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## **AGREEMENT**

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CONSENT AND JOINDER OF ALLENTOWN AUTHORITY AND CITY OF ALLENTOWN  
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EXHIBIT "A"

THIS AGREEMENT, made this 27th day of April, 1972, by and between LEHIGH COUNTY AUTHORITY and the COUNTY OF LEHIGH, as parties of the first part, and EMMAUS MUNICIPAL AUTHORITY and the BOROUGH OF EMMAUS, as parties of the second part.

WITNESSETH:

WHEREAS, The Authority is in the process of constructing and acquiring the sewage facilities contemplated by the Project; and

WHEREAS, The Authority, as lessor, pursuant to terms and conditions of an Agreement of Lease, dated as of January 1, 1971, has leased the Interceptor System to the County, as lessee, for use and operation; and

WHEREAS, The County, the Municipalities and the Local Authorities have agreed, pursuant to terms and conditions of the Service Agreements, that the Municipalities' Sewage Collection Systems will be connected to the Interceptor System so that Sewage collected in the Municipalities' Sewage Collection Systems, subject to terms and conditions of the Service Agreements, may be discharged into the Interceptor System for transportation and ultimate treatment and disposal; and

WHEREAS, The County and the Authority, with the consent and joinder of the Municipalities, have provided for the discharge of Sewage from the Interceptor System to the sewer system presently being operated and maintained by the City for further transportation and for treatment and disposal pursuant to and in accordance with terms and conditions of the Allentown Agreements; and

WHEREAS, Emmaus Authority presently owns the Emmaus Sewage Collection System; and

WHEREAS, Emmaus Authority, as lessor, pursuant to terms and conditions of an Agreement of Lease, dated as of December 1, 1959, has leased the Emmaus Sewage Collection System to Emmaus Borough, as lessee, for use and operation; and

WHEREAS, Sewage collected in the Emmaus Sewage Collection System presently is discharged into the sewer system presently being operated and maintained by the City for further transportation and for treatment and disposal pursuant to and in accordance with terms and conditions of existing agreements by and between Emmaus Authority and/or Emmaus Borough, on the one hand, and City, on the other hand; and

WHEREAS, Emmaus Authority and Emmaus Borough desire to provide an alternate means of transportation of Sewage collected in the Emmaus Sewage Collection System to the sewer system presently being operated and maintained by the City; and

WHEREAS, The Authority and the County, upon terms and conditions set forth herein and subject to the restrictions and limitations set forth herein, are willing to provide certain capacity in the portion of the Interceptor System contemplated by the Project, which presently is being constructed and acquired by the Authority in order to transport Sewage collected in the Emmaus Sewage Collection System to the sewer system presently being operated and maintained by the City.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. **[Definitions.]** The terms and phrases defined in this Section 1, for all purposes of this Agreement, including any Consents and/or Joinders attached hereto, shall have the meanings herein specified, unless the context otherwise requires:

“*Administrative Expenses*” means compensation and of expenses officers and members of the Board of the Authority; legal, printing, advertising, engineering, architectural and auditing fees and expenses of the Authority; fees and expenses of any trustee appointed under the Indenture of the Authority relating to the Interceptor System and other items of general administrative expense incurred by the Authority with respect to the Interceptor System.

“*Alburtis Authority*” means Borough of Alburtis Sewer Authority, a municipality authority Organized and existing under the Authorities Act.

“*Allentown Agreements*” means, collectively, the Agreement<sup>1</sup>, dated December 22, 1969, between the City, as party of the first part, and the Authority, as party of the second part, and the Loan Agreement<sup>2</sup>, dated December 22, 1969, by and among the City, as party of the first part, and Coplay-Whitehall Sewer Authority, South Whitehall Township Authority and Salisbury Township Authority, as parties of the second part, and the County, as party of the third part, including any amendments and/or supplements to either or both of said agreements at any time constituting a part of either or both of said Agreements.

“*Allentown Authority*” means Allentown Authority, a municipality authority organized and existing under the Authorities Act.

“*Authority*” means Lehigh County Authority, a municipality authority organized and existing under the Authorities Act.

“*Authorities Act*” means the Act of the Pennsylvania General Assembly, known as the “Municipality Authorities Act of 1945”, approved May 2, 1945, P.L. 382, as amended and supplemented from time to time.

“*B.O.D.*” means biochemical oxygen demand.

“*City*” means the City of Allentown, Lehigh County, Pennsylvania, a municipal subdivision of the Commonwealth.

“*Commonwealth*” means the Commonwealth of Pennsylvania.

“*County*” means the County of Lehigh, Pennsylvania, a municipal subdivision of the Commonwealth.

“*Emmaus Authority*” means Emmaus Municipal Authority, a Pennsylvania municipality authority incorporated by Emmaus Borough and organized and existing under the Authorities Act.

“*Emmaus Borough*” means the Borough of Emmaus, Lehigh County, Pennsylvania, a municipal subdivision of the Commonwealth.

“*Emmaus Sewage Collection System*” means all facilities from time to time owned by Emmaus Authority and/or Emmaus Borough and used or useful in the collection and transportation of Sewage in Emmaus Borough and any area adjacent thereto which now or hereafter may be served by Emmaus Authority and/or Emmaus Borough, including all appurtenant facilities and properties acquired or constructed in connection therewith.

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

<sup>2</sup> No longer in effect.

“*Interceptor System*” means all facilities to be acquired and/or constructed, as contemplated by the Project, together with all appurtenant facilities and properties which the Authority has acquired or hereafter shall acquire in connection therewith, including all property, real, personal and mixed, rights, powers, licenses, easements, rights of way, privileges, franchises and any and all other property or interests in property of whatsoever nature used or useful in connection with such facilities, and together with all additions, extensions, alterations and improvements which may be made or acquired, from time to time. As of any particular time, “*Interceptor System*” shall mean the facilities contemplated by the Project and all property, real, personal and mixed, rights, powers, licenses, easements, rights of way, privileges, franchises and any and all other property or interests in property of whatsoever nature used or useful in connection with such facilities, and capital additions (including property in the nature of capital additions acquired or constructed from funds wholly or partially contributed or advanced by users, developers or other persons) acquired, owned, made or constructed by or for the Authority; and the “*Interceptor System*”, without intending to limit the generality of the foregoing, as of any particular time, shall include all buildings, basins, machinery, mains, conduits, pipes, pipe lines, interceptor lines, trunk lines, sewer plants and systems, tanks, shops, pumping stations, ejector stations, force mains, outfall lines, treatment and pretreatment plants and systems, fixtures, engines, boilers, pumps, meters and other equipment, all personal property and all franchises, land, rights of way, privileges, easements, licenses, rights and any other interests in real property owned by the Authority and used or useful in connection with the collection, transportation, treatment and/or disposition of Sewage.

“*Local Authorities*” means, collectively, Alburtis Authority, Lower Macungie Authority, Macungie Authority and Upper Macungie Authority.

“*Lower Macungie Authority*” means Lower Macungie Township Authority, a municipality authority organized and existing under the Authorities Act.

“*Macungie Authority*” means Borough of Macungie Sewer Authority, a municipality authority organized and existing under the Authorities Act.

“*Municipality*” or “*Municipalities*” means, individually or collectively, as applicable and appropriate: the Townships of Lower Macungie and Upper Macungie and the Boroughs of Alburtis and Macungie, municipal subdivisions of the Commonwealth, all located in Lehigh County, Pennsylvania.

“*Municipalities’ Sewage Collection Systems*” means all facilities from time to time owned by the Local Authorities and/or the Municipalities, as applicable and appropriate, and used or useful in the collection and transportation of Sewage in the Municipalities and any area adjacent thereto which now or hereafter may be served by the Local Authorities and/or the Municipalities, including all appurtenant facilities and properties acquired or constructed in connection therewith.

“*Operating Expenses*” means all expenses required in operating and maintaining the Initial Interceptor System, as contemplated by the Project including, in each case, without intending to limit the generality of the foregoing:

- A. Expenses of operation, maintenance, repair, alteration, insurance and inspection;
- B. Expenses of managerial, supervisory, administrative, engineering, architectural, legal and auditing services;
- C. All taxes, assessments and charges, including, without intending to limit the generality of the foregoing, income, profits, property, franchise and excise taxes; and
- D. Sums payable to any person, which sums under sound accounting and/or engineering practice, constitute expenses of operation and maintenance; provided, however, that, for the purpose of this Agreement only, sums payable under provisions of the Allentown

Agreements relative to transportation, treatment and/or disposal of Sewage discharged from the Interceptor System shall not be deemed to be Operating Expenses.

“*pH*” means the logarithm of the reciprocal of the concentration of hydrogen ions expressed in grams per liter of solution, indicating the degree of acidity or alkalinity of a substance.

“*Project*” means the undertakings initially contemplated by the Authority in connection with the construction and acquisition by the Authority of a system of interceptor sewers, including trunk sewers and other related and necessary appurtenant facilities, for the purpose of receiving Sewage to be collected in the sewage collection systems contemplated to serve the Municipalities and transporting such Sewage to the sewer system presently being operated and maintained by the City, subject to the terms and condition of the Service Agreements, which construction shall be in accordance with plans and specifications prepared therefor by the firm of A.L. Wiesenberger Associates, Inc., Consulting Engineers, Allentown, Pennsylvania, or in accordance with such changes, modifications and alterations of such plans and specifications, approved as provided in the Indenture of the Authority relating to the Interceptor System.

“*Service Agreements*” means, collectively, the Agreement<sup>3</sup>, dated January 22, 1970, by and among the Authority, the County, the Borough of Alburtis, the Borough of Macungie, the Township of Upper Macungie, all located in Lehigh County, Pennsylvania, and Lower Macungie Authority, in which Agreement the Township of Lower Macungie, Lehigh County, Pennsylvania, has joined and has agreed to be bound by the terms and conditions thereof by execution of a Consent and Joinder thereto, and the Service Agreement<sup>4</sup>, dated as of August 1, 1970, between the County, on the one hand, and the Municipalities, on the other hand, in which Service Agreement the Authority and the Local Authorities have joined and have agreed to be bound by terms and conditions thereof by execution of Consents and Joinders thereto, including any amendments and/or supplements to either or both of said Agreements at any time constituting a part of either or both of said Agreements.

“*Sewage*” means domestic sewage and/or industrial wastes, as such terms usually and customarily are used by sanitary engineers.

“*Suspended Solids*” means the filterable residue of the wastes as determined by the latest edition of “Standard Methods for Examination of Water and Waste Water”, published by the American Public Health Association.

“*Upper Macungie Authority*” means Upper Macungie Township Authority, a municipality authority organized and existing under the Authorities Act.

**SECTION 2. [Right of Emmaus Collection System to Connect to the Interceptor System.]**  
County Authority and County hereby grant to Emmaus Authority and/or Emmaus Borough, as appropriate, the perpetual right to connect the Emmaus Sewage Collection System to the Interceptor System and to discharge Sewage thereinto so long as the Interceptor System shall remain operable within the volume limitations set forth in Section 3 hereof at the following points:

A. A connection to the Interceptor System at Manhole Number 28 as shown on Exhibit “A” attached hereto. (252,000 gpd)

B. A connection to the Interceptor System at Manhole Number 34 as shown on Exhibit “A” attached hereto. (5,000 gpd)

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<sup>3</sup> **Cross-Reference:** see Codified Ordinances ¶ 65-O(1).

<sup>4</sup> **Cross-Reference:** see Codified Ordinances ¶ 65-O(2).

C. A connection to the Interceptor System at Manhole Number 47 as shown on Exhibit "A" attached hereto. (2,120,000 gpd)

SECTION 3. **[Flow Limitations.]** The Sewage to be discharged from the Emmaus Sewage Collection System which is to be transported through the Interceptor System between Manhole Numbers 34 and 47, as shown on Exhibit "A" attached hereto, shall not exceed 2,120,000 gallons per day.

The Sewage to be discharged from the Emmaus Sewage Collection System which is to be transported through the Interceptor System between Manhole Numbers 28 and 34, as shown on Exhibit "A" attached hereto, shall not exceed 2,125,000 gallons per day.

The Sewage to be discharged from the Emmaus Sewage Collection System which is to be transported through the Interceptor System between Manhole Number 28 and the Authority Metering Chamber, as shown on Exhibit "A" attached hereto, shall not exceed 2,377,000 gallons per day.

It is understood that the above cited design capacities are applicable only to the Lehigh County Interceptor System and in no way affect the quantity of Sewage discharged from the Emmaus Sewage Collection System to the City of Allentown for treatment, which quantity is regulated by existing Agreements between the City of Allentown and the Borough of Emmaus.

SECTION 4. **[Capacity Purchase Price.]** Emmaus Authority and/or Emmaus Borough agree to pay to the Authority, within sixty days of the date of execution of this Agreement and all Consents and Joinders attached hereto, a total sum of \$64,424. The parties hereto agree that the aforesaid payment represents the pro rata share of Emmaus Authority and Emmaus Borough of the cost of construction and acquisition of the portions of the Interceptor System to be used, in part, for transportation of Sewage emanating from the Emmaus Sewage Collection System based upon the Design Flow (which Design Flow is two times the anticipated daily flow) allocated to Emmaus Authority and Emmaus Borough, as specified in Section 3 hereof, in relation to the total Design Flow capacity of said portions of the Interceptor System.

SECTION 5. **[Maintenance of Interceptor.]** Authority and/or County, as applicable, agree:

A. To properly maintain and operate or cause to be maintained and operated the Interceptor System.

B. *{Language missing}* the points and in the quantities herein set forth and to transport the same to the sewer system presently being operated and maintained by the City for further transportation and for treatment and disposal.

SECTION 6. **[Operating and Maintenance Expense Payments.]** Emmaus Borough or Emmaus Authority, as applicable, agree to pay to the County or Authority, as applicable, its proportionate share of Operating and Maintenance Expenses. Emmaus Borough or Emmaus Authority, as applicable, shall not be responsible for any portion of the Administrative Expenses of the Authority. The proportionate share of Emmaus Borough or Emmaus Authority of Operating and Maintenance Expenses shall be the percentage of such expenses computed by dividing the total annual volume of Sewage flowing through the Interceptor System into the annual volume of Sewage discharged from the Emmaus Sewage Collection System into the Interceptor System. Said payments shall be made at the end of each quarter-annum period as designated by the County. Said payments shall be made on the basis of estimates of annual volumes to be discharged and adjusted for overpayments or underpayments at the end of each fiscal year (which term "fiscal year" shall mean such twelve month period ending December 31) as soon as actual annual volumes are known.

SECTION 7. **[Credit for Municipalities.]** County or Authority, as applicable, agrees to apply payments received under Section 6 to payment of Operating and Maintenance Expenses. In computing charges to be made by County against the Municipalities pursuant to the terms and provisions of the Service Agreements, Operating and Maintenance Expenses chargeable to the Municipalities shall be net of any such Expenses which are paid or could be paid by County or Authority from payments received under

Section 6 thereby providing to each Municipality credit for its proportionate share of payments made by Emmaus Borough or Emmaus Authority under Section 6 hereof.

SECTION 8. **[Metering and Sampling.]** For the purpose of determining and calculating the volume and/or character of Sewage discharged from the Emmaus Sewage Collection System into the Interceptor System, Emmaus Authority and Emmaus Borough covenant and agree to construct and install, as part of the Emmaus Sewage Collection System, appropriate metering and sampling facilities which shall be acceptable to County and Authority, at each point of connection of the Emmaus Sewage Collection System to the Interceptor System, which facilities shall be maintained in a state of good repair at all times by Emmaus Authority or Emmaus Borough. All costs and expenses with respect to the foregoing shall be borne by Emmaus Authority and/or Emmaus Borough.

Meter records and access to meter installations shall be made available to any party hereto upon request. Meter readings will be made monthly by the Lehigh County Authority. These readings will be reported to the City of Allentown and Emmaus Borough.

In the event of failure of any meter at any time the Consulting Engineers of County and Authority, on the one hand, and the Consulting Engineers of Emmaus Borough and Emmaus Authority, on the other hand, shall estimate the volume of Sewage discharged from the Emmaus Sewage Collection stem into the Interceptor System, using as a basis for such estimate past records of flow. If said Consulting Engineers can not agree on such estimate they shall mutually appoint an independent Consulting Engineer to make such estimate, which estimate shall be binding on the parties hereto for such period as meter recordings were faulty or non existent.

SECTION 9. **[Prohibited Discharges.]** Emmaus Authority and Emmaus Borough agree that the Sewage discharged from the Emmaus Sewage Collection System into the Interceptor System shall not contain storm water, roof or surface drainage. No industrial waste, chemicals or other matter shall be so discharged, with or without pretreatment:

- a. having a temperature higher than 150°F.;
- b. containing more than 100 milligrams per liter (mg/l) by weight of fat, oil or grease;
- c. containing any gasoline, benzene, naptha, fuel oil or other inflammable or explosive liquid, solid or gas;
- d. containing any unground garbage;
- e. containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, paunch manure or any other solid or viscous substance capable of causing obstruction or other interference with the proper operation of the treatment plant being operated by the City;
- f. having a "pH" lower than 6.0 or higher than 9.0 or having any other corrosive or scale-forming property capable of causing damage or hazard to structures, equipment or personnel operating the treatment plant being operated by the City;
- g. containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constituting a hazard to humans or animals, or creating hazard in the receiving waters of the treatment plant being operated by the City. Toxic wastes shall include wastes containing cyanide copper and/or chromium ions;
- h. containing Suspended Solids in excess of 3 pounds per 1000 gallons and of such character that unusual attention or expense is required to handle such materials at the treatment plant being operated by the City;

- i. containing noxious or malodorous gas or substance capable of creating a public nuisance;
- j. containing B.O.D. in excess of 2.5 pounds per 1000 gallons and being of such character that unusual attention or expense is required to handle such materials at the treatment plant being operated by the City, unless otherwise agreed to by all the parties hereto and the City and permitted by the Commonwealth of Pennsylvania or any duly constituted Board, Commission or Department thereof;
- k. having a chlorine demand in excess of 0.1 pound per 1000 gallons;
- l. prohibited by any permit issued by the Commonwealth of Pennsylvania.

Emmaus Authority or Emmaus Borough, as applicable, in order to comply with this Section 9, will construct and operate or cause to be constructed and operated all necessary pretreatment facilities.

**SECTION 10. [Required Ordinances, Resolutions, etc.]** Subject to the provisions of Section 9, Emmaus Borough and Emmaus Authority agree to have enacted and enforced ordinances, resolutions, rules and regulations governing sewer connections and the admission of Sewage into the sewers, which ordinances, resolutions, rules and regulations shall conform with existing ordinances, resolutions, rules and regulations of the City and/or the County or the Authority and further agree to cause to be enacted and enforced additional ordinances, resolutions, rules and regulations to conform with future ordinances, rules and regulations adopted by the City to govern the admission of Sewage into the sewer system being operated by the City. Emmaus Authority and Emmaus Borough agree to cause to be submitted to the City appropriate copies of all ordinances, resolutions, rules and regulations, in triplicate.

**SECTION 11. [Efforts to Avoid Dangerous or Prohibited Wastes.]** Emmaus Borough and Emmaus Authority covenant and agree at all times to use all reasonable methods and due diligence to prevent the discharge into the Interceptor System of any waste, industrial or otherwise, which is dangerous to the public health or in violation of any of the restrictions set forth in Section 9 hereof.

**SECTION 12. [Perpetual Right; Duty to Pay Proper Share of Replacement Costs.]** The right granted to Emmaus Borough and Emmaus Authority to discharge Sewage from the Emmaus Sewage Collection System into the Interceptor System shall be perpetual; Provided, however, that in the event the portion of the Interceptor System being used to transport Sewage from the Emmaus Sewage Collection System is required to be replaced for any reason and the cost of such replacement can not be paid as an Operating Expense then Emmaus Borough and Emmaus Authority agree to enter into an agreement supplemental hereto which will provide for payment of its proper share of the cost of any such replacement based upon the same principles as are set forth herein. No provision contained in this Agreement shall obligate Emmaus Borough or Emmaus Authority to share in the cost of providing relief lines to the Interceptor System for the purpose of providing additional capacity in the Interceptor System so long as Sewage discharged from the Emmaus Sewage Collection System into the Interceptor System shall not exceed the volume limitations set forth in Section 3 of this Agreement.

**SECTION 13. [Effect on Relationship Between Emmaus and Allentown, and Between County and Allentown.]** This Agreement, being an agreement to provide an alternative means of transporting Sewage from the Emmaus Sewage Collection System to the sewer system presently being operated and maintained by the City shall in no way be construed as affecting the rights, privileges, obligations, duties, responsibilities or other relationship between Emmaus Borough and Emmaus Authority, on the one hand, and the City or Allentown Authority, on the other hand, or between the County and Authority, on the one hand, and the City or Allentown Authority, on the other hand, with respect to transportation, treatment or disposal of Sewage through the use of facilities being operated by the City.

In accordance with the foregoing Emmaus Borough and Emmaus Authority shall remain directly liable to the City for any charges related to transportation, treatment and disposal of Sewage emanating from the Emmaus Sewage Collection System and ultimately delivered to the sewer system presently



being operated and maintained by the City in accordance with existing agreements or any future agreements between Emmaus Borough and/or Emmaus Authority, on the one hand, and the City and/or Allentown Authority, on the other hand. No provision of this Agreement shall be construed to increase or decrease the quantity of Sewage permitted to be discharged from the Emmaus Sewage Collection System into the sewer system presently being operated and maintained by the City. Emmaus Borough and/or Emmaus Authority shall have no responsibility for any obligations of County or Authority as specified or provided for in the Allentown Agreements.

Likewise, in accordance with the foregoing, County and/or Authority shall incur no responsibility or liability to the City and/or Allentown Authority or to any other person or party under terms and provisions of the Allentown Agreements by reason of its transporting of Sewage emanating from the Emmaus Sewage Collection System to the sewer system presently being operated and maintained by the City under terms and provisions hereof. In determining any obligation or responsibility of County or Authority under terms and provisions of the Allentown Agreements the Sewage emanating from the Emmaus Sewage Collection System and discharged to the sewer system presently being operated and maintained by the City through use of the Interceptor System shall be deducted from the total volume of Sewage discharged from the Interceptor System to the sewer system presently being operated and maintained by the City and only the balance thereof shall be deemed to be Sewage discharged from the Interceptor System for all purposes of the Allentown Agreements.

SECTION 14. **[Interceptor Improvements Permitted Without Consent of Emmaus.]** The provisions of this Agreement shall in no way affect the right of the Authority to acquire or construct, from time to time, additions, extensions or improvements to the Interceptor System without securing any approval thereof from Emmaus Authority or Emmaus Borough.

SECTION 15. **[Binding Effect.]** This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

SECTION 16. **[Counterparts.]** This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized appropriate officers and their respective seals to be affixed hereunto, all as of the date and year first above written.

{Signed and Attested by officers of Lehigh County Authority, County of Lehigh, Emmaus Municipal Authority, and Borough of Emmaus.}

### **CONSENT AND JOINDER**

ALLENTOWN AUTHORITY, a Pennsylvania municipality authority and the CITY OF ALLENTOWN, a Pennsylvania municipal subdivision, for themselves, their respective successors or assigns, for value received, intending to be legally bound, do hereby consent to the execution of the foregoing Agreement and do hereby agree to be bound by the terms and conditions set forth therein. The parties hereto further agree, to the extent any action by either of them legally is required or deemed necessary or desirable in order to permit the parties to the aforesaid Agreement to comply with the terms and provisions and covenants and representations set forth therein, that they will take such action, perform such acts and otherwise cooperate to accomplish the purpose and intent of the foregoing Agreement. Without in any way limiting the generality of the foregoing the parties hereto specifically acknowledge the contents of and specifically agree to be bound by the provisions of Section 13 of the foregoing Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consent and Joinder to be duly executed and attested by their duly authorized appropriate officers pursuant to appropriate actions of their respective governing bodies.

{Signed and Attested by officers of Allentown Authority, and the City of Allentown.}

### **CONSENT AND JOINDER**

LOWER MACUNGIE TOWNSHIP AUTHORITY, BOROUGH OF MACUNGIE SEWER AUTHORITY, BOROUGH OF ALBURTIS SEWER AUTHORITY, UPPER MACUNGIE TOWNSHIP AUTHORITY, all Pennsylvania municipality authorities, and the TOWNSHIPS OF LOWER MACUNGIE and UPPER MACUNGIE and the BOROUGHS OF MACUNGIE and ALBURTIS, all Pennsylvania municipal subdivisions, for themselves, their respective successors or assigns, for value received, intending to be legally bound, do hereby consent to the execution of the foregoing Agreement and do hereby agree to be bound by the terms and conditions set forth therein. The parties hereto further agree, to the extent any action by any of them is legally required or deemed necessary or desirable in order to permit the parties to the aforesaid Agreement to comply with the terms and provisions and covenants and representations set forth therein, that they will take such action, perform such acts and otherwise cooperate to accomplish the purpose and intent of the foregoing Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Consent and Joinder to be duly executed and attested by their duly authorized appropriate officers, pursuant to appropriate actions of their respective governing bodies.

{Signed and Attested by officers of Lower Macungie Township Authority, Borough of Macungie Sewer Authority, Borough of Alburdis Sewer Authority, Upper Macungie Township Authority, Township of Lower Macungie, Township of Upper Macungie, Borough of Macungie, Borough of Alburdis.}

{Exhibit A.}<sup>5</sup>

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<sup>5</sup> Not reproduced.