

The Table of Contents, the footnotes, and the section headings shown in brackets and bold print, are NOT part of the Document, but have been added for the convenience of the reader. This Document includes certain amendments made by subsequent agreements, as described in the footnotes.

## **AGREEMENT**

### **TABLE OF CONTENTS**

1. Incorporation of Preambles
2. Effect on Existing Agreements
3. Limitations for Both Hydraulic Flow and Allowable Loadings; County Pretreatment
4. Grant of Additional Capacity to Coplay-Whitehall
5. Grant of Additional Capacity to Lehigh County Authority
6. Grant of Additional Capacity to Salisbury
7. Sale or Transfer of Capacity
8. Penalties
9. Allocation of Treatment Plant Upgrading and Expansion Costs
10. Settlement of Treatment Charges Billing Dispute
11. Modification of Charges for Use of Treatment Plant
12. Local User Charge Cost Systems
13. No County Subsidies
14. Sludge Storage and Disposal
15. Additional Issues Not Yet Resolved
16. Severability; Governing Law
17. Counterparts

CONSENTS AND JOINDERS OF SUBURBAN MUNICIPALITIES  
CONSENT AND JOINDER OF ALBURTIS

THIS AGREEMENT made as of the 29th day of December, 1981 by and among the CITY OF ALLENTOWN, a third-class city located in Lehigh County, Pennsylvania (hereinafter referred to as "City"), party of the first part,

AND

COUNTY OF LEHIGH, one of the counties of the Commonwealth of Pennsylvania (hereinafter referred to as "County"), party of the second part,

AND

COPLAY-WHITEHALL SEWER AUTHORITY, a municipal authority organized and existing under the Municipality Authorities Act of 1945, as amended, with office in the Township of Whitehall, Lehigh County, Pennsylvania (hereinafter referred to as "Coplay-Whitehall"), party of the third part,

AND

LEHIGH COUNTY AUTHORITY, a municipal authority organized and existing under the Municipality Authorities Act of 1945, as amended, with office located in Lower Macungie Township, Lehigh County, Pennsylvania (hereinafter referred to as “County Authority”), party of the fourth part,

AND

TOWNSHIP OF SALISBURY, a first-class township located in Lehigh County, Pennsylvania, (hereinafter referred to as “Salisbury”), party of the fifth part,

AND

TOWNSHIP OF SOUTH WHITEHALL, a first-class township located in Lehigh County, Pennsylvania (hereinafter referred to as “South Whitehall”), party of the sixth part,

WHEREAS, the City is, and at all times herein mentioned was, the legal titleholder and operator of a sewage and wastewater treatment plant (the “Treatment Plant”) located on Kline’s Island in the City of Allentown, Lehigh County, Pennsylvania, and the various signatories to Agreements mentioned herein are customers of the City, who purchase and will purchase a service, which is the transmission of their wastewater discharge from the City limits to the City Treatment Plant, and the treatment of this wastewater; and

WHEREAS, by Agreement dated as of the 12th day of April, 1965 (the “1965 Agreement”), the City, Coplay-Whitehall, Salisbury Township Authority, and South Whitehall Township Authority agreed, on the terms and conditions therein set forth, to expand the Treatment Plant to increase its treatment capacity from 17.3 million gallons per day (“mgd”) to a new capacity of 28.5 mgd, a copy of the said 1965 Agreement being attached hereto, made a part hereof, and marked Exhibit “A”<sup>1</sup>; and

WHEREAS, under the 1965 Agreement, of the 11.2 mgd of additional capacity added to the Treatment Plant pursuant to said Agreement, the City was given 5.7 mgd of said additional capacity, Coplay-Whitehall was given 2.3 mgd of said additional capacity, Salisbury Township Authority was given 1.2 mgd of said additional capacity, and South Whitehall Township Authority was given 2.0 mgd of said additional capacity; and

WHEREAS, under Subsection 2A of the 1965 Agreement, Coplay-Whitehall, Salisbury Township Authority and South Whitehall Township Authority agreed to pay to the City certain annual charges through the year 1995 for rights in the existing Treatment Plant proportionate to the reserved capacity of each of said parties in the expansion of the Treatment Plant being made pursuant to the 1965 Agreement; and

WHEREAS, the expansion of the Treatment Plant contemplated by the 1965 Agreement was made; and

WHEREAS, the cost of construction of the 1965 expansion to the Treatment Plant was paid, for the most part, with Federal Grants made to the City and the other parties to the 1965 Agreement upon application by the City on behalf of itself and the other parties to the 1965 Agreement; and

WHEREAS, the remaining costs of the 1965 expansion were to be paid, and are being paid, by the parties to the 1965 Agreement in the proportions specified in the 1965 Agreement; and

WHEREAS, in 1974, the Pennsylvania Department of Environmental Resources (“DER”) rated the capacity of the Treatment Plant at 31.0 mgd rather than the former assumed capacity of 28.5 mgd; and

WHEREAS, Salisbury Township Authority has assigned its rights under the 1965 Agreement to Salisbury and South Whitehall Township Authority has assigned its rights under the 1965 Agreement to South Whitehall; and

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<sup>1</sup> Not reproduced.

WHEREAS, by Agreement<sup>2</sup> dated December 22, 1969 (the “1969 Agreement”), the City and the County Authority entered into an Agreement, consented to and joined in by Coplay-Whitehall, Salisbury Township Authority, Salisbury, South Whitehall Township Authority, and South Whitehall, pursuant to which the Treatment Plant was to be expanded in order to provide sewage and wastewater treatment capacity in the Treatment Plant to the County Authority of 4.5 mgd, said treatment capacity being required by the County Authority on behalf of four municipalities located in Lehigh County, namely, the Boroughs of Alburdis and Macungie and the Townships of Upper Macungie and Lower Macungie, a true and correct copy of the 1969 Agreement being attached hereto, made a part hereof, and marked as Exhibit “B”<sup>3</sup>; and

WHEREAS, subsequent to the execution of the 1969 Agreement, the City did expand the treatment capacity at the Treatment Plant to 40 mgd and, at the same time, added a third treatment stage to the Treatment Plant; and

WHEREAS, for purposes of the within Agreement the parties are assuming that the aforementioned expansion and upgrading of the Treatment Plant were completed as of April 1, 1979, even though said date was not the actual completion date; and

WHEREAS, the major portion of the cost of construction of the aforementioned expansion and upgrading to the Treatment Plant was paid by Federal Grants and the balance was paid by funds which the City had on hand from balances available in the Allentown Authority Sewer Project accounts and payments made under the 1965 Agreement and by the proceeds of a bond issue issued by the City; and

WHEREAS, by Agreement dated December 22, 1969 between the City and Salisbury Township Authority, the City granted to Salisbury Township Authority additional treatment capacity in the treatment plant of 400,000 gallons per day (0.4 mgd) to take effect upon completion of the aforementioned expansion to the Treatment Plant, which Agreement Salisbury Township Authority has assigned to Salisbury, a true and correct copy of said Agreement being attached hereto, made a part hereof, and marked as Exhibit “C”<sup>4</sup>; and

WHEREAS, in addition to the agreements herein mentioned, there are various agreements in existence between the City and some or all of the other parties to the within Agreement, as well as other agreements between or among some or all of the other parties to the within Agreement; and

WHEREAS, sewage and wastewater from individual municipal sewer systems in the Boroughs of Alburdis, Coplay and Macungie and the Townships of Lower Macungie, Salisbury, South Whitehall, Upper Macungie and Whitehall has been treated at the Treatment Plant under and pursuant to the terms of the various aforementioned Agreements; and

WHEREAS, Coplay-Whitehall, the County Authority, and Salisbury have claimed additional treatment capacity in the Treatment Plant over and above the capacities specified in the 1965 Agreement, the 1969 Agreement and the 1969 Agreement between the City and Salisbury Township Authority, which claims have been resisted by the City; and

WHEREAS, the City has since 1970 been charging the other parties to this Agreement for the treatment of sewage and wastewater at the Treatment Plant pursuant to a formula and procedure which the other parties contend is contrary to the agreements between them and the City and which the other parties, in any event, dispute and resist; and

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<sup>2</sup> **Cross-Reference:** *see* Codified Ordinances § 65-Q(1).

<sup>3</sup> *See* Codified Ordinances § 65-Q(2). Not reproduced as Exhibit “B”.

<sup>4</sup> Not reproduced.

WHEREAS, Coplay-Whitehall, the County Authority, and South Whitehall, have been withholding the disputed portion of the treatment charges and Salisbury has been paying the disputed portion of the treatment charges under protest; and

WHEREAS, there are various other disputes, controversies, claims, demands and requests outstanding between the City on the one hand and some or all of the other parties to the within Agreement on the other hand concerning the transmission and treatment of sewage and wastewater and other related matters; and

WHEREAS, the parties to the within Agreement desire to settle their differences with respect to the matters herein set forth,

NOW, THEREFORE, in consideration of their mutual promises herein contained, and with the intention of being legally bound hereby, the parties hereto agree as follows, to wit:

1. **[Incorporation of Preambles.]** All of the preambles to this Agreement above set forth are hereby incorporated into and made a part of this Agreement.

2. **[Effect on Existing Agreements.]** Nothing in this Agreement is intended, and nothing in this Agreement shall be construed, to in any way amend, modify or supersede any existing agreements between or among any of the parties to this Agreement, whether mentioned herein or not, to waive, release, surrender or bar any rights, claims, demands or defenses of any of the parties hereto in any issues, transactions or controversies between or among any of the parties, or as to in any other way affect any rights, privileges or obligations of any of the parties, directly or by implication, except to the extent specifically set forth in this Agreement.

3. **[Limitations for Both Hydraulic Flow and Allowable Loadings; County Pretreatment.]** At the present time, treatment capacity of the parties in the Treatment Plant has been subject to one limitation, namely, Hydraulic Flow. Henceforth, treatment capacity of the parties in the Treatment Plant shall be subject to two limitations, namely, Hydraulic Flow and Allowable Loadings. From and after the date of this Agreement no party shall exceed its Hydraulic Flow limit or its Allowable Loadings limit as herein set forth.

A. *Hydraulic Flow.* As herein used, the term “Hydraulic Flow” refers to the volume or amount of wastewater discharged by a party for treatment at the Treatment Plant. In the past, there has been disagreement among the parties as to the Hydraulic Flow limits of the respective parties in the Treatment Plant and one of the primary purposes of the within Agreement is to settle that disagreement. Accordingly, the parties hereby agree that the Hydraulic Flow limits of the respective parties in the Treatment Plant immediately prior to the execution of this Agreement are as follows:

City of Allentown.....	28.2 mgd*
Lehigh County Authority.....	4.5 mgd
South Whitehall.....	2.0 mgd
Coplay-Whitehall.....	2.3 mgd
Salisbury.....	1.6 mgd
Borough of Emmaus .....	<u>1.4 mgd</u>
TOTAL.....	40.0 mgd

\* Includes 0.5 mgd committed to South Whitehall

The parties further hereby agree that from and after the execution of this Agreement, the Hydraulic Flow limits of the respective parties in the Treatment Plant shall be as follows:

City of Allentown.....	23.05 mgd*
Lehigh County Authority.....	6.15 mgd
South Whitehall.....	2.00mgd
Coplay-Whitehall.....	3.42 mgd
Salisbury.....	1.98 mgd
Borough of Emmaus.....	1.40mgd
Environmental Reserve for Future Allocation to parties.....	2.00mgd*
TOTAL .....	40.00mgd

\* Includes 0.5 mgd committed to South Whitehall

\*\* Includes 0.25 mgd to be committed to South Whitehall by City

The parties acknowledge that the operation of the Treatment Plant and the City’s Interceptor Sewers have involved environmental problems in the form of odors, excessive stockpiling of sludge, organic overloading, and overflows from the Interceptor Sewers. Within the context of existing Agreements, the parties agree to use their best efforts and work cooperatively in solving said problems. Further, the suburban municipalities agree to assist the City in obtaining sites to dispose of sludge with the cost thereof to be shared as previously<sup>5</sup> set forth herein, and in particular, to neither initiate nor support efforts to prevent the disposal of sludge on any site approved by the Pennsylvania Department of Environmental Resources. The parties further agree that the 2.0 mgd treatment capacity held in the Environmental Reserve for Future Allocation shall not be granted to any person or entity who is not a party to this Agreement and shall not be allocated or granted to or utilized by any party to this Agreement, including the City, unless and until the aforementioned environmental problems have been resolved, as determined by the Mayor of the City in accordance with reasonable, objective standards. When said environmental problems have been resolved, the City shall so notify the other parties to this Agreement in writing and the 2.0 mgd Environmental Reserve shall then be distributed and allocated as follows:

City of Allentown.....	1.35 mgd
Lehigh County Authority.....	0.34 mgd
Coplay-Whitehall.....	0.20 mgd
Salisbury.....	0.11 mgd

The City hereby agrees that, subsequent to the distribution of the 2.0 mgd of environmental reserve, and when and at such time as South Whitehall Township demonstrates a desire or need for additional hydraulic capacity, City will allocate to South Whitehall Township .25 mgd of the 1.35 mgd capacity retained for use by the City hereunder.

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<sup>5</sup> The word “previously” was deleted by paragraph 3 of the Addendum dated July 12, 1982. See Codified Ordinances ¶ 65-Q(3).

Accordingly, after the 2.0 Environmental Reserve has been allocated as aforesaid, the Hydraulic Flow limits of the parties in the Treatment Plant shall be:

City of Allentown.....	24.40 mgd*
Lehigh County Authority.....	6.49 mgd
South Whitehall.....	2.00 mgd
Coplay-Whitehall.....	3.62 mgd
Salisbury.....	2.09 mgd
Borough of Emmaus .....	<u>1.40 mgd</u>
TOTAL.....	40.00 mgd

\* Includes 0.75 mgd committed to South Whitehall

The Hydraulic Flow of the respective parties shall be measured or determined in accordance with the provisions of existing agreements between or among the parties and the question of whether a party is exceeding its average daily Hydraulic Flow limit as set forth in this Agreement shall be determined each month by calculating the average daily flow for the preceding twelve (12) month period.

B. *Allowable Loadings.* As herein used, the term “Allowable Loadings” refers to the characteristics of wastewater discharged by any party with respect to three specific characteristics, namely, 5-Day Biochemical Oxygen Demand (“BOD”), Suspended Solids (“SS”), and Total Kjeldahl Nitrogen (“TKN”). The design capacity of the Treatment Plant with respect to each of said three items is:

BOD.....	210 mg/l
SS.....	230 mg/l
TKN.....	40 mg/l

Accordingly, based upon Hydraulic Flow allocations of each of the parties and the aforementioned design capacities of the Treatment Plant, the Allowable Loadings of each of the parties shall be as follows:

ALLOWABLE LOADINGS BEFORE DISTRIBUTION OF 2.0 MGD  
ENVIRONMENTAL RESERVE

Party	Hydraulic Flow Allocation MGD	Allowable Loadings		
		BOD	SS	TKN
		(Pounds per day)		
City of Allentown*	23.05	40,370	44,215	7,690
Lehigh County Authority	6.15	10,771	11,797	2,051
South Whitehall	2.0	3,503	3,836	667
Coplay-Whitehall	3.12	5,465	5,985	1,041
Coplay-Whitehall (L. V. Dairy)**	0.3	525	575	100
Salisbury	1.98	3,468	3,798	661
Emmaus	1.4	2,452	2,685	467
Environmental Reserve	<u>2.0</u>	<u>3,503</u>	<u>3,836</u>	<u>667</u>
TOTAL	40.0	70,057	76,727	13,344

\* Includes loadings attributable to 0.5 mgd committed to South Whitehall

\*\* The Lehigh Valley Dairy, formerly a customer of the City, presently exceeds these loading limits. Any loadings above these limits shall be deemed to be loadings of the City.

ALLOWABLE LOADINGS AFTER DISTRIBUTION OF 2.0 MGD  
ENVIRONMENTAL RESERVE

Party	Hydraulic Flow Allocation MGD	Allowable Loadings		
		BOD	SS	TKN
(Pounds per day)				
City of Allentown*	24.40	42,734	46,804	8,140
Lehigh County Authority	6.49	11,367	12,450	2,165
South Whitehall	2.0	3,503	3,836	667
Coplay-Whitehall	3.32	5,815	6,368	1,108
Coplay-Whitehall (L. V. Dairy)**	0.3	525	575	100
Salisbury	2.09	3,661	4,009	697
Emmaus	<u>1.4</u>	<u>2,452</u>	<u>2,685</u>	<u>467</u>
<b>TOTAL</b>	<b>40.0</b>	<b>70,057</b>	<b>76,727</b>	<b>13,344</b>

\* Includes loadings attributable to 0.75 mgd committed to South Whitehall

\*\* The Lehigh Valley Dairy, formerly a customer of the City, presently exceeds these loading limits. Any loadings above these limits shall be deemed to be loadings of the City.

It is recognized that the loadings in the wastewater presently being discharged by County Authority exceed the County Authority's aforementioned Allowable Loadings because of the absence of pretreatment of certain industrial wastes. The County agrees that within five (5) years of the date of this Agreement it will provide, or cause to be provided, such pretreatment as to bring loadings from County Authority within the limits of its Allowable Loadings hereunder or that it will provide, or cause to be provided, an alternate solution to said overloading problem which is acceptable to the City and which does not reduce or infringe upon the rights of the other parties with respect to Hydraulic Flow allocation and/or Allowable Loadings under this Agreement. During the aforementioned five (5) year period, County Authority shall have the right to continue to exceed its Allowable Loadings (upon payment of the proper charges for the treatment of the over-strength wastewater so discharged) but it shall not during said period allow any new or additional discharges of wastewater which in the aggregate exceed 2,890 pounds per day of BOD, 3,165 pounds per day of SS, or 550 pounds per day of TKN.

So long as neither the daily hydraulic allocation to South Whitehall Township nor the total daily organic load limitations set forth on page ten (10) herein<sup>6</sup> have been exceeded on the average over any given seven (7) day period, the strength limitations imposed upon the waste discharged by South Whitehall Township shall be those set forth in the 1965 Agreement, any other provision of this Agreement notwithstanding. At such time as South Whitehall Township's organic loadings exceed the daily permissible limits set forth on page ten (10) hereof on the average over any given seven (7) day period, for any or all designated parameters, South Whitehall Township shall be billed the current Exceptional Strength rate for such excessive parameters over and above the permissible annual loadings thereof.

If the wastewaters discharged to the City by any party, including the City, exceed the Allowable Loadings of this paragraph for any consecutive seven (7) day period, a written notice shall be given by the City to that party, with copies thereof to all other parties, to investigate the causes of the excess loadings and to furnish to all other parties within thirty (30) days of such vio-

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<sup>6</sup> See the charts immediately preceding the preceding paragraph.

lation notice a report of its findings and, if appropriate, a proposed plan to bring loadings within allowable limits. If any party continues to exceed the limits of capacity as allocated herein, any other party or parties may institute legal proceedings to enjoin the discharge by the offending party of wastewater in violation of the limits of this Agreement. This paragraph shall not apply to South Whitehall Township unless and until either the daily hydraulic capacity or the total daily allowable organic load allocated or to be allocated to South Whitehall Township shall have been exceeded on the average over any given seven (7) day period.

4. **[Grant of Additional Capacity to Coplay-Whitehall.]** The City hereby grants to Coplay-Whitehall the perpetual right to discharge an additional 1.12 mgd of sewage and wastewater collected in the collection system of Coplay-Whitehall and the City agrees to perpetually treat and dispose of such sewage and wastewater in a manner approved by the State and Federal governments and in accordance with the terms and provisions of the 1965 Agreement, as amended by the within Agreement. The 1.12 mgd of additional treatment capacity hereby granted to Coplay-Whitehall is over and above, and in addition to, the treatment capacity of 2.3 mgd reserved to Coplay-Whitehall in the 1965 Agreement so that as of the date of this Agreement, the total reserved Hydraulic Flow treatment capacity of Coplay-Whitehall in the Treatment Plant is 3.42 mgd. Coplay-Whitehall acknowledges that it has no right to treatment capacity in the Treatment Plant as it now exists other than the total capacity of 3.42 mgd referred to in this paragraph 4, except as the same is qualified by an Agreement entered into between City, Coplay-Whitehall, and the Lehigh Valley Dairy, and any additional treatment capacity received by it out of the Environmental Reserve pursuant to paragraph 3 of this Agreement. Payment for the additional capacity hereby granted shall be made by Coplay-Whitehall in accordance with the provisions set forth in paragraph 9 of this Agreement.

5. **[Grant of Additional Capacity to Lehigh County Authority.]** The City hereby grants to the County Authority the perpetual right to discharge an additional 1.65 mgd of sewage and wastewater collected in the collection systems of the four municipalities it regularly serves, namely, the Boroughs of Alburts and Macungie and the Townships of Lower Macungie and Upper Macungie, as well as from the Townships of Lowhill, Upper Milford, and Weisenberg to the extent hereinafter set forth, and the City agrees to perpetually treat and dispose of such sewage and wastewater in a manner approved by the State and Federal governments and in accordance with the terms and provisions of the 1969 Agreement, as amended by the within Agreement.<sup>7</sup> The 1.65 mgd of additional treatment capacity hereby granted to the County Authority is over and above, and in addition to, the treatment capacity of 4.5 mgd reserved to the County Authority in the 1969 Agreement so that as of the date of this Agreement, the total reserved Hydraulic Flow treatment capacity of County Authority in the Treatment Plant is 6.15 mgd, of which there shall be allocated to Upper Milford, Lowhill, and Weisenberg Townships not more than 0.10 mgd, 0.10 mgd and 0.16 mgd, respectively. ~~Of the 1.65 mgd additional treatment capacity, .25 mgd shall be allocated to Lower Macungie Township for the sole purpose of providing sewer service to that area of Wesecosville east of the Pennsylvania Turnpike. Considering the commitment of this .25 mgd to Lower Macungie Township, the October 15, 1981 Agreement between the City of Allentown and Lower Macungie Township shall become null and void. Of the 1.65 mgd additional treatment capacity, .25 mgd shall be allocated directly to Lower Macungie Township in accordance with an agreement between that Township and the City dated October 1, 1981, (a true and correct copy of which is attached hereto and made a part hereof)~~<sup>8</sup> which shall remain in full force and effect. It is agreed that, except for the \$26,000 payment made to the City for prior debt service for this additional capacity of .25 mgd, said additional capacity shall be governed and controlled by the terms of the Main Agreement as hereby amended. It is further acknowledged that this capacity is being included as part of Lehigh County Authority's total allocation for the pur-

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<sup>7</sup> This capacity was allocated among the Western Lehigh Municipalities under the April 1, 1983 Wastewater Treatment Capacity Allocation Agreement. See Codified Ordinances ¶ 65-R(2).

<sup>8</sup> Not reproduced.



*poses of billing and administration only.*<sup>9</sup> County Authority, and the four municipalities it regularly serves, acknowledge that they have no rights to treatment capacity in the Treatment Plant as it now exists other than the total capacity of 6.15 mgd referred to in this paragraph 5 and any additional treatment capacity received by them out of the Environmental Reserve pursuant to paragraph 3 of this Agreement. Payment for the additional capacity hereby granted shall be made by the County Authority in accordance with the provisions set forth in paragraph 9 of this Agreement.

6. **[Grant of Additional Capacity to Salisbury.]** The City hereby grants to Salisbury the perpetual right to discharge an additional 0.38 mgd of sewage and wastewater collected in the collection system of Salisbury and the City agrees to perpetually treat and dispose of such sewage and wastewater in a manner approved by the State and Federal governments and in accordance with the terms and provisions of the 1965 Agreement and the 1969 Agreement between Salisbury Township Authority and the City, as amended by the within Agreement. The 0.38 mgd of additional treatment capacity hereby granted to Salisbury is over and above, and in addition to, the treatment capacity of 1.2 mgd reserved to Salisbury by the 1965 Agreement and the 0.40 mgd reserved to Salisbury by the aforementioned Agreement of December 22, 1969 between the City and the Salisbury Township Authority, so that as of the date of this Agreement, the total reserved Hydraulic Flow treatment capacity of Salisbury in the Treatment Plant is 1.98 mgd. Included in the additional treatment capacity of 0.38 mgd herein granted to Salisbury is treatment capacity of 150,000 gallons per day (0.15 mgd) for the facilities at the Allentown and Sacred Heart Hospital Center (“ASH”), and Salisbury hereby acknowledges and agrees that by granting this additional treatment capacity of 0.15 mgd to Salisbury, the City has fulfilled all obligations that it may have had to anyone with respect to granted treatment capacity to or for ASH. Salisbury acknowledges that it has no rights to treatment capacity in the Treatment Plant as it now exists other than the total capacity of 1.98 mgd referred to in this paragraph 6 and any additional treatment capacity received by it out of the Environmental Reserve pursuant to paragraph 3 of this Agreement. Payment for the additional capacity hereby granted shall be made by Salisbury in accordance with the provisions set forth in paragraph 9 of this Agreement.

7. **[Sale or Transfer of Capacity.]** Nothing herein contained is intended to limit or prohibit, and nothing herein contained shall be construed to limit or prohibit, any party to this Agreement (the County, for purposes of this paragraph 7, shall not be considered a “party”) from selling or transferring any of its allocated treatment capacity which it is not using to some other party to this Agreement upon the terms and conditions as said parties may decide between themselves. Provided, however, that upon such sale or transfer being made, the party selling or transferring said capacity shall no longer have any right to the capacity so sold or transferred and the party to whom said capacity is sold or transferred shall thereafter be responsible for the payment of all sums and the performance of all other obligations with respect to said capacity that the selling or transferring party would have had to pay or perform with respect to the said capacity.

No party shall have the right to sell or transfer any of its unused treatment capacity to any person or entity which is not a party to this Agreement, i.e., to a non-party, without first offering to sell or transfer said capacity to the other parties to this Agreement upon the same terms as offered by the non-party for said capacity. When a party desires to sell or transfer capacity to a non-party, such party shall notify the other parties to this Agreement, in writing, of the proposed transferee and the terms upon which it is proposed to sell or transfer said capacity. The remaining parties shall then have ninety (90) days from the date of receipt of said information to notify, in writing, the offering party and all of the other parties of their election to purchase a specific portion, or all, of the offered capacity. Failure of any party to give notice within said ninety (90) day period of an election to purchase some or all of the offered capacity shall be deemed conclusively to be a waiver by such party of its right to purchase any of the offered capacity. If the total capacity which the electing parties elect to purchase exceeds the amount of capacity being offered, the offered capacity shall be allocated to the electing parties in the lesser of: (a) the amount requested by a

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<sup>9</sup> As amended by paragraph 1 of the Addendum dated July 12, 1982 which deleted the language shown ~~stricken through~~ and added the language shown in *italics*. See Codified Ordinances ¶ 65-Q(3).

party or, in the alternative, (b) in the proportion which each electing party's treatment capacity in the Treatment Plant bears to the total of the treatment capacities of all of the electing parties in the Treatment Plant.

Any of the offered treatment capacity which is not purchased by the other parties may then be sold to the non-party by the offering party on the same terms and conditions as were contained in the original notice to the other parties but if said sale is not then made within three (3) months, or if it is proposed to make the sale on different terms and conditions, then the offering party must again offer to sell said capacity to the other parties, and the other parties shall have the right to purchase said capacity, in accordance with the procedure set forth above in this paragraph.

No capacity shall be transferred to a non-party unless and until the non-party executes an appropriate legally-binding document in which it agrees to be bound by and perform all of the provisions of existing agreements between or among the parties with respect to the use of capacity in the Treatment Plant. Upon the transfer of capacity being made hereunder, the transferring party shall no longer have any right to the capacity so transferred and the party to whom it is transferred, whether the s is a party or a non-party, shall thereafter be responsible for the payment of all sums and the performance of all other obligations with respect to said capacity that the transferring party would have had to pay or perform with respect to said capacity.

Nothing herein contained shall be construed to deny any party the right to honor any commitment made by it prior to April, 1, 1979 to render sewer service to any property owner within or without its existing sewer service area so long as there exists written proof of formal action taken by the governing body of such party in making said commitment. Provided, however, that it is expressly understood and agreed that the persons or entities to whom such commitment may have been made shall not be considered to be third party beneficiaries of the within Agreement and shall not obtain any rights in the Treatment Plant on their own. The wastewater treated pursuant to any such commitment shall be considered to be that of the committing party and shall be charged against the committing party's allocated treatment capacity in the Treatment Plant.

8. *Penalties.* The intent and purpose of this paragraph is to set penalties for failure to impose exceptional strength charges, excessive hydraulic flow, and late payments.

A. *Exceptional Strength Charges* – The intent and purpose of this subparagraph is to ensure that each party shall impose exceptional strength charges against any user discharging exceptional strength wastewater. If wastewaters discharged by a party exceed the following Strength Limitations the provisions of this subparagraph shall apply.

Biochemical Oxygen Demand (BOD).....	230 mg/l
Suspended Solids (SS) .....	250 mg/l
Total Kjeldahl Nitrogen (TKN) .....	44 mg/l

(NOTE: The above Strength Limitations are based on approximately 110% of design capacity of the 40 mgd plant, i.e., BOD – 210 mg/l; SS – 230 mg/l; and TKN – 40 mg/l. These Strength Limitations have been set considering the strength of typical domestic wastewater. In the event that the domestic wastewater strength discharged in any party's system shall exceed these Strength Limitations due to either (1) reduction in system infiltration and inflow, or (2) changes in domestic water usage, then the City shall adjust these Strength Limitations for that party to compensate for these changes. This note is for clarification only and is not intended to supersede paragraph 3 regarding overall Allowable Loadings or paragraph 11 regarding the determination of charges under the User Charge System.)

In the event any party's discharge shall exceed any of the foregoing Strength Limits in any billing period, that party shall prepare and submit to the other parties a computation showing the concentration which would result after deducting from that party's discharge the total waste

load (Hydraulic Flow and Loading) discharged by individual users against whom that party has levied an exceptional strength charge.

A deduction for BOD shall only be made for the pounds of BOD discharged by individual users against whom the party has levied an exceptional strength charge for BOD. A deduction for SS shall only be made for the pounds of SS discharged by individual users against whom the party has levied an exceptional strength charge for SS. A deduction for TKN shall only be made for the pounds of TKN discharged by individual users against whom the party has levied an exceptional strength charge for TKN.

If these computed concentrations are within the Strength Limitations, then the party has complied with this section. If not, then the party shall survey its users to determine that all users exceeding the party's exceptional strength limits are properly charged. If such users are discovered, the party shall levy an exceptional strength charge against such users and the party shall recompute concentrations as provided above. If the party is unable to demonstrate that the excess strength above the Strength Limits is being paid for or will be paid for, by exceptional strength charges, the party shall pay a penalty on the loadings exceeding the Strength Limitations based on the following formulae:

1. BOD: rate X computed flow X 8.34 lbs. per gallon X (computed concentration minus 230).
2. SS: rate X computed flow X 8.34 lbs. per gallon X (computed concentration minus 250).
3. TKN: rate X computed flow X 8.34 lbs. per gallon X (computed concentration minus 44).

The rates shall be determined by taking two (2) times the current Exceptional Strength rate for each parameter resulting from application of the relevant City Ordinance.

#### B. *Hydraulic Flow*

If for any calendar year a party's average annual Hydraulic Flow exceeds the capacity allocations set forth in this Agreement, then the party shall pay penalty charges as follows:

1. When the average annual Hydraulic Flow is greater than 100% but equal to or less than 110% of the allocated capacity, the party exceeding its capacity shall pay for all flow in excess of 100% of the allocated capacity at twice the basic rate per thousand gallons. This basic rate shall be computed by dividing the total of sewer service charges imposed upon that party under paragraphs 2A, 2B, 2C, and 2D of the 1965 or 1969 Agreements, by the annual wastewater flow of that party.
2. When the average annual Hydraulic Flow is greater than 110% but equal to or less than 120% of the allocated capacity, the party exceeding its capacity shall pay for all flow in excess of 100% of the allocated capacity at three times the basic rate per thousand gallons. This basic rate shall be computed by dividing the total sewer service charges imposed upon that party under paragraphs 2A, 2B, 2C, and 2D of the 1965 or 1969 Agreements, by the annual wastewater flow of that party.
3. When the average annual Hydraulic Flow is greater than 120% of the allocated capacity, the party exceeding its capacity shall pay for all flow in excess of 100% of the allocated capacity at four times the basic rate per thousand gallons. This basic rate shall be computed by dividing the total of sewer service charges imposed upon the party under paragraphs 2A, 2B, 2C, and 2D of the 1965 or 1969 Agreements, by the annual wastewater flow of that party.

C. *NPDES Violation*

If the City is required to pay a penalty for non-compliance with the National Pollution Discharge Elimination System (NPDES) Permit issued for operation and maintenance of the Treatment Plant and if the cause or causes of such non-compliance can be clearly attributed to any party or parties in violation of this Agreement then such violating party or parties shall pay into the City's Sewer Fund an amount equal to the penalty paid by the City for such non-compliance.

D. *Timely Payments* – If any party fails to pay any charges billed hereafter under this or the 1965 or the 1969 Agreements within thirty (30) days of billing, that party shall pay a penalty. The penalty shall be identical to that charged by the City to its customers (including penalty and interest) as established by City ordinances. If there shall be a dispute over any charges, the party disputing the charges shall make payment within the thirty (30) day limit, notifying the City of the substance of the dispute. The City shall invest these disputed monies until the dispute shall be settled and any income earned on said investment shall be distributed to the City and the disputing party in proportion to the dispute settlement apportionment.

E. *Penalty Distribution* – All penalties payable under subparagraphs 8A, 8B, and 8C shall be paid into the City's Sewer Fund and inure to the benefit of the parties (except the County) to this Agreement.

F. *Arbitration* – Any controversy or claim arising out of or relating to the provisions of this paragraph, or breach thereof, shall be settled by arbitration conducted in accordance with paragraph 11E of this Agreement.

9. **[Allocation of Treatment Plant Upgrading and Expansion Costs.]** The total amount of the Bond Issue issued by the City to finance the upgrading and expansion of the Treatment Plant to its present capacity of 40 mgd was \$3,500,000, of which total sum the parties agree the sum of \$1,015,000 is attributable to the cost of upgrading and the sum of \$2,485,000 is attributable to the expansion cost. Said upgrading and expansion costs shall be shared, and the costs of amortizing the Bond issue issued by the City to pay said costs shall be paid, by the parties in the proportions and manner set forth in this paragraph.

A. The cost of amortizing the portion of the Bond Issue issued by the City for the aforementioned expansion costs, i.e., \$2,485,000, shall be shared and paid by the following parties in the following percentages: City — 30.00 per cent (30.00%); Coplay-Whitehall — 9.74 per cent (9.74%); County Authority — 53.48 per cent (53.48%); and Salisbury — 6.78 per cent (6.78%). Future amortization payments shall be reimbursed quarterly to the City and retroactive payments shall be paid as hereinafter provided.

B. The cost of amortizing the portion of the Bond Issue issued by the City for the aforementioned upgrading cost, i.e., \$1,015,000, shall be shared and paid by the following parties in the following percentages: City — 62.63 per cent (62.63); Coplay-Whitehall — 8.55 per cent (8.55%); County Authority — 15.37 per cent (15.37%); Salisbury — 4.95 per cent (4.95%); South Whitehall — 5.0 per cent (5.0%); and Emmaus — 3.5 per cent (3.5%). Future amortization payments shall be reimbursed quarterly to the City from and after the date of this Agreement and retroactive payments shall be paid as hereinafter provided.

C. Each party shall reimburse the City for its proportionate share, as set forth above, of each amortization payment made by the City on account of said Bond Issue debt between the date when said debt was incurred and the date of this Agreement to the extent that such party has not already paid its proportionate share to the City. In addition, each party shall pay to the City simple interest at the rate of ten per cent (10%) per annum on any unpaid portion of its proportionate share of each of said amortization payments made by the City from the date that such payment was paid by the City to the date when payment is made to the City, such payment, of both principal and interest, to be paid to the City by each responsible party within forty (40) days of the date of this Agreement.

D. It is specifically understood and agreed that any portion of the aforementioned amortization payments both retroactive and prospective, which go to meet the "coverage" or other accumulation or reserve requirements of the aforementioned Bond Issue issued by the City, as well as any interest earned on the funds held by the City for or under said Bond Issue, and any funds received from the Federal or State governments in the past or at any time in the future toward the cost of said upgrading and/or expansion, shall inure to the benefit of and shall be shared by the City, Coplay-Whitehall, the County Authority, Emmaus, Salisbury, and South Whitehall in the proportions and percentages set forth in this paragraph.

E. At the time that additional treatment capacity from the "Environmental Reserve for Future Allocation" is received by any party other than the City, such party shall reimburse the City for a proportionate part of the amortization payments made by the City up to that point for the additional treatment capacity so received by such party, said reimbursement to include a proportionate share of both the expansion and upgrading costs and to bear simple interest at an annual rate equivalent to that earned by the City on its investments for each calendar year plus one-quarter of one percent (.25%) per annum from the date when each amortization payment was made by the City for which it is being proportionately reimbursed to the date when such reimbursement payment is made to the City, which shall be no later than forty (40) days after the party receives the additional treatment capacity. In addition, the party receiving such additional treatment capacity shall thereafter pay to the City, quarterly, its proportionate share of the cost of amortizing the debt for the cost of the upgrading and expansion of the additional capacity so received.

10. **[Settlement of Treatment Charges Billing Dispute.]** All outstanding disagreements and disputes between the City and the parties to this Agreement with respect to the treatment charges billed by the City to the other parties up to and including the year 1980 together with interest through December 31, 1981 and with respect to the apportionment between the parties of the remaining balances disbursed from the various Sewer Project accounts of the Allentown Authority, i.e. Revenue Fund, Bond Fund, Bond Reserve Fund, Bond Redemption and Improvement Fund and the Operating Fund, in conjunction with the Guaranteed Sewer Revenue Bond Issue of 1976 and the Guaranteed Sewer Revenue Refunding Bond Issue of 1977, are hereby resolved and settled upon the following basis:

Within ten (10) days of the date of the execution of this Agreement by all of the parties,

A. Coplay-Whitehall shall pay to the City the total sum of \$309,219.62 plus interest calculated in accordance with paragraph 9E of this Agreement from December 31, 1981 to the date of payment.

B. The County Authority shall pay to the City the total sum of \$ 1,684,505.80 plus interest calculated in accordance with paragraph 9E of this Agreement from December 31, 1981 to the date of payment.

C. The City shall pay to South Whitehall the total sum of \$214,545.31 plus interest calculated in accordance with paragraph 9E of this Agreement from December 31, 1981 to the date of payment.

D. The City shall pay to Salisbury the total sum of \$57,436.77 plus interest calculated in accordance with paragraph 9E of this Agreement from December 31, 1981 to the date of payment.

Except for the provisions of this paragraph 10, and for an equity action brought by the City against the County and County Authority and filed in the Lehigh County Court of Common Pleas at 27 September Term, 1976, the City hereby releases all of the other parties to this Agreement, and each of them, of and from any further claims with respect to charges and expenses for the treatment of sewage and wastewater at the Treatment Plant for such parties, and each of them, up to and including the calendar year 1980, and each of the other parties to this Agreement does hereby release the City of any and all claims and demands with respect to charges made by the City, or payment paid to the City, for the treatment of sewage and wastewater at the Treatment Plant up to and including the calendar year 1980.

11. **[Modification of Charges for Use of Treatment Plant.]** The purpose of this paragraph is to modify the provisions of paragraph 2C of the 1965 and 1969 Agreements.

A. *Signatory User Charges* – For the calendar year 1980 and all future years, the City shall charge all municipal users of the Treatment Plant in accordance with the provisions of the 1965 and 1969 Agreements, except that the operation and maintenance charges shall be calculated annually in accordance with a cost-based rate methodology, which methodology shall not be inconsistent with any applicable requirements of the Environmental Protection Agency (“EPA”) or any successor agency having jurisdiction over the establishment of local sewer rate methodologies. Should the City at some future time be required by the Federal or State government to adopt a different methodology, the City will inform all parties of the changes necessary for compliance.

Charges shall be made on a calendar quarter basis for the actual flow and strength discharged by a party using estimated rates which shall be set annually by December 15th for the following year. By May 1st of each year, rates shall be determined reflecting actual costs and revenues for the prior calendar year. Using these actual cost rates, and discharge flow and strength, the final annual billing shall be prepared, and an additional charge or credit issued accordingly.

B. *Parameters and Testing*

Hydraulic Flow shall be determined in accordance with the provisions of paragraph 3 of this Agreement. Loadings for all parties except the City of Allentown shall be measured by analysis of samples collected and tested by the City in accordance with *Standard Methods for Examination of Water and Wastewater*, current edition. (*Standard Methods.*)

Considering the inability to measure with reasonable accuracy the Loadings discharged by the City of Allentown, the procedure set forth in this paragraph shall be used to determine the City’s Loadings. Beginning on January 1, 1981, and continuing thereafter until such time as facilities become available which allow measurement of the City’s Loadings with reasonable accuracy, the City shall, at least once per calendar quarter, monitor and test all non-residential users discharging more than 25,000 gallons of wastewater per day and all exceptional strength users as defined in the City’s Ordinance No. 12345 to determine the loadings discharged by said users (“monitored users”). Loadings in the wastewater from all other users (“non-monitored users”) in the City shall be determined by using assumed concentrations of 130 mg/l of BOD, 130 mg/l of SS, and 30 mg/l of TKN. All City flow attributable to infiltration and inflow shall be assumed to have zero concentrations of BOD, SS, and TKN. The total Loadings discharged by the City shall then be arrived at, and shall conclusively be presumed to be, the sum of the respective Loadings from monitored users, non-monitored users, and infiltration and inflow. The City shall perform all analyses of samples collected in order to monitor its waste loadings and shall test such samples in accordance with *Standard Methods.*

Prior to the determination of the loading characteristics for billing purposes, the samples may be split and analyzed by the City, and the applicable party, and the mean of such analyses shall be deemed to represent the strength characteristics for billing purposes. Upon demand of either party, following two consecutive billing periods in which the characteristics as measured by the City and the applicable party differ by at least 15% of the average value for BOD and TKN and 10% of the average value of SS, there shall be an additional sampling, which sampling shall be deemed to represent that billing period. Said samples shall be split three (3) ways and analyzed by the applicable party, the City, and an independent laboratory mutually agreed upon. The costs of collecting said second sample shall be equally divided by the City and the applicable party and shall be calculated by multiplying the average hourly wage rate for the class of workers involved times the number of person-hours required for collection times 150%. The charges for the independent laboratory shall be equally divided between the City and the applicable party. The average results of such analysis shall be deemed to represent average characteristics for the quarter in

question for all computations under this paragraph, and such average shall be conclusive, provided that, the difference of any analytical result per any parameter tested, when compared with a quality control sample furnished by EPA or, if such samples are not available from EPA, from an independent laboratory reasonably acceptable to the City, shall not exceed the acceptable deviation limitation in *Standard Methods*. The City shall compile the results of such analyses and distribute them to the respective parties within ten (10) days after the City receives said results. The average results of the laboratories complying with the acceptable limits specified in *Standard Methods* shall be used in calculating the strength of the wastewater.

C. *General Fund Service Charge and Sewer Administration Costs*

The “basis” for determining the General Fund Service Charge and Sewer Administration Costs shall be the total General Fund expenditures for each respective year excluding debt service and any other expenditures which are not properly includible [*sic*] in the General Fund under the fund accounting concepts set forth in “Governmental Accounting, Auditing and Financial Reporting” (GAAFR) published by the Municipal Finance Officers Association.

The General Fund Service charge is intended to cover indirect support and/or overhead costs paid for out of the City’s General Fund on behalf of the Sewer Fund. The amount of such costs for any respective year shall be calculated by multiplying the “basis” by one and six-tenth percent (1.6%).

The Sewer Administration Costs are indirect support and/or overhead costs paid for out of the City’s Sewer Fund and attributable to interceptor line maintenance and the operation and maintenance of the treatment plant. The amount of such costs for any respective year shall be calculated by multiplying the “basis” by six-tenth of one percent (0.6%).

At such time as the City develops an indirect cost allocation plan pursuant to Federal Management Circular 74-4, or any appropriate successor publication(s) of the Federal Government and has it approved as required, the City may, at its option, use such approved rate(s) to calculate indirect costs in lieu of the aforementioned General Fund Service Charge and Sewer Administration Costs.

D. *User Charge System Review*

The City shall not change its sewer rate methodology in a manner which affects the charges to the parties to this Agreement unless such change is cost-based, fair, and reasonable. A copy of the proposed changes shall be sent by the City prior to adoption to Lehigh County Authority, Coplay-Whitehall, Emmaus, Salisbury, and South Whitehall for review and comment.

E. *Arbitration*

Any dispute or claim arising out of or relating to this paragraph 11 shall be settled or determined by arbitration conducted in accordance with the provisions of this sub-paragraph E. The arbitration shall be conducted and decided by a single arbitrator chosen by the unanimous consent of the parties to this Agreement by written designation executed by all parties within forty-five (45) days of the date when any party notifies all of the other parties in writing that it desires to have a dispute or claim arbitrated. If the parties are not able within said 45-day period to agree unanimously on an arbitrator, any party shall have a right upon ten (10) days’ prior written notice given to all of the other parties, to petition the Court of Common Pleas of Lehigh County, Pa. to have said Court appoint an arbitrator to arbitrate the dispute or claim. The arbitration conducted by the arbitrator so selected or appointed shall be conducted in accordance with the procedural rules of the American Arbitration Association and judgment may be entered upon the award rendered by said arbitrator in any Court having jurisdiction thereof.

12. **[Local User Charge Cost Systems.]** Coplay-Whitehall, County Authority, Salisbury and South Whitehall, and any municipalities or municipal authorities they serve through agreements, agree that

within sixty (60) days of the execution of this Agreement, they will enact User Charge Cost Systems having substantially identical rate methodology to those adopted by the City in its *Report on Sewer Service Charges* dated June 1, 1979. Any system so adopted must be approved by the United States Environmental Protection Agency if required by applicable EPA regulations.

13. **[No County Subsidies.]** Coplay-Whitehall, County Authority, Salisbury, South Whitehall, the Borough of Alburtis and Alburtis Authority<sup>10</sup>, the Borough of Macungie and Macungie Authority, Lower Macungie Township and Lower Macungie Township Authority and Upper Macungie Township and Upper Macungie Township Authority agree that they will not accept from the County of Lehigh any payments or contributions of any kind to subsidize their respective sewer systems or any costs of any kind in any way related thereto, except for sewer service rendered or benefits conferred upon County property or as otherwise herein provided, and the County of Lehigh hereby specifically agrees that it will not make any such payments, either directly or indirectly. It is agreed, however, that the County may make payments for the following limited purposes:

(A) To construct, operate, and/or maintain a wastewater treatment plant, if necessary or required to solve environmental problems noted in paragraph 3 and/or to carry out provisions of any agreements with F.& M. Schaefer Brewing Company, Kraft Foods, Inc., and/or the City of Allentown, and to pay the exceptional strength charges for BOD and SS when these strength charges exceed the strength limitations imposed in the 1969 Agreement between the City of Allentown and the County of Lehigh. These strength charges shall not benefit from residential or inflow and infiltration dilution. Further the County agrees that such payments may be made only after diligent efforts have been made to seek funding from other sources and to determine the most cost effective methods.

(B) To cover any debt service deficit caused or created by non-payment of sewer charges by users or customers of a party's sewer system. The making of any such payment by the County to any party shall be specifically conditioned and contingent upon such party:

1. Imposing sewer user charges which are reasonably designed and likely to produce sufficient revenues to meet the costs of operating and maintaining that party's sewer system and making all debt service payments in connection therewith.
2. Instituting, and prosecuting with dispatch to conclusion, appropriate litigation for the collection of unpaid sewer charges against any customer or user where the total amount of such unpaid sewer charges owing by such customer or user exceeds Five Hundred Dollars (\$500.00).
3. Using such contributions or payments from the County exclusively for debt service payments.
4. Refunding to the County all such contributions or payments to the extent that the party recovers unpaid sewer charges which caused the deficit giving rise to the contribution or payment from the County, whether such recovery of sewer charges is by voluntary payment by the customer or user or is the result of litigation brought against the customer or user.

14. **[Sludge Storage and Disposal.]** All parties and all municipalities served by them agree to cooperate with the City's sludge storage and disposal program within the municipality (municipalities) being served. Further, each municipality agrees not to contest or interfere with the storage or disposal of sludge by the City in that municipality, provided that the City shall first obtain DER approval for disposal and shall conduct such disposal operations in accordance with DER requirements.

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<sup>10</sup> *But see* the Consent and Joinder of Alburtis with respect to County subsidies for Alburtis.



15. **[Additional Issues Not Yet Resolved.]** There are issues, differences or disputes outstanding between the City and the other parties to this Agreement other than those which are settled by this Agreement, and the parties agree to explore ways to arrive at resolution of said issues, differences or disputes on terms and conditions satisfactory to all parties to this Agreement. More specifically, the appropriate parties agree to enter into discussions and negotiations in an effort to attempt to arrive at agreements on the following matters:

(A) The establishment of a regional sewer agency of some type to possibly own and operate the Treatment Plant, to plan and build any future treatment plants as they may be needed, to own and operate major interceptors and to own and operate all of the collection systems themselves.

(B) The amount of any additional treatment capacity which may be required by the various parties to this Agreement.

(C) Storm water run-off controls and programs and to minimize and prevent downstream flooding problems.

(D) The regional benefits of tax base sharing and transfer of financial responsibility for City services and facilities to the County for purposes of cost effectiveness and equity.

16. **[Severability; Governing Law.]** 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 construction hereof.

17. **[Counterparts.]** This agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but 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.

{Signed and Attested by Officers of the City of Allentown, County of Lehigh, Coplay-Whitehall Sewer Authority, Lehigh County Authority, Township of Salisbury, and the Township of South Whitehall.}

### **CONSENT AND JOINDER**

{Separate consents and joinders in the following form were signed and attested by officers of the Township of Upper Macungie (undated), Borough of Macungie (dated December 29, 1981), Township of Lower Macungie (dated April 15, 1982), Upper Macungie Township Authority (undated), Borough of Macungie Sewer Authority (dated December 29, 1981), Salisbury Township Authority (dated December 17, 1981), Lower Macungie Township Authority (dated April 29, 1982):}

The {NAME OF MUNICIPALITY}, a second class township {borough} {authority} located in Lehigh County, Pennsylvania, for value received, and intending to be legally bound hereby, does hereby join in and consent to the foregoing Agreement, dated for convenience as of \_\_\_\_\_, 1981 (the "Agreement"), by and among the City of Allentown, County of Lehigh, Coplay-Whitehall Sewer Authority, Lehigh County Authority, and the Townships of Salisbury and South Whitehall, and to the extent applicable to it, agrees to abide by the terms of and be bound by the terms of said Agreement.

IN WITNESS WHEREOF, the {NAME OF MUNICIPALITY} has caused this Consent and Joinder to be duly executed and attested by its proper officers, pursuant to proper action taken by its Board of Supervisors {proper officers} this \_\_\_ day of \_\_\_\_\_, 1981.

**CONSENT AND JOINDER**

The BOROUGH OF ALBURTIS, a borough located in Lehigh County, Pennsylvania, for value received, and intending to be legally bound hereby, does hereby join in and consent to the foregoing Agreement, dated for convenience as of 29 December 1981 (the "Agreement"), by and among the City of Allentown, County of Lehigh, Coplay-Whitehall Sewer Authority, Lehigh County Authority, and the Townships of Salisbury and South Whitehall, and to the extent applicable to it, agrees to abide by the terms of and be bound by the terms of said Agreement.

A stipulation dated December 30, 1987<sup>11</sup> was executed in settlement of civil suit 81-C-1947, Borough of Alburdis vs. County of Lehigh et al. This Consent and Joinder shall not be interpreted to waive, alter, or contradict the terms of that December 30, 1987 stipulation; however, that stipulation shall not be interpreted to give the Borough of Alburdis any rights in this Agreement different from those of the other parties to this Agreement, except that nothing contained herein shall be interpreted to waive Alburdis' right to receive payments from the County of Lehigh as provided in the December 30, 1987 Settlement Stipulation.

IN WITNESS WHEREOF, the BOROUGH OF ALBURTIS has caused this Consent and Joinder to be duly executed and attested by its proper officers, pursuant to proper action taken by its Board this 13 day of Jan., 1988.

Effective Date: 19 June 1987

{Signed and Attested by Officers of the Borough of Alburdis.}

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<sup>11</sup> **Cross-Reference:** *see* Codified Ordinances ¶ 65-S(2).