

**BOROUGH OF ALBURTIS  
LEHIGH COUNTY, PENNSYLVANIA**

Ordinance No. 461

(Duly Adopted July 25, 2007)

AN ORDINANCE AUTHORIZING THE BOROUGH OF ALBURTIS TO ENTER INTO AN INTERCONNECTION AGREEMENT WITH LEHIGH COUNTY AUTHORITY AND THE ALBURTIS BOROUGH AUTHORITY IN ORDER TO PROVIDE FOR THE INTERCONNECTION OF THE ALBURTIS AND LEHIGH COUNTY AUTHORITY PUBLIC WATER SYSTEMS SO THAT WATER CAN BE TRANSFERRED TO THE ALBURTIS SYSTEM IN CASE OF AN EMERGENCY, AND FOR LEHIGH COUNTY AUTHORITY TO PROVIDE WATER SERVICE TO CERTAIN PROPERTIES IN THE BOROUGH OF ALBURTIS; INCLUDING PROVISIONS RELATING TO DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, AND OWNERSHIP OF WATER MAINS, A METER PIT, VALVES, AND A METER, AND PAYMENT FOR WATER TRANSFERRED IN AN EMERGENCY.

**WHEREAS**, the Borough of Alburtis has approved a subdivision/land development known as “The Hills at Lock Ridge—West” (“**Development**”) which includes property in both the Borough of Alburtis and Lower Macungie Township; and

**WHEREAS**, the approved plans for the Development provide that most, but not all, of the lots in the Development are to be served by public water provided by water mains in streets within the Borough of Alburtis, to be owned by the Alburtis Borough Authority and included within the lease to the Borough of Alburtis of all water system facilities owned by the Alburtis Borough Authority; and

**WHEREAS**, the approved plans for the Development provide that certain lots in the Development are to be served by public water provided by a water main in a street within Lower Macungie Township, and the said water main is to be owned by the Lehigh County Authority; and

**WHEREAS**, the proximity of the water lines of the Alburtis system and the water lines of the Lehigh County Authority system presents an opportunity for the systems to

be interconnected so that water can be transferred from the Lehigh County Authority system to the Albutis system in case of an emergency; and

**WHEREAS**, Borough Council desires to enter into an Agreement with the Lehigh County Authority and the Albutis Borough Authority in the form attached to this Ordinance in order to provide for the interconnection of the water systems and for Lehigh County Authority to provide water service to certain properties in the Borough of Albutis;

**NOW, THEREFORE**, be it **ORDAINED** and **ENACTED** by the Borough Council of the Borough of Albutis, Lehigh County, Pennsylvania, as follows:

**SECTION 1.** Chapter 64 of the Albutis Codified Ordinances (relating to Water) is amended by adding the following new Article VIII after existing Article VII:

**Article VIII — Authorization of Agreements, Etc.**

**§ 64-801 2007 Interconnection Agreement with Lehigh County Authority.**

The Borough of Albutis shall enter into an Interconnection Agreement with Lehigh County Authority and the Albutis Borough Authority in the form attached to Ordinance 461 as **Exhibit 1**, which is incorporated into this Article by reference, *provided that* the governing bodies of the other parties shall also approve the execution of the Agreement. The President (or Vice President) of Borough Council and the Executive Secretary are hereby authorized and directed to execute and attest the Agreement on behalf on the Borough upon the approval of the Agreement by all of the parties.

**SECTION 2.** The attached **Exhibit 1** (including Exhibit A to Exhibit 1) is incorporated into this Ordinance by reference.

**DULY ORDAINED** and **ENACTED** by the Borough Council of the Borough of Al-  
burtis, this 25<sup>th</sup> day of July, 2007, in lawful session duly assembled.

BOROUGH COUNCIL  
BOROUGH OF ALBURTIS

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Steven R. Hill, President

Attest:

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Melanie Hansen, Executive Secretary

**AND NOW**, this 25<sup>th</sup> day of July, 2007, the above Ordinance is hereby **APPROVED**.

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Russell J. Afflerbach, Mayor

**INTERCONNECTION AGREEMENT**  
(Borough of Alburdis - Lehigh County Authority)

THIS AGREEMENT, made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2007,  
by and between

**BOROUGH OF ALBURDIS**, a Pennsylvania borough (hereinafter referred to as the "Borough"), and the **ALBURDIS BOROUGH AUTHORITY**, a Pennsylvania municipal authority (hereinafter referred to as "Borough Authority"), both with offices located at 260 Franklin Street, Alburdis, Lehigh County, Pennsylvania, parties of the first part (hereinafter both referred to jointly as "Alburdis"),

AND

**LEHIGH COUNTY AUTHORITY**, a Pennsylvania municipal authority with offices located at 1053 Spruce Street, Wescosville, Lower Macungie Alburdis, Lehigh County, Pennsylvania (hereinafter referred to as the "Authority"), party of the second part.

WITNESSETH:

WHEREAS, Alburdis and the Authority provide water to the public in adjoining areas of Lehigh County; and

WHEREAS, with an interconnection between the two systems, the Authority system would be able to assist the Alburdis system during an emergency; and

WHEREAS, the proposed construction of a development known as *THE HILLS AT LOCK RIDGE - WEST* (hereinafter referred to as the "Development") that straddles the boundary of the two water systems presents an opportunity to have an interconnection between the systems installed with improved service to the Development.

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. An 8-inch ductile iron water main and appurtenances will be constructed in Furnace Drive at the time the water system to serve the Development is under construction to interconnect the two systems. A meter pit with two isolation valves on either side of the pit, together with a meter, will be constructed on the 8-inch main inside the Borough of Alburdis limits near the Lower Macungie Township boundary line

(hereinafter the meter pit, valves, and meter shall be referred to as the "Project"). At the request of Alburdis, the flow will be only from the Authority system to the Alburdis system, so the Project will be designed accordingly. The Project will meet minimum construction standards of both parties, although the initial design shall be according to Authority design standards. The Water Meter and Pit Detail prepared by The Pidcock Company as part of the subdivision plans as last revised on 23 April 2007, Sheet 20, (attached hereto as Exhibit 'A') shall be the basis of design. A meter bypass line shall be installed. The valve on the by-pass line will be normally closed.

2. Since the water main in the portion of Furnace Drive located in Lower Macungie Township will be owned by the Authority, all premises connected to this water main shall be Authority customers whether or not the structure is located in Alburdis or Lower Macungie Township. (The lots within the Borough which are to be connected to this water main are Lots 2 through 16 of the Development. Lots 1, 17, 45, and 84 will not be connected to this water main and will be Alburdis customers.) Connection of Authority customers shall be made in accordance with the Authority's Rules and Regulations for Water Service, and all applicable Authority fees shall apply to its customers. Alburdis shall have no responsibility for any fees or other obligations to the Authority related to the connection of any premises in the Borough of Alburdis to the Authority's water main in Furnace Drive. Alburdis shall own the water system facilities within the Borough.

3. Alburdis agrees that it shall be responsible for all aspects of constructing the Project, including engineering, permitting, construction and inspection, and that all work shall be done at no cost to the Authority, including payment of administrative costs. The design shall be subject to review and approval by the Authority's engineer. Alburdis shall be responsible for obtaining any necessary amendments to the Alburdis and Authority Public Water Supply Permits. While Alburdis shall have primary responsibility for inspection and oversight of the construction of the Project, the Authority's engineer may inspect the Project to assure compliance with its standards and the approved design. It is understood and agreed that Alburdis intends to assign and delegate all of its responsibilities under this Agreement to design and construct the Project (including those described in the first and third sentences of this paragraph 3) to the developer of the Development, while retaining the rights and obligations to review and approve the design of the Project and inspect the construction of the Project. If the developer of the Development does not agree to such an assignment and delegation within sixty (60) days after the date of this Agreement, then this Agreement shall become null and void ab initio.

4. The upstream valve in the meter pit, before the meter by-pass line, shall be fitted with an Alburdis lock and an Authority lock, so that both Alburdis and the Authority must be present to allow operation of the valve. The valve shall normally be closed. Alburdis shall own the meter pit and meter.

5. Operation, maintenance and repair responsibility for the Project shall rest with Alburdis. Alburdis shall be responsible for the operation, maintenance and repair of water system facilities within the Borough limits, and the Authority shall be

responsible for the operation, maintenance and repair of water system facilities in Lower Macungie Township. Alburdis shall be responsible for testing and calibration of the meter annually and providing the Authority with confirmation of the results.

6. The Authority agrees to assist Alburdis 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 Authority to do so without seriously compromising service to its own customers. In the event that usage restrictions are required in order to permit both systems to enjoy service, the Authority and Alburdis shall equally apply such restrictions. A longer-term emergency shall require the written approval of the Authority and Alburdis.

7. The Authority shall read the meter and bill Alburdis during periods of emergency use. Otherwise, annual readings will be taken by the Authority to check for leakage. All water passing through the meter shall be billed to Alburdis. Alburdis agrees to pay the cost of water provided pursuant to this Agreement as determined by multiplying the quantity of water transferred, as determined by Project meter readings, by the unit cost in the Authority's lowest rate block.

8. The terms of this Agreement shall apply in perpetuity, unless amended by consent of all parties. If the parties later desire to use the interconnection to provide permanent water service to Alburdis, the Interconnection Agreement must be renegotiated to address the Authority terms of service, including rates and tapping fees.

9. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement.

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

11. This Agreement shall be binding upon and shall inure to the benefit of the parties, successors and assigns. However, if the Alburdis water system is ever assigned to, transferred to, acquired by, sold to or merged with another entity other than one of the parties to this Agreement, the Authority shall have the right to terminate this Agreement at its sole discretion.

12. 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.

13. This Agreement shall be executed in multiple counterparts, each of whom shall be regarded for all purposes as an original, and such counterpart shall constitute one and the same instrument.

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

\_\_\_\_\_  
Bradford E. Landon:  
Solicitor

By:\_\_\_\_\_  
Aurel M. Arndt  
General Manager

ATTEST:

BOROUGH OF ALBURTIS

\_\_\_\_\_  
Melanie Hansen  
Executive Secretary

By:\_\_\_\_\_  
Steven R. Hill  
President of Borough Council

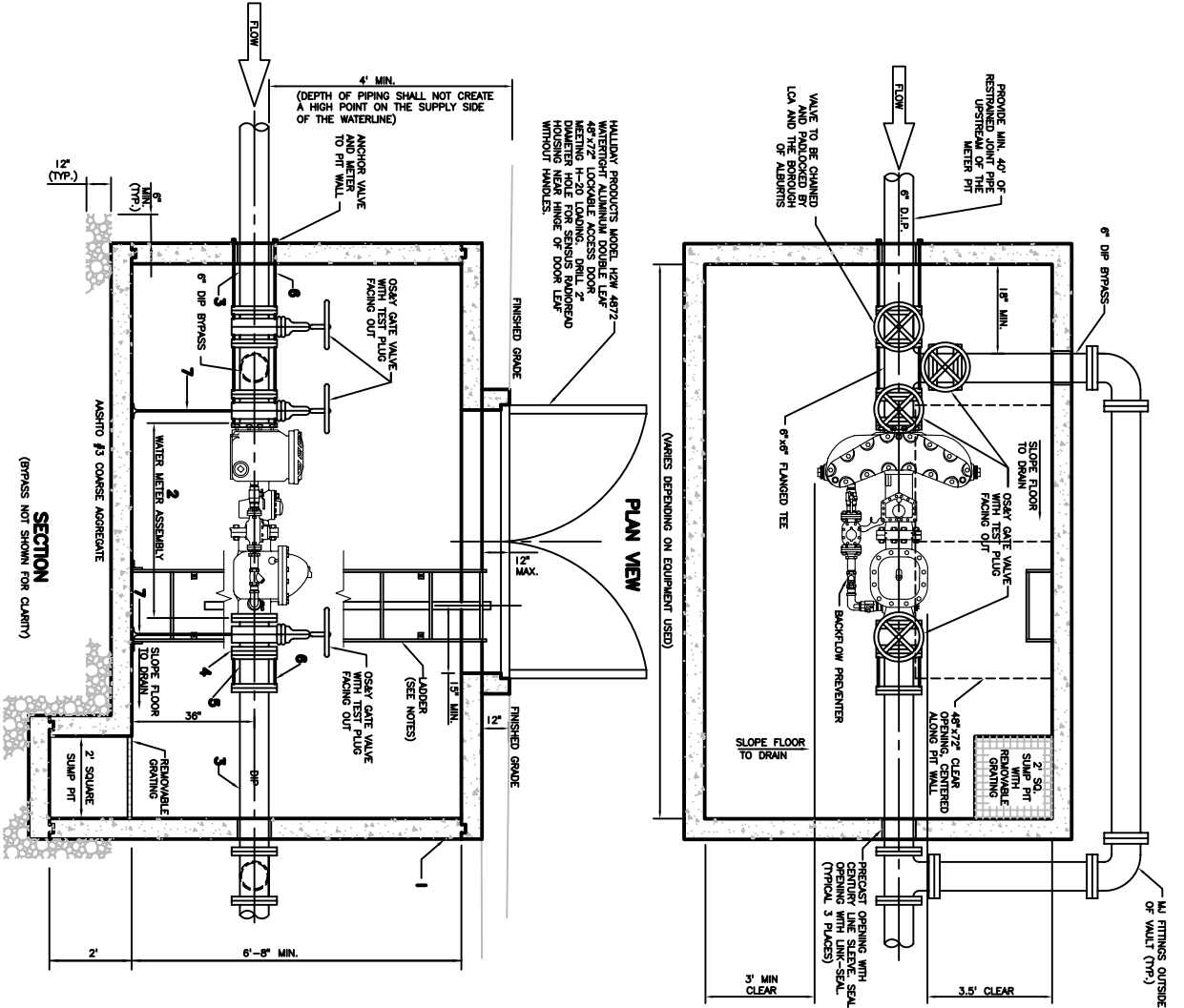
ATTEST:

ALBURTIS BOROUGH AUTHORITY

\_\_\_\_\_  
Melanie Hansen  
Secretary

By:\_\_\_\_\_  
Steve Werley  
Chairman

**WATER METER AND PIT DETAIL**  
 NO SCALE



**GENERAL NOTES:**

- PIT AND LID SHALL BE REINFORCED CONCRETE DESIGNED TO WITHSTAND HS-20 HIGHWAY LOADING. SUBMIT DESIGN ENGINEER'S SEALED SHOP DRAWINGS TO ENGINEER PRIOR TO CONSTRUCTION.
- CONCRETE: PG # 28 DAYS CURED AIR-DRY ± 1-1/2% MOI TYPE 3 CEMENT WITH ASTM C-33 #47 COARSE AGGREGATE.
- REINFORCEMENT: TO CONFORM TO ASTM A615 GRADE 60, WELDED WIRE FABRIC TO CONFORM TO ASTM A185.
- FLEXIBLE JOINT MATERIAL SHALL CONFORM TO FEDERAL SPECIFICATIONS SS-5-210.
- PIT EXTERIOR SHALL RECEIVE TWO COATS OF PROP-OXY 3009 COAL TAR EPOXY COATING.
- CONCRETE PIERES SUPPORTING PIPING SHALL NOT EXPOSE THE PIPING OR FLANGES.
- ALL PIPING SHALL BE SET LEVEL IN A HORIZONTAL PLANE.
- ALL METERS WITHIN THE PIT REQUIRE WATERTIGHT SENSUS RADIOHEAD AUTOMATIC METER READER (AMR) PIT SET UNIT AND AIR MOUNTED ON ACCESS DOOR, AS MANUFACTURED BY SENSUS. ALL WIRE SHALL BE IN CONDUIT.
- IF STEEL PIPE SUPPORTS ARE USED, THEY SHALL BE BOLTED TO THE PIT FLOOR.
- THE SUMP PIT SHALL BE WATERTIGHT.
- ALL SHUT OFF VALVES SHALL BE UL/FM APPROVED KENNEDY VALVE OUTSIDE STEEL AND YOKE (OSAY), LEFT-HAND OPEN, RESILIENT SEAT GATE VALVES WITH HANDWHEEL OPERATOR.
- VALVES MAY BE DIRECTLY BOLTED TO THE METER IF APPROVED BY THE MANUFACTURER.
- PIT IS A RETURN-REQUIRED COVERED SPACE AS DEFINED BY OSHA. DO NOT ENTER UNLESS ENTRY PERMITS IS OBTAINED AND REQUIRED MEASURES ARE IN PLACE.
- THE METER AND METER READERS SHALL BE APPROVED BY LCA PRIOR TO INSTALLATION.
- LADDER WILL BE HALLIDAY PRODUCTS MODEL-LID FLOOR AND WALL MOUNT LADDER WITH #1/4" LADDERUP SAFETY DEVICE POST.

**ITEM DESCRIPTION**

- REINFORCED CONCRETE PIT AND LID - (SEE NOTES)
- SENSUS COMPACT FINELINE FINE SERVICE ASSEMBLY WITH ICE REGISTER READING IN 1,000'S US GALLONS.
- DIP SPOOL PIECE, PE (OUTSIDE END), FLANGE (INSIDE END)
- FLANGED COUPLING ADAPTER FORD (FFCA-XXX STYLE), SMITH BAR# 912, OR APPROVED EQUAL
- DIP SPOOL PIECE, PLAN END (TOWARD ASSEMBLY), FLANGE END (TOWARD WALL)
- 3/4" DIA. ALL THREAD TE ROODS (4)
- 2" STEEL PIPE STAND OR FORMED CONCRETE SUPPORTS

EXHIBIT A  
**THE HILLS AT LOCK RIDGE-WEST**  
 BOROUGH OF ALBURTIS, LEHIGH COUNTY, PA

JULY 3, 2007