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AGREEMENT

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EXHIBIT A — Existing Commitments

CONSENTS AND JOINDERS OF MUNICIPAL AUTHORITIES
CONSENT AND JOINDER OF BOROUGH OF ALBURTIS

THIS AGREEMENT, made this 1st day of April 1983, by and among LEHIGH COUNTY AUTHORITY (“Authority”), a Pennsylvania municipal authority, and COUNTY OF LEHIGH (“County”), a Pennsylvania municipal subdivision; and the Borough of MACUNGIE and the Townships of LOWER MACUNGIE, LOWHILL, UPPER MACUNGIE, UPPER MILFORD, and WEISENBERG, all Pennsylvania municipal subdivisions located in Lehigh County, Pennsylvania, hereinafter referred to collectively as “Municipalities.”

WITNESSETH:

WHEREAS, the County, and the Authority; and the Boroughs of Alburdis and Macungie and the Townships of Lower Macungie and Upper Macungie, hereinafter referred to collectively as the “Original Signatories”, entered into Agreements dated January 22, 1970¹, and August 1, 1970², (“1970 Agreements”) pursuant to which the Authority constructed an interceptor system and obtained wastewater treatment capacity from the City of Allentown (“City”) for the benefit of the Original Signatories, inter alia; and

WHEREAS, the Authority and the Original Signatories and the Township of Upper Milford by Agreement ³dated June 9, 1972, provided for use of the interceptor system and allocation of wastewater treatment capacity for Upper Milford Township; and

WHEREAS, the Authority, the Original Signatories and the Township of Weisenberg, by Agreement ⁴dated July 31, 1975, provided for sewer service to a portion of said Township commonly referred to as the Penn State Campus; and

WHEREAS, the Authority on behalf of the Municipalities entered into an Agreement with the City dated December 29, 1981, (“1981 Agreement”)⁵ under which LCA obtained additional wastewater treatment capacity and agreed to certain terms and conditions regarding the use of City wastewater facilities; and

WHEREAS, the Township of Upper Milford desires to provide sewer service to additional areas of that Township; and

WHEREAS, the Townships of Lowhill and Weisenberg desire to provide sewer service to certain areas of those Townships; and

WHEREAS, the Authority, the County, and the Municipalities desire to set forth their understanding regarding allocation of the capacity obtained under the December 29, 1981, Allentown Agreement, the means of calculating rates and charges and other matters related to sewer service.

¹ **Cross-Reference:** *see* Codified Ordinances ¶ 65-O(1).

² **Cross-Reference:** *see* Codified Ordinances ¶ 65-O(2).

³ **Cross-Reference:** *see* Codified Ordinances ¶ 65-O(6).

⁴ Not reproduced.

⁵ **Cross-Reference:** *see* Codified Ordinances ¶ 65-Q(2).

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, represent, covenant and agree as follows:⁶

ARTICLE I

GENERAL

SECTION 1.01. **[Incorporation of Preambles.]** All of the preambles to this Agreement above set forth are hereby incorporated into and made a part of this Agreement.

SECTION 1.02. **[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, or to waive, release, surrender or bar any rights, claims, demands or defenses of any of the parties hereto in any issues, transactions or controversies among any of the parties, or 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.

SECTION 1.03. **Definitions:** “*Municipality*” or “*Municipalities*” means individually or collectively, as appropriate, the Borough of Macungie and the Townships of Lower Macungie, Lowhill, Upper Macungie, Upper Milford and Weisenberg, all Pennsylvania municipal subdivisions located in Lehigh County, Pennsylvania.

“*Original Signatories*” means the Boroughs of Alburdis and Macungie and the Townships of Lower Macungie and Upper Macungie, originally designated as the “Municipalities” in the 1970 Agreements.

“*Hydraulic Flow*” means the volume of wastewater discharged by a Municipality to the interceptor system.

“*Allowable Loadings*” means the strength of the wastewater discharged by any Municipality as measured by three characteristics, namely five day Biochemical Oxygen Demand (“BOD”), Suspended Solids (“SS”), and Total Kjeldahl Nitrogen (“TKN”) all as measured in accordance with *Standard Methods for Examination of Water and Wastewater*, current edition (*Standard Methods*).

ARTICLE II

ALLOCATIONS

SECTION 2.01. **Hydraulic Flow.** The purpose of this section is to provide a basis for allocation of the 6.15 million gallons per day (“mgd”) treatment capacity available to the Municipalities as a result of the 1981 Agreement.⁷ Allocations of hydraulic flow will be based upon the 1979 flow of each Municipality plus certain existing industrial/commercial and residential allocation commitments as outlined in Exhibit A attached hereto and made a part hereof. The balance of the capacity is apportioned to an industrial/commercial allocation pool and a residential allocation pool which will be administered as described below. Accordingly, the parties hereby agree to the hydraulic flow limits of the respective Municipalities and the commitments to the industrial/commercial and residential pool as follows:

⁶ **Cross-Reference:** Under Article III of an Amendment applicable after June 30, 1993 (*see* Codified Ordinances ¶ 65-R(11)), the Municipalities agree to the establishment of Working Capital Reserves.

⁷ **Cross-Reference:** Additional allocation beyond the 6.15 mgd covered by this Agreement, which was purchased from the City in 1986, is **not** governed by this Agreement, but by the 1987 Post-1985 Allocation Agreement. *See* Codified Ordinances ¶ 65-R(7).

TABLE I
HYDRAULIC FLOW ALLOCATION

<u>Municipality</u>	<u>1979 Flow</u>	<u>Existing Commitments</u>		<u>Allocation</u>
		<u>Industrial/ Commercial</u>	<u>Residential</u>	
Alburtis	102,000			102,000
Macungie	215,000		43,000	258,000
Lower Macungie	1,051,000		104,000	1,155,000
Upper Macungie	2,920,000	949,000	96,000	3,965,000
Upper Milford	10,000	20,000		30,000
Weisenberg	2,000			<u>2,000</u>
			Sub-Total	5,512,000
*Lower Macungie (East of PA Turnpike)				250,000
Industrial/Commercial Pool				31,000
Residential Pool				<u>357,000</u>
			Total	<u>6,150,000</u>

*In accordance with Paragraph 5 of the 1981 Agreement

SECTION 2.02. **Allowable Loadings.** The design capacity of the Allentown Treatment Plant with respect to the allowable loading criteria is:

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

Accordingly, based upon the hydraulic flow allocations to each Municipality and the aforementioned design capacities of the treatment plant, the allowable loadings of each of the Municipalities shall be as follows:

TABLE II
ALLOWABLE LOADINGS

<u>Municipality</u>	<u>Allowable Loadings lb/day</u>		
	<u>BOD</u>	<u>SS</u>	<u>TKN</u>
Alburtis	179	196	34
Macungie	452	495	86
Lower Macungie	2023	2216	385
Upper Macungie	6944	7606	1323
Upper Milford	53	58	10
Weisenberg	<u>4</u>	<u>4</u>	<u>1</u>
Sub-total	9655	10575	1839
Lower Macungie (E. of PA Turnpike)*	438	480	83
Industrial/Commercial Pool	54	59	10
Residential Pool	<u>624</u>	<u>683</u>	<u>119</u>
Total	10771	11797	2051

*In accordance with Paragraph 5 of the 1981 Agreement.

It is recognized that the wastewater loadings presently discharged by Upper Macungie Township exceed its allowable loadings because of the absence of pretreatment of certain industrial waste. Considering this, the parties agree that the allowable loadings attributable to Upper Macungie Township shall be waived until

~~December 29, 1986~~ the Successful Start Up of the County's new pretreatment plant, as specified in paragraph 4 of the 1 August 1986 Agreement⁸ between the City and the Authority, at which time the County agrees to provide or cause to be provided such pretreatment as to bring the loadings resulting from said industrial wastes within the design capacities of the Allentown Treatment Plant.⁹

SECTION 2.03. **250,000 gpd Allocation to Lower Macungie Township.** The allocation of 250,000 gallons per day and its equivalent loadings to Lower Macungie Township for that area of Wescosville east of the Pennsylvania Turnpike are incorporated herein as a pass through of capacity designated in the 1981 Agreement. Therefore, that capacity will not be subject to the terms and conditions of the following sections of Article II and Article III, but will be under the singular control of Lower Macungie Township.

For purposes of billing costs attributable to this capacity or use thereof, the Authority shall pass on the billings from the City directly to the Township without addition of any other costs. With regard to this 250,000 gpd allocation, Lower Macungie Township shall be subject to the penalties established under Article IV pursuant to the 1981 Agreement.

SECTION 2.04. **Allocation from Industrial/Commercial and Residential Pools.** Capacity in said pools will be available to each Municipality on a first come first served basis.¹⁰ The required allocation (hydraulic flow and allowable loadings) will be granted to a Municipality when a person applies for an allocation. The application shall include a request for a specific capacity requirement which shall be determined by the applicant and approved by the Municipality. When the allocation application is filed the applicant shall pay an allocation fee ("Allocation Fee") of \$805 per 1,000 gallons per day, such fee shall be payable to the Authority to reimburse costs for obtaining the treatment capacity from the City under the 1981 Agreement.¹¹

In addition to the Allocation Fee, an applicant in Lowhill, Upper Milford, or Weisenberg Township shall pay a fee ("Interceptor Fee") to the Authority of \$600/1000 gal. Such fee is to contribute toward the annual debt service payments on the interceptor system from 1971 to 1982.¹²

In the case of new construction, the allocation application shall be filed when a building permit application is filed. In the case of additional use by an existing user and municipal construction of facilities to serve an existing developed area, the application shall be filed whenever the capacity is required.

⁸ **Cross-Reference:** see Codified Ordinances ¶ 65-Q(5).

⁹ As amended by Section 4.01 of the August 1, 1987 Amendment (see Codified Ordinances ¶ 65-R(6)), which changed the date shown ~~stricken through~~ to the date shown in *italics*.

¹⁰ **Cross-Reference:** see Article II of the 1987 Amendment to this Agreement (Codified Ordinances ¶ 65-R(6)) for an allocation from the residential pool to Upper Macungie and Lower Macungie Townships.

¹¹ **Cross-Reference:** the Allocation Fee was abolished under Section 3.01 of the 1987 Amendment to this Agreement (see Codified Ordinances ¶ 65-R(6)), effective after the residential pool allocation to Upper Macungie and Lower Macungie Townships described in the preceding footnote.

¹² **Cross-Reference:** the Interceptor Fee was changed to \$350/1000 gal. under Section 3.02 of the August 1, 1987 Amendment to this Agreement (see Codified Ordinances ¶ 65-R(6)), and made applicable to all Municipalities except with respect to allocation described in that Section 3.02. After June 30, 1993, an Amendment to this Agreement provides that Interceptor Fees are to be deposited in a sub-account of the Sewer Revenue Account, and their use is limited as set forth in Section 2.02 of the Amendment. See Codified Ordinances ¶ 65-R(11).

The applicant shall have six months from the granting of the allocation to make a substantial effort to utilize the allocation. For purposes of new construction, substantial effort shall be defined as having the unit under roof. For purposes of additional use by an existing user, substantial effort shall be defined as having utilized at least 80% of the allocation. For purposes of municipal construction of facilities to serve existing development, substantial effort shall be defined as having awarded construction contracts and having commenced construction of the facilities. In the event that substantial effort is not made within the six month period, the allocation will lapse, in which case the capacity shall be returned to the appropriate pool, without reimbursement of any Allocation or Interceptor Fees.

The Allocation and Interceptor Fees shall be reviewed annually by the Authority and the Municipalities considering all relevant factors, and may be adjusted accordingly upon unanimous consent of the Municipalities.

No applicant shall receive any additional capacity from the pools until the applicant has used all existing committed allocation as shown on Exhibit A.

Capacity for Upper Milford, Weisenberg, and Lowhill Townships shall be subject to the limits established in the 1981 Agreement.

If a Municipality desires to sewer any existing developed area, it shall apply for allocation and pay the Allocation Fee, except for the Original Signatories, who shall be exempt from paying the Allocation Fee. In addition, Lowhill, Upper Milford, and Weisenberg Townships shall pay the Interceptor Fee.

In the event that there shall be insufficient capacity to meet all allocation requests, those requests for capacity that will provide service to existing developed areas will be given priority over requests that will provide service to new development.

SECTION 2.05. Administration. The pools and allocation therefrom shall be administered by a group, organization, or individual (“Administrator”) selected by unanimous agreement of the Municipalities. The Administrator shall be responsible for record keeping and the following procedures established under this section. Such responsibility shall not extend to evaluating allocation needs nor any associated judgments.

The Administrator shall monitor industrial/commercial and residential growth data for the area and project future sewer capacity needs giving consideration to total EDU’s, existing allocations, approved subdivision plans, and proposed developments. The Administrator shall advise the Municipalities quarterly of the allocation pool status and the projected sewer needs.

When the available capacity in the residential pool falls to 150,000 gpd, the Authority shall make every effort to obtain additional capacity from available sources.

SECTION 2.06. Additional Allocations. Any additional capacity obtained from Allentown, or from removal of infiltration and inflow in the interceptor or Municipality collector system or any other source will be allocated between the pools by unanimous decision of the parties hereto when such capacity becomes available. If the parties are unable to reach an unanimous decision within a period of three months after additional capacity becomes available, such determination shall be made under the arbitration provision of Section 5.02.

SECTION 2.07. Relinquishment of Existing Commitments.¹³ If existing committed allocation (shown on Exhibit A) is relinquished, such capacity shall be ~~allocated in accordance with the provisions of Section 2.05~~ returned to the Authority as capacity for use of all parties to this Agreement.

¹³ As amended by Section 4.02 of the August 1, 1987 Amendment (*see* Codified Ordinances ¶ 65-R(6)), which deleted the language shown ~~stricken through~~ and inserted the language shown in *italics*.

ARTICLE III
RATES AND CHARGES

SECTION 3.01. **User Charge Methodology.**¹⁴ ~~The County and the Municipalities agree to establish a User Charge System having substantially identical rate methodology to that adopted by the City in its Report on Sewer Service Charges dated June 1, 1979, or any subsequent revision thereto which complies with the provisions of the 1981 Agreement. The parties agree to establish user charges following substantially identical rate-making methodology to that outlined in the Authority's Report on Wastewater User Charges dated July 1985, revised October 1985, or any subsequent revision thereto which complies with the provisions of this Agreement. No later than October 1 of each year, the Authority shall review user charges for the following calendar year.~~

SECTION 3.02. **County Charges to the Municipalities.**¹⁵ The County shall allocate the costs attributable to use of the City interceptor system and wastewater treatment plant, and use of the LCA interceptor in accordance with a user charge methodology which has been prepared pursuant to Section 3.01 above. Operating and maintenance costs attributable to the interceptor and to the City facilities shall be allocated to both the hydraulic flow and loadings parameters. Debt service costs attributable to City facilities and to the Authority interceptor shall be allocated in proportion to the hydraulic flow allocation to each Municipality. Such allocation shall be determined from Table I, Section 2.01, plus any subsequent allocation which has been made to the Municipality from the industrial or residential pool.

For billing purposes, the hydraulic flow for each Municipality shall be determined by taking the sum of the hydraulic flow discharges from each customer served by that Municipality. The customer hydraulic flow discharge shall be determined by one of the following methods:

- (a) The customer sewer meter, if any;
- (b) Where a sewer meter is not available, but where there is a water meter: for industrial and commercial users, the monthly water meter readings shall be utilized to determine the wastewater flow; for residential users, the water meter readings covering the first calendar quarter of the year shall be utilized to determine the discharge for each residence throughout that year.
- (c) Where neither a sewer or water meter is available, 220 gallons/day shall be used as the discharge for each residential unit and a method of estimation approved by the Municipality's Consulting Engineer shall be used to determine the discharge for commercial or industrial users.

For billing purposes, loadings discharged by each Municipality shall be determined by taking the sum of the discharges of the individual customers served by a Municipality. In order to determine the customer loadings discharge, the following waste strength determinations shall be utilized:

- (a) For all users discharging a waste with a strength greater than 300 milligrams per liter (mg/l) of BOD, 360 mg/l of SS or 85 mg/l of TKN, the results of the laboratory tests conducted with a frequency and duration in accordance with current policies established by the Authority as part of the Annual Interceptor Operating Budget;

¹⁴ As amended by Section 4.03 of the August 1, 1987 Amendment (*see* Codified Ordinances ¶ 65-R(6)), which deleted the language shown ~~stricken through~~ and inserted the language shown with double underlining.

¹⁵ **Cross-Reference:** The County Pre-treatment Plant is governed by the provisions of the April 17, 1991 Amendment to this Agreement (*see* Codified Ordinances ¶ 65-R(9)) from September 1990 to December 1994.

(b) For customers whose waste strength is equal to or less than 300 mg/l of BOD, 360 mg/l of SS and 85 mg/l, of TKN, the assumed waste concentration established in the Authority's then current User Charge System.

SECTION 3.03. **Municipality Charges to Customers.**¹⁶ In addition to the typical usage charges by the Municipality to its customers, each Municipality shall charge any holder of unused capacity a minimum annual carrying charge of ~~\$65/1000 gallons~~ *\$73/1000 gallons* on any unused allocation. A Municipality may, at its option, add additional costs to this carrying charge.

Said carrying charge fee shall be reviewed annually by the Authority, and the Municipalities considering all relevant factors, and may be adjusted accordingly upon unanimous consent of the Municipalities.

SECTION 3.04. **Timely Payments.** All payments required hereunder to be made by the Municipalities shall be made within 30 days of the determination by the Authority of the amount due and notice thereof by the Authority to the Municipality. Said 30 day period shall begin on the date appearing on the statement of charges which shall coincide with the mailing date.

ARTICLE IV
PENALTIES

The intended purpose of this Article is to set forth penalties for failure to impose exceptional strength charges, excessive hydraulic flow, and late payments.

SECTION 4.01. **Exceptional Strength Charges.**¹⁷ ~~The purpose of this section is to insure that each party imposes Exceptional Strength Charges against any user discharging wastewater ("Exceptional Strength Waste") exceeding 300 mg/l of BOD, 360 mg/l of SS or 85 mg/l of TKN. If wastewater discharged by a Municipality exceeds the following Strength Limitations, the provisions of this sub paragraph shall apply:~~

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

~~In the event any Municipality's discharge shall exceed any of the foregoing limits in any billing period, that Municipality shall prepare and submit to the other Municipalities and the Authority a computation showing the concentration which would result after deducting from such Municipality's discharge the wastewater (Hydraulic Flow and Loading) discharged by individual customers against whom said Municipality has levied an Exceptional Strength Charge.~~

~~A deduction for BOD shall only be made for the pounds of BOD discharged by individual customers against whom the Municipality has levied an Exceptional Strength Charge for BOD. A deduction for SS shall only be made for the pounds of SS discharged by individual customers against whom the Municipality has levied an Exceptional Strength Charge for SS. A deduction for TKN shall only be made for the pounds of TKN discharged by individual customers against whom the Municipality has levied an Exceptional Strength Charge for TKN.~~

¹⁶ As amended by Section 4.04 of the August 1, 1987 Amendment (*see* Codified Ordinances ¶ 65-R(6)), which changed the amount shown ~~stricken through~~ to the amount shown in *italics*, effective 1 January 1976.

¹⁷ Deleted by Section 4.05 of the August 1, 1987 Amendment (*see* Codified Ordinances ¶ 65-R(6)).

~~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 customers to determine that all users discharging Exceptional Strength Waste are properly charged. If uncharged customers 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 then current Authority rates for each parameter.~~

SECTION 4.02. **Hydraulic Flow.**¹⁸ If for any calendar year a Municipality's average hydraulic flow which shall be defined as the hydraulic flow as determined under the provisions of Section 3.02 plus its pro rata share of the service area infiltration and inflow, exceeds the hydraulic flow allocations as set forth in this Agreement, then the Municipality 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 Municipality exceeding its capacity shall pay for all flow in excess of 100% of the allocated capacity at twice the then current Authority's flow rate.~~
- ~~2. When the average annual hydraulic flow is greater than 110% but equal to or less than 120% of the allocated capacity, the Municipality exceeding its capacity shall pay for all flow in excess of 100% of the allocated capacity at three times the then current Authority's flow rate.~~
- ~~3. When the average annual hydraulic flow is greater than 120% of the allocated capacity, the Municipality exceeding its capacity shall pay for all flow in excess of 100% of the allocated capacity at four times the then current Authority's flow.~~

SECTION 4.03. **Timely Payments.** If any Municipality fails to pay any charges to the Authority when due that party shall pay a penalty. The penalty shall be 5% of the payment due if not paid within 30 days from billing date, and an additional 5% of the payment due if not paid within 60 days, and thereafter an additional 1% per month or fraction thereof.

If there shall be a dispute over any charges, the Municipality disputing the charges shall make payment within the thirty (30) day limit, notifying the Authority of the substance of the dispute. The Authority shall invest such disputed monies until the dispute shall be settled and any income earned on said investment shall be distributed to the other Municipalities and the disputing Municipality in proportion to the dispute settlement apportionment.

SECTION 4.04. **Penalty Distribution.** All penalties collected under Article IV shall be distributed in proportion to each Municipality's share of the annual billable flow as part of a preparation of the Authority's annual reconciliation of expenses, discharges and revenues, provided, however, that any Municipality paying a penalty shall not share in the distribution of said penalty.

¹⁸ Deleted by Section 4.06 of the August 1, 1987 Amendment (*see* Codified Ordinances ¶ 65-R(6)).

ARTICLE V
MISCELLANEOUS

SECTION 5.01. **Determination of Waste Strength.** The results of samples collected by Authority personnel, and tested in the Authority laboratory, shall be conclusive for purposes of determining waste strength.¹⁹

SECTION 5.02. **Resolution of Disputes.** Any dispute or claim arising out of or relating to this Agreement or the 1970 Agreements shall be settled or determined by arbitration conducted in accordance with the provisions of this section. 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 to this Agreement 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.

SECTION 5.03. **[Removal of Infiltration and Inflow.]**²⁰ The Authority and the Municipalities agree to pursue the removal of infiltration and inflow (“I/I”) as part of the ongoing operation and maintenance of their respective systems. Each party shall annually prepare a report summarizing the results of the I/I removal efforts during the preceding year *[which] shall be submitted to the Authority by 1 March each year.* These individual reports shall be consolidated into a summary report by the Authority, which shall be distributed to the Municipalities no later than May 1 each year.

SECTION 5.04. **Commitment to Allentown Agreements and 1970 Agreements.** The Municipalities hereby agree to be bound by the terms of the December 22, 1969 Allentown Agreement²¹ and the 1981 Agreement as though they were parties, thereto.

Further, the Townships of Lowhill, Upper Milford and Weisenberg agree to be bound by the terms of the 1970 Agreement, as amended hereby and shall be entitled to the rights and privileges thereunder, except the right to take ownership of the Interceptor System shall be limited to the Original Signatories only.

SECTION 5.05. **[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.

SECTION 5.06 **[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, the parties have caused these presents to be executed by their duly authorized officers as of the day and year indicated below.

¹⁹ **Cross-Reference:** The County Pre-treatment Plant is governed by the provisions of paragraph 4 of the April 17, 1991 Amendment to this Agreement . *See* Codified Ordinances § 65-R(9).

²⁰ Material in *italics* added by Section 4.07 of the August 1, 1987 Amendment (*see* Codified Ordinances § 65-R(6)).

²¹ **Cross-Reference:** *see* Codified Ordinances § 65-Q(1).

{Signed and Attested by Officers of Lehigh County Authority, County of Lehigh, Borough of Macungie, Lower Macungie Township, Lowhill Township, Upper Macungie Township, Upper Milford Township, and Weisenberg Township.}

EXHIBIT A

EXISTING COMMITMENTS

Industrial/Commercial Pool	<u>gpd</u>
Upper Macungie Township	
Schaefer Brewery	720,000
Kraft Foods	105,000
Iron Run	<u>124,000</u>
Total	<u>949,000</u>
Upper Milford Township	
Stewart Sandwich (Colebrook Farms)	Total <u>20,000</u>
Residential Pool	
Macungie	
Lehigh County Elderly Housing	10,000
C&F Associates	2,000
Indian Hill	7,000
Hillcrest Manor	<u>24,000</u>
Total	<u>43,000</u>
Lower Macungie	
Brookside Village	18,000
Fairways at Brookside, Section IV	17,000
Hidden Valley, Sections I & II	12,000
Millbrook Farms, Section III	16,000
Pheasant Run	2,000
Shepherd Hills, Section 2	17,000
Shepherd Hills, Section 2A Extended	12,000
Shepherd Hills Office Center	3,000
Country Downs, Section 2	<u>7,000</u>
Total	<u>104,000</u>
Upper Macungie	
Applewood	43,000
Cameo Woods	31,000
Briarwood	12,000
Oakland Park	<u>10,000</u>
Total	<u>96,000</u>

CONSENT AND JOINDER

{Separate consents and joinders in the following form were signed and attested by officers of Lower Macungie Township Authority (dated May 17, 1983); Upper Macungie Township Authority (dated April 14, 1983):}

The {Name of Authority}, an 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 1 April 1983 by and among the Lehigh County Authority, County of Lehigh, Borough of Macungie, and the Townships of Lower Macungie, Lowhill, Upper Macungie, Upper Milford, and Weisenberg, and to the extent applicable to it, agrees to abide by the terms of and be duly bound by terms of said Agreement.

IN WITNESS WHEREOF, the {Name of Authority}, has caused this Consent and Joinder to be executed and attested by its proper officers, pursuant to proper action taken this ___ day of _____, 1983.

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 the consent to the foregoing Agreement, dated for convenience as of 1 April 1983, by and among the County of Lehigh, Borough of Macungie, and the Townships of Lower Macungie, Lowhill, Upper Macungie, Upper Milford and Weisenberg, and to the extent applicable to it, agrees to abide by the terms and be bound by the terms of said Agreement.

A stipulation dated December 30, 1987²² 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 this 13 day of Jan., 1988.

Effective Date: 19 June 1987

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

²² **Cross-Reference:** *see* Codified Ordinances ¶ 65-S(2).