026 Supply Cost</u>	<u>2026 Labor Cost</u>	<u>2026 Rate</u>
5/8"	\$430	\$133	\$563
5/8" Pit	\$433	\$133	\$566
3/4"	\$485	\$133	\$618
3/4" Pit	\$484	\$133	\$617

Meter Component - With No Backflow

<u>Meter Size</u>	<u>2026 Supply Cost</u>	<u>2026 Labor Cost</u>	<u>2026 Rate</u>
5/8"	\$372	\$133	\$505
5/8" Pit	\$375	\$133	\$508
3/4"	\$427	\$133	\$560
3/4" Pit	\$426	\$133	\$559
1"	\$528	\$133	\$662
1" Pit	\$469	\$133	\$602
1 1/2" Displacement	\$880	n/a	\$930
1 1/2" Turbine	\$1,386	n/a	\$1,436
1 1/2" Compound	\$1,914	n/a	\$1,964
2" Displacement	\$1,156	n/a	\$1,206
2" Turbine	\$1,618	n/a	\$1,668
2" Compound	\$2,191	n/a	\$2,241

Suburban Division - Wastewater System - Customer Facilities Fees

Meter Purchase Only (Plumber Install)

<u>Meter Size</u>	<u>2026 Supply Cost</u>	<u>2026 Inspection Fee</u>	<u>2026 Rate</u>
5/8"	\$372	\$50	\$422
5/8" Pit	\$375	\$50	\$425
3/4"	\$427	\$50	\$477
3/4" Pit	\$426	\$50	\$476
1"	\$528	\$50	\$578
1" Pit	\$469	\$50	\$519
1 1/2" Displacement	\$880	\$50	\$930
1 1/2" Turbine	\$1,386	\$50	\$1,436
1 1/2" Compound	\$1,914	\$50	\$1,964
2" Displacement	\$1,156	\$50	\$1,206
2" Turbine	\$1,618	\$50	\$1,668
2" Compound	\$2,191	\$50	\$2,241

Allentown Division - Water System - Customer Facilities Fees

<u>Meter Size</u>	<u>2026 Meter Price</u>	<u>Components</u>	<u>2026 Labor Cost</u>	<u>2026 Rate</u>
5/8"	\$192	\$170.07	\$137	\$499
3/4"	\$209	\$170.07	\$137	\$516
1"	\$293	\$168.59	\$137	\$598
1 1/2"	\$884	\$127.35	\$137	\$1,148
2"	\$1,214	\$153.80	\$137	\$1,505
3" Compound	\$2,409	\$127.35	\$50	\$2,586
3" Turbine	\$1,682	\$127.35	\$50	\$1,859
4" Compound	\$4,151	\$127.35	\$50	\$4,328
4" Turbine	\$3,231	\$127.35	\$50	\$3,408
6" Compound	\$7,137	\$127.35	\$50	\$7,314
6" Turbine	\$5,780	\$127.35	\$50	\$5,957
6" Fireline	\$13,032	\$127.35	\$50	\$13,209
8" Compound	\$11,515	\$127.35	\$50	\$11,692
8" Turbine	\$9,788	\$127.35	\$50	\$9,965
8" Fireline	\$20,652	\$127.35	\$50	\$20,829
10" Fireline	\$27,851	\$127.35	\$50	\$28,028
<u>Other Components</u>		<u>2026 Price</u>		
5/8" Meter Horn		\$61.87		
3/4" Meter Horn		\$72.72		
Curb Box - Metal		\$107.87		

Allentown Division - Water System - Water Connection Fees

Water Taps 3/4 inch - 2 inch

	<u>Corporation</u>	<u>Tail Piece</u>	<u>Saddle Clamp</u>	<u>Employee Wages</u>	<u>Equipment</u>	<u>2026 Rate</u>
Size 3/4 "	\$35	\$28	\$0	\$380	\$85	\$527
Size 1 "	\$52	\$40	\$0	\$380	\$85	\$556
Size 1 1/2"	\$158	\$106	\$64	\$380	\$85	\$793
Size 2 "	\$270	\$170	\$64	\$380	\$85	\$968

Water Sleeve and Valve Connectors

	<u>Valve</u>	<u>Casing</u>	<u>Tapping Fitting</u>	<u>Employee Wages</u>	<u>Equipment</u>	<u>2026 Rate</u>
Size 4"x 4"	\$736	\$128	\$1,031	\$1,122	\$286	\$3,303
Size 6"x 4"	\$736	\$128	\$1,227	\$1,122	\$286	\$3,499
Size 6" x 6"	\$940	\$128	\$1,227	\$1,122	\$286	\$3,702
Size 8"x 4"	\$736	\$128	\$1,507	\$1,122	\$286	\$3,779
Size 8"x 6"	\$940	\$128	\$1,630	\$1,122	\$286	\$4,106
Size 8"x 8"	\$1,496	\$128	\$1,630	\$1,122	\$286	\$4,661
Size 12"x 4"	\$736	\$128	\$2,980	\$1,122	\$286	\$5,252
Size 12"x 6"	\$940	\$128	\$2,980	\$1,122	\$286	\$5,455
Size 12"x 8"	\$1,496	\$128	\$3,166	\$1,122	\$286	\$6,197
Size 12"x 12"	\$2,951	\$128	\$3,764	\$1,122	\$286	\$8,251

AMENDMENT NO. 4
TO
WASTEWATER CAPACITY AND TREATMENT AGREEMENT

This Amendment No. 4 ("Amendment No. 4") entered into as of November __, 2025 to the Wastewater Capacity and Treatment Agreement dated as of September 1, 2005 (the "2005 Agreement"), by and between

BOSTON BEER CORPORATION, One Design Center Place, Suite 850, Boston Massachusetts 02210, on its behalf and on behalf of its wholly-owned subsidiary, AMERICAN CRAFT BREWERY LLC (successor in interest to SAMUEL ADAMS PENNSYLVANIA BREWERY COMPANY), 7880 Penn Drive, Breinigsville, Pennsylvania 18031 (together, "Boston Beer" or "BBC"),

and

LEHIGH COUNTY AUTHORITY, P.O. Box 3348, 1053 Spruce Road, Allentown, Pennsylvania 18106-0348 ("LCA").

BACKGROUND

LCA and Diageo North America, Inc. ("Diageo") entered into an agreement dated as of September 1, 2005, (the "2005 Agreement") pursuant to which LCA agreed to provide wastewater capacity and treatment services to the brewery situated in Upper Macungie Township, Lehigh County, Pennsylvania, as more fully identified in the 2005 Agreement (the "Brewery"). The Takeover Date (as that term is defined in the 2005 Agreement) on which the LCA took control of the pretreatment plant ("LCA PTP") from Lehigh County (the "County") was May 15, 2006. On September 1, 2010, LCA acquired ownership of the LCA PTP from the County.

In connection with Boston Beer's acquisition of the Brewery from Diageo, Diageo and Boston Beer entered into an Assignment and Assumption Agreement on May 29, 2008, effective June 2, 2008 (the "Assignment") pursuant to which Diageo assigned and Boston Beer assumed the rights and obligations of Diageo under the 2005 Agreement. The initial term of the 2005 Agreement was set to expire five years from the Takeover Date.

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By letter agreement dated February 24, 2011, Boston Beer temporarily released 200,000 gallons per day of its wastewater allocation under the 2005 Agreement for use in LCA's Western Lehigh Wastewater Service Area to meet the needs of a potential new industrial user (the "Allocation Release Letter Agreement").

In October 2011, Boston Beer and LCA entered into Amendment No. 1 ("Amendment No. 1") to the 2005 Agreement to extend the term of the 2005 Agreement through the last day of February 2016 as well as to make certain other changes to the 2005 Agreement.

On January 1, 2014, Samuel Adams Pennsylvania Brewery Company was merged with and into American Craft Brewery, LLC ("ACB"), a Massachusetts limited liability company whose sole member is Boston Beer Corporation. As a result, ACB has assumed all of the rights and obligations of Samuel Adams Pennsylvania Brewery Company.

On February 6, 2015, Boston Beer notified LCA of Boston Beer's intent to renew the Agreement for another term of five (5) years.

On February 17th, 2016, Boston Beer and LCA entered into Amendment No. 2 ("Amendment No. 2") to the 2005 Agreement.

Amendment No. 2 replaced Amendment No. 1 in its entirety and set forth the terms and conditions of the second extended term of the 2005 Agreement.

On February 4, 2020, Boston Beer notified LCA of Boston Beer's intent to renew the Agreement for another term of five (5) years.

On January 4, 2021, Boston Beer entered into Amendment 3 ("Amendment No. 3") to the 2005 Agreement to set forth the terms and conditions of the third extended term of the 2005 Agreement.

On December 30, 2024, Boston Beer confirmed by letter its earlier verbal notification to LCA of Boston Beer's intent to construct a pretreatment facility at the Brewery ("Brewery PTP").

Boston Beer currently anticipates that it will complete construction and initiate start-up of the Brewery PTP ("Start-up") in the summer of 2027 and undertake up to a 6-month review thereafter to make any adjustments to Brewery PTP operations and

infrastructure necessary to confirm that the Brewery PTP is operating properly ("Proving Period").

The parties recognize that notwithstanding BBC's efforts, construction obstacles and other factors may delay Start-up of the Brewery PTP, thereby requiring BBC to continue to use the LCA PTP longer than BBC's schedule currently predicts.

As part of its mission of facilitating the economic development of Lehigh County by, among other things, offering industrial wastewater pretreatment services to industrial dischargers, LCA will assist BBC in its transition to use of the Brewery PTP by continuing to pretreat BBC's waste through conclusion of the Proving Period as more fully specified in paragraph 2 hereinbelow.

The parties do not anticipate that any major capital expenditure other than for those critical improvements referenced in paragraph 4 hereinbelow will be necessary for the LCA PTP to continue to pretreat BBC's waste through conclusion of the Proving Period.

This Amendment No. 4 is intended to provide for Boston Beer's continued use of the LCA PTP during construction, Start-up of, and a Proving Period for the Brewery PTP, and for use of the LCA PTP on an as-needed basis thereafter for as long as the existing LCA PTP remains in operation. The 2005 Agreement, as amended by Amendments 2,3, and hereby, is hereinafter referred to as the "Agreement". All defined terms shall have the meaning set forth in the Agreement, unless modified by this Amendment No. 4.

NOW, THEREFORE, the parties hereto, for and in consideration of the mutual promises herein made and intending to be legally bound hereby, do covenant and agree as follows:

1. Incorporation of Preamble. The background set forth above is incorporated herein to express the intention of the parties.
2. Term.
 - a. The Third Extended Term as set forth in Amendment No. 3 will expire on December 31, 2025. In accordance with § 4 of the 2005 Agreement and § 2 of Amendment No. 2, the term of the 2005 Agreement shall be extended for a fourth extended term, provided however that the extension shall commence on January 1, 2026 (the "Effective Date") and expire on December 31, 2027 or on

such earlier date as BBC may specify with 60 (sixty) days prior notice to LCA (the "Fourth Extended Term").

- b. Following expiration of the Fourth Extended Term, if BBC has not concluded a Proving Period for the Brewery PTP to its satisfaction, at BBC's option, it may elect to extend the Agreement for a Proving Period of up to six months to confirm that the Brewery PTP is operating properly and is capable of adequately and consistently pretreating BBC's waste in compliance with any discharge permit requirements issued by LCA. The Proving Period shall commence upon expiration of the Fourth Extended Term, and conclude on a date specified by BBC which date shall be no later than June 30, 2028. BBC may exercise this option by providing notice to LCA a minimum of 90(ninety) days prior to the expiration of the Fourth Extended Term specifying the ending date of the Proving Period extension. During the Proving Period extension, BBC shall have the right to discharge its pretreated or untreated waste to the LCA PTP. LCA shall charge BBC for untreated waste at the rate established for the most recent year of the Fourth Extended Term. LCA will have the right to recover costs associated with BBC's pre-treated waste as determined by good faith negotiations between the parties.

LCA shall continue to operate the LCA PTP through the conclusion of the Fourth Extended Term and any Proving Period. Any further extensions which BBC may seek will be subject to LCA's decision on whether to continue LCA PTP operations.

3. Infrastructure Improvements. LCA agrees to construct and make available to BBC no later than the expiration of the final renewal term specified in § 2 above and any Proving Period infrastructure improvements enabling BBC's pretreated waste to bypass the LCA PTP. If after the conclusion of the final renewal term and any Proving Period, BBC desires to maintain the option to discharge wastewater to the LCA PTP during periods when the Brewery PTP is out of service or on other occasions, the parties agree to enter into good faith negotiations to explore the technical options for LCA's continued treatment of BBC waste at the LCA PTP and, if an acceptable option is available to do so, agree upon the terms of BBC's use of the LCA PTP at cost-of-service rates. This provision shall survive the termination or expiration of the Agreement.

4. LCA PTP Critical Improvements. On or about November 20, 2024, LCA secured a loan of \$6,602,732.52(USD) to fund certain capital improvements that it deemed critical and necessary for the continued operation of LCA's existing PTP, as more fully described in Exhibit A, hereto (the "Critical Improvements"). Pursuant to § 8, ¶4, of the 2005 Agreement, LCA included coverage in BBC's 2025 rates for annual debt service of \$600,000(USD). Pursuant to § 8, ¶ 6, of the 2005 Agreement, BBC is not obligated to participate in any payment related to the Critical Improvements, or other capital expenditures, above its pro-rata share based on its relative usage of LCA's existing PTP. BBC shall have no responsibility for debt service or loan repayment other than the coverage as specified in this paragraph 4 that is included in BBC's 2025 rates and the coverage to be included in BBC's rates for 2026, 2027 and any Proving Period extended into 2028.
5. Capital Expenditures. Commencing as of the Effective Date of this Amendment No. 4, other than as to the Critical Improvements, LCA shall obtain BBC's advance approval for any capital expenditure for which LCA may or will charge BBC in whole or in part any manner, which approval shall not be unreasonably withheld.
6. Agreement Remains in Effect. Except for the changes enumerated above, all other terms and conditions of the 2005 Agreement, as amended by Amendments Nos. 2 and 3, and the Allocation Release Letter, shall remain in full force and effect.

7. Counterparts. This Amendment No. 4 may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. An electronic or email .PDF signature of any party hereto shall be deemed an original.

IN WITNESS WHEREOF, and with full power and authority so to do, the undersigned have executed this document on behalf of the parties hereto, as of the day and year set forth on the attached acknowledgments.

ATTEST:

BOSTON BEER CORPORATION

Tara L. Heath
Vice President, Legal

By _____
Chief Executive Officer

ATTEST:

LEHIGH COUNTY AUTHORITY

Solicitor

By _____
Liesel M. Gross
Chief Executive Officer

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COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

On this _____ day of _____, 2025, before me, a Notary Public in and for the Commonwealth of Massachusetts, the undersigned officer, personally appeared _____, who acknowledged himself to be the Chief Executive Officer of Boston Beer Corporation, a Massachusetts corporation, and that he as such official, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by himself as such official.

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

Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF LEHIGH)

On this _____ day of _____, 2025, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer, personally appeared **Liesel M. Gross**, who acknowledged herself to be the Chief Executive Officer of Lehigh County Authority, a Pennsylvania municipal authority, and that she as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation by herself as such Chief Executive Officer.

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

Notary Public

FINAL DRAFT 12/1/2025

EXHIBIT A

LEHIGH COUNTY AUTHORITY – MEMORANDUM

Date: January 28, 2025

To: Boston Beer Co.
From: Liesel Gross, CEO, Charles Volk, P.E., Chief Capital Works Officer
Subject: Pretreatment Plant Near-Term Facility Upgrades

NEAR TERM UPGRADE PROJECT BACKGROUND:

The Lehigh County Authority (LCA) Pretreatment Plant (PTP) was placed online in 1990. The facility was originally constructed and operated by the County of Lehigh until being transferred to LCA in 2009. In April 2023, Jacobs (plant operator) completed a Master Plan for the PTP to comprehensively assess the plant's near-term and long-term needs. While minor capital upgrades and routine renewal and replacement repairs are performed annually, no major facility upgrades have been undertaken since the construction of the 3 million-gallon flow equalization basin (FEB) in 2010.

As part of the Regional Act 537 Sewage Facilities Plan being developed for the Kline's Island Sewer System, the PTP has been evaluated for upgrades that will be needed to address future industrial growth in the service area. The long-term upgrades to be included in the Act 537 Plan will be developed to ensure the PTP can effectively treat flows and loads generated by current and future industrial users.

Projects driven by the Act 537 Plan are several years from design scoping. In the meantime, some of the PTP's critical assets are at a high risk of failure (due to being at end of service life) and require replacement or rehabilitation in order to maintain plant performance. The Kline's Island Wastewater Treatment Plant (KIWWTP) cannot treat the full-strength loads from all the industries that are tributary to the PTP, therefore, failure of these critical assets at PTP could have a crippling effect on permit compliance at KIWWTP.

In May 2024 the LCA Board approved a Professional Service Agreement for AECOM to provide Final Design and Bid Phase services for near-term upgrades at the PTP to address the high-risk critical assets, and extend the service life of these major process areas. The design scope included Secondary Clarifier Rehabilitation, High Purity Oxygen ("Cryo") Upgrades, Aeration Deck Upgrades, and Influent and Effluent Flow Metering Improvements. These upgrades are discussed in greater detail in this memo.

PROJECT SCOPE:

The scope of work, construction cost estimate and service life evaluation for the major upgrade components is summarized as follows:

Secondary Clarifier Rehabilitation: This process upgrade involves replacement of mechanical equipment – rotating circular sludge collection mechanism and center pier, sludge collection box, drive platform and deck plates, main drive and associated drive hardware, spray system, access bridge, internal piping, and associated demolition.

This upgrade package was bid in advance of other critical plant projects due to long mechanical equipment lead time, as quoted by the manufacturer. The construction cost of the work based on the contract is \$1,680,000. The contractor will mobilize in early fall this year and the work will be completed for both tanks by spring 2026.

Regarding service life and future plant needs, the upgrade work will extend the service life of the final clarifiers by a minimum of 10 to 15 years, and there is a fair probability that final clarification will continue to be required in a future major plant process conversion, unless an agreement is executed with the City of Allentown to allow for a major load shift of effluent solids from the PTP downstream to KIWWTP (greater than 250mg/l BOD/250mg/l TSS). There is no formal commitment or agreement with the city at this time regarding a potential load shift.

High Purity Oxygen (“Cryo”) Upgrades: This plant process, which was constructed by Air Products, is critical to maintain biological treatment in the aeration decks. The technology is outdated, and the only continuing support provided by Air Products is selling LCA costly liquid oxygen (“lox”) for periods when the Cryo plant is off-line for maintenance and equipment failures/malfunctions. The 5-year cycle of Cryo plant major maintenance “turnarounds”, as required in LCA’s contract with the plant operator (Jacobs), has not kept up with the pace of equipment replacement needs, and a larger Cryo rehabilitation project is required to extend the service life of the oxygen plant by approximate five years.

The Cryo plant upgrades consist of Cold Box repairs, which is where ambient air at high pressure and super low temperature is converted to pure oxygen. This includes a lengthy downtime of the plant to thaw out the area, remove exterior panels to access box interior, remove saturated rock wool insulation, replace and refurbish interior mechanical equipment, install new rock wool, replace exterior panels, and bring the plant back up. Also included in the Cryo upgrades are: PLC controller upgrades to replace outdated controllers and data indicators (spare parts no longer available), switch valve rebuilds, instrumentation calibration, compressor control system upgrade to enable two-compressor operation during hot weather periods, expander skid repairs, and related testing, tuning and startup.

The contract for this upgrade package was executed in late 2024 with a specialty contractor that exclusively performs cryo plant rehabilitation nationwide and has completed several cryo plant turnarounds at the PTP within the last 15 years. The contact amount is \$1,830,000 and the anticipated cost for purchase of lox during the cryo plant downtime is \$840,000 (assuming 3 months cryo process downtime). Total project cost of the cryo upgrade is therefore \$2,670,000. The contractor will mobilize in early spring this year and the rehabilitation work will be completed by mid-summer.

Regarding service life and future plant needs, the upgrade work will extend the service life of the aging cryo plant by roughly 5 years. This process will not be utilized in any future plant-wide upgrade alternative currently under consideration.

Aeration Deck (Bioreactor) Upgrades: The aeration deck consists of six parallel one-million-gallon tanks which is where the biologic process occurs to nitrify the mixed liquor and reduce the organic strength of the high BOD wastewater. These tanks are covered and therefore not easily accessible and have not been cleaned since the PTP was placed into service. The project involves the sequential cleaning of all six tanks, select mixer repairs and select gearbox replacements. The project also includes rehabilitation of the degraded 30-inch return activated sludge (“RAS”) line that runs from the final clarifier pump station along the top of the air decks to the head end of the aeration tanks. This pipe, which returns activated sludge from the final clarifiers to the influent splitter box at the air deck, has numerous signs of serious corrosion and perforations and is structurally compromised. Rehabilitation of the RAS line will involve replacement of the exposed section of pipe.

This upgrade package will be bid in spring 2025. The construction cost of the work is estimated to be \$720,000. The work is anticipated to be completed by the end of 2025.

Regarding service life and future plant needs, the upgrade work at the aeration decks and RAS line will extend the service life of the equipment by roughly 5 years. This process is unlikely to be utilized in its current configuration in any future plant-wide upgrade alternative currently under consideration.

Miscellaneous Rehabilitation and Repairs: The work includes installation of influent flow meters on the influent pump station force mains (4 each), effluent Parshall flume instrumentation calibration and SCADA improvements to improve peak effluent flow measuring and recording, and HVAC improvements in the gravity thickening and sludge dewatering buildings.

This upgrade package will be bid in summer 2025. The construction cost of the work is estimated to be \$150,000. The work is anticipated to be completed by the end of 2025.

Regarding service life and future plant needs, the miscellaneous upgrade component will extend the service life of the equipment by roughly 10 to 15 years. This equipment is likely to be utilized in a future plant-wide upgrade alternative.

**LEHIGH COUNTY AUTHORITY and
SOUTH WHITEHALL TOWNSHIP
EMERGENCY INTERCONNECTION AGREEMENT
Bortz Property (Cetronia Road & Schantz Road)**

THIS AGREEMENT, made as of the ____ day of _____, 2025 (“Effective Date”).

LEHIGH COUNTY AUTHORITY, a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act with offices located at 1053 Spruce Road, Wescosville, Lehigh County, Pennsylvania (hereinafter referred to as “LCA”), party of the first part,

AND

TOWNSHIP OF SOUTH WHITEHALL, a municipal corporation and Township of the First Class, with offices located at 4444 Walbert Avenue, Allentown, Lehigh County, Pennsylvania (hereinafter referred to as “Township”), party of the second part.

WITNESSETH:

WHEREAS, LCA and the Township each operate a system to provide water to the public in adjoining areas of Lehigh County and withdraw their water supply from a common aquifer; and

WHEREAS, both systems operate at approximately the same working pressure; and

WHEREAS, an interconnection between the two systems permits either system to assist the other during an emergency; and

WHEREAS, on or about June 6, 2018, as a result of the development of the Bortz property (“Bortz Development”) (Tax Parcel #547672621473–Upper Macungie Township, #547682181388–South Whitehall Township) located at the northeast corner of Cetronia Road and Schantz Road by KRE–South Whitehall, LP n/k/a KRE PA 2 LP (“Developer”), LCA and Township entered into an Emergency Interconnection Agreement (the “2018 Interconnection Agreement”), which provided an additional interconnection between the systems (“Bortz Interconnector”); and

WHEREAS, under the 2018 Interconnection Agreement, Township owns the meter pit as well as the main extending in the easterly direction from the meter pit to the Township and the main extending in the direction on the LCA side of the meter pit as depicted in Exhibit “A”; and

WHEREAS, LCA and Township have determined that it is in each party’s best interest to modernize the interconnection pursuant to a project which would add motor operated valves (MOVs), automatic flushing units, SCADA systems, and incidental items to control the water

flow through the Bortz Interconnector and allow for remote operation of the emergency interconnection (“Project”); and

WHEREAS, the parties have determined that the 2018 Interconnection Agreement should be updated and revised, including but not limited to certain adjustments in ownership of the mains extending to the meter pit and to allow for the construction of the Project; and; and

WHEREAS, it has been determined that it is in LCA and Township’s best interest to enter into a new agreement (the “2025 Interconnection Agreement” or “Agreement”).

Now THEREFORE, the parties hereto in consideration of the promises and mutual covenants herein contained and intending to be legally bound, agree as follows:

1. The meter pit shown in Exhibits A-1 and A-2 contain two meters to register flow from the Township to LCA and flow from LCA to the Township. After review, approval and finalization by the parties, emergency connection meter pit detail will be prepared and attached in a supplement to this Agreement at such time as the parties have finalized that document which will be attached as Exhibit B-1. There will be two 10-inch gate interconnector valves outside of the meter pit on each supply line. Pursuant to the Project, two motor operated valves (“MOV’s”) will be installed in the meter pit and two automatic flushing units will be installed outside of the meter pit to allow for remote operation. Additionally, an electrical service in the name of the Township will be installed in the pit. The electrical costs shall be shared between the Township and LCA. The MOV’s will be closed under normal operating conditions. The four manual gate valves outside of the pit will remain, in the open position, for isolation purposes.

2. The Township shall continue to own the main on the eastern side of the meter pit (“Township Main”). LCA, after ownership has been transferred to it from the Township, shall own the main on the western side of the meter pit (“LCA Main”). The Township shall take all necessary steps to transfer ownership of the LCA Main over to LCA. Operation, maintenance and repair responsibility within the Bortz Development will be by the respective party for the water mains it owns. Legal ownership of the meter pit as defined by the deed of dedication of the meter pit and its easement to the Township shall be held by the Township, therefore responsibility for the meter pit shall be with the Township, which shall include meter calibrations. Meters shall be tested annually with certification provided to both parties. Any costs incurred in the care of the pit, which shall include meter calibrations, shall be divided equally between LCA and the Township. Despite the Township owning the pit, LCA shall have all necessary access rights to construct the Project and any additional projects agreed upon in writing by the parties. LCA shall also have access to read its meter and provide maintenance provided advance written notice is given to the Township prior to accessing the meter pit. Notice provided via email to the Township Manager and the Township Director of Operations shall be deemed sufficient. The Township shall provide and install a lock on the meter pit, although LCA shall be provided with a key. The Township and LCA shall share the costs for design and construction of the Project. Township shall reimburse LCA for half of the costs provided

satisfactory evidence of the cost is provided to the Township.

3. The Township shall be responsible for any necessary permit renewals including with the Pennsylvania Department of Environmental Protection (“DEP”). The permit for the Bortz Interconnector as an emergency interconnect does not currently expire.

4. The parties agree to assist each other by permitting the transfer of water between the systems for any short-term emergency, which shall be limited in duration to ten (10) days, subject to the ability of the assisting party to do so without total loss of service to its own customers. In the event that usage restrictions are required in order to permit both systems to enjoy service or to comply with regulatory requirements such as drought restrictions, such restrictions shall be equally applied by LCA and the Township. A longer-term emergency shall require the written approval of LCA and the Township.

5. The parties agree to establish a protocol between them for notification and operation of the interconnection but in no event shall any party allow water to flow through the Bortz Interconnector without providing advance written notice to the Township Manager, the Township Director of Operations, and LCA’s Deputy Director of Field Services. The parties will make every effort to give as much advance notice as possible. Each party agrees to use its “best efforts” to assist and cooperate with the other party and shall comply with generally accepted standards and procedures for the operation of public water systems.

6. The cost of water provided pursuant to this Agreement shall be determined by multiplying the quantity of water transferred, as determined by meter readings, by the higher of LCA’s or the Township’s lowest priced rate.

7. This Agreement shall become effective after all parties have approved and executed it.

8. Upon the Effective Date, the 2018 Interconnection Agreement is hereby terminated and declared null and void.

9. This Agreement shall be effective for a period of ten (10) years from the Effective Date, which initial term shall renew automatically for successive ten (10) year periods unless and until terminated by either party or amended by the written consent of all parties.

10. The terms of this Agreement may be amended only by written agreement of the parties.

11. If any provision hereof shall be held to be invalid, such invalidity shall not affect any other provision hereof, and the remaining provisions hereof shall be construed and enforced as if such invalid provision had not been contained herein. The laws of the Commonwealth of Pennsylvania shall govern the interpretation hereof.

12. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterpart shall constitute one and the same instrument. Each party agrees that this Agreement may be electronically signed

and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterpart shall constitute one and the same instrument. Each party agrees that this Agreement may be electronically signed and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and attested by its proper officers, pursuant to proper action of its governing body, all as of the day and year first above written.

ATTEST:

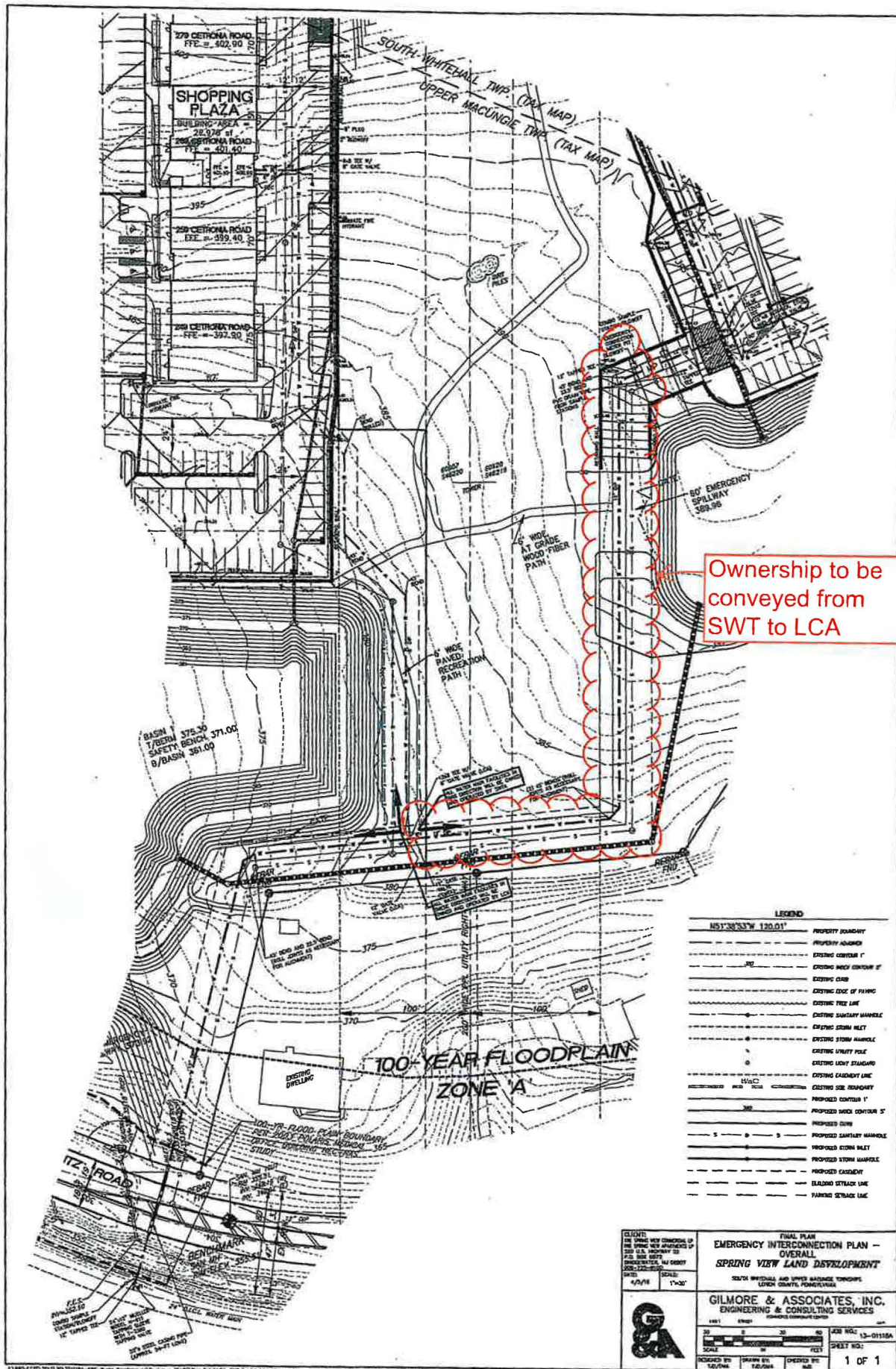
LEHIGH COUNTY AUTHORITY

ATTEST:

SOUTH WHITEHALL TOWNSHIP

Tricia Dickert
Secretary

Thomas R. Petrucci
Township Manager



LEGEND

---	PROPERTY BOUNDARY
---	PROPERTY ADJACENT
---	EXISTING CONTOUR 1'
---	EXISTING MOIST CONTOUR 1'
---	EXISTING CHAIN
---	EXISTING EDGE OF PAVING
---	EXISTING FENCE LINE
---	EXISTING SANITARY MAINLINE
---	EXISTING STORM MAINLINE
---	EXISTING UTILITY POLE
---	EXISTING LIGHT STANDARD
---	EXISTING CASHEMITY LINE
---	EXISTING SIDE BOUNDARY
---	PROPOSED CONTOUR 1'
---	PROPOSED MOIST CONTOUR 1'
---	PROPOSED CHAIN
---	PROPOSED SANITARY MAINLINE
---	PROPOSED STORM MAINLINE
---	PROPOSED STORM MAINLINE
---	PROPOSED CASHEMITY
---	BLAZING SETBACK LINE
---	PARKING SETBACK LINE

<p>CLIENT: THE SPRING VIEW DEVELOPMENT OF THE SPRING VIEW ASSOCIATES OF P.O. BOX 1000, SPRING VIEW, OHIO 44071</p> <p>DATE: 10/18/11</p>		<p>FINAL PLAN EMERGENCY INTERCONNECTION PLAN - OVERALL SPRING VIEW LAND DEVELOPMENT</p> <p>SOUTH WHITEHALL AND UPPER MACUNGIE TOWNSHIPS LOVER COUNTY, PENNSYLVANIA</p>	
<p>GILMORE & ASSOCIATES, INC. ENGINEERING & CONSULTING SERVICES</p> <p>SCALE: 1"=30'</p>		<p>SHEET NO. 13-01115A 1 OF 1</p>	

Exhibit A-1

REVISED 10/22/15

20160404 LCA Exhibit.dwg Layout: 02-Valve Plan Plotted By: dahn, on Tue Apr 05, 2016 at 9:42am

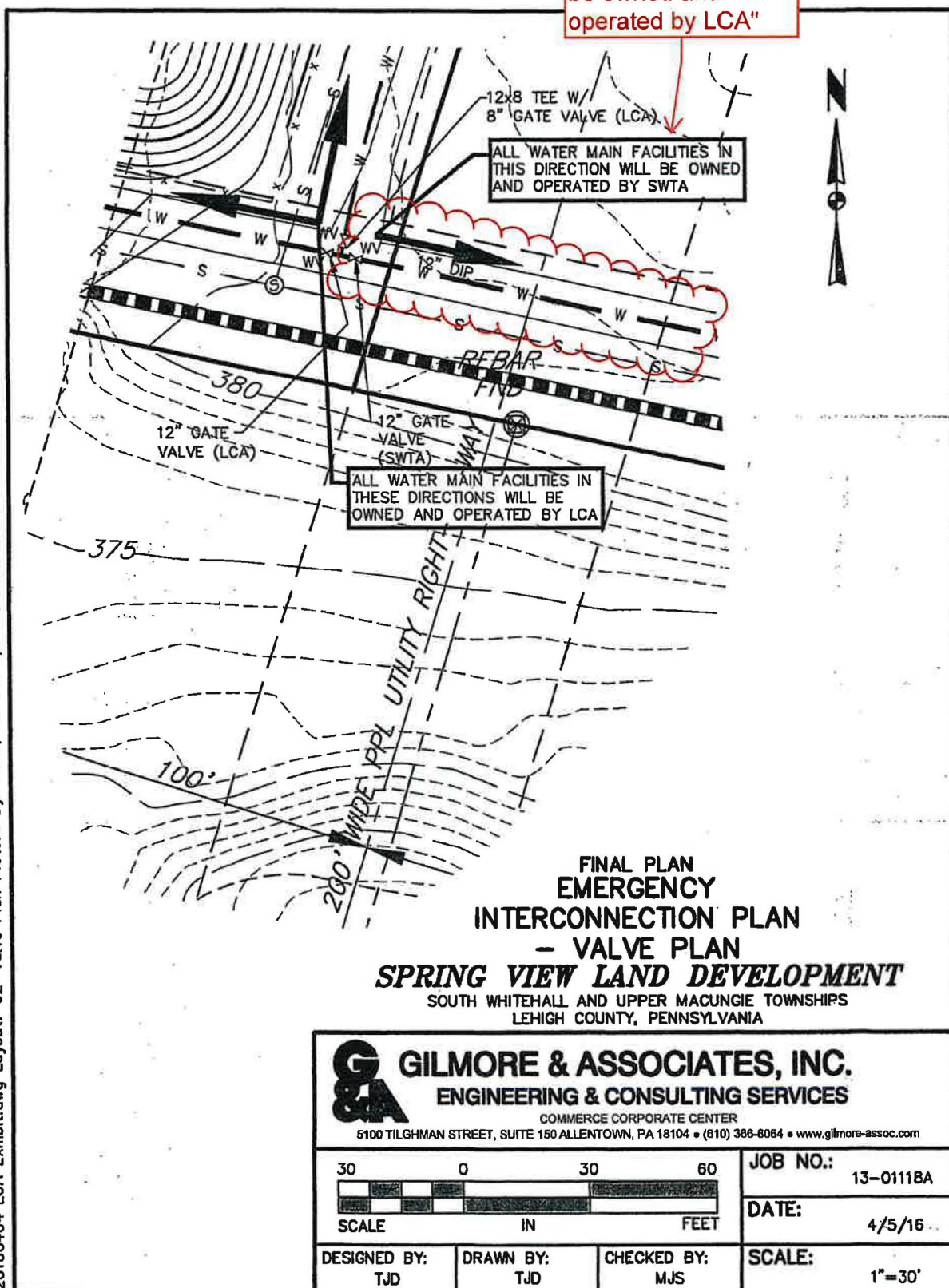


Exhibit A-2

REVISED 10/22/25

MEMORANDUM

Date: December 8, 2025

To: Lehigh County Authority Board of Directors
From: Amy B. Rohrbach, Project Manager
Subject: Allentown Division – Water Filtration Plant Fluoride System Upgrades – Construction Phase

MOTIONS / APPROVALS REQUESTED:

No.	Item	Amount
1	Capital Project Authorization – Water Filtration Plant Fluoride System Upgrade – Construction Phase	\$1,093,333
2 ⁽¹⁾	General Construction Contract – Blooming Glen Contractors, Inc.	\$620,944
3 ⁽¹⁾	Electrical Construction Contract – Blooming Glen Contractors, Inc.	\$152,497
4 ⁽¹⁾	HVAC Construction Contract – Master Mechanical, Inc.	\$174,892
5 ⁽¹⁾	Professional Services Authorization – Construction Phase Services – Verdantas	\$80,000

(1) Included in the Capital Project Authorization

PROJECT OVERVIEW

The purpose of this project is to upgrade the existing fluoride chemical feed system at the Water Filtration Plant (WFP) in the City of Allentown. The existing system is past its useful life and in need of replacement. The new system will include the following:

- new 4,050-gallon bulk storage tank
- new 230-gallon day tank with automated filling to reduce operator exposure
- upgrades to the HVAC system to provide proper ventilation
- structural modifications to allow for installation of a roof hatch for access to the tank and equipment
- relocation of rooftop mounted equipment to allow for the hatch installation
- installation of new feed pumps
- new safety shower/eye wash
- electrical improvements
- all necessary ancillary items to complete the upgrade

The construction will be challenging as the location of the work is not easily accessible and will require multiple crane lifts to bring in the large equipment and tanks.

The construction contract for this project will also involve phasing the work to allow for multiple shutdowns of the existing fluoride system. Approval has been granted from the City of Allentown to temporarily suspend the dosing of fluoride for up to sixty (60) calendar days at a time over two

separate shutdown periods. This will allow the contractor to phase portions of the work to allow for the improvements to be completed within the shutdown window allotted by the City.

FINANCIAL

The project will be funded by the Allentown Division in the WFP Annual Improvements capital budget category.

THIS APPROVAL – CONSTRUCTION PHASE

BIDDING SUMMARY

The project was advertised for bid on October 8, 2025 and a pre-bid meeting was held on October 17, 2025. Bids were received and publicly opened via PennBid on November 6, 2025. The bid results are as follows:

General Construction Contract	
Bidder	Base Bid
Blooming Glen Contractors, In.	\$620,944
Jones Masonry Restoration	\$849,000
LB Industries, Inc.	\$853,247
Electrical Construction Contract	
Bidder	Base Bid
Blooming Glen Contractors, Inc.	\$152,497
Orlando Diefenderfer Electrical Contractors	\$254,100
HVAC Construction Contract	
Bidder	Base Bid
Master Mechanical, Inc.	\$174,892
TOTAL CONSTRUCTION	\$948,333

LCA's design consultant on this project, Verdantas, and LCA staff have reviewed the references and qualifications, and experience statements provided by Blooming Glen Contractors, Inc. and Master Mechanical, Inc. and have determined that they are qualified to complete this project. Both Verdantas and LCA have had extensive prior experience with both contractors on past projects with positive results. Based on the above, LCA staff recommends the award of both General Construction and Electrical Construction contracts to the lowest bidder, Blooming Glen Contractors, Inc., and award of an HVAC Construction contract to the lowest bidder, Master Mechanical, Inc., subject to the receipt of the necessary Performance & Payment Bonds, Insurance and other required documentation.

PROFESSIONAL SERVICES

Construction Administration Services

Verdantas has been LCA's design consultant on this project and will provide construction administration services for the construction phase of the project. Their work will include:

Professional Services	
1.	Facilitate completion of agreement and contract elements
2.	Prepare for, attend, and facilitate pre-construction conference
3.	Prepare a conformed drawing set.
4.	Review all contractor submittals.
5.	Review all contractor RFIs
6.	Review and approve contractor pay applications.
7.	Schedule and conduct monthly progress meetings.
8.	Conduct weekly site visits during active construction.
9.	Conduct site visits during critical component installation.
10.	Attend equipment startup.
11.	Perform Substantial completion inspection and develop a punch list.
12.	Prepare record drawings
13.	Coordinate closeout documents.

PROJECT SCHEDULE

Assuming approval of construction phase at the December 8, 2025 Board meeting, contracts will be executed and a notice to proceed is anticipated in early February, with substantial completion anticipate at the end of 2026.

FUTURE AUTHORIZATIONS

None.



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610-398-2503 * email: service@lehighcountyauthority.org
www.lehighcountyauthority.org

REQUEST FOR BOARD AUTHORIZATION

Board of Directors Meeting Date: 12/8/25
Staff Member Requesting Authorization: Amy Rohrbach
Department: Capital Works
Short Description / Title of Project / Purchase: WFP Fluoride System Upgrades – Construction
Project Number (if applicable): Munis Project # 50595

Capital Expense: (check all that apply)

- ☒ Capital Project >\$250,000
☒ Construction / Other Contract(s)
☒ Professional Services Authorization
☐ Initial Authorization
☐ Amended Authorization
☐ Professional Services Authorization >\$100,000
☐ Equipment Purchase >\$250,000
☐ Upsizing / Extension >\$250,000
☐ Aggregate Change Order >10% of contract and >\$100,000
☐ Stand-Alone Change Order >\$50,000

Operations Expense:

- ☐ Construction / Other Contract >\$250,000
☐ Professional Services Authorization >\$100,000
☐ Equipment / Other Individual Item >\$250,000
☐ Emergency Authorization >\$50,000
☐ Aggregate Change Order >10% of contract and >\$100,000
☐ Stand-Alone Change Order >\$50,000

LCA Enterprise Fund: ☒ Allentown Division ☐ Suburban Water ☐ Suburban Wastewater ☐ Internal Service / Admin

Current Project Phase: ☐ N/A (skip to Description) ☐ Planning ☐ Conceptual Design ☐ Design / Bid ☒ Construction

Prior Authorization(s):

Date	Phase	Description	Amount Authorized
7/31/23	Design	Conceptual Design PSA – D’Huy Engineering	\$17,700
4/2/24	Design	Conceptual Design PSA Amendment 1 – D’Huy Engineering	\$5,500
8/26/24	Design/Bid	Capital Project Authorization – Design/Bid Phase	\$96,769
9/15/25	Design/Bid	Design/Bid Phase PSA Amendment 1 – Verdantas	\$11,000
Total Prior Authorizations:			\$130,969

Current Authorization Requested:

Description	Amount Requested
General Construction – Blooming Glen Contractors, Inc.	\$620,944
Electrical Construction – Blooming Glen Contractors, Inc.	\$152,497
HVAC Construction – Master Mechanical, Inc.	\$174,892
Construction Administration Services – Verdantas	\$80,000
Contingency	\$50,000
Staff	\$15,000
Total Amount Requested (this authorization):	\$1,093,333

Future Authorizations:

Phase	Note / Description	Estimated Cost
	None Anticipated	\$
Estimated Total Project Cost:		\$1,224,302

Short Description: (please attach supporting documentation, cost justification, trade-in values, proposals, memos, etc.)

This project is to upgrade the existing fluoride chemical feed system at the Water Filtration Plant. The existing system is past its useful life and in need of replacement. The new system is proposed to have automated filling of the day tank to reduce operator exposure, upgrades to the HVAC system to provide proper ventilation, installation of a roof hatch for access to the tank, installation of new feed pumps, new safety shower/eye wash, electrical improvements, and all necessary ancillary items to complete the upgrade

Purchasing Procedure: ☒ Formal Bid ☒ Request for Proposal ☐ Cooperative Purchasing Group / CoStars ☐ N/A - Emergency

Motion: _____ **Second:** _____ **Approved?** _____ **Certified by:** _____

November 10, 2025

Amy Rohrbach
Lehigh County Authority
1053 Spruce Road
Allentown, PA 18106

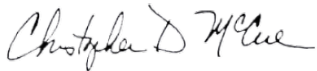
**Fluoride Facilities Upgrade
Proposal for Construction Administration and Inspection Services**

Verdantas is pleased to provide you with this proposal to perform construction administration and inspection services for the Fluoride Facilities Upgrade project. Our proposed fee is noted below and is based on a not to exceed time and materials basis. A copy of the scope items is attached to this proposal.

Time and Material fees are as follows:

Construction Administration and Inspection Services.....\$80,000

Please let us know if you have any questions.



Christopher McCue, P.E.
Water Market Sector Leader

cc: David Wieller, Verdantas

Scope of Work:

1. Schedule and conduct a pre-construction conference to review required work items, submittals, contractors' schedule, processing payment applications, maintaining records and to address other project-related issues. Prepare minutes of the pre-construction conference and post to Procore. There will be one (1) pre-construction conference with representatives for all three (3) Contracts attending.
2. Develop conformed Contract Documents.
3. Review all contractor submittals to ensure that design objectives and requirements of the Contract Documents are met. Evaluate and provide recommendation to LCA on significant deviations from Contract Documents requested by contractors. Distribute approved shop drawings via Procure.
4. Review RFIs. Provide interpretation and clarifications of the Contract Documents and in connection therewith, prepare work directives and change orders for issuance to contractors via Procure.
5. Review and approve contractor's applications for payment based on the approved schedule of values and field observations. This will be done via email.
6. Schedule and conduct monthly progress meetings. It is assumed that there will be four (4) virtual meetings and six (6) in-person meetings held at the project site. Prepare minutes of the project meetings and distribute via Procore. Each progress meeting will have a representative for all three (3) Contracts.
7. Conduct weekly site visits during active construction (4 hours per week) and generate observation reports. Assuming an active construction period of 4 months, 64 hours are designated to this task. All field reports should be uploaded to Procore via the Daily Log tool using Notes.
8. Conduct site visits during critical components (e.g. roof hatch installation and associated structure modifications, tank demolition and installation, fluoride feed system demolition and installation).
9. Attend equipment startup. It is assumed that there will be 2 startups: one for Contract No. 3 and another for Contracts No. 1 and 2.
10. Perform Substantial Completion Inspection and develop punch lists. It is assumed that there will be 2 Substantial Completion Inspections: one for Contract No. 3 and another for Contracts No. 1 and 2. Punchlist shall be generated in Procore.
11. Prepare the complete set of project record drawings after the project's final completion. The record drawings will be prepared from information supplied by the contractors.
12. Coordinate closeout documents.

MEMORANDUM

Date: December 8, 2025

To: LCA Board of Directors
Liesel Gross, CEO

From: Phil DePoe, Senior Planning Engineer

Subject: LCA Western Lehigh Interceptor (WLI) System: Parallel Interceptor Survey (Pre-Design Phase)

MOTIONS / APPROVALS REQUESTED:

No.	Item	Amount
1	Capital Project Authorization: WLI System –Parallel Interceptor Survey, Pre-Design Phase	\$494,000
1A	Professional Services Authorization: WLI System –Parallel Interceptor Survey & Alignment Study - Arcadis	\$464,000*

**Included in the Capital Project Authorization*

AUTHORIZATION OVERVIEW:

As identified in the Kline’s Island Sewer System (KISS) Act 537 Plan, the long-term solution to alleviate existing dry-day capacity limitations in the Western Lehigh Interceptor system is a parallel interceptor. Although this parallel interceptor is not slated for construction until the mid-2030s, Lower Macungie Township has expressed a desire to finalize a proposed walking trail concept along the Little Lehigh Creek, which will be co-located with the future parallel interceptor. The survey data from this pre-design phase will provide the basis for the future alignment of the proposed parallel interceptor, which can then be used by the Township for their trail development project.

An initial alignment walk-through was conducted in early 2025 to identify potential routes for parallel interceptor alignments. To move from initial assessment to preliminary planning, an accurate to-scale survey with property lines, easements, and other buried infrastructure needs to be completed. This survey will also support the completion of engineering design and construction once a final alignment is selected.

FINANCIAL:

Work associated with this proposed survey was budgeted in the 2026 Western Lehigh Interceptor (WLI) User Charge Report; therefore, the costs are already included in the WLI Signatory rates.

CURRENT STATUS:

The WLI parallel project concept was developed over a period of several years as the KISS Act 537 Plan engineering analysis was completed. Several key authorizations and studies have been completed since 2020 leading to the final WLI parallel project concept, which is now ready to move to pre-design stage:

- Authorization to complete a flow characterization study and create the KISS hydraulic model occurred in 2021, and the hydraulic model calibration was completed in July 2022.
- The Capacity Problem Definition phase of work occurred from July 2022 through September of 2022.
- The Preliminary Screening of Alternatives phase of work occurred from October 2022 through April 2023.
- The Final Alternatives Analysis phase of work occurred from April 2023 through November 2023.

- The Selection of Solution phase of work occurred from December 2023 through October 2024.

THIS APPROVAL – PRE-DESIGN PHASE TASKS:

Lehigh County Authority (LCA) intends to retain the services of an engineering consulting firm to provide these services. These services include, but are not limited to, the following:

Professional Services
1. Survey
2. Alignment Analysis
3. Project Management, Meetings, and Workshops

The proposal contains one subconsultant to Arcadis:

- Art Swallow & Associates will perform an aerial topographical survey between the Pretreatment Plant and LCA Meter Station #5. This encompasses a survey area of approximately 300 acres and 12.5 miles in length. The placement of up to 50 quality control points for the aerial survey is included.
- Art Swallow & Associates will conduct a ground survey following the aerial survey to obtain features not acquired by flight. Property owner notifications will be coordinated prior to ground survey activities.

CONSULTANT SELECTION PROCESS:

In addition to serving as LCA's engineering consultant for annual ongoing sewer program support services, Arcadis has worked with the City of Allentown since the 2009 EPA Administrative Order. They are also a critical Act 537 Plan partner and have played a critical role in the Plan's development. Although not included in the submitted 2026-2030 Act 537 Implementation Schedule, the proposed KISS Relief Interceptor's (KRI) survey and alignment study was also performed successfully by Arcadis in 2024.

SCHEDULE:

Services listed in this proposal will conclude by June 2026.

FUTURE AUTHORIZATIONS:

If desired by the Western Lehigh Sewer Partnership, primary geotechnical and permitting investigation will proceed shortly following the completion of the survey and initial alignment selection. The consultant for the proposed design services (2030 and beyond) will be procured via a formal request for proposals, following additional feedback from DEP on the submitted Act 537 Plan.

See below for a tentative schedule/milestone for this project:

- Survey Alignment authorization (now)
- Primary Geotechnical and Permitting Investigation (2027-2028)
- Basis of Design Report (2028)
- Easement Negotiations (2029 and beyond)
- Secondary Geotechnical and Permitting Investigation (2029-2030)
- Design (2030-2031)
- Permitting (2032-2033)
- Bidding (2034)
- Construction (2035+)



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REQUEST FOR BOARD AUTHORIZATION

Board of Directors Meeting Date: December 8, 2025
Staff Member Requesting Authorization: Phil DePoe
Department: Engineering & Asset Management
Short Description / Title of Project / Purchase: Western Lehigh Interceptor (WLI) System: Parallel Interceptor Survey
Project Number (if applicable):

Capital Expense: (check all that apply)

- ☒ Capital Project >\$250,000
☐ Construction / Other Contract(s)
☒ Professional Services Authorization
☐ Initial Authorization
☐ Amended Authorization
☐ Professional Services Authorization >\$100,000
☐ Equipment Purchase >\$250,000
☐ Upsizing / Extension >\$250,000
☐ Aggregate Change Order >10% of contract and >\$100,000
☐ Stand-Alone Change Order >\$50,000

Operations Expense:

- ☐ Construction / Other Contract >\$250,000
☐ Professional Services Authorization >\$100,000
☐ Equipment / Other Individual Item >\$250,000
☐ Emergency Authorization >\$50,000
☐ Aggregate Change Order >10% of contract and >\$100,000
☐ Stand-Alone Change Order >\$50,000

LCA Enterprise Fund: ☐ Allentown Division ☐ Suburban Water ☒ Suburban Wastewater ☐ Internal Service / Admin

Current Project Phase: ☐ N/A (skip to Description) ☒ Planning ☐ Conceptual Design ☐ Design / Bid ☐ Construction

Prior Authorization(s):

Date	Phase	Description	Amount Authorized
2/21/24	Planning	WLI Test & Seal Plan Development (w/ an initial parallel interceptor walk-through)	\$28,000
Total Prior Authorizations:			\$28,000

Current Authorization Requested:

Description	Amount Requested
Staff	\$10,000
Planning Engineering	\$464,000
Contingency	\$20,000
Total Amount Requested (this authorization):	\$494,000

Future Authorizations:

Phase	Note / Description	Estimated Cost
Planning Engineering	Primary Geotechnical and Permitting Investigations	\$2,000,000
Design Engineering	Basis of Design Report	\$100,000
Design Engineering	Design, Permitting, Bidding	\$2,000,000
Construction	Construction (mid 2030s)	\$70,000,000
Estimated Total Project Cost:		\$74,622,000

Short Description: (please attach supporting documentation, cost justification, trade-in values, proposals, memos, etc.)

Attached is the proposal dated 11/3/25.

As identified in the submitted Act 537 Plan, the long-term solution to alleviate existing dry day capacity limitations in the Western Lehigh Interceptor is a parallel interceptor. Although this parallel interceptor is not slated for construction until the mid-2030s, Lower Macungie Township has expressed a desire to finalize the proposed walking trail concept along the Little Lehigh Creek. The survey data from this proposed parallel interceptor will then be used by the Township accordingly.

Purchasing Procedure: ☐ Formal Bid ☒ Request for Proposal ☐ Cooperative Purchasing Group / CoStars ☐ N/A - Emergency

Motion: _____ **Second:** _____ **Approved?** _____ **Certified by:** _____

ARTHUR A. SWALLOW ASSOCIATES, LLC
1003-1005 N. 19th Street · Allentown, PA 18104
610-820-6470 · Fax: 610-820-5947
www.aasasurvey.com



November 3, 2025

sent via email: daniel.cooper@arcadis.com

Daniel Cooper
Arcadis U.S., Inc.
1600 Market Street, Suite 1810
Philadelphia, PA 19103

RE: Aerial Survey and Topographic Survey for Parallel Sewer Interceptor

Dear Daniel,

Thank you for considering our company to survey the conceptual routes for the LCA Parallel Sanitary Sewer Interceptor Project. My understanding is that you need the survey for conceptual design of a parallel gravity interceptor line. The area to be surveyed has been identified via email dated September 24, 2025. The subject survey area is approximately 300 acres being roughly 12.5 linear miles of survey generally along the Little Lehigh Creek and the Iron Run Creek. The proposed line travels through the municipalities of the City of Allentown, Salisbury Township, Lower Macungie Township and Upper Macungie Township

The scope of work will include the placement of up to approximately 50 survey-quality control points for the aerial survey. Aerial survey by means of a manned aerial flight of the area identified in your email including the primary corridor and adjoining roads, existing features and the necessary overlap. The aerial survey will include the areas outlined as potential boring locations. The aerial survey will locate and map the following visible items, roads, permanent manmade features, structures, buildings, parking areas, striping, curbs, guiderails, sidewalks, striping, fences, walls, impervious areas, light poles, fencing, utility poles, manholes, catch basins, water valves, gas valves, fire hydrants, tree masses, swales, streams and/or detention areas, top and bottom banks, pipeline clearings, etc.

The flight will be conducted to the following parameters:

- 3.5 cm color photography for mapping and imagery
- 1 C.I. collection
- 1" = 40 scale mapping
- Lidar data processed at an average LOD of 3
- Orthorectified 3.5 cm GSD file
- Lidar Flight Data at 60 PPSM

The ground survey will locate the same items in areas the aerial survey could not acquire the items listed above and will also include the measurement of pipe sizes, inverts, for storm and sanitary structures, etc.

Our scope will include a PA1 Design Request for utility information and markouts. We will also perform municipal right-to-know requests in the municipalities involved.

Our scope will include survey location of underground utility markings placed (by others) along the surveyed route. This will include survey location, with invert(s), to the "next" visible utility structure outside of the survey limits. AASA will locate existing interceptor manhole rim elevations. Our intent is to use existing as-built information provided by LCA for the existing system to provide invert elevations on the existing system (if necessary). This can be accomplished by the previous as-built data and rim-to-invert differential measurements being converted to the current survey vertical datum.

This proposal does not include opening manholes for the entire existing system of sanitary sewer interceptor for inverts, pipe sizes and elevations. We intend to only acquire elevations on existing interceptor piping in areas that the proposed alignment crosses the existing system. The acquisition of these invert elevations will need to be coordinated with LCA staff to unbolt and open these existing manholes. AASA will not unbolt or open existing interceptor manholes.

Our survey will also include the location of trees with a caliper size of 20" and greater within 50-feet of the anticipated parallel interceptor centerline. The areas identified in your RFP as alternate route(s) will also be included within this scope. Areas identified for potential boring will only be mapped by aerial flight and underground pipelines. We do not intend to locate trees or other near-the surface-utilities in these areas.

This proposal includes approximately 32 locations where the proposed interceptor alignment crosses roads, existing streams, the existing interceptor line and underneath existing bridge crossings. These locations will be surveyed on-the-ground with a 100-foot distance on either side of the proposed crossing which will include top and bottom of banks, water's edge locations and the bottom of the stream elevation wherever possible. Bridge crossings will include elevations and locations underneath the bridge including support beams, cross beams and concrete support structures.

Our proposal will also include the incorporation of Lehigh County GIS data for approximate property line orientation for planning purposes only. Individual properties will not be surveyed for boundary retracement at this time.

Mapping/cad files will show the results of the aerial survey, ground survey, utility markings, individual trees located as mentioned above, Lehigh County GIS records and Lehigh County Tax Parcel Viewer for property orientation. The cad file will depict 1-foot contours and will be drafted in the Arcadis layering system as requested.

The survey will be geo-referenced in the Pennsylvania State Plane Coordinate System (South zone) NAD 83 (2011) (Epoch 2010.00). The vertical datum can be NAVD 88 (Geoid 12A).

ARTHUR A. SWALLOW ASSOCIATES, LLC
1003-1005 N. 19th Street • Allentown, PA 18104
610-820-6470 • Fax: 610-820-5947
www.aasasurvey.com



The estimate for the survey and mapping and scope mentioned above is \$ 375,000.00.

Property owner notifications will be handled by Arcadis or Lehigh County Authority representatives and will not be the responsibility of AASA.

You will be invoiced every three weeks for work completed to date. Expect these invoices to be in the range of \$60,000-\$80,000 each.

This proposal and projected completion schedule are highly contingent on weather conditions. Heavy rain, snow and ice all could play a significant role in delays for the completion of this scope of work. Any significant delays will be relayed to you in a timely manner.

We intend to schedule the aerial survey as soon as we receive authorization to proceed. We also intend to start survey within 1 week of authorization to proceed. Property owner notifications need to be distributed immediately to allow us timely access to begin the survey work. We intend to mobilize 2-4 survey crews on this project for a significant duration of time. CAD deliverables can be anticipated as outlined in the RFP, February 29, 2026, pending any weather or access delays.

This proposal is given in good faith with what is known about the property at this time

Feel free to contact me if you have any questions or if you would like us to proceed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael A. Houston", is written over a light blue horizontal line.

Michael A. Houston, PLS
Arthur A. Swallow Associates, LLC
Principal

Authorization to Proceed/Accepted

Daniel Cooper or Arcadis Authorized Agent

Mr. Philip DePoe
Capital Works Program Manager
Lehigh County Authority
1053 Spruce Road
Allentown, PA 18106-0348

Arcadis U.S., Inc.
1600 Market Street
Suite 1810
Philadelphia
Pennsylvania 19103
Tel 215 625 0850
www.arcadis.com

Subject:
Western Lehigh Interceptor (WLI) Parallels Survey Scope and Budget

Date:
November 3, 2025

Dear Mr. DePoe:

Arcadis U.S., Inc. (Arcadis) is pleased to submit this proposal to provide planning services to Lehigh County Authority (LCA) for the survey of and preliminary assessment of alignments for the Western Lehigh Interceptor (WLI) parallels. This scope and budget cover survey from the pretreatment plant (PTP) to Keck's Bridge to cover the different potential new parallel alignments identified this past winter via alignment walks and GIS overlays.

Contact:
Dan Cooper

Phone:
215.931.4343

Email:
daniel.cooper@arcadis.com

BACKGROUND

The Western Lehigh Interceptor (WLI) was constructed in 1972 to foster development expansion in western Lehigh County, to eliminate small systems in Macungie and Alburtis, to eliminate septic systems in Upper Macungie and Lower Macungie, and primarily, to support the development of the industrial center in Fogelsville.

- The first relief line for overloaded sections was constructed in 1987.
- The original 1972 Pretreatment plant (PTP) was replaced with the current PTP in 1990.
- The Spring Creek PS/FM was constructed in 1998 to relieve flows in the middle section of the WLI.
- The Spring Creek FM was extended in 2005 to relieve flow in the lower WLI.
- The FEB was constructed in 2009 to relieve flow in the entire WLI during rain events.
- Modeling in 2012 showed the WLI was well over wet weather capacity and nearing being over capacity during dry weather flows,

This proposal and its contents shall not be duplicated, used, or disclosed — in whole or in part — for any purpose other than to evaluate the proposal. This proposal is not intended to be binding or form the terms of a contract. The scope and price of this proposal will be superseded by the contract. If this proposal is accepted and a contract is awarded to Arcadis as a result of — or in connection with — the submission of this proposal, Arcadis and/or the client shall have the right to make appropriate revisions of its terms, including scope and price, for purposes of the contract. Further, client shall have the right to duplicate, use or disclose the data contained in this proposal only to the extent provided in the resulting contract.

with the Iron Run section identified to begin dry weather overflows in the late 2020s under future flow projections at that time.

- Higher than normal seasonal rainfall between August 2018 and March 2019 triggered daily overflows from the interceptor for several months.
- Upper Western Lehigh Pump Station was planned in 2020 and constructed in 2025 to provide temporary dry weather relief of the Iron Run section of the WLI until a new parallel interceptor could be permitted and constructed.

An initial alignment walk-through was conducted in Winter 2025 to identify a number of apparent open cut and trenchless construction methods and identify potential routes for parallel alignments. To move from initial assessment to preliminary planning, an accurate to-scale survey with property lines, easements, and other buried infrastructure needs to be completed. This survey will also support the completion of engineering design and construction once a final alignment is selected.

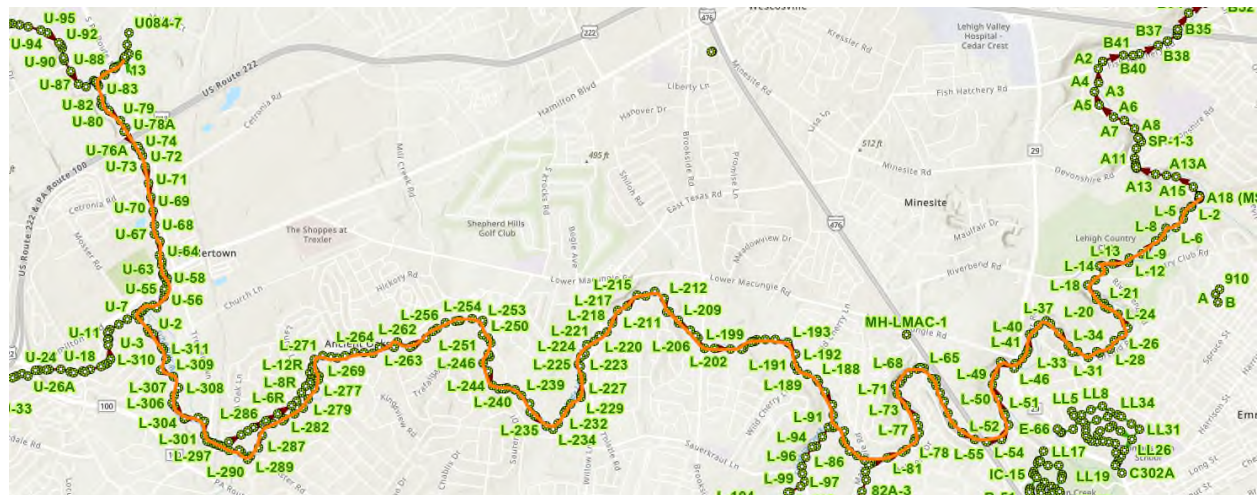


Figure 1 – Existing Western Lehigh Interceptor Alignment

SCOPE OF WORK

Task 1 – Survey

Arcadis will conduct an aerial topographical survey of the potential alignments mapping of the project site, between the LCA PTP and Meter Station 5, showing major and arterial roads (including curbs, sidewalks, driveways, line striping, guard rails, fences, walls, etc.), existing manmade features, including structures, parking areas, walking paths, impervious areas, walls, detention basins, streams, springs, and tributaries (including top of bank and stream bed edges for pipeline crossings), tree masses (including individual trees larger than 20" caliper within 50' of pipeline centerline), rock outcroppings, topography and features under bridges, other areas including property boundaries,

cultural, physical and topographic features, including visually observable utilities such as manhole rims, inlet grates, drainage structures, utility poles, water/gas valve covers. Arcadis will engage Arthur Swallow Associates for survey.

This encompasses a survey area approximately 300 acres and approximately 12.5 miles in length and fully encompasses the project site shown in Figure 1. The scope of work will include the placement of up to 50 survey quality control points for the aerial survey. Aerial survey will be by means of manned aerial flight and will include obtainable features noted above.

Selected areas for potential tunneled sewers will only be mapped by aerial flight and ground survey for underground pipelines. Large trees and other near-surface utilities will not be located in these areas.

The flight will be conducted to the following parameters:

- 3.5cm color photography for mapping and imagery
- 1 C.I. collection
- 1" = 40' scale mapping
- Lidar data processed at an average LOD of 3
- Orthorectified 3.5cm GSD file
- Lidar Flight Data at 60 PPSM

Ground survey will be conducted following aerial flight and will obtain features not acquired by the flight. This includes areas where the alignments cross roadways, existing streams, and underneath bridges. Arcadis will submit PA811 utility design tickets and request design as-builts and markouts. Municipal right-to-know requests will also be submitted to each municipality. Survey of marked utilities will include measurement of pipe sizes and inverts for storm and sanitary structures, etc. Locations of utility markings by utility owners will be obtained along the surveyed route. This will include survey location, with invert(s), to the 'next' visible utility structure outside of the survey limits. Survey of existing WLI manhole rims will be captured, however bolted manholes will not be opened. Arcadis will work with LCA Operations to physically mark any water main which may intercept proposed pipe alignments and these marks will be obtained by the surveyor.

Where proposed alignments cross existing streams, these locations will be surveyed with a 100-foot distance on either side of the proposed crossing which will include top and bottom of banks, water's edge locations and the bottom of the stream elevation wherever possible. Bridge crossings will include elevations and locations underneath the bridge including support beams, cross beams, and concrete support structures.

Mapping/CAD files will show the results of the survey, property ownership will be shown utilizing Lehigh County GIS records and the Lehigh County Tax Parcel Viewer. The CAD file will depict 1-foot contours and will be drafted in the Arcadis layering system.

The survey will be geo-referenced in the Pennsylvania State Plane Coordinate System (South zone) NAD 83 (2011) (Epoch 2010.00). The vertical datum can be NAVD 88 (Geoid 12A), the City of Allentown datum.

Arcadis will assist LCA with property owner notifications ahead of ground survey activities. This will include notification letters sent to property owners and potential site visits.

Task 2 – Alignment Analysis

Arcadis will utilize the finalized survey deliverable from Arthur Swallow and perform an analysis of alignment layouts accommodating placement within existing property boundaries, stream crossing locations, cross-connections with the existing WLI, connections with existing collector lines, and offsets from other nearby utilities. Arcadis will provide two to four planning alignment alternatives for UMT/LMT/LCA consideration.

Task 3 – Project Management

During the course of this work, Arcadis will provide regular updates to LCA staff. For the purposes of this scope and budget, we have assumed regular touchpoint emails or calls to LCA staff. This task will also account for project management costs. This task includes time to evaluate and scope the next step in the planning process: easement needs, geotechnical testing, groundwater testing, wetlands identification, permit needs, PNDI/PHMC assessments, hydraulic basis of design model confirmation, and basis of design report.

DELIVERABLES

Arcadis will prepare the following deliverables:

- Survey in AutoCAD format
- Record drawings of identified buried utilities

SCHEDULE

Arcadis will begin work upon receipt of the executed agreement. Work is slated to begin within 10 days of Notice to Proceed and be completed 5 months after authorization.

BUDGET ESTIMATE

We estimate the cost and level of effort of this work as shown in the below table.

Mr. Philip DePoe
Western Lehigh Interceptor (WLI) Parallels
Survey Scope and Budget

Tasks		Arcadis Hours	Expense and Subcontractors	Estimated Budget
1	Survey	71	\$ 413,200	\$ 427,000
2	Alignment Analysis	87	\$ 900	\$ 19,000
PM	Project Management, Meetings, and Workshops	79	\$ 800	\$ 18,000
Total		237	\$ 414,900	\$ 464,000

We propose to complete these services on a time and materials basis in accordance with the Agreement between LCA and Malcolm Pirnie, Inc., and the current Summary of Standard Charges for Lehigh County Authority. Arcadis will track the costs associated with this work and report them to LCA monthly throughout the project; we will not exceed the authorized budget without written professional services authorization from LCA. Payment for services will be based upon the actual labor and expenses incurred. Invoicing will be completed monthly. The invoice will include the defined contract tasks listing the day-by-day personnel performing the task with hourly rate and hours worked. The invoice will provide total billed for month. Support documents will be provided if there are any expenses incurred.

Please contact me with your authorization to proceed if this scope and budget are acceptable to you. If you have any questions, please do not hesitate to call me.

Sincerely,

ARCADIS U.S., Inc.



Daniel P Cooper, EIT, CDT, CPM
Project Manager

Cc: Jim Shelton, Tony Dill

MEMORANDUM

TO: LCA Board of Directors
FROM: Liesel Gross, CEO
DATE: December 1, 2025
RE: Industrial Pretreatment Plant – Moving Forward

Requested Board Action: There is no action requested at the December 8, 2025 meeting. This memo is offered for information and discussion purposes only, with additional future action pending review with potential municipal partners, as described in this memo.

Note: This memo has been adapted from a prior PTP Retrospective Review prepared in August 2025 to capture the challenges Lehigh County Authority faces in developing a vision for the future of the Industrial Pretreatment Plant.

Overview

Since the 1970s, Lehigh County leaders have created a robust, diversified economy in the heart of Eastern Pennsylvania. The county has a talented workforce and is close to East Coast markets, but what sets our region apart is the availability of high-quality, low-cost water services that food and beverage manufacturers need. Today, Boston Beer, Keurig Dr Pepper, Ocean Spray, Coca-Cola, and other well-known products get their start in Lehigh County. A key facility connects these global and national food and beverage manufacturers: The Lehigh County Authority (LCA) Industrial Pretreatment Plant.

For decades, the LCA Industrial Pretreatment Plant (PTP) has provided valuable support for our region's environmental protection and economic development goals. However, this facility now runs at full capacity and is approaching the end of its useful life. A major plant upgrade and/or full plant replacement is required to continue providing pretreatment services. Since 2022, LCA has investigated various solutions and conducted numerous stakeholder engagement sessions to ensure broad understanding and support for the significant investment needed to maintain operation of the PTP.

This memo is provided to LCA's Board of Directors to review the historical barriers to investment in the PTP, and solutions to ensure a sustainable operation in the future. To be clear, the approaches outlined in this paper require participation by current industrial and

hauled-waste customers, municipal partners, and other regional agencies. The level of commitment needed to move forward has not been received at this time, which puts the future of this facility at risk. However, the discussions have begun in earnest, and LCA's Board should be prepared to move quickly to help our potential partners come to the table and bring these important considerations to a conclusion.

Brief History

In the late 1960s, the County of Lehigh had a vision to bring a new era of economic growth to the region in the form of food and beverage manufacturing. LCA was formed in 1966 to address the water supply requirements of a future industrial customer base, and the County retained responsibility for addressing industrial wastewater pretreatment requirements. Through the 1970s and 1980s, after the construction of a few large manufacturing facilities including Kraft Foods and the Lehigh Valley brewery – initially operated by Schaefer Brewing Co. and now by Boston Beer Co. – it became clear that the County's initial approach to industrial wastewater management was not working. A new industrial pretreatment facility was needed, and the County constructed the current PTP in the late 1980s using the best available technology at the time.

Important factors to consider about the County's endeavor:

1. The County of Lehigh constructed the current PTP using general fund sources and bonds, paid by County taxpayers. There was no capital contribution made to the original construction of the PTP by any current or future industrial user.
2. The PTP's primary treatment feature is the use of pure oxygen to "supercharge" the treatment of industrial waste that contains very high concentration of organic material. This pure oxygen system, designed by the local company Air Products Inc., is highly specialized, and it is often difficult to find qualified contractors to provide maintenance services on this system.
3. In the world of industrial manufacturing, and within the food and beverage industry specifically, it is uncommon to have pretreatment services provided by a regional municipally owned utility. Most operational models in place today include on-site pretreatment by the industry directly, which allows for targeted treatment technology to be employed with cost-effective results.

4. Because the County leadership did not have technical experience in operating a facility of this nature, a contract operator was hired to operate and maintain the facility.
5. A series of contracts were developed between the County, the contract operator, the brewery, and the local municipalities, regarding how operating costs would be managed.

Over time, while LCA was not involved in the PTP operation, we had developed a significant footprint in the region related to the provision of public water service and other regional wastewater services. Therefore, in 2005, the County entered into an agreement with LCA for the operation of the PTP, and a transfer of responsibility to LCA occurred in 2006. Ownership of the PTP was transferred to LCA in 2009 for the sum of \$1.00.

LCA Operation of the PTP

In the nearly 20 years that LCA has managed the operation of the PTP, and during the 35-year lifespan of this facility, many changes have occurred. Certain manufacturers have moved out of the region and others have moved in. Many organizations – including LCA, local municipalities, industrial customers, and the County – have faced significant personnel turnover. Wastewater treatment technology and best practices have advanced. The facility, along with the region’s sewer infrastructure, has aged.

However, some critical components of the PTP operation have not changed:

1. The original contracts between the County and its various stakeholders – local municipalities and the brewery primarily – have remained in place after transferring to LCA, with only minor changes in their terms and conditions.
2. LCA’s structure as a municipal authority under the Pa. Municipality Authorities Act has remained constant, which sets the guardrails for how rates are established and costs recovered.
3. The region has continued to market the PTP as an attractive option for food and beverage manufacturing.

4. New manufacturers that have moved into the service area have not contributed to capital investments needed at the PTP, just as the original set of industries did not pay for the PTP's original construction costs.
5. LCA has maintained the long-term relationship with the contract operator hired by the County in the 1990s. The Jacobs team, previously as OMI and CH2M, has been operating and maintaining the PTP for more than 30 years.

In the section that follows, we will review how these factors have contributed to the success of the PTP operation and, at the same time, resulted in the challenging situation in which we currently find ourselves.

Root Causes of Underinvestment in the PTP

LCA faces several challenges that have led to our failure to capture the capital investment needs of the PTP. Some are related to people or processes, but most are structural or contractual in nature.

Acknowledging the Human Component – When LCA assumed responsibility for the PTP in 2006, we had very little wastewater treatment experience, as most of our work in the region focused on managing pipe networks and pump stations. In the early years of LCA's involvement at the PTP, our focus was on ensuring strong financial performance of the facility. The contract operator had been in place for many years at that point, and LCA continued that relationship with limited focus or attention on how the facility was maintained or the right level of investment that would be needed for a sustainable, long-term operation. In short, from 2006 to about 2016, we planned activities based on revenues received rather than the true needs of the facility. However, this focus shifted over the current decade due to:

- LCA's growing experience in the operation of large regional treatment facilities, and development of our asset management program
- Continued industrial growth placing pressure on the PTP capacity limitations
- Increasing risk of system failure or contractual non-compliance due to system age
- Obsolescence of the PTP's technology, specifically the plant's pure oxygen system

Since 2016, we have been developing our understanding of long-term capital investment needs at the PTP, but LCA has been unable to land on solutions to address the financial structure and contractual challenges that prevent such investments. Since 2022, we have engaged many additional stakeholders in the conversation to try to bring the situation to light and discover solutions that will be workable for all parties.

PTP Revenue Sources – LCA’s sources of revenue at the PTP are constrained by existing contracts. Here’s how it works:

1. Hauler Program: Our contract operator, Jacobs, runs a highly successful hauler program, attracting waste haulers from a wide geographic area (far outside the Lehigh Valley) who bring a variety of wastes to the facility. Jacobs routinely monitors market rates for this service and establishes a rate structure that is competitive.

In 2024, LCA’s hauler revenues were \$2.83 million.

2. Municipal Revenues, Part 1: LCA conducts various wastewater sampling and testing procedures on behalf of the municipalities we serve to measure high-strength waste generated from industries in the PTP service area. The municipalities reimburse LCA for these services at rates that are set annually.

In 2024, LCA’s sampling program revenues were \$0.17 million.

3. Municipal Revenues, Part 2: Due to the terms of multi-municipal contracts related to the regional sewer system served by the Kline’s Island Wastewater Treatment Plant in Allentown, LCA receives sewer service billings from the City of Allentown based on total flows and organic loadings discharged to the City system. These flows and loads include the pretreated waste discharged from the PTP. The operation of the PTP, therefore, provides benefit to all upstream and downstream users due to the high-quality effluent being discharged to the regional system. A mathematical calculation of that regional benefit is included in the multi-municipal contracts, and a credit is paid back to the PTP for that benefit. However, it is important to note that this mathematical calculation is based on contract terms, not on the actual cost to operate the PTP.

In 2024, LCA’s contract credit revenues were \$3.36 million.

4. Lehigh Valley Brewery: The brewery is the largest water and wastewater customer in LCA’s service area, and is the only industry directly billed by LCA for pretreatment service. Our billing to the brewery is based on terms of a decades-old agreement that has been renewed with modest revisions over time. LCA’s contract with the brewery ensures the PTP operation is financially secure, but only to a certain degree. Constraints within the contract prevent significant increases in capital investment, and do not protect LCA from revenue loss in the event that other revenue sources are diminished.

In 2024, LCA’s brewery revenues were \$3.40 million.

PTP Revenue Summary (2024)

Hauler Program	\$ 2,832,438
Municipal Revenues, Part 1	\$ 174,380
Municipal Revenues, Part 2	\$ 3,361,833
Brewery	\$ 3,401,056
Miscellaneous Revenues	\$ 218,812
Total PTP Revenues	\$ 9,988,519

PTP Expenses – LCA’s expenses to operate the PTP facility fall into three main categories:

1. Contract Operations: Operational expenses are determined by LCA’s contract with Jacobs, which includes base charges and variable charges based on flows and loads entering the facility. This contract includes all staffing, operations, power, chemicals, maintenance contracts, and related expenses. Jacobs meets certain specified requirements related to asset management planning, routine repair and replacement, and some project engineering support. The current operations contract expires in 2028.
2. Treatment & Transportation: Based on the PTP’s discharge to the regional sewer system, LCA is subject to charges from the City of Allentown and Western Lehigh contracts for treatment and transportation of this discharge. Calculation of this charge is based on multi-municipal contracts that have been in place for many decades and do not expire.

3. Annual Capital Improvements: Through collaboration with our contract operator, LCA establishes an annual capital budget to address the most pressing major maintenance requirements at the PTP. However, the level of investment allowed each year is constrained by limitations in revenue, as described above. Based on these constraints, LCA has historically been able to invest about \$700,000 annually in capital upgrades, with efforts to increase this over time. However, this level of investment only covers basic upgrades and does not provide support for larger projects or replacements.

PTP Expense Summary (2024)

Contract Operations	\$	6,372,677
Treatment & Transportation	\$	1,900,351
Annual Capital Improvements	\$	1,033,796
Other Expenses	\$	181,791
Total PTP Expenses		\$ 9,488,615

In reviewing this revenue and expense information together, LCA realizes positive financial performance at the PTP by a narrow margin.

In 2024, LCA's net income for the PTP operation was \$0.50 million.

Borrowing Capacity – As a municipal authority, LCA typically pays for larger capital investments through the issuance of tax-exempt bonds that are secured by customer revenues. As it relates to the PTP, the revenue instability described above leads to significant challenges in securing bond financing for capital improvements. Unlike other parts of our service area, where LCA's customer base is stable and primarily residential, the PTP customer base is limited to a small number of industries and a market-based hauler program. Over time, industries have left our service area and others have moved in. Debt for large capital improvements cannot be secured without some form of rate agreement in place to illustrate long-term revenue sufficiency.

Tapping Fees – As a municipal authority, LCA is permitted to charge connection fees when new customers connect to the water or sewer system. However, the method of calculating tapping fees is constrained legislatively by Pennsylvania Act 57. The purpose of the tapping

fee is to collect a proportionate amount of future capital investments from new customers. However, a critical constraint within Act 57 is that tapping fees may not be applied when the original asset is fully contributed to the municipal authority. In the case of the PTP, LCA acquired the facility through an agreement with the County of Lehigh for \$1.00. In essence, the facility was fully contributed to LCA, and tapping fees cannot be collected against the original cost of the plant.

Summary of Deficiencies in PTP Financial Structure:

The current financial structure of the PTP does not provide adequate flexibility to increase the capital investment needed due to:

- Limited control over rates and revenue sources
- Market-based hauler program that limits LCA's ability to increase rates
- Portions of PTP revenues controlled by multi-municipal agreements, not tied to cost
- No direct billing arrangement with industrial users, except for the brewery
- Current operating expenses controlled by contract operations
- Treatment and transportation costs controlled by multi-municipal agreements
- Limited borrowing capacity due to unstable revenue base
- Inability to capture capital expenses from new customers via tapping fees

Looking Forward – Technical Solutions & Financial Partnerships

In preparing this retrospective review, it seems clear that LCA's operation of the PTP was not structured properly from the start, and the current arrangement cannot continue. This review also provides some important clues regarding how we might move forward to create the capacity for capital investment in this facility and ensure its long-term viability, if the PTP facility is to remain in operation.

Since 2022, LCA has been developing engineering alternatives and financial analyses to address the critical needs of this facility. A variety of options have been reviewed including full-scale repair and replacement of existing systems; construction of a new facility utilizing more efficient and modern technology; and closing the facility completely.

In 2023, LCA engaged with a variety of stakeholders, and focused on engaging with existing industrial customers – Boston Beer, Coca-Cola, Ocean Spray, Keurig Dr Pepper, and

SunOpta – to develop an understanding of the challenges we face. Through the review of solutions and cost estimates, Ocean Spray and Boston Beer have each determined it would be in their best interests to manage their pretreatment obligation independently, and they have begun the process of designing and constructing on-site pretreatment facilities. This has changed the scope of potential PTP projects, with a narrower customer base including the three remaining industries (Coca-Cola, SunOpta, and Keurig Dr Pepper), along with the waste hauler program.

A Recommended Technical Solution Emerges: In September 2025, LCA and its engineering consultant, AECOM, presented refined recommendations for the future of the facility, in a new project approach called “PTP 2.0.” This approach includes a series of projects phased over a 10-year period, totaling \$48 million in current-year dollars. If implemented, the projects would leverage existing structures and treatment processes to maintain service and transition to new processes over time as the brewery’s waste is removed from the PTP flows and loads. This approach would provide beneficial pretreatment service for remaining food and beverage manufacturers, maintain capacity for manufacturing growth in the service area, and continue to support the waste hauler program that broadly serves the region’s needs.

To implement this recommended technical solution, a new financial structure is needed. A multi-party financing approach to upgrade the PTP may be possible, if several key components can be developed collaboratively in the very near future.

1. Municipal Partner Contributions: It is expected that the County of Lehigh and Upper Macungie Township may be willing to approve a capital contribution to support the project due to the broad economic benefit the PTP brings to the region. To support their decision-making process, LCA should expect that agreements will be required to ensure the PTP 2.0 facility is financially and operationally sustainable. Discussions to date regarding elements of such an agreement have included:
 - a. Annual PTP operations & financial reporting
 - b. LCA Waste Hauler Program annual reporting
 - c. Representation on LCA Board or establishment of PTP oversight committee
 - d. Other financial terms as may be required

Note to LCA's Board of Directors: We expect the Township and County will evaluate their willingness to provide these capital contributions toward the PTP 2.0 project in December 2025 and January 2026. LCA's Board must be prepared to act quickly to respond to any specific terms or requirements of these municipal actions.

2. Municipal Partner Sewer Rate Agreements: In addition to potential municipal partner capital contributions toward the PTP 2.0 project, discussions with Upper Macungie Township and other Western Lehigh service area communities have indicated willingness to discuss a change in how LCA captures its costs to operate and maintain the PTP. This change may include a separate new agreement with one or more of the municipalities, along with adjustments to existing rate methodologies included in existing intermunicipal agreements. This type of renewed partnership, with a more stable, cost-of-service revenue base, would serve as the foundation for LCA's financing approach for the PTP 2.0 project.

Note to LCA's Board of Directors: Rate consultants are currently working on behalf of LCA and Upper Macungie Township to review this option, and a conceptual agreement may be developed in the weeks ahead to show good faith and commitment toward this approach.

3. Industry Revenue Stability: The major industries that will continue to require pretreatment services from LCA have been actively engaged in conversations about this project for more than two years. During that time, we have been unable to reach firm agreements around how the industries might participate financially in the PTP 2.0 project. More recent discussions have revealed that the industries strongly prefer to pay for ongoing pretreatment services directly through the sewer rates and surcharges for their high-strength discharges. Achieving updated Municipal Partner Sewer Rate Agreements described above serves as the pathway for developing rate mechanisms to capture PTP costs via industrial surcharges and regular sewer rates.
4. Joint Grant Applications & Commonwealth Agency Engagement: No specific sources of state or federal funding have been identified that would be applicable to this project, but some may exist. It is understood that a regional municipal partnership approach will be beneficial in our efforts to engage state agencies and legislators with requests for additional funding support for this project.

5. LCA Waste Hauler Program Financing Evaluation: A more thorough market analysis and financing review must be completed. Rate analyses being completed now use a conservative growth rate of 2 percent per year. Additional revenue growth may be possible based on a market pricing evaluation and additional outreach to the PTP's current waste hauler customer base.
6. Ongoing PTP Operations Agreement: In addition to the components listed above that address upfront project financing and ongoing revenue stability, a long-term operating structure must be developed to achieve the following:
 - a. Regular engagement with industries and municipal partners to review costs, rates, capital investments required, future production rates, emerging technologies, and more
 - b. Ongoing asset management planning and capital planning, with current and future costs captured through user rates to the industries and waste haulers
 - c. Revision to the operating arrangement, with or without a contract operator, to provide greater transparency on actual costs and drivers for cost increases

Moving Forward or Shutting Down – Decisions Needed!

The long-term viability of the PTP is contingent on the development of commitments around project financing by all parties as described in this memo. Due to the rapid development of on-site pretreatment facilities by certain Ocean Spray and Boston Beer, it is expected that decisions must be made by the end of 2025, or January 2026 at the latest. This timeline is necessary to avoid significant project delays and cost overruns as the industries await LCA's firm decision. Therefore, a brief window of opportunity exists to develop the partnership approach outlined in this memo.

If we are collectively unable to develop these partnerships, LCA faces a decision to discontinue operation of the PTP in its entirety, and all industries will be required to manage their pretreatment obligations independently. If a full plant shutdown is ultimately decided as the best course of action, this could be achieved in a phased approach over a period of several years to allow each industry to make necessary decisions about how they will respond to their new pretreatment requirements.

MEMORANDUM

Date: December 8, 2025

To: Lehigh County Authority Board of Directors
From: Amy B. Rohrbach, Project Manager
Subject: Allentown Division – KIWWTP Plastic Media Trickling Filter Rehabilitation – Construction Change Order #1

MOTIONS / APPROVALS REQUESTED:

No.	Item	Amount
1	General Construction Change Order – Allan Myers, L.P.	\$263,142

PROJECT OVERVIEW

Kline’s Island Wastewater Treatment Plant (KIWWTP) contains four 100-foot diameter, 32-foot tall, plastic media trickling filters (PMTFs) that were originally constructed in the 1970s and have been in constant operation since. The PMTFs function by taking the effluent that is pumped up from the primary clarifiers to the top of the tanks where a rotating mechanism distributes the effluent across the plastic media surface and it then trickles through the media where it receives biological treatment from the biomass that builds up on the media surface. The PMTFs have had no extended shutdowns and still contain the original media. The media has reached the end of its useful life and needs to be replaced. A construction contract was issued to Allan Myers, L.P. and a Notice to Proceed was issued on September 17, 2025.

FINANCIAL

The project received substantially complete design approval from the City on July 28, 2025; therefore, it is considered a Major Capital Improvement (MCI), and costs will be recovered through Capital Cost Recovery Charges (CCRC).

THIS APPROVAL – CONSTRUCTION CHANGE ORDER

This request is for a construction change order to the existing General Construction contract with Allan Myers, L.P.. for the KIWWTP Plastic Media Trickling Filter Rehabilitation project. This change order is necessary to make repairs to the existing steel girts. The interior side of the girts could not be adequately inspected at the time of design, and after media removal was completed, a thorough structural inspection was performed by CHA, the design engineer on the project. This inspection revealed degradation and rusting of the Corten steel on the inner faces of the girts. CHA recommended that all girt sections be coated with a sealer specific to Corten steel to prevent further rusting and extend the life expectancy of the girts. The alternative of replacing the girts was evaluated but determined not to be practical due to the significant increase in cost and lead time on obtaining the fabricated sections.

The total increase to the contract with Allan Myers, L.P. is \$263,142.

PROFESSIONAL SERVICES

CHA Consulting, Inc. will continue to provide construction administration services for this project, and no additional services are requested as part of this change order.

PROJECT SCHEDULE

The project is still on target for final completion by April 15, 2026.

FUTURE AUTHORIZATIONS

No future authorization is anticipated for this project.

REQUEST FOR BOARD AUTHORIZATION

Board of Directors Meeting Date: 12/8/2025
Staff Member Requesting Authorization: Amy Rohrbach
Department: Capital Works
Short Description / Title of Project / Purchase: KIWWTP Plastic Media Trickling Filter Rehabilitation – Construction Change Order 1
Project Number (if applicable): AD-S-24 / Munis Project # 50660

Capital Expense: (check all that apply)

- ☒ Capital Project >\$250,000
☒ Construction / Other Contract(s)
☐ Professional Services Authorization
☐ Initial Authorization
☐ Amended Authorization
☐ Professional Services Authorization >\$100,000
☐ Equipment Purchase >\$250,000
☐ Upsizing / Extension >\$250,000
☐ Aggregate Change Order >10% of contract and >\$100,000
☒ Stand-Alone Change Order >\$50,000

Operations Expense:

- ☐ Construction / Other Contract >\$250,000
☐ Professional Services Authorization >\$100,000
☐ Equipment / Other Individual Item >\$250,000
☐ Emergency Authorization >\$50,000
☐ Aggregate Change Order >10% of contract and >\$100,000
☐ Stand-Alone Change Order >\$50,000

LCA Enterprise Fund: ☒ Allentown Division ☐ Suburban Water ☐ Suburban Wastewater ☐ Internal Service / Admin

Current Project Phase: ☐ N/A (skip to Description) ☐ Planning ☐ Conceptual Design ☐ Design / Bid ☒ Construction

Prior Authorization(s):

Date	Phase	Description	Amount Authorized
2/7/25	Planning	Preliminary Engineering PSA – CHA Consulting, Inc.	\$50,800.00
4/15/25	Design/Bid	Design & Bidding Phase PSA – CHA Consulting, Inc.	\$65,000.00
6/9/25	Equipment	Costars purchase of Plastic media – Brentwood Industries, Inc. c/o Geiger Pump and Equipment	\$2,251,000.00
9/8/25	Construction	Construction Phase Authorization	\$2,528,955.00
9/17/25	Equipment	Increase to PO for additional base media – Brentwood Industries, Inc. c/o Geiger Pump and Equipment	\$9,143.36
9/18/25	Design/Bid	Design Phase Services Amendment – CHA Consulting, Inc.	\$11,300.00
10/31/25	Construction	Construction Phase Amend 1 – CHA Consulting, Inc.	\$7,500.00
Total Prior Authorizations:			\$4,923,698.36

Current Authorization Requested:

Description	Amount Requested
Construction Change Order #1 – Allan Myers, L.P.	\$263,142.00
Total Amount Requested (this authorization):	\$263,142.00

Future Authorizations:

Phase	Note / Description	Estimated Cost
	Future phases for rehabilitation of Filters 1, 2 and 3	\$TBD
Estimated Total Project Cost:		\$5,186,840.36

Short Description: (please attach supporting documentation, cost justification, trade-in values, proposals, memos, etc.)

This request is for a construction change order to the existing contract with Allan Myers, L.P. for the rehabilitation of Plastic Media Trickling Filter #4. After media removal and demolition was completed, a structural inspection was performed, and the existing steel girts were found to be deteriorated and in need of a coating to increase the lifespan. This request is for the coating to be applied to the steel girts at filter #4.

Purchasing Procedure: ☒ Formal Bid ☐ Request for Proposal ☐ Cooperative Purchasing Group / CoStars ☐ N/A - Emergency

Motion: _____ **Second:** _____ **Approved?** _____ **Certified by:** _____



Date: 11/26/2025

Lehigh County Authority, Klines Island PMTF #4

Attn: Mr. David Wodyka, P.E.
dwodyka@chasolutions.com
Email: dwodyka@chasolutions.com
Phone: 484-484-8610

Allan Myers Project No. 2520281

Re: PCO 009 – Coating of Tank Girts

Dave,

Allan Myers was sent PMTF #4 Structural Evaluation Memo on November 18th, with SK-001 as a subsequent follow-up sheet detailing a request for pricing. Per Note 7 on SK-001, Allan Myers was requested to price coating all four sides of all tank girts (90 total).

Allan Myers cannot fulfill the requested 5 year warranty on the coatings if that tank girts are to be rehabilitated on site given the site conditions and preparation/temperature requirements based on the acceptable products outlined in SK-001. We are proposing an alternate coating method that will require the girts to be removed (outlined in RFI 001), blasted and coated offsite in a temperature controlled atmosphere per the attached procedure, and re-installed on site. We believe the time delay caused by the coating of the girts offsite is significantly less than that would be of coating in place, as well as giving LCA a much superior product that can fulfill the requirements.

In order to meet the contract schedule requirements, Allan Myers will need direction by end of day on Wednesday, 12/3. Please let us know if you have any questions or concerns, and we are available at any point to discuss

The cost to complete this work is \$263,142.00

If you need any additional information, please contact me.

Thanks,

Andrew Gretsky

Project Manager
C: 610-633-8684
E: andrew.gretsky@allanmyers.com

Bid Summary Totals Report

Standard Markup Instructions

	Cost Basis	Markup %	Markup
Labor:	52,077	0.00	0
Burden:	46,556	0.00	0
Perm Matl:	4,499	0.00	0
Const Matl:	1,679	0.00	0
Sub:	32,000	0.00	0
Eq. Op. Exp:	69,158	0.00	0
Co. Equip:	56,909	0.00	0
Rented Eq.:	0	0.00	0
Misc1:	0	0.00	0
Misc2:	0	0.00	0
Misc3:	0	0.00	0
Overrides:	0		0
Total:	262,878	0.00	0

Selected Bond Table: CO

Previous Run

Summary: 11/26/2025 5:50 PM

Spread: 11/26/2025 5:50 PM

Summary run on Takeoff Quan and Adjusted to Bid Quan.

Standard Spreads

Indirect Spread: Total

Markup Spread: Total

Addon/Bond Spread: Total

Totals as of Last Spread

	Cost:	Markup:	Total:
Direct:	262,879	0	262,879
Indirect:	0	0	0
Addons:	0	0	0
Bond:	263		263
Subtotal:	263,142	0	263,142
Pass Through:	0		0
Total:	263,142	0	263,142

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
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BID ITEM = 9 Land Item SCHEDULE: 1 100
Description = PCO 009 - Coating of Girts Unit = EA Takeoff Quan: 1.000 Engr Quan: 1.000

0802-REMOVAL Removal of Girts **Quan: 88.00 EA Hrs/Shft: 9.00 Cal: 45 WC: NONE**

**Unreviewed

18 total bays, 5 girts per bay, 90 total girts. 3 Bays per day removal

Must coat 2 in place as they support walkway

<u>MM50</u>	(Mod) 5 MECHANICAL CREW	52.80	CH	Prod:	15.0000 US	Lab Pcs:	6.00	Eqp Pcs:	2.00
301STSM	Hourly STS for Me@106%	1.00	316.80	MH	5.000	1,679			1,679
8CRC-999	**KI-Manitowoc 999	1.00	52.80	HR	700.960		37,011		37,011
8SSCL	=> Sunbelt Large Scissor	2.00	2.00	MO	2,040.000		4,325		4,325
8SSML	=> Sunbelt Single Man Lif	1.00	1.00	MO	2,337.300		2,478		2,478
8TPU-301	**PICK UP - F150	1.00	52.80	HR	15.651		826		826
PAFP	Field Manager - Process	1.00	52.80	MH	60.000	6,981			6,981
PAL	PW - Laborer	2.00	105.60	MH	32.090	7,200			7,200
PAM	PW - Millwright	2.00	105.60	MH	53.870	12,186			12,186
PAO1	PW - Operator-Crane (CCO	1.00	52.80	MH	48.300	5,529			5,529
\$78,213.82	3.6000 MH/EA		316.80	MH	[168.132]	31,895	1,679	44,639	78,214

0802-COAT Transport and Coating of Girts **Quan: 1.00 LS Hrs/Shft: 9.00 Cal: 45 WC: NONE**

**Unreviewed

Load and Transport to offsite warehouse for blasting and coating

409800SUB	Prep and Re-coat Subcontra	1.00	1.00	LS	32,000.000			32,000	32,000
8TLB-IN	=> Trucking back to site	1.00	27.00	HR	125.000		3,578		3,578
8TLB-OUT	=> Trucking to offsite pain	1.00	27.00	HR	125.000		3,578		3,578
\$39,155.00					[]		7,155	32,000	39,155

0802SUPPORT Support at Coating Facility **Quan: 1.00 LS Hrs/Shft: 9.00 Cal: 45 WC: NONE**

**Unreviewed

Painting subcontractor price does not reflect unloading, supporting, and reloading of coating of girts

8ZHANDLER	=> Cat 1255 Material Han	1.00	90.00	MH	149.890		14,300		14,300
PAO2	=> Pw - Operator-Ldr/Dzr	1.00	90.00	MH	44.610	8,785			8,785
\$23,084.52	90.0000 MH/LS		90.00	MH	[4014.9]	8,785	14,300		23,085

0802-INSTALL Installation of Girts **Quan: 88.00 EA Hrs/Shft: 9.00 Cal: 45 WC: NONE**

**Unreviewed

Reinstallation of 88 girts that were coated at off site facility

<u>MM50</u>	(Mod) 5 MECHANICAL CREW	52.80	CH	Prod:	15.0000 US	Lab Pcs:	6.00	Eqp Pcs:	2.00
205090-HARD.	Harware quote per@106%	1.00	5.00	EA	848.800	4,499			4,499
8CRC-999	**KI-Manitowoc 999	1.00	52.80	HR	700.960		37,011		37,011
8SSCL	=> Sunbelt Large Scissor	1.00	1.00	MO	2,040.000		2,162		2,162
8SSML	=> Sunbelt Single Man Lif	2.00	2.00	MO	2,337.300		4,955		4,955
8TPU-301	**PICK UP - F150	1.00	52.80	HR	15.651		826		826
PAFP	Field Manager - Process	1.00	52.80	MH	60.000	6,981			6,981
PAL	PW - Laborer	2.00	105.60	MH	32.090	7,200			7,200
PAM	PW - Millwright	2.00	105.60	MH	53.870	12,186			12,186
PAO1	PW - Operator-Crane (CCO	1.00	52.80	MH	48.300	5,529			5,529
\$81,348.56	3.6000 MH/EA		316.80	MH	[168.132]	31,895	4,499	44,955	81,349

0802-COATIP Coat girts in place - winter protection **Quan: 2.00 EA Hrs/Shft: 9.00 Cal: 45 WC: NONE**

**Unreviewed

Girts supporting walkway cannot be removed. They will need to be coating in place, prep work to be done by hand tooling as abrasive blasting is not feasible. Price includes support of heating operation for duration required

<u>MM2</u>	2 MAN MECH CREW	18.00	CH	Prod:	2.0000 S	Lab Pcs:	2.00	Eqp Pcs:	0.00
8Z-HEATER	=> Rental Heater and Fuel	1.00	1.00	LS	2,000.000		2,120		2,120
PAL	PW - Laborer	1.00	18.00	MH	32.090	1,227			1,227
PAM	PW - Millwright	1.00	18.00	MH	53.870	2,077			2,077
\$5,424.30	18.0000 MH/EA		36.00	MH	[773.64]	3,304	2,120		5,424

Direct Cost Report

Activity Resource	Desc	Quantity Pcs	Unit	Unit Cost	Labor	Perm Material	Constr Matl/Exp	Equip Ment	Sub- Contract	Total
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BID ITEM	=	9								
Description =	PCO 009 - Coating of Girts		Land Item Unit =	SCHEDULE: 1 EA	100 Takeoff Quan:		1.000		Engr Quan:	1.000

0104ACCESS	Steel Plate Access Over Channel		Quan:	2.00 EA	Hrs/Shft:	9.00	Cal: 45	WC: NONE		
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**Unreviewed

Remove handrail for lift access, install steel plates

Reinstall after completion of work

<u>MM50</u>	(Mod) 5 MECHANICAL CREW	18.00	CH	Prod:	2.0000 S	Lab Pcs:	6.00	Eqp Pcs:	2.00	
8CRC-999	**KI-Manitowoc 999	1.00	18.00 HR	700.960			12,617		12,617	
8TPU-301	**PICK UP - F150	1.00	18.00 HR	15.651			282		282	
PAFP	Field Manager - Process	1.00	18.00 MH	60.000	2,380				2,380	
PAL	PW - Laborer	2.00	36.00 MH	32.090	2,454				2,454	
PAM	PW - Millwright	2.00	36.00 MH	53.870	4,154				4,154	
PAO1	PW - Operator-Crane (CCO	1.00	18.00 MH	48.300	1,885				1,885	
\$23,772.41	54.0000 MH/EA	108.00	MH	[2521.98]	10,873		12,899		23,772	

0101	SUPERVISION		Quan:	1.00 EA	Hrs/Shft:	9.00	Cal: 45	WC: NONE		
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**Unreviewed

PAZPE	==> PE, SR PE, PM I	1.00	108.00 HR	110.000	11,880				11,880	
\$11,880.00				[]	11,880				11,880	

====>	Item Totals:	9	- PCO 009 - Coating of Girts							
\$262,878.61	867.6000 MH/EA	867.60	MH	[40197.36]	98,634	4,499	1,679	126,067	32,000	262,879
262,878.610	1 EA				98,633.51	4,498.64	1,679.04	126,067.42	32,000.00	262,878.61

\$262,878.61	*** Report Totals ***	867.60	MH		98,634	4,499	1,679	126,067	32,000	262,879
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>>> indicates Non Additive Activity

-----Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

'Unreviewed' Activities are marked.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB NOTES

Estimate created on: 01/04/2021 by User#: 1024 - Tom Jacoby

Source estimate used: T:\HEAVYBID\EST\ESTMAST

*****Estimate created on: 10/21/2025 by User#: 1024 - Tom Jacoby

Source estimate used: T:\HEAVYBID\PM-AAM-H\EST\COMAST

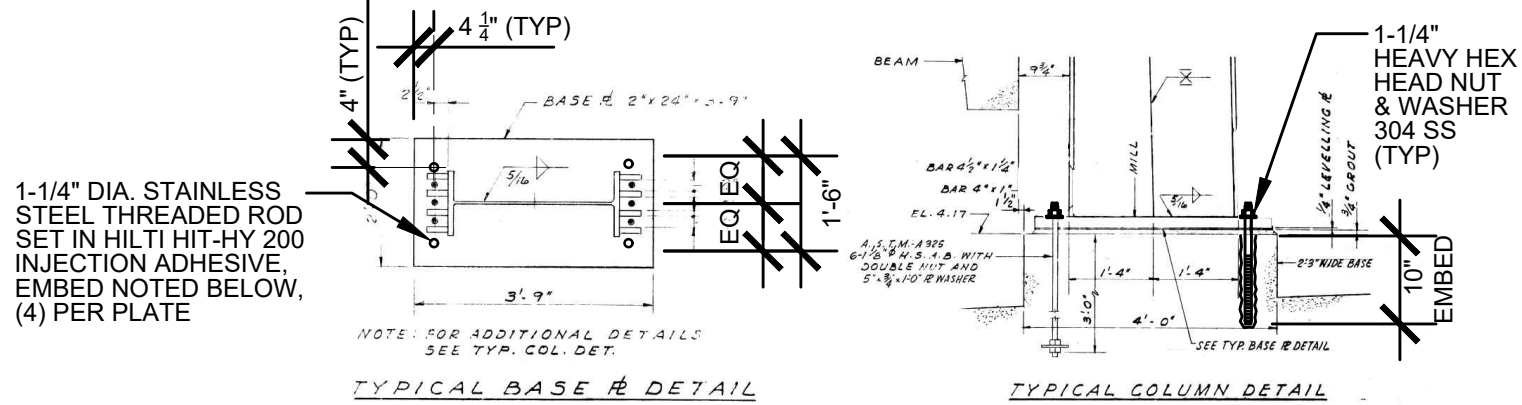
* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

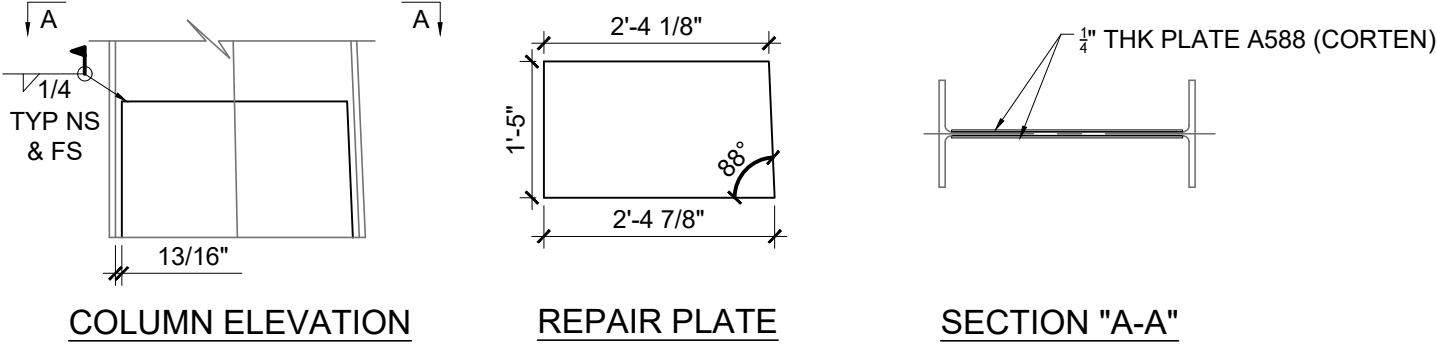
In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

-----Calendar Codes-----

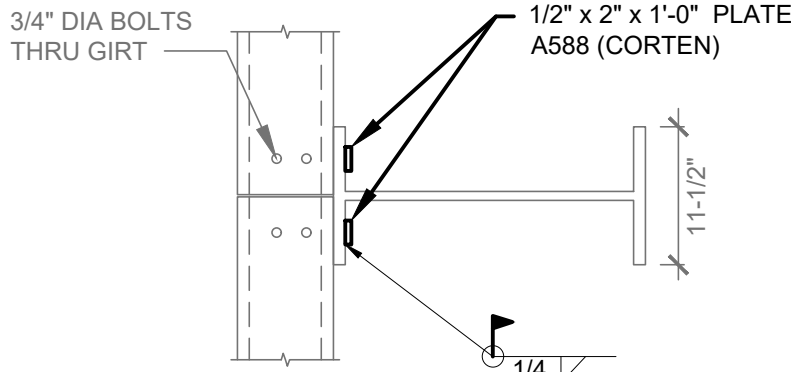
40	40 HOUR WEEK
42.5	42.5 HOUR WEEK
45	45 HOUR WEEK (Default Calendar)
50	50 HOUR WEEK
58	58 HOUR WEEK (W/ SAT.)
60	60 HOUR WEEK (W/ SAT.)



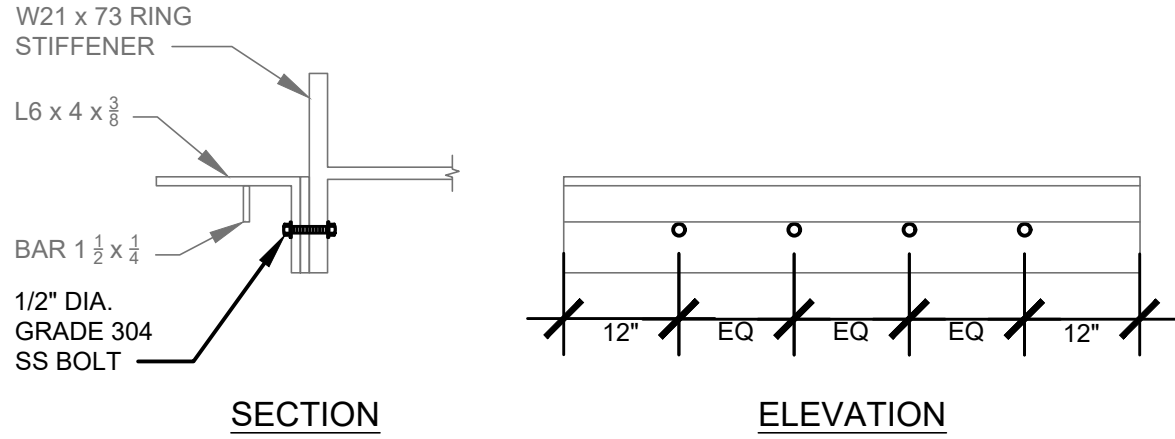
1 COLUMN BASE ANCHOR REPAIR DETAIL
SCALE: NONE



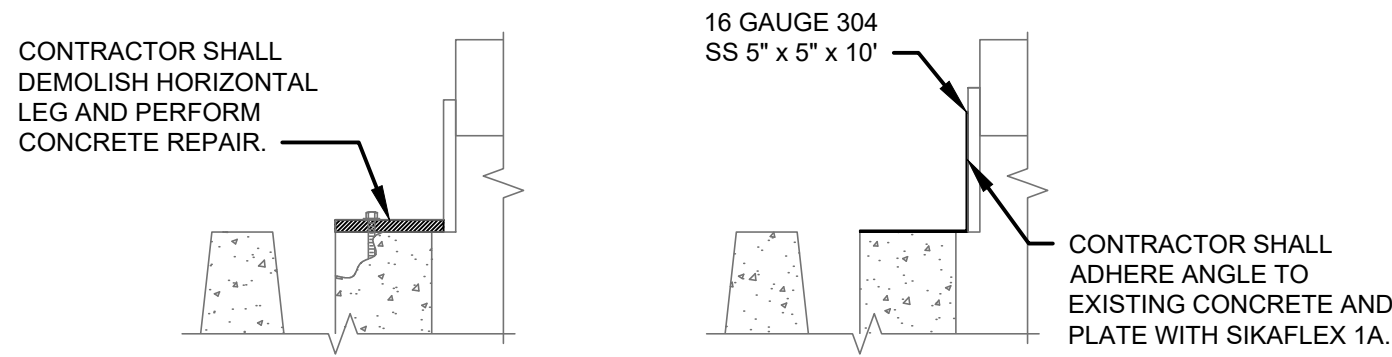
2 COLUMN BASE PLATE REPAIR DETAIL
SCALE: NONE



3 COLUMN AT GIRT REPAIR DETAIL
SCALE: NONE



4 TOP PERIMETER ANGLE BOLT REPAIR DETAIL
SCALE: NONE



5 FRP SUPPORT MEMBER REPAIR DETAIL
SCALE: NONE

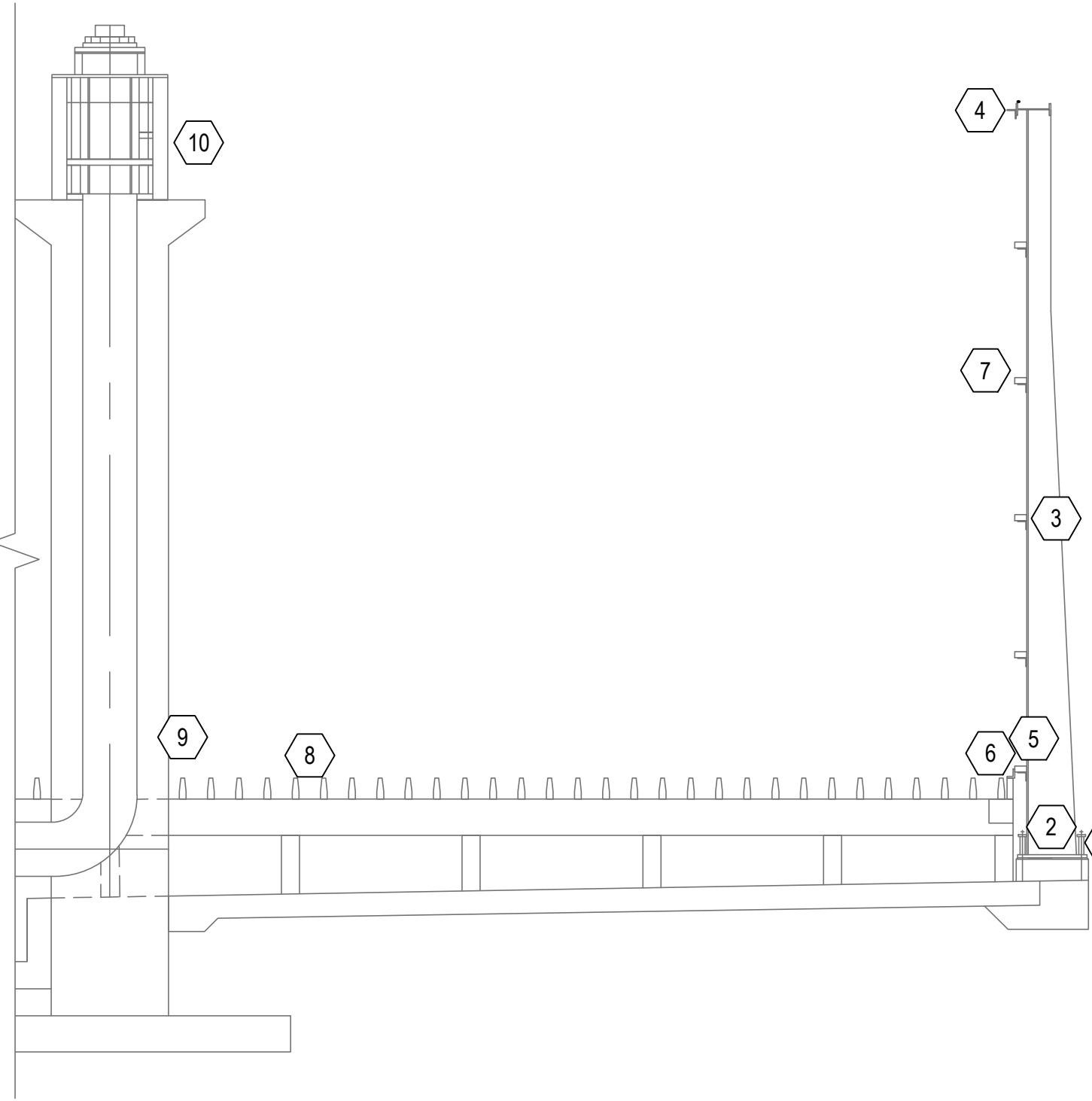


1 PHOTO OF MISSING BOLT
SCALE: NONE

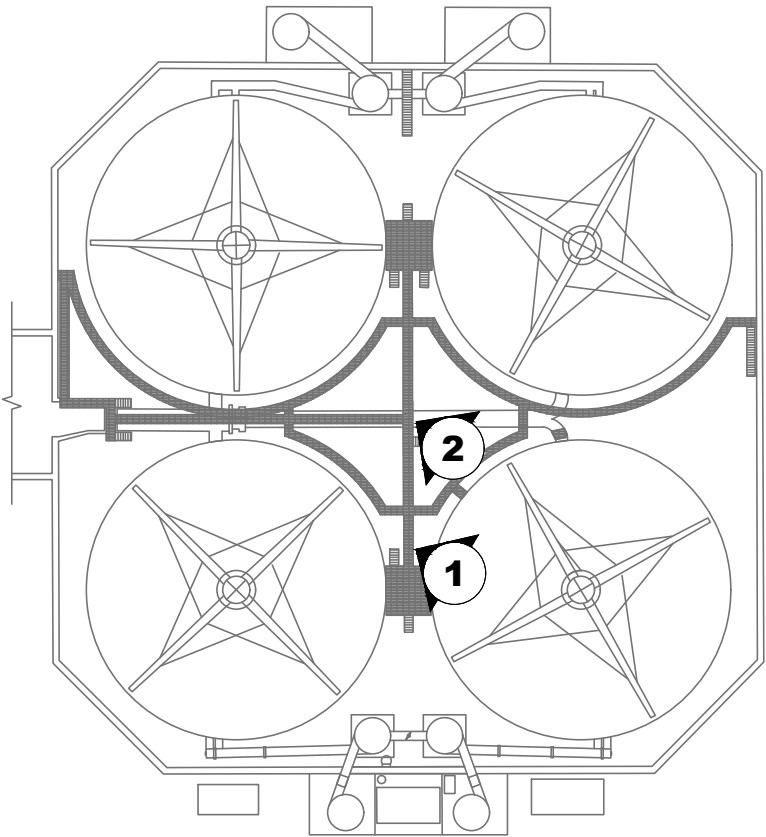


2 PHOTO OF LOOSE BOLT
SCALE: NONE

- ALL WELDS SHALL BE IN COMPLIANCE WITH AWS D1.1
- ELECTRODES SHALL BE LOW HYDROGEN E7018



6 PMTF SECTION - REPAIR LOCATIONS
SCALE: NONE



7 PMTF BASIN - PHOTO LOCATIONS
SCALE: NONE

NOTES:

- CONTRACTOR SHALL INSTALL NEW ANCHOR BOLTS AT EVERY COLUMN BASE AROUND EXTERIOR PERIMETER OF PMTF #4, EXCLUDING THOSE ALREADY INSTALLED. REFER TO DETAIL 1 ON SK-001.
- CONTRACTOR SHALL INSTALL CORTEN STEEL PLATES AT EVERY COLUMN BASE AROUND EXTERIOR PERIMETER OF PMTF #4, EXCLUDING THOSE ALREADY INSTALLED. REFER TO DETAIL 2 ON SK-001.
- CONTRACTOR SHALL INSTALL CORTEN STEEL PLATES AT EVERY GIRT TO COLUMN CONNECTION AROUND PERIMETER OF PMTF #4. REFER TO DETAIL 3 ON SK-001.
- CONTRACTOR SHALL INSTALL BOLTS ON TOP PERIMETER ANGLES OF PMTF #4. REFER TO DETAIL 4 ON SK-001. CONTRACTOR SHALL INSTALL CAULKING BETWEEN ANGLE AND RING STIFFENER TO SEAL AGAINST WATER. BOLTS TO BE 1/2" DIA. GRADE 304 SS.
- CONTRACTOR SHALL DEMOLISH HORIZONTAL LEG OF FRP SUPPORT ANGLE, PERFORM CONCRETE REPAIR, AND INSTALL STAINLESS STEEL FLASHING AROUND THE PERIMETER OF PMTF #4. REFER TO DETAIL 5 ON SK-001. STAINLESS STEEL FLASHING TO BE 16 GAUGE 304 SS 5"x5"x10' CURVED TO RADIUS 50'-1 1/2'. REFER TO DETAIL 1 ON S-501 FOR FULL DEPTH CONCRETE REQUIREMENTS.
- CONTRACTOR SHALL REPLACE EVERY BOLT ON THE LOWEST GIRT AROUND PERIMETER OF PMTF #4. BOLTS TO BE 3/4" DIA. GRADE 316 SS TO MATCH EXISTING.
- CONTRACTOR SHALL COAT GIRTS AROUND THE PERIMETER OF PMTF #4. GIRTS TO BE COATED ON FOUR SIDES. CONTRACTOR SHALL PROVIDE A SEALANT THAT IS SUITABLE FOR AGED CORTEN STEEL. PRODUCT LIFE SHOULD BE GUARANTEED FOR A MINIMUM OF 5 YEARS. CONTRACTOR SHALL REMOVE LOOSE RUST AND PREPARE VIA MANUFACTURER'S PRODUCT SPECIFICATIONS. ACCEPTABLE PRODUCTS INCLUDE:
 - BROMOCO CT-7571 SEALER WITH PREPARATORY ERW-BD NEUTRALIZER.
 - POR15 RUST PREVENTATIVE COATING WITH PREPARATORY CLEANER DEGREASER, METAL PREP, AND AN OPAQUE TOP COAT FOR UV PROTECTION.
 - APPROVED EQUAL.
- CONTRACTOR SHALL PERFORM CONCRETE SURFACE PATCHING ON JOISTS AS MARKED IN THE FIELD. REFER TO DETAIL 3 ON S-501 FOR SURFACE PATCHING REQUIREMENTS.
- CONTRACTOR SHALL PERFORM CONCRETE SURFACE PATCHING ON CENTER COLUMN AT EXPOSED REBAR. REFER TO DETAIL 3 ON S-501 FOR SURFACE PATCHING REQUIREMENTS.
- CONTRACTOR SHALL CLEAN RUST OFF CENTER DRIVE AND DISTRIBUTOR ARMS AND COAT RUSTED AREAS WITH A GALVANIZED COATING.
- CONTRACTOR SHALL REPLACE A MISSING BOLT AND TIGHTEN AN EXISTING BOLT ON THE LOWER CATWALK WITHIN THE PMTF BASIN. REFER TO PHOTO 1, PHOTO 2, AND PLAN 7 ON SK-001 FOR REFERENCE.
- ALL STEEL SHALL BE A588 WEATHERING STEEL.
- WELDING:
 - ALL WELDING TO THE EXISTING CORTEN STEEL SHALL BE LOW HYDROGEN E8018-C1 OR EQUIVALENT ARC WELDING PROCESS.
 - IF CONTAMINANTS CANNOT BE REMOVED BECAUSE OF INACCESSIBILITY OR EXTRA TIGHT ADHESION, THE FIRST SURFACE PASS SHOULD BE MADE WITH E6010 OR E6011 ELECTRODES WITH A SLOW TRAVEL SPEED; THIS WILL ALLOW THE CONTAMINANTS TO RISE TO THE SURFACE WHERE THEY SHOULD BE CLEANED PRIOR TO THE NEXT PASS. E60XX OR E70XX ELECTRODES MAY THEN BE USED AT THE SAME WELD.
 - DO NOT WELD ON WET OR FROST COVERED SURFACES.
 - WHEN THE STEEL TEMPERATURE OF THE EXISTING STEEL IS BETWEEN 0 AND 32 DEGREES F, THE STEEL SHALL BE PREHEATED AND MAINTAINED AT 70 DEGREES F DURING THE WELDING PROCESS. REFERENCE AWS SPECIFICATION FOR PREHEATING REQUIREMENTS.
- CODES:
 - THE INTERNATIONAL CODE COUNCIL - "INTERNATIONAL BUILDING CODE - 2018"
 - AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) "MINIMUM DESIGN LOADS FOR BUILDING AND OTHER STRUCTURES", ASCE 7-16
 - AMERICAN CONCRETE INSTITUTE (ACI) "SPECIFICATIONS FOR STRUCTURAL CONCRETE IN BUILDINGS." ACI 318, LATEST EDITION
 - THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) "SPECIFICATION FOR STEEL BUILDINGS" - LATEST EDITION
 - AMERICAN WELDING SOCIETY (AWS) "STRUCTURAL WELDING CODE" - STEEL, AWS D1.1 MATERIALS

No.	Submittal / Revision	Appr	By	Date
1	STRUCTURAL EVALUATION	HOV	AJM	11/21/25

SUPPLEMENTARY
PMTF #4 REPAIR
DETAILS AND NOTES

Designed By: HOV	Drawn By: AJM	Checked By: HOV
Issue Date: 11/21/25	Project No.: 093585	Scale: AS SHOWN

Drawing No.:

SK-001



1805 Berks Road, Worcester, PA 19490

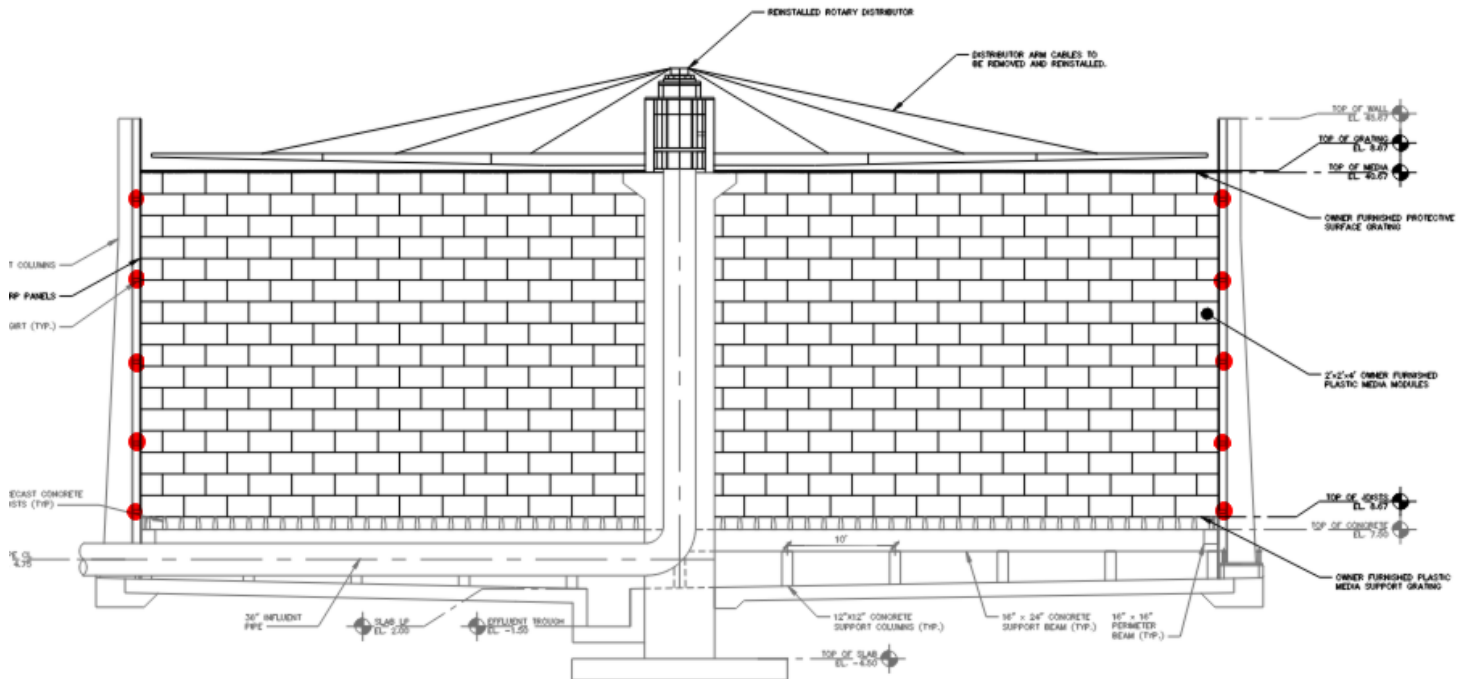
REQUEST FOR INFORMATION RFI0001

Title: Steel Girt Removal
Project: LCA Kline's Island WWTP-Plastic Media Trickling
Filter Rehab
To: CHA
Attn: Dave Wodyka

Date: 2025-11-25
Job No.: 2520281
From: Raymond George
Required: 2025-11-25

Question:

Allan Myers would like to propose removing the steel girts from the PMTF to allow for proper coating to take place in a controlled environment. Please advise if all the girts can be removed from the columns without affecting the structural integrity of the tank.



Requested By: Allan Myers

Date:

November 25, 2025

Signed By:

Raymond George

Lehigh County Authority – Monthly Report to Board of Directors

Upcoming Board Agenda Items & Project Updates – December 2025

Published: December 1, 2025

PART 1 – Upcoming Agenda Items – Action & Discussion Items

FINANCE & ADMINISTRATION

Project Title: Collective Bargaining Agreement: SMART Local 19

Division / Funding: n/a

Status or Action Desired: Approval

Board Action Date: 12/8/2025

Project Phase: n/a

Project Notes: Board approval of the terms of a new collective bargaining agreement with the Sheet Metal, Air, Rail & Transportation Workers (SMART), Local 19 is requested for an effective date of January 1, 2026. Staff Responsibility: Liesel Gross

Project Title: Resolution 12-2025-1: Customer Facility Fees & Connection Fees

Division / Funding: n/a

Status or Action Desired: Approval

Board Action Date: 12/8/2025

Project Phase: n/a

Project Notes: Resolution No. 12-2025-1 is presented for Board consideration to update certain tapping fees including customer facilities and connection fees. The 2026 Customer Facilities Fees and Connection Fees reflect actual costs for LCA purchase and installation of required metering equipment and other installation details for each connection size for water and sewer service. Staff Responsibility: Liesel Gross

Project Title: Boston Beer Pretreatment Services Agreement, Addendum No. 4

Division / Funding: Suburban Division

Status or Action Desired: Approval

Board Action Date: 12/8/2025

Project Phase: n/a

Project Notes: LCA and Boston Beer have a long-standing agreement for pretreatment services provided at the LCA Industrial Pretreatment Plant. The current agreement expires December 31, 2025 and must be extended. In this Addendum No. 4, LCA's pretreatment services will be extended for a period of two years, coinciding with Boston Beer's planned construction of on-site pretreatment facility located at the brewery. Board approval of Addendum No. 4 will be requested at the 12/8/2025 meeting. Staff Responsibility: Liesel Gross

Project Title: Monthly Financial Review

Division / Funding: n/a

Status or Action Desired: Information

Board Action Date: n/a

Project Phase: n/a

Project Notes: The November 2025 monthly financial reports will be sent to the Board in December. Staff Responsibility: Ed Klein

SYSTEM OPERATIONS

Project Title: Monthly Operations Report

Division / Funding: n/a

Board Action Date: n/a

Status or Action Desired: Information

Project Phase: n/a

Project Notes: The November 2025 monthly operations report will be sent to the Board in December. Staff Responsibility: Andrew Moore & Chris Moughan

WATER PROJECTS – SUBURBAN DIVISION

Project Title: Emergency Interconnection Agreement (Bortz Property)

Division / Funding: Suburban Division

Board Action Date: 12/8/2025

Status or Action Desired: Approval

Project Phase: Planning Phase

Project Notes: This Bortz Property water interconnect project has a two part history: (1) existing emergency interconnection Agreement was signed between LCA and SWT in June 2018; (2) various improvements to this existing emergency interconnect was identified in Gannett Fleming's 2024 Water Supply Study for the LCA Central Lehigh Division. The water supply study recommended the addition of motor operated valves, automatic flushing units, SCADA integration, and other incidental items to control the interconnect. These improvements will allow for the remove operation of this emergency interconnect. It has been agreed both by LCA and SWT that the existing 2018 Interconnection Agreement should be updated and revised; therefore, Board authorization is requested at the 12/8/25 meeting to allow for the eventual execution by LCA staff of a newly revised Bortz Property Interconnection Agreement. Staff Responsibility: Phil DePoe & Amy Kunkel

WATER PROJECTS – ALLENTOWN DIVISION

Project Title: Water Filtration Plant: Fluoride System Upgrades

Division / Funding: Allentown Division

Board Action Date: 12/8/2025

Status or Action Desired: Approval

Project Phase: Construction Phase

Project Notes: This project is to prepare detailed design and bidding documents for upgrades to the existing fluoride system at the Water Filtration Plant. The existing system is past its useful life and in need of replacement. The intent is for the design and bidding phases to be completed by the end of 2024 with construction beginning in 2025. Professional Services Authorization was granted at the 8/26/2024 Board meeting. Design phase was completed in the summer of 2025 and the project was advertised for bid on 10/8/2025 with bids received 11/6/25. Construction authorization is being requested at the 12/8/25 Board meeting. Staff Responsibility: Amy Rohrbach

WASTEWATER PROJECTS – KISS ACT 537

Project Title: Western Lehigh Interceptor Parallel Survey

Division / Funding: Suburban Division

Board Action Date: 12/8/2025

Status or Action Desired: Approval

Project Phase: Planning Phase

Project Notes: Within the Act 537 Plan that was submitted to DEP in October 2025, two major interceptors were identified as needing a parallel relief line installed in the near future (beyond 2030 as currently written in the Plan). One of the interceptors, the Little Lehigh Interceptor owned by the City of Allentown, was identified as needing a parallel line. This proposed parallel line will be known as the KISS Relief Interceptor (KRI) and the proposed alignment was successfully surveyed in 2024. Another interceptor, the Western Lehigh Interceptor (WLI) owned by Lehigh County Authority, was also identified as needing a parallel line. This proposed WLI survey project entails the aerial and ground survey of approximately 300 acres and 12.5 miles in length. The current WLI was installed adjacent to the Little Lehigh Creek and the proposed parallel line is anticipated to follow this alignment. In addition, Lower Macungie Township has plans to install a walking trail along the Little Lehigh Creek and the results of this survey will be utilized to finalize this walking trail design. At the December 8, 2025 Board meeting, authorization will be requested to proceed with this survey. Staff Responsibility: Phil DePoe

WASTEWATER PROJECTS – SUBURBAN DIVISION

Project Title: Industrial Pretreatment Plant Master Plan

Division / Funding: Suburban Division

Board Action Date: 12/8/2025

Status or Action Desired: Approval

Project Phase: Planning Phase

Project Notes: This project involves the preparation of a Master Plan for the LCA Industrial Pretreatment Plant. An initial Master Plan was authorized by the Board on December 13, 2021, with the plan developed in 2022 and delivered in April 2023. The Plan included full-scale condition assessments, review of treatment process optimization, and development of short-term and long-term capital plans. Due to the high cost of facility rehab and expansion, additional value engineering work was completed in March 2024. An external stakeholder engagement process was then initiated to develop additional recommendations for LCA consideration. A review of the stakeholder process and final recommendation for inclusion in the Act 537 Plan was presented at the August 12, 2024 Board meeting. Since that time, significant additional stakeholder engagement has occurred to identify funding sources for a full upgrade to the facility. An update to the PTP evaluation was provided to the LCA Board in August 2025, with a review of the engineering evaluation was provided in September 2025. At the December 8, 2025 Board meeting, staff will present an update on discussions with industrial and municipal partners regarding financing of the updated project, and Board approval to enter into negotiations for partner cost-sharing agreements will be requested. Staff Responsibility: Liesel Gross & Albert Capuzzi

WASTEWATER PROJECTS – ALLENTOWN DIVISION

Project Title: Kline's Island WWTP - Plastic Media Trickling Filter Rehabilitation

Division / Funding: Allentown Division

Board Action Date: 12/8/2025

Status or Action Desired: Approval

Project Phase: Construction Phase

Project Notes: The Plastic Media Trickling Filter (PMTF) towers are approximately fifty years old and the media has reached the end of its service life. This project includes a condition assessment of the existing PMTFs and a multi-year rehabilitation effort. Improvements will include concrete structural repairs, removal of existing media and installation of new media, replacement of the exterior panels and all necessary structural and piping improvements. Preliminary engineering for PMTF #4 began February 2025 and a Conceptual Design submission was made to the City of Allentown on 4/23/25. Due to the long lead time on plastic media procurement (6-8 months), the media will be prepurchased so that the tight construction window can be maintained, and the plant can continue to meet permit limits which are more stringent in the warmer months. Capital Project Authorization for media procurement from Brentwood Industries via the Costars Purchasing Cooperative was authorized at the 6/9/2025 meeting. The construction bid for this project was advertised and posted to PennBID on 7/25/25 and bids were received 8/22/25. Construction authorization was issued at the 9/8/25 Board meeting. A Notice to Proceed was issued 9/17/2025 and a pre-construction meeting is scheduled for 9/25/25. A construction change order for repairs to the existing steel girts is being requested at the 12/8 Board meeting. These repairs are necessary due to deterioration of the existing structural steel members and will extend the life expectancy of this structure. Staff Responsibility: Amy Rohrbach

PART 2 – Project Updates – Information Items

FINANCE & ADMINISTRATION

Project Title: Safety Process & Procedures

Division / Funding: All Divisions

Status or Action Desired: Discussion

Board Action Date: 1/12/2026

Project Phase: n/a

Project Notes: Discussion of LCA safety tracking, root cause analysis, and processes related to job safety analyses.

Staff Responsibility: Jeff Nelson

Project Title: LCA Munis ERP System Planning & Re-Implementation

Division / Funding: All Divisions

Status or Action Desired: Updated

Board Action Date: 1/12/2026

Project Phase: Planning Phase

Project Notes: Within the 2022-2027 Strategic Plan, LCA has identified the need to improve its administrative and financial processes to eliminate paper-based and spreadsheet-based processes, improve reporting accuracy and efficiency, and provide greater opportunity for self-service access for employees and customers. A key component of this initiative is to evaluate the configuration and use of the Enterprise Resource Planning (ERP) system currently in place, Munis, to determine if the system can meet LCA's needs. At the April 11, 2022 Board meeting, approval was granted for a professional services authorization for Raftelis to assist with this evaluation and needs analysis. The needs analysis was completed in July 2022, with a recommendation presented to LCA for several next steps leading to a full re-implementation of Munis. At the September 12, 2022 Board meeting, authorization was granted for Raftelis to move forward with planning tasks, detailed business process review steps, and Munis re-implementation program support. Over the past year, significant additional work has been completed internally, and with Raftelis support, to prepare for this project. A contract with Tyler Technologies for implementation support services for the project to re-implement the Munis system with new modules and integrations, was approved by the Board in October 2023. During 2024 and early 2025, significant team effort was required to fully reconfigure LCA's financial structure, implement new modules for human resources and project accounting, and more. The team successfully achieved a "go live" date of the new implementation on July 1, 2025. In January 2026, a review of this project will be provided to summarize benefits achieved and remaining integration and end-user training that is required. Staff Responsibility: Chris Moughan & Brooke Neve

Project Title: Project Management / Construction Management Software Installation & Setup

Division / Funding: All Divisions

Status or Action Desired: Updated

Board Action Date: 1/12/2026

Project Phase: Planning Phase

Project Notes: Lehigh County Authority (LCA) staff have identified the need for a tool to help project managers lead and execute projects effectively and consistently from the study phase through design and construction. This is an especially critical need for the organization as the project workload over the next several years is expected to expand dramatically as plans are finalized for the regional Act 537 Plan, and growing capital improvements needs to address new state and federal water quality regulations. A technical solution was reviewed by staff to provide consistent systems and tools for data management, project communication and document management, financial and schedule management, cross-departmental collaboration, and contractor management. At the January 8, 2024 Board meeting approval was granted for Procore acquisition, installation and setup. The setup and training process was completed over the course of approximately 18 months. At the January 12, 2026 meeting, staff will review the project and provide a summary of key benefits along with remaining integration tasks that must be completed. Staff Responsibility: Jason Peters

Project Title: Capital Program Management ServicesDivision / Funding: All DivisionsBoard Action Date: 1/12/2026Status or Action Desired: UpdatedProject Phase: Planning Phase

Project Notes: Lehigh County Authority (LCA) staff have identified the need for assistance to standardize project scheduling and provide real time tracking of projects in the Capital Plan. This will enhance the process of major capital improvement submissions to the City and provide a vehicle for actively tracking all phases of all capital projects for schedule compliance. Authorization to retain the services of Envision Consultants was granted at the 12/9/2024 LCA Board meeting. The consultant completed the standardized template schedule at the end of Summer 2025. At the January 12, 2026 meeting, staff will present a summary of the work completed by Envision, along with a review of how new scheduling protocols will be used at LCA for improved project management. Staff Responsibility: Chuck Volk

PART 3 – Open Project List – No Updates

Project Category	Project Title	Division / Funding	Project Phase	Staff Responsibility
Finance & Administration	LCA Building Optimization Study & Master Plan	All Divisions	Planning Phase	Stephen Boone
Finance & Administration	LCA Strategic Plan - Progress Reporting	All Divisions	n/a	Liesel Gross
Finance & Administration	Allentown Water & Sewer Lease Bonds: Bondholder Consent	Allentown Division	Project Closeout	Ed Klein
System Operations	Suburban Water & Wastewater Facilities - SCADA System Upgrade	Suburban Division	Construction Phase	Chris Moughan
System Operations	Watershed Monitoring Program	Suburban Division	Planning Phase	Andrew Moore
Water - Suburban	2025 Water Meter Replacements	Suburban Division	Construction Phase	Amy Kunkel
Water - Suburban	North Whitehall Division - Second Water System Interconnection	Suburban Division	Design Phase	Amy Kunkel
Water - Suburban	Suburban Division Lead Service Line Inventory Program & Compliance Planning	Suburban Division	Planning Phase	Albert Capuzzi
Water - Suburban	Central Lehigh and North Whitehall Systems – Water Supply Study	Suburban Division	Planning Phase	Phil DePoe
Water - Suburban	Upper System Pump Station and Main Extension	Suburban Division	On Hold	Amy Kunkel
Water - Suburban	Water Main Replacement Program Cycle 8	Suburban Division	Design Phase	Jason Peters
Water - Suburban	Buss Acres Water System Interconnection & PFAS Remediation	Suburban Division	Design Phase	Amy Kunkel
Water - Allentown	Lead Service Line Replacement Project Cycle 2	Allentown Division	Construction Phase	Anton Siekmann
Water - Allentown	Large Diameter Valve Rehabilitation & Replacement Program	Allentown Division	Construction Phase	Chuck Volk
Water - Allentown	Water Filtration Plant: PFAS Treatment	Allentown Division	Design Phase	Amy Rohrbach

Project Category	Project Title	Division / Funding	Project Phase	Staff Responsibility
Water - Allentown	Water Filtration Plant: Redundant Raw Water Line	Allentown Division	Design Phase	Amy Rohrbach
Water - Allentown	30" & 36" East Side Transmission Main Repair Project	Allentown Division	Construction Phase	Jason Peters
Water - Allentown	Lehigh River Pump Station Upgrades	Allentown Division	Design Phase	Amy Rohrbach
Water - Allentown	Allentown Division Lead Service Line Inventory Program & Compliance Planning	Allentown Division	Planning Phase	Reni Keane-Dengel
Water - Allentown	Badger Meter Replacements	Allentown Division	Construction Phase	Amy Kunkel
Water - Allentown	Water Filtration Plant: Emergency Power Design	Allentown Division	Design Phase	Amy Rohrbach
Water - Allentown	Water Main Replacement Program Cycles 9 - 11	Allentown Division	Design Phase	Jason Peters
Water - Allentown	Water Filtration Plant: Filter Upgrade Project	Allentown Division	Construction Phase	Amy Rohrbach
Water - Allentown	Lead Service Line Replacement Project Cycle 1	Allentown Division	Construction Phase	Reni Keane-Dengel
Sewer - Act 537	Sanitary Sewer Collection System: City of Allentown Manhole Rehabilitation	Allentown Division	Design Phase	Jason Peters
Sewer - Act 537	Sanitary Sewer Collection System: City of Allentown Manhole Inspections	Allentown Division	Planning Phase	Phil DePoe
Sewer - Act 537	Kline's Island Sewer System - Act 537 Plan	City of Allentown (AO)	Planning Phase	Phil DePoe
Sewer - Act 537	KISS System Modeling - Sewage Billing Meter QA/QC Data Analytics and Flow Metering Program	City of Allentown (AO)	Planning Phase	Phil DePoe
Sewer - Act 537	Legal Services: Development of New Intermunicipal Agreement(s)	City of Allentown (AO)	Planning Phase	Liesel Gross
Sewer - Act 537	Western Lehigh Interceptor Municipalities Test & Seal Lateral Grouting Project, Year 2 (2025)	Suburban Division	Construction Phase	Jason Peters
Sewer - Act 537	Western Lehigh Service Area - Engineering & Program Support	Suburban Division	Planning Phase	Phil DePoe

Project Category	Project Title	Division / Funding	Project Phase	Staff Responsibility
Sewer - Act 537	Upper Western Lehigh Pump Station & Force Main	Suburban Division	Construction Phase	Amy Kunkel
Sewer - Act 537	Western Lehigh Interceptor Municipalities Test & Seal Lateral Grouting Project	Suburban Division	Construction Phase	Jason Peters
Sewer - Suburban	Heidelberg Heights Sewer System: I&I Source Reduction Program	Suburban Division	Construction Phase	Chuck Volk
Sewer - Suburban	Pretreatment Plant - Critical Upgrades	Suburban Division	Construction Phase	Chuck Volk
Sewer - Suburban	North Whitehall Township Act 537 Plan	Suburban Division	Planning Phase	Phil DePoe
Sewer - Suburban	Arcadia WWTP Screening System Project	Suburban Division	Construction Phase	Anton Siekmann
Sewer - Suburban	Wynnewood Terrace WWTP Expansion - Developer Cost-Sharing Agreement	Suburban Division	Design Phase	Chuck Volk
Sewer - Suburban	Pretreatment Plant (PTP) Electrical Study	Suburban Division	Planning Phase	Chuck Volk
Sewer - Suburban	Lynn Township Corrective Action Plan	Suburban Division	Planning Phase	Jason Peters
Sewer - Suburban	LCA Meter Stations 1 and 2 Upgrades	Suburban Division	Project Closeout	Chuck Volk
Sewer - Allentown	Sanitary Sewer Collection System: I&I Source Reduction Program (LCA Year 2)	Allentown Division	Construction Phase	Jason Peters
Sewer - Allentown	Kline's Island WWTP: Substation No. 1 and Switchgear Replacement	Allentown Division	Construction Phase	Amy Rohrbach
Sewer - Allentown	Kline's Island WWTP - Building Renovations	Allentown Division	Design Phase	Anton Siekmann
Sewer - Allentown	Kline's Island WWTP - Wet Weather Improvements - Phase 1	Allentown Division	Design Phase	Amy Rohrbach
Sewer - Allentown	Kline's Island WWTP: Chemically Enhanced Primary Treatment Study	Allentown Division	Planning Phase	Stephen Boone
Sewer - Allentown	Allentown Division I&I Program – Programmatic Support, Trout Creek & Eastside Basins	Allentown Division	Planning Phase	Stephen Boone

Project Category	Project Title	Division / Funding	Project Phase	Staff Responsibility
Sewer - Allentown	Kline's Island WWTP: 2025 Architectural and Structural Upgrades	Allentown Division	Construction Phase	Anton Siekmann
Sewer - Allentown	Kline's Island WWTP - Final Settling Tanks 1-4 Upgrades	Allentown Division	Construction Phase	Amy Rohrbach
Sewer - Allentown	Sanitary Sewer Collection System: I&I Source Reduction Program (LCA Year 1)	Allentown Division	Construction Phase	Jason Peters