

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BEFORE THE SECRETARY OF THE COMMONWEALTH

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Commonwealth of Pennsylvania :  
Bureau of Charitable Organizations, :

vs. :

Coaldale Community Ambulance :  
Association and Michael J. Erbe, :  
Respondents :

Docket No. 0015 98-04  
File Nos. 04-98-10324  
04-98-10897

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**CONSENT AGREEMENT AND ORDER**

The Commonwealth of Pennsylvania, Bureau of Charitable Organizations (“Bureau”) and the Coaldale Community Ambulance Association and Michael J. Erbe (“Respondents”) stipulate as follows in settlement of the above-captioned case.

**JURISDICTION**

1. This matter is before the Secretary of the Commonwealth (“Secretary”) pursuant to the Solicitation of Funds for Charitable Purposes Act, Act of December 19, 1990, P.L. 1200, No. 202, *as amended* (“Act”), 10 P.S. §§162.1-162.24.

2. Respondent, Coaldale Community Ambulance Association (“Coaldale Ambulance”), has never been registered as a charitable organization in the Commonwealth of Pennsylvania.

3. At all relevant and material times, Respondent, Michael J. Erbe (“Erbe”), was president of Coaldale Community Ambulance Association.

**STIPULATED FACTS**

4. Respondents admit that the following allegations are true:

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- a. Coaldale Ambulance's last known business address is 300 West Water Street, Coaldale, PA 18218.
- b. Erbe's last known address is 22 West Lehigh Street, Coaldale, PA 18218.
- c. Coaldale Ambulance conducts business as a charitable organization as defined by the Act.
- d. Respondents were requested to provide fiscal records of Coaldale Ambulance's activities and were not able to do so.
- e. Although it appears that Coaldale Ambulance is exempt from registration, pursuant to Section 162.6 of the Act, Coaldale Ambulance and Erbe, as president of Coaldale Ambulance, is and at all times, was required to comply with the requirements of the Act, including but not limited to, the requirement to keep true and accurate fiscal records of Coaldale Ambulance's activities.

#### **AGREED VIOLATIONS**

5. Coaldale Ambulance agrees that by engaging in the foregoing activities it violated the Act at 10 P.S. §162.15(a)(1), by and through §162.12, in that Coaldale Ambulance failed to keep true and accurate fiscal records of its activities.

6. Erbe agrees that by engaging in the foregoing activities he violated the Act at 10 P.S. §162.15(a)(1), by and through §162.12, in that Erbe, individually and as president of Coaldale Ambulance, failed to keep true and accurate fiscal records of Coaldale Ambulance's activities.

**PROPOSED ORDER**

7. The participants consent to the issuance of the following Order in settlement of this matter:

a. Respondents violated the Act at 10 P.S. § 162.15(a)(1) by and through §162.12.

b. An **ADMINISTRATIVE FINE** of one thousand dollars (\$1,000.00) is levied upon Respondents, jointly and severally. Respondents shall tender the full sum of one thousand dollars (\$1,000.00) with this executed Consent Agreement which shall be paid by **certified check, cashier's check, attorney's check, or U.S. Postal money order made payable to the "Commonwealth of Pennsylvania."**

c. Respondents acknowledge the requirement to keep true and accurate fiscal records and understand that the Bureau may audit the records of Coaldale Ambulance at anytime.

8. This case shall be deemed settled and discontinued upon the Secretary issuing an Order adopting this Consent Agreement and the Respondents' successful completion of any ordered discipline.

**ACKNOWLEDGEMENT OF NOTICE AND WAIVER OF HEARING**

9. Respondents waive the filing of an Order to Show Cause in this matter. Respondents knowingly and voluntarily waive the right to an administrative hearing in this matter, and to the following rights related to that hearing: to be represented by counsel at the hearing; to present witnesses and testimony in defense or in mitigation of any sanction that may be imposed for a

violation; to cross-examine witnesses and to challenge evidence presented by the Bureau; to present legal arguments by means of a brief; and to take an appeal from any final adverse decision.

**AGREEMENT NOT BINDING ON OTHER PARTIES**

10. This Consent Agreement is between the Bureau and Respondents only. It does not bind any other administrative entity of the Commonwealth of Pennsylvania, including any other bureau within the Department of State. Except as otherwise noted, this Agreement is to have no legal effect if *a)* the Office of General Counsel expresses an objection to the Agreement's form or legality and/or *b)* unless and until the Secretary issues the stipulated Order.

**EFFECT OF SECRETARY'S REJECTION**

11. Should the Secretary not approve this Consent Agreement, presentation to and consideration of this Consent Agreement and other documents and matters by the Secretary shall not prejudice the Secretary from further participation in the adjudication of this matter. This paragraph is binding on the participants even if the Secretary does not approve this Consent Agreement.

**ENTIRE AGREEMENT**

12. This Agreement contains the whole agreement between the parties; provided, however, that the captions printed in the various provisions of this agreement are for ease of reading only and are not to be interpreted as forming any part of this agreement. There are no other terms, obligations, covenants, representations, statements or conditions, or otherwise, of any kind whatsoever, concerning this Agreement.

**AGREEMENT DOES NOT PREVENT REFERRAL TO OTHER AGENCIES**

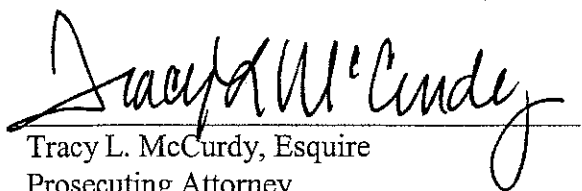
13. The parties acknowledge that other federal, state, and/or local agencies may have

jurisdiction over the activities of, or representations made by, Respondents and the officers, directors, agents, employees or independent contractors of Coaldale Ambulance. Nothing in this Consent Agreement or the Order based upon this Consent Agreement shall preclude representatives of the Bureau from referring any information or data produced as a result of this matter to any federal, state, or local agency or governmental unit having jurisdiction over the activities of Respondents or any officer, director, agent, employee or independent contractor of Coaldale Ambulance.

**VERIFICATION OF FACTS AND STATEMENTS**

14. Respondents verify that the facts and statements set forth in this Agreement are true and correct to the best of Respondents' knowledge, information and belief. Respondents understand that statements in this Agreement are made subject to the criminal penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

Coaldale Community Ambulance Association



Tracy L. McCurdy, Esquire  
Prosecuting Attorney  
Department of State

DATED: 12-17-04

By: 

Title:  
Respondent

DATED: December 12, 2004



Michael J. Erbe  
Respondent

DATED: Dec 12, 2004



**IN THE MATTER OF  
COALDALE COMMUNITY AMBULANCE ASSOCIATION  
and MICHAEL J. ERBE  
FILE NOS. 04-98-10324 and 04-98-10897**

**ORDER**

AND NOW, this 20<sup>th</sup> day of December, 2004, the terms of paragraph 7 of the foregoing Consent Agreement are hereby adopted and incorporated as the Order of the Secretary of the Commonwealth in resolution of this matter. This Order shall take effect immediately.

BY ORDER

Pedro A. Cortés  
Pedro A. Cortés  
Secretary of the Commonwealth