



**Act 537 Sewage Facilities Plan Update  
Public-to-Public Wastewater Disposal  
System Transfer**

South Whitehall Township  
Lehigh County, PA

February 2024

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Public-to-Public Wastewater Disposal System Transfer**

South Whitehall Township  
Lehigh County, PA

Prepared for: South Whitehall Township, Lehigh County  
4444 Walbert Avenue  
Allentown, PA 18104

February 2024

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SSM File 103400.0092

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## EXECUTIVE SUMMARY

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The South Whitehall Township (SWT) owns and operates a sanitary sewer collection system that serves a population of approximately 21,080 in South Whitehall Township, Lehigh County, Pennsylvania. All wastewater from the SWT service area is conveyed to the Lehigh County Authority (LCA) City of Allentown Division Kline's Island Wastewater Treatment Plant. The plant is currently rated to treat 44.6 Million Gallons per Day (MGD) of wastewater. There are no pump stations located throughout the SWT collection and conveyance system. The Township also has existing inter-municipal agreements with the adjacent Lower Macungie Township and Salisbury Township. These systems have interconnections with the Township and convey a portion of their wastewater to the centralized collection system. This wastewater flow is also all directed to the LCA WWTP for treatment. There are a few additional wastewater treatment facilities in the Township that are privately owned and have no affiliation with the Township.

Previously, the wastewater collection system was operated and maintained by the South Whitehall Township Authority, which is a separate entity from the Township. On May 3, 2017, the Township Board of Commissioners adopted Ordinance 1021 to dissolve the South Whitehall Township Authority. As part of the dissolution, the Township was granted the ability to step into the role of the Authority, and is authorized to act on behalf of the "Authority" in matters concerning the wastewater collection system. This transfer includes the inter-municipal agreements with the neighboring entities, meaning that the Agreements will now be with the Township, rather than with the Authority. All manholes, sewer lines, and appurtenances have been transferred to the Township as well. Due to the fact that all Township utility employees that are licensed in water and sewer operations – eleven (11) in total – were already performing maintenance duties on the collection system prior to the dissolution of the Authority, there was no need to hire new staff members in order to implement this transfer. The only adjustment necessary was to transfer payroll disbursements to Township staff from the Authority's water and sewer funds. There are no municipal or purchasing entity commitments, other than those accepted by Ordinance and Resolution, which are included in **Attachment A** and **Attachment E**.

Because the dissolution of the Authority was authorized in 2017, the Township assumed the role of operation and maintenance of the collection system. The following is the official, anticipated timeline for dissolution of the South Whitehall Township Authority and transfer of property to South Whitehall Township:

<u>Activity</u>	<u>Implementation Timeline</u>
Adoption of Ordinance for South Whitehall Township Authority Dissolution	May 2017
Preparation of Act 537 Plan	May through November, 2023
Public Comment Periods	August 2023 – December 2023; February 2024 – March 2024
Resolution of Draft Adoption by Municipalities Subject to Inter-municipal Agreements	March 2024
Submittal of Act 537 Plan to PA DEP	April 2024
PA DEP Review Period*	April 2024 – October 2024
Official Resolution of Adoption by South Whitehall Township (following PA DEP Review/Approval)	November 2024
Recording of Certificate of Termination with the Commonwealth of Pennsylvania Secretary and County Recorder of Deeds	December 2024

*\*PA DEP has the statutory authority to take up to one-hundred-eighty (180) days to review the Act 537 Plan, and this timeframe is subject to change*

This Public-to-Public System Transfer Act 537 Plan Update was prepared in order to officially recognize the transfer of the South Whitehall Township Authority to South Whitehall Township, and address any previous planning that has not yet been implemented for the Township service area.

**Act 537 Plan Update**  
**South Whitehall Township**  
**Lehigh County, Pennsylvania**

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- Attachment A** – Ordinance for Authority Dissolution
- Attachment B** – Lehigh County Authority WQM Permit
- Attachment C** – South Whitehall Township Organizational Chart
- Attachment D** – Inter-Municipal Agreements
- Attachment E** – Adopted Ordinances and Resolutions
- Attachment F** – Public-to-Public System Transfer Clarification Request

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## **I. Previous Wastewater Planning**

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### **I.A. South Whitehall Township Sewage Facilities Planning**

#### **Water Supply and Sewage Facilities Plan Update (1970)**

In 1966, a regional Water Supply and Sewage Facilities Plan was prepared for the Lehigh and Northampton counties to determine ultimate planning goals for these service areas, which include South Whitehall Township. In December 1970, the Lehigh and Northampton County Joint Planning Commission completed a Water Supply and Sewage Facilities Plan Update in order to assist with federal grant evaluations for water and sewer projects. See **Figure I-1**. The objectives of the 1970 Plan Update were to review the recommendations of the 1966 Plan, to determine the feasibility and the extent to which the recommendations had been implemented, and to re-evaluate the criteria used to determine how applicable the recommendations would be to real-life problems in implementing the regional plan. This Plan Update also acted to correct out of date information included in the 1966 Plan, as well as to address priority planning for the next 10 years (i.e. from 1970 to 1980).

In 1970, it was determined that many of the Plan recommendations had not been implemented. Many existing water supply companies had failed to expand capacities and service areas to meet anticipated demands. There was also an absence of new sewerage systems to alleviate health problems in many of the region's older boroughs and villages. It was also determined that there were few areas of the Township well suited for on-lot sewage disposal due to both soils and geology.

The 1970 Plan stated that expansion of the Allentown Water Supply System had not occurred as recommended in the 1966 Plan. Some of the other areas, such as the Bethlehem and Easton Water Supply Systems, were consistent with the Plan recommendations for 1970, as well as the establishment of the Lehigh Suburban Water Supply System in general. Plan recommendations for the expansion of existing rural water supply systems and establishment of new water supply systems in rural areas were generally not implemented.

Additionally, it was determined that approximately 10% of the recommendations for the 1966 Plan relative to sewage treatment works for the region were carried out as of 1970. Sewers were constructed and collection systems were completed in only 7% of the locations recommended for sanitary sewer services. An additional 30% of the locations were in the process of being implemented in 1970. It should be noted

that one portion of the Township, in the western portion, there was a 30% or greater on-lot septic malfunction rate in 1970. The 1970 Plan Update focused on a regionalized approach to sewage treatment.

The 1966 Plan projected that the South Whitehall Township sanitary collection system population served would increase to approximately 7,000 people, and this was met by 1970. There were no recommendations for South Whitehall Township specifically to expand its collection system at that time. In 1970 through 1980, the Crackersport area of the Township was recommended for construction of a sanitary sewer collection system. In 1975 through 1980, the Walbert area of the Township was recommended for construction of a sanitary sewer system expansion. Also, in 1970 through 1975, the Cedar Crest Gardens area and the Tilghman Street areas of the Township were recommended for expansion of collection system sewers.

Additionally, construction of interceptors and collectors were recommended for four (4) areas within Lower Macungie Township due to the malfunction of 45%-65% of its existing on-lot disposal systems. A portion of this Township, Wescosville, is now connected to South Whitehall Township by way of an interconnection to the central collection system, in order to convey its wastewater to the Lehigh County Authority's treatment facility.

All of the untreated sanitary sewage is transferred to Lehigh County Authority's treatment facility at Kline's Island. Currently, there is limited capacity to send increased sewage volume to the Kline's Island facility. The 1970 Plan recommended that the Kline Island (formerly City of Allentown) WWTP increase its capacity to 22.3 Million Gallons per Day (MGD). This goal was exceeded in 1967, with the City expanding the WWTP to a capacity of 28.5 MGD capacity, with a planned expansion to 36 MGD from 1970 to 1975. It should be noted that, in 1977, the WWTP was expanded to a hydraulic design capacity of 40 MGD of wastewater.

### **Comprehensive Plan Update (1990)**

In 1989 and 1990, the South Whitehall Township Department of Community Development prepared a Comprehensive Plan Update, which outlined four (4) phases of development for the Township over the course of the next twenty (20) years. The Comprehensive Plan Update recommended that development be directed into the Western and Northern Tier areas of the Township. This was based on an analysis responding to a recommendation by the Joint Planning Commission Lehigh-Northampton Counties that the Township provide additional high-density zoning to accommodate lower cost housing types and on a request for public sewerage service to accommodate the expansion of St. Joseph's Church. In order to provide the remaining utility infrastructure necessary for growth into these areas, the feasibility of extending sanitary sewerage service into the Phase 1 area was investigated. This led to the need for an Act 537

Special Study to update the Township's Act 537 Sewage Facilities Plan due to the significance of the proposed sewer service area.

The Phase 1 area of the Plan Update consisted of approximately 300 acres of the Township, which were all tributary to the City of Allentown's Wastewater Treatment Plant via existing Township and City of Allentown interceptor sewers. Properties along Crackersport Road and west to the Township boundary, and along Eck Road to the north side of Conrail railroad were already being serviced by the Township sewer system. The remaining properties, about 262 acres, were utilizing on-lot disposal systems at that time.

The 1990 Update proposed to rezone the entirety of the Phase 1 area to be a mixture of residential and IC-1 Zoning in order to promote orderly growth in this area. Based on this Zoning, Phase 1 would serve 1,223 Equivalent Dwelling Units (EDUs) in total. The 1990 Plan proposed that Phase 1 would be serviced by two (2) interceptor sewers, the East Interceptor and the West Interceptor. The East Interceptor would extend from the northern terminus of the existing sewer on Eck Road northward to Chapmans Road, then west on Chapmans Road to Blue Barn Road, then north on Blue Barn Road to Clauser Road. This Interceptor would serve a total of 54 acres that were zoned Residential and Village Center and approximately 28 acres zoned IC-1. At that time, there were only 17 existing dwellings tributary to the proposed East Interceptor and no plans for development of a large portion of this area, but there was a potential for 315 EDUs tributary to this Interceptor.

The West Interceptor was proposed to extend from the western part of the existing sewer in Crackersport Road northward, in easements over private properties, generally along the Township line, crossing the railroad and Blue Barn Road to the intersection of Chapmans Road and Applewood Drive. This Interceptor would serve approximately 136 acres zoned for various densities of residential use, 10 acres zoned Neighborhood Park, 2 acres zoned Village Center and about 32 acres zoned IC-1. At that time, there were 10 existing dwellings and a church complex within the area tributary to the West Interceptor. At that time, only 5 dwellings, a water station, and the church would be directly accessible to the sewer. If private development were to occur, approximately 908 EDUs could be served by way of the West Interceptor.

The Phase 2 planning area included the northwestern section of the Township, up to the northern municipal border. The Northeast Extension of the PA Turnpike makes up the Phase 2 area's eastern boundary. This Phase would include the extension of service to the small towns of Orefield and Guthsville, which will be discussed in further sections of this Report. The Phase 3 planning area encompassed about 600 acres along



the western border of the Township, and the Phase 4 planning area included about 800 acres, which lies adjacent and to the east of the Phase 2 area.

### **Act 537 Plan Update – Sanitary Sewage System Extension (1995)**

The most recent Act 537 Plan Update was prepared in 1995 in order to continue expansion of the sewer system into the Phase 1 area of the Township, as proposed in the 1990 Plan Update. The Phase 1 area was comprised of an eastern and western tributary area, requiring two (2) interceptor sewers to serve the entirety of the planning area, as described further above. An estimated 425,000 Gallons per Day (GPD) additional daily flow was expected to be discharged to the Township's sewer collection system, and conveyed to the Lehigh County Authority (LCA) City of Allentown Division Wastewater Treatment Plant (WWTP).

As discussed above, the East Interceptor would be constructed to extend from the existing sewer main on Eck Road, north to Chapmans Road, west on Chapmans Road to Blue Barn Road, and north to Clauser Road. This interceptor was planned to serve approximately 54 acres zoned for residential or Village Center, and 28 acres zoned IC-1. At that time, there were seventeen (17) dwellings within this area, with fifteen (15) being accessible through this addition. This would also allow for additional development in the future. However, at the time of the 1995 Plan Update, approximately 42 acres of the total 82 acres within the East Interceptor service area was owned by one individual, who did not have intentions of developing the property in the near future.

The West Interceptor would extend west from the existing sewer main on Crackersport Road to the Township boundary, run north along the boundary, across the Norfolk Southern Railroad and Blue Barn Road to the intersection of Chapmans Road and Applewood Drive. This interceptor was planned to serve approximately 180 acres in total, with 136 acres zoned for various densities of residential use, ten (10) acres zoned as Neighborhood Park, two (2) acres zoned as Village Center, and 32 zoned as IC-1. At that time, there were approximately ten (10) existing dwellings within the West Interceptor tributary area, as well as a Water Treatment Plant and pumping station, and a church complex. Five (5) of these dwellings, the water plant, and the church would be accessible to the interceptor. The remaining five (5) dwellings and any new development in the future would have to be connected to the interceptor through additional sewer piping.

In addition to evaluating the Township's existing collection system capacity to move forward with the Phase 1 expansion, an analysis was conducted to address increasing high flows through the City of Allentown's Little Cedar Creek Interceptor. At the time of the 1995 Plan Update, the Township was permitted to discharge 2.75 Million Gallons per Day (MGD) to the City of Allentown's WWTP, and the average discharge to the City was 2.1 MGD. However, the interceptor was nearing capacity, and measures would have to be taken to provide relief to the system. There were concerns between the City and the Township

regarding peak flows, which were likely caused by infiltration and inflow (I/I) during excessive wet weather, particularly between November 1992 and April 1994.

The Township continued its I/I investigations and tested nearly 15,500 linear feet of sewer piping for damage and leaks. It was determined that an estimated 370,000 to 680,000 Gallons per Day (GPD) of I/I was entering the collection system. The estimated, additional sewage flow from the Phase 1 expansion was determined to not cause the total Township discharge to exceed the permitted allocation at the City of Allentown's WWTP. It would increase the land within the Township with sanitary sewer service availability, and the build-out of that land would depend on the demand for housing in the Lehigh Valley.

In order to expand into the Phase 1 area of the Township, a Water Quality Management Permit was required. Additionally, Pennsylvania Department of Transportation Highway Occupancy Permits were required for the installation of sewers in Chapmans Road for the East Interceptor and for the crossings of Blue Barn Road and Chapmans Road for the West Interceptor. A permit was also required from Conrail for the West Interceptor crossing of the railroad. At that time, permanent utility easements were required from land owners whose properties abut the South Whitehall/Upper Macungie Township boundary for construction of the West Interceptor from Crackersport Road to Chapmans Road. Information relative to this can generally be found in **Figures III-1 and III-2**.

In summary, pertaining to Sewage Facilities Planning, the Authority's intent was to continue expanding its sanitary sewage collection system to the northern section of the Township in the four (4) proposed phases, consistent with the previous Sewage Facilities Planning. Phase 1 has been completed, with the collection system expanded into the more central part of the Township. There were no specific areas for expansion provided in the 1970 Planning documentation for the Township beyond what was proposed by 1980. Beyond 1980, there were no specified plans for sanitary sewer service and expansion. The other areas covered by the 1970 Planning were covered under the recent Interim LCA Act 537 Plan Update, as well as other regional Act 537 Planning Updates. The LCA is currently in the process of updating its Act 537 Planning to consider capacity at the Kline's Island WWTP and its tributaries. See **Figure I-1** from the 1970 Plan Update showing all proposed planning areas. Also, **Figure III-3** shows the 1970 and 1995 previous wastewater planning areas, as well as the existing sewer service area.

Following the dissolution of the Authority, the Township intends to continue implementing the centralized collection system throughout the Township, eventually moving onto the Phase 2 planning area as proposed in the 1990 Plan. This is expected to be covered in detail during the next Act 537 Plan Update for the Township.

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## **II. Physical and Demographic Analysis and Mapping**

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### **II.A. Sewer Service Area and Demographics**

The planning area for this Sewage Facilities Plan is mainly within South Whitehall Township. However, through the existing inter-municipal agreements, there are four (4) adjacent systems that are part of the Township's sewer service area. These include: Lower and Upper Macungie Townships, Salisbury Township, the City of Allentown, and Coplay-Whitehall Sewer Authority. A map showing the Township's existing sewer service area is included as **Figure II-1**. Lower Macungie and Salisbury Townships convey a portion of their wastewater to the South Whitehall Township's existing collection system via multiple interconnections. And, a portion of South Whitehall Township's sewage is conveyed through Upper Macungie Township's and the Coplay-Whitehall Sewer Authority's collection systems. All wastewater is collected and conveyed to the LCA's City of Allentown Division Wastewater Treatment Plant (WWTP).

#### **Demographics**

South Whitehall Township is a unique community located in the Lehigh Valley, one of the fastest growing regions in Pennsylvania. Conveniently situated in the center of Lehigh County, South Whitehall is easily accessible by major interstates including State Route 309, US Route 22, US Route 222 (Hamilton Boulevard), and the Northeast Extension (Interstate 476). South Whitehall is located approximately one hour north of Philadelphia and 90 minutes west of New York City, making it very accessible to some of the largest populations in the Mid-Atlantic. South Whitehall can be best described as a transitional landscape between the urban fringe of Allentown and the rural character of northwest Lehigh County. The southern part of the Township benefits from a strong commercial core, allowing the northern region to remain predominately agricultural and undeveloped. Suburban development has shaped the growth of the Township over the past fifty years and continues to be a dominating land use in South Whitehall Township.

South Whitehall Township has a total area of 17.08 square miles, of which approximately 7.98 square miles is currently connected to the central collection system. The following areas of the surrounding municipalities are also included in the Township's sewer service area: 2.02 square miles of Lower Macungie Township, 0.26 square miles in Upper Macungie Township, 0.22 square miles of City of Allentown, and 0.12 square miles of Salisbury Township. The remaining 9.1 square miles of South Whitehall Township includes properties not yet connected to the central collection system, instead utilizing on-lot disposal systems.

According to the 2020 Census, South Whitehall Township had a population of about 21,080 people, and 8,140 households. The Township 2023 Comprehensive Plan projects that the population will increase to 23,208 by 2030, and 24,818 by 2040.

## **II.B. Physical Characteristics of the Planning Area**

### **Surface Waters and Drainage Basins**

South Whitehall Township, as well as the adjoining municipalities are entirely within the drainage area of the Lehigh River. This river has its headwaters in Wayne County and passes through Allentown and most of the Lehigh County, joining the Delaware River in Easton, Pennsylvania. Tributaries to the Lehigh River within the South Whitehall Township service area include the following: Jordan Creek, Cedar Creek, Little Lehigh Creek, Little Cedar Creek, and an unnamed tributary to Coplay Creek. The Township is further divided into three (3) smaller watersheds: Coplay Creek Watershed, Jordan Creek Watershed, and Little Lehigh Creek Watershed. Most of the Township's existing service area drains to the Little Lehigh Creek Watershed, with a smaller portion draining to the Jordan Creek Watershed. Aside from the smaller creeks, there are no other significant surface waters within the South Whitehall Township Planning Area. The Township owns and operates a public water system for its residents, utilizing groundwater wells that draw from the Beekman Group and Allentown Formation aquifers. The Township also utilizes various interconnections with the City of Allentown and the Lehigh County Authority to supplement its water supply. **Figure II-2** depicts the drainage basins within the Township.

### **Soils and Slopes**

The 1970 Sewage Facilities Plan Update mapped the limitations of the soil as it pertains to on-lot disposal systems, based mainly on limitations for sanitary landfills. As determined by the 1970 Plan Update, almost the entire southern portion of the Township has slight limitations in the soil, whereas the northern portion of the Township is a mixture of moderate and severe limitations for the use of on-lot disposal systems.

### **Geologic Features**

The geology of the Township further influences the viability of on-lot disposal systems. The most southern and northern portions of the Township are comprised of Limestone and Dolomite with Sandstone and Shale Interbeds. Further into the Township center is mainly Crystalline Dolomite and Limestone, followed by Shale and Shale with Sandstone Interbeds near the inner-most or central section of the Township. Rock formations containing numerous fractures or solution channels allow rapid infiltration of water from the surface to groundwater supplies, and on-lot septic systems constructed in these areas could pollute the groundwater supplies. Limestone formations contain numerous fractures and solution channels. Also, areas with Shale formations have bedrock that is highly fractured. This is why on-lot system development is limited in the northern portion of the Township, as well as the southernmost portion of the Township.

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### **III. Existing Sewage Facilities**

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#### **III.A. South Whitehall Township Sewer Service Area**

Currently, the South Whitehall Township collection system receives wastewater from the Township itself, and portions of Lower Macungie and Salisbury Townships. A portion of South Whitehall's sewage is conveyed through Upper Macungie Township's and the Coplay-Whitehall Sewer Authority's collection systems to the LCA's treatment facility. The Township does not own or operate any pumping stations within its collection and conveyance system. An existing inter-municipal agreement is in place with the City of Allentown, dated April 12, 1965, which allows the Township to utilize the City's sewer interceptors. Wastewater is conveyed to the City of Allentown's Cedar Creek Branch of the Little Lehigh Interceptor, and is treated at the Kline's Island Wastewater Treatment Plant, with a rated hydraulic capacity of 44.6 MGD per its current WQM Permit.

The sewered portion of the South Whitehall Township service area consists of six (6) Meter Stations and their corresponding tributary areas, as shown in **Figures III-1 and III-2**. The smallest tributary area is Meter Station (MS) 56, which sits on the border of the City of Allentown, and is directly next to the MS 53 tributary area. The central part of the Township is included in the MS 52 tributary area. The MS 55 area includes the southern-most section of the Township, which borders Salisbury Township. The MS 51 area follows the Township border with Lower Macungie Township. And, the largest tributary area is MS 54, which includes the northern-most part of the Township's sewer service area.

The area of the Township that is sewered consists generally of 8" diameter through 12" diameter interceptors to the west of the Northeast Extension of the PA Turnpike. The areas of the Township that are sewered north of Rt. 22 (to the east of the Turnpike) are primarily 8" in diameter with some larger diameter pipes located along Rt. 22 and in the most northeastern portion of the sewer system, which are primarily 12" and 16" in diameter. Areas of the Township that are sewered just south of Rt. 22 are primarily 8" and 10" in diameter, with much larger pipe installed as it gets closer to the City of Allentown. Areas just south of Rt. 222 in the vicinity of the connections with Salisbury Township are generally 8" in diameter, with a 15" diameter pipe connection into the City of Allentown. The pipe diameters are indicated on **Figures III-1 and III-2**. The entire sanitary sewer system is gravity collection system, which has also been transferred to South Whitehall Township. There is one small sewer extension for a Warehouse that was constructed along Chapmans Road that has a pumping station and low pressure sanitary sewer connection, and this is located at 4741 Chapmans Road. Ownership will eventually be conveyed to the Township once the maintenance period has been met.

It should be noted that there are several other small wastewater treatment facilities located within the Township, which are privately owned. These facilities are located north of the ridge and discharge to the Jordan Creek. They are Geo Specialty Chemicals, which is an Industrial Wastewater Treatment facility with a capacity of 6 Million Gallons per Day (MGD), Nestle Purina PetCare Company has an Industrial Wastewater Treatment Plant with a capacity of 0.53 MGD, and Parkland School District has two (2) WWTPs, which consist of the Parkland High School WWTP with a capacity of 32,400 gpd and the Orefield Middle School WWTP with a capacity of 33,600 gpd.

The South Whitehall Township sanitary sewer service area has expanded beyond the 1970 Sewer Service Area. Other than the 1995 Act 537 Update, these expansions were handled through Authority approvals, exemptions or PA DEP Planning Modules for the decades following 1970. **Figure III-3** depicts the expansion area outside of the 1970 Sewer Service Area and the 1995 Update. Also included is **Table III-1**, which provides a list of projects that were added to the Sewer Service Area during decades following 1970.

#### **Lehigh County Authority (LCA) – City of Allentown Division Kline’s Island WWTP Description**

The Lehigh County Authority (LCA) City of Allentown Division Kline’s Island Wastewater Treatment Plant (WWTP) is currently rated to treat 44.6 Million Gallons per Day (MGD) of wastewater. The facilities include influent screening, a main influent pump station, aerated grit removal, primary settling, an intermediate pump station, plastic media trickling filters, intermediate settling, rock media trickling filters, final settling, chlorine disinfection, an effluent pump station, gravity thickeners, anaerobic digestion, and a belt filter press for sludge processing. The LCA operates the WWTP under Water Quality Management (WQM) Permit No. 3915403, which is included in **Attachment B**. In 1977, the plant was upgraded to a capacity of 40 MGD. The current rated capacity, per the Interim Act 537 Planning for the Kline’s Island WWTP and WQM Permit, is 44.6 MGD.

At this time, there are really no large-scale developments in the northern part of the Township that would necessitate the need for a sanitary sewer service area expansion. Currently, all connections to the centralized sewer system in the Township are treated at the LCA’s Kline’s Island WWTP. The Southern Region and Northern Region Maps of the sanitary sewer collection system are provided in **Figures III-1** and **III-2**, respectively, showing the majority of the existing sewer system. There is also limited capacity at the LCA’s Kline Island WWTP to accommodate future expansion.

**Table III-1  
Land Development Projects**

<b>Project Name</b>	<b>SWT Project #</b>	<b>GPD</b>
Retail Addition to Existing K-Mart	1975-024	1,750
Deerfield (multiple)	1979-110	52,500
Tilghman Square-	1987-103	42,000
Tilghman Square-Red Robin	1987-103	4,993
Tilghman Square-Wendy's	1987-103	1,343
Building Addition	1990-112	600
Builder's Square	1992-104	11,172
Computer Aid (TCAS)	1995-114	3,360
Physical Therapy Center	1996-102	120
Rosewood	1996-113	19,300
Kjoha Ithnasheri Jamaat of PA	1999-102	1,280
Expansion	1999-117	750
IHC/Polaris Medical Offices	2002-110	24,750
Division of Land Only	2003-104	350
Lehigh Concrete Technologies	2003-106	78
CAI Corporate Park Building 2	2004-101	1,750
Hamilton Court	2004-105	2,475
Commerce Bank at Roma	2005-104	120
Proposed Car Wash Facility 4540 Broadway	2006-105	2,170
Parkland Place	2006-112	6,400
PPL Walbert Training Center	2007-107	1,500
Tilghman Square-	2010-103	5,472
Hills At Winchester/Regency	2011-103	58,163
Cetronia Ambulance Corps Joint Operations Facility	2011-106	2,143
Tilghman Square-Moe's/Jamba Juice	2012-105	266
Tilghman Square-Univest	2012-105	634
Bortz Tract (KRE)	2013-103	68,850
Tilghman Square-Duck Donuts, etc.	2015-106	878
Liquor Control Board Building	2016-101	1,410
Hamilton Animal Care	2016-102	600
Retirement Facility Redevelopment	2016-707	11,976
Ridge Farms Phase 1	2017-101	123,200
Blue Barn Estates	2017-202	882
4741 Chapmans Road Flex Warehouse Facility 2019	2019-105	4,326
Building Addition 4815 Crackersport Road	2021-104	1,115
Building Addition to 3900 Hamilton	78-112	2,500
4135 Walbert Ave	unknown	448
South Whitehall Trace	unknown	13,440
Winchester West	unknown	9,200

### **III.B. Problems with Existing Facilities**

The Township's sewage collection system is in generally good condition, and is routinely cleaned, televised, and repaired as problem areas are identified via closed circuit television inspections. Township staff periodically inspects the condition of all equipment, manholes, and pipelines within the system. There are two (2) locations in the collection system which require regular cleaning. One location is on Walbert Avenue, between MH 3-GT10 and MH 3-GT12, where quarterly cleaning is performed to remove debris, and approximately 3,000 feet of the 15" Hamilton Boulevard Interceptor upstream of Meter Station 5 is cleaned as necessary, due to the heavy concentration of dining establishments connected to this drainage basin.

As a party to Kline's Island Sanitary Sewer System (KISS), the Township has had comprehensive sewer system modeling provided by the Lehigh County Authority (LCA) and their consultant, Arcadis. That modeling has identified high inflow and infiltration peak flows in Flow Meter Basins 51, 54 and 56. The Township is currently working with LCA on a new Source Reduction Plan (SRP) to address the peak flows in those basins.



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## **IV. Future Growth and Land Development**

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### **IV.A. South Whitehall Township Planning**

The Township does not currently intend to continue expanding its sewer service area into the northern portions of the Township as proposed in the 1970 Sewage Facilities Plan. This will be covered in greater detail in the Township's next Act 537 Plan Update. In addition to this expansion, there are multiple individual locations in South Whitehall Township that are planned to be connected to the existing collection system within the next 5-10 years.

One (1) location in particular was proposed to be connected in two (2) phases, and is currently in the late planning stages. The proposed development, Ridge Farms, is located in the southern section of the Township where there is already a centralized sewer system. The Development is a 190 acre property located between Huckleberry Road and Walbert Avenue, and is adjacent to North Cedar Crest Boulevard. The Development will have an estimated residential population of 1,850 people, and will add a total estimated 840 EDUs to the Township's sewer system. The intent for this site is to be used as a mixed-use integration of housing, restaurants, commercial space, and medical office space. The majority of Phase 1 of the project has already been approved through the Planning Module process with the PADEP and includes a mixed-use area involving medical offices, restaurants, apartments, and condominiums for a total of 540 EDUs. Phase 1C of the project includes 17 duplexes (34 units) and will require a separate Planning Module. It is anticipated that the entire Phase 1 of the Ridge Farms Project will begin within the next 5 years. The Planning Module has not yet been submitted for Phase 2; Phase 2 is all residential development. Phase 2 Planning requests are anticipated within the next 5 years with construction commencing in 5 to 10 years, due to additional infrastructure requirements. This is depicted as the future expansion areas shown in **Figure IV-1**.

Additionally, there are two (2) locations in the northwestern portion of the Township that were planned to be serviced in the 1995 Act 537 Plan Update, but these sewer extensions have not been implemented yet. Orefield is a small unincorporated community which sits on the border of North Whitehall Township and South Whitehall Township. Based on the 2020 Census, the community has a population of approximately 8,205 people, which is split between South Whitehall Township and North Whitehall Township. Guthsville is a small village just south of Orefield, roughly 0.57 square miles in size. Further facilities planning for these locations will occur with the next Act 537 Plan Update for the Township.

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## **V. Identify Alternatives for Wastewater Disposal**

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### **V.A. Alternatives for Wastewater Treatment and Disposal**

The South Whitehall Township Board of Commissioners by Ordinance No. 1021 adopted May 3, 2017 directed inter alia the South Whitehall Township Authority to take all steps necessary to effectuate its dissolution. This Ordinance allowed South Whitehall Township to assume all responsibility of the Authority, including any ongoing projects the Authority was undertaking. There were no alternatives to this transfer of ownership, and the wastewater collection system will continue to be operated and maintained by the Township. The ownership transfer encompasses the previously planned expansion of the sewer collection system to the northern, unserved portions of the Township.

As discussed in Section IV, there are two (2) locations in particular that were intended to be connected to the sewer system previously, but this expansion has not been implemented yet. Orefield is a small unincorporated community which sits on the border of North Whitehall Township and South Whitehall Township. Based on the 2020 Census, the community has a population of approximately 8,205 people, and this community is serviced by on-lot sewage disposal systems. Guthsville is a small village just south of Orefield, and it is roughly 0.57 square miles in size. The Township intends to address the sewage facilities for these locations in the next Act 537 Plan Update.

Per the 1995 Plan Update, there were seventeen (17) parcels to be served by the proposed West Interceptor during the Phase 1 expansion stage, approximately 180 acres and 908 EDUs in total. At the time, there were ten (10) residential dwellings within the tributary area, as well as a Water Treatment Plant (WTP) and pumping station, and a church complex. The interceptor would directly serve five (5) of the dwellings, the WTP, and church, but additional sewer piping would need to be installed in the future to service the other parcels. Presently, the Township has connected the majority of these parcels, including the parcels from Grammes Road to Church Road, the parcels west of the Turnpike, and all lots west of Blue Barn Road. There is one unserved parcel, Parcel 15 in the 1995 Plan, which still appears to be farmland and is most likely agricultural in nature. Parcel 15 is currently scheduled for development in the near future, along with the adjacent northern parcel. Providing sewer service to this parcel was not likely necessary at the time of connecting the other parcels.

The additional development in the northern section of the Township is contingent upon both developer need and the implementation of a new wastewater treatment facility to serve this need. Currently, the Township has little remaining capacity in the Kline's Island WWTP until that Act 537 Plan is approved and the WWTP

is re-rated to a greater capacity. This will all be considered in further detail in the next Act 537 Plan for the Township.

In order to implement any proposed expansion of the sewer collection system, the Township has adopted an organizational chart for this implementation. This is provided in **Attachment C**.

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## **VI. Evaluation of Alternatives**

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### **VI.A. Consistency with Existing Planning/Regulations**

As discussed in Section V, there were no feasible Alternatives to the dissolution of the Authority and the transfer of ownership to South Whitehall Township. The Ordinance and the letter that establishes the dissolution of the Authority is included in **Attachment A** and **Attachment F**, respectively, for reference. As far as the sewage facilities planning, the most feasible option for providing sewer service to the remainder of the Township area is to continue expanding the collection system and connect unserved properties. **Figure III-3** shows the proposed service area expansions included in the 1970 and 1995 Plan Updates, as well as the existing sewer service area. As discussed in previous sections, the 1970 Plan Update proposed the extension of the central sewer system to encompass properties on the western Township boundary with the Upper and Lower Macungie Townships. The 1995 Plan Update proposed the expansion of the sewer system along the western boundary of the Township, to the “Phase 1” planning area. As of 2023, the Township has met these goals, and currently serves about 50% of the total Township area.

As discussed in Section IV, the only unmet planning needs are two (2) locations within the Township – Orefield and Guthsville – which were intended to be connected to the central collection system during previous planning efforts, but this has not yet been implemented. Orefield is a small unincorporated community which sits on the border of North Whitehall Township and South Whitehall Township. Based on the 2020 Census, the community has a population of approximately 8,205 people. Guthsville is a small village just south of Orefield, roughly 0.57 square miles in size. The Township intends to address the sewage facilities for these locations in the next Act 537 Plan Update.

### **VI.B. Cost to Implement Acquisition**

There was no purchase price required for the transfer of the South Whitehall Township Authority to the South Whitehall Township. The only other associated costs were the transfer of payroll disbursements from the Authority water and sewer accounts into the Township payroll fund, in order to compensate the Township employees for performing Authority work. Additionally, the Township absorbed Authority debt into a General Obligation Bond authorized by Ordinance No. 1058 so the Authority has no outstanding debt and the requirements of Section 5619 of the Municipality Authorities Act, 53 Pa.C.S.A. § 5619, were satisfied such that Authority projects and property may be conveyed to the Township.

## **VI.C. Phased Implementation of Alternatives**

Ordinance No. 1021, adopted May 3, 2017 (included in **Attachment A**) took effect immediately.

## **VI.D. Administrative Organizations and Legal Authority**

At the time of the adoption of Ordinance No. 1021, the Township already had existing staff members, primarily in the Public Works Department, to take over the additional operation and maintenance responsibilities for the collection system. Additionally, the sewer service for the Township has been handled through municipal billing since 2012, so there were no necessary changes to the billing infrastructure. There was no need to hire additional staff members or to establish new departments. There were already eleven (11) public works employees that regularly conducted maintenance on the sewer collection system, which continued after the transfer. The South Whitehall Township is the only organization, from an administrative and legal perspective, which is necessary for implementation of the Act 537 Planning. Presently, the Township consists of the following departments: Administration, Community Development, Emergency Services, Finance, Parks and Recreation, Information Technology (IT), and Public Works. An organization chart of the Township, as well as the Police Department chain-of-command, is included in **Attachment C**.

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## **VII. Institutional Evaluation**

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### **VII.A. Available Staff and Administrative Resources**

Subsequent to adoption of Ordinance No. 1021, South Whitehall Township adopted an Ordinance directing the Township to take over the responsibilities of the Authority. The dissolution of the Authority was initially proposed due to inefficiencies with operation of the sanitary sewer system and related infrastructure. Due to the fact that Township employees were shared with the Authority, and were already providing maintenance to the sewer collection system, the dissolution would assist with organizational efficiency amongst the staff.

This will streamline the common governing body, as well as Township management and staff, as it relates to project planning relative to water and sewer planning and capital projects. Additionally, this consolidation will ensure that the sewer system infrastructure will be managed efficiently in the short term and long term. Administrative resources consist of the existing Township staff, and there is no need for additional staff members for the operation of the sewer system. The only additional costs to implement this Plan included the transfer of payroll disbursements from the Authority water and sewer accounts into the Township payroll fund, in order to compensate the Township employees for performing Authority work.

### **VII.B.1. Development of Ordinances, Regulations and Standards**

The Township currently has inter-municipal agreements with five (5) adjacent municipalities, including Salisbury, Upper Macungie, and Lower Macungie Townships, as well as the City of Allentown and the Coplay-Whitehall Sewer Authority. Wastewater from Salisbury and Lower Macungie Townships is conveyed to the South Whitehall Township collection system via multiple interconnections, which is then directed to the LCA's Kline Island Wastewater Treatment Plant.

The agreement with Upper Macungie Township was enacted on May 5, 2022 between Upper Macungie Township and South Whitehall Township. This interconnection is located in a manhole on Bellflower Way. This agreement allowed South Whitehall Township to relocate a sewer main to connect a portion of its sewer system to Upper Macungie Township's sewer system for the purposes of transporting sewer flow from South Whitehall Township through Upper Macungie Township to the City of Allentown's sewer system. The agreement with Lower Macungie Township was enacted on September 17, 1981 and was made between the Lower Macungie Township Authority, South Whitehall Township Authority, and the Township of South Whitehall. This agreement is now between Lower Macungie Township Authority and South Whitehall Township.

The agreement with Salisbury Township was enacted on November 16, 1998 between Salisbury Township and the South Whitehall Township Authority. This Agreement is now between Salisbury Township and South Whitehall Township. This is provided further in **Attachment F** – the letter to the Department. The original agreement with the City of Allentown was executed on April 12, 1965. Subsequent amendments to the Agreement were executed in March 1964, April 1965, and January 1967. On April 12, 1965, an agreement was executed between the Coplay-Whitehall Sewer Authority, the South Whitehall Township Authority, Salisbury Township, and the City of Allentown for the approval to discharge wastewater to the City of Allentown’s sewage treatment plant. On May 16, 1967, an agreement was executed between the Coplay-Whitehall Sewer Authority and the South Whitehall Township Authority, allowing the South Whitehall Township Authority to discharge wastewater flow into the Coplay-Whitehall Sewer Authority’s collection system. Subsequent amendments and addenda to the Agreement were executed in March 1971, September 1979, July 1987, February 1989, and October 2005. On November 17, 2005, an agreement was executed between the Coplay-Whitehall Sewer Authority and the South Whitehall Township Authority for the approval of discharging additional wastewater flow to the Coplay-Whitehall Sewer Authority’s collection system. This agreement is now between the Coplay-Whitehall Sewer Authority and South Whitehall Township. Copies of the inter-municipal agreements are included in **Attachment D**.

As part of the dissolution process, the Township assumed all responsibility and legal authority of the Authority. A copy of the 2017 Ordinance is provided in **Attachment A**. The 2017 Ordinance grants the Board of Commissioners responsibility with regard to the sanitary sewer system, including final decisions on all bids for work related to the sewer system; entering into contracts and agreements, and decisions on all appeals pertaining to the sewer system; adopting resolutions establishing policy, and approval of all reports and submissions to federal and state agencies pertaining to the operation of the sewer system; regulating proposed land developments impacting the sewer system; and decisions on existing litigation, arbitrations, and negotiations involving the Authority. These responsibilities, previously held by the Authority, are to be transferred to the Board of Commissioners. Additionally, prior to the formal dissolution of the Authority, the 2017 Ordinance requires the Authority to continue temporary duties with regard to the sanitary sewer system, including approval of payroll disbursements from the Authority accounts into the Township payroll fund and disbursements for payment of accounts payable and invoices submitted to the Authority for work performed on the sewer system. The Township Board of Commissioners assuming these duties, and the Authority performing the required duties prior to dissolution, will ensure that the obligations of the Authority will still be able to be met during and after the dissolution. Additionally, the development of new regulations, standards, or other inter-municipal agreements is not required for this project, and these will all remain the same through the transfer. Adopted Township Ordinances have been provided in **Attachment E** for the effective dissolution of the Authority and the new responsibilities of the Township relative to management, rates, new connections, etc.

### **VII.B.2. Rights-of-Way and Easements**

The South Whitehall Township owns and operates the sanitary sewer collection system within the Township boundary, as well as portions of Lower Macungie, Upper Macungie, and Salisbury Townships. The Township also owns a public water supply system (PWSID No. 3390065), which includes nine (9) groundwater wells, and a consecutive system that serves the northern portion of the Township. All the necessary Rights-of-Way, Easements, and Agreements were transferred by way of Ordinance in 2017. However, the Certificate of Termination will effectuate these transfers. Copies of the necessary Agreements are provided in **Attachment D**.

### **VII.B.3. Adoption of Municipal Sewage Facilities Plans**

This is a Sewage Facilities Plan Update for South Whitehall Township, and it will be adopted by South Whitehall Township accordingly. Additionally, Salisbury Township, Lower Macungie Township, and Upper Macungie Township, as well as the Coplay-Whitehall Sewer Authority and the City of Allentown will need to adopt this Act 537 Plan Update for South Whitehall Township.

### **VII.B.4. Other Legal Documents**

No legal documents are required, other than the Agreement that is already in place between South Whitehall Township and the five (5) adjacent municipalities. All legal Agreements are provided in **Attachment D**.

### **VII.B.5. Timeframes for Implementation**

The transfer of responsibility to the Township has already been completed, per the Ordinance dated May 3, 2017. The inter-municipal agreements with the adjacent municipalities were enacted as follows:

- Lower Macungie Township – September 17, 1981
- Upper Macungie Township – May 5, 2022
- Salisbury Township – November 16, 1998
- Coplay-Whitehall Sewer Authority – October 17, 2005 and November 17, 2005
- City of Allentown – April 12, 1965

The official, anticipated timeline for the dissolution of the South Whitehall Township Authority is provided in Section VIII.



### **VII.C. Summary of Institutional Alternative**

In May 2017, the South Whitehall Township Board of Commissioners enacted an Ordinance providing for the dissolution of the South Whitehall Township Authority. As part of the dissolution, the Township adopted an Ordinance that would provide the Township with the ownership and maintenance obligations of the Authority, and authorization to act on behalf of the Authority. The transfer of property from the Authority to the Township is completed automatically through the recording of the Certificate of Termination of the Authority. After the Commissioners decided to proceed with the formal dissolution of the Authority, the Board Members resigned from their roles, leaving no Members. Prior to this decision, the required Certificate of Termination was executed and placed in escrow with the Township Solicitor. The Township intends to release the Certificate from escrow once the dissolution is finalized. However, in order to record the Certificate, the Act 537 Public-to-Public transfer process must be completed. This Act 537 Plan Update was prepared in order to officially recognize the transfer of the South Whitehall Township Authority to South Whitehall Township, and proceed with the recording of the Certificate of Termination.

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## **VIII. Implementation Schedule and Justification for Alternative**

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### **VIII.A.1. Existing WW Disposal Needs**

The only sewer collection system in South Whitehall Township serves the southern section of the Township, and small portions of Lower Macungie and Salisbury Townships. The remaining portions of the Township are currently not connected to the centralized sanitary sewer collection system. The sewered portions of the Township are served by the City of Allentown's Kline Island WWTP for wastewater treatment. The Township intends to address existing wastewater needs in the next Act 537 Plan Update.

### **VIII.A.2 Future WW Disposal Needs**

As discussed in previous sections of this Plan, the Township intends to continue the process of expanding its sewer collection system to the northern parts of the Township, as well as connecting additional properties that are currently unserved. The only locations that are still in need of service within the centralized sewer collection system are the Ridge Farms Development and the Allentown DC Warehouse. The other two (2) locations that were planned to be serviced yet have not been connected are Orefield and the Village of Guthsville. Future five (5) to ten (10) year planning maps are included in **Figure IV-1**. The Township intends to address the facilities planning in the next Act 537 Plan Update.

### **VIII.A.3 O&M Considerations**

Operation and maintenance of the sewer collection system will be paid for by South Whitehall Township, and will be paid for by revenues received through the service area billing. The Township has continued to provide service, due to the fact that there were Township employees already conducting maintenance on the collection system. The management structure of the Township, as well as available equipment, costs, and capital replacements required to efficiently operate and maintain the system were already in place, and has allowed the Township to continue operations without interruption through this transition.

### **VIII.A.4 Available Management and Administrative Systems.**

At the time of the adoption of Ordinance No. 1021, the Township already had existing staff members to resume the operation and maintenance responsibilities for the collection system. Additionally, the sewer service for the Township has been handled through municipal billing since 2012, so there were no necessary changes to the billing infrastructure. There was no need to hire additional staff members or to establish new departments. At the time of the dissolution, there were already eleven (11) public works employees that regularly conducted maintenance on the sewer collection system, and this continued after the transfer. The South Whitehall Township is the only organization, from an administrative and legal perspective, which is

necessary for implementation of the Act 537 Plan. Presently, the Township consists of the following departments: Administration, Community Development, Emergency Services, Finance, Parks and Recreation, Information Technology (IT), and Public Works. An organization chart of the Township, as well as the Police Department chain-of-command, is included in **Attachment C**.

#### **VIII.A.5 Environmental Soundness and Compliance with Natural Resource Planning and Preservation (PHMC/PNDI).**

There have been no physical changes to the sewer collection system and service area since the last Act 537 Plan Update in 1995, and there have been no changes to compliance with environmental regulations. Additionally, since the Township assumed responsibility of the system, there have been no Notices of Violation issued.

#### **VIII.B. Implementation Schedule for Recommended Alternative**

The Township has assumed all of the Authority's previous roles. Additionally, the intermunicipal agreements with the four (4) adjacent municipalities have not changed. These agreements were enacted as follows:

- Lower Macungie Township – September 17, 1981
- Upper Macungie Township – May 5, 2022
- Salisbury Township – November 16, 1998
- Coplay-Whitehall Sewer Authority – October 17, 2005 and November 17, 2005
- City of Allentown – April 12, 1965

The following is the official anticipated timeline for dissolution of the South Whitehall Township Authority and ownership transfer to South Whitehall Township:

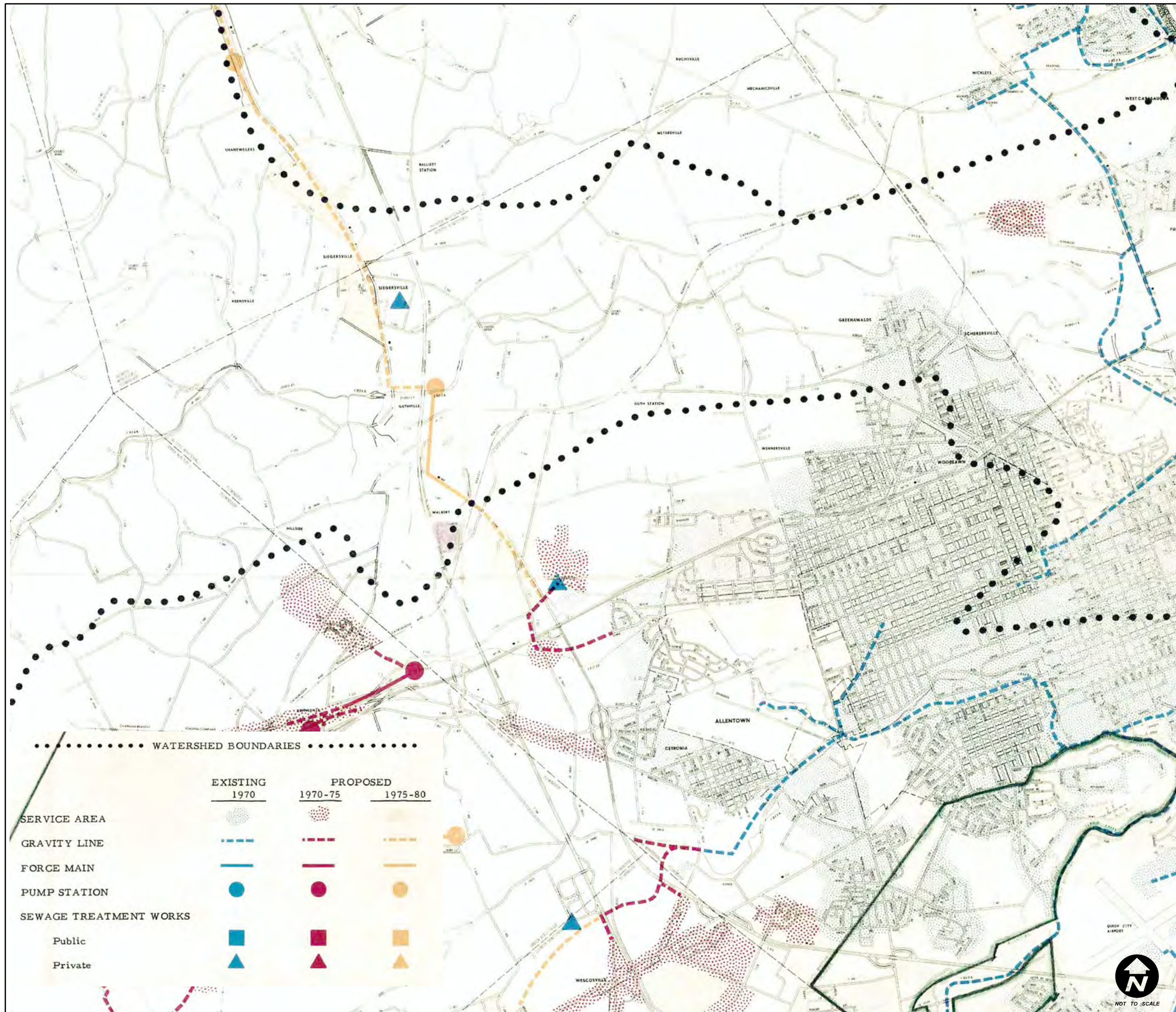
<b><u>Activity</u></b>	<b><u>Implementation Timeline</u></b>
Adoption of Ordinance for Authority Dissolution	May 2017
Preparation of Act 537 Plan	May through November, 2023
Public Comment Periods	August 2023 – December 2023; February 2024 – March 2024
Resolution of Draft Adoption by Townships	March 2024
Submittal of Act 537 Plan to PA DEP	April 2024
PA DEP Review Period*	April 2024 – October 2024
Official Resolution of Adoption by South Whitehall Township	November 2024
Recording Certificate of Termination	December 2024

*\*PA DEP has the ability to take 180 days to review the Act 537 Plan, and these dates may change.*

## **Figures**

- I-1 Lehigh & Northampton Joint Planning Commission Water Supply & Sewerage Facilities Plan 1970 Update Map Excerpt
  - II-1 Existing Sewer Service Area
  - II-2 USGS TopoQuad and Watershed Boundaries
  - III-1 Southern Region Sanitary Sewer Delineation
  - III-2 Northern Region Sanitary Sewer Delineation
  - III-3 Previous Wastewater Planning
  - IV-1 Future Expansion Areas

# PUBLIC-TO-PUBLIC WASTEWATER DISPOSAL SYSTEM TRANSFER ACT 537 PLAN



**Figure I-1**

Lehigh & Northampton  
Joint Planning Commission  
Water Supply & Sewerage  
Facilities Plan 1970 Update  
Map Excerpt

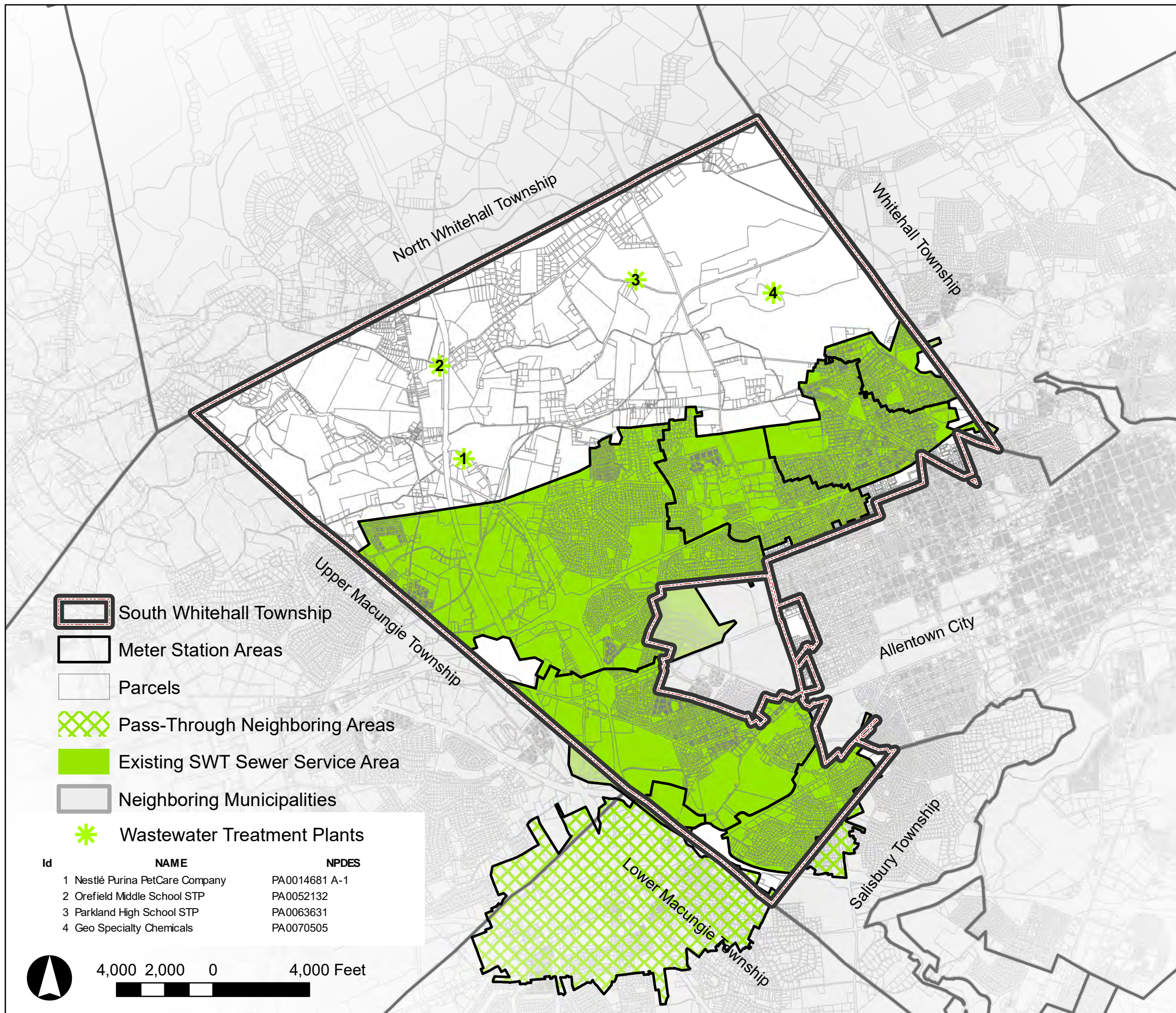
**South Whitehall  
Township**  
*Lehigh County, Pennsylvania*



NOT TO SCALE

# PUBLIC-TO-PUBLIC WASTEWATER DISPOSAL SYSTEM TRANSFER ACT 537 PLAN

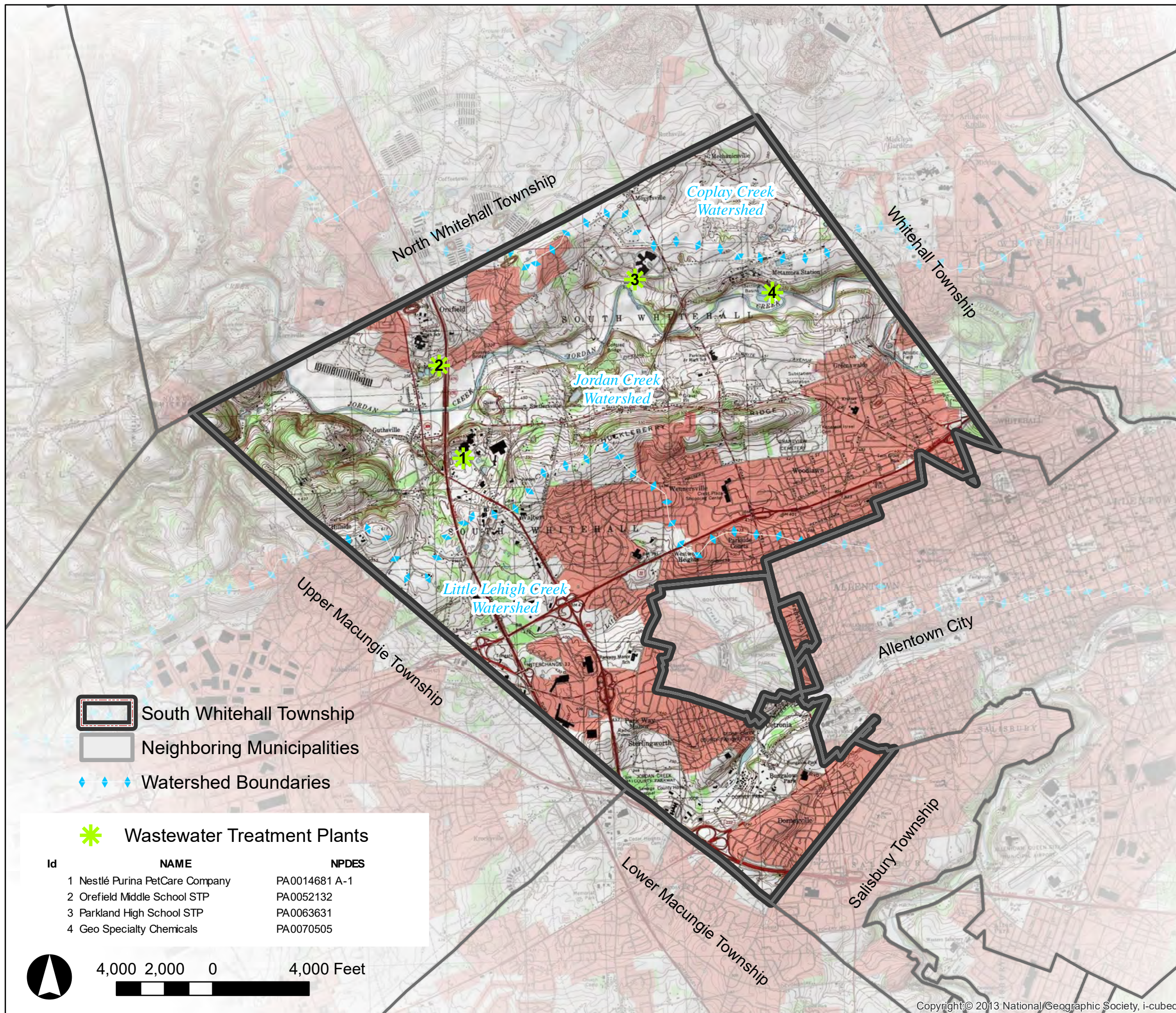
**Figure II-1**  
Existing  
Sewer Service  
Area


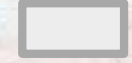




**South Whitehall  
Township**  
*Lehigh County, Pennsylvania*

# PUBLIC-TO-PUBLIC WASTEWATER DISPOSAL SYSTEM TRANSFER ACT 537 PLAN

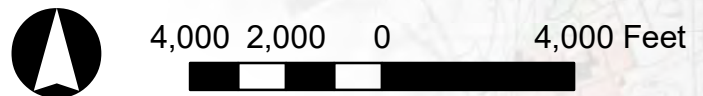
**Figure II-2**  
USGS TopoQuad  
&  
Watershed Boundaries



-  South Whitehall Township
-  Neighboring Municipalities
-  Watershed Boundaries

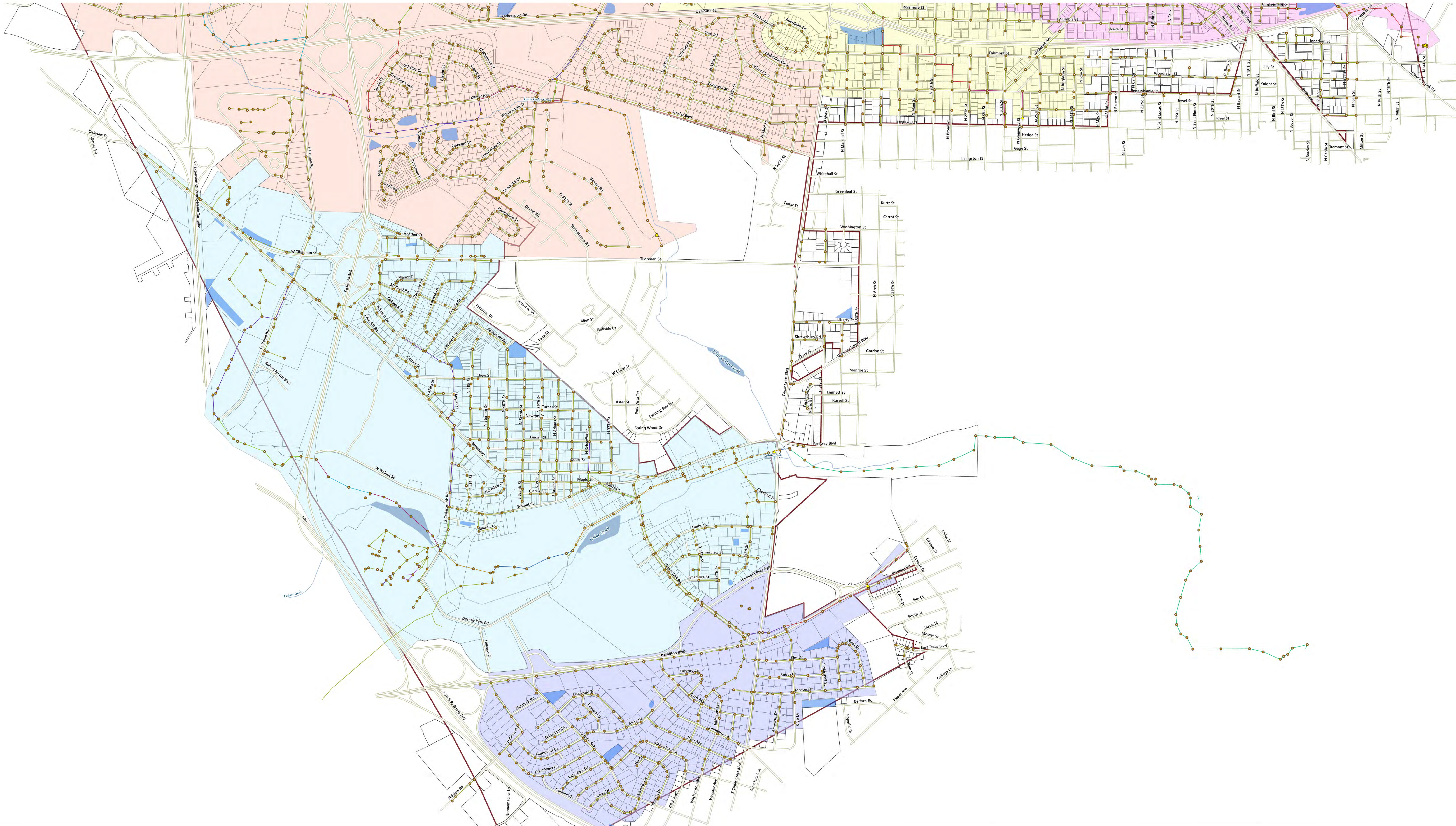
 **Wastewater Treatment Plants**

Id	NAME	NPDES
1	Nestlé Purina PetCare Company	PA0014681 A-1
2	Orefield Middle School STP	PA0052132
3	Parkland High School STP	PA0063631
4	Geo Specialty Chemicals	PA0070505



**South Whitehall  
Township**  
*Lehigh County, Pennsylvania*



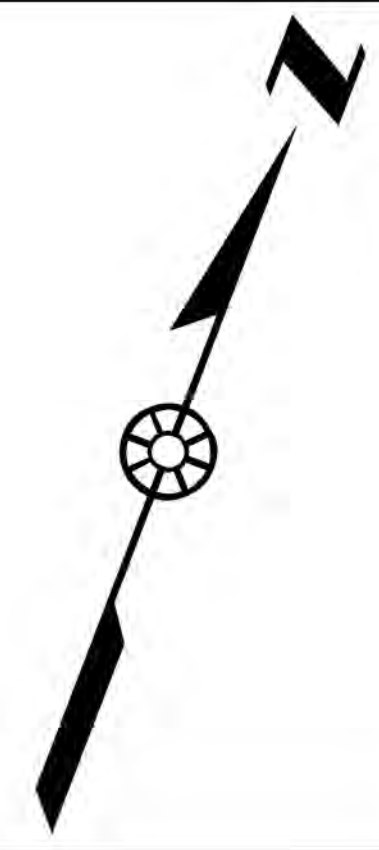
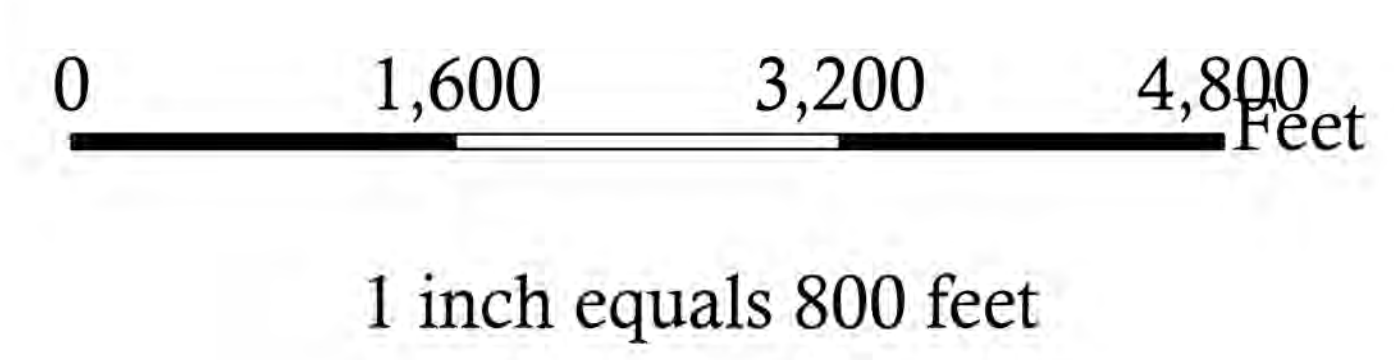


# South Whitehall Township Southern Region Sanitary Sewer Delineation

Lehigh County, Pennsylvania

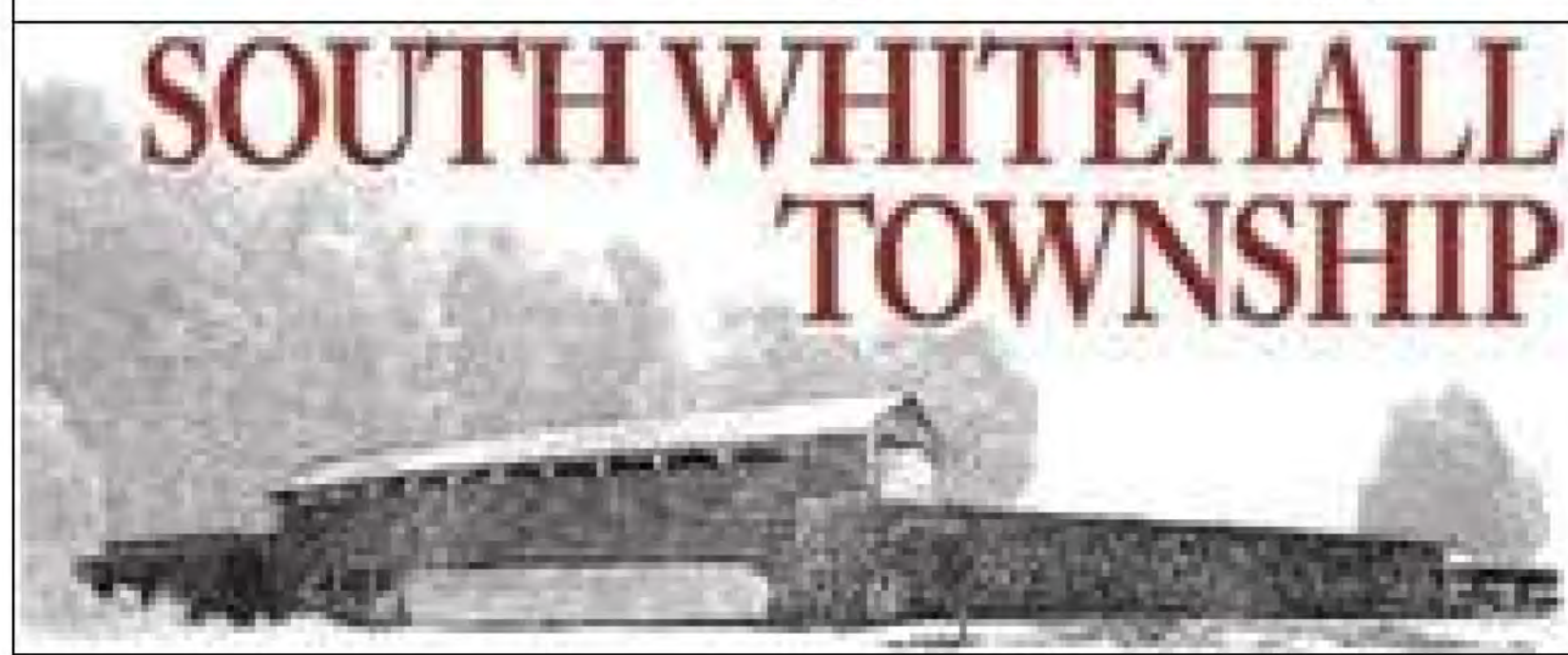
Date: 1/11/2024

## Figure III-2



### Legend

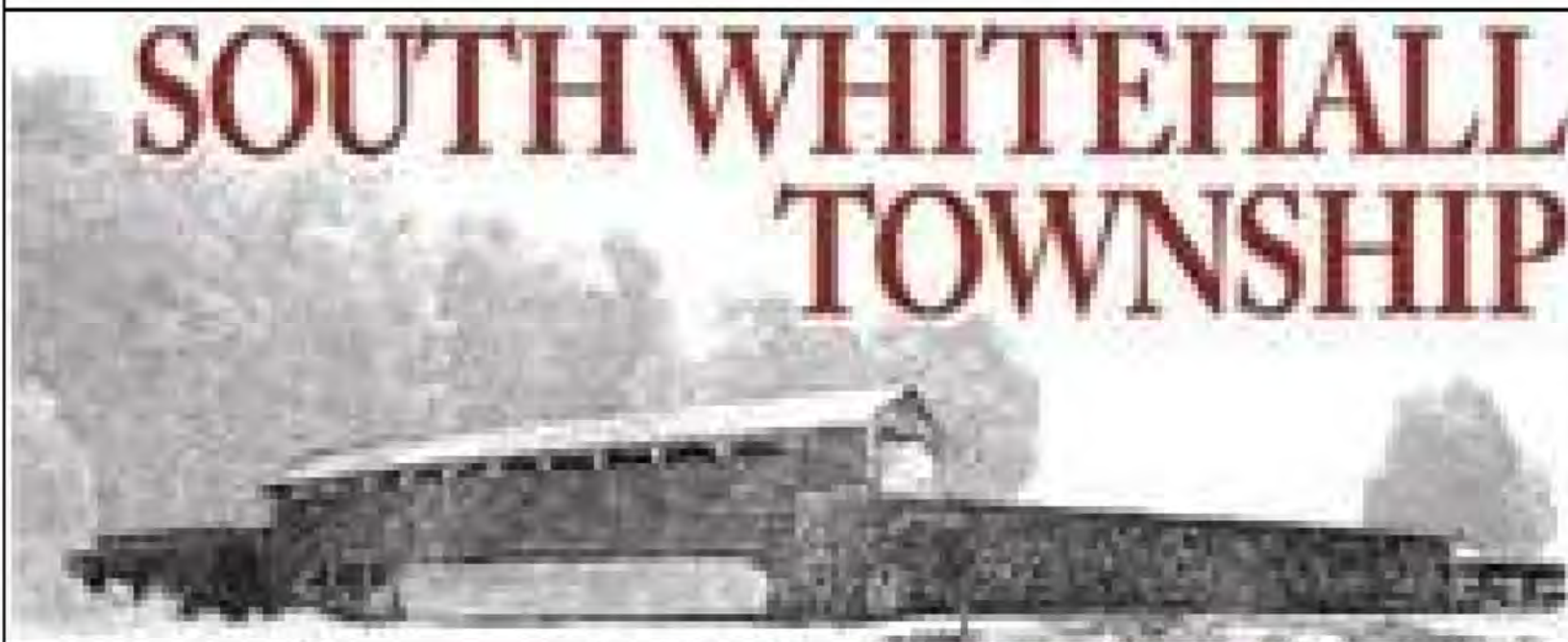
- Sanitary Main
  - 30"
  - 12"
  - 15"
  - 16"
  - 24"
  - 18"
  - 21"
  - 10"
  - 8"
  - 6"
- Low Pressure
- ▲ Meter Station
- Sanitary Manhole
- Stream
- Water Body
- Detention Basin
- Parcel Boundary
- Township Boundary
- Meter Station Areas
  - 51
  - 52
  - 53
  - 54
  - 55



# South Whitehall Township Northern Region Sanitary Sewer Delineation

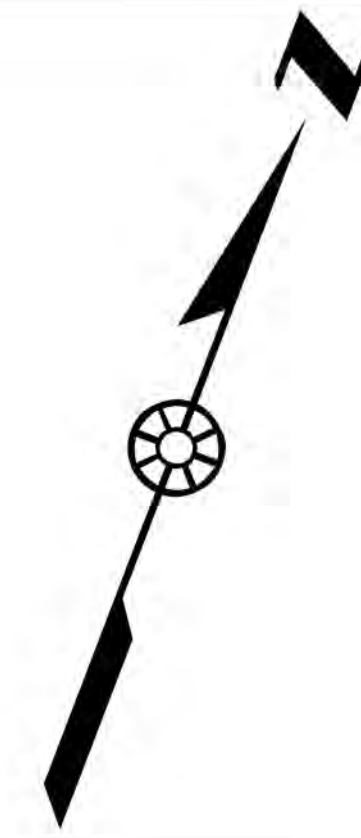
Lehigh County, Pennsylvania

Date: 1/11/2024



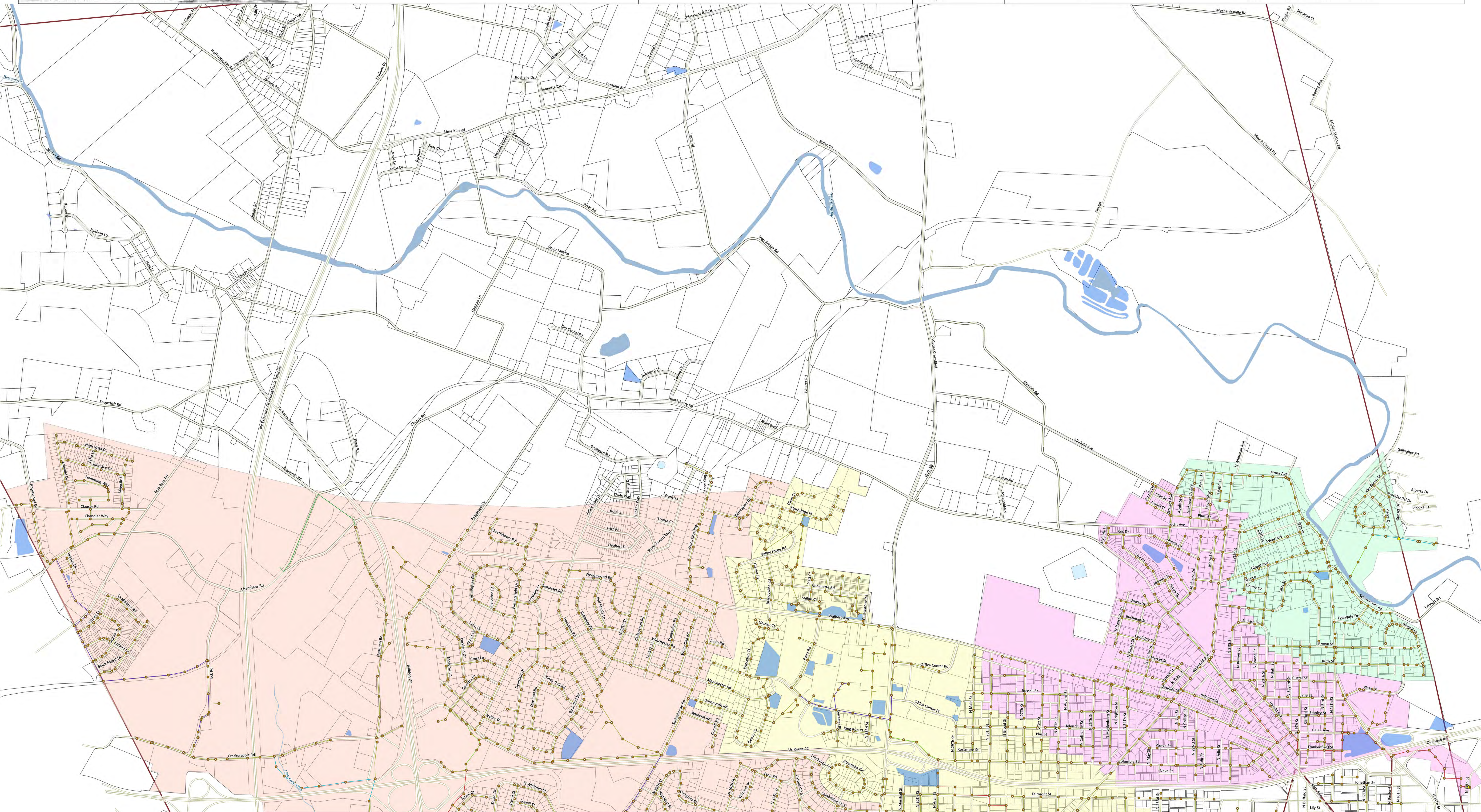
## Figure III-1

0 1,600 3,200 4,800 Feet  
1 inch equals 800 feet



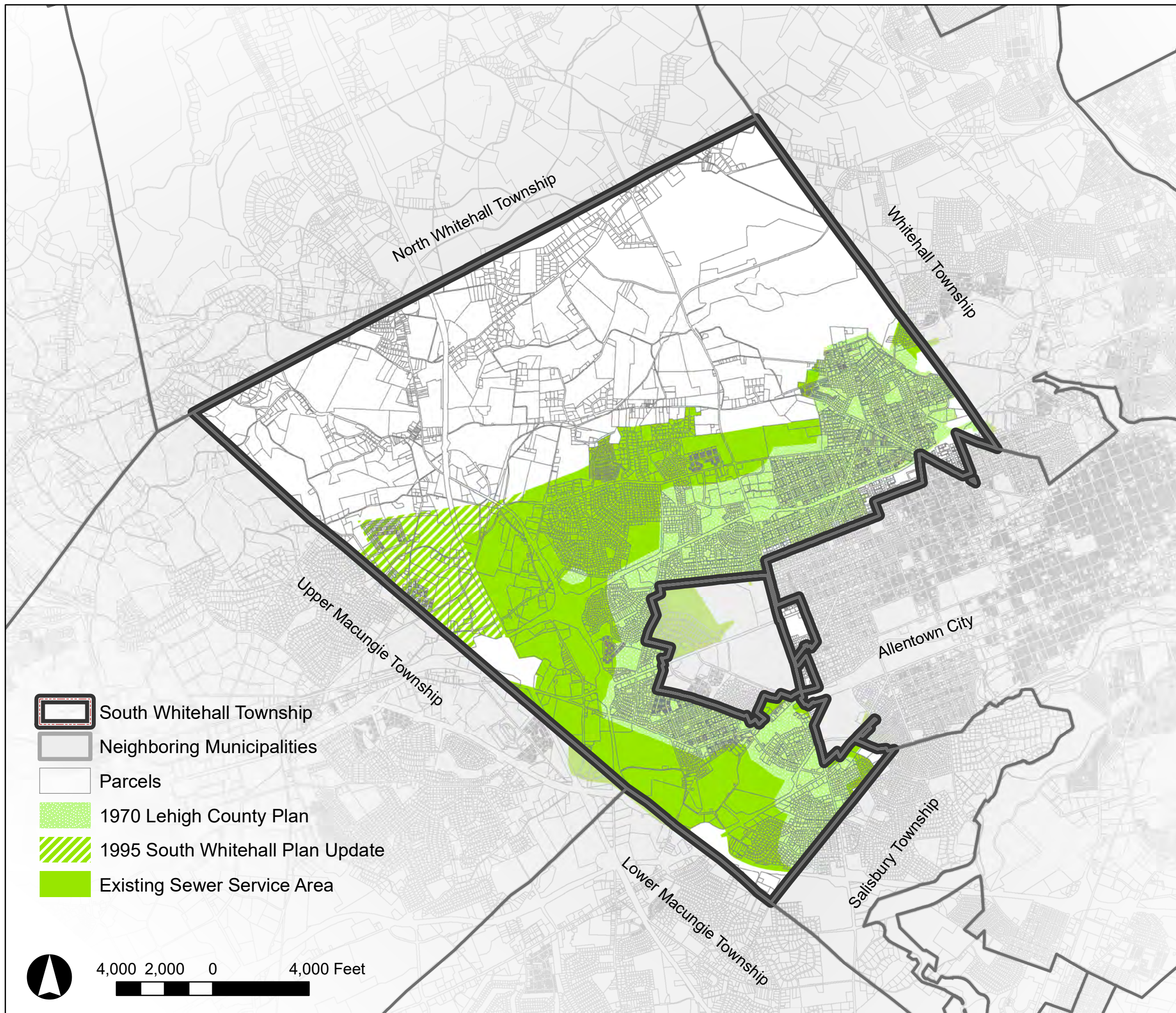
### Legend

- Sanitary Main
  - 30"
  - 12"
  - 15"
  - 16"
  - 24"
  - 18"
  - 21"
  - 10"
  - 8"
  - 6"
- Low Pressure
- Meter Station
- Sanitary Manhole
- Stream
- Water Body
- Detention Basin
- Parcel Boundary
- Township Boundary
- Meter Station Areas
  - 52
  - 53
  - 54
  - 56



# PUBLIC-TO-PUBLIC WASTEWATER DISPOSAL SYSTEM TRANSFER ACT 537 PLAN

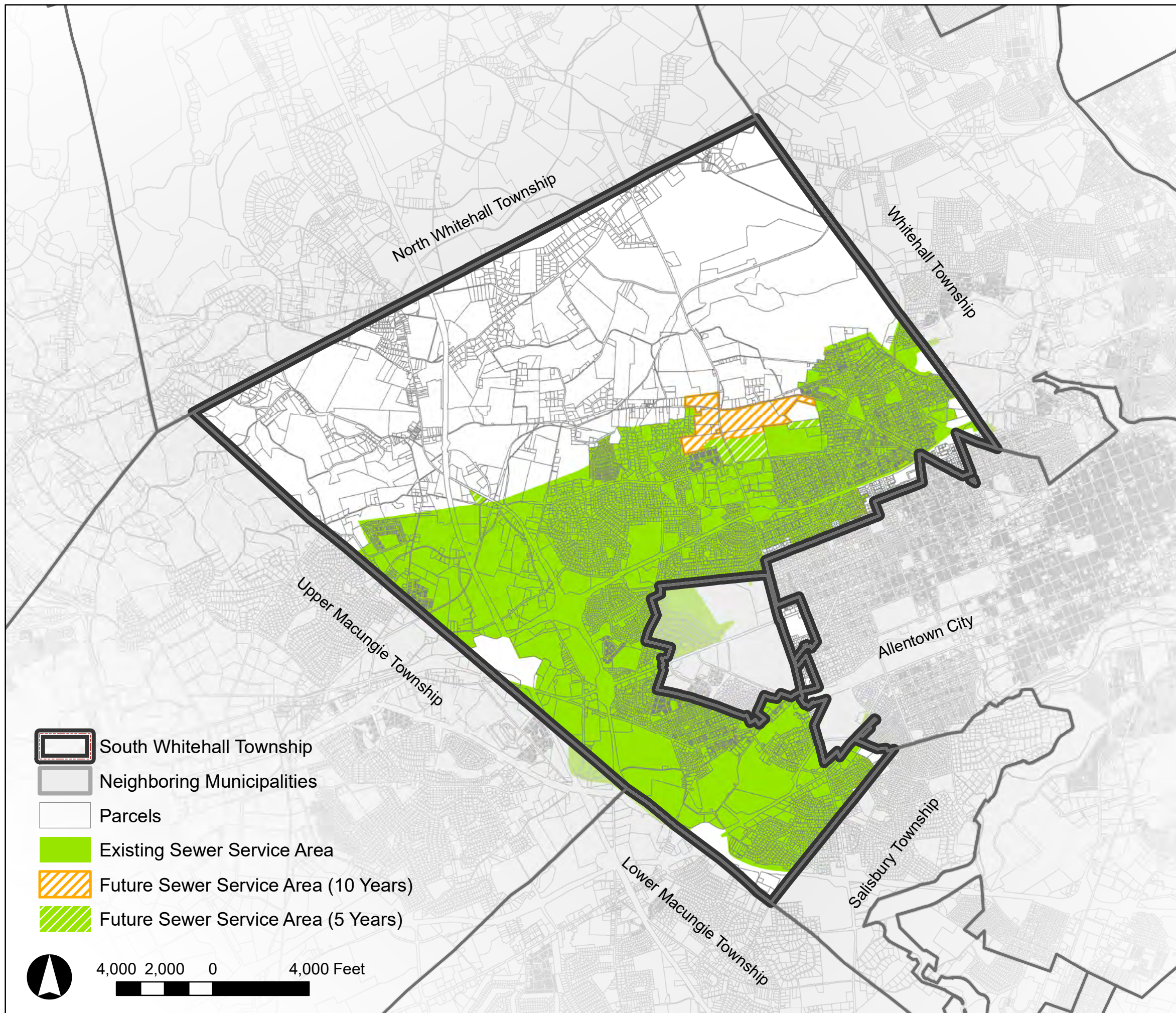
**Figure II-3**  
Previous  
Wastewater Planning



**South Whitehall  
Township**  
*Lehigh County, Pennsylvania*

# PUBLIC-TO-PUBLIC WASTEWATER DISPOSAL SYSTEM TRANSFER ACT 537 PLAN

**Figure IV-1**  
Future  
Expansion  
Areas



**South Whitehall  
Township**  
*Lehigh County, Pennsylvania*

## **Attachments**

- A Ordinance for Authority Dissolution
- B Lehigh County Authority WQM Permit
- C South Whitehall Township Organizational Chart
  - D Inter-Municipal Agreements
  - E Draft Ordinances and Resolutions
- F Public-to-Public System Transfer Clarification Request

***Attachment A – Ordinance for Authority Dissolution***

**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 1021  
(Duly Adopted May 3, 2017)**

**AN ORDINANCE TO DIRECT THE SOUTH WHITEHALL TOWNSHIP AUTHORITY TO TAKE ALL STEPS NECESSARY TO EFFECTUATE ITS DISSOLUTION; TO DIRECT THE AUTHORITY TO TRANSFER ALL ASSETS, PROPERTY INTERESTS AND REGULATORY PERMITS HELD BY THE AUTHORITY TO SOUTH WHITEHALL TOWNSHIP; TO DIRECT THE AUTHORITY TO ASSIGN ALL ITS CONTRACTUAL RIGHTS AND OBLIGATIONS TO SOUTH WHITEHALL TOWNSHIP; TO DIRECT THE AUTHORITY TO SATISFY ANY AND ALL OUTSTANDING DEBTS; TO DIRECT THE AUTHORITY TO EXECUTE A CERTIFICATE OF TERMINATION TERMINATING ITS EXISTENCE; TO AUTHORIZE THE SOUTH WHITEHALL TOWNSHIP BOARD OF COMMISSIONERS TO FILE SAID CERTIFICATE WITH THE PENNSYLVANIA SECRETARY OF THE COMMONWEALTH; TO AUTHORIZE THE BOARD OF COMMISSIONERS TO RECORD SAID CERTIFICATE WITH THE LEHIGH COUNTY RECORDER OF DEEDS; TO PROVIDE FOR A SEVERABILITY CLAUSE AND TO PROVIDE FOR AN EFFECTIVE DATE.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Municipality Authorities Act of the Commonwealth of Pennsylvania, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962, pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority owns assets comprising the water system and the sanitary sewer system which render water and sewer service to the residents of the Township and a small number of customers located outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township has determined that the best interests of the citizens of the Township is served by dissolution of the Authority and

transfer of ownership, operation, maintenance and control of the water system and sanitary sewer system which service the Township from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township is authorized to compel the dissolution of the Authority pursuant to Section 5619 of the Municipality Authorities Act, 53 Pa.C.S. § 5619; see also *Township of Forks v. Forks Township Municipal Sewer Authority*, 759 A.2d 47 (Pa.Cmwlth. 2000); and

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Commissioners of South Whitehall Township, Lehigh County, Commonwealth of Pennsylvania as follows:

**Section 1.** The Board of Commissioners of South Whitehall Township hereby directs and orders that the Authority be dissolved.

**Section 2.** The Authority and its duly appointed agents are directed to take all actions necessary to effectuate its dissolution, including, but not limited to, the following:

- A. The Authority shall take all steps necessary to effectuate the transfer all of its assets to the Township;
- B. The Authority shall compile and provide to the Township, a list of all easements, licenses and rights in or related to real property that it presently holds (with Recorder of Deeds recording information if recorded) other than fee simple ownership rights, and upon request by the Township, provide copies of all documents and information (deeds, plans, license agreements, right-of-way documents, etc.) to the Township, following which the Authority shall execute all documents deemed necessary or advisable by the Township to effectuate the transfer/conveyance of these easements and other rights to the Township;
- C. The Authority shall take all steps necessary to assign, delegate and transfer from the Authority to the Township all contractual rights and obligations held by the Authority in furtherance of the Authority's ownership and operation of the water system and sanitary sewer system; to the extent any such rights or obligations would appear to be unassignable, the Authority shall notify the Township so the appropriate coordination may be pursued for a lawful assignment to and assumption by the Township;
- D. The Authority shall take all steps necessary to transfer from the Authority to the Township all local, state and federal regulatory approvals and permits held by the Authority to enable its operation of the water and sanitary sewer systems. The approvals to be transferred include, but are not limited to, all permits issued to the Authority by the Pennsylvania Department of Environmental Protection and its predecessor, the Pennsylvania Department of Environmental Resources;



- E. Except to the extent already addressed in Section 2A, B, C or D above, the Authority shall compile and provide to the Township, a list of all outstanding debts, financial obligations, and liabilities of the Authority, and upon request by the Township, provide copies of all related information and documentation to the Township; and
- F. The Authority shall approve and execute a Certificate of Termination, as set forth in form and substance appended hereto as Exhibit "A," in accordance with the Municipalities Act, 53 Pa.C.S. § 5619. Upon execution of the Certificate of Termination, the Authority shall deliver the Certificate to the Township Solicitor. The Township Solicitor shall hold the Certificate for future filing at a time deemed appropriate by the Township.

**Section 3.** Unless specifically authorized by resolution of the Township, the Authority is prohibited from entering into new contracts and agreements, prohibited from assuming new debt obligations, and prohibited from making any expenditures, including but not limited to, expenditures made for the purpose of challenging the right of the Township to dissolve the Authority. Notwithstanding the aforementioned provisions, the Authority is authorized to make payments on debt assumed prior to the date of adoption of this Ordinance effectuating dissolution.

**Section 4.** Upon dissolution of the Authority, the Township shall accept all property, assets, easements, regulatory permits, contractual rights and obligations and all other interests being transferred from the Authority to the Township pursuant to this Ordinance.

**Section 5.** The Board of Commissioners of South Whitehall Township hereby approves the Certification of Termination of the Authority in the form appended hereto as Exhibit "A."

**Section 6.** Upon adoption of this Ordinance and compliance with all executory provisions herein, the Board of Commissioners of South Whitehall Township is hereby authorized to file the Certificate of Termination in the Office of the Secretary of the Commonwealth of Pennsylvania.

**Section 7.** Prior to recording of the Certificate of Termination in the Office of Recorder of the Deeds of Lehigh County, the Township will evaluate and make a decision by official action regarding which outstanding debts, financial obligations and liabilities of the Authority are to be assumed by the Township and which shall be satisfied by the Authority.

**Section 8.** Once approval of the Certificate of Termination is obtained from the Secretary of the Commonwealth, the Township Manager or Acting Township Manager, as applicable is authorized after obtaining Township Solicitor approval to record the Certificate of Termination in the Office of the Recorder of Deeds of Lehigh County. Prior to recording the Certificate of Termination, the Township Manager or Acting Township Manager is directed to consult the Township Solicitor to determine the appropriate timing of the recording.

**Section 9.** Upon recordation of the Certificate of Termination with the Recorder of Deeds of Lehigh County, all property of the Authority shall pass to the Township and the Authority will be effectively dissolved and terminated pursuant to 53 Pa.C.S. § 5619(c).

**Section 10.** The South Whitehall Township Commissioners, Township Solicitor, Township Manager, Township Treasurer, Township Secretary and all other proper Township actors and agents are all, individually and collectively, authorized to take any further action necessary to effectuate the dissolution of the Authority and the transfer of Authority property, assets, easements, regulatory permits, contractual rights and obligations and all other interests passing by virtue of this Ordinance.

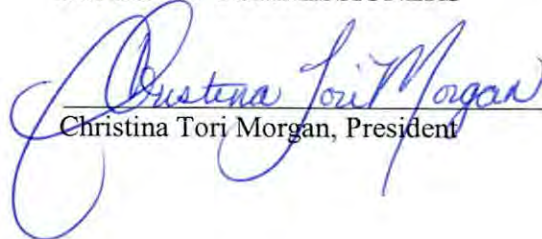
**Section 11.** All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed.

**Section 12.** If any section of this Ordinance is found to be unconstitutional, illegal or invalid, for any reason, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared to be the legislative intent of the South Whitehall Township Board of Commissioners that this Ordinance would have been adopted had such provisions not been included herein.

**Section 13.** All provisions of this ordinance and of the Code shall be in force and effect on and after May 3, 2017.

**DULY ORDAINED AND ENACTED** this 3rd day of May 2017, by a majority of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Ordinance, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, execute this Ordinance on behalf of the Board.

TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS

  
Christina Tori Morgan, President

ATTEST:

  
Lenore M. Horos, Secretary

## Exhibit "A"

CERTIFICATE OF TERMINATION OF THE  
SOUTH WHITEHALL TOWNSHIP AUTHORITY,  
LEHIGH COUNTY, PENNSYLVAINA

**THIS CERTIFICATE** ("Certificate") is made this \_\_\_\_ day of \_\_\_\_\_ 2017 by the South Whitehall Township Authority, Lehigh County, Pennsylvania ("**Authority**").

**WHEREAS**, pursuant to South Whitehall Township Ordinance No. **1021** the Authority was directed to take all actions necessary to effectuate its dissolution;

**WHEREAS**, pursuant to the Municipalities Authorities Act, 53 Pa.C.S. § 5619, the Authority hereby submits this Certificate, requesting and advising that the South Whitehall Township Board of Commissioners terminate its existence; and

**NOW THEREFORE**, the Authority, intending to be legally bound hereby, certifies as follows:

1. The Authority hereby submits this Certificate requesting its termination pursuant to South Whitehall Township Ordinance No. **1021** and the Municipalities Authorities Act, 54 Pa.C.S. § 5619.
2. The South Whitehall Township Board of Commissioners is authorized to terminate the existence of the Authority based on its prior action to create the Authority in 1962.
3. The President, Secretary, Vice President and Assistant Secretary are hereby authorized to take all actions necessary to carry out the purposes of this Certificate and to effectuate the dissolution of the Authority.

**IN WITNESS WHEREOF**, the undersigned officers of the Authority, have been authorized by the Board of the Authority, have hereunto set their hands and seals the date first written above.

**SOUTH WHITEHALL TOWNSHIP  
AUTHORITY**

ATTEST:

\_\_\_\_\_  
Dr. Rex D'Agostino, Secretary

\_\_\_\_\_  
Daniel G. D'Imperio, President

***Attachment B – Lehigh County Authority WQM Permit***



## WATER QUALITY MANAGEMENT PERMIT

<p>A. PERMITTEE (Name and Address): CLIENT ID#: <b>76667</b></p> <p><b>Allentown City</b> <b>435 Hamilton Street</b> <b>Allentown, PA 18101</b></p>	<p>B. PROJECT/FACILITY (Name):</p> <p><b>LCA Allentown Division WWTP</b></p>	
<p>C. LOCATION (Municipality, County): SITE ID#: <b>269399</b></p> <p><b>Allentown City, Lehigh County</b></p>		
<p>D. This permit/amendment approves the operation of sewage facilities consisting of:</p> <p>The design hydraulic capacity of the Kline's Island wastewater treatment plant is updated to 44.6 MGD. The design annual average flow and design organic capacity remain unchanged.</p> <p>The Kline's Island wastewater treatment plant includes the following processes: influent screening, main pump station, grit removal, primary settling, intermediate pump station, plastic trickling filters, intermediate settling, rock trickling filters, final settling, chlorine contact, effluent pump station (if needed), gravity thickeners, anaerobic digestion, and belt filter press.</p>		
<p>Pump Stations: <b>N/A</b></p> <p>Design Capacity: _____ GPM</p>	<p>Manure Storage: <b>N/A</b></p> <p>Volume: _____ MG</p> <p>Freeboard: _____ inches</p>	<p>Sewage Treatment Facility: <b>X</b></p> <p>Annual Average Flow: <b>40.0</b> MGD</p> <p>Design Hydraulic Capacity: <b>44.6</b> MGD</p> <p>Design Organic Capacity: <b>70,000</b> lbs/day</p>
<p>E. APPROVAL GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING:</p> <p>1. <b>Amendments:</b> All construction, operations and procedures shall be in accordance with the Water Quality Management Permit Amendment application dated <b>July 30, 2021</b> and its supporting documentation and addendums dated <b>N/A</b>, which are hereby made a part of this amendment.</p> <p>Except for any herein approved modifications, all terms, conditions, supporting documentation and addendums approved under Water Quality Management Permit No. <b>3915403</b> dated <b>February 4, 2016</b> shall remain in effect.</p> <p>2. Permit Conditions Relating to Sewerage are attached and made part of this permit.</p>		
<p>F. THE AUTHORITY GRANTED BY THIS PERMIT IS SUBJECT TO THE FOLLOWING FURTHER QUALIFICATIONS:</p> <p>1. If there is a conflict between the application or its supporting documents and amendments and the attached conditions, the attached conditions shall apply.</p> <p>2. Failure to comply with the rules and regulations of DEP or with the terms or conditions of this permit shall void the authority given to the permittee by the issuance of this permit.</p> <p>3. This permit is issued pursuant to the Clean Streams Law Act of June 22, 1937, P.L. 1987, as amended 35 P.S. §691.1 <i>et seq.</i> Issuance of this permit shall not relieve the permittee of any responsibility under any other law.</p>		
<p>PERMIT ISSUED:</p> <p><u>December 1, 2021</u></p>	<p>BY: <u><i>BR Patel</i></u></p> <p>TITLE: <b>Bharat Patel, P.E.</b> <b>Environmental Program Manager</b> <b>Northeast Regional Office</b></p>	



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF POINT AND NON-POINT SOURCE MANAGEMENT

**PERMIT CONDITIONS RELATING TO SEWERAGE**  
For use in Water Quality Management Permits

(Check boxes that apply)

**General**

- 1. The Department of Environmental Protection (DEP) considers the licensed Professional Engineer whose seal is affixed to the design documents to be fully responsible for the adequacy of all aspects of the facility design.
- 2. The permittee shall adopt and enforce an ordinance requiring the abandonment of privies, cesspools or similar receptacles for human waste and onlot sewage disposal systems on the premises of occupied structures accessible to public sewers. All such structures must be connected to the public sewers.
- 3. The outfall sewer or drain shall be extended to the low water mark of the receiving body of water. Where necessary to ensure proper mixing and waste assimilation, an outfall sewer or drain may be extended with appurtenances below the low water mark and into the bed of a navigable stream provided that the permittee has secured an easement, right-of-way, license or lease from DEP in accordance with Section 15 of the Dam Safety and Encroachments Act, the Act of November 26, 1978, P.L. 1375, as amended.
- 4. The approval is specifically made contingent on the permittee acquiring all necessary property rights, by easement or otherwise, providing for the satisfactory construction, operation, maintenance and replacement of all sewers or sewerage structures in, along or across private property with full rights of ingress, egress and regress.
- 5. When construction of the approved sewerage facilities is completed and before they are placed in operation, the permittee shall notify DEP in writing so that a DEP representative may inspect the facilities.
- 6. The approval of the plans, and the authority granted in this permit, if not specifically extended, shall cease and be null and void 5 years from the issuance date of this permit unless construction or modification of the facilities covered by this permit has begun on or before the fifth anniversary of the permit date.
- 7. If, at any time, the sewerage facilities covered by this permit create a public nuisance, including but not limited to, causing malodors or causing environmental harm to waters of the Commonwealth, DEP may require the permittee to adopt appropriate remedial measures to abate the nuisance or harm.
- 8. If, after the issuance of this permit, DEP approves a municipal sewage facilities official plan or an amendment to an official plan under Act 537 (Pennsylvania Sewage Facilities Act, the Act of January 24, 1966, P.L. 1535 as amended) in which sewage from the herein approved facilities will be treated and disposed of at other planned facilities, the permittee shall, upon notification from the municipality or DEP, provide for the conveyance of its sewage to the planned facilities, abandon use and decommission the herein approved facilities including the proper disposal of solids, and notify DEP accordingly. The permittee shall adhere to schedules in the approved official plan, amendments to the plan, or other agreements between the permittee and municipality. This permit shall then, upon notice from DEP, terminate and become null and void and shall be relinquished to DEP.
- 9. This permit does not relieve the permittee of its obligations to comply with all federal, interstate, state or local laws, ordinances and regulations applicable to the sewerage facilities.
- 10. This permit does not give any real or personal property rights or grant any exclusive privileges, nor shall it be construed to grant or confirm any right, easement or interest in, on, to or over any lands which belong to the Commonwealth.
- 11. The authority granted by this permit is subject to all effluent requirements, monitoring requirements and other conditions as set forth in the NPDES Permit and all subsequent amendments and renewals. No discharge is authorized from these facilities unless approved by an NPDES Permit.

**Construction**

- 12. This permit is issued under the authorization of The Clean Streams Law and 25 Pa. Code Chapter 91. The permittee shall obtain all necessary permits, approvals and/or registrations under 25 Pa. Code Chapters 102, 105 and 106 prior to commencing construction of the facilities authorized by this permit, as applicable. The permittee should contact the DEP office that issued this permit if there are any questions concerning the applicability of additional permits.

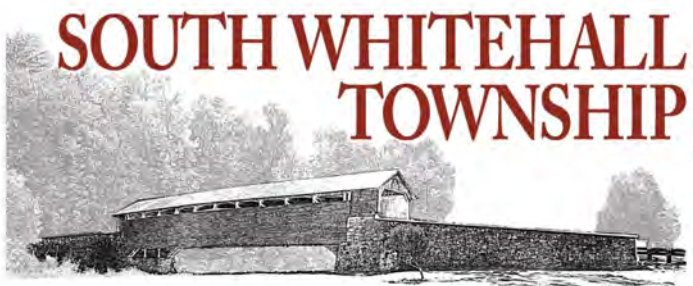
- 13. The facilities shall be constructed under the supervision of a Pennsylvania licensed Professional Engineer in accordance with the approved reports, plans and specifications.
- 14. A Pennsylvania licensed Professional Engineer shall certify that construction of the permitted facilities was completed in accordance with the application and design plans submitted to DEP, using the "Post Construction Certification" form (3800-PM-WSFR0179a). It is the permittee's responsibility to ensure that a Professional Engineer is on-site to provide the necessary oversight and/or inspections to certify the facilities. The certification must be submitted to DEP before the facility is placed in operation. As-built drawings, photographs (if available) and a description of all deviations from the application and design plans must be submitted to DEP within 30 days of certification.
- 15. Manhole inverts shall be formed to facilitate the flow of the sewage and to prevent the stranding of sewage solids. The manhole structure shall be built to prevent undue infiltration, entrance of street wash or grit and provide safe access to facilitate manhole maintenance activities.
- 16. The local Waterways Conservation Officer of the Pennsylvania Fish and Boat Commission (PFBC) shall be notified when the construction of any stream crossing and/or outfall is started and completed. A written permit must be secured from the PFBC if the use of explosives in any waterways is required and the permittee shall notify the local Waterways Conservation Officer when explosives are to be used.

### Operation and Maintenance

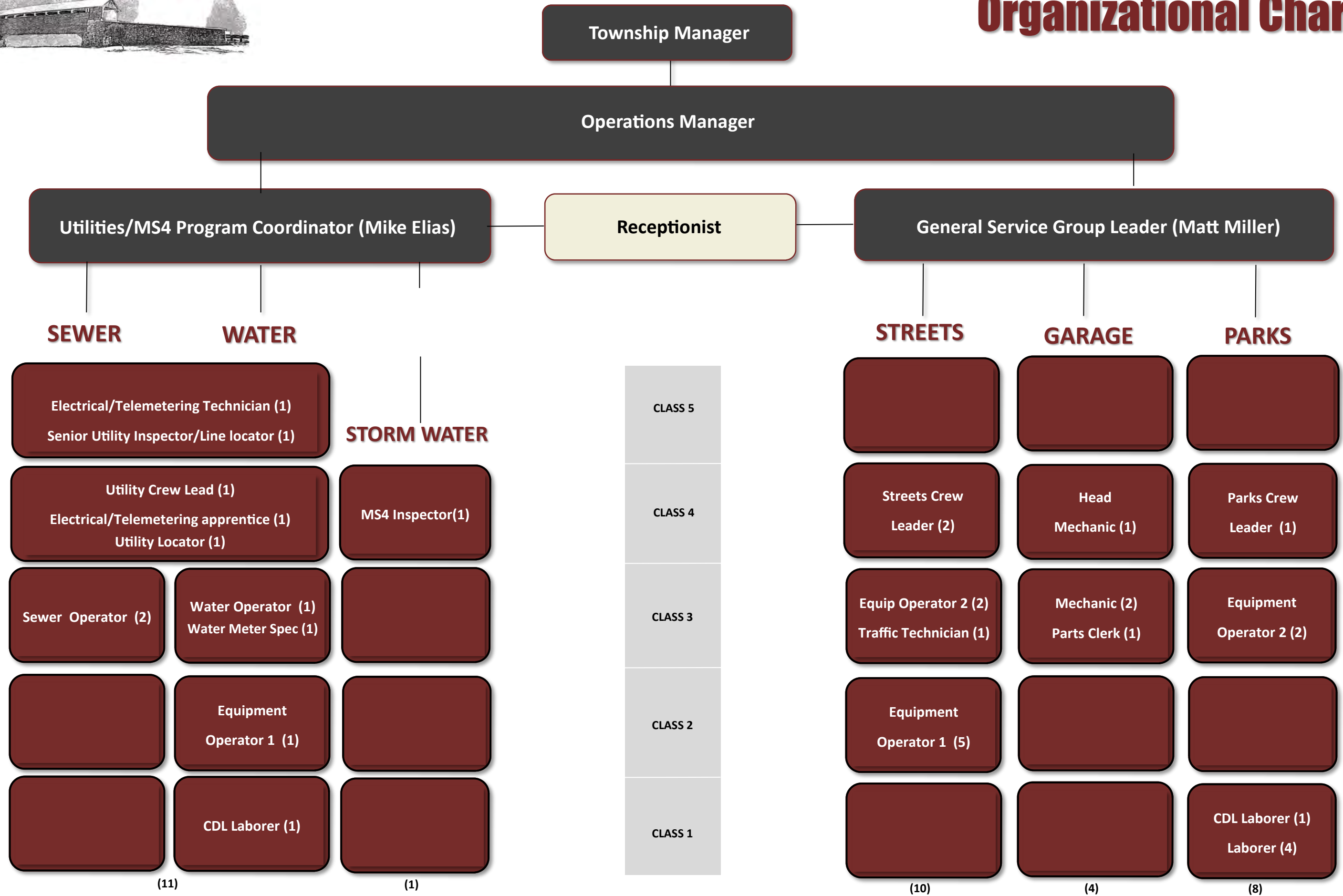
- 17. The permittee shall maintain records of "as-built" plans showing all the treatment facilities as actually constructed together with facility operation and maintenance (O&M) manuals and any other relevant information that may be required. Upon request, the "as-built" plans and O&M manuals shall be filed with DEP.
- 18. The sewers shall have adequate foundation support as soil conditions require. Trenches shall be back-filled to ensure that sewers will have proper structural stability, with minimum settling and adequate protection against breakage. Concrete used in connection with these sewers shall be protected from damage by water, freezing, drying or other harmful conditions until cured.
- 19. Stormwater from roofs, foundation drains, basement drains or other sources shall not be admitted directly to the sanitary sewers.
- 20. The approved sewers shall be maintained in good condition, kept free of deposits by flushing or other cleaning methods and repaired when necessary.
- 21. The sewerage facilities shall be properly operated and maintained to perform as designed.
- 22. The attention of the permittee is called to the highly explosive nature of certain gases generated by the digestion of sewage solids when these gases are mixed in proper proportions with air and to the highly toxic character of certain gases arising from such digestion or from sewage in poorly ventilated compartments or sewers. Therefore, at all places throughout the sewerage facilities where hazard of fire, explosion or danger from toxic gases may occur, the permittee shall post conspicuous permanent and legible warnings. The permittee shall instruct all employees concerning the aforesaid hazards, first aid and emergency methods of meeting such hazards and shall make all necessary equipment and material accessible.
- 23. An operator certified in accordance with the Water and Wastewater Systems Operator Certification Act of February 21, 2002, 63 P.S. §§1001, *et seq.* shall operate the sewage treatment plant.
- 24. The permittee shall properly control any industrial waste discharged into its sewerage system by regulating the rate and quality of such discharge, requiring necessary pretreatment and excluding industrial waste, if necessary, to protect the integrity or operation of the permittee's sewerage system.
- 25. There shall be no physical connection between a public water supply system and a sewer or appurtenance to it which would permit the passage of any sewage or polluted water into the potable water supply. No water pipe shall pass through or come in contact with any part of a sewer manhole.
- 26. All connections to the approved sanitary sewers must be in accordance with the official Act 537 Plan and, if applicable, a corrective action plan as contained in the approved Title 25 Pa. Code Chapter 94 Municipal Wasteload Management Annual Report.
- 27. Collected screenings, slurries, sludge and other solids shall be handled and disposed of in compliance with Title 25 Pa. Code Chapters 271, 273, 275, 283 and 285 (related to permits and requirements for land filling, land application, incineration and storage of sewage sludge), Federal Regulations 40 CFR 257 and the Federal Clean Water Act and its amendments.

***Attachment C – South Whitehall Township Organization Chart***

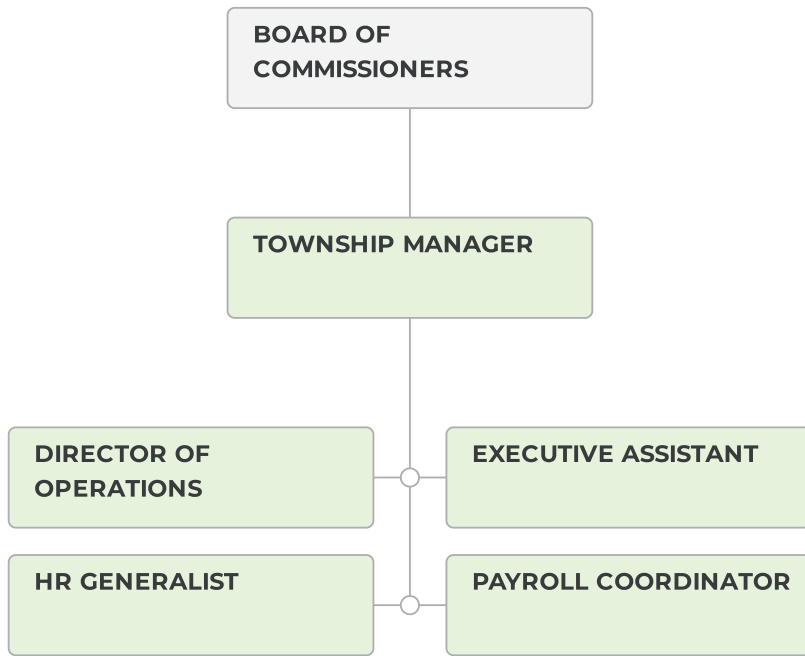




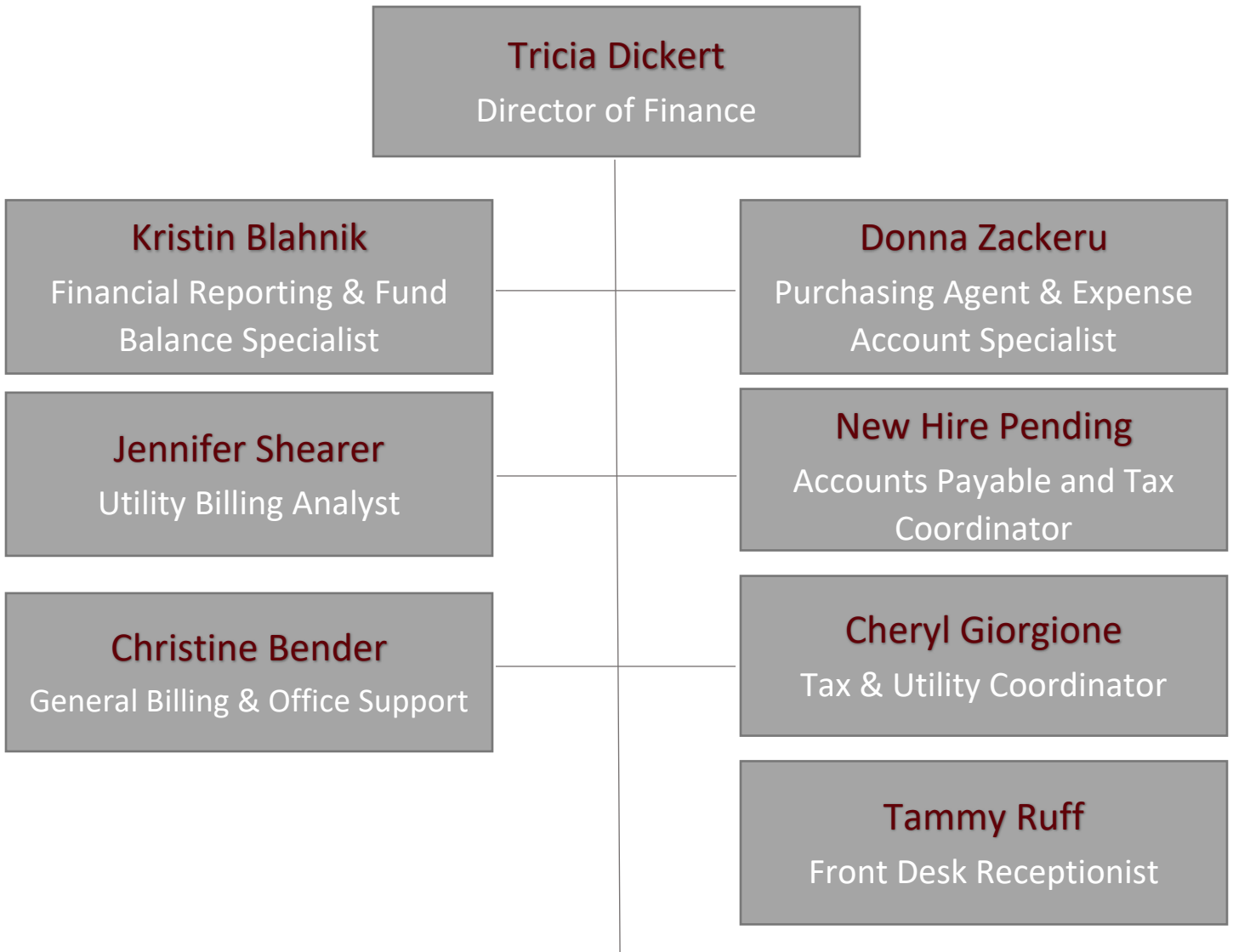
# 2023 Public Works Organizational Chart



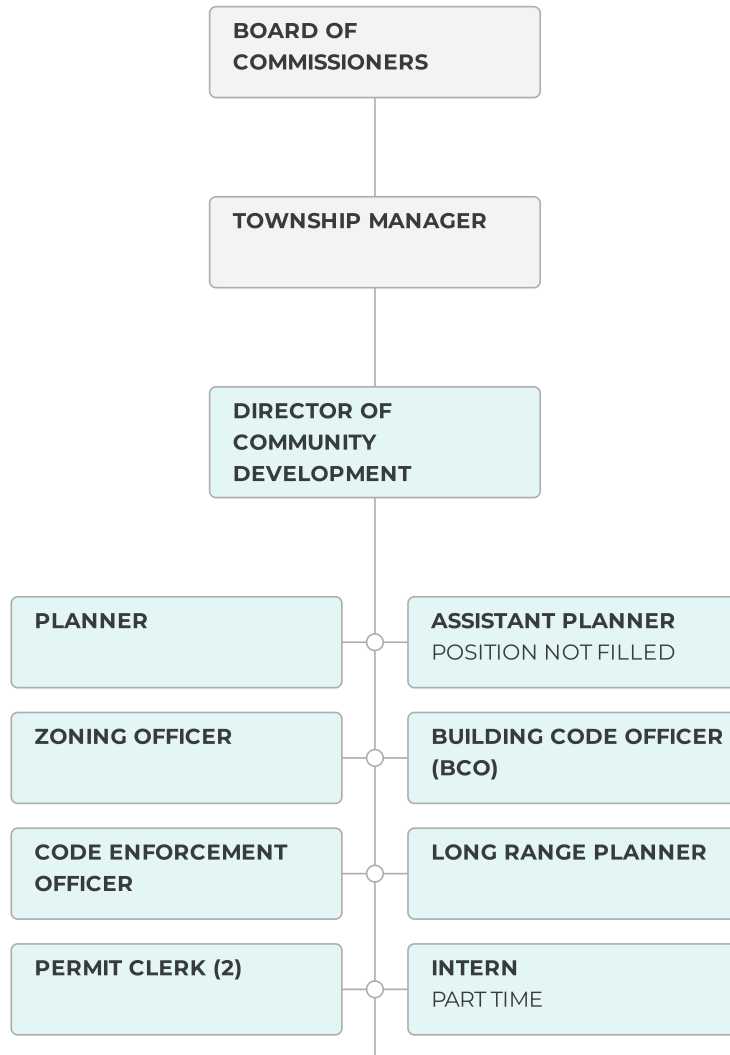
# EXECUTIVE OFFICE



# Finance Department Organization Chart



# COMMUNITY DEVELOPMENT DEPARTMENT



# PARKS AND RECREATION DEPARTMENT



# INFORMATION TECHNOLOGY DEPARTMENT





# SOUTH WHITEHALL TOWNSHIP POLICE DEPARTMENT CHAIN OF COMMAND



**Glen A. Dorney**  
Chief of Police

Police Clerk  
Melissa A. Hudak

Police Clerk  
Lori Harvey-Borso

**Stephen G. Brown**  
Captain of Department

**Eric A. Kleintop**  
Lieutenant of Patrol

**Eric A. Dotter**  
Lieutenant of Administration

Internal Affairs

Accreditation

Patrol Platoon 1	Patrol Platoon 2	Patrol Platoon 3	Patrol Platoon 4
<b>Joel R. Wischner</b> Sergeant (FTO/Bike)	<b>George J. Hummel</b> Sergeant	<b>Kevin A. Smith</b> Sergeant (K9/FTO)	<b>Kevin R. Edelheiser</b> Sergeant
<b>Colin D. Beaumont</b> Sergeant (K9/FTO)	<b>Andrew K. Gardo</b> Sergeant (MERT/FTO)	<b>Jaryd A. Winkelbauer</b> Sergeant (MERT)	Vacant
<b>Tyler R. Bachman</b> Officer (Bike)	<b>Matthew Carney</b> Officer	<b>Thomas R. Webb</b> Officer	<b>Nicholas J. Erdo</b> Officer
<b>Derek E. Marouchoc</b> Officer (FTO/Bike)	<b>Joseph R. Starosta</b> Officer (FTO/Bike)	<b>Haley M. Marouchoc</b> Officer (FTO)	<b>Ryan M. King</b> Officer (Bike/DARE)
<b>Michael J. Hozza</b> Officer (Bike)	<b>Kory J. Lopata</b> Officer (FTO/Bike)	<b>Alexie T. Santiago</b> Officer (Bike)	<b>Bethany A. Adams</b> Officer (DARE)
<b>Monica D. Minkiewicz</b> Officer (Bike)	<b>Nicholas J. Lessig</b> Officer	<b>Zachary W. Labezius</b> Officer (FTO/DARE)	<b>David D. Lawrence</b> Officer
Vacant	Vacant	Vacant	Vacant

Criminal Investigations

Community Relations

**Timothy C. Shoudt**  
Detective Sergeant

**Jason V. Grozier**  
Sergeant (DARE)

**Chad A. Moyer**  
Detective / Evidence Custodian

**Chadbourne J. Ellis**  
Detective  
Lehigh County Drug Task Force

Vacant  
Community Liaison Officer

**Thomas H. Bammer**  
School Resource Officer – PHS

**Stacey E. Janusz**  
Detective

**Darvin R. Faust**  
School Resource Officer - OMS

**Tyler J. Doherty**  
Detective (DRE)

**Kevin N. Azar**  
School Resource Officer - SMS

Temporary Assignment:  
Gina Whirl – APA  
Justin Bilka - APA

**Amanda L. Sariego**  
School Resource Officer - PHS

***Attachment D – Inter-Municipal Agreements***



***Agreement with Upper Macungie Township***

## SANITARY SEWER SERVICE AGREEMENT

This Agreement dated the 5<sup>th</sup> day of MAY, 2022 by and between **UPPER MACUNGIE TOWNSHIP**, a Second Class Township organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office and place of business situate at the Upper Macungie Township Municipal Building, 8330 Schantz Road, Breinigsville, Pennsylvania, 18031, hereinafter referred to as "UMT", party of the first part, and the **TOWNSHIP OF SOUTH WHITEHALL**, a First Class Township organized and existing under the laws of the Commonwealth of Pennsylvania with its principal office and place of business situate at the South Whitehall Township Municipal Building, 4444 Walbert Avenue, Allentown, Pennsylvania, 18104, hereinafter referred to as "SWT" party of the second part.

### WITNESSETH:

**WHEREAS**, UMT, pursuant to the authority vested in it by law has developed wastewater collection facilities for the purpose of conveying wastewater from Upper Macungie Township into the interceptor sewer system operated by the Lehigh County Authority ("LCA") and to the sewer system of the City of Allentown for further conveyance, treatment, and disposal; and

**WHEREAS**, SWT, pursuant to the authority vested in it by law has developed and operates a sanitary sewer system in South Whitehall Township which provides sanitary sewer service to residents, institutions, and businesses in South Whitehall Township; and

**WHEREAS**, SWT has a sanitary sewer main line located on the Tilghman Street (SR1002) bridge crossing over the Pennsylvania Turnpike Northeast Extension (Interstate 476) and must remove/relocate said sewer main line from the bridge by October of 2022; and

**WHEREAS**, the portion of SWT served by this sewer line (hereinafter referred to as the "Subject Area") Exhibit "A", may be connected to the UMT system to convey the wastewater now flowing through the sanitary main line over the bridge; and SWT has requested that it be provided with wastewater services for the purpose of conveying wastewater from the Subject Area into the UMT public system; and

**WHEREAS**, UMT is willing to accept the Subject Area's wastewater flow into the UMT public sewer system; and

**WHEREAS**, the parties hereto desire to set forth the terms and conditions which shall be applicable to the collection and transmission of wastewater by UMT from the Subject Area in SWT.

**NOW, THEREFORE**, UMT and SWT, for and in consideration of the sum of One (\$1.00) Dollar, as well as in consideration of the covenants, promises and agreements herein set forth, as well as other good and valuable consideration, and intending to be legally bound hereby, covenant and agree as follows:

1. Upper Macungie Township agrees to assist South Whitehall Township in providing sewer service, limited to transportation, as long as this Agreement is in force to that area of South

Whitehall Township served by the sanitary sewer main line over the Tilghman Street Bridge. The parties further stipulate this Agreement only has applicability to this area of South Whitehall Township with no other area of South Whitehall Township being subjected to the terms and conditions of this Agreement.

2. SWT agrees to transfer 10,000 GPD (gallons per day) of its allocation to the Kline's Island Wastewater Treatment Plant to the LCA under the terms and conditions set forth between LCA and SWT.

3. UMT will have final approval to any additional wastewater flow from the Subject Area into the UMT sanitary system.

4. SWT agrees to acquire all necessary rights-of-ways and/or easements to construct the extension of its sanitary sewer system and connect to the UMT system. UMT agrees to provide at no cost to SWT, any easements reasonably needed from UMT itself in order to facilitate the intent of this Agreement.

5. SWT agrees to pay for all costs to extend its system and connect to the UMT system.

6. UMT agrees to allow SWT to connect to its system into UMT manhole MH #LFS-039 (the "MH"), located in the cul-de-sac of Bellflower Way. SWT agrees to own and perpetually maintain the proposed sanitary sewer extension from the connection point within Tilghman Street to the tie-in to the UMT sanitary sewer system at manhole LFS-039.

7. UMT further agree to allow SWT access to this MH to provide access for the maintenance and or repair of the SWT system.

8. SWT hereby agrees to exonerate, indemnify, defend and save harmless UMT, its Officers, Engineers and Solicitors, appointees and employees, and its other agents, from any and all claims, actions, awards, verdicts and judgments, together with reasonable counsel fees, based upon or arising out of any and all aspects of the connection to the UMT System, specifically including any claims against the UMT by any SWT customers served by the SWT connection, for damages or injuries, including death, to persons or properties caused by or sustained in connection with the SWT connection, so long as the claim is not precipitated or aggravated by negligence or wrongful conduct or omission of UMT, its Officers, Engineers and Solicitors, appointees and employees, and its other agents.

In compliance with this Paragraph 8, SWT shall, during the duration of this Agreement, carry with insurance companies acceptable to UMT and comprehensive general liability insurance, including contractual liability, with respect to the indemnification obligations assumed in the foregoing subparagraph, in which SWT insures the liability which SWT has assumed under this Agreement, which coverage shall be at least One Million Dollars (\$1,000,000.00) (each occurrence), Three Million Dollars (\$3,000,000.00) (aggregate) for personal injury and/or death, Three Million Dollars (\$3,000,000.00) for property damage and at least \$5,000,000.00 umbrella coverage, naming UMT and its officers, appointees, agents, independent contractors and assigns, including but not limited to the UMT's Engineers and Solicitors, Inspectors and Zoning Officer, as hereinabove defined, as additional insureds, in order to protect and hold harmless said parties against any and all liability with respect to the connection by SWT to the UMT system and the approval of this Agreement, and shall, upon request and

at least annually, furnish the UMT with a Certificate of Insurance evidencing compliance with this requirement.

9. UMT and SWT agree to review the terms and conditions of this Agreement every five (5) years to determine the need for change or modification of any of the provisions set forth in this Agreement, including the termination of the Agreement, if deemed by either party to be in its best interests. Should the Agreement be terminated, SWT shall be responsible to pay the UMT any and all outstanding statements due to the Authority as of the date of termination. Should either party decide not to renew this agreement a sixty (60) day notice shall be provided to the other party and SWT will have sixty (60) days to initiate the process to disconnect from the UMT system. That process includes, without limitation, obtaining necessary approvals and permits; alternative design for continued sanitary sewer service to the Subject Area; and acquisition of additional easements or rights of way necessary for the continuity of service to the Subject Area. Upon initiation of such process, SWT agrees to pursue it diligently using good faith commercially reasonable efforts. SWT will be responsible for all costs associated with the disconnection.

10. SWT shall pay a transmission charge to UMT quarterly or annually in the amount of \$0.025 per thousand gallons of wastewater and a Rabenold Pump Station Fee of \$0.640 per thousand gallons of wastewater flows from the Subject Area into the UMT sanitary sewer system. The Rabenold Pump Station Fee shall represent SWT's share of all costs and expenses for maintenance, repairs, expenditures and upgrades to the Rabenold Pump Station during the time this Agreement is in full force and effect and, in the event of the need for a major capital expenditure to renovate or preserve the capacity of the Rabenold Sewage Pumping Station, SWT shall not be obligated to make a contribution toward any such expenses. UMT will create the invoice and deliver to the SWT municipal complex.

11. The volume of sewage flows for all customers of the sanitary sewer system in South Whitehall Township Subject Area shall be the volume of water supplied to the said customers; all properties within the Subject Area shall have water meters with the said water supply being from the LCA.

12. All costs associated with the UMT's Engineer's review of the system's capacity to accommodate SWT shall be the sole responsibility of SWT.

13. Expenses or fees for the preparation and submission of the Sewer Planning Module to the Pennsylvania Department of Environmental Resources shall be the responsibility of SWT.

14. SWT agrees to maintain its sanitary sewer system in the Subject Area and agrees to implement best management practices to reduce/eliminate inflow and infiltration in the Subject Area.

***[Signatures only on following page]***

**IN WITNESS WHEREOF** Upper Macungie Township and the Township of South Whitehall each have caused this Agreement to be duly executed and attested by its proper officers pursuant to proper action of its governing body, all as of the day and year first above written.

ATTEST:

  
\_\_\_\_\_  
KALMAN SOSTAREK Secretary

Upper Macungie Township  
By:   
\_\_\_\_\_  
JAMES BRUNK Chairman

ATTEST:

\_\_\_\_\_  
Secretary

South Whitehall Township  
By: \_\_\_\_\_  
Chairperson

**SWT/UMT SANITARY SEWER INTER-MUNICIPAL AGREEMENT  
EXHIBIT "A"  
SUBJECT AREA**



**SWT/UMT SANITARY SEWER INTER-MUNICIPAL AGREEMENT  
EXHIBIT "B"  
CONNECTION POINT**



***Agreement with Lower Macungie Township***



AGREEMENT

THIS AGREEMENT, made as of the 17<sup>th</sup> day of *Sept. 1981*, 1981, by and between LOWER MACUNGIE TOWNSHIP AUTHORITY, a Municipal Authority organized and existing under the Pennsylvania Municipality Authorities Act of 1945 and the TOWNSHIP OF LOWER MACUNGIE, a Municipal Corporation, both located in Lehigh County, Pennsylvania, (hereinafter collectively referred to as "Lower Macungie"), of the one part,

AND

SOUTH WHITEHALL TOWNSHIP AUTHORITY, a Municipal Authority organized and existing under the Pennsylvania Municipality Authorities Act of 1945 (hereinafter referred to as "South Whitehall Township Authority"), and the TOWNSHIP OF SOUTH WHITEHALL, a Municipal Corporation (hereinafter referred to as "South Whitehall"), both located in Lehigh County, Pennsylvania, of the other part,

WITNESSETH:

WHEREAS, South Whitehall Township Authority is the owner of a sanitary sewage collection system (hereinafter referred to as "South Whitehall Sewer System") which it leases to South Whitehall and which is used to collect sanitary sewage in South Whitehall Township for transmission to and treatment at the sewage treatment plant of the City of Allentown ("Allentown Treatment Plant"); and

WHEREAS, Lower Macungie Authority is contemplating the construction of a sanitary sewage collection system (hereinafter referred to as "Lower Macungie Sewer System"), which system will be used to collect sanitary sewage in Lower Macungie Township for transmission to and treatment at the sewage treatment plant of the City of Allentown, and which system will be operated by the Township of Lower Macungie:

WHEREAS, the treatment of the sewage collected in the Lower Macungie Sewer System at the Allentown Treatment Plant will be governed by a certain agreement dated December 22, 1969, among the City of Allentown, the County of Lehigh, and other parties, and by a certain Service Agreement dated August 1, 1970, among Lehigh County Authority, the Township of Lower Macungie and other parties; and

WHEREAS, treatment of the sewage collected in the South Whitehall Sewer System at the Allentown Treatment Plant, and the transmission of said sewage through Allentown sewer mains to the Allentown Treatment Plant, is governed by certain agreements dated November 20, 1962, April 12, 1965 and January 18, 1967, among South Whitehall Township, South Whitehall Township Authority, the City of Allentown, and other parties; and

WHEREAS, because of topography and the relative geographic positions and outlines of the Township of Lower Macungie and the Township of South Whitehall, it would be advantageous to Lower Macungie to have sewage collected in a certain part of the Lower Macungie Sewer System discharged into the South Whitehall Sewer System for transmission to the Allentown Treatment Plant for treatment; and

WHEREAS, the parties desire to arrange for the discharge of sanitary sewage collected in a certain part of the Lower Macungie Sewer System into the South Whitehall Sewer System and desire to set forth the terms and conditions of said arrangement and to obtain the approval of the City of Allentown, the County of Lehigh, Lehigh County Authority, Allentown, and other parties to said arrangement.

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. Lower Macungie Township and Lower Macungie Township Authority, are hereby granted permission to extend, at their sole expense, the sewer system of Lower Macungie Township and/or Lower Macungie Township Authority through the real property located within the Township of South Whitehall, subject to the acquisition of said real property, where necessary, by use of the power of eminent domain as hereinafter set forth, and to connect said

extension of the Lower Macungie Township and/or Lower Macungie Township Authority Sewer System to the South Whitehall Township Authority Sewer System, in conformity with the plans and specifications prepared by G. Edwin Pidcock Company, as relevant thereto copies of which are attached hereto, marked Exhibit "A" and made a part hereof by reference thereto.

2. That portion of the Lower Macungie Township and/or Lower Macungie Township Authority Sewer System which is extended into South Whitehall Township pursuant to this Agreement, shall remain the sole property of Lower Macungie Township and/or Lower Macungie Township Authority and neither South Whitehall Township nor South Whitehall Township Authority shall have any ownership, rights or interests of any kind in or to said extension. Said extension to the Lower Macungie Township and/or Lower Macungie Township Authority Sewer System shall at all times be maintained and kept in repair by Lower Macungie Township and/or Lower Macungie Township Authority.

3. The cost of modifying the Cedar Crest Boulevard Sewerage Metering Station shall be borne by Lower Macungie Township and/or Lower Macungie Township Authority. The cost of repairing, adjusting, calibrating, inspecting and maintaining the Meter Station and the cost of replacing said Meter, should replacement become

necessary, shall be paid 86.98 percent by South Whitehall Township Authority and 13.02 percent by Lower Macungie Township and/or Lower Macungie Township Authority.

4. Notwithstanding anything to the contrary contained in this Agreement, if the part of the Sewer System which is to be maintained and kept in repair by one party, is in any way damaged by any cause originating in the part of the Sewer System to be maintained by the other party, or is damaged by reason of the acts or omissions of the agents of the other party, the costs of repairing such damage shall be paid by such other party.

5. South Whitehall Township and/or South Whitehall Township Authority by reason of this Agreement, does hereby grant, in perpetuity, to Lower Macungie Township and/or Lower Macungie Township Authority, a 13.02 percent share of the design (peak) capacity of that portion of the South Whitehall Township Sewer Authority line, which will be utilized to transmit sewage from the Lower Macungie Township Sewer System through the South Whitehall Township Authority Sewer System to the Treatment Plant of the City of Allentown. It is acknowledged that the aforesaid 13.02 percent interest in the sewer lines as shown on the attached Exhibit "B" will provide for a peak flow of 0.625 millions gallons per day, or an average daily flow of 0.25 million gallons per day based on a 2.5 peaking factor. Average daily flow shall be

determined based upon flows calculated over the preceeding 12 months.

Additional capacity may be granted to Lower Macungie Township and/or Lower Macungie Township Authority at some future time if required by Lower Macungie Township and/or Lower Macungie Township Authority and if available from the South Whitehall Township Authority under terms to be agreed upon at that future time.

6. The price to be paid by Lower Macungie Township and/or Lower Macungie Township Authority to South Whitehall Township Authority for the aforesaid 13.02 percent share of capacity in the sewer lines of South Whitehall Township Authority is Thirty-Five Thousand (\$35,000.00) Dollars. The said price shall be payable within ninety (90) days after Lower Macungie Township and/or Lower Macungie Township Authority receives the proceeds of the purchase of bonds issued to finance the Phase II Sewer System in Lower Macungie Township.

7. It is understood and agreed by the parties hereto that the extension of the Lower Macungie Township and/or Lower Macungie Township Authority Sewer System through the Township of South Whitehall for eventual transmission to the Treatment Plant of the City of Allentown, will require the acquisition of certain properties not owned by the Township of South Whitehall or the

South Whitehall Township Authority. To the extent permitted by law, it is herein agreed that South Whitehall Township and/or South Whitehall Township Authority, will cooperate with Lower Macungie Township Authority and/or Lower Macungie Township in the acquisition of such real property. The cost of acquisition of said real property will be at the expense of Lower Macungie Township and/or Lower Macungie Township Authority.

8. Neither party to this Agreement shall be required by the terms hereof, to construct, extend, modify or change any portion of its sewer system to accommodate the other party, except as specifically set forth herein.

9. All properties in Lower Macungie Township shall be and shall remain the customers of Lower Macungie Township and/or Lower Macungie Township Authority for sewer services and all properties in South Whitehall Township shall be and shall remain the customers of South Whitehall Township and/or South Whitehall Township Authority for sewer services irrespective of which party owns the sewer line which serves the property.

10. Lower Macungie Township and/or Lower Macungie Township Authority shall pay to South Whitehall Township, on a calendar quarter basis, a transportation charge of \$.02 per thousand gallons of sewage discharged into the South Whitehall Township Authority Sewer System pursuant to the terms of this

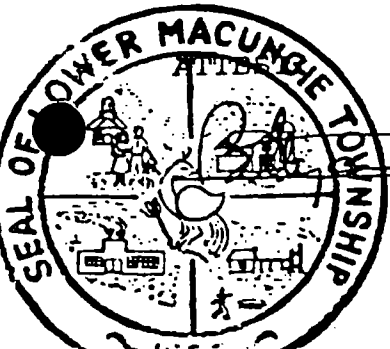
Agreement. The volume of sewage so transmitted by South Whitehall Township from Lower Macungie Township to the City of Allentown Sewer Treatment Plant shall be determined by the metered flow at the proposed Lower Macungie Township Authority Metering Station to be constructed on Cedarbrook Road. The City of Allentown shall submit to Lower Macungie Township Authority a statement for treatment of the aforesaid sewage at the City of Allentown Sewer Treatment Plant and Lower Macungie Township and/or Lower Macungie Township Authority shall pay said cost directly to the City of Allentown.

11. In the event the Township of South Whitehall or South Whitehall Township Authority shall utilize the line constructed by Lower Macungie Township Authority within the boundaries of South Whitehall Township to provide sewer service to residents of South Whitehall Township a credit equal to the transmission charged by South Whitehall Township to Lower Macungie Township and/or Lower Macungie Township Authority shall be made. The credit will be upon a basis of 350 gallons per day per unmetered residential dwelling unit utilizing the aforesaid line or on the basis of the metered water consumption for residential or non-residential users. South Whitehall Township shall provide to Lower Macungie Township and/or Lower Macungie Township Authority appropriate notification of utilization



of the system by residential dwellings and appropriate meter readings for non-residential customers. Adjustments to the transmission charge levied by this Agreement upon Lower Macungie Township and/or Lower Macungie Township Authority shall be made in accordance with the aforesaid usage by resident and/or commercial users of South Whitehall Township.

12. In the event the City of Allentown by proper exercise of its rights under previous agreements with South Whitehall Township, requires the construction of a relief line because of a surcharge of the existing sewer lines of the City of Allentown through which sewage from Lower Macungie Township flows as a result of this Agreement, the cost of such relief line shall be borne by Lower Macungie Township and South Whitehall Township in the same proportion as each has reserved capacity in said relief line except that for the sole purpose of calculating the proportionate shares of the cost of the relief line the reserved capacity of South Whitehall Township in said relief line shall be reduced by 300,000 gallons per day being the difference between the 500,000 gallons per day committed to South Whitehall Township in city's existing sewer lines by the City of Allentown, by agreement of November 20, 1962, and the 800,000 gallons per day which South Whitehall Township represents is the present sewage flow contributed by it to the existing sewer lines.



LOWER MACUNGIE TOWNSHIP

By: Ed A. Duncanson, MAP.

ATTEST:

LOWER MACUNGIE TOWNSHIP AUTHORITY

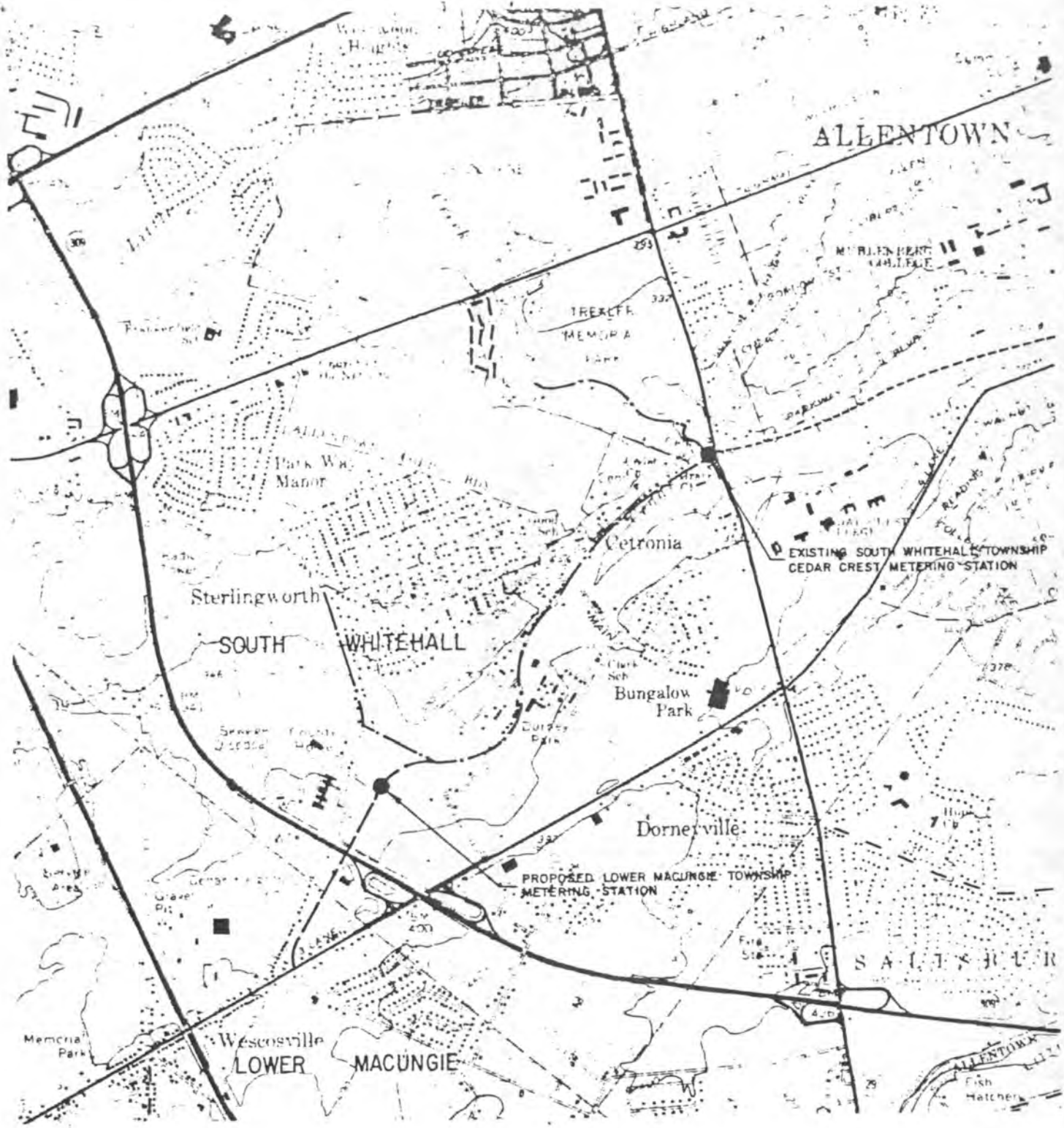
Don T. Black BY: Donald G. Deuberg

SOUTH WHITEHALL TOWNSHIP

Paul G. DeLong BY: Elwood M. Blanchard

SOUTH WHITEHALL TOWNSHIP AUTHORITY

Paul Frankfield BY: Wm L. Heydt



LOWER MACUNGIE TOWNSHIP  
 LOWER MACUNGIE TOWNSHIP AUTHORITY/  
 SOUTH WHITEHALL TOWNSHIP AUTHORITY  
 TRANSMISSION AGREEMENT

EXHIBIT "B"

- LEGEND**
- EXISTING CITY OF ALLENTOWN INTERCEPTOR
  - - - - - EXISTING SOUTH WHITEHALL TOWNSHIP AUTHORITY INTERCEPTOR SEWER
  - PROPOSED LOWER MACUNGIE TOWNSHIP AUTHORITY INTERCEPTOR SEWER

SCALE  
 1" = 2000'  
 DATE  
 AUGUST 1981



G. EDWIN PIDCOCK CO.  
 CONSULTING ENGINEERS  
 ALLENTOWN, PA.

SHEET 1 OF 1  
 S-6771

***Agreement with Salisbury Township***



199  
Maria C. Mullane

ATTORNEY AT LAW

COMMERCE PLAZA III, SUITE 115  
5050 TILGHMAN STREET  
ALLENTOWN, PENNSYLVANIA 18104

TELEPHONE (610) 391-1120

FAX (610) 432-4249

January 6, 1999

MR. GABRIEL KHALIFE, MANAGER  
SALISBURY TOWNSHIP  
2900 SOUTH PIKE AVENUE  
ALLENTOWN, PA 18103

RE: South Whitehall Township Authority/Salisbury Township  
Sanitary Sewage Transmission Agreement

Dear Mr. Khalife:

Enclosed please find two (2) fully executed copies of the above Agreement. Please keep these documents in a place of safekeeping among the Township's other important documents.

Very truly yours,

MARIA C. MULLANE  
SALISBURY TOWNSHIP SOLICITOR

MCM/lkp  
Enclosures (originals - 2)

C: John S. Pidcock, Township Engineer (with enclosure)

Township to copy: Salisbury Township Public Works Department

SALISBURY TOWNSHIP/SOUTH WHITEHALL TOWNSHIP AUTHORITY  
SEWAGE TRANSMISSION AGREEMENT

THIS AGREEMENT made as of the 16th day of November, 1998, by and between SOUTH WHITEHALL TOWNSHIP AUTHORITY, a municipality authority organized and existing under the Pennsylvania Municipality Authorities Act of 1945 (hereinafter referred to as "South Whitehall Authority"), situate in Lehigh County, Pennsylvania, of the one part,

AND

TOWNSHIP OF SALISBURY, a political subdivision of the Commonwealth of Pennsylvania, and a Township of the First Class (hereinafter referred to as "Salisbury"), situate in Lehigh County, Pennsylvania, of the other part,

W I T N E S S E T H :

WHEREAS, Salisbury owns and operates a sanitary sewage collection system, including related and appurtenant facilities, for rendering sanitary sewer service in and for portions of the Township of Salisbury, Lehigh County, Pennsylvania (all of which facilities are referred to herein as the "Salisbury Sewer System"); and

WHEREAS, South Whitehall Authority owns and operates a sanitary sewage collection system for rendering sanitary sewer service in and for portions of the Township of South Whitehall, Lehigh County, Pennsylvania (all of which facilities are referred to herein as the "South Whitehall Sewer System"); and

WHEREAS, Salisbury, as successor in interest to Salisbury Township Authority, South Whitehall Authority, and Coplay-Whitehall Sewer Authority, on the one hand, and the City of Allentown, Lehigh County, Pennsylvania (the "City"), on the

other hand, are parties to an Agreement dated April 12, 1965 (the "City Agreement"), which provides, inter alia, terms and conditions pursuant to which sewage and wastes collected in the Salisbury Sewer System and in the South Whitehall Sewer System may be discharged to the sewage collection system and sewage treatment plant operated by the City (the "City Sewer System") for treatment and ultimate disposal; and

WHEREAS, because of topography and the relative geographic positions and outlines of the Townships of South Whitehall and Salisbury in a number of limited circumstances: (1) it is advantageous to Salisbury to have sewage collected in certain parts of the Salisbury Sewer System discharged into the South Whitehall Sewer System for transmission to the Allentown Treatment Plant for treatment; and (2) it is advantageous to South Whitehall Authority to have sewage collected in certain parts of the South Whitehall Sewer System discharged into the Salisbury Sewer System for transmission to the Allentown Treatment Plant for treatment; and

WHEREAS, Salisbury, in its own behalf and as successor in interest to Salisbury Township Authority, and South Whitehall Authority, in its own behalf and as successor in interest to South Whitehall Township, are parties to an Agreement dated May 15, 1967, which permits Salisbury to discharge effluent from a specific portion of the Salisbury Sewer System into the South Whitehall Sewer System, and which permits South Whitehall Authority to discharge effluent from a portion of the South Whitehall Sewer System into the Salisbury Sewer System, and establishes the terms and conditions through which such discharges may occur; and

WHEREAS, Salisbury Township has recently approved a residential subdivision known as Rosewood, the effluent from which is anticipated to flow into a portion of the South Whitehall Sewer System located in Mosser Drive, the terms and

conditions for which are not addressed in the May 15, 1967 Agreement; and

WHEREAS, the parties desire to address the terms and conditions necessary for a discharge from the Salisbury Sewer System into the Mosser Drive portion of the South Whitehall Sewer System, and to incorporate those terms and conditions into a single agreement which shall address both the Mosser Drive discharge and the discharges permitted pursuant to the May 15, 1967 Agreement, so as to supersede the May 15, 1967 Agreement in its entirety.

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:

1. South Whitehall Authority was previously granted permission, which permission is confirmed hereby, to connect the South Whitehall Sewer System to the Salisbury Sewer System on Main Street at the South Whitehall-Salisbury Township boundary line, and to discharge sanitary sewage and wastes into the Salisbury Sewer System in perpetuity at said point of connection, from no more than thirty (30) dwelling units (as used here, and elsewhere in this Agreement, each single-family house and each apartment unit in a multi-family building shall be considered one "dwelling unit") located in the Township of South Whitehall.

2. Salisbury is hereby granted permission to connect the Salisbury Sewer System to the South Whitehall Sewer System on Mosser Drive at the South Whitehall-Salisbury Township boundary line, and to discharge sanitary sewage and wastes into the South Whitehall Sewer System in perpetuity at said point of connection, from no more than a maximum of six (6) dwelling units located in the Township of Salisbury.



3. Salisbury Township Authority, the predecessor in interest of Salisbury, was previously granted permission, which permission is confirmed hereby, to connect the Salisbury Sewer System to the South Whitehall Sewer System on Thirty-First Street at the South Whitehall Township-Salisbury Township boundary line and to discharge sanitary sewage and wastes into the South Whitehall-Sewer System in perpetuity at said point of connection, from no more than thirty (30) dwelling units located in the Township of Salisbury.

4. (a) Salisbury Township Authority, the predecessor in interest of Salisbury, was previously granted permission, which permission is confirmed hereby, to construct a sewer main in Catherine Avenue westwardly from the South Whitehall Township-Salisbury Township boundary line to Glick Avenue and in Glick Avenue southwardly from Catherine Avenue to the South Whitehall Township-Salisbury Township boundary line. Such permission to Salisbury included the right to install said sewer mains in its aforesaid streets without cost or charge of any kind and granted to Salisbury the right, in perpetuity, to have and keep said sewer mains in said streets.

(b) South Whitehall Authority was previously granted permission, in perpetuity, which permission is confirmed hereby, to use the sewer mains aforementioned in paragraph 4(a) previously constructed by Salisbury Authority to provide sanitary sewer service to properties in the Township of South Whitehall abutting upon said sewers, with the express understanding that all such properties shall be and remain the sewer customers of South Whitehall Authority. South Whitehall Authority and South Whitehall shall have the further right, in perpetuity, to discharge into the Salisbury Sewer System sanitary sewage and wastes collected in said sewer mains from properties located in the Township of South Whitehall.

(c) Pursuant to the terms of the May 15, 1967 Agreement, the terms of which are incorporated herein, Salisbury did sell and convey to South Whitehall Authority an undivided one-half (1/2) interest in and to the aforesaid sewer mains constructed in Catherine Avenue and Glick Avenue within the Township of South Whitehall by Salisbury Authority, in consideration of which, South Whitehall Authority did pay to Salisbury Authority a sum equal to the amount which Salisbury Authority would have assessed, under its then existing Sanitary Sewer Assessment Resolution, against the properties in the Township of South Whitehall which are benefitted, improved or accommodated by the sewer mains installed by it, had said properties been entirely within the Township of Salisbury.

5. South Whitehall Authority, at its sole expense, shall maintain and keep in proper working order and repair the sewer mains and laterals located within the Township of South Whitehall. Salisbury, at its sole expense, shall maintain and keep in proper working order and repair the sewer mains and laterals located within the Township of Salisbury.

6. With respect to the sewage collected in one of the Townships whose sanitary sewer operator is a party hereto and discharged into the Sewer System of the other Township whose sanitary sewer operator is a party hereto, the parties agree that:

(a) The party into whose Sewer System the sewage is discharged shall transport or provide for the transportation of said sewage to the Allentown Sewage Treatment Plant for treatment, and shall pay all costs of so transporting and treating said sewage.

(b) The party into whose Sewer System the sewage is discharged shall provide for the treatment of said sewage at

the Allentown Sewage Treatment Plant under the capacity reserved therein by and for it under the City Agreement.

(c) The party from whose Sewer System sewage is collected shall, each quarter, pay to the party into whose Sewer System sewage is discharged, a charge for each dwelling unit from which sewage is so collected. The charge so payable for each dwelling unit shall be an amount equal to the highest minimum quarterly charge then imposed by either party for providing sanitary sewer service to a single-family dwelling.

(d) Neither party to this Agreement shall be required by the terms hereof to construct, extend, modify or change any portion of its Sewer System to accommodate the other party.

(e) Should either party to this Agreement cause to be discharged sewage, of a volume in excess of that permitted by this Agreement, into the other party's Sewer System, then the party so exceeding the volume limitation of this Agreement shall pay a penalty to the other party equal to three (3) times the transmission cost of the total flow for the period of time the Agreement is violated, plus any and all damages, costs or expenses arising as a direct result of the violation of the Agreement. Should a substantial violation exist for a period of six (6) consecutive months, the aggrieved party may seek an injunction in a Court of Equity to abate the flow or to require the offending party to take affirmative action to secure compliance with this Agreement.

(f) Each party shall furnish to the other the addresses of all properties whose sewage flows into the Sewer System of the other and shall, quarterly, furnish to the receiving party, without charge, a report of the estimated volume of sewage being so discharged.

(g) In lieu of the method of calculations set forth in subparagraph (f) above, either party, at its own cost, may install a metering device acceptable to both parties which will record the actual flow into the system of the party receiving the transmission of sewage from the other.

7. All properties in South Whitehall Township shall be and remain the customers of South Whitehall Authority for sewerage services, and all properties in Salisbury Township shall be and remain the customers of Salisbury for sewage services, irrespective of which party owns the sewer line which serves any such property.

8. It is agreed by the parties hereto:

(a) That no connection or effluent will be approved or accepted by either party which does not meet with the approval of the consulting engineer of the party expected to transmit the sewage.

(b) "Sewage" means domestic and/or industrial wastes, as such terms usually and customarily are used by sanitary engineers.

(c) "Suspended Solids" means the filterable residue of the wastes as determined in accordance with the latest edition of "Standard Methods of Examination of Water and Waste Water," published by the American Public Health Association.

(d) The parties agree that the sewage discharged by either into the Sewer System of the other shall not contain storm water, roof or surface drainage without the express written approval of the party receiving such discharge. Further, no industrial waste, chemicals or other matter shall be so discharged, with or without pretreatment:

- (i) having a temperature higher than 150°;
- (ii) containing more than 100 milligrams per liter (m/l) by weight of fat, oil or grease;
- (iii) containing any gasoline, benzene, naphtha, fuel oil, or other inflammable or explosive liquid, solid or gas;
- (iv) containing any ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood or any other solid or viscous substances capable of causing obstruction or other interference with proper operation of the treatment plant being operated by the City of Allentown;
- (v) containing any unground garbage;
- (vi) having a "ph" (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) 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 of Allentown;
- (vii) 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 any hazard in the receiving waters of the treatment plant being operated by the City of Allentown. Toxic wastes shall include wastes containing cyanide copper and/or chromium ions;

(viii) containing any suspended solids in excess of three (3) pounds per one thousand (1,000) gallons and of such character that unusual attention or expense is required to handle such materials at the treatment plan being operated by the City of Allentown;

(ix) containing a B.O.D. in excess of two and one-half (2-1/2) pounds per one thousand (1,000) gallons and being of such character that unusual attention or expense is required to handle such materials at the treatment plan being operated by the City of Allentown, unless otherwise agreed to by all the parties hereto and permitted by the Commonwealth of Pennsylvania or any duly constituted Board, Commission or Department thereof;

(x) having a chlorine demand in excess of one-tenths (0.1) gallons per one thousand (1,000) gallons;

(xi) prohibited by any permit issued by the Commonwealth of Pennsylvania.

9. This Agreement shall be deemed to supersede and replace the May 15, 1967 Agreement by and among Salisbury, Salisbury Township Authority (for which Salisbury is successor in interest), South Whitehall Authority, and South Whitehall Township (for which South Whitehall Authority is successor in interest), the pertinent terms of which are incorporated hereby.

10. This Agreement may be amended at any time by mutual agreement of all the parties hereto only by writing executed by all the parties hereto.

11. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors, lessees and assigns.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be 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.

SOUTH WHITEHALL TOWNSHIP AUTHORITY  
(Lehigh County, Pennsylvania)

By Daniel G. D'Imperio  
Daniel G. D'Imperio, Chairman

Attest: Charles Meetsna  
Charles Meetsna, Secretary

TOWNSHIP OF SALISBURY  
(Lehigh County, Pennsylvania)

By Francis W. Walter, Jr.  
President, Board of  
Commissioners

Attest: Secretary  
Secretary



# Township of Salisbury

**Municipal Building:** Administration, Fiscal Office, Planning and Zoning  
2900 South Pike Avenue, Allentown, PA 18103-7633

**Phone:** (610) 797-4000  
**Fax:** (610) 797-6516

**Municipal Annex:** Police  
3000 South Pike Avenue, Allentown, PA 18103-7644

**Phone:** (610) 797-4000  
**Fax:** (610) 797-4733

**Public Works Building:** 3000 South Pike Avenue, Allentown, PA 18103-7644

**Phone:** (610) 797-4000  
**Fax:** (610) 797-1674

April 4, 2023

South Whitehall Township  
Utilities  
4444 Walbert Ave  
Allentown PA 18104  
utilities@southwhitehall.com

Dear Utilities:

The total number of Gallons of Water consumed during the First Quarter of 2023 by customers of the Township of Salisbury Water System supplied with water purchased by the Township from South Whitehall, was 340,000.

Attached to this letter is an itemized list and addresses of our customers and the total number of gallons consumed by each customer during the First Quarter of 2023.

Sincerely,

*Kristen Treskot*

Kristen Treskot  
Utility Billing Specialist



## Report Criteria:

Meter Activity Period Date = 01/01/2023-03/31/2023

Customer.Final Bill Date = {Is NULL}

Customer.Municipality = SW

Cust No	Meter Id	Address 1	Read Route	Road Seq	Period Date	Date	Quantity/Usage
19900300	0017244120	1132 GLICK AV	2	7010	03/31/2023	03/14/2023	60
19956000	0017244378	601 RYAN DR	2	70	03/31/2023	03/14/2023	27
19900901	0017244312	1115 WASHINGTON AV	2	3075	03/31/2023	03/14/2023	19
19954000	0017243115	2096 MDSSER DR	2	30	03/31/2023	03/14/2023	19
19900200	0017243063	1127 GLICK AV	2	1220	03/31/2023	03/14/2023	17
19957000	0017242741	000 RYAN DR	2	80	03/31/2023	03/14/2023	17
19901002	0017226050	52 LONG MEADOW LN N	2	3530	03/31/2023	03/14/2023	10
19950001	0017244360	2050 MOSSER DR	2	10	03/31/2023	03/14/2023	16
19952001	0017242025	2070 MOSSER DR	2	25	03/31/2023	03/14/2023	16
19900002	0017242775	1116 GLICK AV	2	1000	03/31/2023	03/14/2023	14
19900600	0017243424	1110 WASHINGTON AV	2	3395	03/31/2023	03/14/2023	14
19901601	0017243737	1131 WASHINGTON AV	2	2800	03/31/2023	03/14/2023	12
19900501	0017243829	1107 WASHINGTON AV	2	3300	03/31/2023	03/14/2023	11
19900702	0017242017	1111 WASHINGTON AV	2	3240	03/31/2023	03/14/2023	10
19901101	0017220742	1119 WASHINGTON AV	2	9060	03/31/2023	03/14/2023	10
19901200	0017243679	1122 WASHINGTON AV	2	3555	03/31/2023	03/14/2023	10
19901700	0017243020	1135 WASHINGTON AV	2	2725	03/31/2023	03/14/2023	9
19955000	0017244002	2073 MOSSER DR	2	8705	03/31/2023	03/14/2023	9
19900800	0017244359	1114 WASHINGTON AV	2	3430	03/31/2023	03/14/2023	8
19901302	0017226006	1123 WASHINGTON AV	2	2005	03/31/2023	03/14/2023	8
19901401	0017243816	1126 WASHINGTON AV	2	3030	03/31/2023	03/14/2023	8
10901501	0017242033	1127 WASHINGTON AV	2	2855	03/31/2023	03/14/2023	7
19900102	0017243240	1123 GLICK AV	2	1140	03/31/2023	03/14/2023	5
19951000	0017242611	2966 MOSSER DR	2	20	03/31/2023	03/14/2023	5
19953000	0017226767	2906 MOSSER DR	2	225	03/31/2023	03/14/2023	3
19955503	0017226489	3006 MDSSER DR	2	55	03/31/2023	03/20/2023	0

Grand Totals:

340

***Agreements with Coplay-Whitehall Sewer Authority***

**SOUTH WHITEHALL TOWNSHIP AUTHORITY  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2005- 11 -BOA  
(Duly Adopted October 17, 2005)**

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT WITH THE COPLAY-WHITEHALL  
SEWER AUTHORITY REGARDING USE AND  
EXPANSION OF THE COPLAY-WHITEHALL SEWER  
AUTHORITY INTERCEPTOR SYSTEM**

WHEREAS, the Coplay-Whitehall Sewer Authority ("CWSA") provides a sanitary sewage collection system in the Coplay-Whitehall area of Lehigh County, Pennsylvania; and

WHEREAS, South Whitehall Township Authority ("Authority") provides sanitary sewage collection in and about South Whitehall Township, a portion of which is transported through CWSA interceptor lines to the City of Allentown treatment facility for treatment, pursuant to the terms of various agreements between and among the Authority, CWSA, Allentown and other entities; and

WHEREAS, due to flows which exceed the capacities of existing CWSA interceptors, CWSA and Authority desire to amend these existing Agreements to provide for expansion of the capacities of various of the interceptor lines, to permit differing volumes of Authority flows into other CWSA lines, and to otherwise amend their relationship; and

WHEREAS, Authority desires to authorize execution of an Agreement which effectuates those objectives.

NOW, THEREFORE, be it and it is hereby RESOLVED by the Board of Authority of the South Whitehall Township Authority that the Chairman and Secretary of the Authority are duly authorized to execute an Agreement with CWSA to amend existing agreements relating to the flow of sanitary sewage from the Authority Sanitary Sewage System through the system of CWSA, to provide for the expansion of the capacities of various of the interceptor lines, to permit differing flows into other CWSA lines and to otherwise alter the relationship between the parties, in substantially the form attached hereto, marked Exhibit A and

made a part hereof, subject only to language changes authorized by the Township Manager, the Authority Solicitor and the Authority Engineer, which substantially effectuate the Agreement alterations set forth in a Memorandum, dated October 17, 2005, which is attached hereto, marked Exhibit B and made a part hereof; and

BE IT FURTHER RESOLVED, that appropriate staff of Authority is authorized and directed to take all necessary actions to ensure that the terms and conditions set forth in the said Agreement of 2005 referenced herein are fulfilled and effectuated.

DULY RESOLVED this 14th day of October, 2005, by the Board of Authority of the South Whitehall Township Authority, in lawful session duly assembled.

SOUTH WHITEHALL TOWNSHIP AUTHORITY

By: Daniel G. D'Imperio  
Daniel G. D'Imperio, Chairman

Attest

By: Brad Osborne  
Brad Osborne, Secretary

## 2005 AGREEMENT

**THIS AGREEMENT**, made this 17<sup>th</sup> day of November, 2005 by and between the **COPLAY WHITEHALL SEWER AUTHORITY**, a Municipal Authority, organized and existing under the Municipalities Authority Act, as amended, with its principal office located at 3213 MacArthur Road, Whitehall Township, Lehigh County, Pennsylvania 18052-2998, hereinafter referred to as the "**CWSA**";

### AND

**SOUTH WHITEHALL TOWNSHIP AUTHORITY**, a Municipal Authority, organized and existing under the Municipalities Authority Act, as amended, with its principal office located at 4444 Walbert Avenue, Allentown, Lehigh County, Pennsylvania, hereinafter referred to as "**SWTA**";

**WHEREAS**, the CWSA and SWTA<sup>1</sup>, together with the Salisbury Township Authority, on the one hand, and the City of Allentown, Lehigh County, Pennsylvania, hereinafter referred to as "**COA**", entered into an Agreement dated April 12, 1965 (the City Agreement), providing, inter alia, terms and conditions pursuant to which sewage and wastes collected in the CWSA system and in a portion of the SWTA system could be discharged to the sewage collection system and sewage treatment plant operated by the COA for treatment and ultimate disposal; and,

**WHEREAS**, the City Agreement contemplated that any two or more of the parties thereto shall cooperate with each other relative to construction, financing and use of interceptor or trunk sewers available or to be made available to transport sewage and wastes to the COA sewer system for treatment and ultimate disposal; and,

**WHEREAS**, pursuant to the City Agreement the CWSA and SWTA have entered into various agreements in the past setting forth terms and conditions for the use of CWSA interceptor and truck sewers by SWTA. The original and copies of each the Agreements are on file in both the offices of CWSA and SWTA and are referenced as follows; and,

- Agreement dated May 16, 1967
- Agreement dated March 2, 1971
- Agreement dated September 20, 1979
- Agreement dated July 16, 1987
- Addendum to Agreement of July 16, 1987 dated February 10, 1989

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<sup>1</sup> Over the course of years, the South Whitehall Township sanitary sewerage system has sometimes been managed and owned by SWT, and sometimes by SWTA. Since May 20, 1996, SWTA has been an operating municipal authority with responsibility for the ownership, management and operation of the South Whitehall Township sanitary sewerage system, subject only to the terms of a May 20, 1996 Agreement between SWT and SWTA (the "1996 Agreement"). By virtue of a Resolution adopted by the Board of Commissioners of South Whitehall Township dated October 19, 2005, all rights, obligations and responsibilities of SWT in and to previous Agreements (the "Previous Agreements") entered into between CWSA and SWT, and in certain cases, other parties, more specifically identified as the Agreements of May 16, 1967, March 2, 1971, September 20, 1979, July 16, 1987, and the Addendum to the July 16, 1987 Agreement dated February 10, 1989, have been assigned to SWTA, and to the extent required, consent to such assignment is hereby granted by CWSA. Henceforth in this Agreement, all references to SWT or SWTA shall interchangeably refer to SWTA.

## 2005 AGREEMENT

**WHEREAS**, it is mutually agreed by CWSA and SWTA and as an aid in the understanding of this Agreement and previous Agreements in effect between CWSA and SWTA, that the CWSA interceptor and trunk line sewers owned and maintained by the CWSA and are used jointly by CWSA and SWTA are defined as follows; and,

- Jordan Creek Interceptor – connection to COA system at manhole J4.1 upstream to manhole J4.34.
- Jordan Creek Interceptor Extension – manhole J4.34 upstream to manhole J4.69, the point of connection from SWTA's Quail Hollow Meter Station, "MS-53".
- Jordan Park Connection – manhole J4.21 upstream to manhole A6-292.
- Jonathan Street Trunklines – manhole A6-292 upstream to manhole A6-348, the point of connection from SWTA's Jonathan Street Meter Station, "MS-56".

See attached "Exhibit A"

**WHEREAS**, for the purpose of this agreement it is necessary to further define sections of the Jordan Creek Interceptor to delineate sections of the Jordan Creek Interceptor which carry different volumes of wastewater discharged by SWTA through the respective sections of the Jordan Creek Interceptor. The Jordan Creek Interceptor is further delineated and defined as follows; and,

- Lower Jordan Creek Interceptor – connection to COA system at manhole J4.1, upstream to manhole J4.21.
- Upper Jordan Creek Interceptor – manhole J4.21, upstream to manhole J4.34.

See attached "Exhibit A"

**WHEREAS**, after review of the existing Agreements in affect between CWSA and SWTA, it is mutually agreed by CWSA and SWTA, that SWTA's current capacity in each of CWSA's interceptors and trunklines is as follows; and,

- Lower Jordan Creek Interceptor – SWTA has no stated capacity in the Jordan Creek Interceptor and therefore no capacity in the Lower Jordan Creek Interceptor (ref.; Agreement dated September 20, 1979)
- Upper Jordan Creek Interceptor – SWTA has no stated capacity in the Jordan Creek Interceptor and therefore no capacity in the Upper Jordan Creek Interceptor (ref.; Agreement dated September 20, 1979)
- Jordan Creek Interceptor Extension – SWTA has an average daily capacity of .115 MGD and a peak capacity of .288 MGD.

## 2005 AGREEMENT

- Jordan Park Connection – SWTA has an average daily capacity of .400 MGD and a peak capacity of 1.000 MGD.
- Jonathan Street Line – SWTA has an average daily capacity of .277 MGD and a peak capacity of .693 MGD.

**WHEREAS,** SWTA submits a flow summary and flow charts to both the COA and CWSA for the Jonathan Street and Quail Hollow Meter Stations. COA utilizes this flow information to calculate the amount of SWTA’s sewage treatment and transmission charges discharged from these two meter stations. CWSA utilizes this flow information to calculate the amount of the transmission charges for wastewater transported by the CWSA for SWTA through CWSA’s interceptors and trunklines. In addition, CWSA utilizes SWTA’s flow summary and flow charts to compare against the allocated average daily and peak carrying capacity that SWTA is permitted to discharge through CWSA interceptors and trunklines. A summary of the flow tabulation and flow chart information for the years 2002, 2003, 2004 and 2005 to date, as supplied by SWTA for the Jonathan Street and Quail Hollow Meter Stations is shown in “Table 1 and Table 2, respectively. More comprehensive flow tabulation information as prepared by the CWSA from information as supplied by SWTA for the Jonathan Street and Quail Hollow Meter Stations for the same time period is shown on “Exhibit B” and “Exhibit C”, respectively; and,

**TABLE 1**  
**SWTA Flow Summary - Jonathan Street Meter Station (Meter #3)**

Period	Precipitation Inches	Volume Gallons	# Days Period	Avg Flow GPD	Date Peak Flow	Peak Flow GPD
2002 Annual Summary	41.60	94,894,656	365	259,985	n/a (1)	n/a (1)
2003 Annual Summary	56.93	106,544,000	361	261,974	n/a (1)	n/a (1)
2004 Annual Summary	51.63	100,742,500	367	274,500	10/15/2004	1,600,000+
2005 to date (Jan thru July)	28.14	70,676,000	212	333,377	03/28/2005	1,600,000+
Highest Consecutive 12 mth	54.76	113,070,000	368	307,250	n/a (1)	n/a (1)

**TABLE 2**  
**SWTA Flow Summary – Quail Hollow Meter Station (Meter #6)**

Period	Precipitation Inches	Volume Gallons	# Days Period	Avg Flow GPD	Date Peak Flow	Peak Flow GPD
2002 Annual Summary	41.60	69,223,632	365	189,654	n/a (1)	n/a (1)
2003 Annual Summary	56.93	76,632,000	361	212,277	n/a (1)	n/a (1)
2004 Annual Summary	51.63	44,275,000	367	120,640	11/28/2004	500,000
2005 to date (Jan thru July)	28.14	34,976,000	212	150,840	03/28/2005	500,000
Highest Consecutive 12 mths	56.93	76,632,000	361	212,277	n/a (1)	n/a (1)

Notes: 1. SWTA has not provided any flow chart information and therefore the number of times, dates,

## 2005 AGREEMENT

and magnitude that SWTA has exceeded its allocated peak carry capacity, cannot be determined.

**WHEREAS**, a review of the preceding SWTA flows as shown in Table 1 and Table 2, indicates SWTA has exceeded its allocated average daily and peak carrying capacity in the Jordan Creek Interceptor Extension, Jonathan Street Trunk Line, Upper Jordan Creek Interceptor, and Lower Jordan Creek Interceptor during 2002, 2003, 2004, and 2005 to date as shown in Table 3; and,

**TABLE 3**

CWSA Facility	Average Daily Flows			Peak Flows		
	SWTA Current Avg Daily Carrying Capacity Allocation GPD	SWTA Current Avg Daily Discharge GPD	SWTA Current Carry Capacity - Shortfall + Reserve GPD	SWTA Current Peak Carry Capacity Allocation GPD	SWTA Current Peak Discharge GPD	SWTA Current Peak Carry Capacity - Shortfall + Reserve GPD
Jordan Creek Interceptor Extension	115,000	212,277	- 97,277	288,000	500,000	- 212,000
Upper Jordan Creek Interceptor	0	212,277	- 212,277	0	500,000	- 500,000
Jonathan Street Trunk Line	277,000	307,250	- 30,250	693,000	1,600,000	- 907,000
Jordan Park Connection	400,000	307,250	+ 92,750	1,000,000	1,600,000	- 600,000
Lower Jordan Creek Interceptor	0	519,527	- 519,527	0	2,100,000	-2,100,000

**WHEREAS**, in addition to the current flows discharged by SWTA through the Jonathan Street Meter and Quail Hollow Meter Station, SWTA is requesting to discharge potential future additional sewage flows from SWTA through both the Jonathan Street and Quail Hollow Meter Stations as shown in Table 4 and Table 5. (reference Pidcock letters dated May 12, 2004 and January 19, 2005, collectively attached hereto as "Exhibit D"); and,

**TABLE 4**  
**Jonathan Street Meter Station Future Projected Average Daily and Peak Flow**

Area In SWTA	Additional Average Daily Flows	Additional Peak Flows
Vacant Land additional 50.0 EDUs	50.0 EDUs x 225 gpd/EDU = 11,250 GPD	50.0 EDUs x 350 gpd/EDU = 17,500 GPD
LA Fitness additional 36.4 EDUs	36.5 EDUs x 225 gpd/EDU = 8,200 GPD	36.4 EDUs x 350 gpd/EDU = 12,740 GPD
Touches of Paradise 5.3 EDUs	5.5 EDUs x 225 gpd/EDU = 1,200 GPD	5.3 EDUs x 350 gpd/EDU = 1,860 GPD
Total future EDUs and discharge	92.0 EDUs x 225 gpd/EDU = 20,700 GPD	92.0 EDUs x 350 gpd/EDU = 32,200 GPD



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**TABLE 5**  
**Quail Hollow Meter Station Future Projected Average Daily and Peak Flows**

Area In SWTA	Additional Average Daily Flows	Additional Peak Flows
Park Ridge additional 60.0 EDUs	60.0 EDUs x 225 gpd/EDU = 13,500 GPD	60.0 EDUs x 350 gpd/EDU = 21,000 GPD
Vacant Land additional 24.0 EDUs	24.0 EDUs x 225 gpd/EDU = 5,400 GPD	24.0 EDUs x 350 gpd/EDU = 8,400 GPD
Total future EDUs and discharge	84.0 EDUs x 225 gpd/EDU = 18,900 GPD	84.0 EDUs x 350 gpd/EDU = 28,400 GPD

WHEREAS, applying SWTA additional projected future flows to SWTA existing flows, the following total projected average daily and peak flows can be determined and the impact these flows have on SWTA existing average daily and peak carrying capacities as shown in Table 6; and,

**TABLE 6**

CWSA Facility	Average Daily Flows			Peak Flows		
	SWTA Current Avg Daily Carrying Capacity Allocation GPD	SWTA Future Avg Daily Discharge GPD	SWTA Future Carry Capacity - Shortfall + Reserve GPD	SWTA Current Peak Carry Capacity Allocation GPD	SWTA Future Peak Discharge GPD	SWTA Future Peak Carry Capacity - Shortfall + Reserve GPD
Jordan Creek Interceptor Extension	115,000	231,177	- 116,177	288,000	528,400	- 240,400
Upper Jordan Creek Interceptor	0	231,177	- 231,177	0	528,400	- 528,000
Jonathan Street Trunk Line	277,000	327,950	- 50,950	693,000	1,632,200	- 939,200
Jordan Park Connection	400,000	327,950	+ 72,050	1,000,000	1,632,200	- 632,200
Lower Jordan Creek Interceptor	0	559,127	- 559,127	0	2,160,600	-2,160,600

WHEREAS, pursuant to TABLE 6, SWTA is requesting additional carrying capacity in each of the (5) previously defined CWSA interceptor and trunklines as follows and shown in Table 7; and,

**TABLE 7**

CWSA Facility	Average Daily Flows			Peak Flows		
	SWTA Current Avg Daily Carrying Capacity GPD	SWTA Requested Additional Avg Daily Capacity GPD	SWTA Future Avg Daily Carrying Capacity GPD	SWTA Current Peak Carrying Capacity GPD	SWTA Requested Additional Peak Capacity GPD	SWTA Future Peak Carrying Capacity GPD
Jordan Creek Interceptor Extension	115,000	116,200	231,200	288,000	240,400	528,400
Upper Jordan Creek Interceptor	0	231,200	231,200	0	528,400	528,400

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Jonathan Street Trunk Line	277,000	51,000	328,000	693,000	939,200	1,632,200
Jordan Park Connection	400,000	0	400,000	1,000,000	632,200	1,632,200
Lower Jordan Creek Interceptor	0	559,200	559,200	0	2,160,600	2,160,600

**WHEREAS**, in order to respond to SWTA’s request for additional average daily and peak capacity, the CWSA authorized its consulting engineer, Spotts, Stevens, & McCoy, Inc., hereinafter referred to as **SSM**, with its principal office located at MacArthur Office Plaza, Suite 401, 3722 Lehigh Street, Whitehall, PA., to perform a study. The study titled “Feasibility Study” dated February 2005 (attached hereto as “Exhibit E”) reviews current average daily flows, peak flows, and current interceptor and trunklines capacities to ascertain if CWSA has available additional interceptor and trunk line capacity to sell to SWTA. In summary the Feasibility Study provides the following information regarding each of the CWSA interceptors and trunk lines utilized by SWTA for transportation of sewage to the COA Treatment Plant.

Jordan Creek Interceptor Extension (Quail Hollow Meter)

- Current Average Daily Flows - CWSA only - there are no line segments over capacity.
- Current Average Daily Flows - CWSA/SWTA combined – there are no line segments over capacity.
  
- Current Peak Flows - CWSA only – there are no line segments over capacity.
- Current Peak Flows - CWSA/SWTA combined – there are no line segments over capacity.
  
- Future Average Daily Flows - CWSA only – there are no line segments projected to exceed capacity.
- Future Average Daily Flows - CWSA/SWTA combined – there are no line segments projected to exceed capacity.
  
- Future Peak Flows - CWSA only – there are no line segments projected to exceed capacity.
- Future Peak Flows - CWSA/SWTA combined – there is one line segment that is projected To be over capacity under future flow conditions (MH J4.53 to J4.52).

Upper Jordan Creek Interceptor (reference: Quail Hollow Meter)

- Current Average Daily Flows - CWSA only - there are no line segments over capacity.
- Current Average Daily Flows - CWSA/SWTA combined – there are no line segments over capacity.
  
- Current Peak Flows - CWSA only – there are no line segments over capacity.
- Current Peak Flows - CWSA/SWTA combined – there are (2) line segments over capacity by 10%. Due to available slope, preliminary design of pipe diameter size, and in order to meet the minimum slope requirements of the Departmental of Environmental Protection (DEP) a total of (12) line line segments must be replaced (MH J4.26A to J4.28B and J4.21 to J4-25) for a total of 1,785 LF. Line segment size will be increased from 18” RCP to 24” DIP. The estimated project cost is \$557,812.50,

## 2005 AGREEMENT

calculated as follows;

1,785 LF x \$250.00 / LF = \$ 446,250.00

Soft costs (25%) = \$ 111,562.50

Total Project Costs = \$ 557,812.50

Future Average Daily Flows - CWSA only – there are no line segments projected to exceed capacity.

Future Average Daily Flows - CWSA/SWTA combined – there are not line segments projected to exceed capacity.

Future Peak Flows - CWSA only – there are no line segments projected to exceed capacity.

Future Peak Flows - CWSA/SWTA combined – in addition to the line segments that are over capacity in the existing flow analysis, (2) additional line segments must be replaced (J4.31 to J4.33) for a total 418 L.F. Line segments will be changed from 18” RCP to 18” DIP. The estimated project cost is \$ 104,500.00, calculated as follows;

418 L.F. x \$200.00 / L.F. = \$ 83,600.00

Soft costs (25%) = \$ 20,900.00

Total Project Costs = \$ 104,500.00

### Jonathan Street Trunk Line (reference: Jonathan Street Meter)

Current Average Daily Flows - CWSA only - there are no line segments over capacity.

Current Average Daily Flows - CWSA/SWTA combined – there are no line segments over capacity.

Current Peak Flows - CWSA only – there are no line segments over capacity.

Current Peak Flows - CWSA/SWTA combined – there are no line segments over capacity when flows are based on actual existing and projected future flows from CWSA and actual existing flows from SWTA peaked at 2.5 the average daily SWTA flows. The 2.5 peak factor is less than the actual existing peak flow from SWTA. Due to assumed standards developed in the Agreement (example; peaking factor of 2.5), there shall be no line segments that will be surcharged or require replacement.

Future Average Daily Flows - CWSA only – there are no line segments projected to exceed capacity.

Future Average Daily Flows - CWSA/SWTA combined – there are no line segments projected to exceed capacity.

Future Peak Flows - CWSA only – there are no line segments projected to exceed capacity.

Future Peak Flows - CWSA/SWTA combined – there are no line segments over capacity when flows are based on actual existing and projected future flows from CWSA and actual existing flows from SWTA peaked at 2.5 the average daily SWTA flows. The 2.5 peak factor is less than the

## 2005 AGREEMENT

actual existing peak flow from SWTA. Due to assumed standards developed in the Agreement (example; peaking factor of 2.5), there shall be no line segments that will be surcharged or require replacement.

### Jordan Park Connection (reference: Jonathan Street Meter)

Current Average Daily Flows - CWSA only - there are no line segments over capacity.  
Current Average Daily Flows - CWSA/SWTA combined – there are no line segments over capacity.

Current Peak Flows - CWSA only – there are no line segments over capacity.  
Current Peak Flows - CWSA/SWTA combined – there are no line segments over capacity when flows are based on actual existing and projected future flows from CWSA and actual existing flows from SWTA peaked at 2.5 the average daily SWTA flows. The 2.5 peak factor is less than the actual existing peak flow from SWTA. Due to assumed standards developed in the Agreement (example; peaking factor of 2.5), there shall be no line segments that will be surcharged or require replacement.

Future Average Daily Flows - CWSA only – there are no line segments projected to exceed capacity.  
Future Average Daily Flows - CWSA/SWTA combined – there are no line segments projected to exceed capacity.

Future Peak Flows - CWSA only – there are no line segments projected to exceed capacity.  
Future Peak Flows - CWSA/SWTA combined – there are no line segments over capacity when flows are based on actual existing and projected future flows from CWSA and actual existing flows from SWTA peaked at 2.5 the average daily SWTA flows. The 2.5 peak factor is less than the actual existing peak flow from SWTA. Due to assumed standards developed in the Agreement (example; peaking factor of 2.5), there shall be no line segments that will be surcharged or require replacement.

### Lower Jordan Creek Interceptor (reference: Jonathan Street & Quail Hollow Meter)

Current Average Daily Flows - CWSA only - there are no line segments over capacity.  
Current Average Daily Flows - CWSA/SWTA combined – there are no line segments over capacity.

Current Peak Flows - CWSA only – there are a total of (3) line segments with insufficient carrying capacity, however only (2) runs will need to be replaced (J4.14 to J4.16) for a total length of 398 L.F. The pipe diameter will be upgraded from 18” RCP to 20” DIP. The estimated project cost is

## 2005 AGREEMENT

\$109,450.00, calculated as follows;  
398 L.F. x \$220.00 / L.F. = \$ 87,560.00  
Soft costs (25%) = \$ 21,890.00  
Total Project Costs = \$109,450.00

Current Peak Flows - **CWSA/SWTA** combined – there are a total (20) line segments that are exceeding capacity and (20) line segments will need to be replaced (J4.3-A to J4.21) for a total length of 4,927 L.F. The pipe diameter

will be increased from 18” RCP to 24” DIP. The estimated project cost is \$1,539,687.00, calculated as follows;  
4,927 L.F. x \$250.00 / L.F. = \$1,231,750.00  
Soft costs (25%) = \$ 307,937.50  
Total Project Costs = \$1,539,687.50

Future Average Daily Flows - **CWSA** only – there are no line segments projected to exceed capacity.  
Future Average Daily Flows - **CWSA/SWTA** combined – there are no line segments projected to exceed capacity.

Future Peak Flows - **CWSA** only – in addition to the (2) line segments that need to be replaced under current peak flow conditions, (1) additional line segment will need to be replaced (J4-11 to J4-12) for a total length of 235 L.F. The pipe diameter will be upgraded from 18” RCP to 20” DIP. The estimated project cost is \$64,625.00, calculated as follows;  
235 L.F. x \$220.00 / L.F. = \$ 52,875.00  
Soft costs (25%) = \$ 12,925.00  
Total Project Costs = \$ 64,625.00

Future Peak Flows - **CWSA/SWTA** combined – due to the fact that all line segments in this section must be replaced to meet the capacity needs of the existing peak flows, the same upgrades will be required to meet future peak flows at the same estimated cost of \$1,539,687.

**WHEREAS**, considering the findings of the Feasibility Study as summarized above, the CWSA is willing to enter into this Agreement with SWTA as follows;

**NOW THEREFORE**, the parties hereto intending to be legally bound by this Agreement do hereby agree as follows;

1. The preambles hereof are hereby made part of this Agreement with the same force and effect as if they had been hereinafter specifically set forth, and CWSA’s and SWTA’s representations are being relied upon by the parties and as such are material to this Agreement.

## 2005 AGREEMENT

### GENERAL CONDITIONS

2. SWTA agrees to properly maintain the Quail Hollow and Jonathan Street Meter Stations in good working order at its sole cost and expense.

3. SWTA agrees to have the Quail Hollow and Jonathan Street Meter Stations calibrated a minimum of one time per annum to ensure the accuracy of the meters at its sole cost and expense.

4. SWTA agrees to provide CWSA with a monthly flow tabulation summary and weekly flow charts on a monthly basis.

5. It is mutually agreed by CWSA and SWTA that the current sewage transmission and maintenance charge of \$0.01 per 1000 gallons established by the parties in 1967 is outdated and no longer represents SWTA's share of the annual maintenance costs for repair, inspection and inflow and infiltration (I & I) reduction to keep the jointly used interceptor and trunk lines in good working order. Commencing with the 3<sup>rd</sup> quarter of 2005, the \$0.01 per 1000 gallon transmission and maintenance charge will be adjusted one time per year, and each succeeding year, utilizing the ENR 20 City Construction Cost Index. The rate per 1000 gallons will be adjusted for the up coming year utilizing the previous years Annual Average Index factored from the 1967 Annual Average Index. The adjusted rate per 1000 gallons will be applied to all volumes of sewage discharged by SWTA which use CWSA trunklines and interceptors for transportation of sewage to the COA.

Base Year 1967      Average Annual Index = 1074

Example:    The rate per 1000 gallons for year 2005 will be calculated as follows;  
Given:        1967 Average Annual Index = 1074    2004 Average Annual Index = 7115  
Therefore:     $7115 / 1074 \times \$0.01 / 1000 \text{ gallons} = \$0.066 / 1000 \text{ gallons}$

6. It is recognized by SWTA that it is important to minimize clear water or inflow & infiltration (I & I) from entering the collection systems tributary to the Jonathan Street and Quail Hollow Meter Stations and thereby potentially causing hydraulic overload problems downstream of the Jonathan Street and Quail Hollow Meter Stations. As an incentive for SWTA to pursue clear water reduction, SWTA agrees to pay to the CWSA in addition to the transportation charges calculated pursuant to paragraph 5, an additional charge of (3) times the rate per 1000 gallons as established in paragraph (5) for all volumes in excess of the average daily discharge limit as set forth in this Agreement. For the purpose of this paragraph, to determine if SWTA has exceeded the average daily discharge, the average daily discharge will be calculated on a calendar quarterly basis and the additional charge will therefore be paid by SWTA on a quarterly basis.

Example: Utilizing SWTA's new proposed average daily discharge limit of 328,000 GPD for the Jonathan Street Meter Station.  
Given:    - SWTA average daily flow discharge limit for the Jonathan Station = 328,000 GPD

## 2005 AGREEMENT

- 3<sup>rd</sup> quarter 2004 (07/01/2004 to 09/30/2005 refer to "Exhibit B") SWTA total volume for period was 31,247,000 gallons for a 91 day period or 343,373 GPD.
- From paragraph 5, rate per 1000 gallons = \$0.066 / 1000 gallons
- From paragraph 6, rate per 1000 gallons of \$0.066 x 3 = \$0.198 / 1000 gallons

Therefore: 91 days x 343,373 GPD = .....31,246,943 gallons  
 91 days x 328,000 GPD = ..... 29,848,000 gallons  
 Volume over average daily flow limit = ..... 1,398,943 gallons  
 1,398,943 gallons x \$0.198 cents / 1000 gallons = ..... \$ 276.99

In addition to payment of the incentive charges from SWTA to CWSA as referenced above, SWTA agrees to closely monitor its average flows through the Jonathan Street and Quail Hollow Meter Stations and to report average flows to CWSA on a monthly basis. If quarterly average flows exceed the established limit, CWSA shall have the option to meet with SWTA to discuss the reasons for and methods proposed to address the excessive average flows. SWTA agrees that, it will attend a meeting with the CWSA within five (5) business days of notification.

7. Again, it is recognized by SWTA the importance to minimize clear water or inflow & infiltration (I & I) from entering the collection systems tributary to the Jonathan Street and Quail Hollow Meter Stations and thereby potentially causing hydraulic overload problems downstream of the Jonathan Street and Quail Hollow Meter Stations. As an incentive for SWTA to pursue clear water reduction, SWTA agrees to pay to the CWSA in addition to the transportation/maintenance charge calculated pursuant to paragraph 5, and the additional charge for exceeding its average daily flow discharge limit calculated pursuant to paragraph 6, a negotiated amount equal to \$10.00 / occurrence for each and every time SWTA exceeds its peak capacity discharge limit as set forth in this Agreement. For the purposes of this paragraph peak discharge shall be defined as the highest consecutive 3-hour periods during each day of hourly readings. The three highest hourly total flow volumes will be averaged and multiplied by 24 hours to obtain peak flow rate for comparison to the peak flow limits set forth in this Agreement.

**Example: SWTA / Pidcock to supply an example for insertion into this Agreement**

In addition to payment of the incentive charges from SWTA to CWSA as referenced above, SWTA agrees to closely monitor its peak flows through the Jonathan Street Meter and Quail Hollow Meter Stations and to report peak flows to CWSA on a monthly basis. If peak flows exceed the established limit on five (5) or more occasions within a quarter, CWSA shall have the option to meet with SWTA to discuss the reasons for and methods proposed to address the excessive peak flows. SWTA agrees that, it will attend a meeting with the CWSA within five (5) business days of notification.

Refer to "Exhibit F" of the Agreement, paragraphs 7.a through 7.d for the history of negotiations with respect to this paragraph 7.

## 2005 AGREEMENT

8. SWTA agrees with CWSA to join in the defense of any and all litigation and / or administrative proceedings, including any class action lawsuits brought by a third party or parties as a result of sewage backups, caused by hydraulic overloading of jointly used trunklines and / or interceptors, which can be attributed to SWTA.

### JORDAN CREEK INTERCEPTOR EXTENSION CONDITIONS

9. CWSA has determined there is sufficient reserve capacity in the Jordan Creek Interceptor Extension to permit SWTA to increase its average daily discharge capacity by 116,200 GPD and its peak discharge capacity by 240,400 GPD as requested by SWTA and set forth in Table 7. Utilizing the generally accepted engineering peak factor of 2.5, SWTA's request for an additional peak discharge of 240,400 GPD will be upgraded to 290,500 GPD.

10. CWSA agrees to permit SWTA to discharge an additional average daily capacity of 116,200 GPD, and additional peak capacity of 290,500 GPD through the Jordan Creek Interceptor Extension. After execution of this Agreement and payment by SWTA to CWSA an amount as hereinafter set forth in paragraph 11, SWTA shall have the right to discharge a total average daily capacity of 231,000 GPD and peak capacity of 578,500 GPD through the Jordan Creek Interceptor Extension.

11. The negotiated cost for SWTA to purchase an additional 116,200 GPD of discharge capacity in the Jordan Creek Interceptor Extension is \$100,000.00 for an additional 116,200 GPD of discharge capacity in the Jordan Creek Interceptor and an additional 51,000 GPD of discharge capacity in the Jonathan Street Trunk Line. (Note: this paragraph 11 is to be used in connection with paragraph 14)

Time and method of payment – SWTA agrees that it shall pay the cost for the additional capacity in the Jordan Creek Interceptor Extension and Jonathan Street Trunk Line simultaneously with the execution of this Agreement.

Refer to "Exhibit F" of this Agreement, paragraphs 11.a through 11.f, for the history of negotiations with respect to this paragraph 11.

### JONATHAN STREET TRUNK LINE CONDITIONS

12. CWSA has determined there is sufficient reserve capacity in the Jonathan Street Trunk Line to permit SWTA to increase its average daily discharge by 51,000 as requested by SWTA and set forth in Table 7. CWSA has also determined there is not sufficient reserve capacity in the Jonathan Street Trunk Line to permit SWTA to increase its peak discharge capacity by 939,200 GPD as requested by SWTA as set forth in Table 7, however sufficient capacity exists to permit SWTA to increase its peak discharge capacity by 127,500 GPD (51,000 GPD average x 2.5 peak factor).

13. CWSA agrees to permit SWTA to discharge an additional average daily capacity of 51,000 GPD, and additional peak capacity of 127,500 GPD through the Jonathan Street Trunk Line. After execution of this Agreement and payment by SWTA to CWSA an amount as hereinafter set forth in



## 2005 AGREEMENT

paragraph 14, SWTA shall have the right to discharge a total average daily capacity of **328,000 GPD** and peak capacity of **820,000 GPD** through the Jonathan Street Trunk Line.

14. The negotiated cost for SWTA to purchase an additional 51,000 GPD of discharge capacity in the Jonathan Street Trunk Line is \$100,000.00 for an additional 51,000 GPD of discharge capacity in the Jonathan Street Trunk Line and an additional 116,200 GPD of discharge capacity in the Jordan Creek Interceptor Extension. (Note: This paragraph 14 is to be used in connection with paragraph 11.)

Time and method of payment – SWTA agrees that it shall pay the cost for the additional capacity in the Jonathan Street Trunk Line and Jordan Creek Interceptor Extension simultaneously with the execution of this Agreement.

Refer to “Exhibit F” of this Agreement, paragraphs 14.a through 14.f, for the history of negotiations with respect to this paragraph 14.

15. SWTA understands any further requests for additional average daily and peak discharge capacities in the Jonathan Street Trunk line will require line segment capacity construction upgrades.

16. SWTA further agrees to take whatever steps necessary to reduce its current peak flows so the peak flows originating in SWTA are within the peak discharge limits as identified in paragraph 13 or 820,000 GPD. Peak flows discharge by SWTA has caused hydraulic overloads in the Jonathan Street Trunk line, Jordan Park Connection, and Lower Jordan Creek Interceptor resulting in sewage backups and property damage to customers within the CWSA service area.

### JORDAN PARK CONNECTION CONDITIONS

17. It is agreed by the parties SWTA has adequate average daily and peak capacity in the Jordan Park Connection for both existing and future flows. SWTA average daily discharge capacity shall therefore remain at **400,000 GPD** and peak discharge capacity shall remain at **1,000,000 GPD**, and will not be affected or changed by this Agreement.

18. SWTA further agrees to take whatever steps necessary to reduce its current peak flows so the peak flows originating in SWTA are within the peak discharge limits as identified in paragraph 13 or 820,000 GPD. Peak flows discharge by SWTA have caused hydraulic overloads in the Jonathan Street Trunk line, Jordan Park Connection, and Lower Jordan Creek Interceptor resulting in sewage backups and property damage to customers within the CWSA service area.

### UPPER JORDAN CREEK INTERCEPTOR CONDITIONS

19. CWSA has determined there is not sufficient capacity in the Upper Jordan Creek Interceptor to permit SWTA to increase its average daily capacity by 231,200 GPD and peak discharge capacity by 528,400 GPD as requested by SWTA and set forth in Table 7. It has been determined and agreed by

## 2005 AGREEMENT

CWSA and SWTA that capacity upgrades of the Upper Jordan Creek Interceptor are necessary to accommodate SWTA's requested discharge capacities.

20. CWSA agrees upon execution of this Agreement by the parties, it will authorize its consulting engineer SSM to proceed with the design and bidding of the necessary improvements required on the Upper Jordan Creek Interceptor.

21. Prior to solicitation of contractors to construct the improvements designed in accordance with the prior paragraph, SWTA shall be provided with a copy of the proposed plans and specifications, and shall have 30 days to review and approve them.

22. CWSA agrees after the construction of the required improvements have been completed, it will permit SWTA to increase its average daily discharge capacity by 231,200 GPD and peak discharge capacity by 528,400 GPD as requested by SWTA as set forth in Table 7. Utilizing the generally accepted engineering peak factor of 2.5, SWTA's request for an additional peak discharge of 528,400 GPD will be upgraded to 578,000 GPD. After the capacity upgrade improvements have been constructed and payment by SWTA to the CWSA an amount as hereinafter set forth in paragraph 22, SWTA shall have the right to discharge a total average daily capacity of **231,200 GPD** and peak discharge capacity of **578,000 GPD** through the Upper Jordan Creek Interceptor.

23. Pursuant to paragraph 7 of the September 20, 1979 Agreement between CWSA and SWTA, which states;

"Parties of the Second Part (Township of South Whitehall and South Whitehall Township Authority) collectively shall not surcharge the Jordan Creek Interceptor as may be determined by Copley Whitehall. If Copley Whitehall, in its sole and absolute judgment, determines that the said line is surcharged then in that event, the Parties of the Second Part shall build relief interceptor sewers of sufficient capacity to carry the total discharge originating within South Whitehall Township alone for any sections which may be surcharged, to be built at the sole cost and expense of the Parties of the Second Part".

The entire combined length of the interceptor sewers in the Upper and Lower Jordan Creek Interceptor is 8,468 lineal feet. The Feasibility Study dated February 2005 indicates there is 7,130 lineal feet of interceptor lines in the Upper and Lower Jordan Creek Interceptor which are currently or will be surcharged in the future by flows originating from SWTA based on ultimate build out conditions tributary to the Upper and Lower Jordan Creek Interceptor. It is mutually agreed by CWSA and SWTA that replacing the existing interceptor with larger diameter pipes, collectively, as a joint project, is the preferred method to address current and future carrying capacity requirements; as opposed to SWTA constructing a separate parallel relief interceptor to address the 7,130 lineal feet for which they are obligated to provide relief. SSM prepared a 2<sup>nd</sup> study dated July 25, 2005 attached hereto and labeled as "Exhibit G". The study was reviewed and approved by Pidcock which states the following:

SWTA installs a 7,130 LF 16" DIP relief line	Total Estimated Project Costs	\$1,559,750.00
Replace 8,468 LF 24" DIP interceptor	Total Estimated Project Costs	\$2,646,250.00
Replace 8,468 LF 30" DIP interceptor	Total Estimated Project Costs	\$3,175,500.00

## 2005 AGREEMENT

Utilizing the above information the following percentages can be established:

16" relief line to 24" replacement interceptor	$\$1,559,750.00 / \$2,646,250.00 \times 100 = 58.94\%$
16" relief line to 30" replacement interceptor	$\$1,559,750.00 / \$3,175,500.00 \times 100 = 49.12\%$

At the writing of, and prior to the execution of this Agreement, it has not been determined by CWSA what pipe material, pipe diameter or length of interceptor will be replaced to increase the average daily and peak carrying capacity of both the Upper and Lower Jordan Creek Interceptor. Regardless of what pipe material or length of interceptor the CWSA ultimately decides to construct, SWTA's contribution to the project will be 59.94% of the total Project Costs if 24" diameter pipe is used or 49.12% of the total Project Costs if 30" diameter pipe is used. For the purpose of this paragraph Total Project Costs is defined as the sum of the Original Contract Price as bid, Change Order additions and /or deletions, plus soft costs included but not limited to Engineering Costs, Legal Costs, Right of Way Costs, or Administrative Costs which may be required in the construction and completion of this project.

It is expressly agreed by CWSA and SWTA that the percentages of SWTA's contribution as specified above have absolutely no correlation to the amount of average daily and peak carrying capacity SWTA will have in the Upper Jordan Creek Interceptor after the Upper Jordan Creek Interceptor's capacity has been upgraded. These percentages have not been calculated as a function of SWTA's average daily or peak discharge capacity vs the as built average daily or peak discharge capacity of the interceptor line constructed and SWTA shall not make any claim for additional capacity on the basis of the percentage of the project cost for which SWTA has paid. After the capacity upgrade improvements have been constructed and payment by SWTA to the CWSA of the amount equal to the percentage of the total project costs as set forth in this paragraph, SWTA shall have the right to discharge a total average daily capacity of 231,200 GPD and peak discharge capacity of 578,000 GPD through the Upper Jordan Creek Interceptor.

Method and time of Payment. SWTA agrees to make project progress payments to the CWSA, as the project progresses. Progress payments shall be paid within 30 days after receipt by SWTA of a contractor invoice approved by CWSA.

Refer to "Exhibit F" of this Agreement, paragraphs 22.a through 22.f, for the history of negotiations with respect to this paragraph 22.

### LOWER JORDAN CREEK INTERCEPTOR CONDITIONS

24. CWSA has determined there is not sufficient capacity in the Lower Jordan Creek Interceptor to permit SWTA to increase its average daily capacity by 559,200 GPD and peak discharge capacity by 2,160,600 GPD as requested by SWTA and set forth in Table 7. It has been determined and agreed by CWSA and SWTA that capacity upgrades of the Lower Jordan Creek Interceptor are necessary to accommodate SWTA's requested average daily discharge capacities of 559,200 GPD. CWSA has determined that it is not practical to design and install improvements that are capable of accommodating

## 2005 AGREEMENT

SWTA's requested peak capacity discharge of 2,160,600 GPD as shown in Table 7. Therefore, utilizing the generally accepted engineering peak factor of 2.5, SWTA's request for additional peak discharge capacity of 2,160,000 GPD is not possible and shall be limited to 1,398,000 GPD.

25. CWSA agrees upon execution of this Agreement by the parties, it will authorize its consulting engineer SSM to proceed with the design and bidding of the necessary improvements required on the Lower Jordan Creek Interceptor.

26. Prior to solicitation of contractors to construct the improvements designed in accordance with the prior paragraph, SWTA shall be provided with a copy of the proposed plans and specifications, and shall have 30 days to review and approve them.

27. CWSA agrees after the construction of the required improvements have been completed, it will permit SWTA to increase its average daily discharge capacity by 559,200 GPD, and peak discharge capacity by 1,398,000 GPD. After the capacity upgrade improvements have been constructed and payment by SWTA to the CWSA in an amount as hereinafter set forth in paragraph 26, SWTA shall have the right to discharge a total average daily capacity of 559,200 GPD and peak discharge capacity of 1,398,000 GPD through the Upper Jordan Creek Interceptor.

28. Pursuant to paragraph 7 of the September 20, 1979 Agreement between CWSA and SWTA, which states;

"Parties of the Second Part (Township of South Whitehall and South Whitehall Township Authority) collectively shall not surcharge the Jordan Creek Interceptor as may be determined Coplay Whitehall. If Coplay Whitehall, in its sole and absolute judgment, determines that the said line is surcharged then in that event, the Parties of the Second Part shall build relief interceptor sewers of sufficient capacity to carry the total discharge originating within South Whitehall Township alone for any sections which may be surcharged, to be built at the sole cost and expense of the Parties of the Second Part".

From and after the date of this Agreement, the language quoted in the previous paragraph from the September 20, 1979 Agreement shall no longer be applicable, and the following statement shall correctly reflect the relationship between CWSA and SWTA: "SWTA shall not surcharge the Jordan Creek Interceptor. Flow data shall be regularly supplied by SWTA to CWSA, pursuant to other paragraphs and provisions of this Agreement, to enable the parties to anticipate and determine surcharge events. Should CWSA, in its reasonable judgment, determine that 1) any portion of the Interceptor lines are surcharged, and 2) that the total peak flows from the SWTA sanitary sewerage system exceed the total peak carrying capacities shown in Table 8, CWSA shall so notify SWTA, and SWTA shall, at its sole cost and expense, construct relief interceptors of sufficient capacity to accommodate flows which exceed the capacity of the surcharged line or lines."

The entire combined length of the interceptor sewer in the Upper and Lower Jordan Creek Interceptor is 8,468 lineal feet. The Feasibility Study dated February 2005 indicates there is 7,130 lineal feet of interceptor lines in the Upper and Lower Jordan Creek Interceptor which are currently or will be surcharged in the future by flows originating from SWTA based on ultimate build out conditions

## 2005 AGREEMENT

tributary to the Upper and Lower Jordan Creek Interceptor. It is mutually agreed by CWSA and SWTA that replacing the existing interceptor with larger diameter pipes, collectively, as a joint project is the preferred method to address current and future carrying capacity requirements; as opposed to SWTA constructing a separate, parallel relief interceptor to address the 7,130 lineal feet for which they are obligated to provide relief. SSM prepared a 2<sup>nd</sup> study dated July 25, 2005 attached hereto and labeled as "Exhibit G". The study was reviewed and approved by Pidcock which states the following:

SWTA installs a 7,130 LF 16" DIP relief line	Total Estimated Project Costs	\$1,559,750.00
Replace 8,468 LF 24" DIP interceptor	Total Estimated Project Costs	\$2,646,250.00
Replace 8,468 LF 30" DIP interceptor	Total Estimated Project Costs	\$3,175,500.00

Utilizing the above information the following percentages can be established:

16" relief line to 24" replacement interceptor	$\$1,559,750.00 / \$2,646,250.00 \times 100 = 59.94\%$
16" relief line to 30" replacement interceptor	$\$1,559,750.00 / \$3,175,500.00 \times 100 = 49.12\%$

At the writing of, and prior to the execution of this Agreement, it has not been determined by CWSA what pipe material, pipe diameter or length of interceptor will be replaced to increase the average daily and peak carrying capacity of both the Upper and Lower Jordan Creek Interceptor. Regardless of what pipe material or length of interceptor the CWSA ultimately decides to construct, SWTA's contribution to the project will be 59.94% of the total Project Costs if 24" diameter pipe is used or 49.12% of the total Project Costs if 30" diameter pipe is used. For the purpose of this paragraph Total Project Costs is defined as the sum of the Original Contract Price as bid, Change Order additions and /or deletions, plus soft costs included but not limited to Engineering Costs, Legal Costs, Right of Way Costs, or Administrative Costs which may be required in the construction and completion of this project

It is expressly agreed by CWSA and SWTA that the percentages of SWTA's contribution as specified above have absolutely no correlation to the amount of average daily and peak carrying capacity SWTA will have in the Lower Jordan Creek Interceptor after the Lower Jordan Creek Interceptor's capacity has been upgraded. These percentages have not been calculated as a function of SWTA's average daily or peak discharge capacity vs the as built average daily or peak discharge capacity of the interceptor line constructed and SWTA shall not make any claim for additional capacity on the basis of what percentage of the project cost for which SWTA has paid. After the capacity upgrade improvements have been constructed and payment by SWTA to the CWSA of the amount equal to the percentage of the total project costs as set forth in this paragraph, SWTA shall have the right to discharge a total average daily capacity of 559,200 GPD and peak discharge capacity of 1,398,000 GPD through the Lower Jordan Creek Interceptor.

Method and time of Payment. SWTA agrees to make project progress payments to the CWSA, as project progresses. Progress payments shall be paid within 30 days after receipt by SWTA of a contractor invoice approved by CWSA.

Refer to "Exhibit F" of this Agreement, paragraphs 26.a through 26.f, for history of negotiations with respect to this paragraph 26.

## 2005 AGREEMENT

29. It is agreed by the parties that a summary of SWTA current discharge capacities, additional discharge capacities, and total discharge capacities as a result of the terms and conditions of this Agreement are as follows as shown in Table 8.

**TABLE 8**

CWSA Facility	Average Daily Flows			Peak Flows		
	SWTA Current Avg Daily Carrying Capacity GPD	SWTA Additional Avg Daily Carrying Capacity GPD	SWTA Total Avg Daily Carrying Capacity GPD	SWTA Current Peak Carrying Capacity GPD	SWTA Additional Peak Carrying Capacity GPD	SWTA Total Peak Carrying Capacity GPD
Jordan Creek Interceptor Extension	115,000	116,200	231,200	287,500	290,500	578,000
Upper Jordan Creek Interceptor	0	231,200	231,200	0	578,500	578,500
Jonathan Street Trunk Line	277,000	51,000	328,000	692,500	127,500	820,000
Jordan Park Connection	400,000	0	400,000	1,000,000	0	1,000,000
Lower Jordan Creek Interceptor	0	559,200	559,200	0	1,398,000	1,398,000

30. Upon execution of this Agreement, CWSA agrees that it will provide SWTA with letter or letters as requested by SWTA indicating adequacy of CWSA facilities for current and 5 year projected flows in order for SWTA to be able to have Planning Module Exemption Requests submitted to DEP for its disposition.

31. No party to this Agreement shall be accorded any interpretive benefit or presumption in a court of law or otherwise based upon draftsmanship of this document, it being expressly agreed and understood that all parties to this Agreement equally participated as co-draftsman.

32. If any term, covenant or condition of this Agreement or the application thereof to any person, partnership, association, corporation or other entity shall be held invalid or unenforceable, the remainder of this Agreement, or application of such term, covenant or condition to persons, partnerships, associations, corporations or other entities other than those to which have been held invalid or unenforceable, shall not be affected thereby, and each such remaining term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

33. This Agreement contains the entire understanding of the parties and the same shall not be modified except in writing signed by all parties hereto.

34. This Agreement shall be recorded for public record with the Office of the Recorder of Deeds of Lehigh County, Pennsylvania.

## 2005 AGREEMENT

35. This Agreement shall be binding upon the heirs, fiduciaries, successors and assigns of the parties hereto.

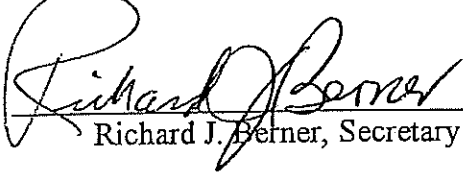
36. This Agreement shall be construed under the law of the Commonwealth of Pennsylvania.

37. Except as modified by this Agreement, all terms and conditions of the previous Agreements as identified on page 1 of this Agreement shall remain in full force and affect. However, the parties commit to attempting to integrate all agreements between them into one comprehensive document with six (6) months of the date of execution of this Agreement.

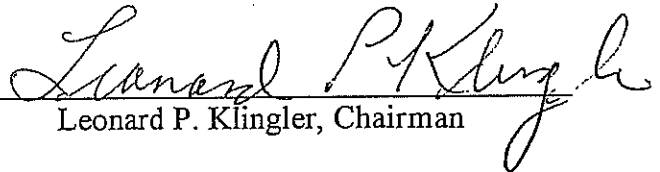
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written and intend to be legally bound hereby.

Attest:

**COPLAY WHITEHALL SEWER AUTHORITY**

  
Richard J. Berner, Secretary

By:

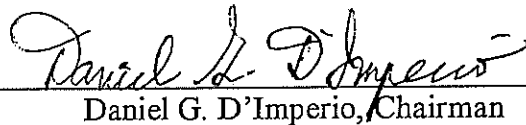
  
Leonard P. Klingler, Chairman

Attest:

**SOUTH WHITEHALL TOWNSHIP AUTHORITY**



By:

  
Daniel G. D'Imperio, Chairman

2005 AGREEMENT

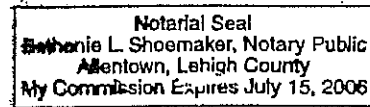
(Corporate Signature)

COMMONWEALTH OF PENNSYLVANIA )
)
) SS:
COUNTY OF LEHIGH )

On this, the 17th day of November, 2005, before me a Notary Public, personally appeared Leonard P. Klingler, who acknowledge himself to be the Chairman of the COPLAY WHITEHALL SEWER AUTHORITY, a Pennsylvania Municipal Authority, organized and existing under the Municipalities Authority Act, as amended, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as Chairman.

IN WITNESS WHEREOF, I have hereto set my hand and notarial seal.

Bethanie L Shoemaker
NOTARY PUBLIC



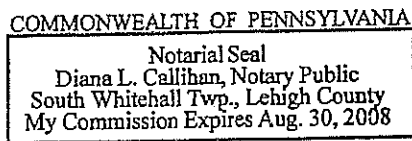
(Corporate Signature)

COMMONWEALTH OF PENNSYLVANIA )
)
) SS:
COUNTY OF LEHIGH )

On this, the 21st day of November, 2005, before me a Notary Public, personally appeared Daniel G. D'Imperio, who acknowledge himself to be the Chairman of the SOUTH WHITEHALL TOWNSHIP AUTHORITY, a Municipal Authority, organized and existing under the Municipalities Authority Act, as amended, and that he, as such Chairman, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing his name as Chairman.

IN WITNESS WHEREOF, I have hereto set my hand and notarial seal.

Diana L. Callihan
NOTARY PUBLIC



Member, Pennsylvania Association of Notaries





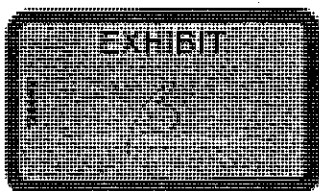
## EXHIBIT B 2005 AGREEMENT

### 2002 SWT Flows – Jonathan Street Meter Station Meter #3

Period	Precipitation Inches	Volume Gallons	# Days Period	Avg Flow GPD	Date Peak Flow	Peak Flow GPD
01/01/2002 to 01/31/2002	1.45	7,926,824 E	31	255,704	n/a (1)	n/a (1)
02/01/2002 to 02/28/2002	0.55	7,159,712 E	28	255,704	n/a (1)	n/a (1)
03/01/2002 to 03/31/2002	3.68	7,926,824 E	31	255,704	n/a (1)	n/a (1)
04/01/2002 to 04/30/2002	3.83	7,671,120 E	30	255,704	n/a (1)	n/a (1)
05/01/2002 to 05/31/2002	4.45	8,693,936 E	31	280,449	n/a (1)	n/a (1)
06/01/2002 to 06/30/2002	4.65	7,159,712 E	30	238,657	n/a (1)	n/a (1)
07/01/2002 to 07/31/2002	1.15	8,182,528 E	31	263,953	n/a (1)	n/a (1)
08/01/2002 to 08/31/2002	2.68	9,628,000 A	31	310,581	n/a (1)	n/a (1)
09/01/2002 to 09/30/2002	4.04	7,111,000 A	30	237,033	n/a (1)	n/a (1)
10/01/2002 to 10/31/2002	6.85	8,746,000 A	31	282,129	n/a (1)	n/a (1)
11/01/2002 to 11/31/2002	3.32	5,530,000 A	31	178,387	n/a (1)	n/a (1)
12/01/2002 to 12/31/2002	4.95	9,159,000 A	31	295,452	n/a (1)	n/a (1)
2002 Annual Summary	41.60	94,894,656	365	259,985	n/a (1)	n/a (1)

### 2003 SWT Flows – Jonathan Street Meter Station Meter #3

Period	Precipitation Inches	Volume GPD	# Days Period	Avg Flow GPD	Date Peak Flow	Peak Flow GPD
01/05/2003 to 02/01/2003	1.40	6,137,000 A	27	227,296	n/a (1)	n/a (1)
02/02/2003 to 03/01/2003	3.10	6,382,000 A	29	220,069	n/a (1)	n/a (1)
03/02/2003 to 03/29/2003	3.62	7,044,000 A	28	251,571	n/a (1)	n/a (1)
03/30/2003 to 05/01/2003	2.23	8,594,000 A	33	260,424	n/a (1)	n/a (1)
05/04/2003 to 05/31/2003	3.20	7,697,000 A	30	256,567	n/a (1)	n/a (1)
06/01/2003 to 07/05/2003	8.30	12,162,000 A	37	328,703	n/a (1)	n/a (1)
07/06/2003 to 08/02/2003	5.44	9,604,000 A	28	343,000	n/a (1)	n/a (1)
08/03/2003 to 08/30/2003	5.07	9,388,000 A	28	335,286	n/a (1)	n/a (1)
08/31/2003 to 09/27/2003	11.08	9,794,000 A	28	349,786	n/a (1)	n/a (1)
09/28/2003 to 11/01/2003	5.15	11,492,000 A	35	328,343	n/a (1)	n/a (1)
11/02/2003 to 11/29/2003	3.37	8,855,000 A	28	316,250	n/a (1)	n/a (1)
11/30/2003 to 12/28/2003	4.97	9,395,000 A	30	313,167	n/a (1)	n/a (1)
2003 Annual Summary	56.93	106,544,000	361	261,974	n/a (1)	n/a (1)



## EXHIBIT B 2005 AGREEMENT

### 2004 SWT Flows - Jonathan Street Meter Station METER #3

Period	Precipitation Inches	Volume Gallons	# Days Period	Avg Flow GPD	Date Peak Flow	Peak Flow GPD
12/28/2003 to 01/31/2004	2.25	9,091,000 A	34	267,382	n/a (1)	n/a (1)
02/01/2004 to 02/28/2004	2.53	8,062,000 A	28	287,929	n/a (1)	n/a (1)
03/01/2004 to 03/31/2004	1.91	8,675,000 A	31	279,839	n/a (1)	n/a (1)
04/01/2004 to 04/30/2004	3.92	8,466,000 A	30	282,200	n/a (1)	n/a (1)
05/01/2004 to 05/31/2004	3.77	8,088,000 A	31	260,903	n/a (1)	n/a (1)
06/01/2004 to 06/30/2004	3.18	8,809,000 A	30	293,633	n/a (1)	n/a (1)
07/01/2004 to 07/30/2004	8.06	10,769,000 A	30	358,967	n/a (1)	n/a (1)
08/01/2004 to 08/31/2004	4.53	10,862,000 A	31	350,387	n/a (1)	n/a (1)
09/01/2004 to 09/30/2004	9.56	9,616,000 A	30	320,533	n/a (1)	n/a (1)
10/01/2004 to 10/31/2004	3.12	8,559,000 A	31	276,097	10/15/2004	1,600,000+
11/01/2004 to 11/30/2004	4.95	8,191,000 A	30	273,033	11/25/2004	1,200,000
12/01/2004 to 12/31/2004	3.85	8,237,000 A	31	265,710	12/23/2004	1,550,000
2004 Annual Summary	51.63	100,742,500	367	274,500	10/15/2004	1,600,000+

### 2005 SWT Flows - Jonathan Street Meter Station METER #3

Period	Precipitation Inches	Volume Gallons	# Days Period	Avg Flow GPD	Date Peak Flow	Peak Flow GPD
01/01/2005 to 01/31/2005	5.38	12,208,000 A	31	393,806	n/a (1)	n/a (1)
02/01/2005 to 02/28/2005	2.72	8,350,000 E	28	298,214	n/a (1)	n/a (1)
03/01/2005 to 03/31/2005	3.75	14,354,000 A	31	463,032	03/28/2005	1,600,000 +
04/01/2005 to 04/30/2005	6.56	8,721,000 A	30	290,700	04/03/2005	1,600,000 +
05/01/2005 to 05/31/2005	1.23	6,943,000 A	31	223,968	05/23/2005	1,250,000
06/01/2005 to 06/30/2005	4.27	8,809,000 E	30	293,633	n/a (1)	n/a (1)
07/01/2005 to 07/31/2005	4.23	11,291,000 A	31	364,226	n/a (1)	n/a (1)
2005 Summary to date	28.14	70,676,000	212	333,377	03/28/2005	1,600,000 +

## EXHIBIT B 2005 AGREEMENT

### SWT Flows Highest Consecutive 12 Month Discharge - Jonathan Street Meter Station METER #3

Period	Precipitation Inches	Volume Gallons	# Days Period	Avg Flow GPD	Date Peak Flow	Peak Flow GPD
06/01/2003 to 07/05/2003	8.30	12,162,000 A	37	328,703	n/a (1)	n/a (1)
07/06/2003 to 08/02/2003	5.44	9,604,000 A	28	343,000	n/a (1)	n/a (1)
08/03/2003 to 08/30/2003	5.07	9,388,000 A	28	335,286	n/a (1)	n/a (1)
08/31/2003 to 09/27/2003	11.08	9,794,000 A	28	349,786	n/a (1)	n/a (1)
09/28/2003 to 11/01/2003	5.15	11,492,000 A	35	328,343	n/a (1)	n/a (1)
11/02/2003 to 11/29/2003	3.37	8,855,000 A	28	316,250	n/a (1)	n/a (1)
11/30/2003 to 12/28/2003	4.97	9,395,000 A	30	313,167	n/a (1)	n/a (1)
12/28/2003 to 01/31/2004	2.25	9,091,000 A	34	267,382	n/a (1)	n/a (1)
02/01/2004 to 02/28/2004	2.53	8,062,000 A	28	287,929	n/a (1)	n/a (1)
03/01/2004 to 03/31/2004	1.91	8,675,000 A	31	279,839	n/a (1)	n/a (1)
04/01/2004 to 04/30/2004	3.92	8,466,000 A	30	282,200	n/a (1)	n/a (1)
05/01/2004 to 05/31/2004	3.77	8,088,000 A	31	260,903	n/a (1)	n/a (1)
06/01/2003 to 05/31/2004	54.76	113,070,000 A	368	307,250	n/a (1)	n/a (1)

Notes:

1. "A" represents an actual flow volume
2. "E" represents an estimated flow volume
3. (1) represents no flow charts were provided by SWT, therefore date and amount of peak flow in not available.

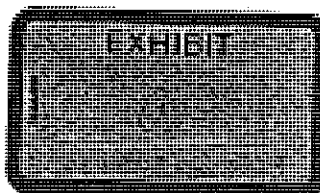
## EXHIBIT C 2005 AGREEMENT

### 2002 SWT Flows - Quail Hollow Meter Station Meter #6

Period	Precipitation Inches	Volume Gallons	# Days Period	Avg Flow GPD	Date Peak Flow GPD	Peak Flow GPD
01/01/2002 to 01/31/2002	1.45	5,945,428 E	31	191,788	n/a (1)	n/a (1)
02/01/2002 to 02/28/2002	0.55	5,370,064 E	28	191,788	n/a (1)	n/a (1)
03/01/2002 to 03/31/2002	3.68	5,945,428 E	31	191,788	n/a (1)	n/a (1)
04/01/2002 to 04/30/2002	3.83	5,753,640 E	30	191,788	n/a (1)	n/a (1)
05/01/2002 to 05/31/2002	4.45	6,520,792 E	31	210,348	n/a (1)	n/a (1)
06/01/2002 to 06/30/2002	4.65	5,370,064 E	30	179,002	n/a (1)	n/a (1)
07/01/2002 to 07/31/2002	1.15	6,137,216 E	31	197,975	n/a (1)	n/a (1)
08/01/2002 to 08/31/2002	2.68	7,360,000 A	31	237,419	n/a (1)	n/a (1)
09/01/2002 to 09/30/2002	4.04	5,390,000 A	30	179,667	n/a (1)	n/a (1)
10/01/2002 to 10/31/2002	6.85	5,423,000 A	31	174,935	n/a (1)	n/a (1)
11/01/2002 to 11/31/2002	3.32	3,317,000 A	31	107,000	n/a (1)	n/a (1)
12/01/2002 to 12/31/2002	4.95	6,691,000 A	31	215,839	n/a (1)	n/a (1)
2002 Annual Summary	41.60	69,223,632	365	189,654	n/a (1)	n/a (1)

### 2003 SWT Flows & Highest Consecutive 12 Month Period - Quail Hollow Meter Station Meter #6

Period	Precipitation Inches	Volume (Gallons)	# Days Period	Avg Flow GPD	Date Peak Flow	Peak Flow GPD
01/05/2003 to 02/01/2003	1.40	6,224,000 A	27	230,519	n/a (1)	n/a (1)
02/02/2003 to 03/01/2003	3.10	5,285,000 A	29	182,241	n/a (1)	n/a (1)
03/02/2003 to 03/29/2003	3.62	7,380,000 A	28	263,571	n/a (1)	n/a (1)
03/30/2003 to 05/01/2003	2.23	5,872,000 A	33	177,939	n/a (1)	n/a (1)
05/04/2003 to 05/31/2003	3.20	3,871,000 A	30	129,033	n/a (1)	n/a (1)
06/01/2003 to 07/05/2003	8.30	8,569,000 A	37	231,595	n/a (1)	n/a (1)
07/06/2003 to 08/02/2003	5.44	5,170,000 A	28	184,643	n/a (1)	n/a (1)
08/03/2003 to 08/30/2003	5.07	4,223,000 A	28	150,821	n/a (1)	n/a (1)
08/31/2003 to 09/27/2003	11.08	6,480,000 A	28	231,429	n/a (1)	n/a (1)
09/28/2003 to 11/01/2003	5.15	8,125,000 A	35	232,142	n/a (1)	n/a (1)
11/02/2003 to 11/29/2003	3.37	6,975,000 A	28	249,107	n/a (1)	n/a (1)
11/30/2003 to 12/28/2003	4.97	8,458,000 A	30	281,933	n/a (1)	n/a (1)
2003 Annual Summary	56.93	76,632,000	361	212,277	n/a (1)	n/a (1)



## EXHIBIT C 2005 AGREEMENT

### 2004 SWT Flows - Quail Hollow Meter Station Meter #6

Period	Precipitation Inches	Volume Gallons	# Days Period	Avg Flow GPD	Date Peak Flow	Peak Flow GPD
12/28/2003 to 01/31/2004	2.25	5,130,000 A	34	150,882	n/a (1)	n/a (1)
02/01/2004 to 02/28/2004	2.53	3,817,000 A	28	136,321	n/a (1)	n/a (1)
03/01/2004 to 03/31/2004	1.91	3,851,000 A	31	128,367	n/a (1)	n/a (1)
04/01/2004 to 04/30/2004	3.92	3,195,000 A	30	110,172	n/a (1)	n/a (1)
05/01/2004 to 05/31/2004	3.77	2,464,000 A	31	79,484	n/a (1)	n/a (1)
06/01/2004 to 06/30/2004	3.18	2,816,000 A	30	93,867	n/a (1)	n/a (1)
07/01/2004 to 07/30/2004	8.06	3,619,000 A	30	120,633	n/a (1)	n/a (1)
08/01/2004 to 08/31/2004	4.53	4,126,000 A	31	133,097	n/a (1)	n/a (1)
09/01/2004 to 09/30/2004	9.56	5,908,000 A	30	196,933	n/a (1)	n/a (1)
10/01/2004 to 10/31/2004	3.12	6,312,000 A	31	203,613	10/15/2004	425,000
11/01/2004 to 11/30/2004	4.95	5,179,000 A	30	172,633	11/28/2004	500,000
12/01/2004 to 12/31/2004	3.85	5,981,000 A	31	192,935	12/01/2004	350,000
2004 Annual Summary	51.63	44,275,000	367	120,640	11/28/2004	500,000

### 2005 SWT Flows - Quail Hollow Meter Station Meter #6

Period	Precipitation Inches	Volume Gallons	# Days Period	Avg Flow GPD	Date Peak Flow	Peak Flow GPD
01/01/2005 to 01/31/2005	5.38	4,970,000 A	31	160,323	n/a (1)	n/a (1)
02/01/2004 to 02/28/2004	2.72	3,930,000 E	28	140,357	n/a (1)	n/a (1)
03/01/2005 to 03/31/2005	3.75	4,539,000 A	31	146,419	03/28/2005	500,000
04/01/2005 to 04/30/2005	6.56	8,725,000 A	30	290,833	04/03/2005	500,000
05/01/2005 to 05/31/2005	1.23	5,170,000 A	31	166,774	05/23/2005	325,000
06/01/2005 to 06/30/2005	4.27	3,796,000 A	30	126,533	n/a (1)	n/a (1)
07/01/2005 to 07/31/2005	4.23	3,816,000 A	31	123,097	n/a (1)	n/a (1)
2005 Summary to date	28.14	34,946,000	212	164,840	03/28/2005	500,000

Notes:

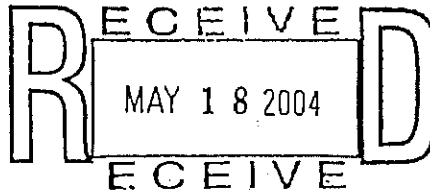
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THE PIDCOCK COMPANY  
Civil Engineers • Architects • Land Planners • Surveyors

J. SCOTT PIDCOCK, PE., R.A.  
RALPH P. ATNO, PE., P.L.S.  
DENNIS E. HARMAN, PE., P.L.S.  
BRUCE E. ANDERSON, PE.  
HAROLD R. CLEMMER, PE.  
BRIAN A. DILLMAN, PE.  
PAUL R. COLEMAN, R.A.  
RICHARD T. FARMER, R.A.  
STEVEN R. HENNING, PE.  
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JOHN R. RUSSEK, JR., PE.  
TODD L. SOHNITAG, R.A.  
CHRISTOPHER J. STEPHENS, PE., P.L.S.  
JOEL A. VICARIO, PE.

G. EDWIN PIDCOCK, PE.  
1924-1967  
JOHN S. PIDCOCK, PE., P.L.S.  
1954-1999  
RALPH M. PIDCOCK, P.L.S.  
1952-2000 (Retired)

Coplay - Whitehall Sewer Authority



PER \_\_\_\_\_

May 12, 2004

Mr. David A. Harleman, Manager  
Coplay-Whitehall Sewer Authority  
3213 MacArthur Road  
Whitehall, PA 18052-2998

Re: South Whitehall Township Authority  
Park Ridge Residential Subdivision  
Sanitary Sewerage System

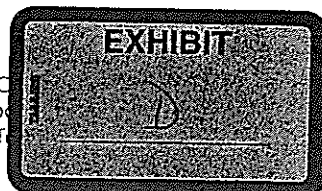
Dear Mr. Harleman:

This is in response to your request for an estimate of potential future sewage flow from South Whitehall Township into the Quail Hollow and Jonathan Street meter stations. We understand your request to be pursuant to CWSA's analysis of interceptor capacity in order to serve the above-referenced development.

In that regard, we reviewed available aerial photography and conducted a "windshield" survey of the area tributary to each meter station. For the area tributary to Quail Hollow and within the current service area, there appears to be vacant area for approximately 24 units in addition to the 60 proposed lots in Park Ridge.

The area tributary to Jonathan Street is more extensive, and there appears to be space for 40 to 50 additional units. Also, LA Fitness, allocated a sewage discharge of 8,200 gpd, is currently under construction at the intersection of Mauch Chunk Road and Route 22.

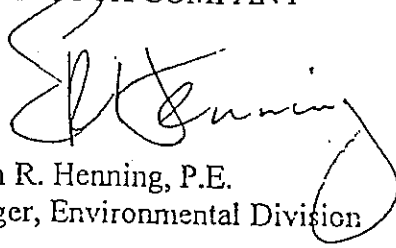
Regarding the excessive flows through the Quail Hollow meter for the past two years, we note that the readings are significantly lower for the first four months of 2004 (flow was below the limit in April). Township personnel have been conducting TV inspections in the tributary area, but have not yet discovered any leakage.



We trust this satisfies your request. Please contact us if you have any questions.

Very truly yours,

THE PIDCOCK COMPANY

A handwritten signature in black ink, appearing to read "S. Henning". The signature is written in a cursive style and is positioned above the typed name and title.

Steven R. Henning, P.E.  
Manager, Environmental Division

laf

xc: Mr. Gerald J. Gasda  
Mr. Daniel G. D'Imperio



# THE PIDCOCK COMPANY

CIVIL ENGINEERING AND LAND PLANNING ARCHITECTURE LAND SURVEYING

Oxford Drive at Fish Hatchery Road  
2451 Parlowood Drive Allentown, Pennsylvania 18103-9608  
Telephone: 610-791-2252  
Telefacsimile: 610-791-1256  
E-mail: info@pidcockcompany.com

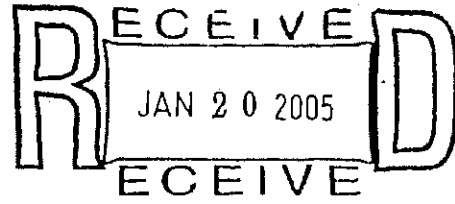
TO: Mr. Dave Harleman  
Coplay-Whitehall Sewer Authority

FAX 610-437-0696

FROM: Steven R. Henning

Coplay - Whitehall Sewer Authority

DATE: January 19, 2005



RE: South Whitehall Township Authority  
Park Ridge Residential  
Sanitary Sewerage System

PER \_\_\_\_\_

This transmission consists of 3 pages including this cover memorandum. If transmission is not complete or received in error, please contact this office at 610-791-2252.

Per your letter dated December 20, 2004 to Mr. Gasda, following is our letter dated May 12, 2004 to you. At 225 gpd/EDU average, and 350 gpd/EDU peak, the estimated additional flows to the CWSA system would be as follows:

<u>Meter Station</u>	<u>Average</u>	<u>Peak</u>
Quail Hollow	18,900 gpd	29,400 gpd
Jonathan Street	19,450 gpd	25,700 gpd

Existing flows are recorded on the charts previously supplied by the Township.

THE PIDCOCK COMPANY

Steven R. Henning, P.E.  
Manager, Environmental Division

bf  
xc: Mr. Gerald J. Gasda FAX 610-398-1068  
Mr. Larry S. Turoscy FAX 610-767-5798  
Mr. Carl Dicker FAX 610-433-3499

THE PIDCOCK COMPANY,  
Civil Engineers - Architects - Land Planners - Surveyors

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1952-2000 (Retired)

May 12, 2004

Mr. David A. Harleman, Manager  
Coplay-Whitehall Sewer Authority  
3213 MacArthur Road  
Whitehall, PA 18052-2998

Re: South Whitehall Township Authority  
Park Ridge Residential Subdivision  
Sanitary Sewerage System

Dear Mr. Harleman:

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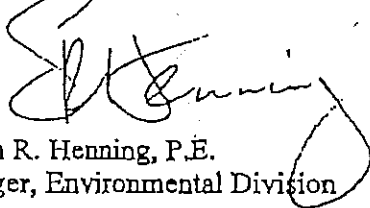
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Oxford Drive at Fish Hatchery Road  
2451 Parkwood Drive Allentown, Pennsylvania 18103-9808  
Telephone 610/791-2252 Telefacsimile 610/791-1256 e-mail info@pidcockcompany.com

We trust this satisfies your request. Please contact us if you have any questions.

Very truly yours,

THE PIDCOCK COMPANY



Steven R. Henning, P.E.  
Manager, Environmental Division

laf

xc: Mr. Gerald J. Gasda  
Mr. Daniel G. D'Imperio

---

FEASIBILITY STUDY  
FOR  
SANITARY SEWER  
FACILITIES  
IN  
JORDAN CREEK DRAINAGE  
BASIN

COPLAY WHITEHALL  
SEWER AUTHORITY

LEHIGH COUNTY,  
PENNSYLVANIA



*Prepared for:*

Coplay-Whitehall Sewer Authority  
3213 MacArthur Road  
Whitehall, PA 18052

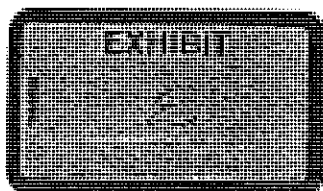
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February, 2005

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SSM File No. 100192.0002

Prepared by:

A handwritten signature in black ink that reads "Carl F. Dicker, Jr." with a stylized flourish at the end.  
Carl F. Dicker, Jr., P.E.



## TABLE OF CONTENTS

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B. Jordan Creek Drainage Basin.....	4

### TABLES:

Table 1	Jordan Creek Interceptor Flow Summary CWSA Flows Only
Table 2	Jordan Creek Interceptor Flow Summary Combined SWT and CWSA Flows
Table 3a	Jordan Creek Interceptor Pipe Flow Analysis Existing Conditions
Table 3b	Jordan Creek Interceptor Pipe Flow Analysis Revised Pipe Diameters and Slopes

### MAPS:

Map 1	USGS Location Map
Map 2	Zoning Map
Map 3	Jordan Creek Drainage Basin

## 1. Introduction

The Coplay-Whitehall Sewer Authority has authorized Spotts, Stevens and McCoy, Inc. (SSM) to prepare a study evaluating the existing sewage collection system and the feasibility of providing sewer service to undeveloped portions of Whitehall Township and Coplay Borough. There will be four major drainage basins included in this study. They are the Jordan Creek Drainage Basin, the Coplay Creek Drainage Basin, the Lehigh River Drainage Basin and the Spring Creek Drainage Basin (See Map 1).

The study will examine existing conditions as well as identify future needs as development continues within the CWSA service area. Extensions and/or replacement of existing facilities will be identified as being necessary to continue to provide service to existing and future users.

The study is intended to be a planning guide for coordinating future sewer connections. Since it is difficult to precisely predict where and when sewer needs will occur, the plan will provide the Authority with flexibility in implementing the plan's recommendations. Priorities identified herein may need to be re-examined based on developmental pressures.

## 2. Summary, Conclusions and Recommendations

All of the interceptors currently part of the Authority's collection and conveyance system have existing capacity issues or are projected to have capacity issues as a result of continued development. All of the interceptors can handle average daily flows, but portions of the interceptors cannot handle peak flows. The Jordan Creek Interceptor shows significant deficiencies in handling existing flows while the Coplay Creek and the Lower Lehigh River Interceptors are significantly impacted by future flows.

### A. Jordan Creek Interceptor

45% (18 manhole runs) of the Jordan Creek Interceptor south of PA Route 22 can be surcharged by peak flows under current conditions. The portions affected are downstream of the Jordan Creek Interceptor Extension. When future flows are included, over 52% (21 manhole runs) are projected to be surcharged by peak flows. Although there were no portions of the Jordan Creek Interceptor Extension identified as having existing or future capacity issues, it is noted that flows entering the CWSA collection system from South Whitehall Township (via Quail Hollow) exceed South Whitehall Township's allocated capacity in the Interceptor Extension. Flows entering CWSA's collection system from South Whitehall Township (via Jonathon Street) are marginally within South Whitehall Township's allocated capacity for that connection. While future development within the Jordan Creek drainage basin in Whitehall Township is expected to be minimal, it is recommended that a portion of the interceptor be replaced to eliminate existing surcharge

conditions as well as allowing for any remaining development in this portion of the Township and to allow for growth in South Whitehall Township.

### 3. Background

#### A. Previous Studies

Three studies were prepared for the CWSA in 1989 by Spotts, Stevens and McCoy, Inc. These studies examined undeveloped areas in the central and northern portions of Whitehall Township. The studies made certain recommendations regarding the installation of gravity sewer lines to provide sewer service to those areas. No actions were taken by the CWSA pursuant to those studies, with the exception of the installation of sewer to serve a limited number of properties on South Church Street.

#### B. Existing Factors

Development has continued in Whitehall Township. Much of that development has occurred in the Coplay Creek Drainage Basin. The central portion of Whitehall Township, west of MacArthur Road, is the area of the Township most suited to development. Zoning (see Map 2) in these areas is predominantly residential.

South Whitehall Township has two points of connection to CWSA's collection/conveyance system. The first point of connection is to the Jordan Creek Interceptor Extension. Average daily flows as measured in 2004 at South Whitehall Township's Quail Hollow Meter Station exceed the allocated capacity of 115,000 GPD in the Jordan Creek Interceptor Extension. This factor, in conjunction with development pressures in South Whitehall Township, has prompted the CWSA to re-evaluate its collection system.

The second point of connection is at Jonathon Street in the southwestern corner of Whitehall Township. Flows recorded in 2004 at South Whitehall Township's Jonathon Street Meter Station are at or slightly over their allocated average daily capacity of 277,000 GPD in the Jonathon Street sewer main. It should be noted that while South Whitehall Township has allocated capacities in the Jordan Creek Interceptor Extension and the Jonathon Street sewer main, they do not have any capacity in the actual Jordan Creek Interceptor.

The CWSA completed the replacement of its Eberhart Road Pumping Station in 1998. The pumping station can pump 6.4 million gallons per day. This is sufficient to handle any increased flows from the Coplay Creek and Upper Lehigh River Interceptors.

### C. Description of Study Areas

For purposes of this study, the following general areas have been delineated: 1) Jordan Creek Drainage Basin; 2) Coplay Creek Drainage Basin; 3) Lehigh River Drainage Basin; and 4) Spring Creek Drainage Basin. These areas have been further divided into sub-drainage basins and are further described below. Sub-drainage basins were delineated as discrete collection systems discharging at a single point along their respective interceptors. This allows for a more complete analysis of the interceptor's flow carrying ability. The sub-drainage basin labels correspond to the interceptor manhole to which the sub-drainage basin discharges.

#### 1. Jordan Creek Drainage Basin

The Jordan Creek Drainage Basin (see Map 3) serves the southern portion of the Township. It is bounded to the south by the City of Allentown, to the west by South Whitehall Township, to the east by 5<sup>th</sup> Street and Fullerton Avenue and to the north by Valleyview Lane, Orchard Drive, Madison Lane and Peachtree Circle and contains approximately 1,880 acres. In addition, portions of South Whitehall Township (SWT) are also included in the Jordan Creek Drainage Basin. Quail Hollow in South Whitehall Township connects to the Jordan Creek Interceptor Extension south of Sunset Drive. The southeastern portion of South Whitehall Township connects to the Jonathon Street Sewer.

The drainage basin contains mixed uses consisting of residential, retail commercial, and office/business. Future development potential of this drainage basin within Whitehall Township is minimal. Any significant development will most likely come from South Whitehall Township.

### 4. Projected Flows and Impacts on Existing Facilities

#### A. Methodology

In order to project future flows, it is necessary to estimate existing flows on a gallon per day per equivalent dwelling unit (GPD/EDU) basis. These calculations were "calibrated" to correlate with recorded flows at the flow meter stations (Jordan Creek Meter Station, Eberhart Road Pump Station, and Lehigh River Meter Station).

Using geographic information system (GIS) data from Lehigh County, the number and type of existing users was determined for each drainage basin.



Water use records provided by CWSA were used to calculate average water consumption for residential users. The average water consumption was used to correlate non-residential water consumption to a corresponding number of EDU's for the non-residential users. Once the total number of EDU's was determined, the number of EDU's was divided into measured flows at the meter stations to determine an average sewage flow per EDU. This number was utilized to estimate existing flows from each sub-drainage basin as well as future flows. Water consumption across the Township averaged 140-145 GPD/EDU. Appropriate peaking factors were then applied to the flow from each sub-drainage basin when analyzing pipe capacities. Peaking factors of 3.5 to 2.5 were utilized for this study.

Future development was estimated by examining vacant parcels and zoning information. GIS data was used to identify vacant parcels. Zoning information was used to calculate potential housing density for vacant parcels. Due to the presence of several quarries in Whitehall Township, several large parcels were not included in the analysis of future use. Likewise, park areas and agricultural preservation areas were not included as developable land. The Coplay-Whitehall Sewer Authority provided available information on proposed land developments. Where that information was not available, a percent of gross area was assumed usable for building lots, with that area divided by minimum lot size to calculate the number of future lots. In the case of flows from South Whitehall Township, future needs were provided by SWT officials. For North Whitehall Township flows, future flows were assumed to be North Whitehall Township's allocated capacity per existing agreements. The flow used for North Whitehall Township was 140,000 GPD.

B. Jordan Creek Drainage Basin

1. Existing Flows

Existing flows through the Jordan Creek Drainage basin include flows from Whitehall Township and South Whitehall Township (SWT). SWT flows connect to the CWSA collection system at MH J.4-69 (Quail Hollow) and at MH A6-348 (intersection of Jonathon Street and 14<sup>th</sup> Street). Per existing agreements with CWSA, SWT can discharge up to 115,000 GPD (11% of capacity of the Jordan Creek Interceptor Extension) with an allowable peak flow of 288,000 GPD. Likewise, SWT can discharge 277,000 GPD at Jonathon Street (50% of the capacity of the Jonathon Street sewer) with an allowable peak flow of 693,000 GPD. Further downstream of the Jonathon Street connection, SWT may discharge 400,000 GPD through the Jordan Park Connection (see Map 3) with an allowable peak flow of 1,000,000 GPD. SWT does not have any allocated capacity in the Jordan Creek Interceptor. Per the existing agreements, CWSA can require SWT to build a relief interceptor if the

CWSA determines that the Jordan Creek Interceptor is surcharged. Flows from SWT and CWSA will be examined both individually and collectively.

a. South Whitehall Township Flows

As noted above, SWT discharges sewage at two points, Quail Hollow and Jonathon Street. At both locations, flow is measured by SWT and this data is provided to the CWSA. Average daily flows at the Quail Hollow connection have averaged well over the allocated capacity (0.115 MGD) for the last three years (flows averaged 0.190 MGD in 2002, 0.207 MGD in 2003, and 0.140 MGD through November 2004). Detailed flow charts are generally unavailable from SWT. However, flow charts received for November 2004 show daily peak flow rates from 0.250 MGD to 0.350 MGD. This exceeds allowable peak flows in some cases.

The allowable flows at the Jonathon Street connection have varied slightly over the last three years near the allocated capacity of 0.277 MGD (flows average 0.261 MGD in 2002, 0.287 MGD in 2003, and 0.300 MGD through November of 2004). Flow charts received for November 2004 show daily peak flow rates from 0.890 MGD to 1.450 MGD. Allowable peak flows through the Jonathon Street sewer are 0.693 MGD. While average daily flows are normally within South Whitehall Township's allocated capacity, peak flows exceed the peak allocated capacity.

While the flows in the Jordan Creek Interceptor Extension (Quail Hollow) have not caused surcharging in the extension, they have demonstrated the need to re-evaluate the existing agreement between the two parties as it relates to allocated capacity. The flows at the Jonathon Street connection are close to allocated capacity. SWT should consider the need to purchase additional capacity in that line. At the least, the trend over the last three years seems to indicate that a need for additional capacity exists.

In total, SWT has discharged an average of 0.440 MGD to the Jordan Creek collection and conveyance system during 2004.

b. Coplay-Whitehall Sewer Authority Flows

Existing flows as measured at the Jordan Creek Meter Station averaged 0.894 MGD over the last three years. That number is exclusive of SWT flows. Utilizing water consumption records, an average flow of 142 GPD per EDU was calculated to estimate the existing flow in each of the Jordan Creek sub-drainage basins. The total number of users were identified for each sub-drainage basin with flows totalized as the analysis proceeded downstream. Appropriate peaking factors (2.5-3.5) were applied to estimate peak flows. Peak flows were then compared to calculated pipe capacities to determine if any portions of the interceptor were not able to convey the estimated flows. Four manhole runs in the Jordan Creek Interceptor were identified as having insufficient capacity to handle existing flows. Three of those runs were under capacity by 10% or less (i.e., the flow in excess of pipe capacity was less than 10% of the pipe capacity). Only one run had a significant problem with capacity (MH J4.16 to MH J4.15). This segment is in the lower reaches of the Jordan Creek Interceptor. Table 1 summarizes the analysis of CWSA flows.

c. Combined CWSA/SWT Flows

When the flows from SWT are added to those of CWSA, there is an impact on the Jordan Creek Drainage Basin Collection System. Table 2 summarizes the analysis of the combined flows in the interceptor. Table 3a shows pipe capacities of the Jordan Creek Interceptor and Jordan Creek Interceptor Extension. The SWT flows from Quail Hollow do not have an adverse impact on the Jordan Creek Interceptor Extension. However, those flows do exceed South Whitehall Township's allocated capacity in the Interceptor Extension. Likewise, SWT's flows into the Jonathan Street Sewer are roughly within their allocated capacity in that sewer. However, when SWT flows enter the Jordan Creek Interceptor, there is a significant impact to the Interceptor. An additional seventeen (17) manhole runs do not have sufficient capacity to handle these additional flows. These seventeen runs are in addition to the four runs impacted when only considering direct CWSA sewage flows. In ten of those runs, the required capacity is greater than 10% of the pipe capacity. This is a significant issue in that the affected portions consist of several consecutive runs. Surcharging of downstream manholes causes even greater surcharging in upstream runs that do not have the capacity to handle incoming flows let alone provide relief for surcharged downstream runs. Map 3

delineates portions of the interceptor surcharged by existing flows.

## 2. Future Flows

### a. South Whitehall Township Flows

SWT officials have indicated that future needs for the Quail Hollow connection will push total flows to 0.160 MGD. This includes existing flows, flows for the proposed Park Ridge Subdivision (13,500 GPD) with the balance (5,400 GPD) reserved for future development in SWT. The projected growth will not impact the Jordan Creek Interceptor Extension. However, the increased flows will require a new/revised agreement with CWSA to establish new conveyance limits. SWT officials have also indicated that future needs for the Jonathon Street connection will push total flows to 0.320 MGD. This includes existing flows and projected flows for future development. Any request for additional capacity in the Jonathon Street sewer will most likely require that the existing sewer be replaced with a larger pipe to provide that capacity. Existing agreements with CWSA will need to be revised. Any additional flows will exacerbate the existing problem with the Jordan Creek Interceptor.

### b. Coplay-Whitehall Sewer Authority Flows

The Jordan Creek Drainage Basin is almost fully developed in Whitehall Township. Based on an analysis of vacant parcels in this drainage basin, approximately 493 additional EDU's may be added. Using a figure of 142 GPD/EDU, additional flow totals 70,000 GPD. These additional flows will impact five additional runs of pipe. Of those five runs, three runs would be under capacity by 10% or less (i.e., the flow in excess of pipe capacity was less than 10% of the pipe's capacity). There are two runs with capacity problems, MH J4.16 to MH J4.15 (as noted under the existing flow analysis) and MH J4.12 to MH J4.11-A. Table 1 summarizes the analysis of these future flows.

### c. Combined CWSA/SWT Flows

When future flows from both townships are taken into account, additional runs in the Jordan Creek Interceptor are affected. However, the additional flows into the Jordan Creek Interceptor

Extension do not impact the Interceptor Extension. The flows from the Interceptor Extension, plus the additional flows from Jonathon Street, do impact the Jordan Creek Interceptor. Table 2 summarizes the analysis of the combined future flows. An additional four runs are affected by future flows, for a total of twenty-five runs of pipe. In twenty-one of those runs, the additional required capacity is greater than 10% of the pipe capacity. Overall, twenty of the twenty-five runs affected can be attributed to SWT flows. A total of 5,730 feet of pipe are impacted. (See Table 3a).

Although not considered as part of this study, there is the potential for significant flows in the future. A Northern Lehigh County Act 537 Sewage Facilities Plan is currently being prepared by the Lehigh County Authority. That study is looking at facilities and future growth in portions of North Whitehall, South Whitehall, Lowhill, Heidelberg, and Washington Townships. One option being considered is the construction of a collection system along the upper reaches of the Jordan Creek. If this option is realized, approximately 0.336 MGD of sewage could potentially discharge to CWSA's Jordan Creek Interceptor. Because of the very preliminary nature of that study, no consideration is given to that option as it would impact line sizing consideration.

### 3. Impacts on Existing Infrastructure

Flows in a sewage collection system vary over the period of a day or week. Accordingly, flows can be expected to peak at various times. Peak flows can be significantly higher when factoring in wet weather conditions. Therefore, collection systems must be sized to account for these peak flow conditions. Peak factors vary within a collection. Upstream reaches of a collection system are typically sized using peak factors of 3.5-4.0. Trunk lines and interceptors are sized using peak factors of 2.5-3.0. These peak factors have been utilized for purposes of this study.

The analysis of the Jordan Creek Drainage Basin indicates that significant portions of the Jordan Creek Interceptor are impacted by existing flows as well as projected flows. The problem is significant, as shown by the estimated flows in comparison to pipe capacity. Normally, some surcharging can exist without adverse impacts. The Jordan Creek Interceptor has the potential to surcharge over eighteen (18) consecutive runs. This condition can result in surcharge conditions in upstream runs

that otherwise would not be impacted. For these reasons, it is recommended that many of the identified runs be replaced with larger pipe to alleviate this problem.

#### 4. Proposed Improvements

The improvements can be made via a combination of installing new pipes at greater slopes or replacing existing pipes with larger pipes at existing grade. In some cases, existing pipes have been installed at slopes below the minimum slopes allowed by PaDEP. In these cases, slope and not necessarily pipe size, was the main factor reducing flow capacity. In most cases, pipe size was simply increased to provide sufficient capacity. Table 3b shows the specific recommended improvements to the Jordan Creek Interceptor.

**Table 1**  
**Jordan Creek Interceptor Flow Summary**  
**CWSA Flows Only**

**Line Capacity Worksheet - Jordan Creek Interceptor - CWSA ONLY**

<i>Existing Flow Data</i>			
Drainage Basin	Existing Flowrate through interceptor in each drainage basin (gpd)		Existing Peak Flows (GPD)
	basin (gpd)	Peak Factors	
J-96	51,972	3.5	181,902
J-81	72,278	3.5	252,973
J-70	114,736	3.5	401,576
J-54	169,406	3	508,218
J-44	153,218	3	459,654
J-34	363,662	3	1,090,986
J-25	647,094	2.5	1,617,735
J-21	860,094	2.5	2,150,235
J-11	931,094	2.5	2,327,735

= lines that may surcharge

**Restrictive Manhole Runs**

<i>Existing Peak Flow</i>						
Contributing Drainage Basin	MH	to	MH	Total Peak Flows (GPD)	Max Flow Capacity (GPD)	Percentage of excess flow
J-21	J4.19		J4.18	2,150,235	2,042,693	5%
J-21	J4.16		J4.15	2,150,235	1,560,132	27%
J-21	J4.13-A		J4.13	2,150,235	2,126,102	1%
J-21	J4.12		J4.11-A	2,150,235	1,955,729	9%

**Line Capacity Worksheet - Jordan Creek Interceptor - CWSA ONLY**

<i>Total Flow Data (Future + Existing)</i>					
Drainage Basin	Existing Flowrate through interceptor in each drainage basin (gpd)	Future Flowrate through interceptor in each drainage basin (gpd)	Total Flowrate through interceptor in each drainage basin (gpd)	Peak Factors	Total Peak Flows (GPD)
	J-96	51,972	11,786		
J-81	72,278	12,212	84,490	3.5	295,715
J-70	114,736	12,780	127,516	3.5	446,306
J-54	169,406	15,052	184,458	3	553,374
J-44	153,218	4,544	157,762	3	473,286
J-34	363,662	25,844	389,506	3	1,168,518
J-25	647,094	43,452	690,546	2.5	1,726,365
J-21	860,094	38,628	898,722	2.5	2,246,805
J-11	931,094	70,006	1,001,100	2.5	2,502,750

**Restrictive Manhole Runs**

<i>Total Peak Flow (Future + Existing)</i>						
Contributing Drainage Basin	MH	to	MH	Total Peak Flows (GPD)	Max Line Capacity (GPD)	Percentage of excess flow
J-21	J4.19		J4.18	2,246,805	2,042,693	9%
J-21	J4.18		J4.17	2,246,805	2,206,360	2%
J-21	J4.16		J4.15	2,246,805	1,560,132	31%
J-21	J4.13-A		J4.13	2,246,805	2,126,102	5%
J-21	J4.12		J4.11-A	2,246,805	1,955,729	13%

**Table 2**  
**Jordan Creek Interceptor Flow Summary**  
**Combined SWT and CWSA Flows**

**Line Capacity Worksheet - Jordan Creek Interceptor**

<i>Existing Flow Data</i>			
Drainage Basin	Existing Flowrate through interceptor in each drainage basin (gpd)	Peak Factors	Existing Peak Flows (GPD)
J-96	51,972	3.5	181,902
J-81	72,278	3.5	252,973
J-70	114,736	3.5	401,576
J-69	254,969	3.5	892,390
J-54	309,639	3	928,916
J-44	153,218	3	459,654
J-34	503,895	3	1,511,684
J-25	787,327	2.5	1,968,317
J-21	1,299,988	2.5	3,249,971
J-11	1,370,988	2.5	3,427,471

= lines that may surcharge

**Restrictive Manhole Runs**

<i>Existing Peak Flow</i>						
Contributing Drainage Basin	MH	to	MH	Total Peak Flows (GPD)	Max Flow Capacity (GPD)	Percentage of excess flow
J-34	J4.26-B		J4.26-A	1,511,684	1,360,647	10%
J-25	J4.25		J4.24-A	1,968,317	1,900,000	3%
J-21	J4.21		J4.20	3,249,971	2,283,800	30%
J-21	J4.20		J4.19	3,249,971	2,283,800	30%
J-21	J4.19		J4.18	3,249,971	2,042,693	37%
J-21	J4.18		J4.17	3,249,971	2,206,360	32%
J-21	J4.17		J4.16	3,249,971	2,702,228	17%
J-21	J4.16		J4.15	3,249,971	1,560,132	52%
J-21	J4.15		J4.14	3,249,971	2,948,373	9%
J-21	J4.14		J4.13-A	3,249,971	2,570,332	21%
J-21	J4.13-A		J4.13	3,249,971	2,126,102	35%
J-21	J4.13		J4.12	3,249,971	2,637,105	19%
J-21	J4.12		J4.11-A	3,249,971	1,955,729	40%
J-21	J4.11-A		J4.11	3,249,971	2,702,228	17%
J-11	J4.11		J4.10	3,427,471	3,081,256	10%
J-11	J4.10		J4.9	3,427,471	2,812,789	18%
J-11	J4.9		J4.8	3,427,471	2,812,789	18%
J-11	J4.8		J4.7	3,427,471	3,081,256	10%
J-11	J4.7		J4.6	3,427,471	3,081,256	10%
J-11	J4.5		J4.4	3,427,471	2,950,078	14%
J-11	J4.4		J4.3-A	3,427,471	3,328,137	3%



**Table 2**  
**Jordan Creek Interceptor Flow Summary**  
**Combined SWT and CWSA Flows**

**Line Capacity Worksheet - Jordan Creek Interceptor**

<i>Total Flow Data (Future + Existing)</i>					
Drainage Basin	Existing Flowrate through interceptor in each drainage basin (gpd)	Future Flowrate through interceptor in each drainage basin (gpd)	Total Flowrate through interceptor in each drainage basin (gpd)	Peak Factors	Total Peak Flows (GPD)
J-96	51,972	11,786	63,758	3.5	223,153
J-81	72,278	12,212	84,490	3.5	295,715
J-70	114,736	12,780	127,516	3.5	446,306
J-69	254,969	31,680	286,649	3.5	1,003,270
J-54	309,639	33,952	343,591	3	1,030,772
J-44	153,218	4,544	157,762	3	473,286
J-34	503,895	44,744	548,639	3	1,645,916
J-25	787,327	62,352	849,679	2.5	2,124,197
J-21	1,299,988	96,428	1,396,416	2.5	3,491,041
J-11	1,370,988	108,356	1,479,344	2.5	3,698,361

**Restrictive Manhole Runs**

<i>Total Peak Flow (Future + Existing)</i>						
Contributing Drainage Basin	MH	to	MH	Total Peak Flows (GPD)	Max Line Capacity (GPD)	Percentage of excess flow
J-34	J4.26-B		J4.26-A	1,645,916	1,360,647	17%
J-25	J4.25		J4.24-A	2,124,197	1,900,000	11%
J-25	J4.21-B		J4.21-A	2,124,197	1,955,729	8%
J-25	J4.21-A		J4.21	2,124,197	2,042,693	4%
J-21	J4.21		J4.20	3,491,041	2,283,800	35%
J-21	J4.20		J4.19	3,491,041	2,283,800	35%
J-21	J4.19		J4.18	3,491,041	2,042,693	41%
J-21	J4.18		J4.17	3,491,041	2,206,360	37%
J-21	J4.17		J4.16	3,491,041	2,702,228	23%
J-21	J4.16		J4.15	3,491,041	1,560,132	55%
J-21	J4.15		J4.14	3,491,041	2,948,373	16%
J-21	J4.14		J4.13-A	3,491,041	2,570,332	26%
J-21	J4.13-A		J4.13	3,491,041	2,126,102	39%
J-21	J4.13		J4.12	3,491,041	2,637,105	24%
J-21	J4.12		J4.11-A	3,491,041	1,955,729	44%
J-21	J4.11-A		J4.11	3,491,041	2,702,228	23%
J-11	J4.11		J4.10	3,698,361	3,081,256	17%
J-11	J4.10		J4.9	3,698,361	2,812,789	24%
J-11	J4.9		J4.8	3,698,361	2,812,789	24%
J-11	J4.8		J4.7	3,698,361	3,081,256	17%
J-11	J4.7		J4.6	3,698,361	3,081,256	17%
J-11	J4.6		J4.5	3,698,361	3,557,928	4%
J-11	J4.5		J4.4	3,698,361	2,950,078	20%
J-11	J4.4		J4.3-A	3,698,361	3,328,137	10%

**Table 3a**  
**Jordan Creek Interceptor Pipe Flow Analysis**  
**Existing Conditions**

Jordan Creek Interceptor Extension Data (A.L. Wiesenberg Associates, Inc.)

Pipe Material	MH	to	MH	Invert Elev.	Pipe Size (in.)	Slope (ft/ft)	Length (L.F.)	Existing Flow Capacity (GPD)	Required Flow Capacity regular font = existing flow Italics = future flow (gpd)
VCP	J4.97		J4.97	346.74					
VCP	J4.97		J4.96	346.36	8	0.0015	22.9	262,727	
VCP	J4.96		J4.95	345.61	8	0.0062	110.8	534,140	
VCP	J4.95		J4.94	344.84	8	0.0058	112.3	516,622	
VCP	J4.94		J4.93	344.17	8	0.0064	101.5	542,686	
VCP	J4.93		J4.92	343.16	8	0.0094	103.9	657,693	
VCP	J4.92		J4.91	341.56	8	0.0064	240.0	542,686	
VCP	J4.91		J4.90	339.33	8	0.0060	350.0	525,454	
VCP	J4.90		J4.89	338.64	8	0.0060	16.0	525,454	181,902
VCP	J4.89		J4.88	337.74	8	0.0050	161.2	479,672	223,153
VCP	J4.88		J4.87	337.15	8	0.0102	61.6	685,108	
VCP	J4.87		J4.86	336.85	8	0.0020	88.3	303,371	
VCP	J4.86		J4.85	336.22	8	0.0046	100.7	460,085	
VCP	J4.85		J4.84	335.69	8	0.0060	81.3	525,454	
VCP	J4.84		J4.83	334.87	8	0.0019	95.5	295,689	
VCP	J4.83		J4.82	334.24	8	0.0034	164.3	395,547	
VCP	J4.82		J4.81	333.61	8	0.0074	59.8	583,546	
VCP	J4.81		J4.80	333.25	8	0.0036	48.8	407,015	
VCP	J4.80		J4.79	324.51	8	0.0735	119.7	1,839,089	
VCP	J4.79		J4.78	317.73	8	0.0734	95.8	1,837,837	
VCP	J4.78		J4.77	311.80	8	0.0585	101.2	1,640,729	
VCP	J4.77		J4.76	311.17	8	0.0120	40.0	743,104	
VCP	J4.76		J4.75	306.93	8	0.0089	205.7	639,962	252,973
VCP	J4.75		J4.74	296.80	8	0.1382	75.7	2,521,814	295,715
VCP	J4.74		J4.73	292.62	8	0.0365	115.9	1,296,001	
VCP	J4.73		J4.72	291.51	10	0.0087	120.9	1,147,216	
VCP	J4.72		J4.71	289.69	10	0.0064	217.6	983,956	
VCP	J4.71		J4.70	287.34	10	0.0079	234.4	1,093,199	
VCP	J4.70		J4.69	279.43	10	0.1204	69.6	4,267,750	401,576 446,306
DIP	J4.69		J4.68	278.84	18	0.0014	435.3	2,363,957	
DIP	J4.68		J4.67	278.75	18	0.0004	120.6	1,263,588	
DIP	J4.67		J4.66	278.26	18	0.0011	399.5	2,095,424	
DIP	J4.66		J4.65	277.80	18	0.0014	266.4	2,363,957	
DIP	J4.65		J4.64	277.48	18	0.0007	417.3	1,671,570	
DIP	J4.64		J4.63	277.12	18	0.0011	318.5	2,095,424	
DIP	J4.63		J4.62	276.71	18	0.0016	233.9	2,527,177	
DIP	J4.62		J4.61	276.18	18	0.0014	362.7	2,363,957	892,390
DIP	J4.61		J4.60	275.66	18	0.0013	386.6	2,277,966	1,003,270
DIP	J4.60		J4.59	274.85	18	0.0020	380.3	2,825,469	
DIP	J4.59		J4.58	274.78	18	0.0005	69.4	1,412,735	
DIP	J4.58		J4.57	274.29	18	0.0014	294.0	2,363,957	
DIP	J4.57		J4.56	272.97	18	0.0024	490.0	3,095,147	
DIP	J4.56		J4.55	271.45	18	0.0165	88.6	8,115,543	
DIP	J4.55		J4.54	270.98	18	0.0013	135.1	2,277,966	
DIP	J4.54		J4.53	267.44	18	0.0094	131.3	6,125,472	
DIP	J4.53		J4.52	261.35	18	0.0003	119.6	1,094,300	928,916
DIP	J4.52		J4.51	261.26	18	0.0009	104.5	1,895,383	1,030,772
DIP	J4.51		J4.50	260.95	18	0.0011	297.3	2,095,424	
DIP	J4.50		J4.34	260.77	18	0.0014	125.1	2,363,957	

**Table 3a**  
**Jordan Creek Interceptor Pipe Flow Analysis**  
**Existing Conditions**

*Jordan Creek Interceptor North of RT 22*

Pipe Material	MH	to	MH	Invert Elev.	Pipe Size (in.)	Slope (ft/ft)	Length (L.F.)	Existing Flow Capacity (GPD)	Required Flow Capacity regular font = existing flow italics = future flow (gpd)	
			J4.46	No info avail.						
RCP	J4.46		J4.45	No info available						
RCP	J4.45		J4.44	266.88	15	No info available				
RCP	J4.44		J4.43	266.50	15	0.0116	32.8	3,905,633		
RCP	J4.43		J4.42-A	266.43	15	0.0012	59.0	1,256,183		
RCP	J4.42-A		J4.42	265.83	15	0.0038	157.0	2,235,395		
RCP	J4.42		J4.41	265.52	15	0.0018	173.5	1,538,504		
RCP	J4.41		J4.40	264.80	15	0.0022	331.5	1,700,880	459,654	
RCP	J4.40		J4.39	263.65	15	0.0021	425.8	1,661,774	473,286	
RCP	J4.39		J4.38	263.58	15	0.0005	143.4	1,680,000		
RCP	J4.38		J4.37	262.62	15	0.0019	461.3	1,580,663		
RCP	J4.37		J4.36	262.12	15	0.0044	339.9	2,405,408		
RCP	J4.36		J4.35	261.54	15	0.0019	309.1	1,580,663		
RCP	J4.35		J4.34	260.87	15	0.0016	348.6	1,450,516		

*Jordan Creek Interceptor South of RT 22*

RCP	J4.34		J4.33	259.52	18	0.0054	251.9	4,333,205	
RCP	J4.33		J4.32	258.97	18	0.0025	222.1	2,948,373	
RCP	J4.32		J4.31	258.80	18	0.0009	196.0	1,769,024	
RCP	J4.31		J4.30	258.34	18	0.0016	280.5	2,358,698	
RCP	J4.30		J4.29	257.91	18	0.0015	286.9	2,283,800	1,511,684
RCP	J4.29		J4.28-A	257.77	18	0.0013	89.0	2,126,102	1,645,916
RCP	J4.28-A		J4.28-B	257.01	18	0.0013	306.1	2,126,102	
DIP	J4.28-B		J4.26-B	256.62	24	0.0017	161.0	5,610,093	
DIP	J4.26-B		J4.26-A	256.48	24	0.0001	231.0	1,360,647	
DIP	J4.26-A		J4.25	255.44	24	0.0064	124.0	10,885,179	
RCP	J4.25		J4.24-A	256.34	18	-0.0079	114.1	1,900,000	
RCP	J4.24-A		J4.24	256.28	18	0.0013	38.0	2,126,102	
RCP	J4.24		J4.23B	256.10	18	0.0024	73.5	2,888,804	
RCP	J4.23-B		J4.23-A	256.05	18	0.0029	20.5	3,175,495	
RCP	J4.23-A		J4.23-AA	255.87	18	0.0020	74.3	2,637,105	1,968,317
RCP	J4.23-AA		J4.23	255.39	18	0.0018	267.1	2,501,777	2,124,197
RCP	J4.23		J4.22	254.85	18	0.0016	346.3	2,358,698	
RCP	J4.22		J4.21-B	254.66	18	0.0049	39.0	4,127,722	
RCP	J4.21-B		J4.21-A	254.47	18	0.0011	180.7	1,955,729	
RCP	J4.21-A		J4.21	254.19	18	0.0012	240.0	2,042,693	
RCP	J4.21		J4.20	253.72	18	0.0015	323.2	2,283,800	
RCP	J4.20		J4.19	253.24	18	0.0015	323.4	2,283,800	
RCP	J4.19		J4.18	253.00	18	0.0012	206.5	2,042,693	
RCP	J4.18		J4.17	252.81	18	0.0014	138.7	2,206,360	
RCP	J4.17		J4.16	252.47	18	0.0021	160.6	2,702,228	
RCP	J4.16		J4.15	252.29	18	0.0007	244.4	1,560,132	3,249,971
RCP	J4.15		J4.14	251.91	18	0.0025	153.7	2,948,373	3,491,041
RCP	J4.14		J4.13-A	251.54	18	0.0019	194.0	2,570,332	
RCP	J4.13-A		J4.13	251.33	18	0.0013	159.3	2,126,102	
RCP	J4.13		J4.12	250.97	18	0.0020	179.8	2,637,105	
RCP	J4.12		J4.11-A	250.72	18	0.0011	232.8	1,955,729	
RCP	J4.11-A		J4.11	250.16	18	0.0021	156.2	2,702,228	

**Table 3a**  
**Jordan Creek Interceptor Pipe Flow Analysis**  
**Existing Conditions**

Pipe Material	MH	to	MH	Invert Elev.	Pipe Size (in.)	Slope (ft/ft)	Length (L.F.)	Existing Flow Capacity (GPD)	Required Flow Capacity regular font = existing flow Italics = future flow (gpd)
RCP	J4.11		J4.10	249.82	21	0.0012	278.7	3,081,256	
RCP	J4.10		J4.9	249.47	21	0.0010	334.7	2,812,789	
RCP	J4.9		J4.8	249.16	21	0.0010	299.7	2,812,789	
RCP	J4.8		J4.7	248.79	21	0.0012	307.0	3,081,256	3,427,471
RCP	J4.7		J4.6	248.33	21	0.0012	389.5	3,081,256	3,698,367
RCP	J4.6		J4.5	247.87	21	0.0016	286.6	3,557,928	
RCP	J4.5		J4.4	247.43	21	0.0011	406.6	2,950,078	
RCP	J4.4		J4.3-A	247.22	21	0.0014	151.2	3,328,137	

••••• = Restrictive pipe runs

Manning's coefficient for DIP pipe used in this formula is: 0.014

Manning's coefficient for VCP pipe used in this formula is: 0.015

Manning's coefficient for RCP pipe used in this formula is: 0.015

**Mannings Coefficient Values**

	<u>New/Good</u>	<u>Fair</u>	<u>Old/Poor</u>
DIP	0.011	0.013	0.015
CIP	0.011	0.013	0.015
VCP	0.011	0.013	0.015
RCP/PCCP	0.011	0.013	0.015
PVC	0.011	0.013	0.015
HDPE	0.011	0.013	0.015

*from "Gravity Sanitary Sewer Design and Construction"*

*American Society of Civil Engineers & Water Pollution Control Federation*

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**Table 3b**  
**Jordan Creek Interceptor Pipe Flow Analysis**  
**Revised Pipe Diameters and Slopes**

Jordan Creek Interceptor Extension Data (A.L. Wiesenberger Associates, Inc.)

Pipe Material	MH	to	MH	Invert Elev.	Pipe Size (in.)	Slope (ft/ft)	Length (L.F.)	Flow Capacity after pipe diameter or slope was fixed (GPD)	Required Flow Capacity regular font = existing flow <i>Italics = future flow (gpd)</i>
			J4.97	346.74					
VCP	J4.97		J4.96	346.36	8	0.0015	22.9	262,727	
VCP	J4.96		J4.95	345.61	8	0.0062	110.8	534,140	
VCP	J4.95		J4.94	344.84	8	0.0058	112.3	516,622	
VCP	J4.94		J4.93	344.17	8	0.0064	101.5	542,686	
VCP	J4.93		J4.92	343.16	8	0.0094	103.9	657,693	
VCP	J4.92		J4.91	341.56	8	0.0064	240.0	542,686	
VCP	J4.91		J4.90	339.33	8	0.0060	350.0	525,454	
VCP	J4.90		J4.89	338.64	8	0.0060	16.0	525,454	181,902
VCP	J4.89		J4.88	337.74	8	0.0050	161.2	479,672	223,153
VCP	J4.88		J4.87	337.15	8	0.0102	61.6	685,108	
VCP	J4.87		J4.86	336.85	8	0.0020	88.3	303,371	
VCP	J4.86		J4.85	336.22	8	0.0046	100.7	460,085	
VCP	J4.85		J4.84	335.69	8	0.0060	81.3	525,454	
VCP	J4.84		J4.83	334.87	8	0.0019	95.5	295,689	
VCP	J4.83		J4.82	334.24	8	0.0034	164.3	395,547	
VCP	J4.82		J4.81	333.61	8	0.0074	59.8	583,546	
VCP	J4.81		J4.80	333.25	8	0.0036	48.8	407,015	
VCP	J4.80		J4.79	324.51	8	0.0735	119.7	1,839,089	
VCP	J4.79		J4.78	317.73	8	0.0734	95.8	1,837,837	
VCP	J4.78		J4.77	311.80	8	0.0585	101.2	1,640,729	
VCP	J4.77		J4.76	311.17	8	0.0120	40.0	743,104	
VCP	J4.76		J4.75	306.93	8	0.0089	205.7	639,962	252,973
VCP	J4.75		J4.74	296.80	8	0.1382	75.7	2,521,814	295,715
VCP	J4.74		J4.73	292.62	8	0.0365	115.9	1,296,001	
VCP	J4.73		J4.72	291.51	10	0.0087	120.9	1,147,216	
VCP	J4.72		J4.71	289.69	10	0.0064	217.6	983,956	
VCP	J4.71		J4.70	287.34	10	0.0079	234.4	1,093,199	
VCP	J4.70		J4.69	279.43	10	0.1204	69.6	4,267,750	401,576
VCP	J4.69		J4.68	278.84	18	0.0014	435.3	2,363,957	446,306
DIP	J4.68		J4.67	278.75	18	0.0004	120.6	1,263,588	
DIP	J4.67		J4.66	278.26	18	0.0011	399.5	2,095,424	
DIP	J4.66		J4.65	277.80	18	0.0014	266.4	2,363,957	
DIP	J4.65		J4.64	277.48	18	0.0007	417.3	1,671,570	
DIP	J4.64		J4.63	277.12	18	0.0011	318.5	2,095,424	
DIP	J4.63		J4.62	276.71	18	0.0016	233.9	2,527,177	
DIP	J4.62		J4.61	276.18	18	0.0014	362.7	2,363,957	892,390
DIP	J4.61		J4.60	275.66	18	0.0013	386.6	2,277,966	1,003,270
DIP	J4.60		J4.59	274.85	18	0.0020	380.3	2,825,469	
DIP	J4.59		J4.58	274.78	18	0.0005	69.4	1,412,735	
DIP	J4.58		J4.57	274.29	18	0.0014	294.0	2,363,957	
DIP	J4.57		J4.56	272.97	18	0.0024	490.0	3,095,147	
DIP	J4.56		J4.55	271.45	18	0.0165	88.6	8,115,543	
DIP	J4.55		J4.54	270.98	18	0.0013	135.1	2,277,966	
DIP	J4.54		J4.53	267.44	18	0.0094	131.3	6,125,472	
DIP	J4.53		J4.52	261.35	18	0.0003	119.6	1,094,300	928,916
DIP	J4.52		J4.51	261.26	18	0.0009	104.5	1,895,383	1,030,772
DIP	J4.51		J4.50	260.95	18	0.0011	297.3	2,095,424	
DIP	J4.50		J4.34	260.77	18	0.0014	125.1	2,363,957	

**Table 3b**  
**Jordan Creek Interceptor Pipe Flow Analysis**  
**Revised Pipe Diameters and Slopes**

*Jordan Creek Interceptor North of RT 22*

Pipe Material	MH	to	MH	Invert Elev.	Pipe Size (in.)	Slope (ft/ft)	Length (L.F.)	Flow Capacity	Required Flow Capacity
								after pipe diameter or slope was fixed (GPD)	regular font = existing flow Italics = future flow (gpd)
			J4.46	No info avail.					
RCP	J4.46		J4.45	No info avail.	15	No info available			
RCP	J4.45		J4.44	266.88	15	No info available			
RCP	J4.44		J4.43	266.50	15	0.0116	32.8	3,905,633	
RCP	J4.43		J4.42-A	266.43	15	0.0012	59.0	1,256,183	
RCP	J4.42-A		J4.42	265.83	15	0.0038	157.0	2,235,395	
RCP	J4.42		J4.41	265.52	15	0.0018	173.5	1,538,504	
RCP	J4.41		J4.40	264.80	15	0.0022	331.5	1,700,880	459,654
RCP	J4.40		J4.39	263.65	15	0.0021	425.8	1,661,774	473,286
RCP	J4.39		J4.38	263.58	15	0.0005	143.4	1,680,000	
RCP	J4.38		J4.37	262.62	15	0.0019	461.3	1,580,663	
RCP	J4.37		J4.36	262.12	15	0.0044	339.9	2,405,408	
RCP	J4.36		J4.35	261.54	15	0.0019	309.1	1,580,663	
RCP	J4.35		J4.34	260.87	15	0.0016	348.6	1,450,516	

*Jordan Creek Interceptor South of RT 22*

RCP	J4.34		J4.33	259.52	18	0.0054	251.9	4,333,205	
RCP	J4.33		J4.32	258.97	18	0.0025	222.1	2,948,373	
RCP	J4.32		J4.31	258.80	18	0.0009	196.0	1,769,024	
RCP	J4.31		J4.30	258.34	18	0.0016	280.5	2,358,698	
RCP	J4.30		J4.29	257.91	18	0.0015	286.9	2,283,800	1,511,684
RCP	J4.29		J4.28-A	257.77	18	0.0013	89.0	2,126,102	1,645,916
RCP	J4.28-A		J4.28-B	257.01	18	0.0013	306.1	2,126,102	
DIP	J4.28-B		J4.26-B	256.8	24	0.0013	161.0	4,905,884	
DIP	J4.26-B		J4.26-A	256.48	24	0.0014	231.0	5,091,076	
DIP	J4.26-A		J4.25	255.44	24	0.0064	124.0	10,885,179	
RCP	J4.25		J4.24-A	255.34	24	0.0009	114.1	3,809,813	
RCP	J4.24-A		J4.24	255.31	24	0.0009	38.0	3,809,813	
RCP	J4.24		J4.23B	255.24	24	0.0009	73.5	3,809,813	
RCP	J4.23-B		J4.23-A	255.22	24	0.0009	20.5	3,809,813	
RCP	J4.23-A		J4.23-AA	255.15	24	0.0009	74.3	3,809,813	1,968,317
RCP	J4.23-AA		J4.23	254.91	24	0.0009	267.1	3,809,813	2,124,197
RCP	J4.23		J4.22	254.6	24	0.0009	346.3	3,809,813	
RCP	J4.22		J4.21-B	254.56	24	0.0009	39.0	3,809,813	
RCP	J4.21-B		J4.21-A	254.4	24	0.0009	180.7	3,809,813	
RCP	J4.21-A		J4.21	254.19	24	0.0009	240.0	3,809,813	
RCP	J4.21		J4.20	253.72	24	0.0015	323.2	4,918,447	
RCP	J4.20		J4.19	253.24	24	0.0015	323.4	4,918,447	
RCP	J4.19		J4.18	253.00	24	0.0012	206.5	4,399,193	
RCP	J4.18		J4.17	252.81	24	0.0014	138.7	4,751,671	
RCP	J4.17		J4.16	252.55	24	0.0016	160.6	5,079,750	
RCP	J4.16		J4.15	252.16	24	0.0016	244.4	5,079,750	3,249,971
RCP	J4.15		J4.14	252.91	24	0.0016	153.7	5,079,750	3,491,041
RCP	J4.14		J4.13-A	251.54	24	0.0019	194.0	5,535,529	
RCP	J4.13-A		J4.13	251.33	24	0.0013	159.3	4,578,825	
RCP	J4.13		J4.12	250.97	24	0.0020	179.8	5,679,333	
RCP	J4.12		J4.11-A	250.72	24	0.0011	232.8	4,211,906	
RCP	J4.11-A		J4.11	250.16	24	0.0021	156.2	5,819,585	

**Table 3b**  
**Jordan Creek Interceptor Pipe Flow Analysis**  
**Revised Pipe Diameters and Slopes**

Pipe Material	MH	to	MH	Invert Elev.	Pipe Size (in.)	Slope (ft/ft)	Length (L.F.)	Flow Capacity after pipe diameter or slope was fixed (GPD)	Required Flow Capacity regular font = existing flow Italics = future flow (gpd)
RCP	J4.11		J4.10	249.82	24	0.0012	278.7	4,399,193	
RCP	J4.10		J4.9	249.47	24	0.0010	334.7	4,015,895	
RCP	J4.9		J4.8	249.16	24	0.0010	299.7	4,015,895	
RCP	J4.8		J4.7	248.79	24	0.0012	307.0	4,399,193	3,427,471
RCP	J4.7		J4.6	248.33	24	0.0012	389.5	4,399,193	3,698,361
RCP	J4.6		J4.5	247.87	24	0.0016	286.6	<i>5,079,750</i>	
RCP	J4.5		J4.4	247.43	24	0.0011	406.6	4,211,906	
RCP	J4.4		J4.3-A	247.22	24	0.0014	151.2	4,751,671	

Note: All changes are in Bold

Manning's coefficient for DIP pipe used in this formula is: 0.014  
Manning's coefficient for VCP pipe used in this formula is: 0.015  
Manning's coefficient for RCP pipe used in this formula is: 0.015

**Mannings Coefficient Values**

	<u>New/Good</u>	<u>Fair</u>	<u>Old/Poor</u>
DIP	0.011	0.013	0.015
CIP	0.011	0.013	0.015
VCP	0.011	0.013	0.015
RCP/PCCF	0.011	0.013	0.015
PVC	0.011	0.013	0.015
HDPE	0.011	0.013	0.015

from "Gravity Sanitary Sewer Design and Construction"

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## 2005 AGREEMENT EXHIBIT F

### GENERAL CONDITIONS

#### Negotiations Paragraphs 7.a through 7.d

7.a Again, it is recognized by SWT the importance to minimize clear water or inflow & infiltration (I & I) from entering the collection systems tributary to the Jonathan Street and Quail Hollow Meter Stations and thereby potentially causing hydraulic overload problems downstream of the Jonathan Street and Quail Hollow Meter Stations. As an incentive for SWT to pursue the never ending battle of clear water reduction, SWT agrees to pay to the CWSA in addition to the transportation/maintenance charge calculated pursuant to paragraph 5, and the additional charge for exceeding their average daily flow discharge limit calculated pursuant to paragraph 6, an amount equal to \$100.00 / occurrence for each and every time SWT exceeds their peak capacity discharge limit as set forth in this Agreement. For the purpose of this paragraph peak discharge shall be considered any and all peak discharges over the peak discharge limit as set forth in this Agreement, whether it be an instantaneous peak discharge or a peak discharge which occurs over a period of several hours. SWT will pay for exceeding their peak capacity discharge limit on a quarterly calendar basis.

Example: Utilizing SWT's new proposed peak capacity discharge limit of 820,000 GPD for the Jonathan Street Meter Station.

Given: - SWT peak capacity discharge limit for the Jonathan Meter Station = 820,000 GPD.  
- 4<sup>th</sup> quarter 2004 (10/03/2004 to 12/31/2004 refer to attached flow charts). SWT exceeded their peak carry capacity on 93 occasions.

Therefore: 93 events x \$100.00 / event = \$9,300.00

7.b SWT had concerns regarding the definition of peak flows and felt that an instantaneous peak flow was not appropriate. In addition SWT felt the amount of \$100.00 per occurrence was excessive.

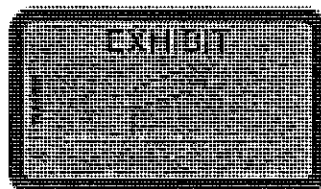
7.c The negotiated charge for SWT when exceeding their peak flow discharge limit was to change the charge from \$100.00 / occurrence to \$10.00 / occurrence and to revise the definition of peak flow to the following;

For the purposes of this paragraph peak discharge shall be defined as the highest consecutive 3-hour periods during each day of hourly readings. The three highest hourly total flow volumes will be averaged and multiplied by 24 hours to obtain peak flow rate for comparison to the peak flow limits set forth in this Agreement.

#### Add the following Paragraph

In addition, SWT suggested the following paragraph be added to the Agreement.

7.d In addition to payment of the incentive charges from SWT to CWSA as referenced above, SWT agrees to closely monitor its peak flows through the Jonathan Street Meter and Quail Hollow Meter





## 2005 AGREEMENT EXHIBIT F

Stations and to report peak flows to CWSA on a monthly basis. If peak flows exceed the established limit on five (5) or more occasions within a quarter, CWSA shall have the option to arrange a meeting with SWT to discuss the reasons for and methods proposed to address the excessive peak flows. SWT agrees that, except under justifiable circumstances, it will attend a meeting with the CWSA within five (5) business days of notification.

### JORDAN CREEK INTERCEPTOR EXTENSION CONDITIONS

#### Negotiations Paragraphs 11.a through 11.f

11.a In 1979, SWT paid to CWSA \$ 69,300.00 to discharge 115,000 GPD, average daily capacity or \$.603/gallon through the Jordan Creek Interceptor Extension. (reference: September 20, 1979 Agreement, paragraphs 4 and 5 on page 5 and 6). The cost per gallon for SWT to discharge additional capacity shall be calculated using the 1979 rate of \$.603 / gallon and factored to today using the ENR 20 City Construction Cost Index. The sum to be paid by SWT to the CWSA for the right to discharge additional average daily and peak flows is therefore \$166,013.35 and is calculated as follows;

Given:	1979 ENR Average Annual Index = 3003
	2004 ENR Average Annual Index = 7115
Therefore:	$7115 / 3003 \times \$ .603 / \text{gallon} \times 116,200 \text{ gallons} = \$ 166,013.35$

11.b SWT initial position, citing age of line, depreciation, etc... was; SWT should be able to purchase additional capacity in the Jordan Creek Interceptor Extension at the same rate per gallon as they did in 1979 or \$.603 / gallon or 116,200 gallons x \$.603/gallon = \$70,068.60

11.c CWSA maintained their position, citing purchasing additional capacity was similar in purchasing additional capacity in the Allentown Treatment Plant or in calculating Tapping Fees in which using historical costs and trending to today by indexing with the ENR index was a common procedure.

11.d SWT countered by stating Allentown is constantly upgrading the Treatment Plant through new equipment replacement whereas excepting for maintenance issues the Jordan Creek Interceptor Extension is the same as when originally installed in 1979.

11.e The negotiated cost for SWT to purchase an additional 116,200 GPD of discharge capacity is, \$100,000.00 for an additional 116,200 GPD of discharge capacity in the Jordan Creek Interceptor and an additional 51,000 GPD of discharge capacity in the Jonathan Street Trunk Line.

#### Add the following Paragraph

11.f Time and method of payment – SWT agrees that it shall pay the cost for the additional capacity in the Jordan Creek Interceptor Extension and Jonathan Street Trunk Line simultaneously with the execution of this Agreement.

## 2005 AGREEMENT EXHIBIT F

### JONATHAN STREET TRUNK LINE CONDITIONS

#### Negotiations paragraphs 14.a through 14.f

14.a In 1967, SWT paid to CWSA \$26,305.00 for 277,000 GPD, average daily discharge capacity or \$.095 / gallon. (reference: May 16, 1967 Agreement, paragraph 3, page 3). The cost per gallon for SWT to discharge additional capacity shall be calculated using the 1967 rate of \$.095 / gallon and factored to today using the ENR 20 City Construction Index. The sum to be paid by SWT to the CWSA for the right to discharge additional average daily and peak flows is \$32,222.87 and is calculated as follows;

Given:            1967 ENR Average Annual Index = 1074  
                     2004 ENR Average Annual Index = 7115  
Therefore:         $7115 / 1074 \times \$.095 / \text{gallon} \times 51,200 \text{ GPD} = \$ 32,222.87$

14.b SWT initial position, citing age of line, depreciation, etc... was; they should be able to purchase additional capacity in the Jordan Creek Interceptor Extension at the same rate per gallon as they did in 1967 or \$.095 / gallon or 51,000 gallons  $\times$  \$.095/gallon = \$4,845.00

14.c CWSA maintained their position, citing purchasing additional capacity was similar to purchasing additional capacity in the Allentown Treatment Plant or in calculating Tapping Fees in which using historical costs and trending to today by indexing with the ENR index was a common procedure.

14.d SWT countered by stating Allentown is constantly upgrading the Treatment Plant through new equipment replacement whereas excepting for maintenance issues the Jordan Creek Interceptor Extension is the same as when originally installed in 1979.

14.e The negotiated cost for SWT to purchase an additional 116,200 GPD of discharge capacity is, SWT agrees to pay to the CWSA a total amount of \$100,000.00 for an additional 116,200 GPD of discharge capacity in the Jordan Creek Interceptor and an additional 51,000 GPD of discharge capacity in the Jonathan Street Trunk Line.

#### Add the following Paragraph

14.f Time and method of payment – SWT agrees that it shall pay the cost for the additional capacity in the Jordan Creek Interceptor Extension and Jonathan Street Trunk Line simultaneously with the execution of this Agreement.

## 2005 AGREEMENT EXHIBIT F

### UPPER JORDAN CREEK INTERCEPTOR CONDITIONS

#### Negotiations paragraphs 22.a through 22.f

22.a SWT agrees to pay 100.00% of the required project cost upgrade. CWSA's contribution for the required upgrade will be 0.00%. At the writing of this Agreement the project costs are estimated at \$662,312.50. It is recognized by the parties the amount of \$662,312.50 is only an estimate and the amount of contribution of each party will be determined after the project has been bid, constructed, and the final project costs have been tabulated. The final project costs will then be multiplied times the stated cost sharing percentages of 100.00% SWT and 0.00% CWSA.

22.b SWT position is they can not justify paying 100% for upgrading the Upper Jordan Creek Interceptor when they are only using a portion of the Interceptor and requested the CWSA look for an alternative reasonable and justifiable cost sharing approach. After discussion and pursuant to the Agreements in place between CWSA and SWT, it was decided to look at the ratio between the cost for which a 16" diameter relief line would cost SWT vs the cost to replace the existing Upper and Lower Jordan Creek Interceptor with a 24" diameter or 30" diameter interceptor. SSM prepared a study dated June 9, 2005 attached hereto and labeled as "Exhibit D". The study was reviewed and approved by Pidcock which basically states the following:

SWT installs a 8,468 LF 16" DIP relief line	Total Estimated Project Costs	-- \$1,852,375.00
Replace 8,468 LF 24" DIP interceptor	Total Estimated Project Costs	\$2,646,250.00
Replace 8,468 LF 30" DIP interceptor	Total Estimated Project Costs	\$3,175,500.00

Utilizing the above information the following percentages can be established:

16" relief line to 24" replacement interceptor	$\$1,852,375.00 / \$2,646,250.00 \times 100 = 70.00\%$
16" relief line to 30" replacement interceptor	$\$1,852,375.00 / \$3,175,500.00 \times 100 = 58.33\%$

22.c SWT agreed to the methodology of how the percentages were determined, however stated pursuant to the SSM study, flows originating from SWT only caused 7,130 LF of interceptor to become hydraulically overloaded and therefore under the terms of the existing Agreements, SWT should only be responsible for the installation of 7,130 LF of interceptor. Following the same methodology the following can be determined;

SWT installs a 7,130 LF 16" DIP relief line	Total Estimated Project Costs	\$1,559,750.00
Replace 8,468 LF 24" DIP interceptor	Total Estimated Project Costs	\$2,646,250.00
Replace 8,468 LF 30" DIP interceptor	Total Estimated Project Costs	\$3,175,500.00

Utilizing the above information the following percentages can be established:

16" relief line to 24" replacement interceptor	$\$1,559,750.00 / \$2,646,250.00 \times 100 = 59.94\%$
16" relief line to 30" replacement interceptor	$\$1,559,750.00 / \$3,175,500.00 \times 100 = 49.12\%$

## **2005 AGREEMENT EXHIBIT F**

### **Add the following Paragraph**

22.d At the writing of, and prior to the execution of this Agreement, it has not been determined by CWSA what pipe material, pipe diameter or length of interceptor will be replaced to increase the average daily and peak carrying capacity of both the Upper and Lower Jordan Creek Interceptor. Regardless of what pipe material or length of interceptor the CWSA ultimately decides to construct, SWT's contribution to the project will be 59.94% of the total Project Costs if 24" diameter pipe is used or 49.12% of the total Project Costs if 30" diameter pipe is used. For the purpose of this paragraph Total Project Costs is defined as the sum of the Original Contract Price as bid, Change Order additions and /or deletions, plus soft costs included but not limited to Engineering Costs, Legal Costs, Right of Way Costs, or Administrative Costs which may be required in the construction and completion of this project

### **Add the following Paragraph**

22.e It is expressly agreed to by CWSA and SWT the percentages of SWT's contribution as specified above have absolutely no correlation to the amount of average daily and peak carrying capacity SWT will have in the Upper Jordan Creek Interceptor. These percentages have not been calculated as a function of SWT's average daily or peak discharge capacity vs the as built average daily or peak discharge capacity of the interceptor line constructed and SWT shall not make any claim for additional capacity on the basis of what percentage of the project cost for which SWT has paid. After the capacity upgrade improvements have been constructed and payment by SWT to the CWSA an amount as previously set forth in paragraph 22.b, SWT shall have the right to discharge a total average daily capacity of 231,200 GPD and peak discharge capacity of 578,000 GPD through the Upper Jordan Creek Interceptor.

### **Add the following Paragraph**

22.f Method and time of Payment. SWT agrees to make project progress payments to the CWSA, as the project progresses. Progress payments shall be paid within 30 days after receipt of an invoice as prepared by the CWSA and submitted to SWT.

## **LOWER JORDAN CREEK INTERCEPTOR CONDITIONS**

### **Negotiations Paragraph 26.a through 26.f**

26.a SWT agrees to pay 89.00% of the required project cost upgrade. CWSA's contribution for the required upgrade will be 11.00%. At the writing of this Agreement the project costs are estimated at \$1,539,687.50. It is recognized by the parties the amount of \$1,539,687.50 is only an estimate and the amount of contribution by each party will be determined after the project has been bid, constructed, and the final project costs have been tabulated. The final project costs will then be multiplied times the stated cost sharing percentages of 89.00% SWT and 11.00% CWSA.

## 2005 AGREEMENT EXHIBIT F

26.b SWT position is they can not justify paying 89% for upgrading the Lower Jordan Creek Interceptor when they are only using a portion of the Interceptor and requested the CWSA look for an alternative reasonable and justifiable cost sharing approach. After discussion and pursuant to the Agreements in place between CWSA and SWT, it was decided to look at the ratio between the cost for which a 16" diameter relief line would cost SWT vs the cost to replace the existing Upper and Lower Jordan Creek Interceptor with a 24" diameter or 30" diameter interceptor. SSM prepared a study dated June 9, 2005 attached hereto and labeled as "Exhibit D". The study was reviewed and approved by Pidcock basically states the following:

SWT installs a 8,468 LF 16" DIP relief line	Total Estimated Project Costs	\$1,852,375.00
Replace 8,468 LF 24" DIP interceptor	Total Estimated Project Costs	\$2,646,250.00
Replace 8,468 LF 30" DIP interceptor	Total Estimated Project Costs	\$3,175,500.00

Utilizing the above information the following percentages can be established:

16" relief line to 24" replacement interceptor	$\$1,852,375.00 / \$2,646,250.00 \times 100 = 70.00\%$
16" relief line to 30" replacement interceptor	$\$1,852,375.00 / \$3,175,500.00 \times 100 = 58.33\%$

26.c SWT agreed to the methodology of how the percentages were determined, however stated pursuant to the SSM study, flows originating from SWT only caused 7,130 LF of interceptor to become hydraulically overloaded and therefore under the terms of the existing Agreements, SWT should only be responsible for the installation of 7,130 LF of interceptor. Following the same methodology the following can be determined;

SWT installs a 7,130 LF 16" DIP relief line	Total Estimated Project Costs	\$1,559,750.00
Replace 8,468 LF 24" DIP interceptor	Total Estimated Project Costs	\$2,646,250.00
Replace 8,468 LF 30" DIP interceptor	Total Estimated Project Costs	\$3,175,500.00

Utilizing the above information the following percentages can be established:

16" relief line to 24" replacement interceptor	$\$1,559,750.00 / \$2,646,250.00 \times 100 = 59.94\%$
16" relief line to 30" replacement interceptor	$\$1,559,750.00 / \$3,175,500.00 \times 100 = 49.12\%$

### Add the following Paragraph

26.d At the writing of, and prior to the execution of this Agreement, it has not been determined by CWSA what pipe material, pipe diameter or length of interceptor will be replaced to increase the average daily and peak carrying capacity of both the Upper and Lower Jordan Creek Interceptor. Regardless of what pipe material or length of interceptor the CWSA ultimately decides to construct, SWT's contribution to the project will be 59.94% of the total Project Costs if 24" diameter pipe is used or 49.12% of the total Project Costs if 30" diameter pipe is used. For the purpose of this paragraph Total Project Costs is defined as the sum of the Original Contract Price as bid, Change Order additions and /or deletions, plus

## **2005 AGREEMENT EXHIBIT F**

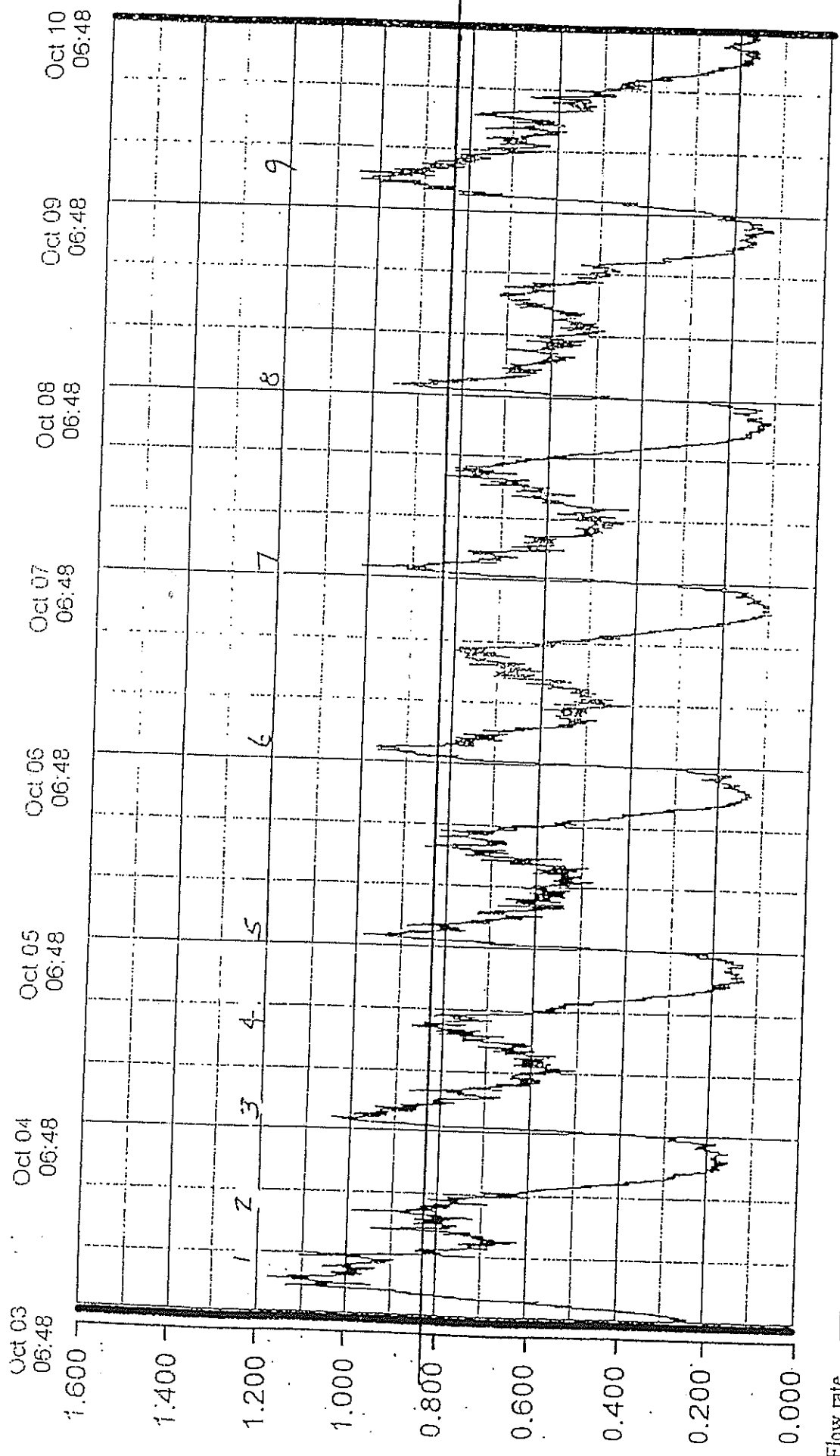
soft costs included but not limited to Engineering Costs, Legal Costs, Right of Way Costs, or Administrative Costs which may be required in the construction and completion of this project

### **Add the following Paragraph**

26.e It is expressly agreed to by CWSA and SWT the percentages of SWT's contribution as specified above have absolutely no correlation to the amount of average daily and peak carrying capacity SWT will have in the Lower Jordan Creek Interceptor. These percentages have not been calculated as a function of SWT's average daily or peak discharge capacity vs the as built average daily or peak discharge capacity of the interceptor line constructed and SWT shall not make any claim for additional capacity on the basis of what percentage of the project cost for which SWT has paid. After the capacity upgrade improvements have been constructed and payment by SWT to the CWSA an amount as previously set forth in paragraph 22.b, SWT shall have the right to discharge a total average daily capacity of 559,200 GPD and peak discharge capacity of 1,398,000 GPD through the Lower Jordan Creek Interceptor.

### **Add the following Paragraph**

26.f Method and time of Payment. SWT agrees to make project progress payments to the CWSA, as project progresses. Progress payments shall be paid within 30 days after receipt of an invoice as prepared by the CWSA and submitted to SWT.



Flow rate  
in  
MGD

Close

MS 53

Left Slider Value

0.252 MGD

277141 KGAL

Right Slider Value

0.170 MGD

278993 KGAL

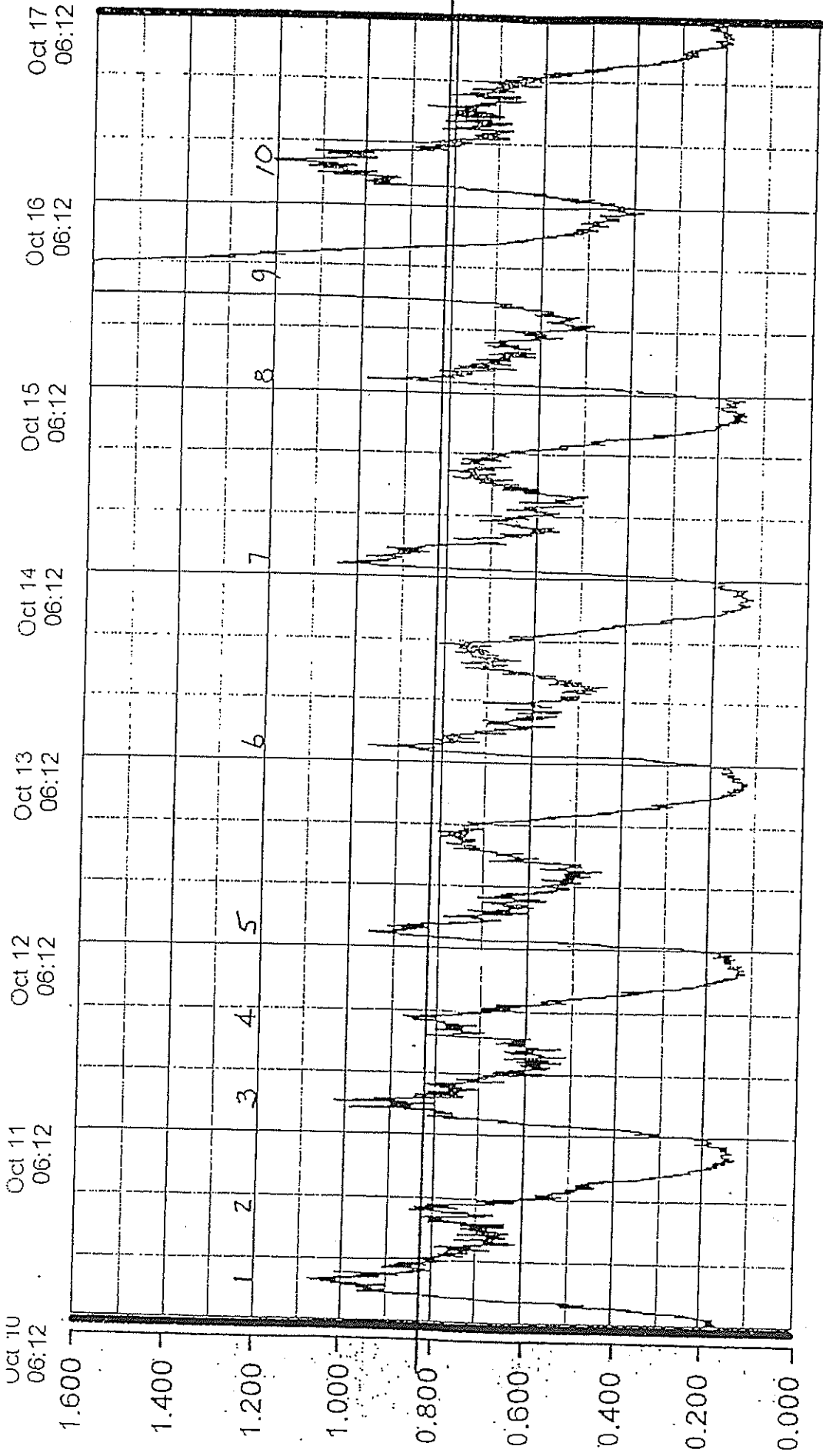
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Total Between Sliders

1852 KGAL

JENNIFER STREET

NOV 15 2004



Close

**MIS 53**

Flow rate in MGD

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Right Slider Value: 0.204 MGD, 281073 KGAL

Total Between Sliders: 2082 KGAL

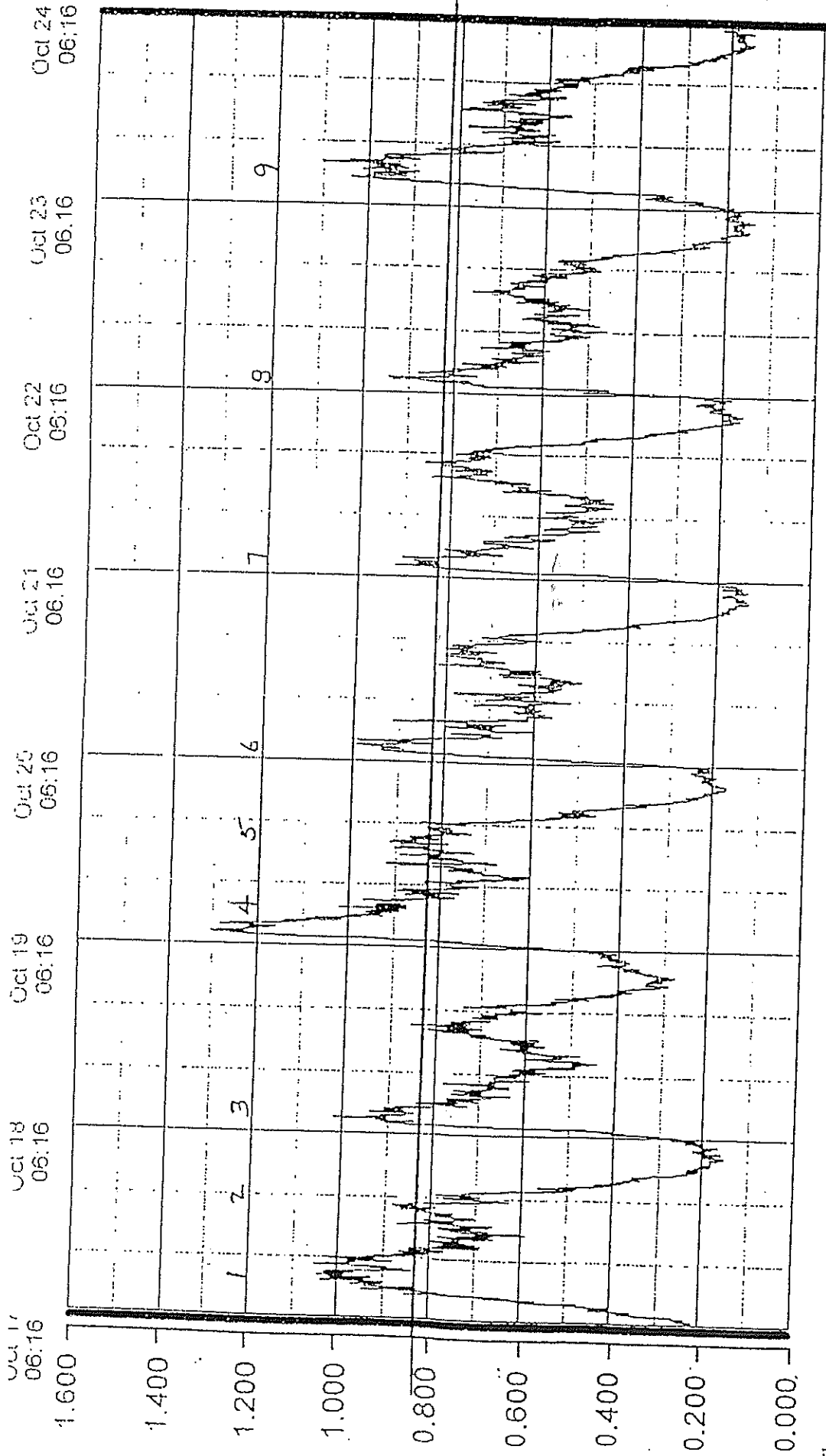
Print Trend

JOWAN STREET

NOV 15 2004

City of ... Authority





Flow rate  
in  
MGD

Close

**M53**

Left Slider Value

0.227 MGD

281073 KGAL

Total Between Sliders

1978 KGAL

Right Slider Value

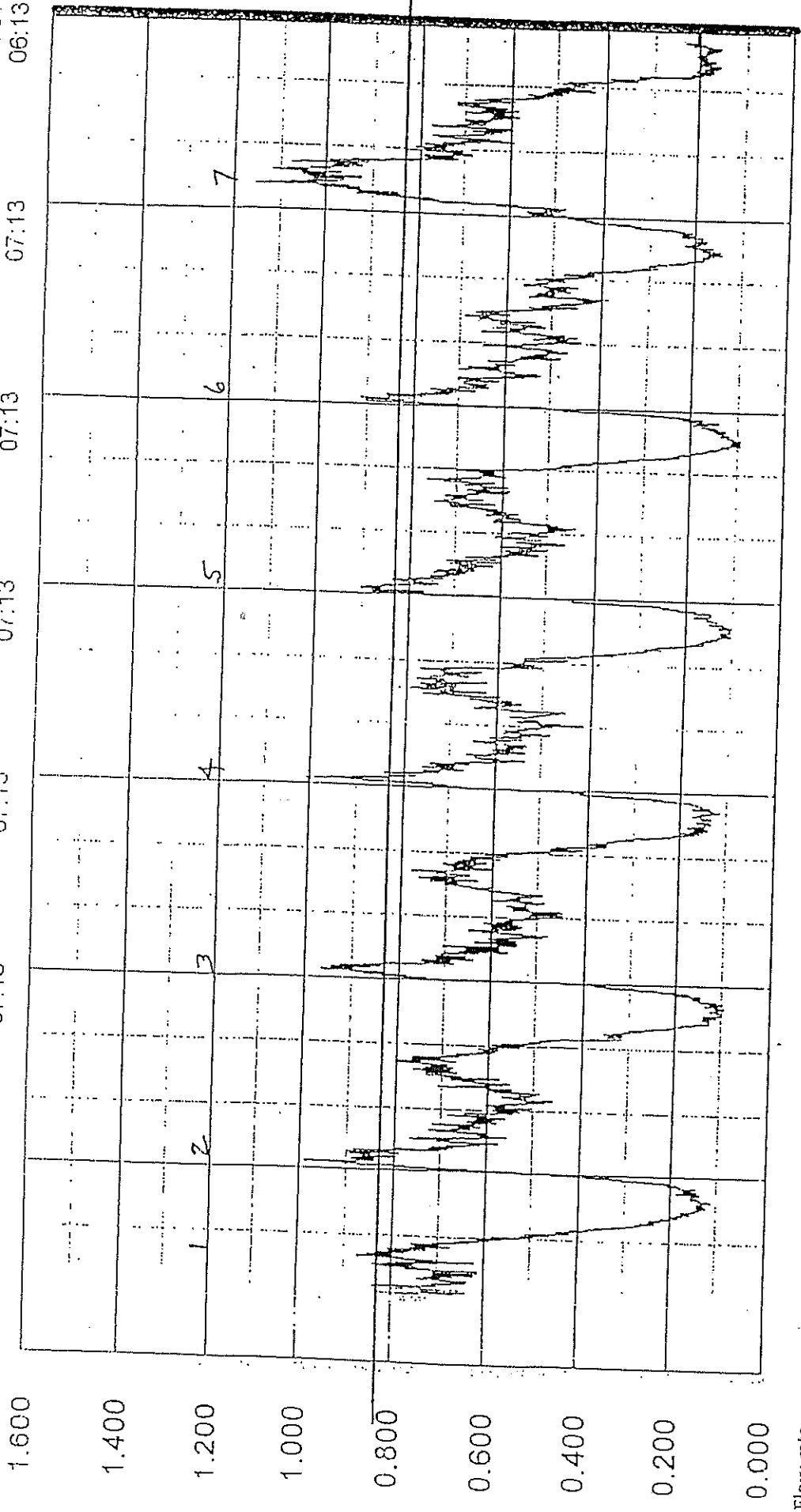
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283051 KGAL

Print Trend

*Downhill Street*

Oct 25 07:13  
 Oct 26 07:13  
 Oct 27 07:13  
 Oct 28 07:13  
 Oct 29 07:13  
 Oct 30 07:13  
 Oct 31 06:13



Flow rate in MGD

Close

Left Slider Value

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283053 KGAL

Right Slider Value

Unavail MGD  
Unavail KGAL

Total Between Sliders

-283053 KGAL

MS 53

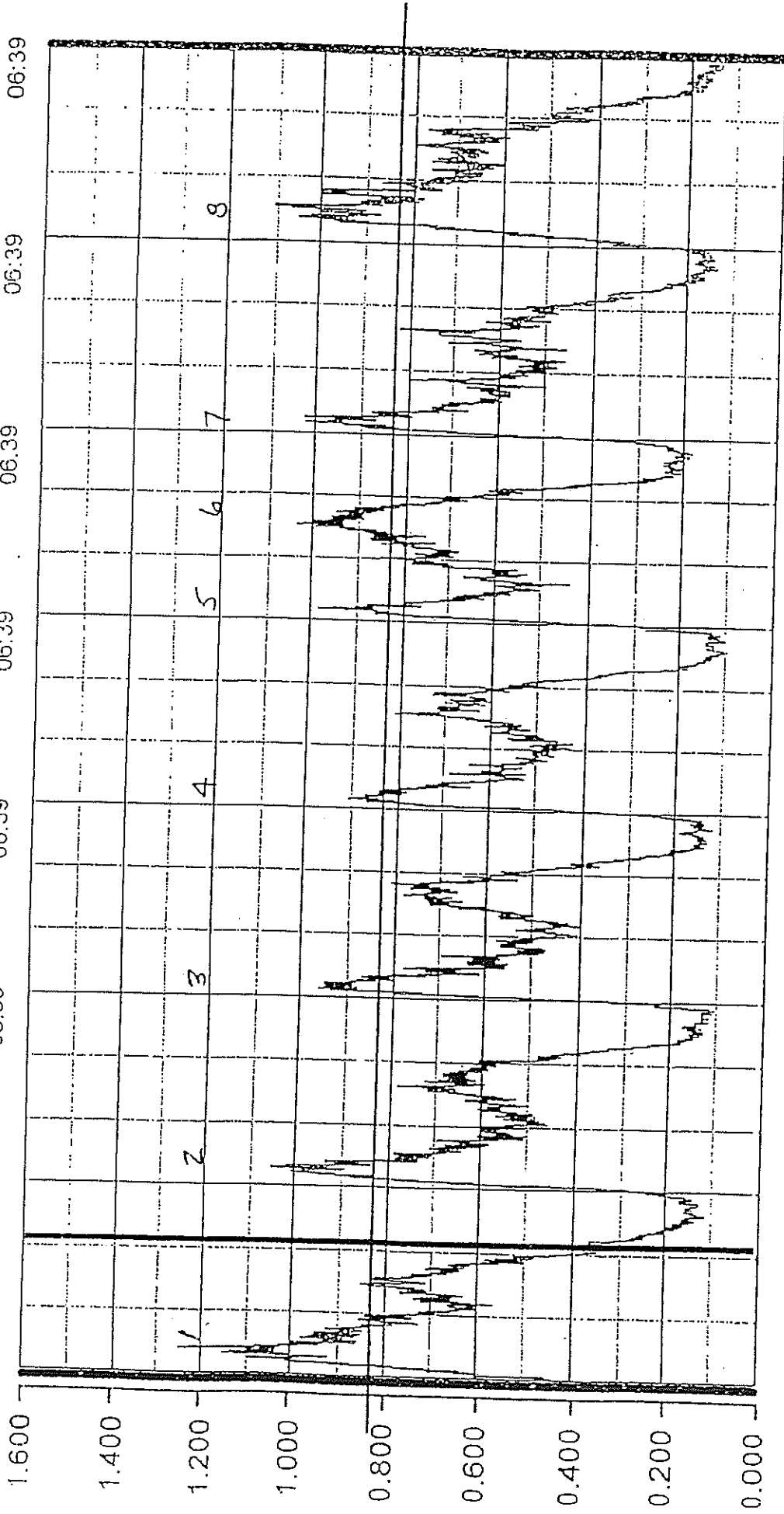
Print Trend

JONATHAN S-246T

NOV 15 2004

06:13

NOV 01 06:39  
 NOV 02 06:39  
 NOV 03 06:39  
 NOV 04 06:39  
 NOV 05 06:39  
 NOV 06 06:39  
 NOV 07 06:39



Flow rate in MGD

Close

MS 53

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Right Slider Value  
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 286677 KGAL

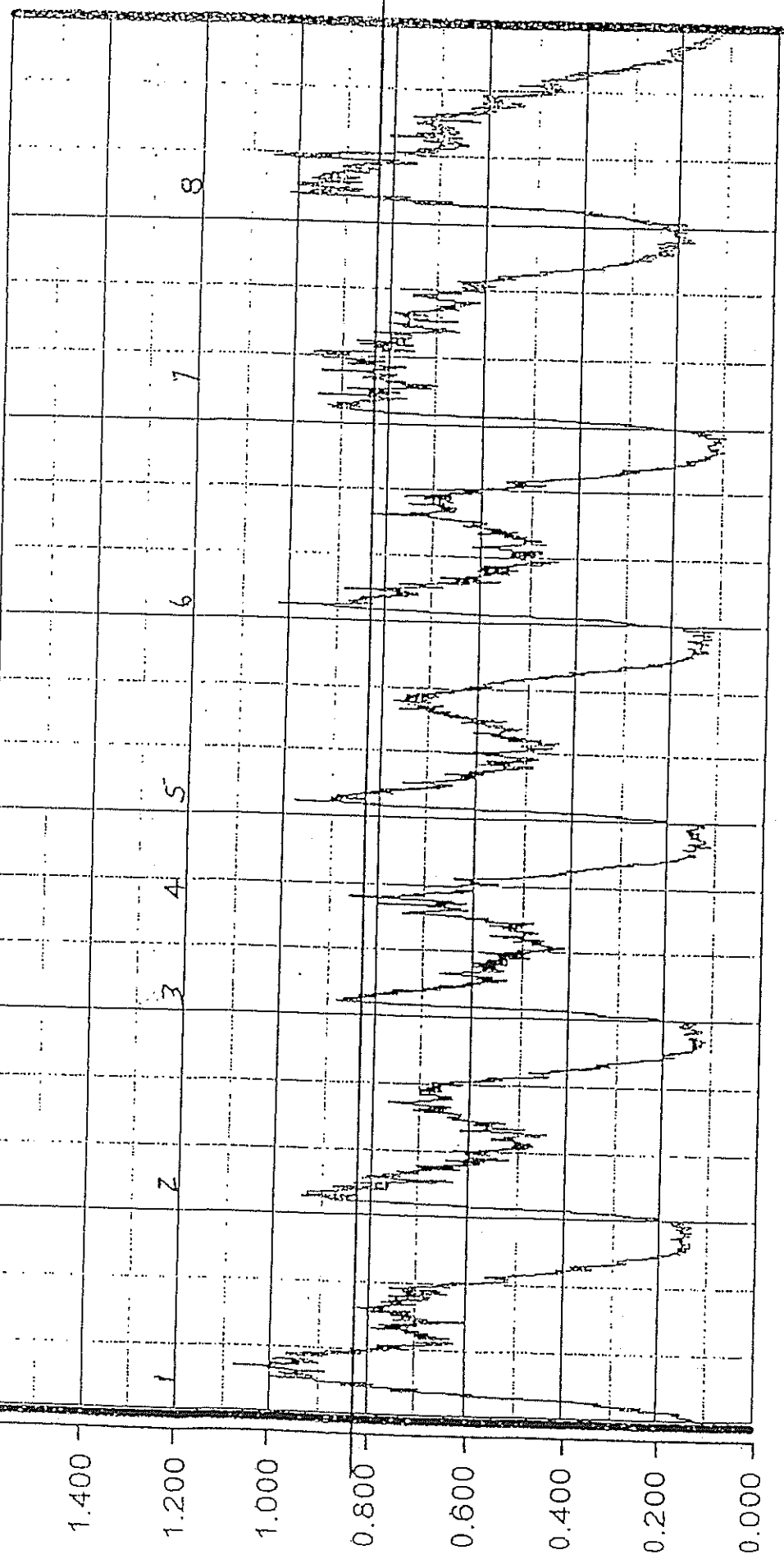
Print Trend

*Township Street*

Coplay - White-Ht. Sewer Authority

RECEIVED  
 DEC 07 2004  
 RECEIVED

NOV 01 05:59  
NOV 02 05:59  
NOV 03 05:59  
NOV 04 05:59  
NOV 05 05:59  
NOV 06 05:59  
NOV 07 05:59  
NOV 08 05:59  
NOV 09 05:59  
NOV 10 05:59  
NOV 11 05:59  
NOV 12 05:59  
NOV 13 05:59  
NOV 14 05:59



Flow rate  
in  
MGD

Close

MIS 53

Left Slider Value

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Right Slider Value

0.153 MGD  
288483 KGAL

Total Between Sliders

1806 KGAL

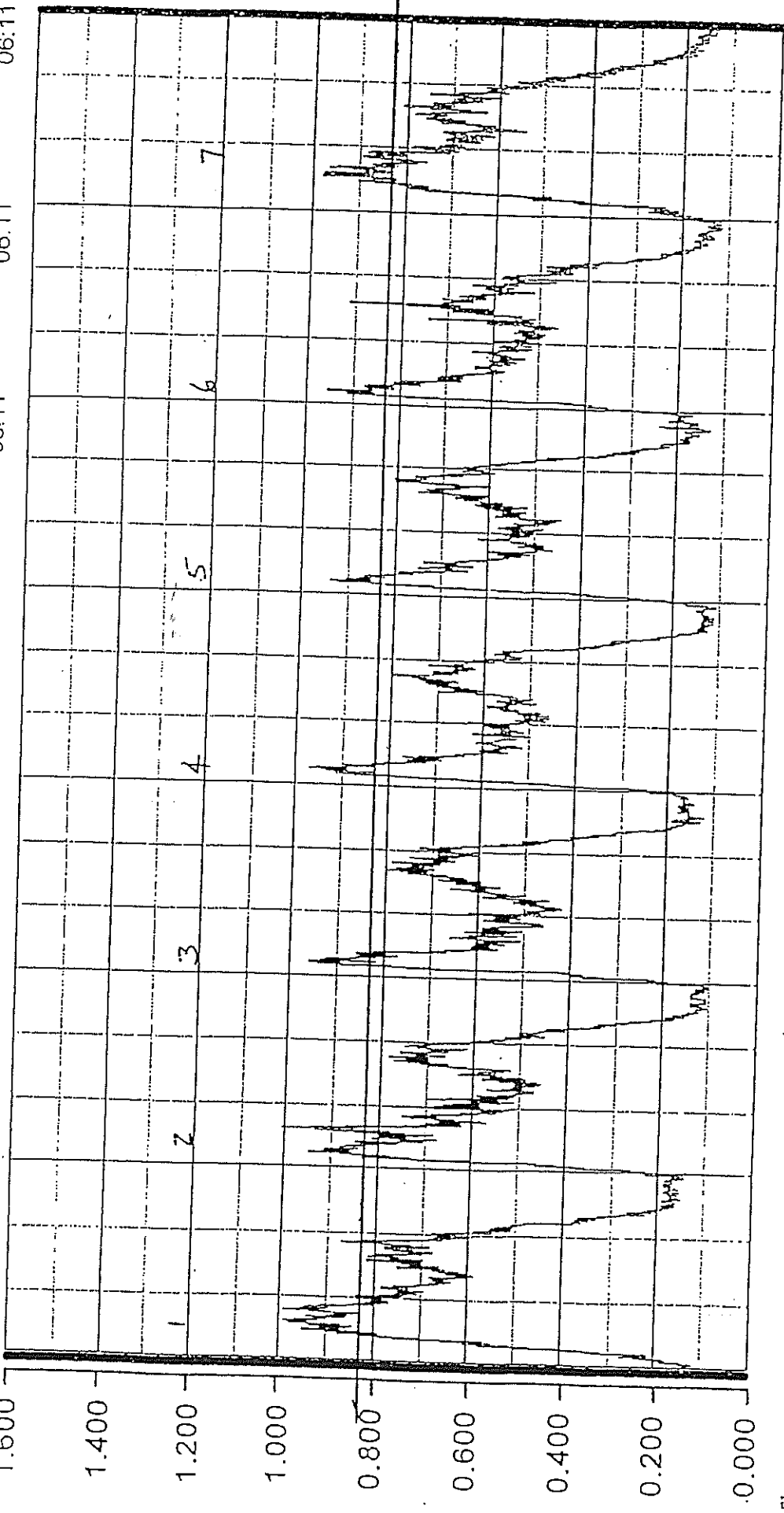
Print Trend

*Jonathan Street*

Copyright - WinCC - Oracle Corporation

RECEIVED  
DEC 07 2004  
RECEIVED

NOV 17 06:11 NOV 18 06:11 NOV 19 06:11 NOV 20 06:11 NOV 21 06:11



Close

MIS 53

Left Slider Value

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288484 KGAL

Right Slider Value

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290241 KGAL

Total Between Sliders  
1757 KGAL

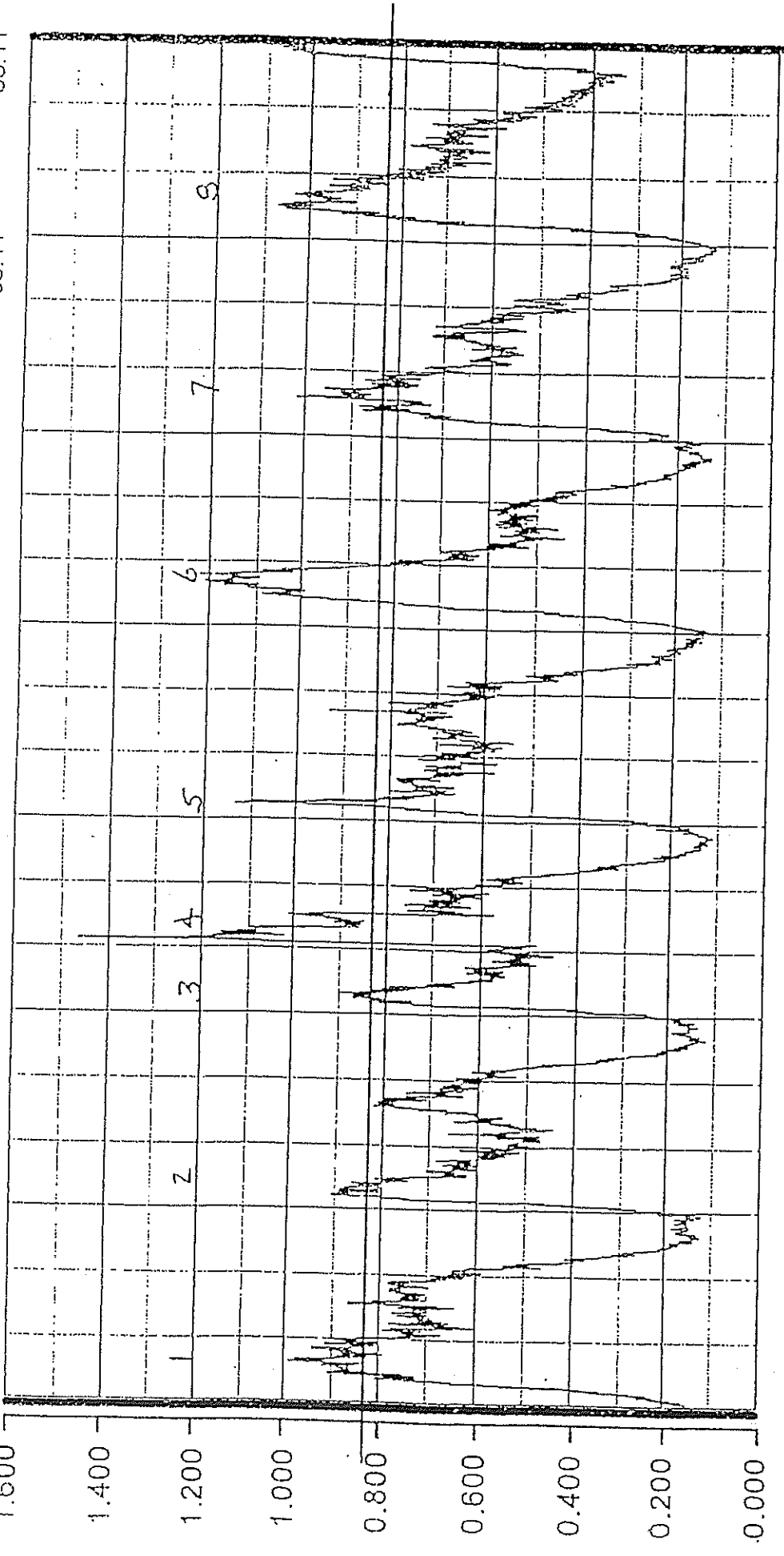
Print Trend

JONATHAN STREET

Copley - with... authority

RECEIVED  
DEC 07 2004  
RECEIVED

NOV 21 06:11 NOV 22 06:11 NOV 23 06:11 NOV 24 06:11 NOV 25 06:11 NOV 27 06:11 NOV 28 06:11



Flow rate  
in  
MGD

Close

MS 53

Left Slider Value

0.148 MGD

290241 KGAL

Total Between Sliders

1930

KGAL

Right Slider Value

1.591

MGD

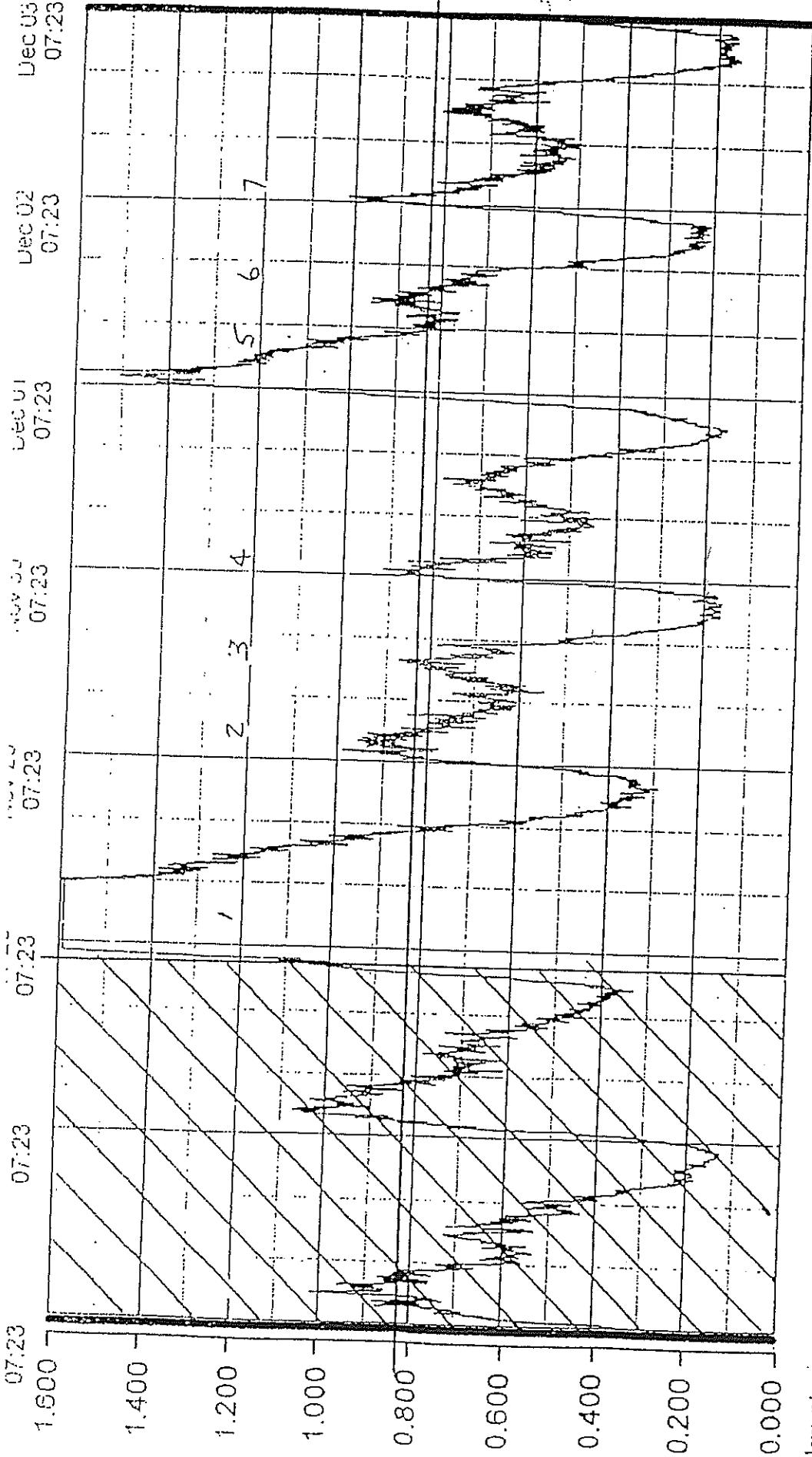
292171

KGAL

Print Trend

JENNIFER STREET

Coplay - Whitehall Sewer Authority  
**RECEIVED**  
 DEC 07 2004  
**RECEIVED**



low rate  
in  
MGD

Close

**MS 53**

Left Slider Value  
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291591 KGAL

Right Slider Value

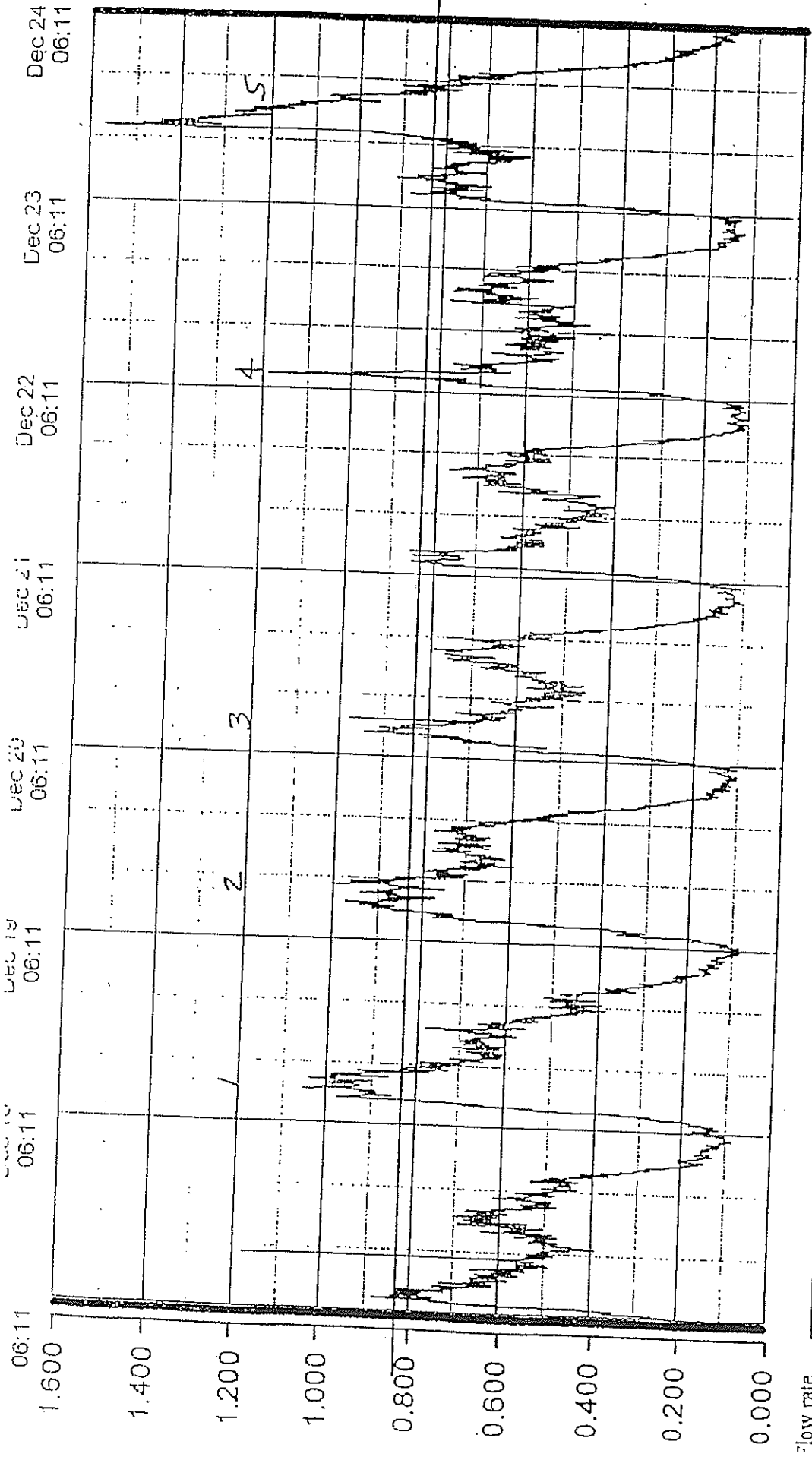
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293995 KGAL

Total Between Sliders  
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1 2 3 4 5 6 7



Left Slider Value	Right Slider Value
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297745 KGAL	299543 KGAL
Total Between Sliders 1798 KGAL	

Print Trend

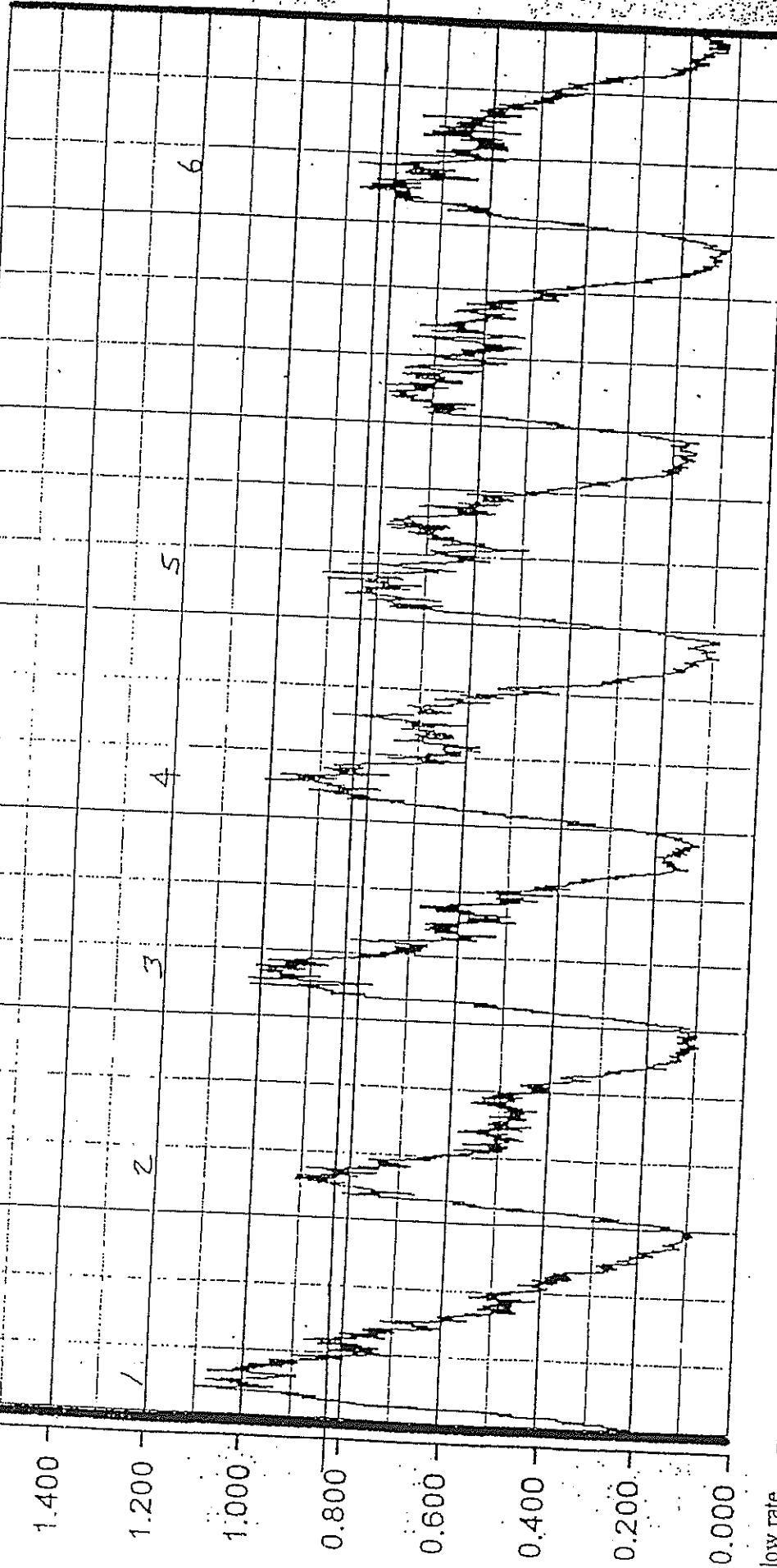
Close

MS 53

Flow rate in MGD



06:58 09:58 06:58 06:58 06:58 06:58 06:58 06:58 06:58 06:58 06:58 06:58 06:58 06:58 06:58 06:58 06:58 06:58 06:58 06:58



Close

MIS 53

Left Slider Value

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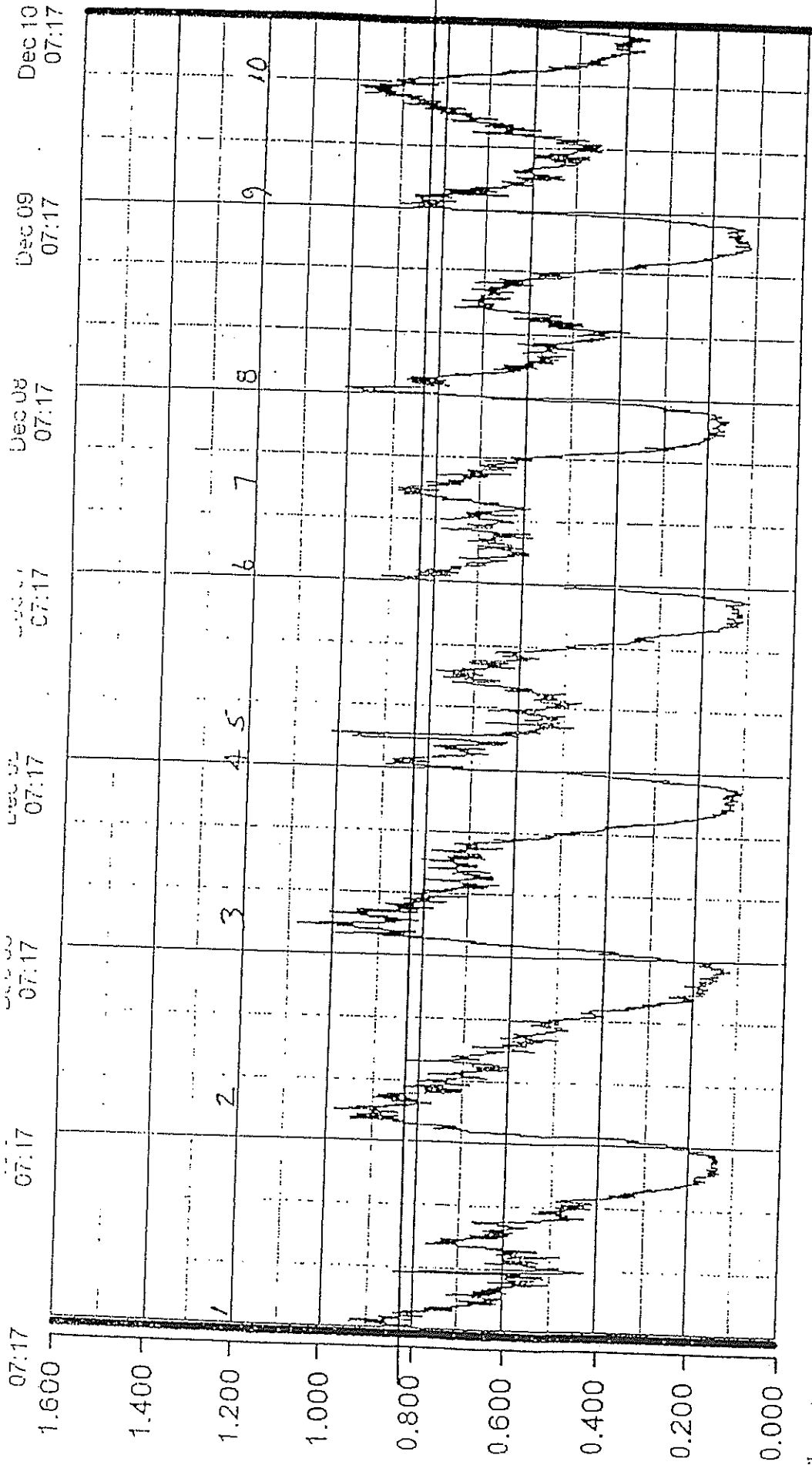
Right Slider Value

0.181 MGD  
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Total Between Sliders

1740 KGAL

Print Trend



Flow rate  
in  
MGD

Close

MS 53

Left Slider Value

0.816 MGD  
293995 KGAL

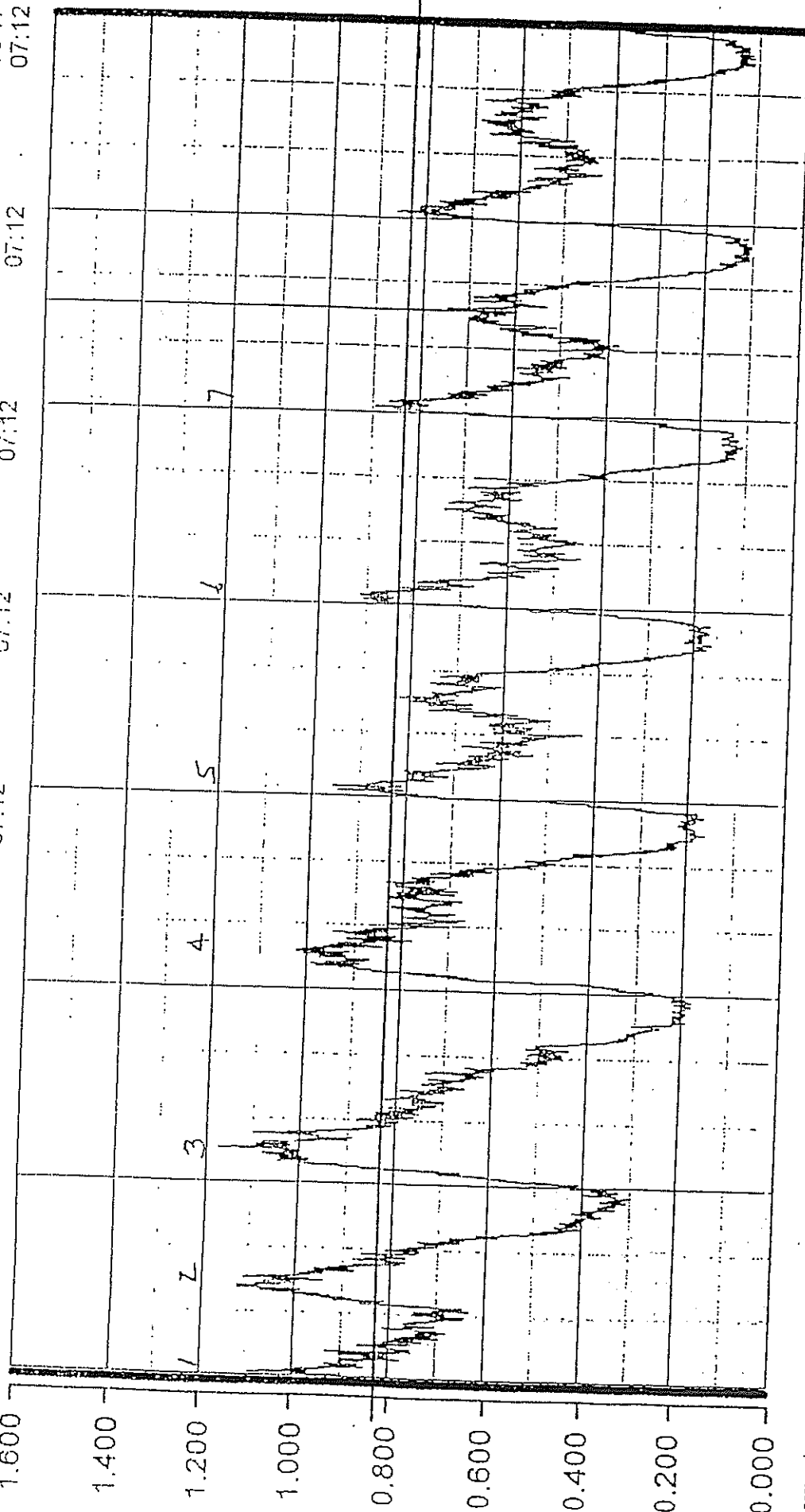
Right Slider Value

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Total Between Sliders  
1852 KGAL

Print Trend

07:12 07:12 07:12 07:12 07:12 07:12 07:12 07:12 07:12 07:12 07:12 07:12



Close

M53

Left Slider Value

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Right Slider Value

0.646 MGD  
297753 KGAL

Total Between Sliders  
1906 KGAL

Print Trend



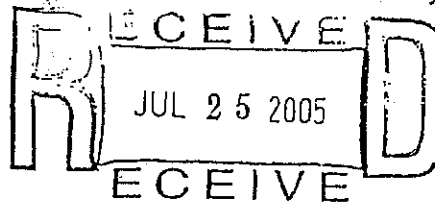
# FAX TRANSMITTAL

If you do not receive all of the pages, or copies are illegible, please call our office as soon as possible.

Page 1 of 2     Original document will follow by mail.  
                   Original document will not follow by mail.

Date: July 25, 2005  
To: Dave Harleman  
Fax #: 610-437-0696  
From: Carl Dicker  
Subject: SWT Agreement  
W.O. #: 100192.0002  
cc:

Conlay - Whitehall Sewer Authority



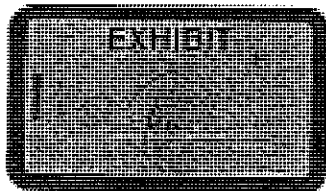
PER \_\_\_\_\_

Dave,

I've revised the construction cost calculations pursuant to our recent telephone conversation. Attached find a copy of those costs.

Should you have any other questions, please do not hesitate to contact our office.

Thanks,  
Carl



*This message is intended for the use of the person to whom it is addressed and may contain confidential information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the addressee or responsible for delivering this transmission to an addressee and have received this transmittal in error, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Please notify the sender immediately (610.433.4188).*

Attachment  
CWSA/SWT Jordan Creek Interceptor Cost Options

1. SWT installs a 16" DIP relief line for the JC interceptor only	7,130 L.F. @ \$175 /L.F. =	\$1,247,750
	Soft Costs = 25% =	\$311,938
	<b>TOTAL</b>	<b>\$1,559,688</b>
2. Replace existing interceptor with 24" DIP	8,468 L.F. @ \$250 /L.F. =	\$2,117,000
	Soft Costs = 25% =	\$529,250
	<b>TOTAL</b>	<b>\$2,646,250</b>
	Less SWT cost to install relief line	\$1,559,688
	<b>CWSA Pays difference =</b>	<b>\$1,086,563</b>
3. Replace existing interceptor with 30" DIP	8,468 L.F. @ \$300 /L.F. =	\$2,540,400
	Soft Costs = 25% =	\$835,100
	<b>TOTAL</b>	<b>\$3,175,500</b>
	Less SWT cost to install relief line	\$1,559,688
	<b>CWSA Pays difference =</b>	<b>\$1,615,813</b>



THE PIDCOCK COMPANY

LMK

CIVIL ENGINEERING AND LAND PLANNING ARCHITECTURE LAND SURVEYING

Oxford Drive at Fish Hatchery Road  
2451 Parkwood Drive Allentown, Pennsylvania 18103-9608  
Telephone: 610-791-2252  
Telefacsimile: 610-791-1256  
E-mail: info@pidcockcompany.com

TO: Blake C. Marles, Esq.  
Stevens & Lee

FAX 610-691-7175  
MAIL

FROM: Steven R. Henning

RECEIVED NOV 28 2005

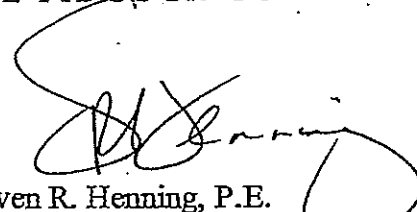
DATE: November 22, 2005

RE: South Whitehall Township Authority  
Coplay-Whitehall Sewer Authority Agreement

This transmission consists of 2 pages including this cover memorandum. If transmission is not complete or received in error, please contact this office at 610-791-2252.

The percentage on page 14 of 20 of the Agreement should be corrected as indicated.

THE PIDCOCK COMPANY



Steven R. Henning, P.E.  
Manager, Environmental Division

srh/laf

xc/enc: Mr. Gerald J. Gasda  
Mr. David A. Harleman  
John Stover, Esq.

1. The first part of the document

is a list of the names of the

members of the committee

and the names of the

members of the sub-

committee

and the names of the

members of the

committee

and the names of the

members of the

committee

2. The second part of the document

is a list of the names of the

members of the committee

and the names of the

members of the sub-

3. The third part of the document

is a list of the names of the

members of the committee

and the names of the

members of the sub-

committee

and the names of the



## 2005 AGREEMENT

by SWT to the CWSA an amount as hereinafter set forth in paragraph 22, SWT shall have the right to discharge a total average daily capacity of **231,200 GPD** and peak discharge capacity of **578,000 GPD** through the Upper Jordan Creek Interceptor.

22. Pursuant to paragraph 7 of the September 20, 1979 Agreement between CWSA and SWT, which states;

“Parties of the Second Part (Township of South Whitehall and South Whitehall Township Authority) collectively shall not surcharge the Jordan Creek Interceptor as may be determined by Coplay Whitehall. If Coplay Whitehall, in its sole and absolute judgment, determines that the said line is surcharged then in that event, the Parties of the Second Part shall build relief interceptor sewers of sufficient capacity to carry the total discharge originating within South Whitehall Township alone for any sections which may be surcharged, to be built at the sole cost and expense of the Parties of the Second Part”.

The entire combined length of the interceptor sewers in the Upper and Lower Jordan Creek Interceptor is 8,468 lineal feet. The Feasibility Study dated February 2005 indicates there is 7,130 lineal feet of interceptor lines in the Upper and Lower Jordan Creek Interceptor which are currently or will be surcharged in the future by flows originating from SWT based on ultimate build out conditions tributary to the Upper and Lower Jordan Creek Interceptor. It is mutually agreed by CWSA and SWT that replacing the existing interceptor with larger diameter pipes, collectively, as a joint project, is the preferred method to address current and future carrying capacity requirements; as opposed to SWT constructing a separate parallel relief interceptor to address the 7,130 lineal feet for which they are obligated to provide relief. SSM prepared a 2<sup>nd</sup> study dated July 25, 2005 attached hereto and labeled as “Exhibit G”. The study was reviewed and approved by Pidcock which states the following:

SWT installs a 7,130 LF 16” DIP relief line	Total Estimated Project Costs	\$1,559,750.00
Replace 8,468 LF 24” DIP interceptor	Total Estimated Project Costs	\$2,646,250.00
Replace 8,468 LF 30” DIP interceptor	Total Estimated Project Costs	\$3,175,500.00

Utilizing the above information the following percentages can be established:

16” relief line to 24” replacement interceptor	$\$1,559,750.00 / \$2,646,250.00 \times 100 = 59.94\%$
16” relief line to 30” replacement interceptor	$\$1,559,750.00 / \$3,175,500.00 \times 100 = 49.12\%$

At the writing of, and prior to the execution of this Agreement, it has not been determined by CWSA what pipe material, pipe diameter or length of interceptor will be replaced to increase the average daily and peak carrying capacity of both the Upper and Lower Jordan Creek Interceptor. Regardless of what pipe material or length of interceptor the CWSA ultimately decides to construct, SWT’s contribution to the project will be 59.94% of the total Project Costs if 24” diameter pipe is used or 49.12% of the total Project Costs if 30” diameter pipe is used. For the purpose of this paragraph Total Project Costs is defined as the sum of the Original Contract Price as bid, Change Order additions and /or deletions, plus soft costs included but not limited to Engineering Costs, Legal Costs, Right of Way Costs, or Administrative Costs which may be required in the construction and completion of this project.

The first part of the document discusses the importance of maintaining accurate records and the role of the auditor in this process. It highlights the need for transparency and accountability in financial reporting.

Secondly, the document addresses the challenges faced by auditors in the current economic environment. It notes the increasing complexity of transactions and the need for advanced auditing techniques.

Thirdly, the document explores the impact of technology on auditing. It discusses how digital tools and data analytics are being used to improve the efficiency and effectiveness of audit procedures.

Finally, the document concludes by emphasizing the importance of continuous professional development for auditors. It suggests that staying updated on industry trends and regulations is essential for maintaining high standards of practice.

In conclusion, the document provides a comprehensive overview of the current state of auditing and offers practical insights into how auditors can adapt to the challenges of the future.

The author believes that a strong focus on ethics and integrity is crucial for the success of the auditing profession. It is the responsibility of auditors to ensure that the public interest is always at the forefront of their work.

Thank you for your attention to this important topic. I hope these findings provide valuable information for all stakeholders in the auditing industry.

***Agreements with City of Allentown***

A G R E E M E N T

THIS AGREEMENT, made this *20th* day of *November*, 1962, by and between the CITY OF ALLENTOWN, a municipal corporation of the third class of the Commonwealth of Pennsylvania, domiciled by law in the County of Lehigh, Party of the First Part, hereinafter referred to as "City", AND the TOWNSHIP OF SOUTH WHITEHALL, a second class township, a political subdivision of the Commonwealth of Pennsylvania, domiciled by law in the County of Lehigh, Parties of the Second Part, hereinafter referred to as "Township".

WHEREAS, the City of Allentown has established and has in operation a sewage treatment plant located along the Lehigh River in the said City at a point near the place where the Little Lehigh River flows into the Lehigh River; and

WHEREAS, the Township of South Whitehall is about to construct a sewage collection system for a portion of the said Township; and

WHEREAS, it is in the public interest and advantage of the citizens of both the City and the Township that the Township sewage collection system be connected to the City's sewage collection system and treatment plant.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained the parties hereto intending to be legally bound hereby agree to and with each other as follows:

SECTION 1. The City of Allentown hereby grants the Township of South Whitehall the perpetual right to discharge the sewage collected within a portion of the Township of South Whitehall, which is bounded generally on the East by Cedar Crest Boulevard (Legislative Route No. 557); on the South by Pennsylvania State High Legislative Route No. 157; on the West by Pennsyl-

vania State Highway Legislative Route No. 781; and on the North by Tilghman Street extension (Legislative Route No. 443), City line and the northern extremity of Parkway Manor, as is specifically shown on plan attached hereto and marked "Exhibit A", for treatment and disposal as hereinafter set forth into the sewerage works of the City of Allentown.

SECTION 2. The City of Allentown agrees perpetually to treat and dispose of such sewage in a manner approved by the Pennsylvania Department of Health and in accordance with the terms and provisions hereinafter set forth.

SECTION 3. The City shall and hereby does grant and convey to the Township, its successors and assigns, a perpetual right-of-way and easement, in, upon, over, under, through and across its land at a point South of Parkway Boulevard and East of Cedar Crest Boulevard (Legislative Route 557) extending from the Eastern right-of-way of said Cedar Crest Boulevard to an existing manhole at final station 180 + 23.3 also known as station 180 + 27 in the Little Lehigh Trunk Section 5 of the City's sanitary sewer system, to construct, lay, operate, maintain, repair and relay, a 21" interceptor sewer line, including any manholes, to connect with the existing manhole of the City at said station 180 + 23.33 also known as station 180 + 27, and further, to change the size of, install an additional line and replace or remove such part of its line with the approval and consent of the City as the Township may from time to time require for the transportation of sewage into the sewerage system of the City, together with the right of ingress, egress and regress, in, along, over and across said lands of the City for the purpose of exercising the right herein granted, to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface; the said right-of-way and easement shall, never-

theless, be limited to the following area:

ALL THAT CERTAIN tract of land located south of Parkway Boulevard and east of Cedar Crest Boulevard (L.R. 557) in the Seventeenth Ward of the City of Allentown, County of Lehigh, Commonwealth of Pennsylvania, being bounded and described as follows, to wit:

BEGINNING at a point in the centerline of a proposed South Whitehall Township Sanitary Sewer designated as Station 0+00, said point also being the manhole located at Station 180 ± 27 on the existing City of Allentown Little Lehigh Trunk Sanitary Sewer Line Section 5; thence along land of the City of Allentown, South 69° 16' 22" East 26.68 feet to a point in the centerline of the existing Sanitary Sewer of the City of Allentown; thence along land of the City of Allentown, South 62° 10' 38" West 187.41 feet to a point; thence along the eastern right-of-way line of Cedar Crest Boulevard (LR 557) (80 feet wide), by a curve to the right with a radius of 2824.93 feet (the chord bearing and distance being North 6° 36' 19" West 21.48 feet) for a distance of 21.48 feet to a point in the centerline of the proposed South Whitehall Township Sanitary Sewer at Station 1+61.99; thence continuing along the eastern right-of-way line of Cedar Crest Boulevard by a curve to the right with a radius of 2824.93 feet (the chord bearing and distance being North 6° 17' 56" West 10.75 feet) for a distance of 10.75 feet to a point; thence along land of the City of Allentown, North 62° 10' 38" East 153.67 feet to a point; thence along the centerline of the existing Sanitary Sewer of the City of Allentown, South 51° 28' 22" East 10.92 feet to the place of beginning.

CONTAINING 5090.1 square feet as shown on Plan 19/42 titled "Right of Way Survey, Cetronia Sanitary Sewer, Cedar Creek Interceptor Line, South Whitehall Township, Lehigh County, Pennsylvania," by Bascom and Sieger, Registered Engineers-Surveyors, Allentown, Pennsylvania, dated August 22, 1962, attached hereto and made a part hereof and marked Exhibit "B".

SECTION 4. The City agrees that should the Township, at a later date, require further added sewer capacity, for the said portion of the Township, it shall be provided under terms to be negotiated at the time between the City and the Township for the additional costs incurred by the City and in accordance with the Articles as herein agreed upon.

SECTION 5. The Township will install, maintain and operate, at its own expense, a sewage recording meter located

within the Township Sewage Metering Station near the boundary line of the Township to measure the flow discharge to the City works, said meter to be of a type approved by the City. The City shall and hereby does grant permission to the Township to install a 1" diameter galvanized steel water line leading from the Sewage Metering Station to the City's 8" diameter water line, leading from the City of Allentown Pump House to the 12" diameter water line connecting to the Schantz's Spring line. The City shall install the tap into 8" water line and install water meter in Metering Station.

SECTION 6. The Township agrees that the sewage discharged into the City collection system shall not contain storm water, roof or surface drainage, or any industrial waste, chemicals or other matter,

- (a) having a temperature higher than 150° F.;
- (b) containing more than 100 parts per million (p.p.m.) by weight of fat, oil, or grease;
- (c) containing any gasoline, benzene, naphtha, 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 sewage treatment plant;
- (f) having a "pH" as determined by consulting engineers for the City of Allentown (not lower than 6.0 nor higher than 9.0) or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the sewage treatment plant;
- (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 create any hazard in the receiving waters of the sewage treatment plant. Toxic wastes shall include wastes containing cyanide, copper and/or chromium ions;

- (h) containing total solids in such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;
- (i) containing noxious or malodorous gas or substances capable of creating a public nuisance,

unless otherwise permitted, authorized or approved by the City of Allentown and the Commonwealth of Pennsylvania or any duly constituted Board, Commission or Department thereof, provided, however, that at no time shall more stringent or higher standards with respect to the contents or components of sewage be required of the Township of South Whitehall than are required with respect to sewage from other sources treated by the City of Allentown.

SECTION 7. The City of Allentown agrees to keep and maintain its existing sewage treatment plant at all times in good repair and operating condition and of sufficient capacity for the purposes of this agreement.

SECTION 8. The Township shall pay to the City or its successors or assigns for the rights, privileges and benefits herein provided for as follows:

During the first five (5) years of this agreement at the rate of 140 mills per 1000 gallons discharged by the Township through the recording meter heretofore described. This rate shall be reviewed every five (5) years during the period of this agreement and rate revisions either downward or upward shall be made to reflect actual cost conditions as they are then determined. Any such revision shall be subject to the approval of both the City and the Township.

With reference to the review and revision of rates as proposed every five (5) years, the items entered into the base for this revision shall be the following:

#### SEWAGE PLANT OPERATION

- a. Salaries and Wages
- b. Materials and Supplies
- c. Repairs to Plant
- d. Fuel and Light
- e. Electric Power
- f. Equipment
  - 1. Maintenance and Repair
  - 2. Operation - Motor Equipment
  - 3. Purchase of minor equipment



- g. Maintenance of trunk sewer through which Township sewage flows.

STATE AND FEDERAL AID

All State and Federal aid grants received by the City for the construction of the City trunk sewer and any enlargement to the City treatment plant shall be reflected in the actual cost used in determining the Township sewer rate.

SECTION 9. Meter records and access to meter installation herein provided for shall be made available to the City upon request therefor to the Township. The record of sewage flow through the recording meter operated and maintained by the Township will be forwarded to the City on or before the fifth (5th) day of the first month of each quarter showing the total and daily sewage flows discharged during the previous month.

In the event of failure of the Township sewage meter repairs will be made as soon as practicable. In the case of missing flow records due to faulty meter registration or otherwise, an estimate of flows will be made for purposes of determining charges by the City. This estimate will be based on an evaluation of past flow records as applied to present conditions and as reviewed and approved by the Township and the City.

SECTION 10. The Township covenants and agrees at all times to use all reasonable methods and due diligence to prevent the discharge into the public sewerage system of any waste, industrial or otherwise, which is dangerous to the public health and safety or in violation of any of the restrictions set forth in Section 6 of this agreement.

SECTION 11. The Township further agrees to enact and enforce ordinances, rules and regulations governing sewer connections and the admission of sewage into the sewers, which ordinances, rules and regulations shall conform with existing ordinances, rules and regulations of the City and further agrees to

enact and enforce additional ordinances, rules and regulations to conform with future ordinances, rules and regulations adopted by the City to govern the admission of sewage into the City sanitary sewer system. However, if the City permits exceptions to its rules and regulations, the same exceptions shall be permitted to be made by the Township Supervisors upon the showing of a hardship, the City to be notified of all proposed exceptions. A copy of all plans, ordinances, rules and regulations shall be submitted by the Township, in triplicate, to the City; duplicate tracings of completed sewers shall also be provided to the City.

SECTION 12. The Township covenants and agrees to cooperate with the City in every respect in fulfilling the terms of this agreement and will, whenever requested by the City, obtain samples of sewage discharged into the Township sewer facilities for the purpose of analysis by the City, its officers, agents and employees. In the event that an analysis of any of the Township's sewage waste determines that such sewage waste requires special treatment at the City's treatment plant, the Township agrees to pay to the City the actual cost of such special sewage treatment, or provide pre-treatment prior to discharge to the City system, as may be agreed upon.

SECTION 13. The Township agrees to keep and maintain its sewerage system at all times in good repair and operating condition.

The Township shall have the right to discharge a maximum of 1.5 million gallons of sewerage into the City system per day from the drainage area as shown on Exhibit "A", subject, however, that if at any time after a daily flow of 500,000 gallons has been reached it becomes necessary to increase the capacity of the present sewage treatment plant, the Township agrees to contribute its share thereto based on its anticipated

sewage discharge over 500,000 gallons per day. At such time as this may become necessary, the Township may request the City to accept sewage from other sections of the Township in determining its anticipated daily flow.

Should the Township desire to service an area beyond that shown in the drainage area as shown on Exhibit "A", the written approval of the City must first be had and obtained.

SECTION 14. It is further agreed that if any dispute arises between the City and the Township concerning terms, conditions and covenants of this agreement other than matters of which the Public Utility Commission of the Commonwealth of Pennsylvania has or may have jurisdiction, the same shall be submitted to a Board of Arbitrators composed of three (3) members, one to be selected by the City, one to be selected by the Township, and the third to be selected by two arbitrators thus chosen. The decision of the Arbitrators shall be a condition precedent to the right of any legal action. Should either party hereto fail to appoint such arbitrator within ten (10) days or in the event the two arbitrators so chosen are not able to agree on a third, then upon application to the Court of Common Pleas of Lehigh County, Pennsylvania, the Court shall appoint an arbitrator, which arbitrator shall act under the terms of this agreement with the same force and effect as if he had been specifically named herein. The cost of such arbitration shall be borne equally by the parties hereto.

SECTION 15. The Township agrees to indemnify and save harmless the City against all losses, costs or damages on account of any injury to persons or property occurring in the performance of this agreement due to the negligence of the Township, its servants, agents or employees or resulting in the failure of the

City sewage treatment plant and lines leading thereto to properly function due to the negligence of the Township, its servants, agents or employees.

SECTION 16. The City and the Township shall have the right and privilege at any time to assign and transfer this agreement to such authority as may be presently existing or hereinafter organized by either or both for the construction and operation of the sewage collection system in the Township and for the construction and operation of a sewage collection and treatment works in the City, and upon such assignment the assignee shall be subject to all of the obligations and shall be entitled to receive all the rights and benefits of this agreement. Such authority or authorities shall have the right and privilege at any time to assign back this agreement to the City or Township in which it was created.

SECTION 17. The effective date as to the charges provided for in this agreement shall be the date when the Township shall commence to discharge into the City trunk sewer.

SECTION 18. It is the general intent of this agreement that the Township shall have the privilege of discharging sewage from other areas of the Township into the Allentown Sewerage System in the future on such terms and conditions as may be negotiated at times such requests are made to the City.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their appropriate officers thereunto duly authorized by resolution or ordinance and their respective seals to be hereunto affixed the day and year first above written.

CITY OF ALLENTOWN

By: John J. Gross  
Mayor

ATTEST:

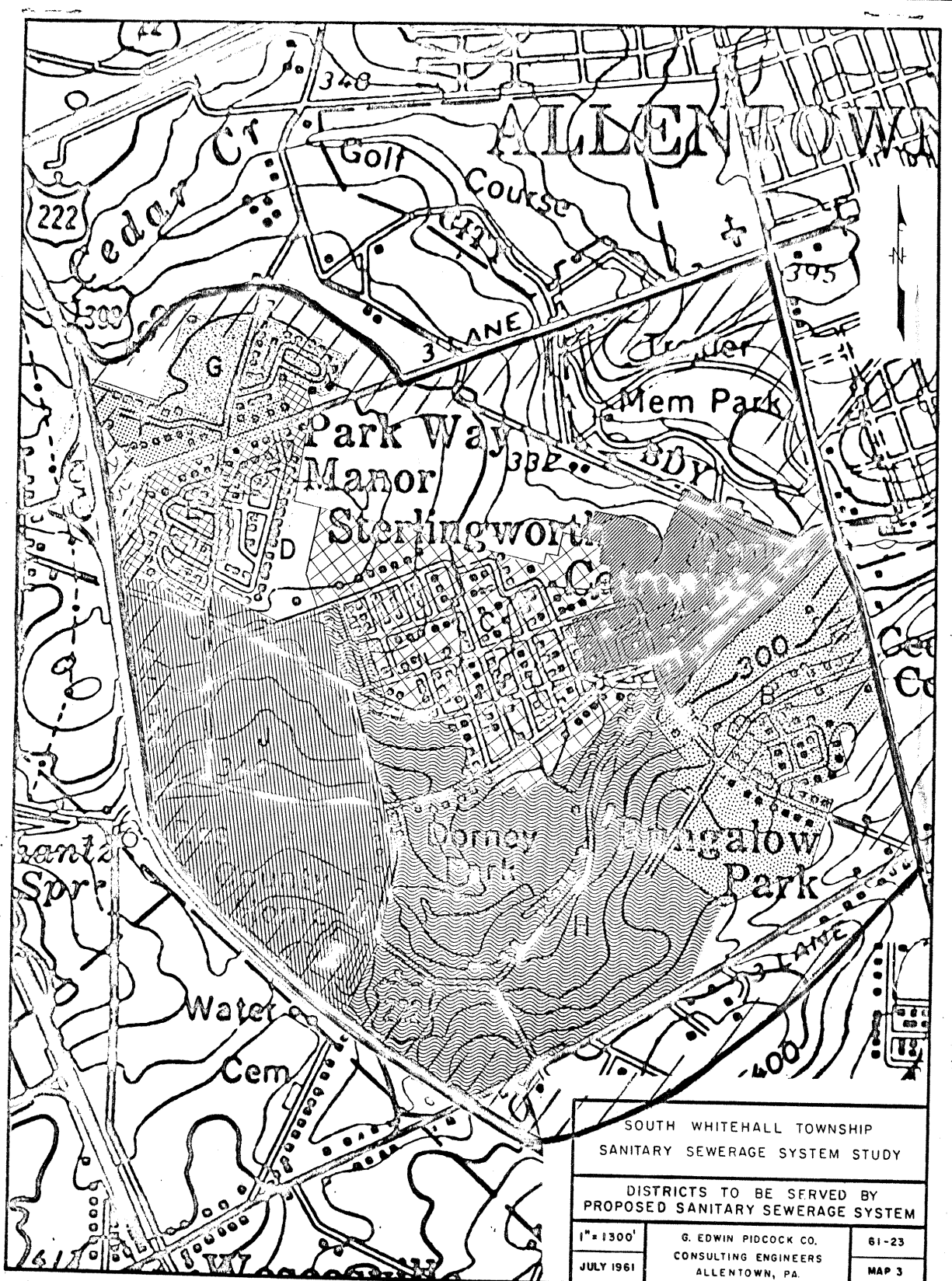
George H. Miller  
City Clerk

TOWNSHIP OF SOUTH WHITEHALL

By: Harley S. Grant  
Chairman

ATTEST:

Paul E. Anderson  
Secretary



CHANGES O.K. W.A.J. 11/19/62

Exhibit "A"

A G R E E M E N T

THIS AGREEMENT made this *24<sup>th</sup>* day of *March*, 1964  
by and between the CITY OF ALLENTOWN, a Municipal Corporation,  
namely, a City of the Third Class, in the Commonwealth of  
Pennsylvania, located in the County of Lehigh (hereinafter  
referred to as "City"), party of the first part,

AND

TOWNSHIP OF SOUTH WHITEHALL, a Municipal Corporation,  
organized and existing under the Pennsylvania Municipality  
Authorities Act, located in South Whitehall Township, Lehigh  
County, Pennsylvania (hereinafter referred to as "Township"),  
party of the second part,

WITNESSETH:

WHEREAS, City of Allentown has established and has in  
operation a sewage treatment plant located along the Lehigh  
River in the City of Allentown at a point near the place where  
the Little Lehigh River flows into the Lehigh River; and

WHEREAS, Township contemplates the construction and  
installation of sewage collection systems in a certain portion  
of the Township of South Whitehall, Lehigh County, Pennsylvania;  
and

WHEREAS, it is in the public interest and to the  
advantage of the citizens of City and of the Township to have  
Township's sewage collection system connected to City's  
sewage collection system and treatment plant,

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. City hereby grants to Township the perpetual right to discharge into the City's sewage collection system for treatment and disposal of sewage collected in Township's sewage collection system constructed and installed in the areas of Township described in Exhibit "A" attached hereto.

It is expressly agreed between the parties that this Agreement applies only to sewage collected in and from the areas of Township as set forth in Exhibit "A", provided the individual properties are metered water customers of either City, or Township and further subject to the provision that the daily flow shall not exceed 15,000 gallons.

In the event that Township at some future date requires or desires City to accept and treat sewage in excess of that provided above or from areas of Township other than those areas described in Exhibit "A", City agrees to accept and treat sewage from such other areas of Township under such terms and conditions as may be negotiated and mutually agreed to between the parties at that time.

2. That the City of Allentown provide rights-of-way and treatment of sewage as follows:

A. That the City provide perpetual rights-of-way for the necessary sewerage lines on streets within city limits; that agreements acceptable to the City of Allentown for maintenance of sewer ditches and surfaces thereof be negotiated between Township and abutting property owners of the right-of-way where sewer lines will be constructed within sidewalk area.



B. The Township shall be responsible for the laying, repair and maintenance of all the sewer lines, excavations and ditches placed within the street or sidewalk area within the limits of the City of Allentown. The backfill and replacement of street surface and sidewalk areas shall be in conformance with the standards set by the City of Allentown.

C. That the City of Allentown agrees perpetually to treat and dispose of sewage from said Tract "A" in a manner approved by the Pennsylvania Department of Health and in accordance with the terms and provisions hereinafter set forth.

3. For the purpose of determining and calculating the volume or amount of sewage which the Township or residents of South Whitehall Township discharge into the City's sewage collection system, the following methods shall be used:

A. The City shall supply the Township quarterly with a gallonage of water consumed by each resident of the district, setting forth the name of the property owner, the address of the property from which sewage was collected and the water meter reading of each customer for the preceding quarter.

B. The Township within sixty (60) days after the close of each quarter shall forward to the City a check in an amount based on 95% of 140 mills per 1,000 gallons of water consumed as evidenced by the total water meter readings.

C. It is the Township's sole duty and obligation to collect the above sewer charges from all of its residents.

4. The Township shall pay the City, its successors, and assigns, for the rights, privileges and benefits granted to the Township by this Agreement as follows:

A. During the first five (5) years of this Agreement at the rate of 95% of 140 mills per 1,000 gallons of sewage discharged by the Township into City's sewage collection

system (the number of gallons of sewage so discharged to be calculated by adding together the individual quarterly water meter readings of the Township's customers as hereinabove set forth). This rate shall be reviewed every five (5) years during a period of this Agreement and rate revisions either downward or upward shall be made to reflect the actual cost conditions as they are then determined. Any such revisions shall be subject to the approval of both City and Township.

With reference to the review and revision of rates as proposed every five (5) years, the items entered into the base for this revision shall be the following:

SEWAGE PLANT OPERATIONS

- a. Salaries and Wages
- b. Materials and Supplies
- c. Repairs to Plant
- d. Fuel and Light
- e. Electric Power
- f. Equipment
  - 1. Maintenance and Repair
  - 2. Operation - Motor Equipment
  - 3. Purchase of Minor Equipment
- g. Maintenance and enlargement of trunk sewer through which Township sewage flows.

B. Should the City treatment plant be enlarged, then in that event the City shall have the immediate right to impose an additional increment to the aforesaid rate to pay the cost of such enlargement of the treatment plant. Such cost to be recovered from this district shall be in the same proportion as the flow from this district bears to the total flow from all areas served by the treatment plant.

C. The Township shall pay to City the amounts owing to City as calculated above on a quarterly basis within sixty (60) days of the end of each quarter.

D. All State and Federal aid grants received by the City for the enlargement of the City treatment plant shall be reflected in the actual cost used in determining the Township sewer rate.

5. Township agrees that the sewage discharged into the City collection system shall not contain storm water, roof or surface drainage. No industrial waste, chemicals or other matter, shall be discharged into the system:

- (a) having a temperature higher than 150° F.;
- (b) containing more than 100 parts per million (P.P.M.) 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 sewage treatment plant;
- (f) having a "pH" as determined by consulting engineers for the City of Allentown lower than 6.0 nor higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the sewage treatment plant;
- (g) containing a toxic or poisonous substance in sufficient quantity to injure or interfere with the sewage treatment process constituting a hazard to humans or animals, or create any hazard in the receiving waters of the sewage treatment plant. Toxic wastes shall include wastes containing cyanide, copper and/or chromium ions;
- (h) containing total solids in such character and quantity that unusual attention or expense is required to handle such materials at the sewage treatment plant;
- (i) containing noxious or malodorous gas or substances capable of creating a public nuisance;

unless otherwise permitted, authorized or approved by the City of Allentown and the Commonwealth of Pennsylvania or any duly constituted Board, Commission or Department thereof, PROVIDED, HOWEVER, that at no time shall more stringent or higher standards with respect to the contents or components of sewage be required of Township than are required with respect to sewage from other sources treated by City.

6. City agrees that during the term of this Agreement it will keep and maintain its existing sewage treatment plant in good repair and operating condition and of such capacity to receive and properly treat the sewage collected by Township in the areas covered by this Agreement.

7. Township covenants and agrees at all times to use all reasonable methods and due diligence to prevent the discharge into the public sewage system of any waste, industrial or otherwise, which is dangerous to the public health and safety or in violation of any of the restrictions set forth in paragraph five (5) of this Agreement.

8. Township agrees to enact and, where necessary agrees to have township enact ordinances, rules and regulations governing sewer connections and the discharge of sewage into Township's sewage collection system. Said ordinances, rules and regulations shall conform to existing ordinances, rules and regulations, and all future ordinances, rules and regulations of City governing the discharge of sewage into City's sanitary sewer system. PROVIDED, HOWEVER, that if City permits exceptions in or to its ordinances, rules and regulations, the same exceptions may be made by the Township to its ordinances, rules and regulations.

9. Township shall supply to City, in triplicate all ordinances, rules and regulations adopted with respect to the discharge of sewage into the Township's sewage collection system and shall also supply to City, in duplicate, tracings of all completed sewers installed by Township.

10. Township covenants and agrees to cooperate with City in every respect in fulfilling the terms of this Agreement and will, whenever requested by City, permit the City to obtain samples of sewage discharged into Township sewer facilities for the purpose of analysis by City, its officers, agents and employees. In the event that an analysis of any of Township's sewage waste determines that such sewage waste required special treatment at City's treatment plant, Township agrees to pay to City the actual cost of such special sewage treatment, or provide pre-treatment prior to discharge to City system, as may be agreed upon.

11. Township agrees that during the term of this Agreement it will at all times keep and maintain its sewage collection system in good repair and operating condition.

12. Township agrees to indemnify and save harmless the City against all losses, costs or damages on account of any injury to persons or property occurring in the performance of this Agreement due to the negligence of Township, its servants, agents or employees or resulting in the failure of the City sewage treatment plant and lines leading thereto to properly function, due to the negligence of Township, its servants, agents or employees.

13. The effective date as to the charges provided for in this agreement shall be the date when Township shall commence to discharge into the City trunk sewer.

14. It is the general intent of this Agreement that Township shall have the privilege of discharging sewage from other areas of Township into the Allentown Sewerage System in the future on such terms and conditions as may be negotiated at times such requests are made to City and only upon written approval of the City.

15. In the event any disagreement or dispute arises between City and Township concerning any of the terms, conditions or covenants of this Agreement, said dispute shall be submitted to a Board of three (3) arbitrators. One arbitrator shall be appointed by City, one shall be appointed by Township, and the third shall be appointed by the two arbitrators so chosen. If either party fails to appoint an arbitrator within twenty (20) days of receipt of the written request of the other party to make such appointment, or if the two Arbitrators appointed by the parties fail to agree to the third arbitrator within twenty (20) days of their appointment, then either party may apply to the Court of Common Pleas of Lehigh County, Pennsylvania, for the appointment of such Arbitrator. Any arbitrator appointed by the said Court shall act with the same force and effect as if he had been appointed by the party or parties who originally had the right to appoint him.

The decision of any two arbitrators in connection with the matters submitted to them shall be final, binding, and conclusive upon both parties hereto. All costs of arbitration shall be borne equally by the parties hereto.

16. This Agreement may be assigned by the Township to an Authority created by the Township of South Whitehall for the purpose of operating and managing the sewer system and it may be assigned by the City to any municipal authority presently in

existence or hereinafter established by City. An assignment of this Agreement by either party shall transfer to the assignee all of the rights and obligations of the assignor in, under, and to, this Agreement, but shall not release the assignor from the obligations of the Agreement in the event that its assignee fails to properly perform said obligations. Any assignee of this Agreement shall have the right to reassign the same to its assignor.

17. This Agreement shall inure to the benefit of and shall be binding upon, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed by their duly authorized officers the day and year first above written.

CITY OF ALLENTOWN

By: John J. Gron  
MAYOR

ATTEST: [Signature]  
CITY CLERK

TOWNSHIP OF SOUTH WHITEHALL

By: Harley S. Grant  
CHAIRMAN

ATTEST: [Signature]  
SECRETARY

KRATZER SCHOOL SEWER DISTRICT

ALL THOSE CERTAIN two parcels of land comprised of 12.824 acres and 0.497 acres bounded by South Whitehall Avenue, Lincoln Avenue, Main Boulevard, and being distant 120 feet from Center Street.

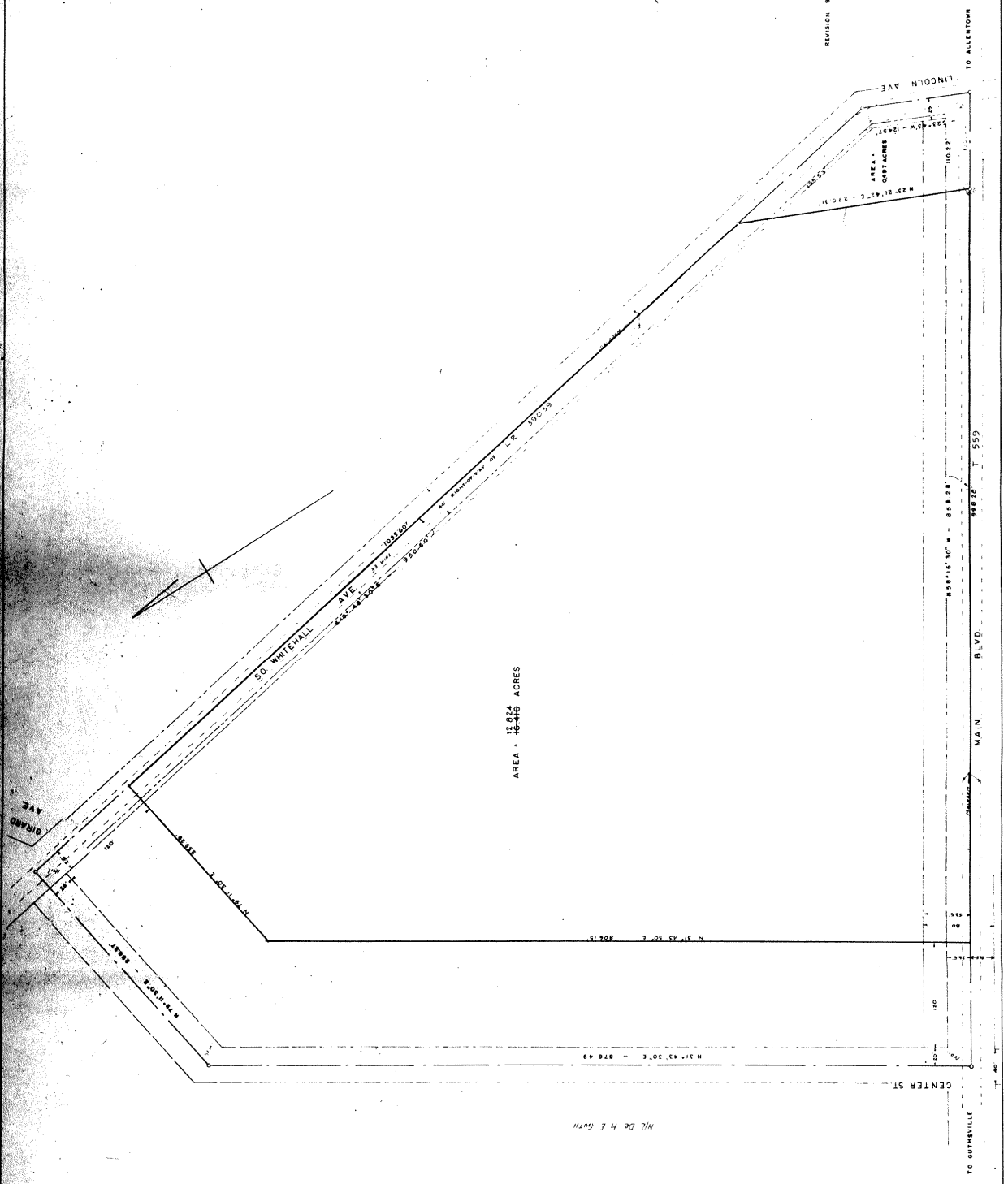
All as shown on plan of Parkland Union School District as proposed by Bascom and Sieger and identified as being number  $\frac{21}{10}$  dated May 29, 1961.

EXHIBIT "A"



REVISION: SEPT. 17, 1962 TO DESCRIBE AREA - 17.024 ACRES

PARKLAND UNION SCHOOL DISTRICT  
PRELIMINARY PLAN  
PROPOSED KRATZER'S SCHOOL  
SOUTH/WESTPHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA  
DATE MAY 29, 1961 SCALE 1" = 80'  
BASCOM B. SIEGER  
ENGINEER - SURVEYOR  
LANARSDALE, PENNSYLVANIA



AREA = 12.824 ACRES

AREA = 0.977 ACRES

N/C. DE. 14 E. 50TH

TO OUTREVILLE

TO ALLENTOWN

THIS AGREEMENT, made this 12<sup>th</sup> day of April, 1965, by and between the CITY OF ALLENTOWN, a third class city, Lehigh County, Pennsylvania, (hereinafter referred to as the "City"), party of the first part, AND COPLAY - WHITEHALL SEWER AUTHORITY, (hereinafter referred to as "Coplay - Whitehall"), SOUTH WHITEHALL TOWNSHIP AUTHORITY, (hereinafter referred to as "South Whitehall"), SALISBURY TOWNSHIP AUTHORITY, (hereinafter referred to as "Salisbury"), all of Lehigh County, Pennsylvania, (collectively referred to as "Adjacent Municipalities"), parties of the second part;

WITNESSETH:

WHEREAS, the City of Allentown presently leases a sewage collection system, including Interceptor Sewers, trunk and branch sewers, outfall and service lines, and a Sewage Treatment Plant located on Kline's Island at the confluence of the Little Lehigh and Lehigh Rivers all located within the corporate limits of the City of Allentown from the Allentown Authority under an Agreement of Lease dated May 1st, 1960; and

WHEREAS, said Lease has been assigned by the Allentown Authority to the Lehigh Valley Trust Company, Trustee under a Trust Indenture dated May 1st, 1960; and

WHEREAS, the Coplay - Whitehall Sewer Authority together with the Borough Council of Coplay and the Commissioners of Whitehall Township are presently planning construction and acquisition of a sanitary

sewage collection system for rendering sewerage service in and for the Borough of Coplay and Whitehall Township, Lehigh County, Pennsylvania; and

WHEREAS, South Whitehall Township Authority together with the Supervisors of South Whitehall Township are planning construction and acquisition of a sewage collection system for rendering sewerage service to additional portions of South Whitehall Township; and

WHEREAS, Salisbury Township Authority and the Commissioners of Salisbury Township are planning construction and acquisition of a sanitary sewage collection system for rendering sewerage service to additional portions of Salisbury Township; and

WHEREAS, the City has heretofore entered into agreements with both Salisbury Township and South Whitehall Township with respect to the treatment of a limited volume of sewage through the present facilities at the Allentown Treatment Plant; and

WHEREAS, the parties hereto deem it to their mutual advantage that sewage to be collected in the sanitary sewage collection system<sup>s</sup> as proposed to be constructed and acquired by the parties of the second part be conveyed to the Treatment Plant of the City of Allentown for treatment; and

WHEREAS, the City as the operator, and the adjacent municipalities as customers desire to set forth the terms and conditions pursuant to which the aforementioned purpose shall be accomplished and for which a basis of charges shall be established.

NOW, THEREFORE, the parties hereto represent, covenant and agree as follows:

SECTION 1. The parties hereto understand and agree that in order to treat the quantity of sewage herein contemplated, it will become necessary to enlarge and modify the existing Treatment Plant and to make additions and improvements thereto. In order to accomplish the purposes herein contemplated the parties hereto agree that improvements and additions to the Treatment Plant shall be made so that there will be available a capacity for each of the parties hereto as is set forth on Exhibit A attached hereto.

The parties hereto authorize the Allentown Authority, its Chairman or Agents, to apply for and accept any grants or contributions from any federal, state or other governmental agency, such grants or contributions to be based on the proportion of the capacity being provided in the project for each of the served municipalities. The proceeds of such grants or contributions shall be applied as described in Subsections 2B and 2C hereof.

The City agrees that, included in the capacity reserved to it, is that capacity required by the City to fulfill its present commitments to the following:

- (a) Borough of Emmaus by Agreement dated March 17, 1959.
- (b) District in South Whitehall Township as per Agreement dated November 20, 1962.

hereto that the City shall continue making charges for sewer service under the terms of existing interim agreements prior to the financing of any new acquisition and/or construction. Said charge shall be \$0.14 per 1,000 gallons of sewage contributed to the sewage Treatment Plant to be measured as provided in Section 6 hereof. These payments shall be made by each Adjacent Municipality within sixty (60) days after each quarter-annum period.

When the debt is incurred by the Allentown Authority for the improvements, modifications and additions to the sewage Treatment Plant as contemplated by this Agreement, the above charge of \$0.14 shall cease and the City shall thereafter impose four (4) types of charges, as follows:

- A. Charges for the use of existing Treatment Plant facilities which will continue in use subsequent to Treatment Plant modifications and additions.
- B. Charges in connection with costs related to modifications, improvements and additions to the existing Treatment Plant.
- C. Charges related to reasonable and necessary operating and maintenance expenses of the Treatment Plant and jointly-used Intercepting Sewers.
- D. Charges related to use of existing Intercepting Sewers.

SUBSECTION 2A. At such time as City finances or causes to be financed new acquisition or construction, a charge shall be made annually to each Adjacent Municipality for use of existing Treatment Plant facilities as follows:

Coplay - Whitehall	-	\$4,100.00
Salisbury	-	\$2,100.00
South Whitehall	-	\$3,600.00

Said charges shall continue through the year 1995.

The annual charges made pursuant to this Subsection 2A shall be payable on or before December 31 of each year.

SUBSECTION 2B. At such time as debt is incurred by the Allentown Authority for the purpose of financing acquisition and construction of modifications, improvements and/or additions to the existing Treatment Plant, the cost of amortizing the repayment of such debt shall be apportioned among the parties hereto by charges calculated and imposed on the basis of the proportion which the additional capacity to be provided thereby for the use of each party as set forth in Exhibit B attached hereto bears to the additional capacity of the improved Treatment Plant. Annual charges under this Subsection 2B shall be in an aggregate amount (including the charges applicable to the City) sufficient to cover the amortization of debt service requirements on the debt incurred plus such

coverage as is required under the Allentown Authority Indenture. Such charges shall be based upon the amortization of the debt over a period of forty years; repayment of principal on such debt shall be deferred for a period of five years; and interest on such debt shall be capitalized for a period of 1 1/2 years. This shall not prohibit a Bond Issue being issued by the Allentown Authority for a lesser term upon the mutual agreement of all of the parties hereto.

Plans and specifications applicable to any such new construction shall be made available to and subject to review of each of the Adjacent Municipalities prior to the incurring of any debt therefor.

In the event the project cost of new construction to be financed exceeds the estimate therefor as set forth in Exhibit C by more than 15% no financing therefor shall take place except with the prior written approval of all parties hereto.

For the purpose of illustration only there is attached hereto as Exhibit C a schedule showing the amount of annual charges applicable to each party under this Subsection 2B, assuming that the debt to be incurred shall amount to <sup>2,105,000</sup>~~\$2,140,000~~ and that the net interest cost of the debt shall be at the rate of 3 1/2% per annum. It, of course, is understood and agreed that charges imposed under

this Subsection 2B shall be based on the actual amount of debt incurred for the purpose of acquiring or constructing such modifications, improvements and/or additions and the actual cost of amortizing such debt.

It is understood and agreed among the parties hereto that moneys resulting from charges made pursuant to this Subsection 2B because of coverage required by the Allentown Indenture shall be used only for one or more of the following purposes: (a) required deposits in reserve funds in the Allentown Indenture; and/or (b) costs of extraordinary repairs or capital additions for use of all of the parties hereto to Treatment Plant facilities used by all of the parties who have supplied such moneys; and/or (c) retirement of debt incurred for the purpose of acquisition or construction of such modifications, improvements and/or additions. The intent of this paragraph shall be preserved if the Allentown Indenture shall be terminated or modified as the result of any refunding procedure or refinancing by Allentown Authority.

If City or Allentown Authority receive any grants with respect to the cost of acquisition and construction of modifications, improvements and/or additions to the existing treatment plant which cannot be applied toward such costs or the costs of operation and/or maintenance as



contemplated in Subsection 2C below, such moneys shall be applied only for the purposes provided in the foregoing fifth paragraph of this Subsection 2B.

Annual charges imposed under this Subsection 2B shall be paid in equal semi-annual installments on or before March 15 and September 15 of each year, beginning on the March 15th or September 15th of the first year in which rentals must become payable under a supplement to the Allentown Lease executed for the purpose of providing moneys for debt service on indebtedness issued by the Allentown Authority for the purpose of financing acquisition and construction of modifications, improvements and/or additions to the Treatment Plant, and shall cease at such time as the debt is retired.

If any of the parties to this Agreement should in any calendar year discharge sewage and/or wastes for treatment (as calculated in accordance with Section 6 of this Agreement) in excess of its reserved capacity in the Treatment Plant (the annual reserved capacity of a party shall be arrived at by multiplying the daily reserved capacity of such party as set forth on Exhibit A by 365 days), the cost of amortizing and repaying the debt incurred to enlarge the Treatment Plant shall be reapportioned to reflect each increased use by such party retroactively to the date on which said debt was incurred and prospectively until the debt has been paid in full. In no event shall such reapportionment of costs be construed to decrease the reserved capacity in the Treatment Plant of the other parties to this Agreement; and in no event shall any of

parties hereto discharge for treatment sewage and/or waste in excess of 115% of the reserved capacity of such party.

SUBSECTION 2C. At such time as debt is incurred for the purpose of financing acquisition and construction of modifications, improvements and/or additions to the existing Treatment Plant, reasonable and necessary operating expenses of the Intercepting Sewers and Treatment Plant shall be apportioned as hereinafter provided on an annual basis among the parties connected to the Treatment Plant in proportion to the annual volume of waste contributed by each of the parties connected to the Treatment Plant, subject to adjustments as hereinafter set forth in this Subsection 2C. Each Adjacent Municipality shall pay a percentage of such reasonable and necessary operating expenses, which percentage shall be determined for each Adjacent Municipality by dividing the total volume of sewage handled at the Treatment Plant into the volume of sewage delivered under terms of this Agreement by such Adjacent Municipality. The balance of the operating expenses shall be paid by the City.

In proportioning the annual reasonable and necessary operating expenses, therefirst shall be deducted from the gross cost any grants or contributions received by any of the parties hereto from any federal, state or other governmental agency which may be applied toward payment thereof.

After deduction of grants or contributions mentioned in the second paragraph of this Subsection 2C, the balance of the reasonable and necessary operating expenses shall be proportioned as set forth in the first paragraph of this Subsection 2C.

In order to permit the proportionment of reasonable and necessary operating expenses as contemplated in this Subsection 2C each of the parties agrees to install and maintain such measuring devices as shall be necessary in order properly to measure the volume of sewage or other wastes contributed by each of the parties.

In order to provide working capital for payment of operating expenses as contemplated in this Subsection 2C each of the parties hereto shall supply to the City, on or before October 1 of each year, an estimate of the volume of sewage and other waste to be discharged from its sewage collection system during the next succeeding calendar year. The City shall prepare an estimate setting forth the estimated costs and the charges to be made against each of the parties hereto for its proportionate share of such estimated reasonable and necessary operating expenses and supply copies thereof to each of the parties hereto on or before December 15 of each year.

Each of the Adjacent Municipalities, on or before March 31, June 30, September 30 and December 31 of each year shall pay to City the estimated amount to be charged such Adjacent Municipality. Within sixty days after the close of each

calendar year, the City shall furnish a report to each of the Adjacent Municipalities showing the actual reasonable and necessary operating expenses and the proper proportionment of such cost among the parties hereto. Within sixty days of such report each Adjacent Municipality shall pay to the City any deficiency properly chargeable against such Adjacent Municipality for the preceding year and City, within such time, shall repay to each Adjacent Municipality any overpayment made by any Adjacent Municipality during such preceding fiscal year.

The formulae setting forth the nature and portion of the reasonable and necessary operating expenses of the Intercepting Sewers and Treatment Plant which are to be paid by the parties pursuant to this Subsection 2C are set forth in Exhibit D attached hereto and made part hereof. For purposes of illustration, Exhibit D contains a calculation of such charges using said formulae and the actual 1963 expenses of the City. It is understood that the formulae set forth in Exhibit D will be applied each year in proportioning and allocating costs under this Subsection 2C even though the figures used will change from year to year to reflect the actual expenses incurred.

SUBSECTION 2D. Fundamentally it shall be the responsibility of each of the parties hereto to pay its share of the cost of amortizing the repayment of any debt incurred by Allentown Authority for construction of necessary new interceptor

or trunk sewers. The cost of amortizing such debt shall be proportioned among those parties who, from time to time, require or desire additional capacity in sewers to transport and convey sewage from their respective sewage collections systems to the Treatment Plant. Such proportionment of cost shall be on the basis of allocation of capacity to be provided by such new interceptor or trunk sewers among those parties hereto who require or desire such additional capacity. This charge shall be applicable and proportioned between the parties hereto who in the future will be utilizing the recently constructed Emmaus Interceptor line.

The parties hereto who shall share the use of such new interceptor or trunk sewers shall enter into a collateral agreement with respect to sharing the cost of amortizing such debt, which new agreement shall provide for such sharing on the same basic principles as is provided herein in Subsection 2B relative to sharing the cost of financing acquisition and construction of modifications, improvements and/or additions to the existing Treatment Plant, to the extent that the same are applicable.

The City agrees that, to the extent capacity, from time to time, remains available in its intercepting sewers any Adjacent Municipality may utilize the same upon payment of a charge of \$0.01 per 1,000 gallons of sewage and wastes conveyed. However, at such time as the City requires for its own use the design capacity, the capacity being utilized by an Adjacent Municipality, such Adjacent Municipality must provide its own interceptor or relief interceptor line upon twelve (12) months' notice.

Whenever the City requires or desires to share in the use of additional capacity in new interceptor or trunk sewers to be constructed, the construction and financing thereof shall be undertaken by Allentown Authority.

Whenever any Adjacent Municipality or any two or more Adjacent Municipalities require or desire additional capacity in new interceptor or trunk sewers and the City does not require or desire to share in the use of such sewers, the particular Adjacent Municipality or the two or more applicable Adjacent Municipalities by Agreement may provide for the construction and financing thereof. In order to facilitate

accordance with the terms and provisions herein set forth.

It is agreed by all the parties hereto that once a service connection has been made that results in sewage and wastes being delivered therefrom to the Treatment Plant for final disposition such sewage and wastes shall not thereafter be diverted therefrom unless mutually agreed upon in writing by the parties hereto. However, the right shall be reserved by each Adjacent Municipality to establish such other treatment plants as may be necessary for the efficient and economical treatment of sewage and other wastes emanating in such Adjacent Municipality which by good engineering practice cannot be delivered to the Treatment Plant on a practical and economical basis and/or to handle the treatment and disposition of sewage and other wastes which would result in such Adjacent Municipality exceeding its reserved capacity in the Treatment Plant as provided herein.

SECTION 4. The City and the Adjacent Municipalities agree that the sewage and wastes discharged by any user into a municipal sewer line shall not contain storm water, roof or surface drainage. No industrial waste, chemicals or other matter shall be so discharged, with or without pre-treatment:

- 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;
- 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;
- 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 any hazard in the receiving waters of the Treatment Plant, 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;
- 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 be of such character that unusual attention or expense is required to handle such materials at the Treatment Plant; unless otherwise agreed to by all the parties hereto 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.

SECTION 5. Samples of sewage and wastes may be obtained and analyzed by any of the parties hereto at any place at any reasonable time in order to insure compliance with the terms of this Agreement.

SECTION 6. For the purpose of determining and calculating the volume and/or character of sewage and wastes discharged into the Treatment Plant the following methods shall be used:

A. For sewage and wastes collected from users within the service areas of the Adjacent Municipalities and conveyed through facilities owned or operated by the Adjacent Municipalities, the applicable Adjacent Municipality shall install, maintain and operate recording meters located at or near the point of connection of the sewage collection system of the Adjacent Municipality to the sewer facilities of the City or Allentown Authority. Said meters shall be of the size and type approved by the City. All metering pits shall provide space for installing temporary chlorine injection equipment.

B. For the purpose of determining the characteristics of sewage or wastes as set forth under Section 4 of this Agreement, the applicable municipality

- 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;
- 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;
- 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 any hazard in the receiving waters of the Treatment Plant, 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;
- 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 be of such character that unusual attention or expense is required to handle such materials at the Treatment Plant; unless otherwise agreed to by all the parties hereto and permitted by the Commonwealth of Pennsylvania or any duly constituted Board, Commission or Department thereof.

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SECTION 5. Samples of sewage and wastes may be obtained and analyzed by any of the parties hereto at any place at any reasonable time in order to insure compliance with the terms of this Agreement.

SECTION 6. For the purpose of determining and calculating the volume and/or character of sewage and wastes discharged into the Treatment Plant the following methods shall be used:

A. For sewage and wastes collected from users within the service areas of the Adjacent Municipalities and conveyed through facilities owned or operated by the Adjacent Municipalities, the applicable Adjacent Municipality shall install, maintain and operate recording meters located at or near the point of connection of the sewage collection system of the Adjacent Municipality to the sewer facilities of the City or Allentown Authority. Said meters shall be of the size and type approved by the City. All metering pits shall provide space for installing temporary chlorine injection equipment.

B. For the purpose of determining the characteristics of sewage or wastes as set forth under Section 4 of this Agreement, the applicable municipality

shall install, or cause to be installed, a sampling manhole at the point of discharge from the property of any user considered capable of discharging sewage or wastes of unacceptable character or quality.

C. For any sewage and wastes collected from users within the service areas of any of the parties hereto which, by written permission, may be discharged directly to the sewer facilities any other party hereto without passing through any master meter chamber, the volume of sewage and wastes shall be based upon water usage as follows:

(1) For those users who receive their entire water supply directly from the City, the City shall supply to the applicable Adjacent Municipality the gallonage of water consumed by each such user during each quarter-annum period. Subject to subparagraphs C (3), C (4) and C (5) below, the volume of discharge of sewage and wastes shall be assumed to be equal to the volume of water consumed.

(2) For those users who do not receive their entire water supply directly from the City,

the applicable party shall cause to be installed a meter or meters on any such additional or other source or sources of water supply for each such user. Subject to subparagraphs C (3), C (4), C (5) below, the total volume of water consumed, as determined by the meter or meters installed as above shall be assumed to be equal to the volume of discharge of sewage and wastes.

(3) In those cases where water of a sewer user not entering into the sewer facilities of the City or Allentown Authority is measured by a meter or meters, the readings from such meter or meters shall be deducted from the total water meter readings of such sewer user and the remainder shall be assumed to equal the volume of sewage and waste discharged from such user to the sewer facilities of the City or Allentown Authority.

(4) The applicable party, at its option, may cause to be installed a meter or meters to measure the actual volume of sewage and wastes discharged by any user directly into the sewer facilities of the City or Allentown Authority, in which case the readings of such meter or meters

shall be used to measure the volume of sewage and waste discharged from such user or users.

(5) In those cases where, in the opinion of the City and the applicable Adjacent Municipality, metering of water consumption or sewage and waste discharge is impractical or would not accurately reflect the volume of sewage and waste discharged, a substitute method of measurement or estimate of sewage and waste discharged shall be negotiated between the City and the applicable Adjacent Municipality.

(6) In all cases where it is necessary for the City to read water meters for the purpose of determining the amount of sewage delivered to the sewage Treatment Plant, the Adjacent Municipality shall pay to the City the sum of \$0.50 cents for each such meter reading.

D. The volume of sewage and wastes discharged into the Treatment Plant by the City shall be computed by deducting from the total volume of sewage and wastes entering the treatment plant the volume of sewage and wastes discharged by all of the Adjacent Municipalities except sewage and waste discharged from the district in South Whitehall Township under Agreement dated November 20, 1962.

SECTION 7. Meter records and access to meter installations of any party hereto shall be made available to any other party hereto upon

request therefor. The record of sewage flow through recording meters operated and maintained by the Adjacent Municipalities will be forwarded to the City on or before the fifth day of the first month of each quarter annum showing the total and daily sewage flows discharged during the previous quarter-annum.

In the event of failure of a sewage meter maintained by any Adjacent Municipality, repairs will be made as soon as practicable. In the case of missing flow records due to faulty meter registration or otherwise, an estimate of flows will be made for purposes of determining volume of sewage and wastes discharged. This estimate will be based on an evaluation of past flow records as applied to present conditions and as reviewed and approved by the applicable Adjacent Municipality and the City.

In the absence of meter readings during the early period of low flows when the sewage recording meters may not register effluent, quantity shall be estimated on the basis of 3.5 persons per connected equivalent dwelling unit with a discharge rate of 100 gallons per capita per day or upon the minimum meter calibration. The smaller quantity shall be used for billing purposes by the City.

SECTION 8. City agrees at all times to keep and maintain the Treatment Plant and all Interceptor Sewers owned by the City in good repair and operating condition.

SECTION 9. Each of the parties hereto covenants and agrees at all times to use all reasonable methods and due diligence to prevent the

discharge into the Treatment Plant of any waste, industrial or otherwise, which is dangerous to the public health and safety or in violation of any of the restrictions set forth in Section 4 hereof.

SECTION 10. Subject to the provisions of Section 4, each Adjacent Municipality further agrees 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, rules and regulations of the City and further agrees to have 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 City sewage collection system or the Treatment Plant. A copy of all ordinances, resolutions, rules and regulations, in triplicate and approved reproducible prints of all plans of completed sewers shall be submitted by each Adjacent Municipality to the City, within ninety (90) days after enactment of the ordinance and completion of plans.

SECTION 11. Each Adjacent Municipality agrees to keep and maintain its sewage collection system at all times in good repair and operating condition.

SECTION 12. Each of the parties hereto agrees to indemnify and save harmless the other parties against all losses, costs or damages



on account of any injury to persons or property occurring in the performance of this Agreement due to the negligence of such party, its respective servants, agents or employees or resulting from the failure of the Treatment Plant and lines leading thereto to properly function due to such negligence.

SECTION 13. Any of the parties hereto may assign all of its right, title and interest hereunder to any municipality in which it operates or in the case of the City, to Allentown Authority, provided such assignee agrees in writing to assume all of the obligations and duties hereunder of the assignor. The parties hereto, however, shall remain responsible and liable hereunder regardless of any such assignment.

SECTION 14. City agrees to make available at all reasonable times to the Adjacent Municipalities, their agents, servants, employees and representatives, access to all records of the City pertaining to cost of acquisition, construction, operation and maintenance of the Treatment Plant. City also agrees that the Adjacent Municipalities, their agents, servants, employees and representatives, shall have access to the physical facilities of the Treatment Plant at all reasonable times. However, it is to be specifically understood that this section in no way is to be interpreted as giving the Adjacent Municipalities any rights whatsoever to dictate to the City the manner of operating and/or maintaining the sewage Treatment Plant. The above also applies to Interceptor Sewers.

Each Adjacent Municipality agrees to make available at all reasonable times to the City, their agents, servants,

employees and representatives access to all records of the Adjacent Municipalities insofar as the same relate to matters covered in this Agreement. Each Adjacent Municipality also agrees that the City, its agents, servants, employees and representatives shall have access to the physical facilities of the Adjacent Municipalities at reasonable times in order to assure compliance with the terms and provisions of this Agreement.

SECTION 15. The following terms and phrases shall have the following meanings wherever used herein:

(a) "Equivalent Dwelling Unit" means any room, group of rooms, house trailer or other enclosure occupied or intended for occupancy as separate living quarters by a family or other enclosure occupied or intended for occupancy as separate living quarters by a family or other group of persons living together or by persons living alone.

(b) "Industrial Waste" means any and all wastes discharged from an Industrial Establishment, other than sanitary sewage.

(c) "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.

(d) "Sanitary Sewage" means normal water-carried household and toilet wastes from any improved property.

(e) "Treatment Plant" means the plant and facilities operated by the City of Allentown for the purpose of sewage treatment located on Kline's Island sometimes referred to as "Sewage Treatment Plant".

(f) "Industrial Establishment" means any improved property used, in whole or in part, for manufacturing, processing cleaning, laundering or assembling any product, commodity or article or from which any process waste, as distinct from sanitary sewage, is discharged.

(g) "Improved Property" means any property upon which there is erected a structure intended for continuous or periodic habitation, occupancy or use by human beings or animals and from which structure sanitary sewage and/or industrial wastes shall be or may be discharged.

(h) "Sanitary Sewer" means any pipe or conduit, generally closed, but normally not flowing full, for carrying sewage and other waste liquids and to which storm, surface, and ground waters are not intentionally admitted.

(i) "Sewage Collection System" means a system of sanitary sewers and accessories designed

to gather all sanitary sewage and industrial wastes and transport this sanitary sewage and industrial wastes to Intercepting Sewers.

(j) "Intercepting Sewer" means a sanitary sewer which receives sanitary sewage and/or industrial wastes from a sewage collection system and conducts such sewage and wastes to a point for treatment or disposal.

(k) "Relief Sewer" means a sewer built to carry the flows in excess of the capacity of an existing sewer.

(l) "Coverage" means the amount of annual payments required from the City of Allentown under the Allentown Indenture in excess of the amount which would be required for principal and interest payments on the bonds issued under the Allentown Indenture.

(m) "B. O. D." means biochemical oxygen demand.

(n) "Reserved Capacity" means that design sewage treatment capacity, as based on average daily flows, provided in the Allentown Sewage Treatment Plant for each of the signatories to this Agreement.

SECTION 16. This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but such counterparts together 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 proper governing body, all as of the day and year first above written.

CITY OF ALLENTOWN  
Lehigh County, Pennsylvania

ATTEST:

[Signature]  
City Clerk

By:

[Signature]  
Mayor

COPLAY - WHITEHALL SEWER  
AUTHORITY

ATTEST:

[Signature]  
Secretary

By:

[Signature]  
Chairman of Board

SOUTH WHITEHALL TOWNSHIP  
AUTHORITY

Lehigh County, Pennsylvania

ATTEST:

[Signature]  
Secretary

By:

[Signature]  
Chairman of Board

SALISBURY TOWNSHIP AUTHORITY  
Lehigh County, Pennsylvania

ATTEST:

[Signature]  
Secretary

By:

[Signature]  
Chairman of Board

CONSENT AND JOINDER

ALLENTOWN AUTHORITY (the "Allentown Authority") for value received and intending to be legally bound hereby, as owner and lessor of the Treatment Plant, as defined in the foregoing Agreement, does hereby consent to the execution of the foregoing Agreement by its leasee, the City of Allentown, Lehigh County, Pennsylvania (the "City") and the terms and conditions set forth therein. Allentown Authority does further agree, to the extent any action by it is legally required or deemed necessary or desirable in order to permit the City fully to comply with its obligations and commitments as set forth in the foregoing Agreement, that it will take such action, perform such acts and otherwise cooperate to accomplish the purpose and intent of the foregoing Agreement.

Allentown Authority further does agree that if it at any time shall come into possession of said Treatment Plant, it shall perform and be bound by all of the terms and conditions of the aforementioned Agreement to the same extent as if it were named therein in the place and stead of the City.

IN WITNESS WHEREOF, Allentown Authority has caused this Consent and Joinder to be duly executed by its Chairman and affixed hereunto its corporate seal, duly attested by its Secretary, this 12<sup>th</sup> day of April 1965, pursuant to a duly adopted resolution of its Board.

ALLENTOWN AUTHORITY

By: Orrence E. Shepley  
Chairman of Board

ATTEST:

Louis R. Albright Jr.  
Secretary

CAPACITY ALLOCATED IN EXISTING TREATMENT

PLANT AFTER ENLARGEMENT

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	<u>Total treatment capacity reserved average daily mgd.</u>	<u>Per Cent of reserved capacity to nearest tenth</u>
City of Allentown	21.1	74.0
Borough of Emmaus *	1.4	4.9
South Whitehall Twp. *	<u>0.5</u>	<u>1.8</u>
<b>Total Capacity Chargeable to Allentown</b>	23.0	80.7
Coplay - Whitehall Authority	2.3	8.1
Salisbury Township Authority	1.2	4.2
South Whitehall Township Authority	2.0	7.0
	<u>28.5</u>	<u>100.0</u>

\* These capacities are included with Allentown's reserved capacity in accordance with the Agreements set forth in Section 1.

Capacity Allocated to Annual Financing Charges for  
Treatment Plant Modifications

	Capacity provided in plant modifica- tion, average daily mgd.	Portion of costs, per cent
City of Allentown	3.8	33.9
Borough of Emmaus *	1.4	12.5
South Whitehall Township *	<u>0.5</u> 5.7	<u>4.5</u> 50.9
Coplay-Whitehall Authority	2.3	20.6
Salisbury Township Authority	1.2	10.7
South Whitehall Township Authority	2.0	17.8
	<u>11.2</u>	<u>100.0</u>

\* Agreements in effect

EXHIBIT "B"



Illustration of How Annual Charges to Amortize Debt for  
Treatment Plant Modification will be Calculated

	<u>Estimated Share</u>		<u>Approximate Annual Cost *</u>		
	<u>Project cost</u>	<u>Less 30 per cent Federal aid</u>	<u>First 1.5 yrs.</u>	<u>Next 3.5 yrs.</u>	<u>Last 35 yrs.</u>
City of Allentown	\$960,000	\$672,000	None	(	(
Borough of Emmaus**	350,000	245,000	None	(	(
South Whitehall Township**	130,000	91,000	None	(	(
Coplay-Whitehall Authority	590,000	413,000	None	18,924	26,971
Salisbury Township Authority	310,000	217,000	None	9,879	14,077
South Whitehall Township Authority	<u>510,000</u>	<u>357,000</u>	<u>None</u>	<u>18,524</u>	<u>23,549</u>
Total	\$2,850,000	1,995,000	None	\$92,313	131,563

Estimate of Capitalized interest costs for 1.5 year plus related financing costs

110,000

Estimated Total Debt \$2,105,000

\* Assuming bonds at 3.5 per cent interest and coverage of 25 per cent on all annual payments with principal payments deferred for the first 5 years ( $3.5 \times 1.25 = 0.04375$ ) and for equal annual payments of interest and principal for the 35 years thereafter ( $0.0500 \times 1.25 = 0.0625$ )

\*\* Agreements in effect

EXHIBIT "C"

Materials and Supplies	898.00
Equipment	597.00
Operation of motor equipment	6,750.00
Communications	170.00
Repairs to sewer system	17,883.00
Sewer maintenance	2,498.00
Capital Outlay	2,718.00
Extra-ordinary expense	0
Total Sanitary Sewer Costs	\$ 94,421.00

These costs are allocated between the Sanitary Sewers and Jointly Used Interceptor Sewers as follows:

Mileage of Jointly Used Interceptor Sewers (21.6 miles) \*\* = Jointly Used Interceptor Sewers. (10.14%)

This Total (\$94,421) x  $\frac{\text{Total Mileage of City Sewer System (213 miles) **}}{\text{Total Mileage of City Sewer System (213 miles) **}}$  = Jointly Used Interceptor Sewers. (10.14%)

\*\* This mileage is as of February 1965.

Administrative Costs

Office of Director (20%)	\$ 1,639.00
Office of City Engineer (20%)	22,356.00
Office of the Sewer Engineer (20%)	18,080.00
Communications	0
Printing	95.00
Audit	0
Total Administrative Costs	<u>1,500.00</u>

Total Operating and Maintenance Costs	\$ 240,242.00
Less Income from surcharges	0
Net Operating and Maintenance Costs to be allocated	\$ 240,242.00

FORMULA FOR CALCULATION OF CHARGE PER 1000 GALLONS

$\frac{\text{NET Operating and Maintenance Costs}}{\text{Total gallons of sewage treated}} \times 1000 = \text{Cost per 1000 gallon of sewage treated}$

ILLUSTRATION SHOWING HOW THE ANNUAL OPERATING  
AND MAINTENANCE COSTS ARE TO BE  
DETERMINED

The basic figures listed below are actual figures taken from the 1963 Budget Report for the City of Allentown and are used here for the purposes of illustration ONLY.

Sewage Treatment Plant (S. T. P.)

Salaries and Wages		\$127,852.00
Blue Cross-Blue Shield	\$ 4,682.00	
Social Security	5,399.00	
Insurance	9,115.00	
Pensions	<u>7,578.00</u>	
Total	\$26,774.00	

\*These costs are allocated between the Salaries and Wages of the S. T. P. (\$127,852) and Sanitary Sewers (\$54,848) which totals \$182,700, as follows:

$$127,852 + 54,848 = 182,700$$

Chemist		18,715.00
Materials and Supplies		4,800.00
Repairs to S. T. P.		1,499.00
Fuel and Light (included in Electrical Power)		7,246.00
Electrical Power		0
Equipment:		18,077.00
Maintenance and repair	\$ 2,020.00	
Operation of motor equipment	1,439.00	
Purchase of equipment	<u>5,350.00</u>	
Total Sewage Treatment Plant Costs		<u>8,809.00</u>
		\$186,996.00

Sanitary Sewers

Salaries and Wages		\$ 54,848.00
Blue Cross-Blue Shield	\$ 4,682.00	
Social Security	5,399.00	
Insurance	9,115.00	
Pensions	<u>7,578.00</u>	
Total	\$ 26,774.00	

\* Using the formula above:

OFFICE OF THE CITY CLERK

No. 21557

Resolved by the Council of the City of Allentown, *That* the Mayor and City Clerk be and they are hereby authorized to sign a Supplemental Agreement ( a copy of which is attached hereto) with the Township of South Whitehall and the South Whitehall Township Authority providing for the amendment of a prior agreement between the same parties dated November 20, 1962, it being the intent of this Supplemental Agreement to enlarge and extend the sewage discharge area so as to include all of South Whitehall Township.

Mr. \_\_\_\_\_

This is to Certify, That the above copy of Resolution No. 21557 was adopted by City Council and signed by the Mayor on January 17, 1967.

\_\_\_\_\_  
City Clerk

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT made this 18<sup>th</sup> day of *January*, 1967, by and between the CITY OF ALLENTOWN, a municipal corporation of the third class of the Commonwealth of Pennsylvania, domiciled by law in the County of Lehigh, Party of the First Part, (hereinafter referred to as the "City"), and the TOWNSHIP OF SOUTH WHITEHALL, now a first class township, a political subdivision of the Commonwealth of Pennsylvania, domiciled by law in the County of Lehigh, (hereinafter referred to as the "Township"), and SOUTH WHITEHALL TOWNSHIP AUTHORITY, a municipality authority, (hereinafter referred to as the "Authority"), Parties of the Second Part.

W I T N E S S E T H:

WHEREAS, the City and the Township heretofore entered into an Agreement, dated November 20, 1962, (the "1962 Agreement"), which 1962 Agreement provided the terms and conditions pursuant to which sewage and wastes would be discharged from an area in the Township designated in the 1962 Agreement into the sewer system operated by the City for treatment and ultimate disposal; and

WHEREAS, the 1962 Agreement provided for the charges to be made by the City for the service contemplated under the 1962 Agreement for the first 500,000 gallons average daily flow of sewage and wastes from the area designated in said Agreement; and

WHEREAS, the 1962 Agreement set forth that it was the intent of the parties thereto that the Township would be permitted to discharge sewage and wastes in excess of said 500,000 gallons and sewage and wastes originating in areas of the Township beyond the boundaries of the area originally designated in the 1962 Agreement but only upon terms and conditions subsequently to be agreed upon by the parties; and

WHEREAS, the 1962 Agreement, pursuant to terms and provisions thereof, heretofore was assigned and transferred by the Township to the Authority; and

WHEREAS, the City, on the one hand, and the Authority and certain other parties, on the other hand, heretofore entered into a multipartite agreement, dated April 12, 1965, (the "Primary Agreement"), which Primary Agreement, inter alia, provided terms and conditions pursuant to which sewage and wastes originating in the Township and in excess of the first 500,000 gallons average daily flow provided for in the 1962 Agreement could be discharged to the sewer system operated by the City for treatment and ultimate disposal, subject to the limitations set forth in said Primary Agreement; and

WHEREAS, the Authority heretofore entered into a Trust Indenture, dated as of December 15, 1963, (the "Indenture"), for the purpose, inter alia, of financing construction and acquisition of a Sewer System, as defined in the Indenture and as referred to herein; and

WHEREAS, the Authority, as Lessor, heretofore entered into an Agreement of Lease, dated as of December 15, 1963, (the "Lease"), with the Township, as Lessee, pursuant to which said Sewer System was leased to the Township for use and operation; and

WHEREAS, the Sewer System, as defined in the Indenture and the lease, is limited to facilities and properties which will be used or useful in the collecting, transporting, pumping, treating and/or disposing of Sewage, as defined in the Indenture, in the territory from time to time designated in the 1962 Agreement and all amendments and supplements thereto made and at any time constituting part thereof; and

WHEREAS, the Authority and the Township have determined to acquire and construct additions and improvements to the existing Sewer System, which thereafter shall become a part of said Sewer System, for the purpose of collecting and transporting sewage and wastes originating in the Township beyond the boundaries of the area originally designated in the 1962 Agreement; and

WHEREAS, in order to finance such proposed acquisition and construction, under the aforesaid Trust Indenture, it is necessary to enter into an amendment to the 1962 Agreement to extend the territory designated therein.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. The area designated in Section 1 and Exhibit A of the 1962 Agreement is hereby amended. Hereafter the area designated in the 1962 Agreement shall be the geographical boundaries of the Township or such additional area as may be agreed to, in writing, by the City.

2. It is understood and agreed that the total capacity reserved and allocated to the Township and the Authority shall be 2.5 million gallons average daily flow, with the further understanding and agreement that all sewage and wastes originating in the Township and discharged into the sewer system operated by the City in excess of the first 500,000 gallons average daily flow from the area designated in the 1962 Agreement shall be subject to all terms, conditions and charges provided for in the Primary Agreement.

3. This Supplemental Agreement, being an amendment to the 1962 Agreement, shall be construed as a part of the 1962 Agreement.

All terms, conditions, covenants and agreements of the 1962 Agreement, unless the context clearly otherwise requires and except to the extent that the same are amended or supplemented hereby, are ratified and confirmed and are declared to be and shall be and remain in full force and effect and shall apply in all respects to this Supplemental Agreement, all as shall be applicable and appropriate, as if the same were repeated in full herein; provided, however, that provisions of the 1962 Agreement shall be construed so as to give proper effect and meaning to provisions of this Supplemental Agreement.



IN WITNESS WHEREOF, each of the parties hereto have caused this Supplemental Agreement to be executed and attested by its proper officers duly authorized by ordinance or resolution and their respective seals to be hereunto affixed the day and year first-above written.

CITY OF ALLENTOWN

By: Ray Mraz  
Mayor

ATTEST:

Sharon Little  
City Clerk

TOWNSHIP OF SOUTH WHITEHALL

By: Ralph Schwanz  
President of the Board of  
Township Commissioners

ATTEST:

Kevin Rudman  
Secretary

SOUTH WHITEHALL TOWNSHIP AUTHORITY

By: David Block  
Chairman

ATTEST:

Paul Mankinfield  
Secretary

***Attachment E – Draft Ordinances and Resolutions***

SOUTH WHITEHALL TOWNSHP  
SOUTH WHITEHALL AUTHORITY

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**SOUTH WHITEHALL TOWNSHIP  
LEHIGH COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 1021  
(Duly Adopted May 3, 2017)**

**AN ORDINANCE TO DIRECT THE SOUTH WHITEHALL TOWNSHIP AUTHORITY TO TAKE ALL STEPS NECESSARY TO EFFECTUATE ITS DISSOLUTION; TO DIRECT THE AUTHORITY TO TRANSFER ALL ASSETS, PROPERTY INTERESTS AND REGULATORY PERMITS HELD BY THE AUTHORITY TO SOUTH WHITEHALL TOWNSHIP; TO DIRECT THE AUTHORITY TO ASSIGN ALL ITS CONTRACTUAL RIGHTS AND OBLIGATIONS TO SOUTH WHITEHALL TOWNSHIP; TO DIRECT THE AUTHORITY TO SATISFY ANY AND ALL OUTSTANDING DEBTS; TO DIRECT THE AUTHORITY TO EXECUTE A CERTIFICATE OF TERMINATION TERMINATING ITS EXISTENCE; TO AUTHORIZE THE SOUTH WHITEHALL TOWNSHIP BOARD OF COMMISSIONERS TO FILE SAID CERTIFICATE WITH THE PENNSYLVANIA SECRETARY OF THE COMMONWEALTH; TO AUTHORIZE THE BOARD OF COMMISSIONERS TO RECORD SAID CERTIFICATE WITH THE LEHIGH COUNTY RECORDER OF DEEDS; TO PROVIDE FOR A SEVERABILITY CLAUSE AND TO PROVIDE FOR AN EFFECTIVE DATE.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Municipality Authorities Act of the Commonwealth of Pennsylvania, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962, pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority owns assets comprising the water system and the sanitary sewer system which render water and sewer service to the residents of the Township and a small number of customers located outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township has determined that the best interests of the citizens of the Township is served by dissolution of the Authority and

transfer of ownership, operation, maintenance and control of the water system and sanitary sewer system which service the Township from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township is authorized to compel the dissolution of the Authority pursuant to Section 5619 of the Municipality Authorities Act, 53 Pa.C.S. § 5619; see also *Township of Forks v. Forks Township Municipal Sewer Authority*, 759 A.2d 47 (Pa.Cmwlth. 2000); and

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Commissioners of South Whitehall Township, Lehigh County, Commonwealth of Pennsylvania as follows:

**Section 1.** The Board of Commissioners of South Whitehall Township hereby directs and orders that the Authority be dissolved.

**Section 2.** The Authority and its duly appointed agents are directed to take all actions necessary to effectuate its dissolution, including, but not limited to, the following:

- A. The Authority shall take all steps necessary to effectuate the transfer all of its assets to the Township;
- B. The Authority shall compile and provide to the Township, a list of all easements, licenses and rights in or related to real property that it presently holds (with Recorder of Deeds recording information if recorded) other than fee simple ownership rights, and upon request by the Township, provide copies of all documents and information (deeds, plans, license agreements, right-of-way documents, etc.) to the Township, following which the Authority shall execute all documents deemed necessary or advisable by the Township to effectuate the transfer/conveyance of these easements and other rights to the Township;
- C. The Authority shall take all steps necessary to assign, delegate and transfer from the Authority to the Township all contractual rights and obligations held by the Authority in furtherance of the Authority's ownership and operation of the water system and sanitary sewer system; to the extent any such rights or obligations would appear to be unassignable, the Authority shall notify the Township so the appropriate coordination may be pursued for a lawful assignment to and assumption by the Township;
- D. The Authority shall take all steps necessary to transfer from the Authority to the Township all local, state and federal regulatory approvals and permits held by the Authority to enable its operation of the water and sanitary sewer systems. The approvals to be transferred include, but are not limited to, all permits issued to the Authority by the Pennsylvania Department of Environmental Protection and its predecessor, the Pennsylvania Department of Environmental Resources;

- E. Except to the extent already addressed in Section 2A, B, C or D above, the Authority shall compile and provide to the Township, a list of all outstanding debts, financial obligations, and liabilities of the Authority, and upon request by the Township, provide copies of all related information and documentation to the Township; and
- F. The Authority shall approve and execute a Certificate of Termination, as set forth in form and substance appended hereto as Exhibit "A," in accordance with the Municipalities Act, 53 Pa.C.S. § 5619. Upon execution of the Certificate of Termination, the Authority shall deliver the Certificate to the Township Solicitor. The Township Solicitor shall hold the Certificate for future filing at a time deemed appropriate by the Township.

**Section 3.** Unless specifically authorized by resolution of the Township, the Authority is prohibited from entering into new contracts and agreements, prohibited from assuming new debt obligations, and prohibited from making any expenditures, including but not limited to, expenditures made for the purpose of challenging the right of the Township to dissolve the Authority. Notwithstanding the aforementioned provisions, the Authority is authorized to make payments on debt assumed prior to the date of adoption of this Ordinance effectuating dissolution.

**Section 4.** Upon dissolution of the Authority, the Township shall accept all property, assets, easements, regulatory permits, contractual rights and obligations and all other interests being transferred from the Authority to the Township pursuant to this Ordinance.

**Section 5.** The Board of Commissioners of South Whitehall Township hereby approves the Certification of Termination of the Authority in the form appended hereto as Exhibit "A."

**Section 6.** Upon adoption of this Ordinance and compliance with all executory provisions herein, the Board of Commissioners of South Whitehall Township is hereby authorized to file the Certificate of Termination in the Office of the Secretary of the Commonwealth of Pennsylvania.

**Section 7.** Prior to recording of the Certificate of Termination in the Office of Recorder of the Deeds of Lehigh County, the Township will evaluate and make a decision by official action regarding which outstanding debts, financial obligations and liabilities of the Authority are to be assumed by the Township and which shall be satisfied by the Authority.

**Section 8.** Once approval of the Certificate of Termination is obtained from the Secretary of the Commonwealth, the Township Manager or Acting Township Manager, as applicable is authorized after obtaining Township Solicitor approval to record the Certificate of Termination in the Office of the Recorder of Deeds of Lehigh County. Prior to recording the Certificate of Termination, the Township Manager or Acting Township Manager is directed to consult the Township Solicitor to determine the appropriate timing of the recording.

**Section 9.** Upon recordation of the Certificate of Termination with the Recorder of Deeds of Lehigh County, all property of the Authority shall pass to the Township and the Authority will be effectively dissolved and terminated pursuant to 53 Pa.C.S. § 5619(c).

**Section 10.** The South Whitehall Township Commissioners, Township Solicitor, Township Manager, Township Treasurer, Township Secretary and all other proper Township actors and agents are all, individually and collectively, authorized to take any further action necessary to effectuate the dissolution of the Authority and the transfer of Authority property, assets, easements, regulatory permits, contractual rights and obligations and all other interests passing by virtue of this Ordinance.

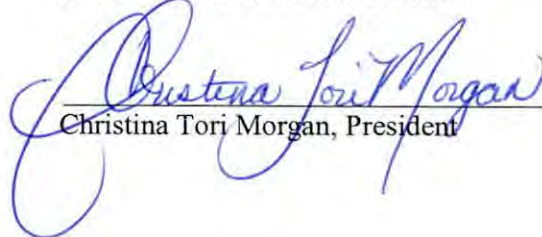
**Section 11.** All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed.

**Section 12.** If any section of this Ordinance is found to be unconstitutional, illegal or invalid, for any reason, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared to be the legislative intent of the South Whitehall Township Board of Commissioners that this Ordinance would have been adopted had such provisions not been included herein.

**Section 13.** All provisions of this ordinance and of the Code shall be in force and effect on and after May 3, 2017.

**DULY ORDAINED AND ENACTED** this 3rd day of May 2017, by a majority of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Ordinance, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, execute this Ordinance on behalf of the Board.

TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS

  
Christina Tori Morgan, President

ATTEST:

  
\_\_\_\_\_  
Lenore M. Horos, Secretary



## Exhibit "A"

CERTIFICATE OF TERMINATION OF THE  
SOUTH WHITEHALL TOWNSHIP AUTHORITY,  
LEHIGH COUNTY, PENNSYLVAINA

**THIS CERTIFICATE** ("Certificate") is made this \_\_\_\_ day of \_\_\_\_\_ 2017 by the South Whitehall Township Authority, Lehigh County, Pennsylvania ("**Authority**").

**WHEREAS**, pursuant to South Whitehall Township Ordinance No. **1021** the Authority was directed to take all actions necessary to effectuate its dissolution;

**WHEREAS**, pursuant to the Municipalities Authorities Act, 53 Pa.C.S. § 5619, the Authority hereby submits this Certificate, requesting and advising that the South Whitehall Township Board of Commissioners terminate its existence; and

**NOW THEREFORE**, the Authority, intending to be legally bound hereby, certifies as follows:

1. The Authority hereby submits this Certificate requesting its termination pursuant to South Whitehall Township Ordinance No. **1021** and the Municipalities Authorities Act, 54 Pa.C.S. § 5619.
2. The South Whitehall Township Board of Commissioners is authorized to terminate the existence of the Authority based on its prior action to create the Authority in 1962.
3. The President, Secretary, Vice President and Assistant Secretary are hereby authorized to take all actions necessary to carry out the purposes of this Certificate and to effectuate the dissolution of the Authority.

**IN WITNESS WHEREOF**, the undersigned officers of the Authority, have been authorized by the Board of the Authority, have hereunto set their hands and seals the date first written above.

**SOUTH WHITEHALL TOWNSHIP  
AUTHORITY**

ATTEST:

\_\_\_\_\_  
Dr. Rex D'Agostino, Secretary

\_\_\_\_\_  
Daniel G. D'Imperio, President



**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 1026  
(Duly adopted November 15, 2017)**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA, TO ADOPT A STANDARD POLICY REGARDING APPLICATIONS FOR, AND GRANTS OF, WATER AND SEWER CAPACITY ALLOCATIONS, TO REPEAL PRIOR INCONSISTENT ORDINANCES, TO PROVIDE FOR A SEVERABILITY CLAUSE AND TO PROVIDE FOR AN EFFECTIVE DATE.**

**WHEREAS**, South Whitehall Township ("**Township**") is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority ("**Authority**") is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to properties within the Township and a small number of properties outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township previously determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to the Municipality Authorities Act and applicable law, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the Authority adopted Resolution No. 2013-11-BOA on September 16, 2013, which established a standard policy regarding applications for, and grants of, water and sewer capacity allocations for proposed use of the water and sanitary sewer systems serving the Township; and

**WHEREAS**, as part of the dissolution process, the Township has assumed responsibility for the administration of water and sewer allocations for use of the water and sanitary sewer systems; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township desires that the Authority's water and sewer allocation policies presently in effect, as stated in Authority Resolution No. 2013-11-BOA, be adopted and ordained by the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township is authorized to establish said water and sewer allocation policies pursuant to Section 56577 of the First Class Township Code, 53 P.S. § 56577.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

Resolution No. 2013-11-BOA adopted by the Authority on September 16, 2013, establishing a standard policy regarding applications for, and grants of, water and sewer capacity allocations for use of the water and sanitary sewer systems, is hereby adopted in its entirety as an Ordinance of the Township. A copy of Authority Resolution No. 2013-11-BOA is attached hereto as Exhibit "A" and is incorporated herein. The Township is immediately responsible for administering the provisions of Resolution No. 2013-11-BOA.

**SECTION 2.**

All references in the adopted Resolution No. 2013-11-BOA to the "Authority" shall be read to mean the "Township" and all references to the "Board of Authority" shall be read to mean the "Board of Commissioners."

**SECTION 3.**

All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed.

**SECTION 4.**

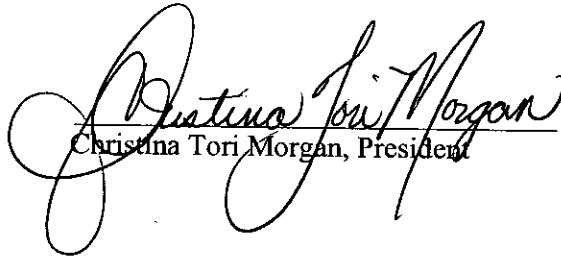
If any section of this Ordinance is found to be unconstitutional, illegal or invalid, for any reason, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared to be the legislative intent of the South Whitehall Township Board of Commissioners that this Ordinance would have been adopted had such provisions not been included herein.

**SECTION 5.**

This Ordinance shall become effective immediately.

**DULY ORDAINED AND ENACTED** this 15th day of November, 2017, by a majority of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Ordinance, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, execute this Ordinance on behalf of the Board.

TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS

  
Christina Tori Morgan, President

ATTEST:

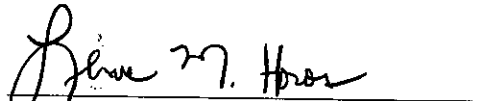
  
Lenore M. Horos, Secretary

Exhibit "A"

**SOUTH WHITEHALL TOWNSHIP  
BOARD OF AUTHORITY  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION #2013-11-BOA  
(Duly Adopted September 16, 2013)**

**A RESOLUTION ESTABLISHING A STANDARD POLICY REGARDING APPLICATIONS FOR, AND  
GRANTS OF, WATER AND SEWER CAPACITY ALLOCATIONS**

**WHEREAS**, South Whitehall Township Authority ("Authority") desires to establish a standard policy concerning the grant of public water and sanitary sewer capacity allocations to new and enlarging users within its service area; and

**WHEREAS**, Authority is concerned about making allocation grants to projects, the completion of which is not yet a certainty, as such grants have the potential to restrict utility capacity for projects more imminent or viable; and

**WHEREAS**, the policy which follows allows new and enlarging users some certainty as to the availability of utility services, but only after sufficient engineering is completed to determine the viability of the user's new or expanded capacity needs.

**NOW, THEREFORE**, be it and it is hereby **RESOLVED** by the Board of Authority that the following policy shall govern the grant of water and sanitary sewerage capacity to non-governmental third parties.

**A. Availability Determination**

1. A prospective new or enlarged user of utility capacity (hereinafter "Developer") may inquire of the Authority in writing at anytime as to the available capacity in the water or sanitary sewerage systems, or both, to serve Developer's project.
2. Developer is hereby advised that any response by Authority to an availability request is advisory only, that it reflects the best knowledge of the Authority staff at the time of the inquiry only, and is not binding upon Authority.

3. The Authority hereby reserves the right, from time to time, to establish uniform and reasonable fees to be paid by Developer to secure availability information. The developer shall complete a Water/Sewer Allocation Application with all applicable documentation, post an application fee as listed on the application, Professional Services Agreement (PSA) and post an escrow from which professional fees incurred in making the capacity determination shall be deducted before a capacity determination may be made. The escrow will be replenished by the developer as required by SWTA. Upon Developer's request, any unused escrow shall be refunded to Developer after all professional invoices incurred by Authority have been paid.

**B. Grants of Allocation**

1. A Developer shall, no earlier than the date of preliminary land development or subdivision plan approval, but no later than the date of final plan approval, request in writing and obtain an allocation of the Authority's water supply or of its sanitary sewerage treatment and transmission capacity, or both.
2. A grant of allocation shall, in this instance, be determined based upon the Authority's best knowledge of the capabilities and capacities in the water and sewerage systems available for use at the time of application.
3. An allocation (or any part thereof) may be revoked or reduced by Authority at any time subsequent to its grant due to system exigencies.
4. All grants of allocation shall expire if not used within three (3) years of the date of the grant, without any refund of reservation fees paid, unless expressly extended in writing by the Board of Authority.
5. No grant of allocation may be purchased from the Developer by third parties nor transferred to land or buildings other than those for which the grant is made.



6. A fee shall be submitted at the time of each allocation request based upon the following fee schedule:

	<b>Rate per Gallon/Day</b>
Water reservation of capacity fee	\$3.58
Sanitary sewer reservation of capacity (generally)	\$3.58
Sanitary sewer reservation if served by Coplay-Whitehall Interceptor	\$8.80

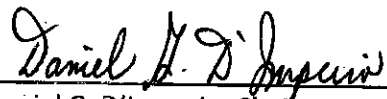
This schedule shall be reviewed annually.

7. No allocation shall be granted which conflicts with any requirement issued or moratorium established by any state or federal agency having jurisdiction over water usage or distribution, or sanitary sewerage collection or disposal.

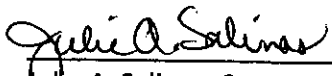
All resolutions of and parts of resolutions inconsistent herewith expressly are repealed. Specifically, but not limited to, this resolution shall be deemed to supersede and replace Resolutions 2013-06-BOA.

**DULY RESOLVED**, this 16th day of **September 2013** by the Board of Authority, South Whitehall Township, in lawful session, duly assembled.

**SOUTH WHITEHALL TOWNSHIP  
BOARD OF AUTHORITY**

  
\_\_\_\_\_  
Daniel G. D'Imperio, Chairman

**ATTEST:**

  
\_\_\_\_\_  
Julie A. Salinas, Secretary



**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 1025  
(Duly adopted November 15, 2017)**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA, TO ADOPT CRITERIA AND PROCEDURES FOR CALCULATING WATER AND SEWER USAGE FOR PURPOSES OF CALCULATING TAPPING FEES, TO REPEAL PRIOR INCONSISTENT ORDINANCES, TO PROVIDE FOR A SEVERABILITY CLAUSE AND TO PROVIDE FOR AN EFFECTIVE DATE.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to properties within the Township and a small number of properties outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township previously determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to the Municipality Authorities Act and applicable law, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the Authority adopted Resolution No. 2016-05-BOA on July 18, 2016, which established criteria and procedures for calculating water and sewer usage for purposes of calculating tapping fees for connections to the water and sanitary sewer systems serving the Township; and

**WHEREAS**, as part of the dissolution process, the Township has assumed responsibility for the administration of water and sewer tapping fees for connections to the water and sanitary sewer systems; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township desires that the Authority's water and sewer tapping fee policies presently in effect, as stated in Authority Resolution No. 2016-05-BOA, be adopted and ordained by the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township is authorized to establish said water and sewer tapping fee criteria and policies pursuant to Section 56577 of the First Class Township Code, 53 P.S. § 56577.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

Resolution No. 2016-05-BOA adopted by the Authority on July 18, 2016, establishing criteria and procedures for calculating water and sewer usage for purposes of calculating tapping fees for connections to the water and sanitary sewer systems, is hereby adopted in its entirety as an Ordinance of the Township. A copy of Authority Resolution No. 2016-05-BOA is attached hereto as Exhibit "A" and is incorporated herein. The Township is immediately responsible for administering the provisions of Resolution No. 2016-05-BOA.

**SECTION 2.**

All references in the adopted Resolution No. 2016-05-BOA to the "Authority" shall be read to mean the "Township" and all references to the "Board of Authority" shall be read to mean the "Board of Commissioners."

**SECTION 3.**

All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed.

**SECTION 4.**

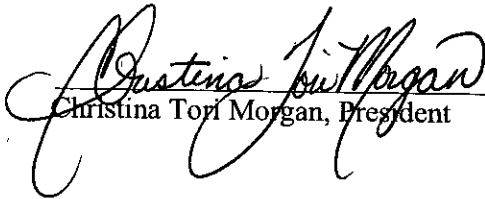
If any section of this Ordinance is found to be unconstitutional, illegal or invalid, for any reason, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared to be the legislative intent of the South Whitehall Township Board of Commissioners that this Ordinance would have been adopted had such provisions not been included herein.

**SECTION 5.**

This Ordinance shall become effective immediately.

**DULY ORDAINED AND ENACTED** this 15th day of November, 2017, by a majority of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Ordinance, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, execute this Ordinance on behalf of the Board.

TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS

  
Christina Tori Morgan, President

ATTEST:

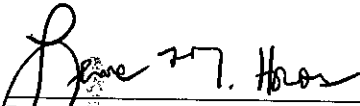
  
Lenore M. Horos, Secretary

Exhibit "A"

**SOUTH WHITEHALL TOWNSHIP AUTHORITY  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2016-05-BOA  
(Duly Adopted July 18, 2016)**

**A RESOLUTION WHICH SUPERSEDES RESOLUTION NO. 2013-07-BOA, DULY ADOPTED ON JULY 15, 2013, TO RESTATE THE CRITERIA AND PROCEDURES FOR CALCULATING WATER AND SEWER USAGE FOR PURPOSES OF CALCULATING TAPPING FEES; WHICH SUPERSEDES RESOLUTION 2014-09-BOA, DULY ADOPTED OCTOBER 20, 2014, TO RESTATE WATER CONNECTION, CUSTOMER FACILITIES, AND TAPPING FEES IN ACCORDANCE WITH PENNSYLVANIA ACTS 2003-57 AND 1990-203, USAGE FEES AND PAYMENT TERMS ASSOCIATED THEREWITH; WHICH SUPERSEDES RESOLUTION 2014-08-BOA, DULY ADOPTED OCTOBER 20, 2014, TO RESTATE SEWER CONNECTION, CUSTOMER FACILITIES, AND TAPPING FEES IN ACCORDANCE WITH PENNSYLVANIA ACTS 2003-57 AND 1990-203, USAGE FEES AND PAYMENT TERMS ASSOCIATED THEREWITH; GENDER; REPEALER AND EFFECTIVE DATE.**

WHEREAS, SOUTH WHITEHALL TOWNSHIP AUTHORITY (“Authority”) is the owner of a municipal water and sewer system which serves portions of South Whitehall Township; and

WHEREAS, by Resolution 2013-07-BOA, duly adopted on July 15, 2015, the Authority restated the criteria and procedures for calculating water and sewer usage for purposes of calculating tapping fees; and

WHEREAS, the Authority’s water connection, customer facilities and tapping fees were updated by Resolution No. 2014-09-BOA, duly adopted on October 20, 2014, in accordance with Acts 2003-57 and 1990-203 of the Pennsylvania General Assembly; and

WHEREAS, the Authority’s water connection, customer facilities and tapping fees are calculated pursuant to Resolution No. 2014-09-BOA based on the criteria and procedures set forth in Resolution No. 2013-07-BOA for calculating water and sewer usage for purposes of calculating tapping fees; and

WHEREAS, the Authority’s sewer connection, customer facilities and tapping fees were updated by Resolution No. 2014-08-BOA, duly adopted on October 20, 2014, in accordance with Acts 2003-57 and 1990-203 of the Pennsylvania General Assembly; and

WHEREAS, the Authority's sewer connection, customer facilities and tapping fees are calculated pursuant to Resolution No. 2014-08-BOA based on the criteria and procedures set forth in Resolution No. 2013-07-BOA for calculating water and sewer usage for purposes of calculating tapping fees; and

WHEREAS, the Authority desires to restate the following in a single Resolution: (a) the criteria and procedures set forth in Resolution No. 2013-07-BOA for calculating water and sewer usage for purposes of calculating tapping fees; (b) the fees assessed by Resolution No. 2014-09-BOA and (c) the fees assessed by Resolution 2014-08-BOA; and

WHEREAS, as a part of said single Resolution, the Authority desires to repeal all provisions of any prior Resolution inconsistent with the provisions of this Resolution and specifically repeal and replace the following Resolutions: (a) Resolution 2013-07-BOA except as to any application for connection which precedes the adoption date of this Resolution; (b) Resolution 2014-09-BOA except as to any application for water connection which precedes the adoption date of this Resolution for which the fees established by Resolution 2014-09-BOA shall apply and (c) Resolution 2014-08-BOA except as to any application for sewer connection which precedes the adoption date of this Resolution for which the fees established by Resolution 2014-08-BOA shall apply; and

WHEREAS, the fees described herein have been adopted at a public meeting of the Authority and the Authority has available for public inspection a detailed itemization of all calculations clearly showing the manner in which the fees were determined.

NOW, BE IT AND IT IS DULY RESOLVED by the Board of Authority of the South Whitehall Township Authority as follows:

**ARTICLE I**  
**CRITERIA AND PROCEDURES FOR CALCULATING WATER AND SEWER USAGE**  
**FOR PURPOSES OF CALCULATING TAPPING FEES**

§1 SCOPE; WATER/SEWER TAPPING APPLICATION.

Unless specifically provided otherwise, anticipated or presumed water and sewer flow shall be determined in accordance with the provisions of this Resolution.

The Authority hereby reserves the right, from time to time, to establish uniform and reasonable fees to be paid by Applicant to secure a water and/or sewer flow determination. The Applicant shall complete a Water/Sewer Tapping Application with all applicable documentation and pay the application fee as listed on the application. Applicant shall also enter into a Professional Services Agreement (PSA) with the Authority and post an escrow from which professional fees and expenses incurred by the Authority in determining water and/or sewer flow shall be deducted before a flow determination may be made by the Authority. If a PSA is completed for an Allocation determination by the Authority and that PSA is still active, a new PSA is not required; however, additional escrow must be posted. The escrow must be replenished by Applicant as required by the Authority. Upon Applicant's request, any unused escrow shall be refunded to Applicant after all professional invoices incurred by Authority have been paid.



## §2 DEFINITIONS.

For purposes of Article I of this Resolution, the following terms shall have the meanings ascribed to them in this Section 2, unless the context clearly indicates otherwise: §

(a) “Applicant” – a prospective new or prospective enlarged user of the Water System and/or Sewer System.

(b) “Authority” – South Whitehall Township Authority, a municipal authority constituted and existing pursuant to the Municipalities Authorities Act of 1945, as amended.

(c) “Dwelling Unit” – any structure, or part thereof, designed and intended to be occupied as the living quarters of a single family or housekeeping unit, and having separate kitchen and separate bathroom facilities.

(d) “gpd” – gallons per day of actual, presumed or anticipated flows.

(e) “Improved Property” – any property located within the utility service area of the Authority upon which there is erected a structure intended for continuous or periodic habitation, occupancy, or use by human beings or animals.

(f) “Sewer System” – all facilities, as of any particular time, for collecting, pumping, transporting, treating, or disposing of sewage and other wastes, other than storm water, which are owned, leased, or operated by the Authority.

(g) “Township” – The Township of South Whitehall, Lehigh County, Pennsylvania, a Pennsylvania municipal corporation and First Class Township.

(h) “Water System” – all facilities, as of any particular time, for pumping, transporting, producing, treating, storing, or distributing potable water, which are owned, leased, or operated by the Authority.

## §3 ANTICIPATED OR PRESUMED FLOW CALCULATION CRITERIA.

(a) Residential. In accordance with the requirements of Act 2003-57, the measure of the rate of flow of water to a single family residential dwelling unit (SFRD) is 65 gpd times the average number of residents in a SFRD in South Whitehall Township, as determined by the last federal census. The rate of flow of sewage from a SFRD is 90 gpd times the same average number of residents. As of the date of this Resolution, the average number of residents in a SFRD is 2.38.

(b) Non-Residential. The measure of the rate of flow for water and sewer to a non-residential dwelling shall be the anticipated flow, as reasonably determined by the Authority based upon Department of Environmental Protection data, public utility industry publications, or from user estimates, so long as the latter has an empirical and readily verifiable basis, provided that no estimate shall be made in a manner which conflicts with Acts 2003-57 or 1990-203.

(c) Presumptions for Non-residential properties.

(1) Variations: Peak vs. Average Demand. In all types of uses, the rate of flow of water or sanitary sewage is not constant at all times. The rate varies from hour to hour, day to day, and season to season depending on the demands of the use. When one is concerned with the ability to provide service at times of peak demand, one is only interested in the rate of flow at times of peak demand; it is irrelevant what the average rate of flow is when one needs to design a system that can accommodate peak demands. In other situations, it may be more appropriate to consider the average rate of flow over an extended period of time.

(2) Anticipated flow calculations refer to Peak Demand. From time to time, the rate of flow of a fluid must be determined for purposes of insuring and providing capacity in the Authority sewer and water systems which can accommodate peak demands on those systems. Therefore, unless clearly indicated otherwise, all references to anticipated flow for non-residential properties shall be considered references to the average flow from or to a given Improved Property during the 30-day period of any year for which the total flow is the greatest.

(d) Anticipated Flow. Except as provided in Section 5 of this Article, the amount of anticipated flow at any given time for any given non-residential Improved Property shall be determined in accordance with Section 4 of this Article (rounded to four decimal places), based upon a rebuttable presumption applicable as a matter of administrative convenience and necessity to all calculations, that the average flow of water to, or sanitary sewage from, a given non-residential Improved Property may be calculated utilizing the 30-day period of any year for which the total flow is the greatest.

## §4 PRESUMED FLOWS, BY USE CATEGORY.

The presumed flow for any given Improved Property served or to be served by the Authority shall be determined in accordance with the Calculation of Presumed Water or Sanitary Sewerage System Flow by Use Category marked as Exhibit "A" attached hereto and made a part hereof and as follows:

(a) Residential. Improved Properties upon which residential uses (other than hotels and motels) are maintained shall be charged in accordance with Exhibit "A". Additional flows shall be presumed and charged for any retail, service, or business use which is attached to or part of a Dwelling Unit, in accordance with the other subsections of this Section. However, no additional flows shall be presumed or charged for laundry facilities provided on an Improved Property solely for the use of full-time residents. Mobile home parks shall be treated as having the flows for one residential Dwelling Unit for each space available for the siting of a mobile home.

(b) Hotels & Motels. Improved Properties upon which hotels or motels are maintained shall be charged in accordance with Exhibit "A". If self-service laundry facilities or dining or food service areas are also provided on the Improved Property, additional flow shall be presumed and charged as provided in subsections (c) and (f). No additional flow shall be

presumed for institutional laundry facilities associated with hotels or motels and which provide services solely for hotel or motel guests.

(c) Restaurants/Food Service. Improved Properties upon which restaurants and other food services uses are maintained shall be charged as follows:

(1) Full-Service Restaurant. If the use is a full-service restaurant (one in which the utensils will be washed and re-used, and patrons will eat on the premises), fees in accordance with Exhibit "A" shall be presumed and charged on the basis of each square foot of gross floor area in the dining areas of the restaurant (not counting any cocktail lounge or bar areas). If cocktail lounge or bar areas are also present, additional flow shall be presumed and charged as provided in paragraph (4) below.

(2) Single-Service Utensil Restaurants. If the use is a single-service utility restaurant (one in which the utensils will not be washed and re-used, but in which the majority of patrons will eat on the premises), fees in accordance with Exhibit "A" shall be presumed and charged for each square foot of gross floor area in the dining areas of the restaurant.

(3) Take-Out Restaurants and Food Catering Facilities. If the use is a take-out restaurant or other food service establishment in which the majority of patrons will not eat on the premises, or a food catering facility in which food is prepared for consumption at another location, fees in accordance with Exhibit "A" shall be presumed and charged on the basis of each square foot of gross floor area occupied by the use (other than gross floor area in any incidental dining area).

(4) Cocktail Lounges and Bar Areas. If the use includes a cocktail lounge and/or bar, fees in accordance with Exhibit "A" shall be presumed and charged on the basis of each square foot of floor area in the cocktail lounge and bar areas, including the floor area behind the bar.

(d) Beauty Shops/Barbershops. Improved Properties upon which beauty shops or barbershops are maintained (except as described in subsection (a)) shall be charged fees in accordance with Exhibit "A" on the basis of each operator chair. Any change in the number of operator chairs on an Improved Property shall constitute a change in use or a modification of the use of the Improved Property.

(e) Movie or Live-Performance Theatres. Improved Properties upon which movie or live-performance theatres are maintained shall be charged fees in accordance with Exhibit "A" on the basis of each square foot of gross floor area in the performance-viewing areas of the Improved Properties. If food service areas are also provided on the Improved Property, additional flow shall be presumed as provided in subsection (c).

(f) Self-Service Laundries. Improved Properties upon which self-service laundries are maintained shall be charged fees in accordance with Exhibit "A" on the basis of each square foot of gross floor area in the areas open to the public.

(g) Offices. Improved Properties upon which offices are maintained shall be charged fees in accordance with Exhibit "A" on the basis of each square foot of gross floor area devoted to office and accessory uses (including, *e.g.*, storage, filing, and supply areas, waiting areas, conference areas, meeting rooms, halls, elevators, washrooms, etc.).

(h) Retail Stores. Improved Properties upon which retail sales uses are maintained shall be charged fees in accordance with Exhibit "A" on the basis of each square foot of gross floor area devoted to retail sales and accessory uses (including, *e.g.*, storage and supply areas, aisles, store shelves, elevators, washrooms, etc.).

(i) Industrial. Improved Properties upon which industrial uses are maintained shall be charged as follows:

(1) In General. Fees in accordance with Exhibit "A" on the basis of each square foot of gross floor area devoted to industrial uses (including *e.g.*, manufacturing, processing, fabrication, assembly, repair, maintenance, garage, printing, binding, and freight terminal uses) and uses accessory thereto, other than uses described in paragraph (2); plus

(2) Warehouse & Storage. Fees in accordance with Exhibit "A" on the basis of each square foot of gross floor area devoted to warehouse or storage uses (including aisles, etc.); plus

(3) Industrial Wastes. Fees in accordance with Exhibit "A" on the basis of each "Reconstituted Gallon" of industrial waste estimated to be discharged by the industrial use per day (as determined by the Authority Engineer). For purposes of this paragraph (3), the number of "Reconstituted Gallons" is equal to the number of actual gallons to be discharged if the strength of the discharge is equal to or less than 300 mg/l of Biochemical Oxygen Demand ("BOD"), 360 mg/l of Suspended Solids ("SS"), and 85 mg/l of Total Kjeldahl Nitrogen ("TKN"); if the actual discharge exceeds a strength of 300 mg/l BOD, 360 mg/l SS, or 85 mg/l TKN, the number of "Reconstituted Gallons" is equal to the number of gallons which would result if pure water were added to the discharge until the average strength of the discharge-plus-added-water is equal to or less than 300 mg/l BOD, 360 mg/l SS, and 85 mg/l TKN.

(j) Schools.

(1) Day Schools. Improved Properties upon which schools are maintained (other than boarding schools) shall be charged fees in accordance with Exhibit "A" on the basis of each person if the school includes showers, or fees in accordance with Exhibit "A" on the basis of each person if the school does not include showers.

(2) Boarding Schools. Improved Properties upon which boarding schools are maintained shall be charged fees in accordance with Exhibit "A" on the basis of each square foot of gross floor area in any residence hall (including bedrooms, washrooms, lounge areas, halls, etc.), plus fees in accordance with Exhibit "A" on the basis of each person for all other areas.

(3) "Person." For purposes of this subsection (j) only, the number of persons in a school shall be equal to the maximum number of students who may attend the school at any one time as established by the Pennsylvania Department of Education, plus the number of administrators, faculty, staff, and other employees reasonably expected to be assigned to work at the school building in the event the number of students at the school is equal to the maximum permitted number of students.

(k) Churches. Improved Properties upon which churches are maintained shall be charged fees in accordance with Exhibit "A" on the basis of each square foot of gross floor area in any worship-assembly area (including, but not limited to, nave and sanctuary areas, but not including any vestibule areas). In addition, if schools, classrooms, offices, or food service uses are located on church property, such additional uses shall be charged with additional flow as prescribed in the other subsections of this Section 4.

(l) Hospitals. Improved Properties upon which hospitals are maintained shall be charged with:

(1) In-Patients. Fees in accordance with Exhibit "A" on the basis of each in-patient bed the hospital is authorized to maintain and whether the hospital has laundry facilities. (Any change in the number of authorized in-patient beds or whether the hospital has laundry facilities shall be deemed a change in use or modification of use of the Improved Property); plus

(2) Out-Patients. Fees in accordance with Exhibit "A" on the basis of each square foot of gross floor area in the hospital, except for in-patient rooms (rooms with beds primarily occupied by in-patients) and rooms primarily devoted to the performance of medical procedures on persons who are in-patients at the hospital. In addition, if food service uses are located at the hospital, such uses shall be charged with additional flow as prescribed in subsection (c), and the area occupied by such uses shall not be included in the calculations made under the first sentence of this paragraph (2).

(m) Institutions Other Than Hospitals. Improved Properties upon which institutions (other than hospitals) are maintained (e.g., nursing homes) shall be charged fees in accordance with Exhibit "A" on the basis of each bed the institution is authorized to maintain. (Any change in the number of authorized beds shall be deemed a change in use or modification of use of the Improved Property for purposes of calculating additional flow.)

(n) Swimming Pools & Bathhouses.

(1) Except as provided in paragraph (2), Improved Properties upon which swimming pools or bathhouses are maintained shall be charged fees in accordance with Exhibit "A" on the basis of each square foot of gross area in the building areas and/or outdoor enclosed areas devoted to the pool or bathhouse uses. In addition, any food service uses shall be charged with additional presumed flow as provided in subsection (c).

(2) Paragraph (1) shall not apply to pools or bathhouses which are associated with residential properties and which may only be used by residents or guests of residents who are not charged an admission fee.

(o) Day Spas.

(1) Improved Properties upon which day spas are maintained shall be charged fees in accordance with Exhibit "A" on the basis of each sink.

(p) Cafeterias. Improved Properties upon which cafeteria uses are maintained shall be charged as follows:

(1) Full-Service Cafeteria. If the use is a full-service cafeteria (one in which the utensils will be washed and re-used, more than one daily meal is offered, and patrons will eat on the premises), fees in accordance with Exhibit "A" shall be presumed and charged on the basis of each square foot of net floor area (total square feet of dining area multiplied by 0.83) multiplied by the number of daily meals offered divided by the presumed density of patrons per square feet of net floor area per person. If the use is a single-service cafeteria (one in which the utensils will not be washed and re-used, only one daily meal is offered, and patrons will eat on the premises), flow shall be presumed and charged as provided in paragraph (2) below.

(2) Single-Service Cafeteria. If the use is a single-service cafeteria (one in which the utensils will not be washed and re-used, only one daily meal is offered, and patrons will eat on the premises), fees in accordance with Exhibit "A" shall be presumed and charged on the basis of each square foot of net floor area (total square feet of dining area multiplied by 0.83) divided by the presumed density of patrons per square feet of net floor area per person.

(q) Other Uses. Whenever any use exists on an Improved Property which is not fairly described in the preceding subsections of this Section 4, the amount of presumed or additional flow with respect to such use(s) shall be determined, whenever practicable, by reference to that use (or those uses) described in the preceding subsections of this Section 4 which is most similar to the use(s) which exists on the Improved Property. Similarly, for this purpose, the amount of presumed or additional flow with respect to such use(s) shall be based on similar patterns of water consumption and sanitary sewage discharge. Whenever it is not practicable to calculate presumed or additional flow by reference to one or more of the preceding provisions of this Section 4, the Board of Authority staff and Township Engineer shall establish the presumed flow for such use in accordance with the criteria in Section 3 of this Article.

(r) Multiple Uses. Whenever any Improved Property shall have more than one use established thereon, the additional presumed flow for such Improved Property shall be equal to the sum of the amount of additional presumed flow for each individual use (as provided in the preceding subsections of this Section 4).

§5 SPECIAL EXCEPTIONS TO USE OF PRESUMED FLOWS BY USE CATEGORY.

(a) In General. The Board of Authority recognizes that the presumptions set forth in Section 4 of this Article may not properly reflect peak flow rates from a given Improved Property for either water, sanitary sewage, or both. Therefore, the procedures set forth in this Section shall apply to any request to establish a different presumed or anticipated flow for any given Improved Property, applicable to either water, sanitary sewage, or both, by special exception.

(b) Request for Special Exception. Either the Authority or a person with an interest in the Improved Property may request a special exception to the presumptions of Section 4 of this Article. The Authority shall make such a request by mailing (certified mail, return receipt requested to last known address) or hand-delivering a notice of the request to the Owner of the Improved Property or his authorized agent. Any other interested person shall make such a request by filing a written notice with the Authority, on forms prescribed by the Authority.

(c) Agreement of Owner and Board of Authority. Subsequent to an advisory recommendation by the Board of Authority staff and its appointed professionals, if the Owner of the Improved Property and the Board of Authority shall agree that the presumed or anticipated flow which should be assigned to any Improved Property for purposes of water, sanitary sewer, or both, should be higher or lower than the amount calculated under Section 4 of this Article, and shall agree on the appropriate anticipated or presumed flow, the number so agreed shall be the amount of flow assigned to the Improved Property at that time. Any agreement under this subsection (c) with respect to any particular situation giving rise to an obligation to make a payment to the Authority shall be made at or prior to the time that the payment is due to the Authority.

(d) Hearing Before Board of Authority. If an agreement under subsection (c) cannot be obtained, the Board of Authority shall conduct a hearing to determine the anticipated or presumed flow which should be assigned to the Improved Property. The Board shall find that the amount of flow is equal to the presumed flow under Section 4 of this Article, unless either the Authority staff or the Owner of the Improved Property shall persuade the Board that it is likely that the actual 30-day peak flow rate from or to the Improved Property will be more than ten (10%) percent higher or considerably lower than that presumed under Section 4 of this Article. All hearings under this subsection (d) with respect to any particular situation giving rise to an obligation to make a payment to the Authority shall be made at or prior to the time that the payment is due to the Authority. Hearings shall not be deferred for extended periods of time after the time payment is due to the Authority, nor shall any payments made be subject to reconsideration and partial reimbursement through hearings under this subsection (d) which take place months or years after the time payment is due to Authority. Anticipated flows are to be determined based on reasonable estimates made at the time payment is due, and not the actual usage data obtained after the fact by any particular customer for any particular period, since such actual data may not be representative of the peak demands which may be made by an Improved Property on the municipal water and sewer systems when the Improved Property is fully utilized.

§6 APPEAL PROCESS.

(a) That the Board of Authority is hereby appointed as a Board of Appeal, duly constituted (in addition to other lawful powers and duties granted to it) and authorized to review and adjudicate challenges by property owners to any and all anticipated flow calculations used or to be used to assess or levy a fee against any property owner whose property is served by the Authority water system; provided that:

(1) The written notice of appeal must state the basis for such challenge, and must have appended to it (or delivered with it) data in support thereof, to provide a reasonable opportunity for resolution of the dispute without the necessity of a hearing.

(2) A decision made by the Authority as to an anticipated flow calculation shall be presumed valid, so long as it is based upon substantial evidence, or upon the best evidence available to or provided by the property owner to the decision maker at the time the connection or tapping fee was assessed.

(3) A hearing on the appeal, if requested by the appellant, must be held within sixty (60) days of the date the appeal as filed with the Board of Authority, and a written decision must be mailed to the appellant's last known address within forty-five (45) days of the date that the final hearing was officially concluded. The written decision shall set forth the basis upon which the Board's decision is made.

(4) A decision made by the Board of Authority shall be deemed a final determination, appealable only to the Court of Common Pleas of Lehigh County.

**ARTICLE II**  
**WATER CONNECTION AND INCREASED USAGE FEES**

§1 DEFINITIONS

For purposes of Article II of this Resolution, the following terms shall have the meanings ascribed to them in this Section 1, unless the context otherwise indicates:

(a) "Authority" – The South Whitehall Township Authority, a municipal authority constituted and existing pursuant to the Municipalities Authorities Act of 1945, as amended.

(b) "Design Capacity" – The permitted or rated capacity of facilities expressed as a multiple of 100 gallons per day.

(c) "Design Capacity Required By A New Residential Customer" – The design capacity required by a new residential customer used in calculating the water tapping fees shall not exceed an amount established by multiplying 65 gallons per capita per day times the average number of persons per household as established by the most recent census data provided by the United States Census Bureau. Alternatively, the design capacity required by a new residential customer shall be determined by a study, but shall not exceed the average water consumption per residential customer. The average residential water consumption shall be



determined by dividing the total water consumption for all metered residential customers in the Authority's service area over at least a twelve-consecutive-month period within the most recent five years by the average number of customers during the period.

(d) "Dwelling Unit" – any structure, or part thereof, designed and intended to be occupied as the living quarters of a single family or housekeeping unit, and having separate kitchen and separate bathroom facilities.

(e) "Improved Property" – any property located within the area served by the Water System upon which there is erected a structure intended for continuous or periodic habitation, occupancy, or use by human beings or animals.

(f) "Outstanding Debt" – The principal amount outstanding of any bonds, notes, loans or other form of indebtedness used to finance or refinance facilities included in the tapping fee.

(g) "Owner" – any Person vested with ownership, legal or equitable, sole or partial, of any Improved Property. When more than one Person is the Owner of any particular parcel of Improved Property, all such Persons shall be jointly and severally liable for the payment of the fees and charges imposed under this Resolution.

(h) "Person" – any individual, partnership, company, association, society, corporation, or other group or entity.

(i) "Service Line" – A water line that directly connects a single building or structure to a distribution facility.

(j) "Standard Meter" – A water meter which accommodates a water connection of less than two inches (2") in diameter.

(k) "System Design Capacity" – The design capacity of the system for which the tapping fee is being calculated which represents the total design capacity of the Water System.

(l) "Township" – The Township of South Whitehall, Lehigh County, Pennsylvania, a Pennsylvania municipal corporation and First Class Township.

(m) "Water Lateral" – A distribution facility that connects a Service Line to a Water System main.

(n) "Water System" – all facilities, as of any particular time, for producing, pumping, transporting, treating, storing, or distributing potable water, which are situate in or adjacent to the Township and owned, leased or operated by the Authority.

## §2 WATER CONNECTION FEES

(a) **Imposition of Fee.** Except as provided in paragraphs (c) through (e) and in Sections 8 and 9 of this Article, the Owner of each Improved Property which is to be newly connected to the Water System shall pay a Connection Fee to the Authority in the amount in effect under paragraph (b) as of the time of payment, at or before the time the Owner or his agent obtains a permit to connect into the Water System. The Connection Fee is a charge for the cost of constructing a Water Lateral from the Water System main to the curb stop or property line fronting the property to be connected, and connecting the Water Lateral to the Water System main.

(b) **Amount of Standard Connection Fee.** The standard water Connection Fee shall be \$1,962.00.

(c) **Construction of Facilities by Owner.**

(1) No water Connection Fee shall be charged to any Owner who constructs the Water Lateral and connects the Water Lateral to the Water System main by himself or through his agent at his own expense. However, in that event, the Owner shall pay the Authority an Inspection Fee in the amount of \$166.00 for inspecting the construction of the Water Lateral and the connection with the Water System.

(2) In any case in which the Authority performs some of the labor and/or provides some of the materials for the Water Lateral construction and connection, and the Owner performs or provides the remainder, the Connection Fee shall be equal to the actual cost incurred by the Authority in connection with the construction of the Water Lateral and the making of the connection with the Water System (including actual inspection costs).

(3) No Owner shall have the right to construct and connect a Water Lateral to the Water System without the approval of the Authority, which approval may be withheld for any reason or no reason. If the Authority agrees to permit an Owner or his agent to construct a Water Lateral or make a Water Lateral connection, it may impose any conditions it desires in connection with the approval, and may require the payment of the Authority's review, inspection, administrative, legal, engineering, and other costs, and an advance deposit or other security to insure such payment.

(d) **Exceptional Connections.** In any case in which the Authority constructs a Water Lateral and/or makes the connection with the Water System, and in which the length of the Water Lateral exceeds forty feet (40') or the diameter of the Water Lateral exceeds one inch (1"), the Connection Fee shall be equal to the actual cost incurred by the Authority in connection with the construction of the Water Lateral and the making of the connection with the Water System main (including inspection costs).

(e) **Actual Costs.** In determining the actual costs incurred by the Authority under paragraphs (c) or (d) above, all materials used shall be billed at their cost to the Authority, time expended by Township or Authority employees shall be billed at their hourly cost to the Authority (including benefits), time expended by Authority agents other than employees shall be billed at their cost to the Authority (to the extent that they are reasonable and do not exceed

normal charges when fees are not reimbursed by property Owner) and other Authority expenses (including administration, overhead, and use of equipment) shall be billed at their cost to the Authority, as reasonably estimated by the Authority. Before any work is begun by the Authority, the Owner shall pay the Authority's reasonable estimate of the Connection Fee due; after the work is completed, the Authority shall refund any excess or charge any shortage of the estimated Connection Fee as compared to the actual Connection Fee for the work.

### §3 WATER CUSTOMER FACILITIES FEES

(a) Imposition of Fee. Except as provided in paragraphs (c) through (e) and in Sections 8 and 9 of this Article, the Owner of each Improved Property which is to be newly connected to the Water System shall pay a Customer Facilities Fee to the Authority in the amount in effect under paragraph (b) as of the time of payment, at or before the time the Owner or his agent obtains a permit to connect into the Water System. The Customer Facilities Fee is a charge for the cost of purchasing and installing a water meter.

(b) Amount of Standard Customer Facilities Fee. The standard water Customer Facilities Fee shall be \$330.00.

(c) Installation of Meter by Owner.

(1) No water Customer Facilities Fee shall be charged to any Owner who purchases and installs the water meter by himself or through his agent at his own expense.

(2) No Owner shall have the right to purchase and install the water meter without the approval of the Authority, which approval may be withheld for any reason or no reason. Generally, the Authority shall purchase and install all water meters. If the Authority agrees to permit an Owner or his agent to purchase and install a water meter, it may impose any conditions it desires in connection with the approval, and may require the payment of the Authority's review, inspection, administrative, legal, engineering, and other costs, and an advance deposit or other security to insure such payment.

(d) Non-standard Meters. In any case in which the Authority purchases and installs a water meter other than its Standard Meter, the water Customer Facilities Fee shall be equal to the actual cost incurred by the Authority in connection with the purchase and installation of the water meter. Before any work is begun by the Authority, the Owner shall pay the Authority's reasonable estimate of the Customer Facilities Fee due; after the work is completed, the Authority shall refund any excess or charge any shortage of the estimated Customer Facilities Fee as compared to the actual Customer Facilities Fee for the work.

(e) Other Customer Facilities. All other customer facilities to connect the structure served on an Improved Property with the Water System at the termination of the Water Lateral shall be constructed by the Owner or his agent. The construction shall be in accordance with the Authority's regulations, requirements, rules, and standards and shall be performed by a contractor acceptable to the Authority and shall be subject to inspection by the Authority. Prior to construction, the Owner must deposit with the Authority the Authority's estimated reasonable and necessary costs of review, construction, inspection, administrative, legal, engineering, and other services in connection with the work. Inspection fees under the preceding sentence shall be

in addition to any inspection fees otherwise imposed in relation to the construction of structure on the Improved Property or under Section 2 of this Article. After the completion of the construction, the Authority may retain all costs actually incurred, and charge any additional amount of costs in excess of the amount deposited.

(f) Actual costs. In determining the actual costs incurred by the Authority under paragraphs (d) and (e), all materials used shall be billed at their cost to the Authority, time expended by Authority employees shall be billed at their hourly cost to the Authority (including benefits), time expended by Authority agents other than employees shall be billed at their cost to the Authority (to the extent that they are reasonable and do not exceed normal charges when fees are not reimbursed by property Owner), and other Authority expenses (including administration, overhead, and use of equipment) shall be billed at their cost to the Authority, as reasonably estimated by the Authority.

#### §4 WATER TAPPING FEE – INITIAL CONNECTION

(a) New Connection. Except as provided in Sections 8 and 9 of this Article, the Owner of each Improved Property which is to be newly connected to the Water System shall pay a Tapping Fee to the Authority in the amount specified under Section 7 of this Article as of the earlier of the time of connection or the time the Owner or his agent obtains a permit to connect into the Water System.

(b) Improper Connection. The Owner of each Improved Property which is improperly connected to the Water System without a permit shall pay a Tapping Fee to the Authority, in the amount specified under Section 7 of this Article as of the time of actual payment, immediately upon demand by the Authority.

(c) Failure to Make Required Connection. The Owner of each Improved Property which is not connected to the Water System within sixty (60) calendar days after the date the Authority serves a notice to connect such Improved Property to the Water System, shall pay a Tapping Fee to the Authority, in the amount specified under Section 7 of this Article as of the time of actual payment, on the sixty-first (61<sup>st</sup>) calendar day after the date the notice was served. Service for this purpose shall be complete when a notice to connect is deposited, postage prepaid, in the United States Mail, addressed to the legal owner(s) of the Improved Property at their last known address according to the records of the Lehigh County real estate tax office.

(d) Amount of water flow.

(1) For residential use, the amount of water flow for an Improved Property which is being assessed a Tapping Fee under this Section 4 shall be equal to the Design Capacity Required By A New Residential Customer for the Improved Property as of the later of (i) the date of payment, (ii) the date the use intended for the Improved Property is established, or (iii) the date the improvements contemplated for the Improved Property are completed.

(2) For non-residential use, the amount of water flow for an Improved Property which is being assessed a Tapping Fee under this Section 4 shall be equal to the daily anticipated amount of peak flow, as if full building utilization is being realized, for the proposed non-residential use for the Improved Property as of the later of (i) the date of payment, (ii) the

date the use intended for the Improved Property is established, or (iii) the date the improvements contemplated for the Improved Property are completed.

(3) The Authority shall have the option of estimating the amount of water flow using flow calculations available from the Department of Environmental Protection, from public utility industry publications, or from user estimates, so long as the latter has an empirical and readily verifiable basis; provided that no estimate shall be made in a manner which conflicts with Acts 2003-57 or 1990-203.

(e) Purpose. The water Tapping Fee is imposed for the ability to use Water System facilities to the extent of the amount of water flow associated with the use of the Improved Property.

#### §5 WATER TAPPING FEES - INCREASE IN POTENTIAL USAGE

(a) Imposition of Fee. The Owner of each Improved Property which is connected to the Water System shall pay a Tapping Fee to the Authority, in the amount specified under Section 7 of this Article as of the time of payment, whenever the use of the Improved Property is to be changed, the use of the Improved Property is to be intensified, or constructed or made on the Improved Property, unless the amount of additional water flow for the Improved Property as of the date the new use intended for the Improved Property is established, the date the existing use of the Improved Property is intensified, or the date the improvements, alterations, extensions, or modifications contemplated for the Improved Property are completed, is less than or equal to the amount of water flow assigned to the Improved Property at the time the most recent water Tapping Fee was paid.

(b) Time of Payment. The Water Tapping Fee described in paragraph 5(a) shall be paid:

(1) at or before the time the Owner or his agent obtains a building permit, if a building permit is required in connection with the circumstances under which the Tapping Fee is imposed;

(2) at or before the time the Owner or his agent obtains a zoning permit, if a building permit is not required but a zoning permit is required in connection with the circumstances under which the Tapping Fee is imposed;

(3) at or before the time the Owner or his agent obtains a business privilege license, if neither a building permit nor zoning permit is required, but a new business privilege license is required in connection with the circumstances under which the Tapping Fee is imposed;

(4) at or before the time the Owner or his agent completes his improvements, alterations, extensions, or modifications, or establishes his new use, or intensifies his existing use, if neither a building permit, a zoning permit, nor a business privilege license is required in connection with the circumstances under which the Tapping Fee is imposed; or

(5) immediately upon demand by the Authority, if a building permit, zoning permit, or business privilege license is required by Township but not obtained, and activity which would have to be authorized by a valid building permit, zoning permit, or business privilege license is undertaken.

(c) Amount of Water Flow. The amount of additional water flow for an Improved Property which is being assessed a Tapping Fee under this Section 5 shall be equal to the amount or anticipated amount of water flow for the Improved Property as of the later of (i) the date of payment, (ii) the date the use (or intensified use) intended for the Improved Property is established, or (iii) the date the improvements contemplated for the Improved Property are completed, less the amount of water flow assigned to the Improved Property (for water purposes) at the time the most recent water Tapping Fee was paid.

(d) The Authority shall have the option of estimating the amount of water flow using flow calculations available from the Department of Environmental Protection, from public utility industry publications, or from user estimates, so long as the latter has an empirical and readily verifiable basis; provided that no estimate shall be made in a manner which conflicts with Acts 2003-57 or 1990-203.

(e) Purpose. The Water Tapping Fee is imposed for the ability to use Water System facilities to the extent of the amount of additional water flow associated with a new, changed, or intensified use of the Improved Property.

#### §6 WATER TAPPING FEE – EXCESS ACTUAL USAGE

(a) Imposition of Fee. The Owner of each Improved Property which is connected to the Water System shall pay a Tapping Fee to the Authority, in the amount specified under Section 7 of this Article as of the time of payment, whenever the Township shall reasonably determine that the actual average flow of water to the Improved Property from the Water System during the 30-day period for which the flow is greatest in a year is more than one hundred ten percent (110%) of the flow for which a water Tapping Fee has been paid with respect to the Improved Property.

(b) Time of Payment. The water Tapping Fee described in paragraph (a) above shall be paid within thirty (30) days after demand by the Authority.

(c) New or additional water flow. The new or additional water flow for which an Improved Property shall be assessed a Tapping Fee under this Section 6 shall be equal to actual water flow for the Improved Property as reasonably determined by the Authority during the most recent fifteen (15) month period, less the amount of water flow assigned to the Improved Property (for water purposes) at the time the most recent water Tapping Fee was paid.

(d) Purpose. The water Tapping Fee is imposed for the ability to use Water System facilities to the extent of the full water usage associated with the use of the Improved Property.

§7 WATER TAPPING FEES – AMOUNT OF FEES

(a) For residential use, the Water Tapping Fee shall be equal to the Design Capacity Required By A New Residential Customer multiplied by the number of new Dwelling Units for which the fee is being assessed multiplied by the sum of the following fee parts which are determined in the manner set forth on Exhibit "B":

- (1) Capacity Part. A capacity part in the amount of \$1,527.00.
- (2) Distribution Part. A distribution part in the amount of \$358.00.
- (3) Special Purpose Part. A special purpose part, but only with respect to customers in areas served by special purpose facilities, as described below:

<u>Special Purpose Area</u>	<u>Amount</u>
--none established to date--	---
All other areas of the Water System area	\$0.00

(4) Reimbursement Part. A reimbursement part, but only with respect to customers in the following areas served by facilities constructed by private persons:

<u>Reimbursement Area</u>	<u>Dates Applicable</u>	<u>Amount</u>
--none established to date--	---	---
All other areas of the Water System area	---	\$0.00

(b) For non-residential use, the Water Tapping Fee shall be equal to the daily anticipated amount of peak flow, as if full building utilization is being realized, for the proposed use for which the fee is being assessed multiplied by the sum of the following fee parts:

- (1) Capacity Part. A capacity part in the amount of \$987.00 per 100 gallons per day.
- (2) Distribution Part. A distribution part in the amount of \$231.00 per 100 gallons per day.

(3) Special Purpose Part. A special purpose part, but only with respect to customers in areas served by special purpose facilities, as described below:

<u>Special Purpose Area</u>	<u>Amount</u>
--none established to date--	----
All other areas of the Water System area	\$0.00

(4) Reimbursement Part. A reimbursement part, but only with respect to customers in the following areas served by facilities constructed by private persons:

<u>Reimbursement Area</u>	<u>Dates Applicable</u>	<u>Amount</u>
--none established to date--	----	----
All other areas of the Water System area	----	\$0.00

Optional or mandatory reimbursement agreements with persons who construct their own water facilities may be entered into from time to time by the Authority in accordance with the provisions of 53 Pa.C.S. § 5607(d)(24)(i)(C)(IV).

**§8 INSTALLMENT PAYMENTS FOR EXISTING RESIDENTIAL DEVELOPMENTS**

(a) In General. Notwithstanding the general provisions of Sections 2(a), 3(a) and 4(a) of this Article, in the case of any Owner of an Improved Property which (i) is being used for residential purposes, and (ii) is being served by a functioning on-lot well which was installed before water lines were extended to serve the Improved Property, the Owner may elect to pay the water Connection Fee, Customer Facilities Fee and Tapping Fee described in such Sections in installments in accordance with the provisions of subsections (b) through (d) instead of paying such fees at or before the time the Owner (or his agent) obtains a permit to connect into the Water System. The election shall be made at or before the time the Owner (or his agent) obtains a permit to connect into the Water System.

(b) Installment Payments. Any person who elects the relief granted by this Section 8 shall pay to the Authority:

(1) fifty percent (50%) of the amount of fees which would otherwise have been due at the time the Owner (or his agent) obtains a permit to connect into the Water System at or before the time the Owner (or his agent) obtains a permit to so connect; and

(2) the remaining fifty percent (50%) of the amount of fees which would otherwise have been due at the time the Owner (or his agent) obtains a permit to connect into the Water System, plus simple interest on that fifty percent amount at the rate of six percent (6%) per annum from the date the Owner (or his agent) obtains a permit to so connect until payment, on or before the first anniversary of the date the Owner (or his agent) obtains a permit to connect into the Water System.



(c) **Liens.** Any Owner who elects the relief granted by this Section 8 shall consent to the placement of a lien on his Improved Property by the Authority in the amount described in subsection (b)(2). The consent shall be granted on or before the date of the payment described in subsection (b)(1). At the time of the payment described in subsection (b)(1), the Owner shall also pay the Authority for the Authority's costs of filing and satisfying the lien that are in effect at the time of the payment described in subsection (b)(1). Any additional costs shall be borne by the Authority.

(d) **Property Owner Must Connect.** The relief provided by this Section shall only be available if the Owner actually connects to the Water System within the period granted by the Authority in its notice to connect.

**§9 DEFERRAL OF PAYMENT FOR CERTAIN RESIDENTIAL PROPERTY OWNERS WHO CONSTRUCT ON-SITE SYSTEMS WITHIN ONE YEAR PRIOR TO THE EXTENSION OF UTILITY LINES**

(a) **In General.** Notwithstanding the general provisions of Section 9(a), 3(c) and 4(a) of this Article, in the case of any Owner of an Improved Property which--

(1) is being used for residential purposes, and

(2) is being served by a functioning on-lot water system which was installed--

(A) less than one year prior to the commencement of construction of a Water System main extension which may serve the Improved Property; and

(B) after Authority officials informed the Owner that a Water System main extension to serve the Improved Property was not contemplated within a period of at least three (3) years,

the Owner may elect to defer the payment of the water Connection Fee, Customer Facilities Fee and Tapping Fee described in such Sections until the fifth anniversary of the date the Owner (or his agent) obtains a permit to connect into the Water System, subject to the requirements of subsections (b) through (d). The amount of the fees so paid shall be equal to the fees in effect at the time the Owner (or his agent) obtains a permit to connect into the Water System, without adjustment for subsequent increases or for any interest or other time charges. The elections shall be made at or before the time the Owner (or his agent) obtains a permit to connect into the Water System.

(b) **Liens.** Any Owner who elects the relief granted by this Section 9 shall consent to the placement of a lien on his Improved Property by the Authority in the amount of the fees so deferred. The consent shall be granted on or before the date the Owner (or his agent) obtains a permit to connect into the Water System. The Authority shall pay all the costs of filing and satisfying the lien.

(c) **Property Owner Must Connect.** The relief provided by this Section shall only be available if the Owner actually connects to the Water System, within the period granted by the Authority in its notice to connect.

(d) **No Exemption from Periodic Rental Payments.** Nothing in this Section 9 shall be construed to exempt any Owner from the requirements to make timely payments of all periodic water rental/usage charges for the services provided by the Water System.

## §10 CALCULATIONS

(a) A detailed itemization of all calculations clearly showing the manner in which the fees were determined has been marked as Exhibit "B" attached hereto and made a part hereof.

### ARTICLE III SEWER CONNECTION AND INCREASED USAGAGE FEES

#### §1 DEFINITIONS

For purposes of Article III of this Resolution, the following terms shall have the meanings ascribed to them in this Section 1, unless the context otherwise indicates:

(a) **"Authority"** – The South Whitehall Township Authority, a municipal authority constituted and existing pursuant to the Municipalities Authorities Act of 1945, as amended.

(b) **"BOD5"** – The five-day biochemical-oxygen demand.

(c) **"Design Capacity"** – The permitted or rated capacity of facilities expressed as a multiple of 100 gallons per day. For non-residential customers, at the Authority's sole discretion, design capacity may also be expressed in pounds of BOD per day, pounds of suspended solids per day or any other capacity defining parameter that is separately and specifically set forth in the permit governing the operation of the system, and based upon its original design as modified by those regulatory agencies having jurisdiction over these facilities.

(d) **"Design Capacity Required By A New Residential Customer"** – The design capacity required by a new residential customer used in calculating the sewer tapping fees shall not exceed an amount established by multiplying 90 gallons per capita per day times the average number of persons per household as established by the most recent census data provided by the United States Census Bureau. Alternatively, the design capacity required by a new residential customer shall be determined by a study, but shall not exceed the average residential water consumption per residential customer plus ten percent (10%) or the average sewage flow per residential customer determined by a measured sewage flow study. Such study shall be completed in accordance with sound engineering practices within the most recent five years for the lesser of three or all residential subdivisions of more than ten lots which have collection systems in good repair and which connected to the Authority's facilities within the most recent five years. The study shall calculate the average sewage flow per residential customer in such

developments by measuring actual flows over at least twelve consecutive months at the points where such developments connected to the Authority's sewer main.

(e) "Dwelling Unit" – any structure, or part thereof, designed and intended to be occupied as the living quarters of a single family or housekeeping unit, and having separate kitchen and separate bathroom facilities.

(f) "Improved Property" – any property located within the area served by the Sewer System upon which there is erected a structure intended for continuous or periodic habitation, occupancy, or use by human beings or animals.

(g) "Outstanding Debt" – The principal amount outstanding of any bonds, notes, loans or other form of indebtedness used to finance or refinance facilities included in the tapping fee.

(h) "Owner" – any Person vested with ownership, legal or equitable, sole or partial, of any Improved Property. When more than one Person is the Owner of any particular parcel of Improved Property, all such Persons shall be jointly and severally liable for the payment of the fees and charges imposed under this Resolution.

(i) "Person" – any individual, partnership, company, association, society, corporation, or other group or entity.

(j) "Service Line" – A sewer line that directly connects a single building or structure to a collection facility.

(k) "Sewer Lateral" – A collection facility that connects a Service Line to a Sewer System main.

(l) "Sewer System" - all facilities, as of any particular time, for collecting, pumping, transporting, treating, or disposing of sewage and other wastewater, other than storm water, which are situate in or adjacent to this Township and owned, leased or operated by the Township.

(m) "Township" - The Township of South Whitehall, Lehigh County, Pennsylvania, a Pennsylvania municipal corporation and First Class Township.

## §2. SEWER CONNECTION FEES

(a) Imposition of Fee. Except as provided in paragraphs (c) through (e) and in Sections 8 and 9 of this Article, the Owner of each Improved Property which is to be newly connected to the Sewer System shall pay a Connection Fee to the Authority, in the amount in effect under paragraph (b) hereof as of the time of payment, at or before the time the Owner or his agent obtains a permit to connect into the Sewer System. The Connection Fee is a charge for the cost of constructing a Sewer Lateral from the Sewer System main to the curb or property line fronting the property to be connected, and connecting the Sewer Lateral to the Sewer System main.

(b) Amount of Standard Connection Fee. The standard sewer Connection Fee shall be \$1,890.00.

(c) Construction of Facilities by Owner.

(1) No sewer Connection Fee shall be charged to any Owner who constructs the Sewer Lateral and connects the Sewer Lateral to the Sewer System main by himself or through his agent at his own expense. However, in that event, the Owner shall pay the Authority an Inspection Fee in the amount of \$229.00 for inspecting the construction of the Sewer Lateral and its connection with the Sewer System.

(2) In any case in which the Authority performs some of the labor and/or provides some of the materials for the Sewer Lateral construction and connection, and the Owner performs or provides the remainder, the Connection Fee shall be equal to the actual cost incurred by the Authority in connection with the construction of the Sewer Lateral and the making of the connection with the Sewer System (including actual inspection costs), the amount of the Connection Fee notwithstanding.

(3) No Owner shall have the right to construct and connect a Sewer Lateral to the Sewer System without the approval of the Authority, which approval may be withheld for any reason or no reason. If the Authority agrees to permit an Owner or his agents to construct a Sewer Lateral or make a Sewer Lateral connection, it may impose any conditions it desires in connection with the approval, and may require the payment of the Authority's review, inspection, administrative, legal, engineering, and other costs, and an advance deposit or other security to insure such payment.

(d) Exception Connections. In any case in which the Authority constructs the Sewer Lateral and/or makes the connection with the Sewer System, and in which the length of the Sewer Lateral exceeds forty feet (40') or the diameter of the Sewer Lateral exceeds six inches (6"), the Connection Fee shall be equal to the actual cost incurred by the Authority in connection with the construction of the Sewer Lateral and the making of the connection with the Sewer System main (including inspection costs).

(e) Actual Costs. In determining the actual costs incurred by the Authority under paragraphs (c) or (d) above, all materials used shall be billed at their cost to the Authority, time expended by Authority employees shall be billed at their hourly cost to the Authority (including benefits), time expended by Authority agents other than employees shall be billed at their cost to the Authority (to the extent that they are reasonable and do not exceed normal charge when fees are not reimbursed by Owner), and other Authority expenses (including administration, overhead, and use of equipment) shall be billed at their cost to the Authority, as reasonably estimated by the Authority. Before any work is begun by the Authority, the Owner shall pay the Authority's reasonable estimate of the Connection Fee due; after the work is completed, the Authority shall refund any excess or charge any shortage of the estimated Connection Fee as compared to the actual Connection Fee for the work.

(f) Reserved.

### §3 SEWER CUSTOMER FACILITIES FEES

(a) **In General.** All customer facilities to connect the structure served on an Improved Property with the Sewer System at the termination of the Sewer Lateral shall be constructed by the Owner or his agents. The construction shall be in accordance with the Authority's regulations, requirements, rules, and standards, shall be performed by a contractor acceptable to the Authority, and shall be subject to inspection by the Authority. Prior to construction, the Owner must deposit with the Authority the Authority's estimated reasonable and necessary costs of review, inspection, administrative, legal, engineering, and other services in connection with the work. Inspection fees under the preceding sentence shall be in addition to any inspection fees otherwise imposed in relation to the construction of structures on the Improved Property or under Section 2, Sewer Connection Fees. After the completion of the construction, the Authority may retain all costs actually incurred, and charge any additional amount of costs in excess of the amount deposited. However, the Authority shall make no charge for the purchase or installation of a water meter used for measuring a user's sewage discharge; such a charge may only be imposed by the Authority in relation to the connection of an Improved Property to the Authority's Water System.

(b) **Actual Costs.** In determining the actual costs incurred by the Authority under paragraph (a), all materials used shall be billed at their cost to the Authority, time expended by Authority employees shall be billed at their hourly cost to the Authority (including benefits), time expended by Authority agents other than employees shall be billed at their cost to the Authority (to the extent that they are reasonable and do not exceed normal charges when fees are not reimbursed by Owner), and other Authority expenses (including administration, overhead, and use of equipment) shall be billed at their cost to the Authority, as reasonably estimated by the Authority.

(c) **Reserved.**

### §4 SEWER TAPPING FEE – INITIAL CONNECTION

(a) **New Connection.** Except as provided in Sections 8 and 9 of this Article, the Owner of each Improved Property which is to be newly connected to the Sewer System shall pay a Tapping Fee to the Authority, in the amount specified under Section 7 of this Article as of the earlier of the time of connection or the time the Owner or his agent obtains a permit to connect into the Sewer System.

(b) **Improper Connection:** The Owner of each Improved Property which is improperly connected to the Sewer System without a permit shall pay a Tapping Fee to the Authority, in the amount specified under Section 7 of this Article as of the time of actual payment, immediately upon demand by the Authority.

(c) **Failure to Make Required Connection.** The Owner of each Improved Property, which is not connected to the Sewer System within sixty (60) calendar days after the date the Authority serves a notice to connect such Improved Property to the Sewer System, shall pay a Tapping Fee to the Authority, in the amount specified under Section 7 of this Article as of the time of actual payment, on the sixty-first (61<sup>st</sup>) calendar day after the date the notice was

served. Service for this purpose shall be complete when a notice to connect is deposited, postage prepaid, in the United State mail, addressed to the legal owners(s) of the Improved Property at their last known address according to the records of the Lehigh County real estate tax office.

(d) Amount of sewage flow.

(1) For residential use, the amount of sewage flow for an Improved Property which is being assessed a Tapping Fee under this Section 4(a) shall be equal to the Design Capacity Required By A New Residential Customer for the Improved Property as of the later of (1) the date of payment, (2) the date the use intended for the Improved Property is established, or (3) the date the improvements contemplated for the Improved Property are completed.

(2) For non-residential use, the amount of sewage flow for an Improved Property which is being assessed a Tapping Fee under this Section 4(a) shall be equal to the daily anticipated amount of peak flow, as if full building utilization is being realized, for the proposed non-residential use for the Improved Property as of the later of (1) the date of payment, (2) the date the use intended for the Improved Property is established, or (3) the date the improvements contemplated for the Improved Property are completed.

(3) The Authority shall have the option of estimating the amount of sewage flow using flow calculations available from the Department of Environmental Protection, from public utility industry publications, or from user estimates, so long as the latter has an empirical and readily verifiable basis; provided that no estimate shall be made in a manner which conflicts with Acts 2003-57 or 1990-203.

(e) Purpose. The sewer Tapping Fee is imposed for the ability to use Sewer System facilities to the extent of the sewage flow associated with the use of the Improved Property.

§5 SEWER TAPPING FEES – INCREASE IN POTENTIAL USAGE

(a) Imposition of Fee. The Owner of each Improved Property which is connected to the Sewer System shall pay a Tapping Fee to the Authority, in the amount specified under Section 7 of this Article as of the time of payment, whenever the use of the Improved Property is to be changed, the use of the Improved Property is to be intensified, or improvements, alterations, extensions, or modifications are to be constructed or made on the Improved Property unless the amount of additional sewage flow for the Improved Property as of the date the new use intended for the Improved Property is established, the date the existing use of the Improved Property is intensified, or the date the improvements, alterations, extensions, or modifications contemplated for the Improved Property are completed, is less than or equal to the amount of sewage flow assigned to the Improved Property at the time the most recent sewer Tapping Fee was paid.

(b) Time of Payment. The sewer Tapping Fee described in paragraph (a) above shall be paid:

(1) at or before the time the Owner or his agent obtains a building permit, if a building permit is required in connection with the circumstances under which the Tapping Fee is imposed;

(2) at or before the time the Owner or his agent obtains a zoning permit, if a building permit is not required but a zoning permit is required in connection with the circumstances under which the Tapping Fee is imposed;

(3) at or before the time the Owner or his agents obtains a business privilege license, if neither a building permit nor a zoning permit is required in connection with the circumstances under which the Tapping Fee is imposed;

(4) at or before the time the Owner or his agent completes his improvements, alterations, extensions, or modifications, or establishes his new use, or intensifies his existing use, if neither a building permit, a zoning permit, nor a business privilege license is required in connection with the circumstances under which the Tapping Fee is imposed;

(5) immediately upon demand by the Authority, if a building permit, zoning permit, or business privilege license is required but not obtained, and activity which would have to be authorized by a valid building permit, zoning permit, or business privilege license is undertaken.

(c) Amount of sewage flow. The amount of additional sewage flow for an Improved Property which is being assessed a Tapping Fee under this Section 5(a) shall be equal to the amount or anticipated amount of sewage flow for the Improved Property as of the later of (i) the date of payment (ii) the date the use (or intensified use) intended for the Improved Property is established, or (iii) the date the improvements contemplated for the Improved Property are completed, less the amount of sewage flow assigned to the Improved Property as of the time the most recent Sewer Tapping Fee was paid.

The Authority shall have the option of estimating the amount of sewage flow using flow calculations available from the Department of Environmental Protection, from public utility industry publications, or from user estimates, so long as the latter has an empirical and readily verifiable basis; provided that no estimate shall be made in a manner which conflicts with Acts 2003-57 or 1990-203.

(d) Purpose. The sewer Tapping Fee is imposed for the ability to use Sewer System Facilities to the extent of the amount of additional sewage usage associated with the new, changed, or intensified use of the Improved Property.

(e) Reserved.

§6 SEWER TAPPING FEE – EXCESS ACTUAL USAGE

(a) **Imposition of Fee.** The Owner of each Improved Property which is connected to the Sewer System shall pay a Tapping Fee to the Authority, in the amount specified under Section 7 of this Article as of the time of payment, whenever the Authority shall reasonably determine that the actual average flow of sewage from the Improved Property to the Sewer System during the 30-day period for which the flow is greatest in a year is more than one hundred and ten percent (110%) of the flow for which a sewer Tapping Fee has been paid with respect to the Improved Property.

(b) **Time of Payment.** The sewer Tapping Fee described in paragraph (a) shall be paid within thirty (30) days after demand by the Authority.

(c) **New or additional sewage flow.** The new or additional sewage flow for which an Improved Property shall be assessed a Tapping Fee under this Section 6(a) shall be equal to the actual sewage flow for the Improved Property as reasonably determined by the Authority during the most recent fifteen (15) month period, less the amount of sewage flow assigned to the Improved Property at the time the most recent Sewer Tapping Fee was paid.

(d) **Purpose.** The sewer Tapping Fee is imposed for the ability to use Sewer System facilities to the extent of the full sewage usage associated with the use of the Improved Property.

§7 SEWER TAPPING FEES – AMOUNT OF FEES

(a) For residential use, the Sewer Tapping Fee shall be equal to the Design Capacity Required By A New Residential Customer multiplied by the number of new Dwelling Units for which the fee is being assessed multiplied by the sum of the following fee parts, which are determined in a manner set forth on Exhibit "D":

- (1) Capacity Part. A capacity part in the amount of \$2,326.00.
- (2) Collection Part. A collection part in the amount of \$1,799.00.
- (3) Special Purpose Part. A special purpose part, but only with respect to customers in areas served by special purpose facilities, as described below:

<u>Special Purpose Area</u>	<u>Amount</u>
--none established to date--	---
All other areas of the Sewer System area	\$0.00



(4) Reimbursement Part. A reimbursement part, but only with respect to customers in the following areas served by facilities constructed by private persons:

<u>Reimbursement Area</u>	<u>Dates Applicable</u>	<u>Amount</u>
--none established to date--	----	----
All other areas of the Sewer System area	----	\$0.00

(b) For non-residential use, the Sewer Tapping Fee shall be equal to the daily anticipated amount of peak flow, as if full building utilization is being realized, for the proposed use for which the fee is being assessed multiplied by the sum of the following fee parts:

(1) Capacity Part. A capacity part in the amount of \$1,086.00 per 100 gallons per day.

(2) Collection Part. A collection part in the amount of \$840.00 per 100 gallons per day.

(3) Special Purpose Part. A special purpose part, but only with respect to customers in areas served by special purpose facilities, as described below:

<u>Special Purpose Area</u>	<u>Amount</u>
--none established to date--	----
All other areas of the Sewer System area	\$0.00

(4) A reimbursement part, but only with respect to customers in the following areas served by facilities constructed by private persons:

<u>Reimbursement Area</u>	<u>Dates Applicable</u>	<u>Amount</u>
--none established to date--	----	----
All other areas of the Sewer System area	----	\$0.00

Optional or mandatory reimbursement agreements with persons who construct their own sewer facilities may be entered into from time to time by the Authority in accordance with the provisions of 53 Pa.C.S. § 5607(d)(24)(i)(C)(IV).

§8 **INSTALLMENT PAYMENTS FOR EXISTING RESIDENTIAL DEVELOPMENTS**

(a) **Sewer Fees-In General.** Notwithstanding the general provisions of Sections 2(a) and 4(a) of this Article, in the case of any Owner of an Improved Property which (i) is being used for residential purposes, and (ii) is being served by a functioning on-lot septic tank which was installed before sewer lines were extended to serve the Improved Property, the Owner may elect to pay the sewer Connection Fee and Tapping Fee described in such Sections in installments in accordance with the provisions of subparagraphs (b) through (d) instead of paying such fees at or before the time the Owner (or his agent) obtains a permit to connect into the Sewer System. The election shall be made at or before the time the Owner (or his agent) obtains a permit to connect into the Sewer System.

(b) **Installment Payments.** Any person who elects the relief granted by this Section 8 shall pay to the Authority:

(1) fifty percent (50%) of the amount of fees which would otherwise have been due at the time the Owner (or his agent) obtains a permit to connect into the Sewer System, at or before the time the Owner (or his agent) obtains a permit to so connect; and

(2) the remaining fifty percent (50%) of the amount of fees which would otherwise have been due at the time the Owner (or his agent) obtains a permit to connect into the Sewer System, plus simple interest on that fifty percent amount at the rate of six percent (6%) per annum from the date the Owner (or his agent) obtains a permit to so connect until payment, on or before the first anniversary of the date the Owner (or his agent) obtains a permit to connect into the Sewer System.

(c) **Liens.** Any Owner who elects the relief granted by this Section 8 shall be deemed to have consented to the placement of a lien on his Improved Property by the Authority in the amount described in subparagraph (b)(2). The consent shall be granted on or before the date of the payment described in subparagraph (b)(1). At the time of the payment described in subsection (b)(1), the Owner shall also pay the Authority for the Authority's costs of filing and satisfying the lien that are in effect at the time of the payment described in subsection (b)(1). Any additional costs shall be borne by the Authority.

(d) **Property Owner Must Connect.** The relief provided by this Section shall only be available if the Owner actually connects to the Sewer System, within the period granted by the Authority in its notice to connect.

**§9 DEFERRAL OF PAYMENT FOR CERTAIN RESIDENTIAL PROPERTY OWNERS WHO CONSTRUCT ON-SITE SYSTEMS WITHIN ONE YEAR PRIOR TO THE EXTENSION OF UTILITY LINES**

(a) **Sewer Fees-In General.** Notwithstanding the general provisions of Section 2(a) and 4(a) of this Article, in the case of any Owner of an Improved Property which --

- (1) is being used for residential purposes, and
- (2) is being served by a functioning on-lot septic tank which was installed--

(A) less than one year prior to the commencement of construction of a Sewer System main extension which may serve the Improved Property; and

(B) after Authority officials informed the Owner that a Sewer System main extension to serve the Improved Property was not contemplated within a period of at least three (3) years.

The Owner may elect to defer the payment of the sewer Connection Fee and Tapping Fee described in such Sections until the fifth anniversary of the date the Owner (or his agent) obtains a permit to connect into the Sewer System, subject to the requirements of subparagraphs (b) through (d). The amount of the fees so paid shall be equal to the fees in effect at the time the Owner (or his agents) obtains a permit to connect into the Sewer System, without adjustment for subsequent increases or for any interest or other time charges. The election shall be made at or before the time the Owner (or his agent) obtains a permit to connect into the Sewer System.

(b) **Liens.** Any Owner who elects the relief granted by this Section 9 shall consent to the placement of a lien on his Improved Property by the Authority in the amount of the fees so deferred. The consent shall be granted on or before the date the Owner (or his agent) obtains a permit to connect into the Sewer System. The Authority shall pay all the cost of filing and satisfying the lien.

(c) **Property Owner Must Connect.** The relief provided by this Section shall only be available if the Owner actually connects to the Sewer System, within the period granted by the Authority in its notice to connect.

(d) **No Exemption from Periodic Rental Payments.** Nothing in this Section 9 shall be construed to exempt any Owner from the requirements to make timely payments of all periodic sewer rental/usage charges for the services provided by the Sewer System.

**§10 CALCULATIONS**

(a) A detailed itemization of all calculations clearly showing the manner in which the fees were determined has been marked as Exhibit "D" attached hereto and made a part hereof.

**ARTICLE IV**  
**GENDER; REPEALER AND EFFECTIVE DATE**

§1 GENDER

All references to he, him, his and himself in this Resolution shall be considered gender neutral, and shall be deemed to represent masculine, feminine and neuter subjects and objects.

§2 REPEALER

Except as set forth herein, all provisions of any Resolution inconsistent with the provisions of this Resolution are hereby repealed to the extent of the inconsistency. Resolution 2013-07-BOA, duly adopted on July 15, 2013, is hereby specifically repealed and replaced by this Resolution except as to any application for connection which precedes the adoption date of this Resolution. Resolution 2014-09-BOA, duly adopted on October 20, 2014, is hereby specifically repealed and replaced by this Resolution except as to any application for water connection which precedes the adoption date of this Resolution for which the fees established by Resolution 2014-09-BOA shall apply. Resolution 2014-08-BOA, duly adopted on October 20, 2014, is hereby specifically repealed and replaced by this Resolution except as to any application for sewer connection which precedes the adoption date of this Resolution for which the fees established by Resolution 2014-08-BOA shall apply.

§3 EFFECTIVE

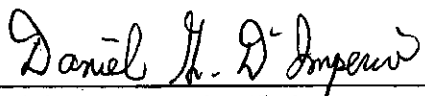
This Resolution is effective immediately.

DULY RESOLVED this 18<sup>th</sup> day of July, 2016, by the Board of Authority of the South Whitehall Township Authority, in lawful session, duly assembled.

Attest:

SOUTH WHITEHALL TOWNSHIP AUTHORITY

By   
Chris Peischl, Secretary

By   
Daniel G. D'Imperio, Chairman

## EXHIBIT A

### CALCULATION OF PRESUMED WATER OR SANITARY SEWERAGE SYSTEM FLOW BY USE CATEGORY

(a)	Residential	For water system flow: 154.7 gpd per Dwelling Unit For sewer system flow: 214.2 gpd per Dwelling Unit
(b)	Hotels & Motels	2 people per room x 50 gal/day/person = 100 gal/day/room
(c)(1)	Full Service Restaurants	10 gal/day/person x 3 seatings/day (i.e., 3 persons/ seating) ÷ 18 sq. ft./seating = 1.667 gal/day/ft <sup>2</sup>
(c)(2)	Single Service Restaurants	8.5 gal/day/person x 5 seatings/day (i.e., 5 persons/ seating) ÷ 18 sq. ft./seating = 2.361 gal/day/ft <sup>2</sup>
(c)(3)	Take-out Restaurants and Food Catering Facilities	3 gal/meal ÷ 1 sq.ft./meal-day = 3 gal/day/ft <sup>2</sup>
(c)(4)	Cocktail Lounges/Bars	12 gal/day/person x 3 seatings/day (i.e., 3 persons/ seating) ÷ 14.5 sq.ft./seating = 2.483 gal/day/ft <sup>2</sup>
(d)	Beauty Shops/Barbershops	80 gal/day/chair
(e)	Theaters	2 gal/day/seat ÷ 12 sq.ft./seat = 0.167 gal/day/ft <sup>2</sup>
(f)	Self-Service Laundries	400 gal/day/washer ÷ 40 sq.ft./washer = 10 gal/day/ft <sup>2</sup>
(g)	Offices	10 gal/day/person ÷ 160 sq.ft./person = 0.0625 gal/day/ft <sup>2</sup>
(h)	Retail Stores	20 gal/day/person ÷ 300 sq.ft./person = 0.0667 gal/day/ft <sup>2</sup>
(i)(1)	Industrial – General	20 gal/day/person ÷ 200 sq.ft./person = 0.1 gal/day/ft <sup>2</sup>
(i)(2)	Industrial – Warehouse & Storage	20 gal/day/person ÷ 360 sq.ft./person = 0.0555 gal/day/ft <sup>2</sup>
(i)(3)	Industrial – Industrial Waste Discharge	1 gal/day per gal/day discharged
(j)(1)	Schools – Day Schools and Nonresidence Areas of Boarding Schools	<i>Schools with showers</i> - 8.02 gal/day/person <i>Schools without showers</i> - 3.83 gal/day/person
(j)(2)	Schools – Residence Areas of Boarding Schools	80 gal/day/person ÷ 100 sq.ft./person = 0.8 gal/day/ft <sup>2</sup>
(k)	Churches	0.07 gal/day/ ft <sup>2</sup> {based on experience in the Township}
(l)(1)	Hospitals – In-patients	<i>Without laundry facilities</i> - 220 gal/day/bed <i>With laundry facilities</i> - 300 gal/day/bed
(l)(2)	Hospitals – Out-patients	same as office calculation
(m)	Other Institutions	125 gal/day/bed
(n)	Swimming Pools & Bathhouses	10 gal/day/person ÷ 40 sq.ft./person = 0.25 gal/day/ft <sup>2</sup>
(o)	Day Spas	116 gal/day/sink
(p)(1)	Full-Service Cafeteria	<i>Two daily meals are offered</i> - 3 gal/day/person x 0.83 (net floor area) x 2 daily meals/day ÷ 15 sq. ft./person = 0.332 gal/day/ft <sup>2</sup> <i>Three daily meals are offered</i> - 3 gal/day/person x 0.83 (net floor area) x 3 daily meals/day ÷ 15 sq. ft./person = 0.498 gal/day/ft <sup>2</sup>
(p)(2)	Single-Service Cafeteria	3 gal/day/person x 0.83 (net floor area) ÷ 15 sq. ft./person = 0.166 gal/day/ft <sup>2</sup>

**EXHIBIT A**  
**SOUTH WHITEHALL TOWNSHIP AUTHORITY**  
**CALCULATION OF TAPPING FEES**

July 18, 2016

**WATER SYSTEM**

Calculation of Fees under SWTA Resolution NO. 2016-05-BOA.

Total Fees for a Standard Residential Connection (154.7 GPD)

Fees	Lateral Constructed by Township	Lateral Constructed by Owner (Plumber)
Connection Fee	\$ 1,962	\$ 0
Inspection Fee	\$ 0	\$ 166
Customer Facilities Fee	\$ 330	\$ 330
Tapping Fee: Capacity Part	\$ 1,527	\$ 1,527
Tapping Fee: Distribution Part	<u>\$ 358</u>	<u>\$ 358</u>
<b>TOTAL</b>	<b>\$ 4,177</b>	<b>\$ 2,381</b>

Water consumption greater than 154.7 GPD shall be billed at \$1,885 (total of Capacity and Distribution Parts of the Tapping Fee) for each additional 154.7 GPD or part thereof, which would be computed as \$12.18 for each additional gallon. The Connection Fee, Inspection Fee and Customer Facilities Fee are billed only once.

**SANITARY SEWERAGE SYSTEM**

Calculation of Fees under SWTA Resolution No. 2016-05-BOA.

Total Fees for a Standard Residential Connection (214.2 GPD)

Fees	Lateral Constructed by Township	Lateral Constructed by Owner (Plumber)
Connection Fee	\$ 1,890	\$ 0
Inspection Fee	\$ 0	\$ 229
Tapping Fee: Capacity Part	\$ 2,326	\$ 2,326
Tapping Fee: Collection Part	<u>\$ 1,799</u>	<u>\$ 1,799</u>
<b>TOTAL</b>	<b>\$ 6,015</b>	<b>\$ 4,354</b>

Wastewater discharge greater than 214.2 GPD shall be billed at \$4,125 (total of Capacity and Collection Parts of the Tapping Fee) for each additional 214.2 GPD or part thereof, which would be computed as \$19.26 for each additional gallon. The Connection Fee and Inspection Fee are billed only once.

488.1

CALCULATION OF FEES UNDER ACT 57 OF 2003

WATER SYSTEM

TABLE W-1: Trended Costs of Capacity Facilities (Replacement Costs)

Item	Construction Costs <sup>1</sup>	Other Costs <sup>2</sup>	Adjusted Cost <sup>3</sup>	Trending Factor <sup>4</sup>	Trended Cost <sup>5</sup>
2003 Total	\$ -	\$ -	\$ 12,047,035.00	1.47	\$ 17,709,141.45
			\$ -		\$ -
Luthercrest (4/11)	\$ 15,895.00	\$ 3,973.75	\$ 19,868.75	1.09	\$ 21,656.94
Cornerstone (10/12)	\$ 13,749.00	\$ 3,437.25	\$ 17,186.25	1.05	\$ 18,045.56
Jacoby (4/10)	\$ 10,531.00	\$ 2,632.75	\$ 13,163.75	1.13	\$ 14,875.04
W-15 (1/06)	\$ 294,500.00	\$ 73,625.00	\$ 368,125.00	1.29	\$ 474,881.25
W-14 (11/06)	\$ 584,072.00	\$ 146,018.00	\$ 730,090.00	1.24	\$ 905,311.60
W-12 (7/05)	\$ 84,062.00	\$ 21,015.50	\$ 105,077.50	1.33	\$ 139,753.08
W-13 (10/06)	\$ 289,126.00	\$ 72,281.50	\$ 361,407.50	1.25	\$ 451,759.38
				Total	\$ 19,735,424.30

NOTES:

- <sup>1</sup> Luthercrest, Cornerstone and Jacoby are new well pumps
- <sup>2</sup> Other Costs based on an assumed 25% for administration, inspection, engineering, design, construction stakeout, detailed observation, legal costs, etc.
- <sup>3</sup> Adjusted Cost = Construction Cost + Other Costs
- <sup>4</sup> Trending Factor = ENR Index August 2014 / ENR Index Date of Project Completion
- <sup>5</sup> Trended Cost = Adjusted Cost x Trending Factor

TABLE W-2: Trended Costs of Distribution Facilities (Replacement Costs)

Item	Construction Costs	Other Costs <sup>1</sup>	Adjusted Cost <sup>2</sup>	Trending Factor <sup>3</sup>	Trended Cost <sup>4</sup>
2003 Total			\$2,960,445.00	1.47	\$4,351,854.15
Briarcliff Rd. (10/12)	\$64,843.00	\$6,484.30	\$71,327.30	1.05	\$74,893.67
Parkway Rd. (8/13)	\$28,287.00	\$2,828.70	\$31,115.70	1.03	\$32,049.17
Windsor Rd. (4/10)	\$93,612.00	\$9,361.20	\$102,973.20	1.13	\$116,359.72
Oakleigh Rd. (3/10)	\$44,535.00	\$4,453.50	\$48,988.50	1.14	\$55,846.89
				Total	\$4,631,003.60

NOTES:

- <sup>1</sup> Other Costs based on an assumed 10% for administration, inspection, legal costs, etc.
- <sup>2</sup> Adjusted Cost = Construction Cost + Other Costs
- <sup>3</sup> Trending Factor = ENR Index August 2014 / ENR Index Date of Project Completion
- <sup>4</sup> Trended Cost = Adjusted Cost x Trending Factor



488.2

**TABLE W-3: Calculation of Net Trended Costs**

	Capacity	Distribution
Past Construction Projects*	\$ 19,735,424.30	\$ 4,631,003.60
Less Outstanding Debt:	\$ 0.00	\$ 0.00
<b>Net Trended Cost</b>	<b>\$ 19,735,424.30</b>	<b>\$ 4,631,003.60</b>

\*from Tables W-1 and W-2

**TABLE W-4: Calculation of the Connection Fee (applies to only where connection facilities are constructed by the Authority)**

Connection Fee 2003	Trending Factor*	Connection Fee 2014
\$1,335.00	1.47	\$1,962.45

\*Trending Factor = ENR Aug 2014/June 2003  
 ENR (Aug 2014) 9846  
 ENR (June 2003) 6694  
 Trending Factor = 1.47

**TABLE W-5: Calculation of the Inspection Fee (applies only where connection facilities are constructed by the property owner or developer)**

Inspection Fee 2003	Trending Factor	Inspection Fee 2014
\$113.00	1.47	\$166

**TABLE W-6: Calculation of average residential consumption based on data from Year 2010 Census from U.S. Census Bureau for South Whitehall Township**

Population	19,180
Persons per Household	2.38

Persons Per Household	Gallons Per Capita Per Day <sup>1</sup>	Total (gpd) <sup>2</sup>
2.38	65.0	154.7

**NOTES:**

<sup>1</sup> Provided by State Legislative Act 57 of 2003

<sup>2</sup> Maximum design capacity for a new residential customer for calculation of water tapping fees per Act 57

**TABLE W-7: System Capacity**

DEF Capacity	2,000,000
GPD/Residence	154.7*
Residences	12,928.2

\*from Table W-6



**TABLE W-8: Tapping Fee per Residence**

	Net Trended Cost	System Capacity (Residences)	Maximum Fee per Residence*
Capacity Part	\$19,735,424	12928.2	\$1,527
Distribution Part	\$4,631,004	12928.2	\$358

\*Net Trended Cost / System Capacity

**TABLE W-9 Total Fees for a Standard Residential Connection (Per Residence)**

	Connection by Authority	Connection by Property Owner/Developer
Connection Fee	\$1,962	\$0
Inspection Fee	\$0	\$166
Customer Facilities Fee*	\$330	\$330
Tapping Fee: Capacity Part	\$1,527	\$1,527
Tapping Fee: Distribution Part	\$358	\$358
<b>TOTAL</b>	<b>\$4,177</b>	<b>\$2,381</b>

\*\$225 (2003) X 1.47 = \$330 (2014)

488.4

Calculation of Fees Under Act 57 of 2003

Water System

**TABLE W-1:** Division of Construction Project Costs into Capacity and Distribution Components; Calculation of Trending Factor based on changes in the Engineering news Record (ENR) Index.

Project	Construction Costs	Capacity Portion	Distribution Portion	ENR (Year of Project)	ENR 2003	Trending Factor
A	\$41,480	\$41,480	\$0	871 (1985)	8894	6.89
B	\$178,639	\$17,864	\$160,895	1019 (1986)	8894	6.57
C	\$245,389	\$0	\$245,389	1019 (1986)	8894	6.57
D	\$5,800	\$0	\$5,800	1289 (1989)	8894	5.28
E	\$451,860	\$108,446	\$343,414	2020 (1974)	8894	3.31
F-1	\$307,872	\$175,487	\$132,385	2401 (1976)	8894	2.79
F-2	\$423,800	\$423,800	\$0	2401 (1976)	8894	2.79
F-3	\$33,645	\$33,645	\$0	2401 (1976)	8894	2.79
G	\$53,200	\$53,200	\$0	2401 (1976)	8894	2.79
H	\$128,048	\$114,859	\$13,189	2776 (1978)	8894	2.41
J	\$35,705	\$35,705	\$0	2776 (1978)	8894	2.41
L	\$58,758	\$15,325	\$43,433	3237 (1980)	8894	2.07
M	\$58,885	\$51,828	\$7,789	3003 (1978)	8894	2.23
N	\$14,675	\$0	\$14,675	3237 (1980)	8894	2.07
O	\$8,300	\$0	\$8,300	3237 (1980)	8894	2.07
P	\$1,062,004	\$344,182	\$517,812	4089 (1983)	8894	1.85
Q	\$124,007	\$124,007	\$0	4148 (1984)	8894	1.81
R	\$48,850	\$0	\$48,850	4089 (1983)	8894	1.85
S	\$84,188	\$0	\$84,188	4185 (1985)	8894	1.80
T	\$38,450	\$38,450	\$0	4185 (1985)	8894	1.80
U	\$10,804	\$0	\$10,804	4295 (1986)	8894	1.56
V	\$278,843	\$278,843	\$0	4519 (1988)	8894	1.48
W	\$205,277	\$205,277	\$0	4519 (1988)	8894	1.48
X	\$248,184	\$248,184	\$0	4515 (1988)	8894	1.45
Y	\$108,341	\$0	\$108,341	4732 (1990)	8894	1.41
N. 28th	\$138,441	\$138,441	\$0	4732 (1990)	8894	1.41
Z	\$34,433	\$34,433	\$0	4515 (1988)	8894	1.45
W-1,2,3	\$2,822,829	\$2,822,829	\$0	4835 (1991)	8894	1.38
W-4	\$35,723	\$35,723	\$0	5210 (1993)	8894	1.28
W-5	\$878,600	\$805,418	\$71,185	5210 (1993)	8894	1.28
W-8	\$352,514	\$352,514	\$0	5409 (1994)	8894	1.24
G.V.	\$120,083	\$0	\$120,083	5825 (1987)	8894	1.15
W-6	\$631,789	\$484,070	\$147,699	5920 (1998)	8894	1.13
W-10	\$710,088	\$682,928	\$27,268	6221 (2000)	8894	1.08

**Notes:**  
 Division of costs of lines was based on relative percentages of linear feet of each size line, with lines 12" and over treated as capacity facilities and lines 10" and under treated as distribution facilities;  
 The \$133,216 Parkway Court project is not included in the calculations. That project involved a system upgrade from 2.5" to 8" lines. Also, the \$724,675 Grandview Area System Replacement (W-11) project is not included in the calculations as that project involved a system upgrade from 1.5" and 2" galvanized steel lines to 6" and 8" ductile iron lines;  
 Trending Factor = ENR 2003 ÷ ENR (Year of Project).



Water System

TABLE W-2: Trended Costs of Capacity Facilities (Construction Projects)

Project	Construction Costs	Other Costs	Assessments & Contributions	Adjusted Cost	Trending Factor	Trended Cost
A	\$41,480	\$10,370	\$0	\$51,850	0.89	\$357,247
B	\$17,854	\$4,484	\$0	\$22,338	0.57	\$148,828
C	\$0	\$0	\$0	\$0	0.57	\$0
D	\$0	\$0	\$0	\$0	0.28	\$0
E	\$108,448	\$27,112	\$0	\$135,560	3.31	\$448,887
F-1	\$176,487	\$43,872	\$76,397	\$142,082	2.78	\$388,884
F-2	\$423,900	\$105,978	\$184,788	\$345,089	2.78	\$982,788
F-3	\$33,645	\$8,411	\$14,617	\$27,439	2.78	\$78,685
G	\$83,290	\$19,300	\$0	\$88,600	2.78	\$185,535
H	\$114,853	\$28,718	\$26,198	\$118,370	2.41	\$285,272
J	\$36,705	\$8,828	\$0	\$44,631	2.41	\$107,561
L	\$16,825	\$3,831	\$17,000	\$2,188	2.07	\$4,483
M	\$61,928	\$12,982	\$63,250	\$1,658	2.23	\$3,687
N	\$0	\$0	\$0	\$0	2.07	\$0
O	\$0	\$0	\$0	\$0	2.07	\$0
P	\$644,182	\$188,048	\$0	\$680,240	1.85	\$1,122,388
Q	\$124,007	\$31,002	\$0	\$165,009	1.81	\$248,884
R	\$0	\$0	\$0	\$0	1.85	\$0
S	\$0	\$0	\$0	\$0	1.80	\$0
T	\$38,480	\$8,119	\$0	\$48,688	1.60	\$72,901
U	\$0	\$0	\$0	\$0	1.58	\$0
V	\$278,649	\$88,811	\$236,080	\$114,494	1.48	\$168,451
W	\$205,277	\$41,055	\$76,609	\$170,823	1.48	\$282,818
X	\$248,184	\$81,648	\$71,787	\$235,948	1.46	\$342,122
Y	\$0	\$0	\$0	\$0	1.41	\$0
Y	\$138,441	\$0	\$0	\$138,441	1.41	\$195,202
N. 28th	\$34,439	\$8,808	\$0	\$43,041	1.45	\$82,408
Z	\$2,822,628	\$0	\$0	\$2,822,628	1.38	\$4,083,228
W-1,2,3	\$35,723	\$8,931	\$0	\$44,654	1.28	\$87,187
W-4	\$805,415	\$201,354	\$0	\$1,006,769	1.28	\$1,288,884
W-5	\$352,514	\$88,128	\$0	\$440,643	1.24	\$548,387
W-6	\$0	\$0	\$0	\$0	1.15	\$0
G.V.	\$484,070	\$121,018	\$554,828	\$60,462	1.13	\$67,022
W-8	\$882,828	\$170,707	\$278,733	\$574,802	1.08	\$820,788
W-10						
TOTAL						\$12,047,435

Notes:  
 Construction Costs from Table W-1;  
 Other costs based on an assumed 25% for administration, inspection, engineering, design, construction stake out, detailed observation, legal costs, etc. However, a 20% factor was used for Contract W since that project was constructed by the Township, and so there was some savings in overhead. The North 28th Street project was constructed by the Township, and the Township Engineer's office was not involved. Therefore, a 0% percent factor was added. All other costs for Contracts W-1, 2, and 3 previously included under Construction Costs;  
 Adjusted Cost = Construction Cost + Other Costs - Assessments & Contributions;  
 Trending Factor From Table W-1;  
 Trended Cost = Adjusted Cost x Trending Factor;  
 Total Contributions for F-1, F-2, and F-3 of \$275,800 were allocated among the contracts based on relative cost;  
 G.V. = Grandview Water Company Pipe Replacement.

488.6

Water System

**TABLE W-3: Trended Costs of Distribution Facilities (Construction Projects)**

Project	Construction Costs	Other Costs	Assessments & Contributions	Adjusted Cost	Trending Factor	Trended Cost
A	\$0	\$0	\$0	\$0	0.89	\$0
B	\$180,095	\$40,171	\$142,000	\$58,058	0.67	\$388,684
C	\$245,399	\$61,390	\$213,000	\$83,749	0.67	\$618,931
D	\$5,800	\$1,450	\$0	\$7,250	0.26	\$38,280
E	\$943,414	\$86,654	\$280,000	\$1,492,268	3.31	\$494,077
F-1	\$132,385	\$39,096	\$180,000	\$54,81	2.79	\$15,282
F-2	\$0	\$0	\$0	\$0	2.79	\$0
F-3	\$0	\$0	\$0	\$0	2.79	\$0
G	\$0	\$0	\$0	\$0	2.79	\$0
H	\$14,195	\$3,549	\$3,114	\$14,830	2.41	\$35,258
J	\$0	\$0	\$0	\$0	2.41	\$0
L	\$41,433	\$10,356	\$41,185	\$10,606	2.07	\$21,854
M	\$7,759	\$1,840	\$0	\$9,699	2.23	\$21,829
N	\$14,675	\$3,644	\$8,332	\$8,867	2.07	\$18,366
O	\$8,300	\$1,576	\$3,243	\$4,832	2.07	\$9,989
P	\$517,812	\$128,483	\$278,460	\$370,815	1.85	\$911,845
Q	\$0	\$0	\$0	\$0	1.81	\$0
R	\$48,850	\$9,770	\$9,175	\$52,445	1.85	\$86,634
S	\$64,198	\$12,840	\$9,080	\$67,978	1.80	\$108,785
T	\$0	\$0	\$0	\$0	1.80	\$0
U	\$10,804	\$2,781	\$0	\$13,605	1.66	\$21,068
V	\$0	\$0	\$0	\$0	1.48	\$0
W	\$0	\$0	\$0	\$0	1.48	\$0
X	\$0	\$0	\$0	\$0	1.45	\$0
Y	\$108,341	\$21,858	\$12,738	\$117,271	1.41	\$165,352
N. 2801	\$0	\$0	\$0	\$0	1.41	\$0
Z	\$0	\$0	\$0	\$0	1.46	\$0
W-1,2,3	\$0	\$0	\$0	\$0	1.38	\$0
W-4	\$0	\$0	\$0	\$0	1.28	\$0
W-5	\$71,186	\$17,796	\$0	\$88,981	1.28	\$113,898
W-6	\$0	\$0	\$0	\$0	1.24	\$0
G.V.	\$120,089	\$24,017	\$0	\$144,100	1.15	\$165,715
W-8	\$47,698	\$11,625	\$54,853	\$4,771	1.13	\$5,391
W-10	\$27,268	\$8,817	\$11,131	\$22,854	1.08	\$24,790
TOTAL						\$2,900,445

**Notes:**

Construction Costs from Table W-1;  
 Other costs based on an assumed 25% for administration, inspection, engineering, design, construction stake out, detailed observation, legal costs, etc. However, a 20% factor was used for Contracts R, S Y, and G.V. since they were constructed by the Township, and so there was some savings in overhead;  
 Adjusted Cost = Construction Cost + Other Costs - Assessments & Contributions;  
 Trending Factor From Table W-1;  
 Trended Cost = Adjusted Cost x Trending Factor;  
 Assessment Revenues for B and C = \$335,000. Allocated 40% to B and 60% to C based on relative project costs;  
 G.V. = Grandview Water Company Interconnection.

Water System

**TABLE W-4 :** Trended Costs of Purchased Facilities

Facilities	Purchase Price	ENR (Year of Project)	ENR 2003	Trending Factor	Trended Costs
Exclusive Acres	\$26,171	2212 (1975)	6694	3.03	\$79,298
Parkway Manor	\$50,000	2401 (1978)	6694	2.79	\$139,500
Sterling; Crest Gardens; Parkland Farms	\$372,500	3003 (1979)	6694	2.23	\$830,676
K-Mart	\$30,000	3237 (1980)	6694	2.07	\$62,100
Bridgeview Terrace	\$25,000	3535 (1981)	6694	1.89	\$47,250
<b>TOTAL</b>					<b>\$1,158,823</b>

**Notes:**  
 Trending Factor = ENR 2003 ÷ ENR (Year of Project);  
 Trended Cost = Purchase Price x Trending Factor.

**TABLE W-5 :** Division of Purchased Facilities into Capacity and Distribution Components based on Division of Construction Projects

	Construction Projects	Percentage	Purchased Facilities
Capacity	\$12,047,435	80.3%	\$930,635
Distribution	\$2,980,445	19.7%	\$226,288

**Notes:**  
 Construction Costs (trended) from Tables W-2 and W-3;  
 Percentage is the relative percentages of Capacity and Distribution from the construction projects;  
 The Final Column represents the relevant Percentage multiplied by the total trended cost of purchased facilities from Table W-4 (\$1,158,823).

488,8

Water System

**TABLE W-6:** Calculation of Net Trended Costs

	Capacity	Distribution
Past Construction Projects *	\$12,047,436	\$2,960,448
Purchased Facilities **	\$930,536	\$228,288
LESS: Outstanding Debt		
2001 Bond Issue	\$3,278,420	\$184,488
Crackersport Road	\$75,000	\$0
<b>NET TRENDED COST</b>	<b>\$9,626,550</b>	<b>\$3,024,247</b>

**Notes:**

- \* See Tables W-2 and W-3;
- \*\* See Table W-5.

**TABLE W-7:** Calculation of the Connection Fee (applies only where connection facilities are constructed by the Township)

As per 1999 Ordinance: \$1,181 Connection Fee used in 1999

Connection Fee 1999 Ordinance *	Trending Factor	Connection Fee 2003
\$1,181	1.13	\$1,335

\* Based on 1998 ENR

\$1,335 is considerably less than the amount which it would cost to construct the facilities:

Contractor Estimate for performing work:

Total Estimated Cost 1999*	Trending Factor	Total Cost 2003
\$2,207	1.13	\$2,494

\* Based on 1998 ENR

Trending Factor = ENR 2003 / ENR 1998  
 $6694/5920 = 1.13$

Township Estimate for performing work:

Total Estimated Cost 1999*	Trending Factor	Total Cost 2003
\$2,489	1.13	\$2,813

\* Based on 1998 ENR

Trending Factor = ENR 2003 / ENR 1998  
 $6694/5920 = 1.13$

Water System

**TABLE W-8 :** Calculation of the Inspection Fee (applies only where connection facilities are constructed by the owner or developer)

As per 1990 Ordinance:

1 hour full time observation of lateral crew to check tap for leaks, backfilling, etc., based on 8 services connected in an 8 hour day. (A longer period would actually be required in the event only one lateral was being connected.)

plus 1/2 hour full-time observation and second inspection to observe permanent pavement restoration, based on 16 lateral trenches in an 8 hour day. (A longer period would actually be required in the event only one lateral was being connected.)

Assumes a \$34.00 per hour cost for basic labor, plus a 60% additional cost for administration and supervision.

1.5 hours x \$34/hr x 160% = \$81.60  
Reduced to \$80.00 (Trended to \$100 for 1999 Ordinance)

Inspection Fee 1999 Ordinance *	Trending Factor	Inspection Fee
\$100	1.13	\$113

\* Based on 1998 ENR

Trending Factor = ENR 2003 / ENR 1998  
6694/5920 = 1.13

**TABLE W-9 :** Calculation of average residential consumption based on data from Year 2000 Census from U.S. Census Bureau for South Whitehall Township, County of Lehigh:

Population: 18,028  
Persons per household: 2.45

The design capacity required by a new residential customer used in calculating water tapping fees shall not exceed an amount as follows:

Persons per household	Gallons per capita/day	Total
2.45	65	159,25 gpd

Provided by State Legislature Act 57 of 2003

488.10

Water System

**TABLE W-10 : System Capacity**

2,000,000 gal/day is the capacity designated by DEP.

**Note:**  
• See Table W-9.

**TABLE W-11 : Tapping Fee per Gallon**

	Net Trenched Cost	System Capacity (gallon)	Maximum Fee per Gallon
Capacity Part	\$8,628,550	2,000,000	\$4.810
Distribution Part	\$3,024,247	2,000,000	\$1.5121

**Notes:**  
Net Trenched Cost: see Table W-6;  
System Capacity: see Table W-10;

**TABLE W-12 : Tapping Fee per residence**

Capacity Part	$\$4.81/\text{gal.} \times 169.26 \text{ gal./residence} = \$768/\text{residence}$
Distribution Part	$\$1.5121/\text{gal.} \times 169.26 \text{ gal./residence} = \$241/\text{residence}$

**TABLE W-13 : Total Fees for a Standard Residential Connection (Residence)**

	Connection Made	Inspection Only
Connection Fee *	\$1,335	\$0
Inspection Fee **	\$0	\$113
Customer Facilities Fee ***	\$225	\$225
Tapping Fee: Capacity Part ****	\$768	\$768
Tapping Fee: Distribution Part ****	\$241	\$241
<b>TOTAL</b>	<b>\$2,567</b>	<b>\$1,346</b>

**Notes:**  
• See Table W-7;  
\*\* See Table W-8;  
\*\*\* Installed Cost of 3/4" water meter is \$225.00. No other customer fees included;  
\*\*\*\* See Table W-12.



488.11

**SEWER SYSTEM**

**TABLE S-1: Trended Costs of Capacity Facilities (Replacement Costs)**

Item	Construction Costs	Other Costs <sup>1</sup>	Adjusted Cost <sup>2</sup>	Trending Factor <sup>3</sup>	Trended Cost <sup>4</sup>
Total 2003			\$19,753,980*	1.47	\$ 29,038,350.60
2007 Purchase of Treatment Allocation from City (2/07)			\$1,112,500.00	1.25	\$ 1,390,625.00
Cedar Creek Interceptor Structure Improvements-Township (8/13)	\$8,867.00	\$2,216.75	\$11,083.75	1.03	\$ 11,416.26
Cedar Creek Interceptor Structure Improvements-Imperial (10/12)	\$12,165.00	\$3,041.25	\$15,206.25	1.08	\$ 16,422.75
CWSA Jordan Creek Interceptor Replacement (11/09)	\$1,418,250.20	\$354,562.55	\$1,772,812.75	1.15	\$ 2,038,734.66
Sewage Meter Station 51 Improvements (S-1) (5/08)	\$47,383.00	\$11,845.75	\$59,228.75	1.21	\$ 71,666.79
				Total	\$ 32,567,216.06

**NOTES:**

- <sup>1</sup> Other Costs based on an assumed 25% for administration, inspection, engineering, design, construction stakeout, detailed observation, legal costs, etc.
- <sup>2</sup> Adjusted Cost = Construction Costs + Other Costs
- <sup>3</sup> Trending Factor = ENR Index August 2014 / ENR Index Date of Project Completion
- <sup>4</sup> Trended Cost = Adjusted Cost x Trending Factor
- \*2003 Net Trended Cost

**TABLE S-2: Trended Costs of Collection Facilities (Replacement Costs)**

Item	Nov 2005 Replacement Costs	Other Costs <sup>1</sup>	Adjusted Cost <sup>2</sup>	Trending Factor <sup>3</sup>	Trended Cost <sup>4</sup>
Total 2003			\$ 17,132,942.00	1.47	\$ 25,185,424.74
				Total	\$ 25,185,424.74

**NOTES:**

- <sup>1</sup> Other Costs based on an assumed 25% for administration, inspection, engineering, design, construction stakeout, detailed observation, legal costs, etc.
- <sup>2</sup> Adjusted Cost = Construction Cost + Other Costs
- <sup>3</sup> Trending Factor = ENR Index August 2014 / ENR Index Date of Project Completion
- <sup>4</sup> Trended Cost = Adjusted Cost x Trending Factor



488.12

**TABLE S-3: Calculation of Net Trended Costs**

	Capacity	Collection
Trended Costs <sup>1</sup>	\$32,567,216	\$25,185,425
Less: Outstanding Debt:	\$0	\$0
<b>Net Trended Cost</b>	<b>\$32,567,216</b>	<b>\$25,185,425</b>

\* from Tables S-1 and S-2

**TABLE S-4: Calculation of the Connection Fee (applies to only where connection facilities are constructed by the Authority)**

Connection Fee 2003	Trending Factor	Connection Fee 2014
\$1,286.00	1.47	\$1,890

Trending Factor = ENR August 2014/ENR June 2003

ENR (August 2014) 9846

ENR ( June 2003) 6694

Trending Factor = 1.47

**TABLE S-5: Calculation of the Inspection Fee (applies only where connection facilities are constructed by the property owner or developer)**

Inspection Fee 2003	Trending Factor	Inspection Fee 2014
\$156.00	1.47	\$229

**TABLE S-6: Sewage Treatment Capacity (gpd)**

3,000,000

**TABLE S-7: Calculation of average residential consumption based on data from Year 2010 Census from U.S. Census Bureau for the Borough**

Population 6436  
Persons per Household 2.38

Persons Per Household	Gallons Per Capita Per Day <sup>1</sup>	Total (gpd) <sup>2</sup>
2.38	90.0	214.2

<sup>1</sup> Provided by State Legislative Act 57 of 2003

<sup>2</sup> Maximum design capacity for a new residential customer for calculation of sewer tapping fees per Act 57

488.13

**SOUTH WHITEHALL TOWNSHIP AUTHORITY**

**AUGUST 2014**

**TABLE S-8: Tapping Fee per Gallon**

	Net Trended Cost	System Capacity (Gallons)	Maximum Fee per Residence* (per gpd)
Capacity Part	\$32,567,216	3,000,000	\$10.86
Collection Part	\$25,185,425	3,000,000	\$ 8.40

\*Net Trended Cost / System Capacity

**TABLE S-9: Tapping Fee per Residence**

	Maximum Fee per Gallon	Gallons/Residence	Maximum Fee per Residence
Capacity Part	\$10.86	214.2	\$2,326
Collection Part	\$8.40	214.2	\$1,799

**TABLE S-10: Total Fees for a Standard Residential Connection**

	Connection by Authority	Connection by Property Owner/Developer
Connection Fee	\$1,890	\$0
Inspection Fee	\$0	\$229
Tapping Fee: Capacity Part	\$2,326	\$2,326
Tapping Fee: Collection Part	\$1,799	\$1,799
<b>TOTAL</b>	<b>\$6,015</b>	<b>\$4,354</b>

488.114

Sewer System

**TABLE S-1:** Division of Construction Project Costs into Capacity and Collection Components; Calculation of Trending Factor based on changes in the Engineering news Record (ENR) Index.

Project	Construction Costs	Capacity Portion	Collection Portion	ENR (Year of Project)	ENR 2003	Trending Factor
A	\$78,608	\$68,890	\$9,616	901 (1963)	6694	7.43
B	\$387,832	\$14,713	\$363,119	938 (1964)	6694	7.15
C	\$468,515	\$107,602	\$361,913	971 (1968)	6694	6.89
Z	\$3,434,312	\$621,281	\$2,813,031	1269 (1989)	6694	5.28
K	\$148,474	\$0	\$148,474	1381 (1970)	6694	4.85
L	\$185,000	\$180,950	\$24,050	1895 (1973)	6694	3.53
M	\$108,726	\$46,882	\$60,833	2020 (1974)	6694	3.21
N	\$75,634	\$0	\$75,634	2212 (1975)	6694	3.03
O	\$45,784	\$45,784	\$0	2212 (1975)	6694	2.79
P	\$18,002	\$0	\$18,002	2401 (1976)	6694	2.60
Q	\$88,780	\$0	\$88,780	2576 (1977)	6694	2.60
R	\$115,649	\$115,649	\$0	3535 (1981)	6694	1.89
S	\$36,400	\$0	\$36,400	3535 (1981)	6694	1.89
T	\$297,375	\$127,871	\$169,504	4518 (1988)	6694	1.48
U	\$621,911	\$621,911	\$0	4518 (1988)	6694	1.48
W-5	\$58,831	\$0	\$58,831	4985 (1992)	6694	1.34
X	\$1,946,594	\$1,946,594	\$0	6920 (1998)	6694	1.13
W	\$536,995	\$0	\$536,995	6340 (2001)	6694	1.06

**Notes:**

Division of costs of lines was based on relative percentages of linear feet of each size line, with lines 12" and over treated as capacity facilities and lines 10" and under treated as collection facilities;

Trending Factor = ENR 2003 ÷ ENR (Year of Project)  
 Project X includes both Contracts X and X-1



488.15

Sewer System

TABLE S-2: Trended Costs of Capacity Facilities (Construction Projects)

Project	Construction Costs	Other Costs	Assessments & Contributions	Adjusted Cost	Trending Factor	Trended Cost
A	\$88,890	\$17,223	\$0	\$88,113	7.43	\$639,820
B	\$14,719	\$3,878	\$0	\$18,391	7.15	\$131,498
C	\$107,602	\$26,001	\$0	\$134,503	8.89	\$926,728
Z	\$521,281	\$130,320	\$188,320	\$463,281	5.28	\$2,448,124
K	\$0	\$0	\$0	\$0	4.85	\$0
L	\$160,850	\$40,238	\$93,830	\$107,358	3.53	\$378,974
M	\$45,892	\$11,473	\$50,815	\$6,460	3.31	\$21,350
N	\$0	\$0	\$0	\$0	3.03	\$0
O	\$45,784	\$11,449	\$0	\$57,230	3.03	\$173,407
P	\$0	\$0	\$0	\$0	2.79	\$0
Q	\$0	\$0	\$0	\$0	2.50	\$0
R	\$115,849	\$28,012	\$0	\$144,561	1.89	\$273,220
S	\$0	\$0	\$0	\$0	1.89	\$0
T	\$127,871	\$31,968	\$20,023	\$139,816	1.48	\$206,928
U	\$621,811	\$166,478	\$188,891	\$688,498	1.48	\$970,877
V	\$0	\$0	\$0	\$0	1.34	\$0
W-5	\$0	\$0	\$0	\$0	1.13	\$2,168,958
X	\$1,848,594	\$488,649	\$522,651	\$1,810,582	1.08	\$0
W	\$0	\$0	\$0	\$0	1.08	\$0
TOTAL						\$8,227,880

Notes:

- Construction Costs from Table S-1;
- Other costs based on an assumed 25% for administration, inspection, engineering, design, construction stake out, detailed observation, legal costs, etc;
- Adjusted Cost = Construction Cost + Other Costs - Assessments & Contributions;
- Trending Factor From Table S-1;
- Trended Cost = Adjusted Cost x Trending Factor;
- Contributions for Contract X include 4.39 % of project costs from Salisbury Township, and 17.09% of project costs from Lower Macungie Township.

488.16

Sewer System

TABLE S-3: Trended Costs of Collection Facilities (Construction Projects)

Project	Construction Costs	Other Costs	Assessments & Contributions	Adjusted Cost	Trending Factor	Trended Cost
A	\$9,916	\$2,404	\$0	\$12,020	7.43	\$89,309
B	\$363,119	\$88,280	\$250,000	\$191,399	7.15	\$1,368,509
C	\$351,919	\$87,978	\$250,000	\$189,897	6.89	\$1,308,349
Z	\$2,913,031	\$728,258	\$1,270,000	\$2,371,289	5.28	\$12,520,406
K	\$148,474	\$37,360	\$146,355	\$40,448	4.85	\$196,173
L	\$24,050	\$5,019	\$0	\$30,069	3.53	\$106,122
M	\$60,833	\$15,208	\$32,775	\$43,266	3.31	\$143,210
N	\$75,834	\$18,909	\$32,637	\$61,096	3.03	\$187,576
O	\$0	\$0	\$0	\$0	3.03	\$0
P	\$18,002	\$4,501	\$5,100	\$17,403	2.79	\$48,554
Q	\$69,780	\$17,445	\$31,310	\$56,915	2.60	\$145,379
R	\$0	\$0	\$0	\$0	1.89	\$0
S	\$36,400	\$9,100	\$0	\$45,500	1.89	\$85,995
T	\$169,504	\$42,876	\$85,218	\$126,661	1.48	\$187,468
U	\$0	\$0	\$0	\$0	1.48	\$0
V	\$0	\$0	\$0	\$0	1.34	\$0
W-5	\$66,831	\$14,208	\$0	\$71,039	1.34	\$95,192
X	\$0	\$0	\$0	\$0	1.13	\$0
W	\$835,985	\$217,323*	\$0	\$753,318	1.09	\$798,517
TOTAL						\$17,280,742

Notes:

Construction Costs from Table S-1;  
 Other costs based on an assumed 25% for administration, inspection, engineering, design, construction stake out, detailed observation, legal costs, etc.  
 $\text{Adjusted Cost} = \text{Construction Cost} + \text{Other Costs} - \text{Assessments \& Contributions}$ ;  
 Trending Factor From Table S-1;  
 $\text{Trended Cost} = \text{Adjusted Cost} \times \text{Trending Factor}$ ;

\* Includes expenses for condemnation of Tamerler easement and subsequent legal actions pursuant to trial.

488.17

Sewer System

**TABLE S-4:** Calculation of Net Trended Cost

	Capacity	Collection
Past Construction Projects (see note 1)	\$9,227,980	\$17,280,742
Capacity in Allentown Treatment Plant (see note 2)	\$10,670,000	\$0
Capacity in Little Lehigh Sewer Interceptor (see note 3)	\$858,000	\$0
LESS: Outstanding Debt - Crackersport Road	\$0	\$69,800
LESS: Abandoned Facilities Sewage Pump Stations (4 x \$22,000)	\$0	\$88,000
<b>TOTAL</b>	<b>\$19,753,980</b>	<b>\$17,132,942</b>

**Notes:**

- See Tables S-2 and S-3 (Trended historical cost method.)
- Replacement cost method: \$3.88 per gal/day\* x 2,750,000 gal/day allocated.  
\* Rate from City of Allentown, November 2004
- Replacement cost method: \$1.07 per gal/day x 800,000 gal/day allocated.

Total Cost 1998*	Trending Factor	Total Cost 2003
\$0.85	1.13	\$1.07

\* Based on 1998 ENR

4. Trending Factor = ENR 2003 / ENR 1998  
6694/5920 = 1.13

Tapping fees received from significant property owners in advance of construction with funds to be refunded pursuant to Contribution Agreement dated August 15, 2001.

- Jaindl's Turkey Farm \$521,974
- Posocco Properties \$126,373

488.18

Sewer System

**TABLE S-5:** Calculation of the Connection Fee (applies only where connection facilities are constructed by the Township)

As per 1999 Ordinance: \$ 1138 Connection Fee used in 1999.

Connection Fee 1999 Ordinance*	Trending Factor	Connection Fee 2003
\$1,138	1.13	\$1,286

\* Based on 1998 ENR

\$1286 is considerably less than the amount which it would cost to construct the facilities:

Total Estimated Cost 1991*	Trending Factor	Total Cost 2003
\$1,948	1.13	\$2,201

\* Based on 1998 ENR

Trending Factor = ENR 2003 / ENR 1998  
 $6694 / 5920 = 1.13$

**TABLE S-6:** Calculation of the Inspection Fee (applies only where connection facilities are constructed by the owner or developer)

As per 1990 Ordinance:

1 1/2 hour full time observation of lateral crew to check tap for leaks, backfilling, etc., based on 6 services connected in an 8 hour day. (A longer period would actually be required in the event only one lateral was being connected.)

plus 8/10 hour full time observation and second inspection to observe permanent pavement restoration, based on 10 lateral trenches in an 8 hour day. (A longer period would actually be required in the event only one lateral was being connected.)

Assumes a \$34.00 per hour cost for basic labor, plus a 60% additional cost for administration and supervision.

$2.13 \text{ hours} \times \$34/\text{hr} \times 160\% = \$115.87$   
 Reduced to \$110.00 (Trended to \$138 for 1999 Ordinance)

Inspection Fee 1999 Ordinance *	Trending Factor	Inspection Fee (Trended Cost)
\$138	1.13	\$155

\* Based on 1998 ENR

Trending Factor = ENR 2003 / ENR 1998  
 $6694 / 5920 = 1.13$

Trended Cost = 1998 Cost x Trending Factor



Sewer System

**TABLE S-7:** System Capacity

2,750,000 gal/day capacity is available to South Whitehall Township for wastewater treatment in the Allentown Treatment Plant.

**TABLE S-8:** Calculation of average residential consumption based on data from Year 2000 Census from U.S. Census Bureau for South Whitehall Township, County of Lehigh:

Population: 18,028  
Persons per household: 2.45

The design capacity required by a new residential customer used in calculating sewer tapping fees shall not exceed an amount as follows:

Persons per household	Gallons per capita/day	Total
2.45	90	220.6 gpd

Provided by State Legislature Act 57 of 2003

Sewer System

**TABLE S-9 :** Tapping Fee per Gallon

	Net Trended Cost	System Capacity (Gallon)	Maximum Fee per Residence
Capacity Part	\$19,753,980	2,760,000	\$7.184
Collection Part	\$17,132,642	2,760,000	\$6.230

Notes:  
 Net Trended Cost: see Table S-4;  
 System Capacity: see Table S-7;  
 Fee per Gallon = Net Trended Cost ÷ System Capacity.

**TABLE S-10 :** Tapping Fee per Residence

Capacity Part	$\$7.184/\text{gallon} \times 220.5 \text{ gal./residence} = \$1,584/\text{residence}$
Collection Part	$\$6.230/\text{gallon} \times 220.5 \text{ gal./residence} = \$1,374/\text{residence}$

**TABLE S-11 :** Total Fees for a Standard Residential Connection (Residence)

	Connection Made	Inspection Only
Connection Fee *	\$1,288	\$0
Inspection Fee **	\$0	\$158
Tapping Fee: Capacity Part ***	\$1,584	\$1,584
Tapping Fee: Collection Part ***	\$1,374	\$1,374
TOTAL	\$4,244	\$3,114

Notes:  
 \* See Table S-5;  
 \*\* See Table S-6;  
 \*\*\* See Table S-10.

**SOUTH WHITEHALL TOWNSHIP AUTHORITY  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-02-BOA  
(Duly adopted September 18, 2017)**

**A RESOLUTION OF THE BOARD OF AUTHORITY OF THE SOUTH WHITEHALL TOWNSHIP AUTHORITY DIRECTING THE CHAIRMAN AND SECRETARY OF THE BOARD OF AUTHORITY TO EXECUTE A CERTIFICATE OF TERMINATION TO EFFECTUATE THE FORMAL DISSOLUTION OF THE AUTHORITY AND DIRECTING THE SECRETARY OF THE BOARD OF AUTHORITY TO DELIVER THE EXECUTED CERTIFICATE TO THE SOUTH WHITEHALL TOWNSHIP SOLICITOR FOR FILING WITH THE PENNSYLVANIA SECRETARY OF THE COMMONWEALTH.**

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to the residents of the Township and a small group on individuals outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township has determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to the Municipality Authorities Act and applicable law, adopted Ordinance No. 1021 on May 3, 2017, compelling the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, this is an involuntary dissolution in that the Board of Authority does not agree that the best interests of the citizens of the Township are served by dissolution of the Authority, but acknowledges that the Board of Commissioners possesses the legal authority to compel the dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, in order to effectuate dissolution of the Authority, it is appropriate that the Board of Authority execute and submit to the Township a Certificate of Termination, which will ultimately be filed with the Pennsylvania Secretary of the Commonwealth and, once approved by the Secretary of the Commonwealth, recorded with the Lehigh County Recorder of Deeds; and

**WHEREAS**, the Board of Authority is compelled by Ordinance No. 1021 to direct the Chairman and Secretary of the Board of Authority to execute a Certificate of Termination; and

**WHEREAS**, the Board of Authority is compelled by Ordinance No. 1021 to direct the Secretary of the Board of Authority to deliver the executed Certificate of Termination to the Township Solicitor, who will hold the Certificate for future filing with the Pennsylvania Secretary of the Commonwealth at a time deemed appropriate by the Township.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Authority of the South Whitehall Township Authority as follows:

**SECTION 1.**

The Board of Authority hereby directs the Chairman and Secretary of the Board of Authority to execute the Certificate of Termination, as set forth in form and substance appended hereto as Exhibit "A."

**SECTION 2.**

Upon execution of the Certificate of Termination, the Secretary of the Board of Authority shall deliver the Certificate to the Township Solicitor, who will hold the Certificate for future filing with the Pennsylvania Secretary of the Commonwealth at a time deemed appropriate by the Township.

**SECTION 3.**

This resolution shall become effective immediately.

**[SIGNATURES ON NEXT PAGE.]**

**DULY ADOPTED** this 18<sup>th</sup> day of September 2017, by a majority of the Board of Authority of the South Whitehall Township Authority, at a duly advertised meeting of the Board of Authority at which a quorum was present. As part of this Resolution, the Board of Authority has directed that the Chairman, or Vice Chairman in the absence of the Chairman, or Secretary in the absence of both the Chairman and Vice Chairman, execute this Resolution on behalf of the Board.

**SOUTH WHITEHALL TOWNSHIP  
AUTHORITY**

ATTEST  
  
Secretary

  
Chairman

Exhibit "A"

**CERTIFICATE OF TERMINATION OF THE  
SOUTH WHITEHALL TOWNSHIP AUTHORITY,  
LEHIGH COUNTY, PENNSYLVANIA**

**THIS CERTIFICATE** ("Certificate") is made this 18<sup>th</sup> day of September 2017 by the South Whitehall Township Authority, Lehigh County, Pennsylvania ("**Authority**")

**WHEREAS**, the Board of Commissioners of South Whitehall Township has determined that the best interests of the citizens of the Township are served by dissolution of the South Whitehall Township Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to the Municipality Authorities Act and applicable law, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, pursuant to South Whitehall Township Ordinance No. 1021, the Authority is required to take all actions necessary to effectuate its dissolution; and

**WHEREAS**, in order to effectuate dissolution of the Authority, it is appropriate that the Board of Authority execute and submit to the Township a Certificate of Termination, which will ultimately be filed with the Pennsylvania Secretary of the Commonwealth and, once approved by the Secretary of the Commonwealth, recorded with the Lehigh County Recorder of Deeds.

**NOW THEREFORE**, the Authority, intending to be legally bound hereby, certifies as follows:

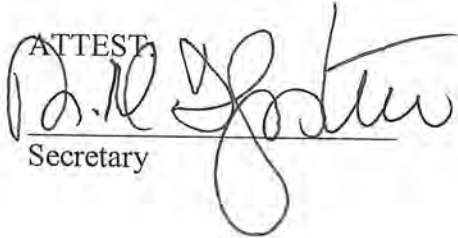
1. The Authority, acting to fulfill its legal requirements under South Whitehall Township Ordinance No. 1021, hereby submits this Certificate of Termination to the South Whitehall Township Board of Commissioners to formally effectuate its dissolution pursuant to the Municipality Authorities Act and applicable law.


2. The South Whitehall Township Board of Commissioners is authorized to terminate the existence of the Authority based on its prior action to create the Authority in 1962.

3. The Chairman, Secretary, Vice Chairman and Assistant Secretary are hereby authorized to take all actions necessary to carry out the purposes of this Certificate and to effectuate the dissolution of the Authority.

**IN WITNESS WHEREOF**, the undersigned officers of the Authority, having been authorized by the Board of the Authority, have hereunto set their hands and seals the date first written above.

**SOUTH WHITEHALL TOWNSHIP  
AUTHORITY**

ATTEST  
  
Secretary

  
Chairman

**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-33  
(Duly adopted June 7, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY,  
PENNSYLVANIA ESTABLISHING THE DUTIES AND  
RESPONSIBILITIES OF THE BOARD OF AUTHORITY OF  
THE SOUTH WHITEHALL TOWNSHIP AUTHORITY  
PENDING FORMAL DISSOLUTION OF THE AUTHORITY  
PURSUANT 53 PA.C.S. § 5619.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to the residents of the Township and a small group on individuals outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township has determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to Section 5619 of the Municipality Authorities Act, 53 Pa.C.S. § 5619, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and



**WHEREAS**, the Board of Commissioners of South Whitehall Township desires to establish the temporary duties and responsibilities of the Authority's Board of Authority pending formal dissolution of the Authority pursuant to 53 Pa.C.S. § 5619.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

Until formal dissolution of the Authority, or earlier modification or revocation by the Board of Commissioners, the Board of Authority shall have the following temporary duties and responsibilities with regard to the water and sanitary sewer systems:

A. Perform any and all obligations imposed on the Authority by Ordinance No. 1021 effectuating dissolution of the Authority.

B. Approve payroll disbursements from the Authority water and sewer accounts into the Township payroll fund to compensate Township employees performing work for the Authority.

C. Approve disbursements from the Authority water and sewer accounts for payment of accounts payable and invoices submitted to the Authority for work performed on the water and sanitary sewer systems and for other Authority obligations.

D. Monitor existing litigation, arbitrations and negotiations involving the Authority and, as necessary, provide written recommendations on proposed strategy to the Board of Commissioners. The Board of Authority is prohibited from initiating new litigation, arbitrations or negotiations and from taking any action with regard to existing litigation, arbitration or negotiations without the approval of the Board of Commissioners.

**SECTION 2.**

Pending formal dissolution of the Authority, the Board of Commissions shall have the following duties and responsibilities with regard to the water and sanitary sewer systems:

A. Review and make final decisions on all bids for work on or related to the water and sanitary sewer systems including, but not limited to, bids awaiting advertising, bids which have been only advertised, bids which have been advertised and for which the period for submitted proposals has not yet closed, and bids for which the period for submitting proposals has closed. This specifically applies to all bids which have been or may be presently advertised in the name of the "Authority/Township."

B. Enter into contracts and agreement pertaining to the water and sanitary sewer systems.

C. Hear and decide all appeals pertaining to the water and sanitary sewer systems.

D. Adopt resolutions establishing policy for the operation of the water and sanitary sewer systems.

E. Assume responsibility for review and approval of all reports and submissions to federal and state agencies pertaining to the operation of the water and sanitary sewer systems.

F. Regulate proposed land developments impacting the water and sanitary sewer systems, including without limitation, making all decisions, entering into agreements, and accepting dedications of easements and constructed improvements.

G. Make all decisions pertaining to existing litigation, arbitrations and negotiations involving the Authority and the initiation of new litigation, arbitrations and negotiations involving the Authority.

### SECTION 3.

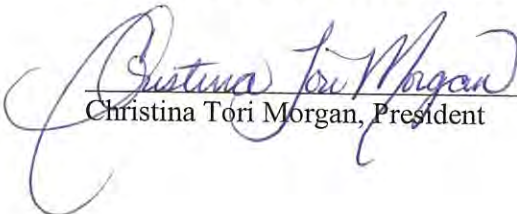
Upon formal dissolution of the Authority pursuant to 53 Pa.C.S. § 5619, all duties and responsibilities of the Board of Authority identified in Section 1 shall pass to the Board of Commissioners and the Board of Commissioners shall possess complete and exclusive authority over operation of the water and sanitary sewer systems.

### SECTION 4.

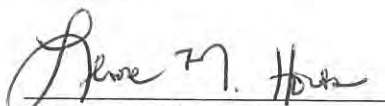
This resolution shall become effective immediately.

**DULY ADOPTED** this 7th day of June, 2017, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

### TOWNSHIP OF SOUTH WHITEHALL BOARD OF COMMISSIONERS

  
Christina Tori Morgan, President

**ATTEST:**

  
Lenore M. Horos, Secretary

Lenore Horos, Secretary

**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-36  
(Duly Adopted June 21, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY,  
PENNSYLVANIA ESTABLISHING THE RATES, TERMS  
AND CONDITIONS UNDER WHICH THE TOWNSHIP  
WILL PROVIDE WATER AND SANITARY SEWER  
SERVICES TO CUSTOMERS LOCATED OUTSIDE OF  
THE TOWNSHIP'S MUNICIPAL BOUNDARIES.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority owns assets comprising the water system and the sanitary sewer system which render water and sanitary sewer service to the residents of the Township and a small group of customers located outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township has determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to Section 5619 of the Municipality Authorities Act, 53 Pa.C.S. § 5619, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the vast majority of water and sanitary sewer customers serviced by the Authority reside within the municipal boundaries of the Township; and

**WHEREAS**, the Authority, aside from the provision of water and sanitary sewer service to Township customers, provides water and sanitary sewer service to seven customers residing in adjacent Upper Macungie Township and water service to two customers residing in adjacent North Whitehall Township; and

**WHEREAS**, as of the date of this Resolution, the water system being transferred to the ownership of the Township has 6,426 total customers, with only nine located outside of, but immediately adjacent to, the Township's municipal boundaries; and

**WHEREAS**, as of the date of this Resolution, the sanitary sewer system being transferred to the ownership of the Township has 6,638 total customers, with only seven located outside of, but immediately adjacent to, the Township's municipal boundaries; and

**WHEREAS**, as of the date of this Resolution, the Authority has a contract with the City of Allentown whereby the Authority provides water service to 20 Allentown residents whose properties straddle the border with the Township and Allentown directly bills these customers for the water service and reimburses the Township for the cost of the water; and

**WHEREAS**, as of the date of this Resolution, the Authority has a contract with Salisbury Township whereby the Authority provides water and sewer services to 28 Salisbury Township residents whose properties straddle the border with the Township and Salisbury Township directly bills these customers for the water and sewer services and reimburses the Township for the cost of the water and sewer access; and

**WHEREAS**, the Authority does not consider the Allentown residents receiving water service from the Authority and the Salisbury Township residents receiving water and sewer services from the Authority to be Authority customers because those individuals are directly billed for those services by the City of Allentown and Salisbury Township respectively; and

**WHEREAS**, the Township believes that the Township's future provision of water and sanitary sewer service to the aforementioned customers located outside of the Township's municipal boundaries will not constitute public utility service subject to the jurisdiction of the Pennsylvania Public Utility Commission ("PUC"); and

**WHEREAS**, the Township requested that Chief Counsel of the Law Bureau of the PUC provide an Advisory Opinion as to whether the PUC will exercise jurisdiction over the Township's provision of water and sanitary sewer services to customer's located outside of the Township's municipal boundaries upon dissolution of the Authority and the Township's assumption of ownership of the water and sanitary sewer systems; and

**WHEREAS**, Chief Counsel of the Law Bureau of the PUC has provided the Township with an Advisory Opinion, a copy of which is attached hereto as Exhibit "A" and incorporated herein, whereby Chief Counsel renders its opinion that the PUC will not exercise jurisdiction over the Township's provision of water and sanitary sewer services to customer's located outside of the Township's municipal boundaries; and

**WHEREAS**, the Township seeks to ensure that the customers serviced by the water and sanitary sewer systems who are located outside of the Township will not be subject to discrimination with regard to rates and terms and conditions of service without the opportunity for PUC review and oversight.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

Upon dissolution of the Authority, the Township shall continue to provide water and sanitary sewer services to all customers presently receiving that service from the Authority who are located outside of the municipal boundaries of the Township.

**SECTION 2.**

The Township shall, at all times in the future, apply the same rates, service terms and conditions to water and sanitary sewer customers located outside of the Township's municipal boundaries as it does to water and sanitary sewer customers located within the Township's municipal boundaries.

**SECTION 3.**

The Township will not approve any rates, service terms or conditions that do not treat water and sanitary sewer customers located outside of the Township's municipal boundaries the same as water and sanitary sewer customers located within the Township's municipal boundaries.

**SECTION 4.**

The Township will not, unless otherwise directed by a Pennsylvania regulatory agency, permit or add any new water or sanitary sewer customers or any new water or sanitary sewer connections outside of the Township's municipal boundaries without the prior approval of the PUC.

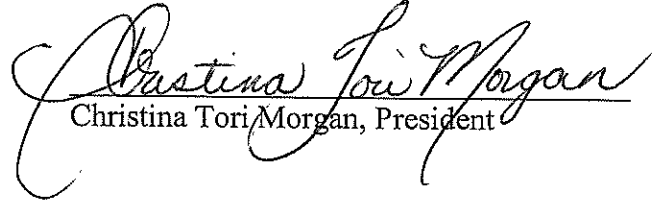
**SECTION 5.**

This resolution shall not be repealed or expire without the prior written notification of its repeal or expiration to the PUC.

**DULY ADOPTED** this 21<sup>st</sup> day of **June 2017**, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

**[THIS SPACE IS BLANK. SIGNATURES ON NEXT PAGE.]**

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

  
Christina Tori Morgan, President

**ATTEST:**


  
Lenore Horos, Secretary

Exhibit "A"  
(Advisory Opinion)





COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

March 22, 2017

Eric J. Gaspar, Esquire  
Zator Law  
American Heritage Building  
4400 Walbert Avenue at Ridgeview Drive  
Allentown, PA 18104

Re: Request for a Legal Opinion Regarding Water and Sewer Service by South Whitehall Township to Customers Located Outside of the Township's Boundaries

Dear Mr. Gaspar:

By letter dated February 2, 2017, you have requested a legal opinion as to whether water and sewer service by South Whitehall Township (Township) to a small number of extraterritorial customers located outside of, but immediately adjacent to, the Township's municipal boundaries, constitutes public utility service subject to the jurisdiction of the Pennsylvania Public Utility Commission (PUC or Commission).

According to the information provided in the February 2, 2017, the South Whitehall Township Authority (Authority) presently owns a water and wastewater system located in and around the Township. Being an Authority created pursuant to the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. §§ 5601, *et seq.*, the Authority is not subject to PUC regulation. The Board of Commissioners of the Township is considering adopting an ordinance compelling the dissolution of the Authority. Upon dissolution of the Authority, the Township would assume ownership and control of the water and sewer systems located in and around the Township.

In your letter, you indicate that the vast majority of water and sewer customers serviced by the Authority reside within the municipal boundaries of the Township. Aside from Township residents, the Authority provides water and sewer service to seven customers residing in adjacent Upper Macungie Township and water service to two customers residing in adjacent North Whitehall Township.

In total, the water system which would be transferred to the Township upon dissolution of the Authority has 6,426 customer accounts. Of these customer accounts, only nine are located outside of the Township's municipal boundaries. The sewer system, which would be transferred to the ownership of the Township, has 6,638 customer accounts. Of these customer accounts, only seven are located outside of the

Township's municipal boundaries.<sup>1</sup> A map showing the location of the extraterritorial customers was attached to the February 2, 2017 letter as Exhibit "A."

You further indicate in the letter that, in the event the Township adopts an ordinance compelling dissolution of the Authority, the Township will not in the future permit retail customer connections beyond its municipal boundaries without prior approval by the Commission. The Township will continue to provide water and sewer service to the extraterritorial customers under the same rates, rules, terms, and conditions applicable to customers within the Township. To this end, the Township has attached to the February 2, 2017 letter as Exhibit "B" a copy of the potential resolution described in this paragraph.<sup>2</sup> Accordingly, you have requested a legal opinion regarding jurisdiction.

The Public Utility Code, 66 Pa. C.S. §§ 101-3316, and case law decided thereunder, govern whether the Township's potential service to the extraterritorial customers is subject to PUC regulation. Section 1501 provides that "any public utility service being furnished or rendered by a municipal corporation beyond its corporate limits shall be subject to regulation and control by the Commission ... as if such service were rendered by a public utility." 66 Pa. C.S. § 1501. Section 102 defines a "public utility" as "any person or corporations now or hereafter owning or operating in this Commonwealth equipment or facilities for: (ii) diverting, developing, pumping, impounding, distributing or furnishing water to the public for compensation, and (vii) sewage collection, treatment, or disposal for the public for compensation." 66 Pa. C.S. § 102(1)(ii) and (vii). Thus, under the Public Utility Code, extraterritorial water or sewer service rendered by municipalities would be subject to the Commission's jurisdiction when the service is provided "for the public."

The question of whether a given service is within the Commission's regulatory jurisdiction under the Public Utility Code depends upon the circumstances and facts of each case. A utility is considered to be providing service "for the public" when it represents itself as serving all members of the public who require service, as opposed to serving only particular individuals. *Waltman v. Pa. Public Utility Commission*, 596 A.2d 1221, 1223 (1991), *aff'd*, 621 A.2d 994 (Pa. 1993), *citing Drexelbrook v. Pa. Public Utility Commission*, 212 A.2d 237 (Pa. 1965).

<sup>1</sup> It is also noted that the Authority has contractual arrangements with the City of Allentown and Salisbury Township to provide water service to 20 Allentown residents whose properties straddle the border with the Township and 28 Salisbury Township residents whose properties straddle the border with the Township. Both Allentown and Salisbury send bills to their respective customers and reimburses the Township for the cost of the water and sewer access.

<sup>2</sup> The potential resolution states, in pertinent part: (1) the Township shall continue to provide water and sewer service to the existing extraterritorial customers; (2) the Township will apply the same rates to the extraterritorial customers as it does to the customers within the Township limits; (3) the Township will not add any extraterritorial customers without the prior approval of the PUC; and (4) the resolution shall not be repealed or expire without the prior written notification of its repeal or expiration to the PUC.

Based upon the information provided in the February 2, 2017 letter, it is my opinion that, in this instance, the Township, upon dissolution of the Authority and assumption of ownership and control of the water and sewer systems by the Township, would not be providing extraterritorial service to the general public but only to those extraterritorial customers previously served by the Authority and located immediately adjacent to the Township's municipal boundaries. Since the Township has indicated that it will not be seeking customers outside its corporate limits, and it does not otherwise hold itself out as available to serve members of the public outside its corporate limits, providing water and sewer service in this isolated instance would not be considered service "for the public." Therefore, the Township's potential provision of service to the extraterritorial customers located outside of, but immediately adjacent to, the Township's municipal boundaries would not be subject to the regulation of the PUC.<sup>3</sup> *See Petition of Cochranton Borough*, Docket No. P-2008-2035741 (Order entered May 19, 2009) (wherein the Commission concluded that the extraterritorial service to a "defined, privileged and limited" group was not subject to Commission jurisdiction).

I hope that this reply has adequately addressed the Township's concerns. Please be advised, however, that the opinion contained in this letter is provided to you only as a courtesy and is not binding upon the Commission. *See* 52 Pa. Code § 1.96. Furthermore, the opinion expressed herein is strictly limited to the facts and circumstance as described in your written request. Formal opinions are available in appropriate circumstances from the Commission in the form of declaratory orders. *See* 52 Pa. Code § 5.42 and 66 Pa. C.S. § 331(f).

Sincerely,

  
Bohdan R. Pankiw  
Chief Counsel

cc: Kathryn G. Sophy, Deputy Chief Counsel  
Stanley E. Brown, Assistant Counsel

<sup>3</sup> We also conclude that a similar contractual arrangement regarding the billing and service for these customers with the City of Allentown and Salisbury Township as **described** would not be subject to the regulation of the PUC since the Allentown and Salisbury customers are billed by their respective municipalities.

**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-37  
(Duly Adopted June 21, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA DIRECTING THE SOUTH WHITEHALL TOWNSHIP AUTHORITY BOARD OF AUTHORITY TO MAINTAIN THE ESTABLISHED RATES AND TERMS AND CONDITIONS UNDER WHICH THE AUTHORITY PROVIDES WATER AND SANITARY SEWER SERVICES TO CUSTOMERS LOCATED OUTSIDE OF THE TOWNSHIP'S MUNICIPAL BOUNDARIES AND DIRECTING THE BOARD OF AUTHORITY NOT TO PERMIT OR ADD ANY NEW WATER OR SANITARY SEWER CONNECTIONS OUTSIDE OF THE TOWNSHIP'S MUNICIPAL BOUNDARIES.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority owns assets comprising the water system and the sanitary sewer system which render water and sanitary sewer service to the residents of the Township and a small group of customers located outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township has determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to Section 5619 of the Municipality Authorities Act, 53 Pa.C.S. § 5619, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the vast majority of water and sanitary sewer customers serviced by the Authority reside within the municipal boundaries of the Township; and

**WHEREAS**, the Authority, aside from the provision of water and sanitary sewer service to Township customers, provides water and sanitary sewer service to seven customers residing in adjacent Upper Macungie Township and water service to two customers residing in adjacent North Whitehall Township; and

**WHEREAS**, as of the date of this Resolution, the water system being transferred to the ownership of the Township has 6,426 total customers, with only nine located outside of, but immediately adjacent to, the Township's municipal boundaries; and

**WHEREAS**, as of the date of this Resolution, the sanitary sewer system being transferred to the ownership of the Township has 6,638 total customers, with only seven located outside of, but immediately adjacent to, the Township's municipal boundaries; and

**WHEREAS**, as of the date of this Resolution, the Authority has a contract with the City of Allentown whereby the Authority provides water service to 20 Allentown residents whose properties straddle the border with the Township and Allentown directly bills these customers for the water service and reimburses the Township for the cost of the water; and

**WHEREAS**, as of the date of this Resolution, the Authority has a contract with Salisbury Township whereby the Authority provides water and sewer services to 28 Salisbury Township residents whose properties straddle the border with the Township and Salisbury Township directly bills these customers for the water and sewer services and reimburses the Township for the cost of the water and sewer access; and

**WHEREAS**, the Authority does not consider the Allentown residents receiving water service from the Authority and the Salisbury Township residents receiving water and sewer services from the Authority to be Authority customers because those individuals are directly billed for those services by the City of Allentown and Salisbury Township respectively; and

**WHEREAS**, the Township believes that the Township's future provision of water and sanitary sewer service to the aforementioned customers located outside of the Township's municipal boundaries will not constitute public utility service subject to the jurisdiction of the Pennsylvania Public Utility Commission ("PUC"); and

**WHEREAS**, the Township requested that Chief Counsel of the Law Bureau of the PUC provide an Advisory Opinion as to whether the PUC will exercise jurisdiction over the Township's provision of water and sanitary sewer services to customer's located outside of the Township's municipal boundaries upon dissolution of the Authority and the Township's assumption of ownership of the water and sanitary sewer systems; and

**WHEREAS**, Chief Counsel of the Law Bureau of the PUC has provided the Township with an Advisory Opinion, a copy of which is attached hereto as Exhibit "A" and incorporated herein, whereby Chief Counsel renders its opinion that the PUC will not exercise jurisdiction over the Township's provision of water and sanitary sewer services to customer's located outside of the Township's municipal boundaries; and

**WHEREAS**, the Township seeks to ensure that, pending formal dissolution of the Authority, the Board of Authority will not approve any rates, service terms or conditions that do not treat water and sanitary sewer customers located outside of the Township's municipal boundaries the same as water and sanitary sewer customers located within the Township's municipal boundaries, nor permit or add any new water or sanitary sewer customers or any new water or sanitary sewer connections outside of the Township's municipal boundaries.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

The Board of Authority shall maintain the same rates, service terms and conditions for water and sanitary sewer customers located outside of the Township's municipal boundaries as it does for water and sanitary sewer customers located within the Township's municipal boundaries.

**SECTION 2.**

The Board of Authority will not approve any rates, service terms or conditions that do not treat water and sanitary sewer customers located outside of the Township's municipal boundaries the same as water and sanitary sewer customers located within the Township's municipal boundaries.

**SECTION 3.**

The Board of Authority will not permit or add any new water or sanitary sewer customers or any new water or sanitary sewer connections outside of the Township's municipal boundaries.

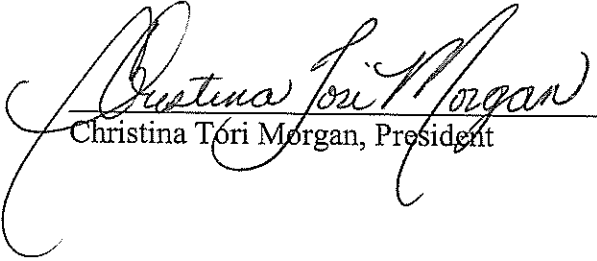
**SECTION 4.**

This Resolution shall become effective immediately.

**DULY ADOPTED** this 21st day of June 2017, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

**[SIGNATURES ON NEXT PAGE.]**

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

  
Christina Tori Morgan, President

**ATTEST:**

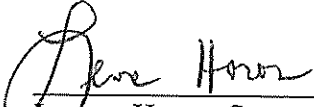
  
Lenore Horos, Secretary

Exhibit "A"  
(Advisory Opinion)





COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

March 22, 2017

Eric J. Gaspar, Esquire  
Zator Law  
American Heritage Building  
4400 Walbert Avenue at Ridgeview Drive  
Allentown, PA 18104

Re: Request for a Legal Opinion Regarding Water and Sewer Service by South Whitehall Township to Customers Located Outside of the Township's Boundaries

Dear Mr. Gaspar:

By letter dated February 2, 2017, you have requested a legal opinion as to whether water and sewer service by South Whitehall Township (Township) to a small number of extraterritorial customers located outside of, but immediately adjacent to, the Township's municipal boundaries, constitutes public utility service subject to the jurisdiction of the Pennsylvania Public Utility Commission (PUC or Commission).

According to the information provided in the February 2, 2017, the South Whitehall Township Authority (Authority) presently owns a water and wastewater system located in and around the Township. Being an Authority created pursuant to the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. §§ 5601, *et seq.*, the Authority is not subject to PUC regulation. The Board of Commissioners of the Township is considering adopting an ordinance compelling the dissolution of the Authority. Upon dissolution of the Authority, the Township would assume ownership and control of the water and sewer systems located in and around the Township.

In your letter, you indicate that the vast majority of water and sewer customers serviced by the Authority reside within the municipal boundaries of the Township. Aside from Township residents, the Authority provides water and sewer service to seven customers residing in adjacent Upper Macungie Township and water service to two customers residing in adjacent North Whitehall Township.

In total, the water system which would be transferred to the Township upon dissolution of the Authority has 6,426 customer accounts. Of these customer accounts, only nine are located outside of the Township's municipal boundaries. The sewer system, which would be transferred to the ownership of the Township, has 6,638 customer accounts. Of these customer accounts, only seven are located outside of the

Township's municipal boundaries.<sup>1</sup> A map showing the location of the extraterritorial customers was attached to the February 2, 2017 letter as Exhibit "A."

You further indicate in the letter that, in the event the Township adopts an ordinance compelling dissolution of the Authority, the Township will not in the future permit retail customer connections beyond its municipal boundaries without prior approval by the Commission. The Township will continue to provide water and sewer service to the extraterritorial customers under the same rates, rules, terms, and conditions applicable to customers within the Township. To this end, the Township has attached to the February 2, 2017 letter as Exhibit "B" a copy of the potential resolution described in this paragraph.<sup>2</sup> Accordingly, you have requested a legal opinion regarding jurisdiction.

The Public Utility Code, 66 Pa. C.S. §§ 101-3316, and case law decided thereunder, govern whether the Township's potential service to the extraterritorial customers is subject to PUC regulation. Section 1501 provides that "any public utility service being furnished or rendered by a municipal corporation beyond its corporate limits shall be subject to regulation and control by the Commission ... as if such service were rendered by a public utility." 66 Pa. C.S. § 1501. Section 102 defines a "public utility" as "any person or corporations now or hereafter owning or operating in this Commonwealth equipment or facilities for: (ii) diverting, developing, pumping, impounding, distributing or furnishing water to the public for compensation, and (vii) sewage collection, treatment, or disposal for the public for compensation." 66 Pa. C.S. § 102(1)(ii) and (vii). Thus, under the Public Utility Code, extraterritorial water or sewer service rendered by municipalities would be subject to the Commission's jurisdiction when the service is provided "for the public."

The question of whether a given service is within the Commission's regulatory jurisdiction under the Public Utility Code depends upon the circumstances and facts of each case. A utility is considered to be providing service "for the public" when it represents itself as serving all members of the public who require service, as opposed to serving only particular individuals. *Waltman v. Pa. Public Utility Commission*, 596 A.2d 1221, 1223 (1991), *aff'd*, 621 A.2d 994 (Pa. 1993), *citing Drexelbrook v. Pa. Public Utility Commission*, 212 A.2d 237 (Pa. 1965).

<sup>1</sup> It is also noted that the Authority has contractual arrangements with the City of Allentown and Salisbury Township to provide water service to 20 Allentown residents whose properties straddle the border with the Township and 28 Salisbury Township residents whose properties straddle the border with the Township. Both Allentown and Salisbury send bills to their respective customers and reimburses the Township for the cost of the water and sewer access.

<sup>2</sup> The potential resolution states, in pertinent part: (1) the Township shall continue to provide water and sewer service to the existing extraterritorial customers; (2) the Township will apply the same rates to the extraterritorial customers as it does to the customers within the Township limits; (3) the Township will not add any extraterritorial customers without the prior approval of the PUC; and (4) the resolution shall not be repealed or expire without the prior written notification of its repeal or expiration to the PUC.

Based upon the information provided in the February 2, 2017 letter, it is my opinion that, in this instance, the Township, upon dissolution of the Authority and assumption of ownership and control of the water and sewer systems by the Township, would not be providing extraterritorial service to the general public but only to those extraterritorial customers previously served by the Authority and located immediately adjacent to the Township's municipal boundaries. Since the Township has indicated that it will not be seeking customers outside its corporate limits, and it does not otherwise hold itself out as available to serve members of the public outside its corporate limits, providing water and sewer service in this isolated instance would not be considered service "for the public." Therefore, the Township's potential provision of service to the extraterritorial customers located outside of, but immediately adjacent to, the Township's municipal boundaries would not be subject to the regulation of the PUC.<sup>3</sup> See *Petition of Cochranton Borough*, Docket No. P-2008-2035741 (Order entered May 19, 2009) (wherein the Commission concluded that the extraterritorial service to a "defined, privileged and limited" group was not subject to Commission jurisdiction).

I hope that this reply has adequately addressed the Township's concerns. Please be advised, however, that the opinion contained in this letter is provided to you only as a courtesy and is not binding upon the Commission. See 52 Pa. Code § 1.96. Furthermore, the opinion expressed herein is strictly limited to the facts and circumstance as described in your written request. Formal opinions are available in appropriate circumstances from the Commission in the form of declaratory orders. See 52 Pa. Code § 5.42 and 66 Pa. C.S. § 331(f).

Sincerely,

  
Bohdan R. Pankiw  
Chief Counsel

cc: Kathryn G. Sophy, Deputy Chief Counsel  
Stanley E. Brown, Assistant Counsel

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<sup>3</sup> We also conclude that a similar contractual arrangement regarding the billing and service for these customers with the City of Allentown and Salisbury Township as **described** would not be subject to the regulation of the PUC since the Allentown and Salisbury customers are billed by their respective municipalities.

**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-38  
(Duly adopted June 21, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA PROHIBITING THE SOUTH WHITEHALL TOWNSHIP AUTHORITY BOARD OF AUTHORITY FROM TAKING ANY ACTION PERTAINING TO THE RATES AND TERMS AND CONDITIONS UNDER WHICH THE AUTHORITY PROVIDES WATER AND SANITARY SEWER SERVICES TO CUSTOMERS AND ESTABLISHING THAT THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP SHALL IMMEDIATELY ASSUME ALL RESPONSIBILITY FOR ALL DECISIONS PERTAINING TO RATES AND TERMS AND CONDITIONS UNDER WHICH WATER AND SANITARY SEWER SERVICES ARE RENDERED.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority owns assets comprising the water system and the sanitary sewer system which render water and sanitary sewer service to the residents of the Township and a small group of customers located outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township has determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to Section 5619 of the Municipality Authorities Act, 53 Pa.C.S. § 5619, adopted Ordinance No.

1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners desires that, pending formal dissolution of the Authority, the Board of Authority will not take any action pertaining to the rates, service terms or conditions for water and sanitary sewer customers serviced by the Authority water and sanitary sewer systems; and

**WHEREAS**, the Board of Commissioners desires that the Board of Commissioners immediately assume all responsibility for decisions pertaining to rates, service terms or conditions for water and sanitary sewer customers serviced by the Authority water and sanitary sewer systems.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

The Board of Authority is hereby prohibited from taking any action pertaining to the rates, service terms or conditions for water and sanitary sewer customers serviced by the Authority water and sanitary sewer systems.

**SECTION 2.**

The Board of Commissioners shall immediately assume all responsibility for decisions pertaining to rates, service terms or conditions for water and sanitary sewer customers serviced by the Authority water and sanitary sewer systems.

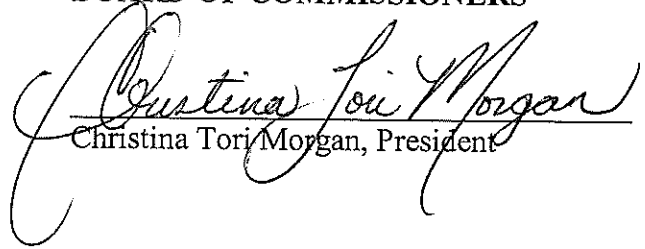
**SECTION 3.**

This Resolution shall become effective immediately.


**DULY ADOPTED** this 21<sup>st</sup> day of **June 2017**, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

**[SIGNATURES ON NEXT PAGE.]**

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

  
Christina Tori Morgan, President

**ATTEST:**

  
Lenore Horos, Secretary



**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-39  
(Duly adopted June 21, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA ESTABLISHING THAT SOUTH WHITEHALL TOWNSHIP HAS THE EXCLUSIVE AUTHORITY TO UPDATE AND IMPLEMENT THE TOWNSHIP'S ACT 537 SEWAGE FACILITIES PLAN AND PROHIBITTING THE SOUTH WHITEHALL TOWNSHIP AUTHORITY FOR TAKING ANY ACTION WHICH HAS THE EFFECT OF UPDATING OR IMPLEMENTING THAT PLAN.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, under the Pennsylvania Sewage Facilities Act (Act 537), 35 P.S. §§ 750.1-750.20a, all municipalities in the Commonwealth must develop and implement a comprehensive official sewage management plan (“**Act 537 Plan**”) that addresses their present and future sewage disposal needs; and

**WHEREAS**, the Authority, as the present owner of the assets comprising the public sanitary sewer system which renders sanitary sewer service to the residents of the Township and a small group on individuals outside of the Township, has worked with the Township in developing and implementing the Township’s Act 537 Plan;

**WHEREAS**, the Board of Commissioners of South Whitehall Township has determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the sanitary sewer system from the Authority to the Township; and



**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to Section 5619 of the Municipality Authorities Act, 53 Pa.C.S. § 5619, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the sanitary sewer system will pass from the Authority to the Township and the Township will have the exclusive authority and responsibility to develop, modify and implement the Township's Act 537 Plan.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

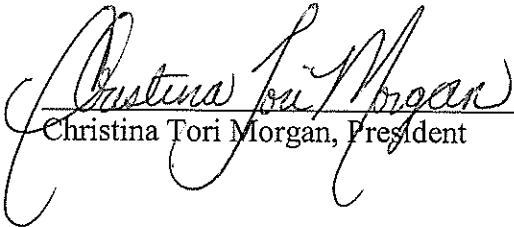
The responsibility for updating and implementing the Township's Act 537 Sewage Facilities Plan shall be exclusively under the control and jurisdiction of the Township. Effective immediately, the Authority is prohibited from taking any action which has the effect of updating or and implementing the Township's Act 537 Plan.

**SECTION 2.**


This resolution shall become effective immediately.

**DULY ADOPTED** this 21st day of June 2017, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

  
Christina Tori Morgan, President

**ATTEST:**

  
Lenore Horos, Secretary

**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-40  
(Duly adopted June 21, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA PROHIBITING THE BOARD OF AUTHORITY OF THE SOUTH WHITEHALL TOWNSHIP AUTHORITY FROM MAKING ANY EXPENDITURE OF AUTHORITY FUNDS TO INITIATE ANY NEW LITIGATION, APPEAL, ARBITRATION OR NEGOTIATION AND FROM MAKING ANY EXPENDITURE OF AUTHORITY FUNDS TO TAKE ANY ACTION WITH REGARD TO ANY EXISTING LITIGATION, APPEALS, ARBITRATIONS OR NEGOTIATIONS INVOLVING THE AUTHORITY WITHOUT THE PRIOR APPROVAL OF THE BOARD OF COMMISSIONERS.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to the residents of the Township and a small group on individuals outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township has determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to Section 5619 of the Municipality Authorities Act, 53 Pa.C.S. § 5619, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, on June 7, 2017, the Board of Commissioners of South Whitehall Township adopted Resolution No. 2017-33 which established the temporary duties and responsibilities of the Authority's Board of Authority pending formal dissolution of the Authority pursuant to 53 Pa.C.S. § 5619; and

**WHEREAS**, pursuant to Resolution No. 2017-33, the Board of Authority is prohibited from initiating any new litigation, appeal, arbitration or negotiation and from taking any action with regard to existing litigation, appeals, arbitrations or negotiations involving the Authority without the approval of the Board of Commissioners; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township desires to prohibit the Board of Authority from making any expenditure of Authority funds to initiate any new litigation, appeal, arbitration or negotiation and from making any expenditure of Authority funds to take any action with regard to existing litigation, appeals, arbitrations or negotiations involving the Authority without the prior approval of the Board of Commissioners.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

The Board of Authority is hereby prohibited from making any expenditure of Authority funds to initiate any new litigation, appeal, arbitration or negotiation and from making any expenditure of Authority funds to take any action with regard to existing litigation, appeals, arbitrations or negotiations involving the Authority without the prior approval of the Board of Commissioners.

**SECTION 2.**

This Resolution shall become effective immediately.

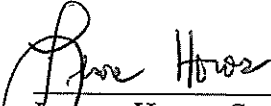
**DULY ADOPTED** this 21<sup>st</sup> day of June, 2017, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

[SIGNATURES ON NEXT PAGE.]

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Christina Tori Morgan, President

**ATTEST:**

  
\_\_\_\_\_  
Lenore Horos, Secretary



**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-51  
(Duly adopted September 20, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA, ESTABLISHING THAT THE TOWNSHIP MANAGER AND BOARD OF COMMISSIONERS SHALL BE IMMEDIATELY RESPONSIBLE FOR, AND HAVE AUTHORITY FOR, THE APPROVAL OF REQUIRED DISBURSEMENTS BY THE SOUTH WHITEHALL TOWNSHIP AUTHORITY FOR PAYROLL OBLIGATIONS, ACCOUNTS PAYABLE AND INVOICES.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to properties within the Township and a small number of properties outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township previously determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to the Municipality Authorities Act and other applicable law, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, as part of the dissolution process, desires that the Board of Commissioners assume immediate responsibility for the approval of disbursements from the Authority water and sewer accounts for payment of accounts payable and proper invoices submitted to the Authority for work performed on the water and sanitary sewer systems and for other Authority obligations; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, as part of the dissolution process, desires that the Township Manager assume immediate responsibility for the approval of payroll disbursements from the Authority water and sewer accounts for deposit or transfer into the Township payroll fund to compensate Township employees performing work for the Authority.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

The Board of Commissions shall immediately have the authority, duties and responsibilities with regard to approval of disbursements from the Authority water and sewer accounts for payment of accounts payable and proper invoices submitted to the Authority for work performed on the water and sanitary sewer systems and for other Authority obligations.

**SECTION 2.**

The Township Manager shall immediately have the authority, duties and responsibilities with regard to approval of payroll disbursements from the Authority water and sewer accounts for deposit or transfer into the Township payroll fund to compensate Township employees performing work for the Authority.

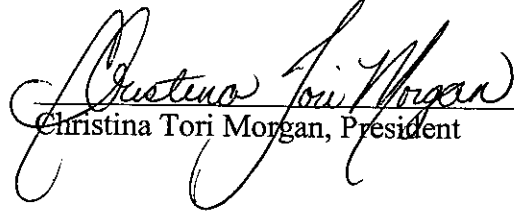
**SECTION 3.**

This Resolution shall become effective immediately.

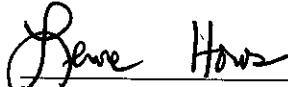
**DULY ADOPTED** this 20<sup>th</sup> day of September, 2017, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

**[SIGNATURE ON NEXT PAGE. THIS SPACE IS BLANK.]**

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

  
Christina Tori Morgan, President

**ATTEST:**

  
Lenore Horos, Secretary





**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-52  
(Duly adopted September 20, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA DIRECTING THE SOUTH WHITEHALL TOWNSHIP AUTHORITY, TO TRANSFER TO THE TOWNSHIP, AUTHORITY FUNDS PRESENTLY HELD IN BANKING INSTITUTIONS, TO IDENTIFY PERMISSIBLE USES OF THE OF THE TRANSFERRED FUNDS BY THE TOWNSHIP, AND TO DESIGNATE TOWNSHIP OFFICIALS AUTHORIZED TO SIGN CHECKS, DRAFTS, NOTES OR ORDERS DRAWN AGAINST TOWNSHIP ACCOUNTS HOLDING THE TRANSFERRED FUNDS.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to properties within the Township and a small number of properties outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township previously determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to the Municipality Authorities Act and applicable law, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, as part of the dissolution process, desires that the Authority transfer to the Township all of the funds in the Authority's Water Operating Account, Sewer Operating Account, and Accounts Payable Account, all of which are presently deposited with BB&T Bank (these funds are collectively referred to as the "**Authority Accounts**"); and

**WHEREAS**, the Board of Commissioners of South Whitehall Township desires to designate Township officials authorized to sign checks, drafts, notes or orders drawn against the Authority Accounts, once they are transferred from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township is legally authorized under the Municipal Authorities Act to take the aforementioned actions as part of the dissolution process. See *Township of Forks v. Forks Township Municipal Sewer Authority*, 759 A.2d 47 (Pa.Cmwlth. 2000).

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

#### **SECTION 1.**

The Authority shall take all steps necessary to immediately transfer the Authority Accounts from the Authority to the Township. The Authority shall transfer the Authority Accounts to banking institutions and Township accounts designated by the Township Manager.

#### **SECTION 2.**

Upon the successful transfer of the Authority Accounts from the Authority to the Township, all portions of the Authority Accounts presently utilized by the Authority for the operation, maintenance, improvement and future expansion of the water system shall be held and utilized by the Township for only those same purposes. Until completion of the Authority dissolution process, under no circumstances will those portions of the Authority Accounts be used by the Township for purposes unrelated to the water system.

#### **SECTION 3.**

Upon the successful transfer of the Authority Accounts from the Authority to the Township, all portions of the Authority Accounts presently utilized by the Authority for the operation, maintenance, improvement and future expansion of the sanitary sewer system shall be held and utilized by the Township for only those same purposes. Until completion of the Authority dissolution process, under no circumstances will those portions of the Authority Accounts be used by the Township for purposes unrelated to the sanitary sewer system.

**SECTION 4.**

Upon the successful transfer of the Authority Accounts from the Authority to the Township, all checks, drafts, notes, or orders drawn against Township accounts in banking institutions holding the transferred Authority Accounts shall be signed by Alvin C. Thompson, Township Treasurer, Tax Collector, and one (1) of the following three Township officials:

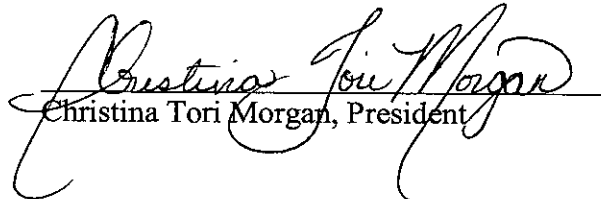
1. Christina Tori Morgan, President, Board of Commissioners
2. Renee C. Bickel, Township Manager
3. Randel T. Cope, Director of Township Operations

**SECTION 5.**


This Resolution shall become effective immediately.

**DULY ADOPTED** this 20<sup>th</sup> day of September, 2017, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

  
 Christina Tori Morgan, President

**ATTEST:**

  
 Lenore Horos, Secretary



**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-55  
(Duly Adopted October 18, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA, TO ESTABLISH RATES, RENTS, CHARGES AND DELINQUENT CHARGES FOR FURNISHING WATER SERVICE TO CONSUMERS, AND ESTABLISHING THE CIRCUMSTANCES UNDER WHICH WATER SERVICE IS DISCONTINUED AND MUNICIPAL LIENS FILED AND TO PROVIDE FOR A GENERAL REPEALER, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to properties within the Township and a small number of properties outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township previously determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to the Municipality Authorities Act and applicable law, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the Authority, through the adoption of Authority Resolution No. 2013-08-BOA on July 15, 2013, Authority Resolution No. 2015-09-BOA on July 20, 2015, and Authority Resolution No. 2015-13-BOA on December 21, 2015, established rates, rents, charges, and delinquent charges for furnishing water service to customers and established the circumstances under which water service is discontinued and municipal liens filed; and

**WHEREAS**, as part of the dissolution process, the Township has assumed responsibility for the administration of the water system; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township desires that the Authority's water system rates and policies established by Authority Resolutions No. 2013-08-BOA, No. 2015-09-BOA and No. 2015-13-BOA be adopted by the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township is authorized to establish said water system rates and policies pursuant to Section 57701 of the First Class Township Code, 53 P.S. § 57701.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

Authority Resolutions No. 2013-08-BOA, No. 2015-09-BOA and No. 2015-13-BOA, establishing rates, rents, charges, and delinquent charges for furnishing water service to customers and establishing the circumstances under which water service is discontinued and municipal liens filed, are hereby adopted in their entirety as a Resolution of the Township. A copy of Authority Resolution No. 2013-08-BOA is attached hereto as Exhibit "A" and is incorporated herein. A copy of Authority Resolution No. 2015-09-BOA is attached hereto as Exhibit "B" and is incorporated herein. A copy of Authority Resolution No. 2015-13-BOA is attached hereto as Exhibit "C" and is incorporated herein. The Township is immediately responsible for administering the provisions of Authority Resolutions No. 2013-08-BOA, No. 2015-09-BOA and No. 2015-13-BOA.

**SECTION 2.**

In interpreting the adopted Authority Resolutions No. 2013-08-BOA, No. 2015-09-BOA and No. 2015-13-BOA: (1) all references to the "Authority" shall be read to mean the "Township"; (2) all references to the "Board of Authority" shall be read to mean the "Board of Commissioners"; and (3) all references to the "Authority Manager" shall be read to mean the "Township Manager."

**SECTION 3.**

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed.

**SECTION 4.**

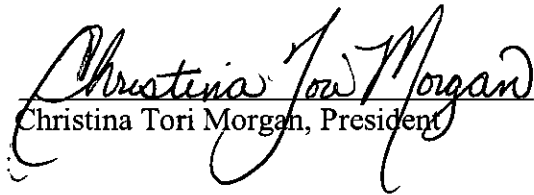
If any section of this Resolution is found to be unconstitutional, illegal or invalid, for any reason, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Resolution. It is hereby declared to be the legislative intent of the South Whitehall Township Board of Commissioners that this Resolution would have been adopted had such provisions not been included herein.

**SECTION 5.**

This Resolution shall become effective immediately.

**DULY ADOPTED** this 18th day of October, 2017, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS

  
Christina Tori Morgan, President

ATTEST:

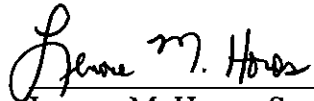
  
\_\_\_\_\_  
Lenore M. Horos, Secretary



Exhibit "A"

(Authority Resolution No. 2013-08-BOA)

**SOUTH WHITEHALL TOWNSHIP AUTHORITY  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2013-08-BOA  
(DULY ADOPTED July 15, 2013)**

**A RESOLUTION ESTABLISHING RATES, RENTS, CHARGES, AND  
DELINQUENT CHARGES FOR FURNISHING WATER SERVICES TO  
CONSUMERS, AND ESTABLISHING THE CIRCUMSTANCES UNDER  
WHICH WATER SERVICE IS DISCONTINUED AND MUNICIPAL  
LIENS FILED**

**WHEREAS**, South Whitehall Township Authority (the "Authority") operates a water supply and distribution system serving Consumers located in and about South Whitehall Township; and

**WHEREAS**, it is the responsibility of the Authority to insure that revenues collected for the supply and distribution of water are sufficient to meet lending requirements and obligations to bondholders, as well as administrative and operating expenses.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Authority, as follows:

1. Definitions. Unless the context specifically and clearly indicates otherwise, the meaning of terms used in this Ordinance shall be those set forth in Resolution 2008-5-BOA, duly adopted December 5, 2008.

(a) "Authority" means South Whitehall Township Authority, a municipality authority organized and existing under provisions of the Pennsylvania Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended and supplemented.

(b) "Consumer" means a Person (hereafter defined) who, prior to, upon or after the effective date hereof, has contracted or contracts for and/or is receiving or shall receive water service for each Consumer Unit; or who has been notified of a required connection to the Water System, but has failed or refused to so connect.

(c) "Consumer Unit" means:

- (i) A building under one roof and occupied by one family or business; or
- (ii) A combination of buildings in one enclosure or group and occupied by one family or business; or
- (iii) One side of a double building or house having a solid vertical partition wall; or
- (iv) A building, house or other structure, or any room, group of rooms or parts thereof, occupied by more than one family or business, the water fixtures of which are used in common; or
- (v) Each room or group of rooms in a building occupied or intended for occupancy as a separate business or as separate living quarters by a family or other group of Persons living together or by a Person living alone, the water fixtures of which are not used in common; or
- (vi) Each apartment, office or suite of offices in a building or house having several such apartments, offices or suites of offices and using in common one or more hallways and one or more means of entrance.
- (vii) Any trailer, mobile or modular home occupied by one family or business; or
- (viii) Any other unit or category listed in the schedule of rates set forth elsewhere in this Resolution.

(d) "Owner" means any Person having an interest, whether legal or equitable, sole or partial, in any Property.

(e) "Person" means any individual, firm, partnership, company, association, society, corporation, trust, governmental body or an agency, department or political subdivision thereof or any other group or entity.

(f) "Property" means any building, group of buildings or land upon which buildings are to be constructed which is or may be served by the Authority.

(g) "Township" means the Township of South Whitehall, Lehigh County, Pennsylvania, a municipal corporation and Township of the first class.

(h) "Water System" means the water production, treatment, storage and distribution facilities, including all related facilities to be constructed, installed or acquired by or for the Authority, including all property, real, personal and mixed, rights, powers, licenses, easements, rights of way, privileges, franchises and other property or interest in property of whatsoever nature used or useful in connection with such facilities, and together with all additions, extension, alterations, improvements and betterments thereof or thereto which may be made, installed or acquired, from time to time, by or for the Authority.

## 2. WATER RATES, RENTS AND CHARGES

(a) Schedule of Distribution and Consumption Fees. Each Consumer served or to be served by the Water System of the Authority shall be charged a water distribution and consumption fee in accordance with the following schedule:

For Water Used During <u>Any Period</u>	Water Distribution and Consumption Fee
January 1, 2009, and thereafter	\$5.00/1,000 gallons
Beginning in the first quarter of 2013, the quarterly Distribution and Consumption Fee shall be the greater of \$12.00 per quarter, or the fee based upon the actual amount of water used.	
Consumers who have not connected to the Water System shall be billed a minimum of \$110.00 per quarter	

(b) Water Cut Off and Turn On Changes, and Fire Hydrant Fees: Water cut off and turn on charges, and fire hydrant related fees, shall be established, from time to time, by Resolution of the Board of Authority.

### 3. PREVIOUS PROVISIONS

All previous water consumption rates, rents, and charges are hereby superseded, except as to those periods which precede the adoption of the Resolution for which rates, rents or charges remain unpaid.

### 4. BILLINGS AND PAYMENT

(a) All bills for water service, furnished to Consumers shall be rendered quarterly, and shall represent the amount due for water service rendered during the preceding three months.

(b) Whenever water service to any Consumer Unit begins after the first day or shall terminate before the last day of any billing period, the water rates, rents and charges for such period shall be prorated equitably for that portion of the billing period during which service was provided by the Authority.

(c) No allowance or rebate will be made for unoccupied Property.

(d) Each bill for water service shall be made out in the name of the Consumer. From and after the date of this Resolution, all new billing shall be in the name of an Owner of the Property served. Each Consumer initially shall provide Authority with, and thereafter shall keep Authority advised of, his correct address. Failure to receive a bill for water service shall not be considered an excuse for nonpayment, nor shall such failure result in an extension of the period of time during which such bill shall be payable without penalty. From and after the date of this Resolution, a rebuttable presumption is established that the Owner of each served Property is responsible for payment of all fees and charges which are incurred by the occupants of such Property.

(e) All bills for water service furnished to Consumers shall be due and payable as of the date thereof. If bills for such water service shall not be paid within thirty (30) days after such shall become due and payable, such bills shall be deemed delinquent and delinquency charges shall become due and payable at such rates as are established by Resolution of the Board of Authority. When bills are paid by mail, the date of the post-mark will be considered the date of payment.

(f) The Township Director of Administration, or his designee, is hereby authorized to commence the billing of water distribution and consumption fees to any prospective Consumer who has received notice from the Township or Authority that a water connection is required commencing thirty (30) days following the receipt of such connection notice.

(g) The Township Director of Administration, or his designee, is authorized to establish reasonable estimates of a Consumer's water consumption in establishing the amount to be charged as a distribution and consumption fee, and to add an administrative charge of ten (10%) percent to address the cost of separately administering estimated charges, for those who fail or refuse to connect.

(h) The Township Director of Administration, or his designee, is also authorized to establish reasonable estimates of a Consumer's water consumption in establishing the amount to be charged as a distribution and consumption fee for those Consumer's whose meters fail to properly monitor consumption and usage.

#### 5. DELINQUENT CHARGES, RATES, AND PROCESSES INVOLVING DELINQUENCIES

(a) The Board of Authority hereby establishes delinquency charges to be assessed against delinquent water customers as follows:

(i) For each invoice not paid by the due date set forth on the invoice, a delinquency charge of two percent (2%) of the billed amount shall be levied each and every month or part thereof, that the invoice remains unpaid, and shall be added to the balance due.

(ii) For each invoice not paid within 90 days from the billing date, a past due notice shall be mailed to the Consumer at his latest recorded address on the books of Authority by first class mail (the "First Notice") requiring payment within 15 days of date of the First Notice. In addition, a single fixed administrative fee of thirty-five (\$35) dollars shall be levied against a Consumer for each invoice not paid within ninety (90) days of the invoice date. The administrative fee and delinquency charges established hereby shall be uniformly assessed against all water customers who become delinquent, and shall be in addition to any and all collection and other charges which are assessable in accordance with law.

(iii) For each invoice not paid within fifteen (15) days after issuance of the First Notice, a second past due notice (the "Second Notice") will be mailed to the Consumer at his latest recorded address on the books of Authority by first class mail and certified mail requiring payment within fifteen (15) days of the date of the Second Notice.

(b) Water Service Discontinuance

(i) If payment of water distribution and consumption fees, or fire hydrant charges, is not received within fifteen (15) days of issuance of the Second Notice, a door hanger will be placed on the entrance to the served Property with notification that water service will be discontinued not fewer than ten (10) days from the date on the hanger. If discontinued, water service will not be restored until the water bill, including delinquency charges, and administrative fees, all turn off and turn on charges in effect at the time, and all sewer bills, if any, which may have accrued, shall have been paid.

(ii) The Township Director of Administration, or his designee, is hereby also authorized to order the cut-off of water supply to any sewer customer of the Authority who has failed or refused to pay sewer rentals or other sewer related charges, in such time frames and pursuant to such notice as is required by statute, and if not so prescribed, in not fewer than ten (10) days after written notice sent by both first class and certified mail (whether or not the receipt therefore is returned) to the customer, and written notice is posted at the entrance to the Property (but not fewer than thirty (30) days after the due date of such rentals or charges). At the time of cut-off, a door hanger shall be placed on the Property where the water cut-off has occurred by the Township employee or official responsible for the cut-off.

(iii) An appointment with a designee of the Authority shall be required to have water service re-established.

(iv) In addition to, and not in lieu of any other relief available to Authority under this Resolution, or otherwise by law, if payment is not received within thirty (30) days of the date of the Second Notice, a water rental lien may be filed with the clerk of judicial records of Lehigh County, or such other appropriate county office, asserting a claim for all fees and charges due as of the filing date.



#### 6. RIGHTS RESERVED BY AUTHORITY

Authority reserves the right to repeal, amend, supplement or modify this Resolution or any part thereof, or to change the water rates, rents and charges established and imposed by this Resolution in such manner and at such times as, in the opinion of the Board of Authority, shall be necessary or desirable, all after due legal procedure.

#### 7. GENDER

All references to he, him, his and himself shall be considered gender neutral, and shall be deemed to represent masculine, feminine and neuter subjects and objects.

#### 8. CONSTRUCTION AND SEVERABILITY

In the event any provision, section, sentence, clause or part hereof, or the application of any provision, section, sentence, clause or part hereof, shall be held to be invalid; such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part hereof, it being the intent of Authority that such remainder shall be and shall remain in full force and effect.

#### 9. REPEALER

All resolutions of and parts of resolutions inconsistent herewith expressly are repealed. Specifically, but not limited to, this resolution shall be deemed to supersede and replace Resolutions 2008-4-BOA (only as to water customers), 2008-5-BOA, 2008-8-BOA, and 2012-10-BOA.

**DULY RESOLVED AND ENACTED** this 15th day of July, 2013 by the Board of Authority of South Whitehall Township Authority, Lehigh County, Pennsylvania, in lawful session duly assembled.

**SOUTH WHITEHALL TOWNSHIP BOARD OF  
AUTHORITY**

*Daniel G. D'Imperio*  
Daniel G. D'Imperio, Chairman

**ATTEST:**

*Julie A. Salinas*  
Julie A. Salinas, Secretary

Exhibit "B"

(Authority Resolution No. 2015-09-BOA)

**SOUTH WHITEHALL TOWNSHIP AUTHORITY  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2015-09-BOA  
(Duly Adopted July 20, 2015)**

**A RESOLUTION AMENDING RESOLUTION 2013-08-BOA, WHICH ESTABLISHED RATES, RENTS, CHARGES, AND DELINQUENT CHARGES FOR FURNISHING WATER SERVICES TO CONSUMERS, AND ESTABLISHED THE CIRCUMSTANCES UNDER WHICH WATER SERVICE IS DISCONTINUED AND MUNICIPAL LIENS FILED, SOLELY FOR THE PURPOSE OF DESIGNATING THE AUTHORITY MANAGER AS THE INDIVIDUAL AUTHORIZED TO ACT ON BEHALF OF THE AUTHORITY REGARDING THE MATTERS REFERENCED IN SECTION 4 (f-h) THEREIN**

**WHEREAS**, South Whitehall Township Authority (the "Authority") operates a water supply and distribution system serving Consumers located in and about South Whitehall Township; and

**WHEREAS**, the Board of Authority established its most current billing and payment mechanism pursuant to Section 4 of Resolution 2013-08-BOA, in which the Board authorized certain actions to be taken by the Township Director of Administration, as there was then no Authority Manager; and

**WHEREAS**, the Board of Authority now wishes to make the Authority Manager its designee for those purposes.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Authority, as follows:

All references to Township Director of Administration in sections 4 (f-h) of Resolution 2013-08-BOA are hereby changed to read Authority Manager, to re-delegate responsibility for the matters set forth in those sections to the Authority Manager.

**DULY RESOLVED AND ENACTED** this 20<sup>th</sup> day of **July 2015** by the Board of Authority of South Whitehall Township Authority, Lehigh County, Pennsylvania, in lawful session duly assembled.

**SOUTH WHITEHALL TOWNSHIP BOARD OF AUTHORITY**

By: *Daniel G. D'Imperio*  
Daniel G. D'Imperio, Chairman

Attest: *Chris Peischl*  
Chris Peischl, Secretary

Exhibit "C"

(Authority Resolution No. 2015-13-BOA)

**SOUTH WHITEHALL TOWNSHIP AUTHORITY  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2015-13-BOA  
(DULY ADOPTED DECEMBER 21, 2015)**

**A RESOLUTION AMENDING SECTION 2(a) OF  
RESOLUTION 2013-08-BOA ESTABLISHING RATES,  
RENTS, AND CHARGES, FOR FURNISHING WATER  
SERVICES TO CONSUMERS**

**WHEREAS**, South Whitehall Township Authority (the "Authority") operates a water supply and distribution system serving Consumers located in and about South Whitehall Township; and

**WHEREAS**, it is the responsibility of the Authority to insure that revenues collected for the supply and distribution of water are sufficient to meet lending requirements and obligations to bondholders, as well as administrative and operating expenses.

**WHEREAS**, rates, rents and charges were last established in 2013 pursuant to the provisions of Resolution 2013-08-BOA; and

**WHEREAS**, the Board of Authority desires to again amend rates in the manner set forth below.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Authority, as follows:

Section 2(a) of Resolution 2013-08-BOA is hereby amended as follows:

**2. WATER RATES, RENTS AND CHARGES**

(a) Schedule of Distribution and Consumption Fees. Each Consumer served or to be served by the Water System of the Authority shall be charged a water distribution and consumption fee in accordance with the following schedule:

For water used during  
any period  
January 1, 2009, and thereafter

Water Distribution and  
Consumption Fee for each  
1000 gallons used  
\$5.00

Beginning in the 2<sup>nd</sup> quarter of  
2016, there shall be a base  
charge of \$25.00 per quarter for  
each water connection (with the  
exception of connections solely  
used for fire protection),  
without regard to water usage.

Consumers who were notified  
of required connection to Water  
System but have failed or  
refused to connect to Water  
System shall be billed a  
minimum of \$110.00 per  
quarter

All other terms and conditions of Resolution 2013-08-BOA shall remain unchanged and  
in full force and effect.

**DULY RESOLVED AND ENACTED** this 21<sup>st</sup> day of December, 2015, by the Board of  
Authority of South Whitehall Township Authority, Lehigh County, Pennsylvania, in lawful  
session duly assembled.

**SOUTH WHITEHALL TOWNSHIP BOARD  
OF AUTHORITY**

By: *Daniel G. D'Imperio*  
Daniel G. D'Imperio, Chairman

Attest:

*Chris Peischl*  
Chris Peischl, Secretary





**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-56  
(Duly adopted October 18, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA, TO ESTABLISH RATES, RENTS, CHARGES AND DELINQUENT CHARGES FOR FURNISHING SANITARY SEWER SERVICE TO CONSUMERS, AND ESTABLISHING THE CIRCUMSTANCES UNDER WHICH SANITARY SEWERAGE SERVICE IS DISCONTINUED AND MUNICIPAL LIENS FILED AND TO PROVIDE FOR A GENERAL REPEALER, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to properties within the Township and a small number of properties outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township previously determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to the Municipality Authorities Act and applicable law, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the Authority, through the adoption of Authority Resolution No. 2013-12-BOA on September 16, 2013, and Authority Resolution No. 2014-07-BOA on September 15, 2014, established rates, rents, charges and delinquent charges for furnishing sanitary sewer service to customers and established the circumstances under which sanitary sewer service is discontinued and municipal liens filed; and

**WHEREAS**, as part of the dissolution process, the Township has assumed responsibility for the administration of the sanitary sewer system; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township desires that the Authority's sanitary sewer system rates and policies established by Authority Resolutions No. 2013-12-BOA and No. 2014-07-BOA be adopted by the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township is authorized to establish said sanitary sewer system rates and policies pursuant to Section 57401 of the First Class Township Code, 53 P.S. § 57401.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

Authority Resolutions No. 2013-12-BOA and No. 2014-07-BOA, establishing rates, rents, charges, and delinquent charges for furnishing sanitary sewer service to customers and establishing the circumstances under which sanitary sewer service is discontinued and municipal liens filed, are hereby adopted in their entirety as a Resolution of the Township. A copy of Authority Resolution No. 2013-12-BOA is attached hereto as Exhibit "A" and is incorporated herein. A copy of Authority Resolution No. 2014-07-BOA is attached hereto as Exhibit "B" and is incorporated herein. The Township is immediately responsible for administering the provisions of Authority Resolutions No. 2013-12-BOA and No. 2014-07-BOA.

**SECTION 2.**

In interpreting the adopted Authority Resolutions No. 2013-12-BOA and No. 2014-07-BOA: (1) all references to the "Authority" shall be read to mean the "Township"; (2) all references to the "Board of Authority" shall be read to mean the "Board of Commissioners"; and (3) all references to the "Authority Manager" shall be read to mean the "Township Manager."

**SECTION 3.**

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed.

**SECTION 4.**

If any section of this Resolution is found to be unconstitutional, illegal or invalid, for any reason, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining

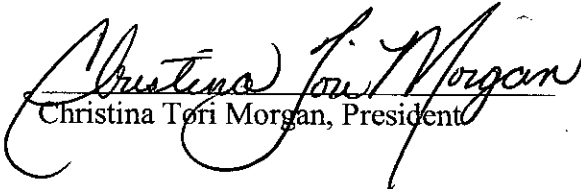
provisions, sentences, clauses, sections or parts of this Resolution. It is hereby declared to be the legislative intent of the South Whitehall Township Board of Commissioners that this Resolution would have been adopted had such provisions not been included herein.

**SECTION 5.**

This Resolution shall become effective immediately.

**DULY ADOPTED** this 18th day of October, 2017, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS

  
Christina Tori Morgan, President

ATTEST:

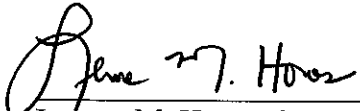
  
\_\_\_\_\_  
Lenore M. Horos, Secretary

Exhibit "A"

(Authority Resolution No. 2013-12-BOA)

**SOUTH WHITEHALL TOWNSHIP AUTHORITY  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. #2013-12-BOA  
(Duly Adopted September 16, 2013)**

**A RESOLUTION ESTABLISHING RATES, RENTS,  
CHARGES, AND DELINQUENT CHARGES FOR  
FURNISHING SANITARY SEWERAGE SERVICES TO  
CONSUMERS, AND ESTABLISHING THE  
CIRCUMSTANCES UNDER WHICH WATER SERVICE IS  
DISCONTINUED AND MUNICIPAL LIENS FILED**

**WHEREAS**, South Whitehall Township Authority (the "Authority") operates a sanitary sewerage collection system serving Consumers located in and about South Whitehall Township, which transports effluent collected to the City of Allentown Treatment Plant for treatment ; and

**WHEREAS**, it is the responsibility of the Authority to insure that revenues collected for the collection, transportation and treatment of sanitary sewerage are sufficient to meet lending requirements and obligations to bondholders, as well as to pay Authority's administrative and operating expenses of the Authority.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Authority, as follows:

I. **DEFINITIONS:** Unless otherwise specified herein, or unless the context specifically and clearly indicates otherwise, the meaning of terms used in this Ordinance shall be those set forth in Resolution 2008-5-BOA, duly adopted December 5, 2008.

(a) "Authority" means South Whitehall Township Authority, a municipality authority organized and existing under provisions of the Pennsylvania Municipality Authorities Act of 1945, approved May 2, 1945, P.L. 382, as amended and supplemented.

(b) "Consumer" means a Person (hereafter defined) who, prior to, upon or after the effective date hereof, has contracted or contracts for and/or is receiving or shall receive sanitary sewerage collection, transportation and/or treatment service for each Consumer Unit; or who has been notified of a required connection to the Sewer System, but has failed or refused to so connect.

(c) "Consumer Unit" means:

- (i) A building under one roof and occupied by one family or business; or
  - (ii) A combination of buildings in one enclosure or group and occupied by one family or business; or
  - (iii) One side of a double building or house having a solid vertical partition wall; or
  - (iv) A building, house or other structure, or any room, group of rooms or parts thereof, occupied by more than one family, the water fixtures of which are used in common; or
  - (v) Each room or group of rooms in a building occupied or intended for occupancy as a separate business or as separate living quarters by a family or other group of Persons living together or by a Person living alone, the water fixtures of which are not used in common; or
  - (vi) Each apartment, office or suite of offices in a building or house having several such apartments, offices or suites of offices and using in common one or more hallways and one or more means of entrance.
  - (vii) Any trailer, mobile or modular home occupied by one family or business; or
  - (viii) Any other unit or category listed in the schedule of rates set forth elsewhere in this Resolution.
- (d) "Owner" means any Person having an interest, whether legal or equitable, sole or partial, in any Property.
- (e) "Person" means any individual, firm, partnership, company, association, society, corporation, trust, governmental body or an agency, department or political subdivision thereof or any other group or entity.

(f) "Property" means any building, group of buildings or land upon which buildings are to be constructed which is or may be served by the Authority.

(g) "Township" means the Township of South Whitehall, Lehigh County, Pennsylvania, a municipal corporation and Township of the first class.

(h) "Sewer System" means all sanitary sewerage collection and transportation facilities of the Authority, including all related facilities to be constructed, installed or acquired by or for the Authority, including all property, real, personal and mixed, rights, powers, licenses, easements, rights of way, privileges, franchises and other property or interest in property of whatsoever nature used or useful in connection with such facilities, and together with all additions, extension, alterations, improvements and betterments thereof or thereto which may be made, installed or acquired, from time to time, by or for the Authority.

## 2. SEWER RENTALS AND CHARGES

(a) Sewer rentals and charges are imposed upon and shall be collected from the owner of each improved property which is connected or which was required to be connected to the Authority sewer system, for use of the sewer system, whether such use shall be direct or indirect, which sewer rentals and charges shall commence and shall be effective as of the earlier of the date of connection, or the date when connection was required by the Authority, and shall be payable as provided herein, in accordance with the following schedule of rates and classifications. For purposes of this Resolution, a dwelling unit or equivalent dwelling unit is a building or use which shall be presumed to have an average daily consumption of 172 gallons of water per day (one EDU) and an equivalent amount of sewage flow into the Sewer System.

## 3. RATE SCHEDULE

(a) All owners of residential and nonresidential improved properties connected to the sewer system who are not billed based upon metered water consumption or sewage flow shall pay sewer rentals or charges, except as hereinafter noted, at the rate of \$62.50 per quarter per consumer unit as set forth in the following schedule:



<u>Category</u>	<u>Equivalent Dwelling Units</u>
<u>Residential (a Consumer Unit)</u>	<u>1 unit</u>
Each retail store, business or professional office, or beauty shop attached to or part of a home and operated by the homeowner, the rate includes the residence.	1-1/2 units
Each retail store, business or professional office, or beauty shop not operated in a home by the homeowner.	1-1/2 unit
Each service station.	2 units
Each fire station	1/2 unit
Each social hall	1 unit
Each church	1 unit
Barbershops (non-home operated)	1 unit

(b) All owners of residential and nonresidential properties, who are billed based on metered water consumption or sewage flow, shall pay sewer rentals at the rate of \$3.99/1000-gallons of water consumption.

(c) The Authority, at its sole discretion, shall determine when an owner shall be billed on the basis of metered water consumption, sewage flow, or on a flat rate basis. This judgment shall be made on the basis of water consumption, or where applicable, sewage flow reports. All owners of consumer units whose water consumption for the prior twelve month period exceeds 69,000 gallons per year/per consumer unit was changed from a flat rate to

metered rate effective January 1, 2013, and is billed the higher of the \$3.99/1000 gallons of water consumption or \$62.50 per quarter per EDU.

(d) The volume of water to be used for billing sewer rentals or charges as set forth in subparagraphs (b) and (c) above shall include any and all water purchased from private or public water companies and all water obtained from any other sources (wells, springs, streams, etc.) as determined: (a) by meters installed and maintained by any private or public water company, if any; (b) by meters installed and maintained by this Authority; (c) by meters installed and maintained by the property owner as may be approved by this Authority; or (d) from estimates or measurements made by this Authority where this Authority considers metering impractical.

(i) For service periods of less or more than one quarter per annum, the sewer rentals or charges and the computation of the volume of water consumed, shall be proportionally adjusted.

(ii) If the owner of any improved property shall fail to provide the Authority with all information required to compute the sewer rentals or charges to such improved property, Authority may estimate a reasonable applicable sewer rental or charge for such improved property and such estimated sewer rental or charge shall be the actual sewer rental or charge payable until the required information is filed; provided, however, that no rebates will be paid by the Authority if the information filed reveals a lower indicated sewer rental or charge than that estimated by the Township.

(iii) Additional classifications and sewer rentals or charges or modifications of the above schedule for sewer rentals or charges may be established by the Authority from time to time as deemed necessary.

(iv) Nothing herein contained shall be deemed to prohibit the Authority from entering into separate agreements with owners with respect to sewer rentals and charges to be imposed in those cases where, due to seasonal fluctuations or other unusual circumstances, the sewer rentals or charges set forth herein shall be deemed by the Authority to be unfair or inequitable.

#### 4. PREVIOUS PROVISIONS

All previous sanitary sewerage collection, transportation or treatment rates, rents, and charges are hereby superseded, except as to those periods which precede the adoption of the Resolution for which rates, rents or charges remain unpaid.

#### 5. TIME AND METHOD OF PAYMENT

(a) All bills for sewer rentals or charges, except those based on metered water consumption, shall be rendered annually on the first day of January in each year, or on such other dates as this Authority, by resolution, shall specify and shall permit owners to pay sewer rentals or charges in advance or on an annual or quarterly basis.

Unmetered owners shall receive a sewer rentals and charges invoice in or about January of each year. This bill shall provide for quarterly payments to be made in advance in the amount of \$62.50 without discount, which payments shall be due and payable on or before January 31 for the first quarter, April 30 for the second quarter, July 31 for the third quarter, and October 31 for the fourth quarter.

All bills for sewer rentals or charges based on metered water consumption or estimates by this Authority shall be rendered for each calendar quarter promptly after the meters are read or estimates made.

Owners of improved properties connected to the sewer system during any calendar quarter shall pay a pro rata sewer rental or charge for service for the balance of the calendar quarter.

(b) If the payment for quarterly sewer rentals or charges is not received by the Authority on the due dates set forth above, such bills shall be deemed delinquent and a delinquency charge shall be added to such delinquent bills and collected as a part thereof at rates to be established from time to time by Resolution of the Board of Authority. When bills are paid by mail, the date of the postmark will be considered the date of payment. Administrative charges may also be established to allow the Authority to recover the cost of notices given to delinquent customers, at rates to be established from time to time by Resolution of the Board of Authority.

(c) No allowance or rebate will be made for unoccupied Property.

(d) Each bill for sanitary sewerage service shall be made out in the name of the Consumer. From and after the date of this Resolution, all new billings shall be in the name of an Owner of the Property served. Each Consumer initially shall provide Authority with, and thereafter shall keep Authority advised of, such Consumer's correct billing address. Failure to receive a bill for sanitary sewerage service shall not be considered an excuse for nonpayment, nor shall such failure result in an extension of the period of time during which such bill shall be payable without penalty. From and after the date of this Resolution, a rebuttable presumption is established that the Owner of each served Property is responsible for payment of all fees and charges which are incurred by the occupants of such Property.

(e) The Township Director of Administration, or his designee, is hereby authorized to commence the billing of sanitary sewerage rentals and charges to any prospective Consumer who has received notice from the Township or Authority that a connection to the sewer system is required commencing thirty (30) days following the receipt of such connection notice.

(f) The Township Director of Administration, or his designee, is authorized to establish reasonable estimates of a non-residential Consumer's water consumption in establishing the amount to be charged for sanitary sewerage rentals and charges, and to add an administrative charge of ten (10%) percent to address the cost of separately administering estimated charges, for those who fail or refuse to connect.

(i) For properties whose sanitary sewerage discharges are metered, the Township Director of Administration, or his designee, is also authorized to establish reasonable estimates of a Consumer's water consumption in establishing the amount of sanitary sewerage rentals and charges to be charged for those Consumer's whose sewer meters fail to properly monitor effluent flows.

6. DELINQUENT CHARGES, RATES AND PROCESSES INVOLVING  
DELINQUENCIES

(a) The Board of Authority hereby establishes delinquency charges to be assessed against delinquent sanitary sewer customers as follows:

(i) For each invoice not paid by the due date set forth on the invoice, a delinquency charge of two percent (2%) of the billed amount shall be levied each and every month or part thereof, that the invoice remains unpaid (but not to exceed ten percent (10%) in the aggregate), and shall be added to the balance due.

(ii) For each invoice not paid within 90 days from the billing date, a past due notice shall be mailed to the Consumer at his latest recorded address on the books of Authority by first class mail (the "First Notice") requiring payment within 15 days of date of the First Notice. In addition, a single fixed administrative fee of thirty-five (\$35) dollars shall be levied against a Consumer for each invoice not paid within ninety (90) days of the invoice date. The administrative fee and delinquency charges established hereby shall be uniformly assessed against all sewer customers who become delinquent, and shall be in addition to any and all collection and other charges which are assessable in accordance with law.

(iii) For each invoice not paid within fifteen (15) days after issuance of the First Notice, a second past due notice (the "Second Notice") will be mailed to the Consumer at his latest recorded address on the books of Authority by first class mail and certified mail requiring payment within fifteen (15) days of the date of the Second Notice.

(b) Water Service Discontinuance

(i) If payment of sanitary sewerage rates and charges is not received within fifteen (15) days of issuance of the Second Notice, a door hanger will be place on the entrance to the served Property with notification that water service will be discontinued not fewer than ten (10) days from the date on the hanger. If discontinued, water service will not be restored until the sanitary sewer bill, including delinquency charges, and administrative fees, all turn off and turn on charges in effect at the time, and all water bills, if any, which may have accrued, shall

have been paid. At the time of cut-off, a door hanger shall be placed on the Property where the water cut-off has occurred by the Township employee or official responsible for the cut-off.

(ii) An appointment with a designee of the Authority shall be required to have water service re-established. An additional administrative service charge may be levied at the discretion of the Township Director of Administration, in an amount not to exceed the actual administrative cost and cost of service

(iii) In addition to, and not in lieu of any other relief available to Authority under this Resolution, or otherwise by law, if payment is not received within thirty (30) days of the date of the Second Notice, a sewer rental lien may be filed with the clerk of judicial records of Lehigh County, or such other appropriate county office, asserting a claim for all fees and charges due as of the filing date.

#### 7. RIGHTS RESERVED BY AUTHORITY

Authority reserves the right to repeal, amend, supplement or modify this Resolution or any part thereof, or to change the water rates, rents and charges established and imposed by this Resolution in such manner and at such times as, in the opinion of the Board of Authority, shall be necessary or desirable, all after due legal procedure.

#### 8. GENDER

All references to he, him, his and himself shall be considered gender neutral, and shall be deemed to represent masculine, feminine and neuter subjects and objects.

#### 9. CONSTRUCTION AND SEVERABILITY

In the event any provision, section, sentence, clause or part hereof, or the application of any provision, section, sentence, clause or part hereof, shall be held to be invalid; such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part hereof, it being the intent of Authority that such remainder shall be and shall remain in full force and effect.

10. REPEALER

All resolutions of and parts of resolutions inconsistent herewith expressly are repealed. Specifically, but not limited to, this resolution shall be deemed to supersede and replace Resolutions 2008-08-BOA, 2012-07-BOA and 2012-11-BOA.

**DULY RESOLVED AND ENACTED** this 16th day of September, 2013, by the Board of Authority of South Whitehall Township Authority, Lehigh County, Pennsylvania, in lawful session duly assembled.

**SOUTH WHITEHALL TOWNSHIP BOARD  
OF AUTHORITY**

By: *Daniel G. D'Imperio*  
Daniel G. D'Imperio, Chairman

Attest:

*Julie A. Salinas*  
Julie A. Salinas, Secretary

Exhibit "B"

(Authority Resolution No. 2014-07-BOA)

00674751



**SOUTH WHITEHALL TOWNSHIP AUTHORITY  
LEHIGH COUNTY, PENNSYLVANIA  
RESOLUTION NO. 2014- 07 -BOA  
(duly adopted September 15, 2014)**

**A RESOLUTION AMENDING THE AUTHORITY'S SCHEDULE OF  
RATES, RENTS AND CHARGES FOR FURNISHING SEWERAGE  
SERVICES TO CUSTOMERS**

**WHEREAS**, pursuant to Resolution #2013-12-BOA, the Board of Authority ("Board") established rates, rents, charges and delinquent charges for furnishing sanitary sewerage services to consumers and;

**WHEREAS**, as part of Resolution 2013-12-BOA, it was the intent of the Board to establish a minimum sewer rental of \$62.50 for all customers; and

**WHEREAS**, Section 3, Rate Schedule, subparagraphs (b) and (c), are inconsistent with that intent; and

**WHEREAS**, the Board desires to amend its Rate Schedule to reflect its original intent.

**NOW, THEREFORE**, be it and it is hereby **RESOLVED** as follows:

1. Section 3 (b) of Resolution 2013-12-BOA is hereby stricken and replaced as follows:

"All owners of residential and non-residential property billed on the basis of metered water consumption or sewage flow shall pay sewer rentals at the rate of \$3.99/1000 gallons of water consumption or sewage flow, or \$62.50 per quarter per EDU, whichever is greater."

2. Section 3 (c) of Resolution 2013-12-BOA is hereby stricken and replaced as follows:


"The Authority, at its sole discretion, shall determine when an owner shall be billed on the basis of metered water consumption, sewage flow, or on a flat rate basis. That determination shall be made on the basis of water consumption, or where applicable, sewage flow reports."

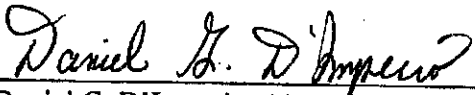
All other terms and provisions of Resolution 2013-12-BOA shall remain in full force and effect.

DULY RESOLVED, this 15th day of September, 2014 by the Board of Authority of South Whitehall Township Authority, in lawful session, duly assembled.

Attest

SOUTH WHITEHALL TOWNSHIP AUTHORITY

By   
Craig J. Walls  
Assistant Secretary/Treasurer

By   
Daniel G. D'Imperio, Chairman



**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-57  
(Duly adopted October 18, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY,  
PENNSYLVANIA, TO ESTABLISH A FEE SCHEDULE FOR  
ADMINISTRATIVE FEES AND PUBLIC WORKS FEES  
RELATED TO THE OPERATION OF THE WATER AND  
SANITARY SEWER SYSTEMS AND TO PROVIDE FOR A  
GENERAL REPEALER, SEVERABILITY CLAUSE AND AN  
EFFECTIVE DATE.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to properties within the Township and a small number of properties outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township previously determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to the Municipality Authorities Act and applicable law, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the Authority, through the adoption of Authority Resolution No. 2013-10-BOA on August 19, 2013, established a fee schedule for administrative fees and public works fees related to the operation of the water and sanitary sewer systems; and

**WHEREAS**, as part of the dissolution process, the Township has assumed responsibility for the administration of the water and sanitary sewer systems; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township desires that the Authority's fee schedule established by Authority Resolution No. 2013-10-BOA be adopted by the Township; and

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

Authority Resolution No. 2013-10-BOA, establishing a fee schedule for administrative fees and public works fees related to the operation of the water and sanitary sewer systems, is hereby adopted in its entirety as a Resolution of the Township. A copy of Authority Resolution No. 2013-10-BOA is attached hereto as Exhibit "A" and is incorporated herein. A copy of the Fee Schedule referenced in Authority Resolution No. 2013-10-BOA is attached hereto as Exhibit "B" and is incorporated herein. The Township is immediately responsible for administering the provisions of Authority Resolution No. 2013-10-BOA.

**SECTION 2.**

In interpreting the adopted Authority Resolution No. 2013-10-BOA: (1) all references to the "Authority" shall be read to mean the "Township"; (2) all references to the "Board of Authority" shall be read to mean the "Board of Commissioners"; and (3) all references to the "Authority Manager" shall be read to mean the "Township Manager."

**SECTION 3.**

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed.

**SECTION 4.**

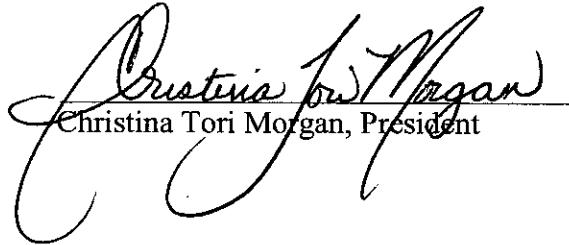
If any section of this Resolution is found to be unconstitutional, illegal or invalid, for any reason, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Resolution. It is hereby declared to be the legislative intent of the South Whitehall Township Board of Commissioners that this Resolution would have been adopted had such provisions not been included herein.

**SECTION 5.**

This Resolution shall become effective immediately.

**DULY ADOPTED** this 18th day of October, 2017, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS

  
Christina Tori Morgan, President

ATTEST:

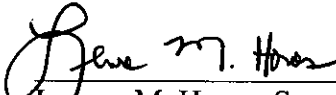
  
Lenore M. Horos, Secretary

Exhibit "A"

(Authority Resolution No. 2013-10-BOA)

**SOUTH WHITEHALL TOWNSHIP AUTHORITY  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2013-10-BOA  
(Duly Adopted August 19, 2013)**

**A RESOLUTION TO ESTABLISH THE FEE SCHEDULE FOR ADMINISTRATIVE FEES,  
PUBLIC WORKS FEES, AND TO PROVIDE FOR A GENERAL REPEALER,  
SEVERABILITY CLAUSE AND EFFECTIVE DATE**

**WHEREAS**, the South Whitehall Township Board of Authority has directed staff to evaluate fee schedules to adjust as needed to cover administrative costs, and

**WHEREAS**, the Board is persuaded that adjustments to the rate structure used to calculate in-house administrative fees is warranted to cover costs, and

**WHEREAS**, the Board wishes to comport with the Commonwealth's recommendations to be transparent in its published fee schedule by including explanations to clarify fee components, and

**WHEREAS**, the Board of Authority wishes to establish a Master Fee Schedule that can be efficiently modified from time to time.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED** by the Board of Authority of South Whitehall Township as follows:

**SECTION 1. The Master Fee Schedule.**

The current Fee Schedule is attached hereto.

**SECTION 2. General Repealer.**

Any resolution and/or other regulation of the Township Authority, or any parts of resolutions and/or other regulations of the Township Authority, in conflict herewith are hereby repealed. All other provisions of the resolutions and/or other regulations of the Township of South Whitehall, Lehigh County, Pennsylvania shall remain in full force and effect.

**SECTION 3. Severability.**

The provisions of this Resolution are declared to be severable. If any article, section, subsection, paragraph, clause, phrase or provision of this Resolution shall be held to be invalid or held unconstitutional, the same shall not affect the validity of this Resolution as a whole or any part or provisions hereof, other than the part determined to be invalid or unconstitutional. It is hereby declared to be the intent of the Township that this




Resolution would have been adopted had such invalid or unconstitutional article, section, subsection, paragraph, clause, phrase or provision not been included herein.

**SECTION 4. Effective Date.**

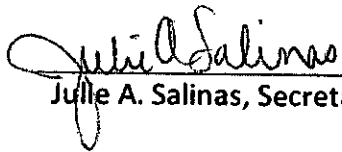
This Resolution shall become effective on the first day of the month following the date of adoption by the Board of Authority.

**DULY ENACTED AND RESOLVED**, this 19th day of August, 2013, by the Board of Authority of South Whitehall Township, in lawful session, at a duly assembled public meeting.

**SOUTH WHITEHALL TOWNSHIP AUTHORITY**

  
\_\_\_\_\_  
Daniel G. D'Imperio, Chairman

**ATTEST:**

  
\_\_\_\_\_  
Julie A. Salinas, Secretary



# FEE SCHEDULE

*Effective August 19, 2013*  
*Resolution 2013-10-BOA (Adopted August 19, 2013)*

## SCHEDULE A - Administrative Fees

Check Return Fee .....	\$20.00
<b>Copying Fees:</b>	
Up to 11x17 .....	\$0.12 per imprint
Black & White Larger than 11x17 .....	\$0.50 per square foot
Color Larger than 11x17 .....	\$2.25 per square foot
CD or DVD (with files) .....	\$25.00
Credit Card Processing Fee (varies) .....	\$2.95
<b>Municipal Liens and Claims Collections Costs:</b>	
Filing Fee .....	\$175.00
Attorney Time Expended .....	\$220.00/hour billed in 1/10 hour increments
Paralegal Time Expended .....	\$130.00/hour billed in 1/10 hour increments
<b>Bid Specifications:</b>	
With Plans (minimum) .....	\$50.00
Without Plans (minimum) .....	\$25.00
Allocation Application .....	\$250.00
<b>Tapping Application:</b>	
If new Professional Services Agreement is required .....	\$250.00
If using existing Professional Services Agreement .....	\$200.00
Documentation for Balance Due Water .....	\$20.00
Documentation for Balance Due Sewer .....	\$20.00

## SCHEDULE B - Public Works Water/Sewer Fees

<b>Water and Fire Hydrant Fees:</b>	
Water Turn On/Turn Off (During Business Hours - 8:00 a.m. to 2:30 p.m.) .....	\$50.00
Water Turn On/Turn Off (After Business hours - 2:30 p.m. to 8:00 a.m.) .....	\$150.00
Water Use (Before Meter Installation) .....	\$100.00
Fire Hydrant Use .....	\$150.00
<b>Fire Flow Fees:</b>	
Fire Flow Test During Business Hours (8:00 a.m. to 2:30 p.m.) .....	\$225.00
Fire Flow Test with Traffic Control or After Business Hours (2:30 p.m. to 8:00 a.m.) .....	\$325.00
Fire Flow Test - Observation Only .....	\$125.00
<b>Water/Sewer Investigation Fee (per visit)</b>	
Residential - During Business Hours (8:00 a.m. to 2:30 p.m.) .....	\$50.00
Residential - After Business Hours .....	\$100.00
Commercial - During Business Hours (8:00 a.m. to 2:30 p.m.) .....	\$100.00
Commercial - After Business Hours .....	\$200.00
Final Meter Reading (72 hours notice) .....	\$50.00
Final Meter Reading (No Notice) .....	\$150.00

Exhibit "B"  
(Fee Schedule)



BOARD OF AUTHORITY

## FEE SCHEDULE

*Effective August 19, 2013*

*Resolution 2013-10-BOA (Adopted August 19, 2013)*

### SCHEDULE A - Administrative Fees

Check Return Fee.....	\$20.00
<b>Copying Fees:</b>	
Up to 11x17 .....	\$0.12 per imprint
Black & White Larger than 11x17 .....	\$0.50 per square foot
Color Larger than 11x17 .....	\$2.25 per square foot
CD or DVD (with files) .....	\$25.00
Credit Card Processing Fee (varies) .....	\$2.95
<b>Municipal Liens and Claims Collections Costs:</b>	
Filing Fee .....	\$175.00
Attorney Time Expended .....	\$220.00/hour billed in 1/10 hour increments
Paralegal Time Expended .....	\$130.00/hour billed in 1/10 hour increments
<b>Bid Specifications:</b>	
With Plans (minimum) .....	\$50.00
Without Plans (minimum) .....	\$25.00
Allocation Application .....	\$250.00
<b>Tapping Application:</b>	
If new Professional Services Agreement is required.....	\$250.00
If using existing Professional Services Agreement.....	\$200.00
Documentation for Balance Due Water .....	\$20.00
Documentation for Balance Due Sewer .....	\$20.00

### SCHEDULE B - Public Works Water/Sewer Fees

<b>Water and Fire Hydrant Fees:</b>	
Water Turn On/Turn Off (During Business Hours - 8:00 a.m. to 2:30 p.m.) .....	\$50.00
Water Turn On/Turn Off (After Business hours - 2:30 p.m. to 8:00 a.m.) .....	\$150.00
Water Use (Before Meter Installation).....	\$100.00
Fire Hydrant Use .....	\$150.00
<b>Fire Flow Fees:</b>	
Fire Flow Test During Business Hours (8:00 a.m. to 2:30 p.m.) .....	\$225.00
Fire Flow Test with Traffic Control or After Business Hours (2:30 p.m. to 8:00 a.m.).....	\$325.00
Fire Flow Test - Observation Only .....	\$125.00
<b>Water/Sewer Investigation Fee (per visit)</b>	
Residential - During Business Hours (8:00 a.m. to 2:30 p.m.) .....	\$50.00
Residential - After Business Hours .....	\$100.00
Commercial - During Business Hours (8:00 a.m. to 2:30 p.m.) .....	\$100.00
Commercial - After Business Hours.....	\$200.00
Final Meter Reading (72 hours notice) .....	\$50.00
Final Meter Reading (No Notice) .....	\$150.00



**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-58  
(Duly adopted October 18, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA, TO ESTABLISH COLLECTION PROCEDURES FOR WATER AND SANITARY SEWER FEES, TO PROVIDE AUTHORIZATION FOR INTEREST AND A SCHEDULE OF ATTORNEY FEES AND CHARGES TO BE ADDED TO THE AMOUNT COLLECTED AS PART OF UNPAID WATER AND SANITARY SEWER FEES FOR DELINQUENT ACCOUNTS AND TO PROVIDE FOR A GENERAL REPEALER, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, South Whitehall Township (“Township”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“Authority”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to properties within the Township and a small number of properties outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township previously determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to the Municipality Authorities Act and applicable law, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the Authority, through the adoption of Authority Resolution No. 2015-07-BOA on July 20, 2015, established collection procedures for water and sanitary sewer fees and provided authorization for interest and a schedule of attorney fees and charges to be added to the amount collected as part of unpaid water and sanitary sewer fees for delinquent accounts; and

**WHEREAS**, as part of the dissolution process, the Township has assumed responsibility for the administration of the water and sanitary sewer systems; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township desires that the Authority's policies established by Authority Resolution No. 2015-07-BOA be adopted by the Township; and

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

Authority Resolution No. 2015-07-BOA, establishing collection procedures for water and sanitary sewer fees and providing authorization for interest and a schedule of attorney fees and charges to be added to the amount collected as part of unpaid water and sanitary sewer fees for delinquent accounts, is hereby adopted in its entirety as a Resolution of the Township. A copy of Authority Resolution No. 2015-07-BOA is attached hereto as Exhibit "A" and is incorporated herein. The Township is immediately responsible for administering the provisions of Authority Resolution No. 2015-07-BOA.

**SECTION 2.**

In interpreting the adopted Authority Resolution No. 2015-07-BOA: (1) all references to the "Authority" shall be read to mean the "Township"; (2) all references to the "Board of Authority" shall be read to mean the "Board of Commissioners"; and (3) all references to the "Authority Manager" shall be read to mean the "Township Manager."

**SECTION 3.**

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed.

**SECTION 4.**

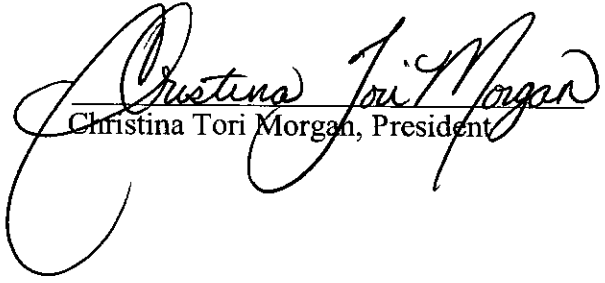
If any section of this Resolution is found to be unconstitutional, illegal or invalid, for any reason, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Resolution. It is hereby declared to be the legislative intent of the South Whitehall Township Board of Commissioners that this Resolution would have been adopted had such provisions not been included herein.

**SECTION 5.**

This Resolution shall become effective immediately.

**DULY ADOPTED** this 18th day of October, 2017, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS

  
Christina Tori Morgan, President

ATTEST:

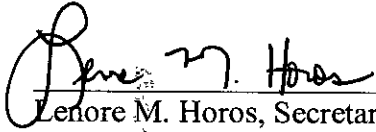
  
Lenore M. Horos, Secretary



Exhibit "A"

(Authority Resolution No. 2015-07-BOA)

**SOUTH WHITEHALL TOWNSHIP AUTHORITY****Resolution No. 2015-07-B & A****RESOLUTION APPROVING COLLECTION PROCEDURES  
AND ADOPTING INTEREST AND SCHEDULE OF  
ATTORNEY FEES AND CHARGES TO BE ADDED TO THE  
AMOUNT COLLECTED AS PART OF UNPAID WATER AND  
SEWER FEES FOR DELINQUENT ACCOUNTS**

WHEREAS, to be fair to all property owners and customers of the South Whitehall Township Authority (the "Authority"), it is necessary for the Authority to recover promptly unpaid, delinquent water and sewer fees (the "Unpaid Claims"), if necessary, by legal proceedings; and

WHEREAS, the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, *et seq.* (the "Act"), authorizes the addition of attorney fees, charges, costs, expenses, commissions and fees to the total payable with respect to the Unpaid Claims, but only if the municipality involved has approved by ordinance or resolution a schedule of such fees; and

WHEREAS, the Authority has determined that it is in the best interest of all property owners and other residents to have vigorous enforcement of all delinquent and other unpaid charges, utilizing the procedures set forth in the Act, except in cases of serious hardship, which the Authority will address on a case-by-case basis pursuant to uniform policies; and

WHEREAS, the Authority has reviewed the subject of interest and attorney fees for collection matters, and has determined that the fees set forth in the schedule hereby adopted are reasonable in amount for the services herein described.

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ENACTED BY THE AUTHORITY AS FOLLOWS:

1. **Fees to be Added to the Unpaid Claims.** The Authority hereby approves the following fee schedule for the collection of the Unpaid Claims, which fees shall be added to the Unpaid Claims.

(a) **Notice Expense.** A charge of \$40.00 plus applicable postage shall be added to the Unpaid Claims for providing notice of delinquency pursuant to § 7106 of the Act. The Authority may hire a private company to perform this service and add the amount of this charge to the Unpaid Claims.

## (b) Legal Fees.

Initial review and sending first demand letter	\$160.00
File lien and prepare satisfaction	\$250.00
Prepare Writ of Scire Facias	\$250.00
Obtain re-issued writ	\$ 30.00
Prepare and mail letter under Pa. R.C.P. 237.1	\$ 30.00
Prepare Motion for Alternate Service	\$250.00
Obtain vehicle identification number (VIN) for mobile home	\$ 35.00
Prepare discovery in preparation for trial	\$100.00
Prepare Pre-Trial Memorandum	\$150.00
Prepare Motion for Judgment for Want of Sufficient Affidavit of Defense pursuant to 53 P.S. § 7271	\$150.00
Prepare Default Judgment	\$175.00
Prepare Writ of Execution	\$800.00
Attendance at sale; review schedule of distribution and resolve distribution issues	\$400.00
Continue sheriff sale	\$ 50.00
Prepare Petition to Assess Damages	\$ 50.00
Prepare Petition for Free and Clear Sale	\$400.00
Services not covered above	At an hourly rate between \$60.00-\$275.00 per hour

## (c) Collection Fees.

Bookkeeping fee for payment plan of 3 months or less	\$ 25.00
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Bookkeeping fee for payment plan of more than 3 months	\$ 50.00
Guaranteed payoff fee	\$ 25.00
Handling fee for returned check	Bank charge, if any

**2. Costs to be Added to the Unpaid Claims.** In addition to the fees set forth in paragraph 1 above, the reasonable and necessary out-of-pocket charges, costs, expenses, commissions and fees incurred in collection, including, but not limited to, postage, title searches, VIN searches, prothonotary fees and charges, and sheriff fees, shall be added to the Unpaid Claims.

**3. Credit Card and Debit Card Charges.** The Authority authorizes any attorney or private collector collecting the Unpaid Claims on behalf of the Authority to accept payment of the Unpaid Claims by credit card or debit card. Where payment is made by credit card or debit card, any fees charged by the credit card or debit card company and/or the credit card or debit card servicing agent shall be charged immediately to the credit card or debit card used to make payment. This applies to credit card or debit card payments made by mail, telephone, over the internet, or in person.

**4. Interest.** Interest will be assessed upon the Unpaid Claims at a rate of 10% per annum and added to the Unpaid Claims.

**5. Collection Procedures.** The following collection procedures are hereby established in accordance with the Act:

(a) At least thirty (30) days prior to assessing or imposing attorney fees in connection with the collection of an Unpaid Claim account, the Authority or its designee shall mail or cause to be mailed, by certified mail, return receipt requested, a notice of such intention to the property owner or other entity liable for the account (the "Property Owner").

(b) If the certified mail notice is undelivered, then, at least ten (10) days prior to assessing or imposing such attorney fees, the Authority or its designee shall mail or cause to be mailed, by first class mail, a second notice to the Property Owner.

(c) All notices required by this Resolution shall be mailed to the Property Owner's last known post office address as recorded in the records or other information of the Authority or such other address obtained by the Authority from the county tax assessment office.

(d) Each notice as described above shall include the following:

(i) The type of municipal claim or other charge, the year that it became due and the amount owed, including penalty and interest;

(ii) A statement of the Authority's intent to impose or assess attorney fees no earlier than thirty (30) days after receipt of the first notice or no earlier than ten (10) days after receipt of the second notice;

(iii) The manner in which the assessment or imposition of attorney fees may be avoided by payment of the account; and

(iv) The place of payment for accounts and the name and telephone number of the Authority's representative designated as responsible for collection matters.

6. **Related Action.** The proper officials of the Authority are hereby authorized and empowered to take such additional action as they may deem necessary or appropriate to implement this Resolution.

7. **Appointment of Solicitor.** The Authority appoints Michelle R. Portnoff, Esquire, as Solicitor for the limited purpose of collecting the Unpaid Claims and hereby authorizes her, and attorneys under her supervision, to sign any and all documents, including municipal claims and liens, on behalf of the Authority.

8. **Effective Date.** This Resolution shall be effective September 1, 2015.

**DULY RESOLVED AND ENACTED** this 20<sup>th</sup> day of **July 2015** by the Board of Authority of South Whitehall Township Authority, Lehigh County, Pennsylvania, in lawful session duly assembled.

**SOUTH WHITEHALL TOWNSHIP BOARD OF AUTHORITY**

By: Daniel G. D'Imperio  
Daniel G. D'Imperio, Chairman

[Authority Seal]

ATTEST:

Chris Peischl  
Chris Peischl, Secretary

**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-59  
(Duly adopted October 18, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY, PENNSYLVANIA, TO REQUIRE CERTAIN NON-RESIDENTIAL CUSTOMERS TO ESTABLISH A GREASE TRAP OR TRAPS, TO REQUIRE CERTAIN NON-RESIDENTIAL CUSTOMERS TO ESTABLISH AN OIL TRAP OR TRAPS, TO REQUIRE REGULAR MAINTENANCE OF GREASE AND OIL TRAPS, TO REQUIRE CERTAIN INSPECTIONS AND RECORD KEEPING, TO ESTABLISH FEES RELATING TO THE COST OF TOWNSHIP SAMPLING AND MONITORING AND EVALUATING DISCHARGES, TO ESTABLISH AN EXCESS STRENGTH CHARGE FOR REGULATED FACILITIES THAT DISCHARGE EXCEPTIONAL STRENGTH WASTEWATER INTO THE TOWNSHIP SANITARY SEWER COLLECTION SYSTEM, AND TO PROVIDE FOR A GENERAL REPEALER, SEVERABILITY CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to properties within the Township and a small number of properties outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township previously determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to the Municipality Authorities Act and applicable law, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the Authority, through the adoption of Authority Resolution No. 2016-01-BOA on February 22, 2016, required certain non-residential customers to establish a grease trap or traps, required certain non-residential customers to establish an oil trap or traps, required regular maintenance of grease and oil traps, required certain inspections and record keeping, established fees relating to the cost of Township sampling and monitoring and evaluating discharges, and established an excess strength charge for regulated facilities that discharge exceptional strength wastewater into the Township sanitary sewer collection system; and

**WHEREAS**, as part of the dissolution process, the Township has assumed responsibility for the administration of the water and sanitary sewer systems; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township desires that the Authority's policies established by Authority Resolution No. 2016-01-BOA be adopted by the Township; and

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

#### **SECTION 1.**

Authority Resolution No. 2016-01-BOA, requiring certain non-residential customers to establish a grease trap or traps, requiring certain non-residential customers to establish an oil trap or traps, requiring regular maintenance of grease and oil traps, requiring certain inspections and record keeping, establishing fees relating to the cost of Township sampling and monitoring and evaluating discharges, and establishing an excess strength charge for regulated facilities that discharge exceptional strength wastewater into the Township sanitary sewer collection system, is hereby adopted in its entirety as a Resolution of the Township. A copy of Authority Resolution No. 2016-01-BOA is attached hereto as Exhibit "A" and is incorporated herein. The Township is immediately responsible for administering the provisions of Authority Resolution No. 2016-01-BOA.

#### **SECTION 2.**

In interpreting the adopted Authority Resolution No. 2016-01-BOA: (1) all references to the "Authority" shall be read to mean the "Township"; (2) all references to the "Board of Authority" shall be read to mean the "Board of Commissioners"; and (3) all references to the "Authority Manager" shall be read to mean the "Township Manager."

#### **SECTION 3.**

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed.

**SECTION 4.**

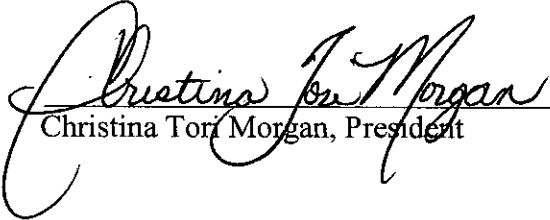
If any section of this Resolution is found to be unconstitutional, illegal or invalid, for any reason, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Resolution. It is hereby declared to be the legislative intent of the South Whitehall Township Board of Commissioners that this Resolution would have been adopted had such provisions not been included herein.

**SECTION 5.**

This Resolution shall become effective immediately.

**DULY ADOPTED** this 18th day of October, 2017, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS

  
Christina Tori Morgan, President

ATTEST:

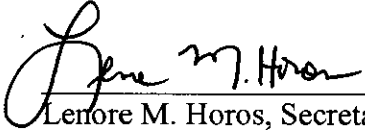
  
Lenore M. Horos, Secretary



Exhibit "A"

(Authority Resolution No. 2016-01-BOA)

**SOUTH WHITEHALL TOWNSHIP  
BOARD OF AUTHORITY  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2016-01-BOA  
(duly adopted February 22, 2016)**

**A RESOLUTION REQUIRING CERTAIN NON-RESIDENTIAL CUSTOMERS TO ESTABLISH A GREASE TRAP OR TRAPS; REQUIRING CERTAIN NON-RESIDENTIAL CUSTOMERS TO ESTABLISH AN OIL TRAP OR TRAPS; REQUIRING REGULAR MAINTENANCE OF GREASE AND OIL TRAPS; REQUIRING CERTAIN INSPECTIONS AND RECORD KEEPING; ESTABLISHING FEES RELATING TO THE COST OF AUTHORITY SAMPLING AND MONITORING, AND EVALUATING DISCHARGES; AND ESTABLISHING AN EXCESS STRENGTH CHARGE FOR REGULATED FACILITIES THAT DISCHARGE EXCEPTIONAL STRENGTH WASTEWATER INTO THE AUTHORITY SANITARY SEWER COLLECTION SYSTEM.**

**WHEREAS**, the Township of South Whitehall (“Township”) and the South Whitehall Township Authority (“SWTA”) have long restricted discharges of excess strength effluent into the Sanitary Sewerage Collection System of SWTA (the “System”); and

**WHEREAS**, multi-municipality agreements to which SWTA and/or Township are signatories, require SWTA to create a user charge cost system in circumstances where excess strength discharges are identified; and

**WHEREAS**, monitoring data provided by the City of Allentown, and the cost reports associated therewith, indicate that there are excess strength dischargers which are customers of SWTA; and

**WHEREAS**, an evaluation of the data identifies the basic areas from which excess strength discharges are arising and all seem to involve areas which include restaurants or automobile service stations within the SWTA customer base; and

**WHEREAS**, recent investigations of grease traps associated with restaurants served by the System suggests a correlation between potentially ineffective grease traps or grease trap cleaning and monitoring within areas where excessive strength discharges have been identified; and

**WHEREAS**, it is inequitable to pass the costs associated with excess strength discharges from identifiable customers through to the entire customer base; and

**WHEREAS**, SWTA desires to adopt a resolution which will equitably provide for the installation of effective grease traps, for their monitoring and testing, and for a reasonable allocation of costs associated with monitoring and testing, and where necessary, with additional charges for continued excess strength discharges from individual customers.

**NOW, THEREFORE**, be it and it is hereby **RESOLVED**, by the South Whitehall Township Board of Authority as follows, to wit:

**I. Scope and Purpose.** To aid in the prevention of contributions, discharges, and accumulation of fats, oils and greases into the System from industrial or commercial facilities, including but not limited to, food preparation and serving facilities and automobile service stations which may result in the delivery of "exceptional strength wastewater" (as that term is used in a multi-municipality agreement dated December 29, 1981 in which South Whitehall Township is a signatory) to the Allentown Wastewater Treatment Plant; to regulate such contributions, discharges and accumulations through a permitting process; and to properly assess the costs associated with the monitoring and regulation of such facilities, and the treatment of fats, oils and greases delivered to the System.

## II. Definitions.

A. Biochemical Oxygen Demand or BOD: The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at 20 degrees centigrade, usually expressed as a concentration (e.g. mg/l).

B. Composite Sample: Samples collected at regular intervals, sometimes in proportion to the existing flow, and then combined to form a sample representative of flow over a period of time.

C. Exceptional Strength Wastewater: Wastewater which, at the time it enters the SWTA System, exceeds one or more of the following strength thresholds:

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

D. Food Service Facility: A facility or establishment, other than a residential dwelling, regularly engaged in activities of preparing or serving or otherwise making food available for consumption which uses one or more of the following preparation techniques: cooking by frying (all methods); baking (all methods), grilling, sautéing, rotisserie cooking, broiling (all methods), boiling, blanching, roasting, toasting, or poaching. Also included as a technique and for purposes of this definition are infrared heating, searing, barbecuing, and any other food preparation activity which produces a non-drinkable food product in or on a receptacle that requires washing. These facilities include restaurants, cafeterias, hotels, motels, hospitals, nursing homes, schools, grocery stores, prisons, jails, churches, camps, caterers, concessions, manufacturing plants, or any other sewer customers which discharge, or are likely to discharge, grease into the System.

E. Grab Sample: Sample which is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

F. Grease: Material composed primarily of fats, oil, and grease from animal or vegetable sources. The terms fats, oil, and grease may be used interchangeably in this Resolution under this single definition.

G. Grease Trap or Interceptor: A device for separating and retaining waterborne grease and grease complexes prior to the wastewater exiting the trap and entering the System. These devices also serve to collect settleable solids, generated by and from food preparation and other activities which discharge grease, prior to water exiting the trap and entering the System.

H. Lateral Sewer Line: The sewer line owned, maintained and controlled by property owner which sewer line commences at its connection to the System.

I. mg/l: milligrams per liter.

J. Oil/Water Separator: A device that is specifically designed and manufactured to separate oil from water, and permits the oil to be collected and removed on a regular basis as to prevent it from being discharged into the System.

K. Operation: Any activity which results in the discharge by a Regulated Facility of any wastewater into the System.

L. Regulated Facility: Each food service facility, and all other customers of SWTA, which contributes discharges or accumulates grease which enters the System, or which discharges waste into the System of the types described in Resolution 2002-10-BOA, duly adopted by the Board of Authority of SWTA on January 21, 2002 at § 4(c). The term Regulated Facility shall not include residential dwellings.

M. Sewer Cleanout: A capped pipe that provides access to a Lateral Sewer Line. The capped pipe is typically used for accessing the Lateral Sewer Line to clean out blockages.

N. System: The Sanitary Sewerage Collection System of South Whitehall Township Authority.

O. Total Kjeldahl Nitrogen or TKN: The sum of free-ammonia and organic nitrogen compounds which is converted to ammonium sulfate  $(\text{NH}_4)_2\text{SO}_4$ .

P. Total Suspended Solids or TSS: The total suspended matter that floats on the surface of, or is suspended in, water, wastewater, or other liquid, and which is removable by laboratory filtering.

Q. User: Any person or establishment including those located outside the jurisdictional limits of South Whitehall Township who or which contributes, causes, or permits the contribution or discharge of wastewater into the System, including persons who contribute such wastewater from mobile sources, such as those who discharge hauled wastewater.

### III. Industrial Waste Discharge Permits.

#### A. When Required.

1. Existing Facilities: Each Regulated Facility shall obtain an Industrial Waste Discharge Permit from SWTA in accordance with the requirements of § 7 of Resolution 2002-10-BOA. This permit, if not sooner obtained, shall be acquired by each such user no later than the date of adoption of this Resolution. No Regulated Facility shall discharge into the System without a valid unrevoked permit.

2. Renovated and Altered Facilities: Each Regulated Facility which is altered or renovated in a manner which in any way affects the nature or composition of its sewerage discharge, or which alters its sewage discharge lines or facilities, or any monitoring or collection devices associated therewith, shall be required to obtain a new Industrial Waste Discharge Permit.

3. New Facilities: No use which, when placed in operation, will constitute a Regulated Facility, may commence operation without an Industrial Waste Discharge Permit.

B. Transfer of Permits: Any changes in control or ownership of a Regulated Facility will require the issuances of a new permit before the commencement of operations. Each new user or operator shall be responsible for notifying SWTA of a change in control or ownership.

C. Duration: An Industrial Waste Discharge Permit shall, if not revoked, expire three (3) years after the issuance date. Permits may be revoked for non-compliance with the provisions of this, or any other SWTA Resolution, or for non-payment of user fees, monitoring costs, industrial waste surcharges, or service fees.

D. Cost: The cost of an Industrial Waste Discharge Permit shall be established from time to time by resolution of the Board of Authority, to be determined in a manner consistent with Resolution 2002-10-BOA. The initial permit fee shall be Two Hundred Dollars (\$200.00). Permit fees shall be adequate to pay the reasonable cost to SWTA of the monitoring, sampling flow measurement, testing and inspection required by § V of this Resolution, and of administering the SWTA permitting program. Regulated Facilities which operate without an Industrial Waste Discharge Permit at any time shall be assessed, and shall pay, a service charge of One Hundred Dollars (\$100.00) for each day of unpermitted operation.

E. Property Rights: Each issuance of a permit does not convey any property right to the permittee.

**IV. Grease Traps Required**. Each Food Service Facility which operates more than fifteen (15) days in any calendar month shall install, regularly dispose of material from, and properly monitor grease traps to assure that they properly function. All grease traps shall be properly sized and installed by a qualified and licensed person or entity. Any Regulated Facility which does not utilize a properly functioning grease trap as of the date of the adoption of this Resolution shall install and maintain such grease trap. The location of the grease trap must permit accessibility for an adequate inspection and sampling of the grease trap by a qualified individual or entity acceptable to SWTA. The location of the grease trap must be acceptable to SWTA, which acceptance will not be unreasonably withheld, and must be installed prior to the issuance of the Industrial Waste Discharge Permit.

No Regulated Facility shall be renovated, altered, opened or reopened after the date of this Resolution without a grease trap which meets the criteria of this Section.

**V. Sampling Port Required.** Each Regulated Facility which operates more than five (5) days in a calendar month shall install or provide a sampling port on the discharge side of each grease trap or series of traps installed and maintained in accordance with the prior section of this Resolution. Any Regulated Facility which does not possess a sampling port, which adequately permits the sampling, flow measurement, testing and inspection required by Section VI of this Resolution, shall install such sampling port. The sampling port must permit the collection of representative samples of the wastewater discharge of each Regulated Facility before the samples reach the System, and in a manner which provides sufficient volume for thorough chemical analysis. The location of the sampling port must be acceptable to SWTA, which acceptance will not be unreasonably withheld, and must be installed prior to the issuance of the Industrial Waste Discharge Permit. In the event a Regulated Facility desires to utilize the sewer cleanout(s) for the subject property as sampling port(s), such sampling port is acceptable to SWTA provided adequate accessibility is provided.

No Regulated Facility shall be renovated, altered, opened or reopened after the date of this Resolution without a sampling port which meets the criteria of this Section.

**VI. Sampling, Flow Measurement, Testing and Inspection.**

A. The Permittee of each Regulated Facility which operates more than five (5) days in any calendar month shall sample its wastewater discharge in accordance with this Section, and shall provide a discharge monitoring report to SWTA not less frequently than semi-annually, with reports to be submitted no later than June 30 ("Reporting Period 1") and December 31 ("Reporting Period 2") of each calendar year. Reporting Period 1 and Reporting Period 2 are each a reporting period. Each discharge monitoring report shall specify the date(s) and time(s) of sampling. Sampling shall consist of at least one (1) grab sample for oil or grease and at least one (1) twenty-four (24) hour composite sample for BOD, TSS and TKN during each reporting period. All sampling results must be reported to SWTA or its designated representative. In the event more than one sample result is reported, the average of sample results exceeding the strength thresholds (BOD > 230 mg/l, TSS > 250 mg/l, or TKN > 44 mg/l)



shall be used to establish the excess strength charge for the applicable reporting period during which the sample(s) were taken.

B. All measurements, tests, and analysis of the characteristics of waters and wastes to which reference is made in this Resolution shall be determined in accordance with 40 Code of Federal Regulations Part 136 and shall be determined at the sample port provided by the Required Facility, upon suitable samples taken at such sample port. In the event that no sampling port has yet been installed, the sampling location shall be the nearest downstream manhole in the System to the point at which the Regulated Facility sewer is connected. In the event that a System manhole is used as the sampling site, the manhole may be used by Permittees for sampling only but no representative of Permittee may physically enter the System. Sampling shall be carried out by customarily accepted methods to reflect the effect of discharged materials upon the System and the Allentown Wastewater Treatment Facility and to determine the existence of hazards to life, limb, and property. The particular analysis involved shall be acceptable to SWTA and will determine whether a twenty-four (24) hour composite sample of all sewer cleanout(s) of a Regulated Facility is appropriate or whether grab sample(s) must also be taken.

C. Both the owner and the operator of each improved property connected to the System shall be jointly and severally responsible to provide SWTA and its representatives and agents the opportunity of access at any time to any part of any improved property served by the System as shall be required for purposes of inspection, measurement, sampling and testing and for performance of other functions relating to service rendered by SWTA in regard to the System.

D. All sampling shall be accomplished, and all discharge monitoring reports shall be submitted by qualified individuals acceptable to SWTA. Well defined chain-of-custody and record keeping acceptable to SWTA shall be employed.

E. Discharge reports shall not only characterize the nature of wastewater samples taken, but shall also describe the condition of, and cleanliness of each grease trap. At no time may the combined grease and settled solids of any grease trap exceed 25% of the depth of the grease trap. Discharge reports shall also identify each date and time material was removed from a grease trap since the last report. The report shall state with specificity the qualified and licensed person or entity who or which disposed of material from the grease trap, shall include written certifications as to what was removed, the lawful disposition of the materials removed, and the location of their disposal.

F. Material shall be removed from grease traps before the combined grease and settled solids accumulate to a depth of 25% of the total depth of the grease trap, and not less frequently than once every 90 days. Disposal of all removed material shall be accomplished by a qualified and licensed person or entity. Cleaning shall include removal of all floating material, wastewater, grease and settled solids. Decanting or discharging of removed waste back into the grease trap, or otherwise into the System, is prohibited.

G. A maintenance log regarding the cleaning of each grease trap shall be maintained by each Regulated Facility for a period of at least the prior twenty-four (24) consecutive months. The log shall include the date, time, amount pumped, the identity of the hauler and the disposal location, and shall be made available to SWTA within two (2) business days after a request by SWTA.

H. Monitoring Costs: To the extent that permit fees do not fully compensate SWTA and Township for their monitoring of the information to be supplied by permittee, and for independent sampling and testing, if any is accomplished by SWTA or Township, such costs will be assessed against the permittee as monitored. Permittees may be assessed progressively higher charges for monitoring, testing and sampling accomplished following each instance in which a permittee is non-compliant with SWTA regulatory requirements including introducing exceptional strength wastewater into the System. Such progressive charges shall be established by SWTA from time to time by separate Resolution.

**VII. Sand, Soil, and Oil Interceptors.** All car washes, truck washes, garages, service stations, car and truck maintenance facilities, fabricators, utility equipment shops, and other facilities identified by SWTA as likely sources of sand, soil and oil shall install effective sand, soil and oil traps, interceptors, and/or Oil/Water Separators. These separators shall be sized to effectively remove sand, soil, and oil at expected flow rates. These separators shall, at the user's expense, be regularly cleaned or pumped to prevent any adverse impact upon the System. Users whose systems are deemed to be ineffective by SWTA shall change the cleaning frequency or increase the size or methodology of the separator. Owners or operators of washing facilities are required to prevent the inflow of detergents and rainwater into the System. Sampling locations shall be provided by all such users. The sampling location must permit the collection of representative samples of the wastewater discharge of each Regulated Facility before the samples reach the System, and in a manner which provides sufficient volume for thorough chemical analysis. The sampling location must be acceptable to SWTA, which acceptance will not be unreasonably withheld, and shall be available for sampling purposes prior to the issuance of the Industrial Waste Discharge Permit. In the event such user desires to utilize the sewer cleanout(s) for the subject property as sampling port(s), such sampling port is acceptable to SWTA provided adequate accessibility is provided.

**VIII. Excess Strength Charges.** An excess strength charge shall be levied by SWTA against any owner or operator of any operation which discharges Exceptional Strength Wastewater into the System during a reporting period. The excess strength charge shall be calculated in accordance with the following formula:  $((8.34 \times Q) \times (((BOD - 230) \times BOD\ Rate)) + ((TSS - 250) \times TSS\ Rate)) + ((TKN - 44) \times TKN\ Rate))$  plus a 10% administrative fee. 8.34 is a constant used to convert wastewater strength expressed in mg/l of BOD and/or TSS and/or TKN into pounds of BOD and/or TSS and/or TKN per million gallons of wastewater. Q is the quarterly wastewater flow from a User expressed in millions of gallons. BOD is the Biochemical Oxygen Demand of the wastewater in mg/l. TSS is the Total Suspended Solids of the wastewater in mg/l. TKN is the Total Kjeldahl Nitrogen of the wastewater in mg/l. For calendar year 2015, the BOD Rate is \$0.190, the TSS Rate is \$0.159 and the TKN Rate is \$0.291. The BOD Rate, TSS Rate and the TKN Rate shall be the BOD Rate, TSS Rate and TKN Rate

charged to SWTA per the multi-municipality agreement dated December 29, 1981, during the applicable reporting period.

**IX. Alteration of Control Methods.** SWTA reserves the right to request additional control measures if existing control, sampling, measurement, testing or inspection systems can be demonstrated by SWTA to be insufficient to protect the System or the Allentown Wastewater Treatment Facility from damages due to grease, sand, soil, oil or other discharges, or if a permittee's efforts to eliminate excess strength discharges are unsuccessful.

**X. Noncompliance.** Any owner or operator which refuses or fails to comply with the requirements of this Resolution shall, following a thirty (30) day notice of its noncompliance, either cease all wastewater discharges into the System, or shall, at the option of SWTA, suffer a discontinuance of water services, or be subject to all other remedies available to SWTA at law or in equity, or both. Such owner or operator may also be subject to fines and penalties levied by the Township of South Whitehall. Each owner and operator of a Regulated Facility shall be deemed to have joint and several liability and responsibility under the provisions of this Resolution.

**XI. Construction and Severability.** In the event any provisions, section, sentence, clause, or part of this Resolution shall be held to be invalid, illegal or unconstitutional, such invalidity, illegality, or unconstitutionality shall not affect or impair any remaining provision, section, sentence, clause or part of this Resolution, it being the intent of the Authority that such remainder shall remain in full force.

**XII. Repealer.** All resolutions or parts of resolutions inconsistent with this Resolution, including, but not limited to, Resolution 2010-3-BOA, be and the same are hereby repealed as of the date of adoption of this Resolution, except with regard to appeals or enforcement activities relating to periods predating the date of adoption of this Resolution.

**DULY RESOLVED**, this 22<sup>nd</sup> day of February, 2016 by the Board of Authority of South Whitehall Township Authority, in lawful session, duly assembled.

SOUTH WHITEHALL TOWNSHIP AUTHORITY

By: *Daniel G. D'Imperio*  
Daniel G. D'Imperio, Chairman

ATTEST:  
*Chris Peischl*  
Chris Peischl, Secretary

**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-65  
(Duly Adopted December 20, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY,  
PENNSYLVANIA TO ADOPT CERTAIN RULES, POLICIES  
AND PROCEDURES RELATED TO THE OPERATION OF THE  
PUBLIC WATER AND SANITARY SEWER SYSTEMS AND TO  
PROVIDE FOR A GENERAL REPEALER, SEVERABILITY  
CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority is the present owner of the assets comprising the water and sanitary sewer systems which render water and sanitary sewer service to properties within the Township and a small number of properties outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township previously determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership of the water and sanitary sewer systems from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to the Municipality Authorities Act and applicable law, adopted Ordinance No. 1021 on May 3, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water and sanitary sewer systems will pass from the Authority to the Township; and

**WHEREAS**, the Authority, as owner of the water and sanitary sewer systems, has adopted rules, policies and procedures related to the operation of those systems (collectively referred to as the “**Authority Policies**”); and

**WHEREAS**, the Township desires to adopt and incorporate all Authority Policies which are presently in effect and which have not been repealed.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

The Township hereby adopts and incorporates all Authority Policies which are presently in effect and which have not been repealed.

**SECTION 2.**

All resolutions or parts of resolutions inconsistent with this Resolution are hereby repealed.

**SECTION 3.**

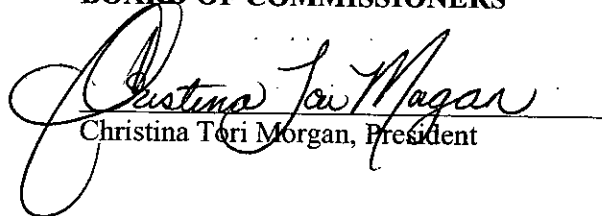
If any section of this Resolution is found to be unconstitutional, illegal or invalid, for any reason, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Resolution. It is hereby declared to be the legislative intent of the South Whitehall Township Board of Commissioners that this Resolution would have been adopted had such provisions not been included herein.

**SECTION 4.**

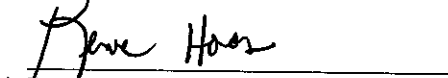
This Resolution shall become effective immediately.

**DULY ADOPTED** this 20th day of December, 2017, by a majority of the Board of Commissioners of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

  
Christina Tori Morgan, President

**ATTEST:**

  
Lenore Horos, Secretary



[jzator@zatorlaw.com](mailto:jzator@zatorlaw.com)

July 21, 2017

**TRANSMITTED VIA EMAIL ONLY**

South Whitehall Township Authority  
4444 Walbert Avenue  
Allentown, Pennsylvania 18104

**RE: Certificate of Termination**

Dear Board of Authority Members:

At your meeting on June 19, you raised the question of whether the Board of Commissioners was requesting that the Board of Authority voluntarily terminate the South Whitehall Township Authority. I would like to clarify this point.

The Board of Commissions has determined that the interests of the Township are best served by dissolving the Authority and transferring the ownership and operation of the water and sanitary sewer systems to the Township. The Board of Commissioners therefore adopted Ordinance 1021 compelling the Board of Authority to take all steps necessary to effectuate the dissolution of the Authority. It is known that the Authority does not agree with the dissolution. However, the law is clear that the Board of Commissioners is legally authorized to unilaterally make this decision and they have done so. Therefore, this is an involuntary dissolution from the perspective of the Board of Authority.

Official dissolution of the Authority requires that the Board of Authority execute a Certificate of Termination which will be filed with the Secretary of the Commonwealth and ultimately recorded with the Lehigh County Recorder of Deeds. Section 2F of Ordinance 1021 compels you to execute the Certificate of Termination. The language of the Certificate and the Resolution authorizing its execution makes clear that the Board of Authority is being compelled by the Board of Commissioners to execute the Certificate. This cannot be construed as a voluntary action of the Board of Authority.

It is requested that you fulfill your legal obligation under Ordinance 1021 and adopt the Resolution authorizing execution of the Certificate of Termination at the joint meeting of the Board of Commissioners and Board of Authority on July 26. Please find enclosed with this letter a copy of the Resolution and Certificate of Termination. The text of both the Certificate of Termination and the Resolution authorizing its execution makes clear that the Board of Commissioners is compelling the Board of Authority to execute the Certificate. This addresses a concern raised previously by the Board of Authority that an earlier version of the Certificate appeared to indicate that it was the Board of Authority, not the Board of Commissioners, seeking dissolution.

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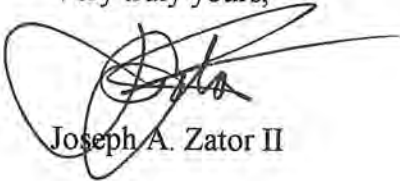
ATTORNEYS AND  
COUNSELORS AT LAW

Joseph A. Zator II  
Andrew D. Hoffman  
Christopher M. McLean  
Jennifer R. Alderfer  
Stephanie A. Koenig  
Eric J. Gaspar



We anticipate and appreciate your cooperation in this matter. Thank you.

Very truly yours,



Joseph A. Zator II

EJG:neh

Enclosure

cc: Steven A. Hann, Esquire (via email)  
Commissioner Christina "Tori" Morgan (via email)  
Commissioner Glenn Block (via email)  
Commissioner David L. Bond (via email)  
Commissioner Thomas J. Johns (via email)  
Commissioner Matthew Mulqueen (via email)  
Renee Bickel, Township Manager (via email)  
Randy Cope, Director of Operations (via email)



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[egaspar@zatorlaw.com](mailto:egaspar@zatorlaw.com)

**June 16, 2017**

Marianne C. Eisenhauer  
Vice President  
Commercial Lending & Credit Administration  
Neffs National Bank  
5629 Route 873  
P.O. Box 10  
Neffs, PA 18065-0010

ATTORNEYS AND  
COUNSELORS AT LAW

Joseph A. Zator II  
Andrew D. Hoffman  
Christopher M. McLean  
Jennifer R. Alderfer  
Stephanie A. Koenig  
Eric J. Gaspar

**RE: Neffs National Bank Loan to the South Whitehall Township Authority**

Dear Ms. Eisenhauer:

On Friday June 9, 2017, I had the pleasure of participating in a conference call with you and representatives of South Whitehall Township ("Township"), wherein we discussed the dissolution of the South Whitehall Township Authority ("Authority") and the impact the dissolution will have on the Loan Agreement entered between the Authority and Neffs National Bank on June 30, 2014 ("Loan Agreement"). As a follow-up to the conference call, I would like to present you with additional information on these subjects for your records.

By way of background, the Township created the Authority in 1962 for the sole purpose of owning and operating the public water and sanitary sewer systems located in and around the Township. The Authority stands as the present owner of the water and sanitary sewer systems. The Township was empowered to create the Authority under the Pennsylvania Municipality Authorities Act. That Act also grants the Township the power to order that the Authority be dissolved.

On May 3, 2017, the Board of Commissioners of South Whitehall Township, acting pursuant to Section 5619 of the Municipality Authorities Act, 53 Pa.C.S. § 5619, adopted Ordinance No. 1021, which directs the Authority to take all steps necessary to effectuate its dissolution. A copy of Ordinance No. 1021 is enclosed herein for your records. Upon dissolution of the Authority, the Township will assume ownership of the water and sanitary sewer systems located in and around the Township. Formal dissolution of the Authority will likely be accomplished over the next six to nine months.

As part of the dissolution process, by law, the Authority must either satisfy all its outstanding debts, or those debts must be assumed by the Township. The only outstanding debt of the Authority is the debt under the Loan Agreement. At this point, whether the debt will be satisfied or assumed by the Township is under consideration.

Importantly, the Loan Agreement has no prohibition against assignment, meaning that the Authority's debt could be assumed by the Township. If it is ultimately decided that the Township will assume the Authority's debt under the Loan Agreement, this would be accomplished through a written assignment executed by Neffs National Bank, the Authority and the Township.

Township staff greatly appreciates your cooperation in this dissolution process. Over the next weeks, members of Township staff and I will update you and share information as decisions are made regarding the Loan Agreement.

If you have any questions or concerns, do not hesitate to contact me.

Very truly yours,



Eric J. Gaspar

EJG:rpl

Enclosure

cc: Renee Bickel, South Whitehall Township Manager (via email w/o encl.)  
Lenore Horos, South Whitehall Township Secretary (via email w/o encl.)  
Brooke Neve, South Whitehall Township Assistant Finance Manager (via email w/o encl.)  
Joseph A. Zator II, Esquire (via email w/o encl.)



[jzator@zatorlaw.com](mailto:jzator@zatorlaw.com)

June 21, 2017

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**TRANSMITTED VIA EMAIL ONLY**

South Whitehall Township Authority  
4444 Walbert Avenue  
Allentown, Pennsylvania 18104

ATTORNEYS AND  
COUNSELORS AT LAW

Joseph A. Zator II  
Andrew D. Hoffman  
Christopher M. McLean  
Jennifer R. Alderfer  
Stephanie A. Koenig  
Eric J. Gaspar

**RE: Rothrock Motor Sales, Inc. v. South Whitehall  
Township Board of Authority (Commonwealth Court  
Docket No. 789 CD 2017)**

Dear Board of Authority Members:

On June 7, 2017, the South Whitehall Township Board of Commissioners adopted Resolution No. 2017-33, which established various respective responsibilities of the Board of Commissioners and the Board of Authority in the interim period leading up to formal dissolution of the South Whitehall Township Authority. A copy of that Resolution is enclosed for your ease of reference. That Resolution prohibits the Board of Authority from taking any action with regard to existing litigation, arbitration or negotiations involving the Authority without the approval of the Board of Commissioners.

At your public meeting on June 19, 2017, you voted in favor of a motion directing your Solicitor to file a cross-appeal in the Rothrock case referenced above. Pursuant to Resolution No 2017-33, you are prohibited from taking this action without approval from the Board of Commissioners. Upon review and careful consideration, the Board of Commissioners has determined that the public interest is not served by the filing of a cross-appeal. Therefore, you and your Solicitor are directed not to take any further action in this matter.

I am confident that your Solicitor, upon objective review, will confirm the legality of the Resolution No. 2017-33, and will confirm that you have no legal authority to unilaterally authorize the filing of a cross-appeal. Any further action taken by the Board of Authority in the Rothrock appeal without approval of the Board of Commissioners will be an unlawful and unenforceable action that is contrary to a duly adopted Resolution of the South Whitehall Township Board of Commissioners having full force and effect under the law. Because it would be unlawful for the South Whitehall Township Authority to file an appeal in the Rothrock matter without approval of the Township Commissioners, the Authority is not permitted to expend funds with regard to any such appeal. Consequently, any invoices of the Authority Solicitor or other consultants will not be authorized for payment.



We anticipate and appreciate your cooperation in this matter. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Joseph A. Zator II", is written over a large, stylized scribble.

Joseph A. Zator II

EJG:neh

Enclosure

cc: Steven A. Hann, Esquire (via email)  
Commissioner Christina "Tori" Morgan (via email)  
Commissioner Glenn Block (via email)  
Commissioner David L. Bond (via email)  
Commissioner Thomas J. Johns (via email)  
Commissioner Matthew Mulqueen (via email)  
Renee Bickel, Township Manager (via email)



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[jzator@zatorlaw.com](mailto:jzator@zatorlaw.com)

**June 22, 2017**

**TRANSMITTED VIA EMAIL ONLY**

South Whitehall Township Authority  
4444 Walbert Avenue  
Allentown, Pennsylvania 18104

**ATTORNEYS AND  
COUNSELORS AT LAW**

Joseph A. Zator II  
Andrew D. Hoffman  
Christopher M. McLean  
Jennifer R. Alderfer  
Stephanie A. Koenig  
Eric J. Gaspar

**RE: Rothrock Motor Sales, Inc. v. South Whitehall Township  
Board of Authority  
(Commonwealth Court Docket No. 789 CD 2017)**

Dear Board of Authority Members:

To supplement the correspondence I sent yesterday I am attaching a copy of a Resolution that was adopted by the South Whitehall Township Board of Commissioners at its public meeting last evening. This once again makes it clear that the Board of Authority is not in a position to file an appeal with respect to the Rothrock Motor Sales, Inc. case.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Joseph A. Zator II', is written over a circular stamp or seal.

Joseph A. Zator II

JAZ:neh  
Enclosure

cc: Steven A. Hann, Esquire (via email)  
Commissioner Christina "Tori" Morgan (via email)  
Commissioner Glenn Block (via email)  
Commissioner David L. Bond (via email)  
Commissioner Thomas J. Johns (via email)  
Commissioner Matthew Mulqueen (via email)  
Renee Bickel, Township Manager (via email)  
Randy Cope, Director of Township Operations (via email)  
Eric J. Gaspar, Esquire (via email)



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

March 22, 2017

Eric J. Gaspar, Esquire  
Zator Law  
American Heritage Building  
4400 Walbert Avenue at Ridgeview Drive  
Allentown, PA 18104

Re: Request for a Legal Opinion Regarding Water and Sewer Service by South Whitehall Township to Customers Located Outside of the Township's Boundaries

Dear Mr. Gaspar:

By letter dated February 2, 2017, you have requested a legal opinion as to whether water and sewer service by South Whitehall Township (Township) to a small number of extraterritorial customers located outside of, but immediately adjacent to, the Township's municipal boundaries, constitutes public utility service subject to the jurisdiction of the Pennsylvania Public Utility Commission (PUC or Commission).

According to the information provided in the February 2, 2017, the South Whitehall Township Authority (Authority) presently owns a water and wastewater system located in and around the Township. Being an Authority created pursuant to the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. §§ 5601, *et seq.*, the Authority is not subject to PUC regulation. The Board of Commissioners of the Township is considering adopting an ordinance compelling the dissolution of the Authority. Upon dissolution of the Authority, the Township would assume ownership and control of the water and sewer systems located in and around the Township.

In your letter, you indicate that the vast majority of water and sewer customers serviced by the Authority reside within the municipal boundaries of the Township. Aside from Township residents, the Authority provides water and sewer service to seven customers residing in adjacent Upper Macungie Township and water service to two customers residing in adjacent North Whitehall Township.

In total, the water system which would be transferred to the Township upon dissolution of the Authority has 6,426 customer accounts. Of these customer accounts, only nine are located outside of the Township's municipal boundaries. The sewer system, which would be transferred to the ownership of the Township, has 6,638 customer accounts. Of these customer accounts, only seven are located outside of the

Township's municipal boundaries.<sup>1</sup> A map showing the location of the extraterritorial customers was attached to the February 2, 2017 letter as Exhibit "A."

You further indicate in the letter that, in the event the Township adopts an ordinance compelling dissolution of the Authority, the Township will not in the future permit retail customer connections beyond its municipal boundaries without prior approval by the Commission. The Township will continue to provide water and sewer service to the extraterritorial customers under the same rates, rules, terms, and conditions applicable to customers within the Township. To this end, the Township has attached to the February 2, 2017 letter as Exhibit "B" a copy of the potential resolution described in this paragraph.<sup>2</sup> Accordingly, you have requested a legal opinion regarding jurisdiction.

The Public Utility Code, 66 Pa. C.S. §§ 101-3316, and case law decided thereunder, govern whether the Township's potential service to the extraterritorial customers is subject to PUC regulation. Section 1501 provides that "any public utility service being furnished or rendered by a municipal corporation beyond its corporate limits shall be subject to regulation and control by the Commission ... as if such service were rendered by a public utility." 66 Pa. C.S. § 1501. Section 102 defines a "public utility" as "any person or corporations now or hereafter owning or operating in this Commonwealth equipment or facilities for: (ii) diverting, developing, pumping, impounding, distributing or furnishing water to the public for compensation, and (vii) sewage collection, treatment, or disposal for the public for compensation." 66 Pa. C.S. § 102(1)(ii) and (vii). Thus, under the Public Utility Code, extraterritorial water or sewer service rendered by municipalities would be subject to the Commission's jurisdiction when the service is provided "for the public."

The question of whether a given service is within the Commission's regulatory jurisdiction under the Public Utility Code depends upon the circumstances and facts of each case. A utility is considered to be providing service "for the public" when it represents itself as serving all members of the public who require service, as opposed to serving only particular individuals. *Waltman v. Pa. Public Utility Commission*, 596 A.2d 1221, 1223 (1991), *aff'd*, 621 A.2d 994 (Pa. 1993), *citing Drexelbrook v. Pa. Public Utility Commission*, 212 A.2d 237 (Pa. 1965).

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<sup>1</sup> It is also noted that the Authority has contractual arrangements with the City of Allentown and Salisbury Township to provide water service to 20 Allentown residents whose properties straddle the border with the Township and 28 Salisbury Township residents whose properties straddle the border with the Township. Both Allentown and Salisbury send bills to their respective customers and reimburses the Township for the cost of the water and sewer access.

<sup>2</sup> The potential resolution states, in pertinent part: (1) the Township shall continue to provide water and sewer service to the existing extraterritorial customers; (2) the Township will apply the same rates to the extraterritorial customers as it does to the customers within the Township limits; (3) the Township will not add any extraterritorial customers without the prior approval of the PUC; and (4) the resolution shall not be repealed or expire without the prior written notification of its repeal or expiration to the PUC.



Based upon the information provided in the February 2, 2017 letter, it is my opinion that, in this instance, the Township, upon dissolution of the Authority and assumption of ownership and control of the water and sewer systems by the Township, would not be providing extraterritorial service to the general public but only to those extraterritorial customers previously served by the Authority and located immediately adjacent to the Township's municipal boundaries. Since the Township has indicated that it will not be seeking customers outside its corporate limits, and it does not otherwise hold itself out as available to serve members of the public outside its corporate limits, providing water and sewer service in this isolated instance would not be considered service "for the public." Therefore, the Township's potential provision of service to the extraterritorial customers located outside of, but immediately adjacent to, the Township's municipal boundaries would not be subject to the regulation of the PUC.<sup>3</sup> See *Petition of Cochranton Borough*, Docket No. P-2008-2035741 (Order entered May 19, 2009) (wherein the Commission concluded that the extraterritorial service to a "defined, privileged and limited" group was not subject to Commission jurisdiction).

I hope that this reply has adequately addressed the Township's concerns. Please be advised, however, that the opinion contained in this letter is provided to you only as a courtesy and is not binding upon the Commission. See 52 Pa. Code § 1.96. Furthermore, the opinion expressed herein is strictly limited to the facts and circumstance as described in your written request. Formal opinions are available in appropriate circumstances from the Commission in the form of declaratory orders. See 52 Pa. Code § 5.42 and 66 Pa. C.S. § 331(f).

Sincerely,

  
Bohdan R. Pankiw  
Chief Counsel

cc: Kathryn G. Sophy, Deputy Chief Counsel  
Stanley E. Brown, Assistant Counsel

---

<sup>3</sup> We also conclude that a similar contractual arrangement regarding the billing and service for these customers with the City of Allentown and Salisbury Township **as described** would not be subject to the regulation of the PUC since the Allentown and Salisbury customers are billed by their respective municipalities.



AMERICAN HERITAGE BUILDING  
4400 Walbert Avenue at Ridgeview Drive  
Allentown, Pennsylvania 18104  
Ph: 610.432.1900 F: 610.432.1707  
www.zatorlaw.com

[egaspar@zatorlaw.com](mailto:egaspar@zatorlaw.com)

February 2, 2017

**SENT CERTIFIED MAIL,  
RETURN RECEIPT REQUESTED**

Bohdan R. Pankiw  
Law Bureau Chief Counsel  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 3<sup>rd</sup> Floor, 4 North  
Harrisburg, PA 17120

ATTORNEYS AND  
COUNSELORS AT LAW

Joseph A. Zator II  
Andrew D. Hoffman  
Christopher M. McLean  
Jennifer R. Alderfer  
Stephanie A. Koenig  
Eric J. Gaspar

**RE: Opinion of Counsel that South Whitehall Township's Provision of Water and Sanitary Sewer Service to Customers Located Outside of the Township's Boundaries Would not Constitute Public Utility Service**

Dear Mr. Pankiw:

Pursuant to 52 Pa.Code § 1.96 and 52 Pa.Code § 69.1401(f), South Whitehall Township, a first class township situated in Lehigh County, Pennsylvania ("Township") requests the opinion of the Chief Counsel of the Law Bureau as to the Township's belief that the Township's possible future provision of water and sanitary sewer service, as described herein, would not constitute public utility service subject to the jurisdiction of the Pennsylvania Public Utility Commission ("PUC").

**Factual Background**

The South Whitehall Township Authority ("Authority") presently owns the water and sanitary sewer systems located in and around the Township. Being an Authority created pursuant to the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., the Authority is not subject to PUC regulation. The Board of Commissioners of the Township is considering adopting an ordinance compelling the dissolution of the Authority. Upon dissolution of the Authority, the Township would assume ownership and control of the water and sanitary sewer systems located in and around the Township.

The vast majority of water and sanitary sewer customers serviced by the Authority reside within the municipal boundaries of the Township. Aside from Township residents, the Authority provides water and sanitary sewer service to seven customers residing in adjacent Upper

Macungie Township and water service to two customers residing in adjacent North Whitehall Township. These customers are located immediately adjacent to the boundaries of the Township.

In total, the water system which would be transferred to the ownership of the Township upon dissolution of the Authority has 6,426 customer accounts. Of these customer accounts, only nine are located outside of the Township's municipal boundaries. The sanitary sewer system which would be transferred to the ownership of the Township has 6,638 customer accounts. Of these customer accounts, only seven are located outside of the Township's municipal boundaries. Although it does service this small number of customers outside of the Township's municipal boundaries, the Authority does not (and the Township would not upon assumption of ownership) hold itself out to the public as a provider of retail water and sanitary sewer services. A map showing the location of customers located outside of the Township's municipal boundaries is attached hereto as Exhibit "A".

(It is also noted that the Authority has a contract with the City of Allentown to provide water service to 20 Allentown residents whose properties straddle the border with the Township. Allentown bills these customers for the water service and reimburses the Township for the cost of the water. Similarly, the Authority has a contract with Salisbury Township to provide water and sewer services to 28 Salisbury Township residents whose properties straddle the border with the Township. Salisbury Township bills these customers for water and sewer services and reimburses the Township for the cost of the water and sewer access. The Township considers these connections to be Allentown and Salisbury Township customers respectively since they are billed by those municipalities.)

### **Township Resolution**

In the event the Township adopts an ordinance compelling dissolution of the Authority, the Township intends to pass a resolution which would specify that the Township will not permit new retail customer connections outside of the Township to the water and sanitary sewer systems without prior approval from the PUC. The resolution would further mandate that the Township will continue to provide water and sanitary sewer services to customers outside of the Township's boundaries under the same rates, rules, terms and conditions applicable to customers located within the boundaries of the Township. Lastly, the resolution would provide that it will not be repealed or expire without prior written notification to the PUC. A copy of the potential resolution described in this paragraph is attached hereto as Exhibit "B".

### **Legal Analysis**

As a general rule, a municipality is required to obtain a Certificate of Convenience from the PUC in order "to acquire, construct, or begin to operate, any plant, equipment, or other facilities for the rendering or furnishing to the public of any public utility service beyond its corporate limits." 66 Pa.C.S. § 1102(a)(5). However, it is respectfully submitted that the present facts implicate a well-established exception to the general rule.

Over the past decades, the PUC has issued numerous declaratory orders finding that a municipality's provision of service to a small number of customers located outside of the municipality's geographic boundaries, under circumstances very similar to the instant case, does not constitute public utility service subject to the jurisdiction of the PUC. See Petition of Borough of Cornwall, P-2015-2476211 (2016); Petition of City of Titusville, P-2013-2376600 (2014); Petition of Cochranon Borough, P-2008-2035741 (2009); Petition of Laceyville Borough, P-2008-2064117 (2008); Petition of New Albany Borough, P-00991775 (2000); Lehigh Valley Cooperative Farmers v. City of Allentown, 54 Pa.P.U.C. 495 (1980). Specifically, the PUC has concluded that a public utility service is not present where the following facts are present: (1) the municipality serves only a limited number of customers located outside its boundaries; (2) the customers receiving service outside of the municipality's boundaries are located within close proximity to those boundaries; (3) the municipality does not hold itself out as a public utility; (4) the municipality will not provide further connections to persons outside its boundaries; and (5) the municipality charges the same rates to customers located inside and outside its boundaries. Titusville, P-2013-2376600 at pp. 4-6.

The PUC has further held that a municipality which provides services to customers outside its boundaries is not acting as a public utility where the municipality adopts a resolution affirming that the service is offered under the same rates, rules, terms and conditions to both customers located both inside and outside the municipality. See Cornwall, P-2015-2476211 at pp. 36-37; Titusville, P-2013-2376600 at pp. 4-6.

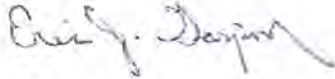
Here, the Township's situation mirrors the set of facts in Titusville which led the PUC to determine that that municipality was not providing a public utility service. Furthermore, in the event the Township pursues dissolution of the Authority, the Township fully intends to adopt a resolution providing that water and sanitary sewer services will be provided under the same rates, rules, terms and conditions to customers located both inside and outside the Township. For these reasons, the Township believes that its possible future provision of water and sanitary sewer service would not constitute public utility service subject to the jurisdiction of the PUC.

### **Request for Chief Counsel Opinion**

Based on the facts and legal considerations stated herein, the Township respectfully requests that Chief Counsel render an opinion as to the validity of the Township's belief that the Township's possible future provision of water and sanitary sewer services to a small number of customers located outside of the municipal boundaries of the Township would not subject the Township to the PUC's jurisdiction.

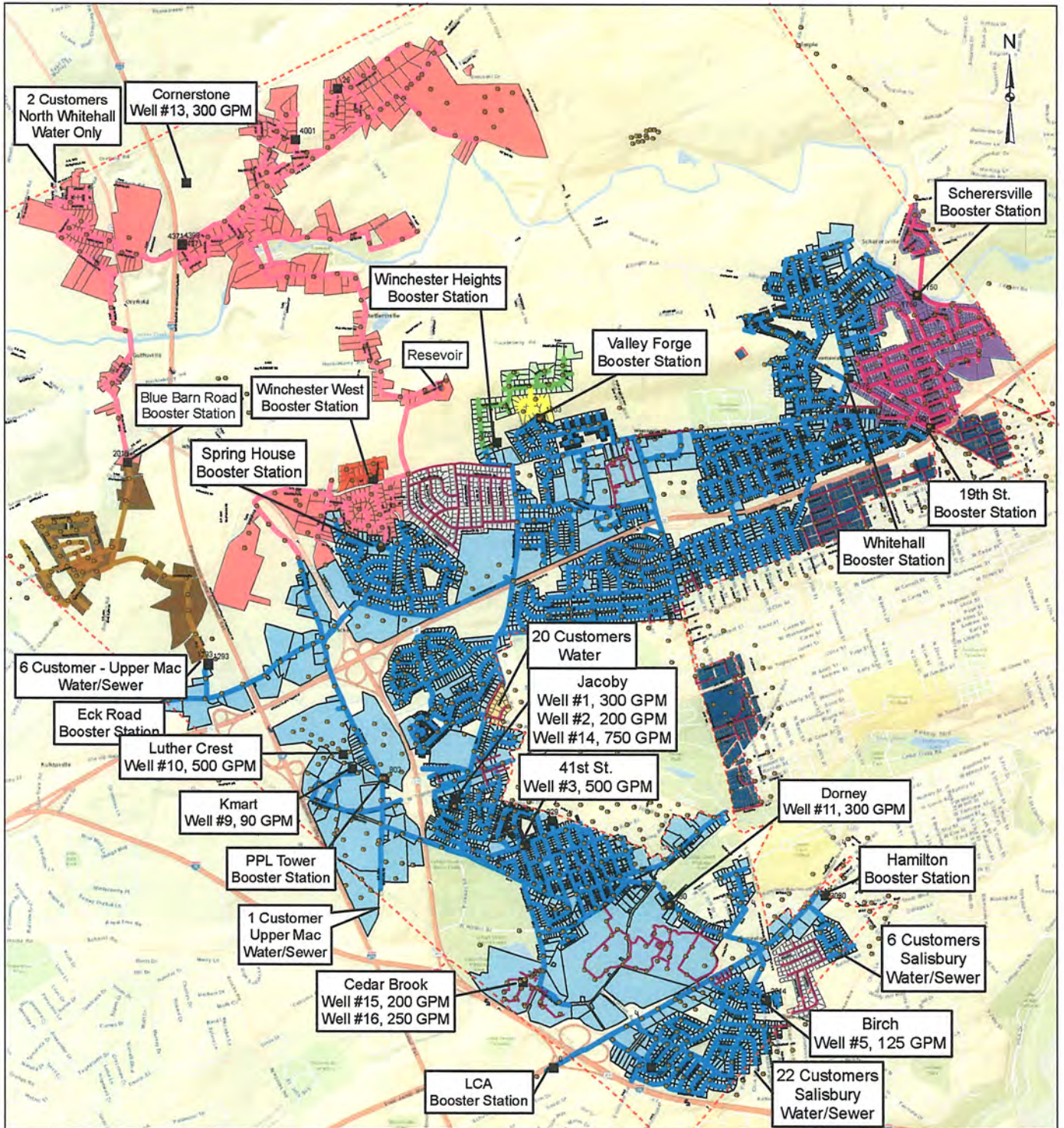
If you have any questions or require more information regarding the Township's potential future provision of water and sanitary sewer services, please do not hesitate to contact me. Thank you.

Very truly yours,



Eric J. Gaspar

cc: Howard L. Kutzler, South Whitehall Township Manager (via email)  
Renee Bickel, South Whitehall Township Assistant Manager (via email)



**Legend**

- Hydrants
- Township Line**
  - Township Limits
  - Township Border
  - Reservoirs
- Booster Stations**
  - Other
  - Booster Stations
  - Spring House Booster Station Suction Pressure from Southern System - Discharge Pressure to Northern System
- Water Mains**
  - 3rd Party-Managed Mains
  - Southern System Pressure Controlled by Water Tower Level
  - Northern System Pressure Controlled by Reservoir Tank Level
  - Winchester Heights Booster Station Suction Pressure from Southern System
  - Valley Forge Booster Station Suction Pressure from Southern System
  - Winchester West Booster Station Suction Pressure from Northern System
  - Eck Road Booster Station Suction Pressure From Southern System
  - Consecutive System Mains
- Pump Station**
  - AQUA PA System
  - Consecutive System
  - Direct Feed From City
  - Direct Feed To City
  - Eck Road System
  - Northern System
  - Southern System
  - Valley Forge
  - Winchester Heights
  - Winchester West

Water System Pressure Zones - Hydrants Included  
Lehigh County, Pennsylvania

0 2,220 4,440 6,660 8,880 11,100 Feet  
0 0.5 1 1.5 2 Miles

Date: 1/25/2017  
Drawn By: Vin Canuso  
Scale: 1 in = 2220 ft

South Whitehall Township

Exhibit "A"

**TOWNSHIP OF SOUTH WHITEHALL  
LEHIGH COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 2017-\_\_\_\_\_**  
**(Duly adopted \_\_\_\_\_, 2017)**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF SOUTH WHITEHALL TOWNSHIP, LEHIGH COUNTY,  
PENNSYLVANIA ESTABLISHING THE RATES, TERMS  
AND CONDITIONS UNDER WHICH THE TOWNSHIP  
WILL PROVIDE WATER AND SANITARY SEWER  
SERVICES TO CUSTOMERS LOCATED OUTSIDE OF  
THE TOWNSHIP'S MUNICIPAL BOUNDARIES**

**WHEREAS**, South Whitehall Township (“**Township**”) is a political subdivision, municipal corporation, and First Class Township of the Commonwealth of Pennsylvania, being a body both corporate and politic, situated in Lehigh County, duly established and lawfully existing under and pursuant to the First Class Township Code of the Commonwealth of Pennsylvania, 53 P.S. §§ 55101 et seq., as amended; and

**WHEREAS**, the South Whitehall Township Authority (“**Authority**”) is a municipal authority, organized and existing under the provisions of the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. § 5601 et seq., as amended and supplemented, this Authority having been incorporated on March 22, 1962 pursuant to appropriate action of the Board of Commissioners of South Whitehall Township; and

**WHEREAS**, the Authority owns assets comprising the water system and the sanitary sewer system which render water and sanitary sewer service to the residents of the Township and a small group of customers located outside of the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township has determined that the best interests of the citizens of the Township are served by dissolution of the Authority and transfer of ownership and control of the water system and sanitary sewer system from the Authority to the Township; and

**WHEREAS**, the Board of Commissioners of South Whitehall Township, acting pursuant to Section 5619 of the Municipality Authorities Act, 53 Pa.C.S. § 5619, adopted an ordinance on \_\_\_\_\_, 2017, directing the Authority to take all steps necessary to effectuate its dissolution; and

**WHEREAS**, upon dissolution of the Authority, ownership of the water system and sanitary sewer system will pass from the Authority to the Township; and

**WHEREAS**, the vast majority of water and sanitary sewer customers serviced by the Authority reside within the municipal boundaries of the Township; and

**WHEREAS**, the Authority, aside from the provision of water and sanitary sewer service to Township customers, provides water and sanitary sewer service to seven customers residing in adjacent Upper Macungie Township and water service to two customers residing in adjacent North Whitehall Township; and

**WHEREAS**, the water system being transferred to the ownership of the Township upon dissolution of the Authority has 6,426 total customers, with only nine located outside of, but immediately adjacent to, the Township's municipal boundaries; and

**WHEREAS**, the sanitary sewer system being transferred to the ownership of the Township upon dissolution of the Authority has 6,638 total customers, with only seven located outside of, but immediately adjacent to, the Township's municipal boundaries; and

**WHEREAS**, the Township believes that the Township's future provision of water and sanitary sewer service to the aforementioned customers located outside of the Township's municipal boundaries will not constitute public utility service subject to the jurisdiction of the Pennsylvania Public Utility Commission ("PUC"); and

**WHEREAS**, the Township requested that Chief Counsel of the Law Bureau of the PUC provide an Advisory Opinion as to whether the PUC will exercise jurisdiction over the Township's provision of water and sanitary sewer services to customer's located outside of the Township's municipal boundaries upon dissolution of the Authority and the Township's assumption of ownership of the water and sanitary sewer systems; and

**WHEREAS**, Chief Counsel of the Law Bureau of the PUC has provided the Township with an Advisory Opinion, a copy of which is attached hereto as Exhibit "1" and incorporated herein, whereby Chief Counsel renders its opinion that the PUC will not exercise jurisdiction over the Township's provision of water and sanitary sewer services to customer's located outside of the Township's municipal boundaries in the event the Township dissolves the Authority and assumes ownership of the water and sanitary sewer systems; and

**WHEREAS**, the Township seeks to ensure that the customers serviced by the water and sanitary sewer systems who are located outside of the Township will not be subject to discrimination with regard to rates and terms and conditions of service without the opportunity for PUC review and oversight.

**NOW, THEREFORE, BE IT ADOPTED AND RESOLVED**, by the Board of Commissioners of South Whitehall Township as follows:

**SECTION 1.**

Upon dissolution of the Authority, the Township shall continue to provide water and sanitary sewer services to all customers presently receiving that service from the Authority who are located outside of the municipal boundaries of the Township.



**SECTION 2.**

The Township shall, at all times in the future, apply the same rates, service terms and conditions to water and sanitary sewer customers located outside of the Township’s municipal boundaries as it does to water and sanitary sewer customers located within the Township’s municipal boundaries.

**SECTION 3.**

The Township will not approve any rates, service terms or conditions that do not treat water and sanitary sewer customers located outside of the Township’s municipal boundaries the same as water and sanitary sewer customers located within the Township’s municipal boundaries.

**SECTION 4.**

The Township will not, unless otherwise directed by a Pennsylvania regulatory agency, permit or add any new water or sanitary sewer customers or any new water or sanitary sewer connections outside of the Township’s municipal boundaries without the prior approval of the PUC.

**SECTION 5.**

This resolution shall not be repealed or expire without the prior written notification of its repeal or expiration to the PUC.

**DULY ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2017, by a majority of the Board of Commissioners of the Township of South Whitehall Township, Lehigh County, Pennsylvania, at a duly advertised meeting of the Board of Commissioners at which a quorum was present. As part of this Resolution, the Board of Commissioners has directed that the President, or Vice-President in the absence of the President, or Secretary in the absence of both the President and Vice-President, execute this Resolution on behalf of the Board.

**TOWNSHIP OF SOUTH WHITEHALL  
BOARD OF COMMISSIONERS**

\_\_\_\_\_  
Christina Tori Morgan, President

**ATTEST:**

\_\_\_\_\_  
Lenore Horos, Secretary

Exhibit "1"  
(Advisory Opinion)

***Attachment F – Public-to-Public System Transfer  
Clarification Request***

# SOUTH WHITEHALL TOWNSHIP

4444 Walbert Avenue, Allentown, PA 18104-1699  
www.southwhitehall.com • 610-398-0401

Scott Novatnak  
Planning Section Chief  
Department of Environmental Protection  
Northeast Regional Office  
2 Public Square  
Wilkes-Barre, PA 18711-0790

SENT VIA EMAIL TO [snovatnak@pa.gov](mailto:snovatnak@pa.gov)

June 14, 2023

**RE: Act 537 Official Plan – South Whitehall Township  
Public-to-Public Wastewater Disposal System Transfers  
Clarification Request**

Dear Mr. Novatnak:

Following the meeting held with you on Monday, April 17, 2023 at the Pennsylvania Department of Environmental Protection (PA DEP) Northeast Regional Office, South Whitehall Township officials have expeditiously commenced the administrative process of updating the adopted South Whitehall Township Act 537 Official Plan for the limited task of completing the Public-to-Public Wastewater Disposal Systems Transfers requirements in accordance with the outline which you provided during the meeting.

South Whitehall Township officials are appreciative of the thorough review of the relevant Act 537 (Pennsylvania Sewage Facilities Act) regulations that you offered during the April 17<sup>th</sup> meeting, and both employees and consultants of the Township have since begun to review and compile all documentation and/or information requested by your office.

While the work to review and compile the relevant materials remains ongoing, Township officials are respectfully requesting clarification regarding two (2) salient subjects, which are summarized as follows:

- **Transfer of Authority Legal Obligations and Property:** The stated interpretation that Act 537 provisions require all existing legal obligations, property and executed instruments of the Authority, including, but not necessarily limited to, easements, rights-of-way, transfers of land, and agreements to be transferred formally from the name of the South Whitehall Township Authority to South Whitehall Township prior to the completion and final PA DEP approval of the Public-to-Public Wastewater Disposal Systems Transfers process. (Act 537 Reference- 25 Pa. Code §71.61(d)(2))
- **PUC Involvement and Jurisdiction:** Consideration of any required Commonwealth of Pennsylvania Public Utility Commission (PUC) regulatory involvement prior to the Board of Commissioners undertaking any activities of the Authority; including, but not necessarily limited to, administering intermunicipal transfers of sewage that cross municipal boundaries and assessing transfer fees. (Act 537 Reference- 25 Pa. Code §71.61(d)(2))

## ***Transfer of Authority Legal Obligations and Property***

Prior to the Board of Commissioners approving legislative action in the form of an ordinance and multiple corresponding resolutions in May of 2017 to effectuate the eventual dissolution of the South Whitehall Township Authority (following the completion of several itemized crucial steps- some of which have been completed to date and some of which still need to be completed), significant legal research was undertaken by the Township Solicitor. The transfer of Authority property (including any relevant legal obligations and instruments) to the Township is accomplished automatically by operation of law upon recording of the Certificate of Termination of the Authority in accordance with the Municipality Authorities Act (53 Pa.C.S. § 5619) and based upon precedent established in Twp. of Forks v. Forks Twp. Mun. Sewer Auth., 759 A.2d 47, 52 (Pa. Commw. Ct. 2000); the Certificate is also filed with the Secretary of the Commonwealth of Pennsylvania. Section 5619 of the Municipality Authorities Act is provided below for reference:

*(a) Conveyance of projects.--When an authority has finally paid and discharged all bonds, with interest due, which have been secured by a pledge of any of the revenues or receipts of a project, the authority may, subject to agreements concerning the operation or disposition of the project, convey the project to the municipality creating the authority or, if the project is a public school project, to the school district to which the project is leased.*

*(b) Conveyance of property.--When an authority has finally paid and discharged all bonds issued and outstanding and the interest due on them and settled all other outstanding claims against it, the authority may convey all its property to the municipality or municipalities or, if the property is public school property, then to the school district for which the property was financed, and terminate its existence.*

*(c) Certificate.--An authority requesting to terminate its existence must submit a certificate requesting termination to the municipality which created it. If the certificate is approved by the municipality by its ordinance or resolution, the certificate shall be filed in the office of the Secretary of the Commonwealth; and the secretary shall note the termination of existence on the record of incorporation and return the certificate with approval to the board. The board shall cause the certificate to be recorded in the office of the recorder of deeds of the county. Upon recording, the property of the authority shall pass to the municipality or municipalities or, if the property is public school property, then to the school district for which the property was financed; and the authority shall cease to exist.*

I will note that soon after the Board of Commissioners decided to proceed with dissolution of the Authority, steps were taken to address discharging all debt of the South Whitehall Township Authority. It was accomplished through the Township paying off all debt of the Authority in order to fulfill one of the requirements of Subsection (a) above.

You also should be aware that soon after the Board of Commissioners voted to proceed with formal dissolution of the South Whitehall Township Authority, the Authority Board Members effectively resigned from their roles on the Board, leaving no Board Members. However, prior to that happening the statutorily required Certificate of Termination was executed and placed in escrow with the Township Solicitor. It has always been intended that when the steps for dissolution have been completed, that document will be released from escrow for recording and filing as envisioned by the statute.

In order for the Certificate of Termination to be recorded/filed, Township officials are cognizant of the fact that the abridged Act 537 Public-to-Public Transfer process must first be completed. We were happy to hear that you acknowledged and agreed that the abridged Act 537 Public Transfer process may be followed. Several years ago, I believe the Township received different

guidance, and that is a significant contributor to the delay in completing the dissolution process. I feel that now we are in a much better position to complete that dissolution process.

However, the stated Act 537 interpretation that the Township must legally transfer all existing legal obligations and executed instruments from the Authority to the Township in order to complete this process is neither warranted nor practicable when this action will automatically be completed upon the eventual filing of the Certificate of Termination. As you well know, many of these agreements were executed long ago with individuals or entities that may no longer exist, and to now require the Township to execute new agreements is a particularly onerous and near impossible task.

South Whitehall Township officials will complete all other aspects of the Public-to-Public Wastewater Disposal Systems Transfers process; however, the Township respectfully requests that the Department recognize and allow the transfer of legal obligations and property by way of the statutorily defined process set forth in the Municipality Authorities Act, 53 Pa.C.S.A. § 5601 et seq., as recited above. The process set forth in the Municipality Authorities Act is a cleaner mechanism by which to accomplish the same desired result of the dissolution of the Authority and the associated transfer of all relevant property and legal obligations from the Authority to the Township. That is the path South Whitehall began in 2017, and the Township would like very much to conclude the process following that path.

### ***PUC Involvement and Jurisdiction***

The Township Solicitor's previous legal research included a direct inquiry sent to the Office of the Chief Counsel of the PUC as to whether the transfer of the Authority to the Township would fall under the jurisdiction of the PUC. The response of the Chief Counsel of the PUC dated March 22, 2017 is incorporated herein as though more fully set forth at length as Exhibit "A".

While the letter issued by the PUC speaks for itself, it is clear that the stated opinion of the PUC Chief Counsel is that the Township does not provide services to the public as a whole and only to individuals (even to those customers across municipal boundaries in the municipalities of Upper Macungie Township, Salisbury Township and Lower Macungie Township). As such, the Township and the Authority are not subject to the jurisdiction of the PUC, as confirmed by the Chief Counsel of the PUC.

### ***Conclusion/Meeting***

The purpose of sending this letter to you is to ensure that Township officials are focusing on the appropriate requirements of the Public-to-Public Wastewater Disposal Systems Transfers process with the intention of providing all requested documentation in a timely manner. Indeed, it is the intent of Township officials to allow for an expeditious processing of the submission so that both the Township and PA DEP can realize the end goal of formally dissolving the South Whitehall Township Authority.

Because of the statutory and caselaw precedent described above that formed the basis for proceeding with dissolution of the Authority, the Township will proceed in a manner consistent with the foregoing unless you inform me that a different approach is required. If you feel that a different approach is required, we request the opportunity to arrange a meeting to include the Township Solicitor and other Township officials to further discuss the subject matter described in this letter and any differing statutory, regulatory and/or caselaw authority on which you are relying to require that the Township proceed in a different manner.

If you have any questions or require any additional information, please do not hesitate to contact the undersigned.

Sincerely,



**Thomas R. Petrucci**  
Township Manager

Enclosure (Exhibit "A")

cc: Staci Shoemaker, Environmental Engineering Specialist, PA DEP (via email)  
Herb Bender, Director of Operations (via email)  
Joseph Zator, Township Solicitor (via email)  
Jennifer Alderfer, Assistant Township Solicitor (via email)  
David Manhardt, Director of Community Development (via email)  
Mike Elias, Utilities & MS4 Program Coordinator (via email)  
Jason Newhard, Manager, SSM Group (via email)



COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE

March 22, 2017

Eric J. Gaspar, Esquire  
Zator Law  
American Heritage Building  
4400 Walbert Avenue at Ridgeview Drive  
Allentown, PA 18104

Re: Request for a Legal Opinion Regarding Water and Sewer Service by South Whitehall Township to Customers Located Outside of the Township's Boundaries

Dear Mr. Gaspar:

By letter dated February 2, 2017, you have requested a legal opinion as to whether water and sewer service by South Whitehall Township (Township) to a small number of extraterritorial customers located outside of, but immediately adjacent to, the Township's municipal boundaries, constitutes public utility service subject to the jurisdiction of the Pennsylvania Public Utility Commission (PUC or Commission).

According to the information provided in the February 2, 2017, the South Whitehall Township Authority (Authority) presently owns a water and wastewater system located in and around the Township. Being an Authority created pursuant to the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. §§ 5601, *et seq.*, the Authority is not subject to PUC regulation. The Board of Commissioners of the Township is considering adopting an ordinance compelling the dissolution of the Authority. Upon dissolution of the Authority, the Township would assume ownership and control of the water and sewer systems located in and around the Township.

In your letter, you indicate that the vast majority of water and sewer customers serviced by the Authority reside within the municipal boundaries of the Township. Aside from Township residents, the Authority provides water and sewer service to seven customers residing in adjacent Upper Macungie Township and water service to two customers residing in adjacent North Whitehall Township.

In total, the water system which would be transferred to the Township upon dissolution of the Authority has 6,426 customer accounts. Of these customer accounts, only nine are located outside of the Township's municipal boundaries. The sewer system, which would be transferred to the ownership of the Township, has 6,638 customer accounts. Of these customer accounts, only seven are located outside of the



Township's municipal boundaries.<sup>1</sup> A map showing the location of the extraterritorial customers was attached to the February 2, 2017 letter as Exhibit "A."

You further indicate in the letter that, in the event the Township adopts an ordinance compelling dissolution of the Authority, the Township will not in the future permit retail customer connections beyond its municipal boundaries without prior approval by the Commission. The Township will continue to provide water and sewer service to the extraterritorial customers under the same rates, rules, terms, and conditions applicable to customers within the Township. To this end, the Township has attached to the February 2, 2017 letter as Exhibit "B" a copy of the potential resolution described in this paragraph.<sup>2</sup> Accordingly, you have requested a legal opinion regarding jurisdiction.

The Public Utility Code, 66 Pa. C.S. §§ 101-3316, and case law decided thereunder, govern whether the Township's potential service to the extraterritorial customers is subject to PUC regulation. Section 1501 provides that "any public utility service being furnished or rendered by a municipal corporation beyond its corporate limits shall be subject to regulation and control by the Commission ... as if such service were rendered by a public utility." 66 Pa. C.S. § 1501. Section 102 defines a "public utility" as "any person or corporations now or hereafter owning or operating in this Commonwealth equipment or facilities for: (ii) diverting, developing, pumping, impounding, distributing or furnishing water to the public for compensation, and (vii) sewage collection, treatment, or disposal for the public for compensation." 66 Pa. C.S. § 102(1)(ii) and (vii). Thus, under the Public Utility Code, extraterritorial water or sewer service rendered by municipalities would be subject to the Commission's jurisdiction when the service is provided "for the public."

The question of whether a given service is within the Commission's regulatory jurisdiction under the Public Utility Code depends upon the circumstances and facts of each case. A utility is considered to be providing service "for the public" when it represents itself as serving all members of the public who require service, as opposed to serving only particular individuals. *Waltman v. Pa. Public Utility Commission*, 596 A.2d 1221, 1223 (1991), *aff'd*, 621 A.2d 994 (Pa. 1993), *citing Drexelbrook v. Pa. Public Utility Commission*, 212 A.2d 237 (Pa. 1965).

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<sup>1</sup> It is also noted that the Authority has contractual arrangements with the City of Allentown and Salisbury Township to provide water service to 20 Allentown residents whose properties straddle the border with the Township and 28 Salisbury Township residents whose properties straddle the border with the Township. Both Allentown and Salisbury send bills to their respective customers and reimburses the Township for the cost of the water and sewer access.

<sup>2</sup> The potential resolution states, in pertinent part: (1) the Township shall continue to provide water and sewer service to the existing extraterritorial customers; (2) the Township will apply the same rates to the extraterritorial customers as it does to the customers within the Township limits; (3) the Township will not add any extraterritorial customers without the prior approval of the PUC; and (4) the resolution shall not be repealed or expire without the prior written notification of its repeal or expiration to the PUC.

Based upon the information provided in the February 2, 2017 letter, it is my opinion that, in this instance, the Township, upon dissolution of the Authority and assumption of ownership and control of the water and sewer systems by the Township, would not be providing extraterritorial service to the general public but only to those extraterritorial customers previously served by the Authority and located immediately adjacent to the Township's municipal boundaries. Since the Township has indicated that it will not be seeking customers outside its corporate limits, and it does not otherwise hold itself out as available to serve members of the public outside its corporate limits, providing water and sewer service in this isolated instance would not be considered service "for the public." Therefore, the Township's potential provision of service to the extraterritorial customers located outside of, but immediately adjacent to, the Township's municipal boundaries would not be subject to the regulation of the PUC.<sup>3</sup> See *Petition of Cochranton Borough*, Docket No. P-2008-2035741 (Order entered May 19, 2009) (wherein the Commission concluded that the extraterritorial service to a "defined, privileged and limited" group was not subject to Commission jurisdiction).

I hope that this reply has adequately addressed the Township's concerns. Please be advised, however, that the opinion contained in this letter is provided to you only as a courtesy and is not binding upon the Commission. See 52 Pa. Code § 1.96. Furthermore, the opinion expressed herein is strictly limited to the facts and circumstance as described in your written request. Formal opinions are available in appropriate circumstances from the Commission in the form of declaratory orders. See 52 Pa. Code § 5.42 and 66 Pa. C.S. § 331(f).

Sincerely,

  
Bohdan R. Pankiw  
Chief Counsel

cc: Kathryn G. Sophy, Deputy Chief Counsel  
Stanley E. Brown, Assistant Counsel

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<sup>3</sup> We also conclude that a similar contractual arrangement regarding the billing and service for these customers with the City of Allentown and Salisbury Township **as described** would not be subject to the regulation of the PUC since the Allentown and Salisbury customers are billed by their respective municipalities.



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