

Updated 12/10/87

RELIEF INTERCEPTOR  
BASIN STREET TO KLINE'S ISLAND  
ADDENDUM NO. 2 TO THE 10 FEBRUARY 1981  
RELIEF INTERCEPTOR AGREEMENT

THIS ADDENDUM NO. 2, dated for convenience as of  
*10 September* 1987 (hereinafter referred to as  
"Addendum"), by and between the CITY OF ALLENTOWN, a third  
class city located in Lehigh County, Pennsylvania  
(hereinafter referred to as "City"), party of the first  
part,

AND

LEHIGH COUNTY AUTHORITY, a municipal authority organized and  
existing under the Municipality Authorities Act of 1945, as  
amended, with offices located in Wescosville, Pennsylvania  
(hereinafter referred to as "Authority"), party of the second  
part.

WITNESSETH:

WHEREAS, the City owns and operates a wastewater  
treatment plant; and

WHEREAS, numerous suburban municipalities and their  
authorities namely, the Boroughs of Alburtis and Macungie and  
the Townships of Lower Macungie, Lowhill, Salisbury, South  
Whitehall, Upper Macungie, Upper Milford and Weisenberg  
(hereinafter referred to as "Suburbs") collect sewage within  
their corporate boundaries and deliver it to the City  
wastewater treatment plant partly through City interceptors  
known as the Allentown/Emmaus Interceptor and the Little  
Lehigh Interceptor; and

WHEREAS, Suburbs and City have various responsibili-  
ties for wastewater conveyance through the above named  
interceptors under numerous interjurisdictional agreements;  
and

WHEREAS, Suburbs entered into an agreement dated 10  
February 1981 (hereinafter referred to as "Agreement") to  
resolve the problems with capacity limitations of the above  
named interceptors; and

WHEREAS, the City and the Suburbs may require  
additional capacity in the Little Lehigh Interceptor beyond  
that provided by the City; and

WHEREAS, it is recognized as an advantage for the City and the Suburbs to participate in a joint project; and

WHEREAS, Suburbs designated the Authority as the entity responsible for the financing, acquisition, and construction of all phases of facilities necessary to relieve City interceptors; and

WHEREAS, the Authority has constructed two phases of facilities to relieve the City's Little Lehigh Interceptor (hereinafter referred to as "Relief Interceptor System"); and

WHEREAS, on 4 June 1985, the City and Authority entered into an Addendum to the Agreement, which provides that the City and the Authority agree to cooperate and jointly engage an engineer to study the possible need for a relief sewer for the 54-inch interceptor from its junction with the Authority's existing relief force main to the City's treatment plant (the "Basin Street Relief Interceptor"); and

WHEREAS, the City requested, with Authority concurrence, the consulting engineering firm of Malcolm Pirnie, Inc. to submit proposals to evaluate the need for a Basin Relief Interceptor;

NOW, THEREFORE, the City and the Authority, as designated representative for the Suburbs by the Agreement, in consideration of agreements, conditions and covenants herein contained, each intending to be legally bound, covenant and agree as follows:

1. The parties hereby approve the Interceptor Sewer Study, Proposal for Services, RFP 87-06, dated July 1, 1987, by the engineering firm of Malcolm Pirnie, Inc., dated 14 August 1987 (attached hereto, made a part hereof and known as Exhibit "A").

2. The City and Authority will share in the costs of the Study in proportion to average daily flows for the calendar year 1987. Said proportion shall be based on the ratio of Authority flow to total plant flow. The Authority flow shall be the volume of sewage entering the Little Lehigh Interceptor from the Suburbs, except that sewage entering the Little Lehigh Interceptor from South Whitehall Township shall be reduced by 500,000 gallons per day, which is chargeable to the City. To the extent that the City includes any portion of the study costs in the wastewater rates attributable to users of the City wastewater treatment plant, LCA shall be entitled to a credit against such charges up to the amount that the Authority has paid the City under the cost-sharing provisions of this paragraph.

Total costs to be shared for the study shall not exceed \$91,000 without prior approval by the City and Authority. Said costs shall include all services provided by Malcolm Pirnie, Inc. in accordance with Exhibit A, but shall not include any other costs incurred by the City or Authority unless approved by both parties. The Authority agrees to make payment to the City calculated at the aforementioned average flow ratio, up to the specified limit based on billing statements provided by the City, within 30 days after receipt of invoice from the City.

3. The responsibilities and obligations of the City are specifically restricted to the terms of this Addendum No. 2 and shall not obligate the City to any terms of the Agreement, except as they are included herein, or in the prior Addendum.

4. In the event any provision contained in this Addendum shall be determined to be inconsistent with any provision of any other existing agreement, including the prior Addendum, between or among the two parties or any of the Suburbs and the two parties, the provisions of this Addendum shall be deemed to be controlling to the extent permitted by law.

5. If any provision hereof shall be held to be invalid, such invalidity shall not affect any other provision hereof, and remaining provisions hereof shall be construed and enforced as if such invalid provision had not been contained herein. Laws of the Commonwealth of Pennsylvania shall govern construction hereof.

IN WITNESS WHEREOF, each of the parties, for themselves, their assigns and successors, hereto has caused this Addendum to be truly executed and attested by its proper officers, pursuant to proper actions of its governing body, all as of the day and year first above written.

CITY SOLICITING OFFICE

Approved as to form

By K. Mayer

ATTEST:

Steve J. Muschman  
CITY CONTROLLER

CITY OF ALLENTOWN

BY: Joseph H. Dablow  
MAYOR

LEHIGH COUNTY AUTHORITY

ATTEST:

Kramer Schaefer  
SECRETARY

BY: Richard H. Bohner  
CHAIRMAN