



CITY OF BETHLEHEM
OFFICE OF THE CITY SOLICITOR

INTEROFFICE MEMORANDUM

To: Louise M. Kelchner, City Clerk

cc: The Honorable Robert J. Donchez, Mayor
Edward J. Boscola, PE, Director – Water and Sewer Resources

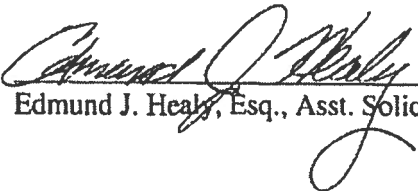
From: Edmund J. Healy, Assistant City Solicitor

Re: Ordinance Approving Intergovernmental Cooperation Agreement with East Allen Township

Date: April 7, 2017

Attached is a proposed ordinance to approve an intermunicipal agreement with East Allen Township. Under the Agreement, the City would provide bulk sanitary sewage treatment services to a portion of East Allen Township and individualized billing and collection services behalf of the Township.

Please place this matter on City Council's agenda for review and appropriate action.


Edmund J. Healy, Esq., Asst. Solicitor

BILL NO. _____

ORDINANCE NO. 2017 - _____

AN ORDINANCE OF THE CITY OF BETHLEHEM, COUNTIES OF LEHIGH AND NORTHAMPTON, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING AN INTERMUNICIPAL AGREEMENT BETWEEN THE CITY OF BETHLEHEM AND THE TOWNSHIP OF EAST ALLEN UNDER WHICH THE CITY SHALL PROVIDE BULK SANITARY SEWAGE TREATMENT SERVICES TO THE TOWNSHIP AND INDIVIDUALIZED BILLING AND COLLECTION SERVICES BEHALF OF THE TOWNSHIP.

THE COUNCIL OF THE CITY OF BETHLEHEM HEREBY ORDAINS AS FOLLOWS:

Section 1. There is hereby adopted and ratified an Agreement for intergovernmental cooperation between the City of Bethlehem (“City”) and the Township of East Allen (“Township”). A copy of the Agreement is attached hereto and incorporated by reference herein. The Mayor and Controller are hereby authorized to execute the Agreement on behalf of the City of Bethlehem.

Section 2. This Agreement is entered into pursuant to the provisions of 53 Pa.C.S.A. §2303-2307:

- (a) The purpose of this Agreement is to establish the terms and conditions under which the City shall provide bulk sanitary sewage treatment services to the Township and individualized billing and collection services behalf of the Township
- (b) With respect to the provision of sewage treatment services by the City to the Township, the duration of the agreement shall be perpetual.
- (c) With respect to the provision of individualized billing and collection services by the City on behalf of the Township, the duration of the agreement shall be perpetual unless and until discontinued by either party upon one hundred eighty (180) days’ notice to the other of them.

Section 3. Upon proof of execution of this Agreement by all parties thereto, all City officials and employees are authorized to take such actions as are necessary and appropriate to implement the terms and conditions of the said Agreement.

Section 4. The invalidity of any section or provision of this ordinance herein adopted shall not invalidate other sections or provisions thereof.

Section 5. All Ordinances and parts of Ordinances inconsistent herewith be, and the same are hereby repealed.

Sponsored by _____

PASSED finally in Council on this _____ Day of _____, 2017.

President of Council

ATTEST:

City Clerk

This Ordinance approved this _____ day of _____, 2017.

Mayor

EAST ALLEN TOWNSHIP SEWER SERVICE AGREEMENT

THIS SERVICE AGREEMENT, dated as of the _____ day of _____, 2017, by and between the

CITY OF BETHLEHEM, a municipal corporation being a City of the Third Class, subject to the Optional Third Class City Charter Law, organized and existing under the laws of the Commonwealth of Pennsylvania, its constituent parts being split by law between Northampton County and Lehigh County, Pennsylvania with principal administrative offices at City Hall, 10 E. Church Street, Bethlehem, PA 18018 (hereinafter referred to as “City”), party of the first part;

and

TOWNSHIP OF EAST ALLEN, a Township of the Second Class organized and existing under the laws of the Commonwealth of Pennsylvania, located at 5344 Nor-Bath Boulevard, East Allen Township, c/o Northampton Post Office, Northampton County, PA 18067 (hereinafter referred to as “East Allen Township”).

WITNESSETH:

WHEREAS, East Allen Township has constructed, will construct, and/or otherwise shall have become the owner of a wastewater collection system, including all related and necessary facilities, for the purpose of rendering sanitary sewer service in and for certain portions of East Allen Township (the “East Allen Sewer System”); and

WHEREAS, City has constructed a wastewater collection and treatment system for the purpose of rendering sanitary sewer service in and for the City; and

WHEREAS, Township of Hanover, Northampton County, Pennsylvania (“Hanover Township”) has constructed a wastewater collection system, including all related and necessary facilities, for the purpose of rendering sanitary sewer service in and for Hanover Township (the “Hanover Sewer System”); and

WHEREAS, Hanover Township and East Allen Township have or will enter into an agreement pursuant to which Hanover Township grants authority to East Allen Township to discharge wastewater from certain areas of East Allen Township into and through the Hanover Sewer System for transmission to the City Sewer System and eventual transmission through the City Sewer System to the City's Wastewater Treatment Plant for treatment and disposal; and

WHEREAS, the existing Wastewater Treatment Plant has capacity to meet the projected needs of the City and various adjacent municipalities, including Hanover Township, Northampton County, for which City is obligated to provide sewage treatment service under existing agreements; and

WHEREAS, City is in the process of upgrading its Wastewater Treatment Plant to enhance treatment efficiencies and to add additional treatment capacity; and

WHEREAS, East Allen Township has expressed an interest in acquiring from the City up to 61,100 gallons per day in waste water treatment capacity currently owned by the City in order to serve a residential development proposed by Toll Brothers consisting of 232 residential dwelling units and a clubhouse to be owned and managed, along with a pool, by a homeowners association, all located along the west side of Route 512 immediately north and abutting the boundary between East Allen Township and Hanover Township as shown on Exhibit 'A'; and

WHEREAS, City is willing to make the allocation of wastewater treatment capacity for East Allen Township upon receipt of satisfactory commitments from East Allen Township that it shall pay its fair share of the cost of that portion of the Wastewater Treatment Plant upgrade and enhancement that provides capacity and treatment; and

WHEREAS, East Allen Township and City desire to establish the terms and conditions under which treatment capacity in the Wastewater Treatment Plant will be provided to East Allen Township, how payment of its share of treatment capacity will be paid by East Allen Township to City, and other related matters to be addressed by and between East Allen Township and City, including, but not limited to, provisions for maintenance and repair of the East Allen Sewer System, billing services regarding East Allen Township properties to which sewer services are provided, and the creation of future capital reserves.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Definitions: The following terms and phrases, for purposes of this Agreement, shall have the following meanings, unless the context clearly otherwise requires:

“Act” means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. § 1251, *et seq.*

“City Sewer Collection System” shall mean a series of interconnected pipes constituting a sewage collection system owned by City which is located within the City, including all related and necessary pumps, manholes, connections, facilities and other appurtenances, which collect and convey sewage and wastewater from buildings and properties within the City, and from interconnected pipes owned by other municipalities which transport sewage and wastewater from those municipalities to the Wastewater Treatment Plant for treatment, together with future additions, alterations and improvements thereto.

“City Sewer System” shall mean the City Sewer Collection System and the Wastewater Treatment Plant.

“Consulting Engineers for City” or “Consulting Engineers” shall mean engineering firms or professional engineers having a favorable reputation for skill and experience in the construction and operation of sewage treatment plants, registered in Pennsylvania and employed or contracted by City.

“Cost of Operation of the City Sewer System” shall mean the actual operating and maintenance costs and expenses or the estimated operating and maintenance costs and expenses, as applicable, required in operating, repairing and maintaining City Sewer System, including, without limitation: salaries and wages of operating, supervisory and administrative personnel engaged directly in the operation, repair and maintenance of the City Sewer System, including benefits, which currently include pensions, social security and employment taxes, workers compensation premiums, health and accident premiums all allocated in accordance with time spent by each such employee in matters directly related to the City Sewer System except with regard to Costs and Expenses of Wastewater Treatment Plant Enhancements and Improvements

which are recovered or reimbursed separately; power; the cost to acquire, store, apply and utilize fuel, materials, supplies, pipes, appurtenances, equipment and tools used or employed in the operation and maintenance of the City Sewer System; costs of purchase, storage and application of chemicals and bioagents used or supplied in the operation and maintenance of the City Sewer System; the cost of maintenance and repairs (including minor replacements), and costs of any minor work done under any contract with respect to the City Sewer System, or both; fees and expenses of attorneys, engineers and accountants for services performed in connection with the management, operation and maintenance of the City Sewer System, in compliance with the terms hereof; premiums for casualty and liability insurance on the City Sewer System; cost of storing, hauling, dumping and disposal of residue or sludge from the City Sewer System, including composting; and all other costs and expenses not of a capital nature (but including capital costs reasonably necessary for assuring continued compliance with Federal and Commonwealth regulations and permit requirements), reasonably incurred and properly attributable, under sound engineering and accounting practice, to the operation, maintenance and/or repair of the City Sewer System, from time to time, but not including Costs and Expenses of Wastewater Treatment Plant Enhancements and Improvements which are recovered or reimbursed separately. Written records and accounts of all such costs and expenses shall be prepared and maintained by City and such accounts and records may be inspected at reasonable times by East Allen Township, its agents and representatives.

All Federal and/or State contributions or grants in aid received by City, Bethlehem Authority, East Allen Township or by any other municipality or municipal authority using the Wastewater Treatment Plant which are properly allocable to the Cost of Operation of the City Sewer System, as above defined, shall be paid over to City and/or used by City to pay any portion of the Cost of Operation of the City Sewer System and shall be deducted before determining such annual Cost of Operation of the City Sewer System.

“DRBC” means the Delaware River Basin Commission, or its successor.

“Costs and Expenses of Wastewater Treatment Plant Enhancements and Improvements” (a portion of which shall be allocated to East Allen Township as the “East Allen Share,” as that term is defined in section 4), shall mean the actual costs or expenses or the

estimated costs or expenses, as applicable, incurred and to be incurred by City and required to increase the hydraulic or organic capacity of the Wastewater Treatment Plant to, inter alia, accommodate a reservation of the Treatment Capacity Allocation for East Allen Township, including, without limitation: an allocation of the salaries and wages of operating, supervisory and administrative personnel engaged directly in the planning, design, permitting, construction, inspection and certification of the completion of improvements and enhancements to the Wastewater Treatment Plant necessary to provide treatment plant capacity to East Allen Township of 61,100 gpd, including pensions, social security and employment taxes, worker's compensation premiums, health and accident premiums related to said personnel; permit fees and other expenses related thereto; contractor costs and expenses; materials and capital acquisitions; fees and expenses of Consulting Engineers and other professionals employed by City regarding same; and all other costs and expenses reasonably incurred and properly attributable, under sound engineering and accounting practice, to such improvements and enhancements; including interest and carrying costs on funds expended and debt incurred before payment by East Allen Township of the East Allen Share, as determined in section 4 of this Agreement.

"East Allen Customer" or "Customer" means a person, business or entity of any kind or nature permitted by this Agreement to place sewage into the East Allen Sewer System from property owned by such person, business or entity and located within the East Allen Service Area.

"East Allen Service Area" means that portion of East Allen Township authorized by City and Pa. DEP to collect and transport sanitary sewage to be treated at the Wastewater Treatment Plant, as shown on **Exhibit A** hereto.

"East Allen Sewer System" means the sanitary sewage collection system and sanitary sewage treatment and disposal facilities, if any, including all related and necessary facilities, to be acquired, constructed, or otherwise permitted, owned or operated within East Allen Township, and/or otherwise taken over by East Allen Township, which transmit sanitary sewage and wastewater to be treated in the Wastewater Treatment Plant, and includes (i) sanitary sewer laterals within public rights-of-way and easements to and including shut off valves, if any, and (ii) any pumping station, master meter, and/or force main up to the connection to the

Hanover Sewer System. The City shall not have any ownership interest in the East Allen Sewer System or any part thereof.

“East Allen Share” shall mean those portions of the cost of the City Sewer System Enhancements and Improvements to be paid by East Allen Township as set forth in section 4 of this Agreement.

“Equivalent Dwelling Unit” means 250 gpd, which is an approximation of the average amount of waste water customarily discharged to a sewer collection system from a typical single family dwelling over a twenty-four (24) hour period.

“Fiscal Year” shall mean the period of twelve (12) months beginning January 1 and ending the following December 31.

“GPD” or **“gpd”** means gallons per day.

“Hanover Sewer System” shall mean the sewage collection system, and all related and necessary facilities located within Hanover Township and used to transmit sewage and waste water to be treated in the Wastewater Treatment Plant.

“Holding Tank Waste” means any waste from holding tanks such as, but not limited to, treatment units, vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

“I&I” means infiltration and inflow.

“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 wastewater and/or industrial waste is or may be discharged.

“Indirect Discharge” means the discharge or the introduction of pollutants from any non-domestic source regulated under Section 307 (b) or (c) of the Act (33 U.S. § 1317), into the Wastewater Treatment Plant (including Holding Tank Waste discharged into the City Sewer System).

“Industrial User” means a source of Indirect Discharge.

“National Pretreatment Standard” or “National Standard” means any regulation containing pollutant discharge limits promulgated by the USEPA in accordance with Section 307(b) and (c) of the Act, which applies to Industrial Users. This term includes categorical standards and the prohibitive discharge standards or local limits established pursuant to 40 CFR § 403.5.

“Pa. DEP” means the Pennsylvania Department of Environmental Protection, or its successor.

“Person” or “Persons” means an individual, a partnership, an association, a corporation, a joint stock company, a trust, an unincorporated association, a governmental body, a political subdivision, a municipal corporation, a municipality, a municipality authority or any other group or legal entity;

“Pretreatment Requirements” means any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard imposed on an Industrial User.

“Pretreatment Standard” means National Pretreatment Standard.

“Sewage,” “Wastewater,” “Domestic Waste,” and “Sanitary Waste” each mean water and organic effluent which are the waste product of human domestic activity, as well as water and organic effluent from processing, industrial, and manufacturing activities whether or not pretreated in a manner consistent with standards established by the USEPA to reduce it to organic load parameters.

“Treatment Capacity Allocation” is defined in section 3 of this Agreement.

“USEPA” means United States Environmental Protection Agency, or its successor.

“Wastewater Treatment Plant” means all facilities used by the City for the treatment of sewage, including the discharge of treated effluent and removal and disposal of

materials removed from sewage and wastewater through the treatment or waste separation process.

2. Construction of East Allen Sewer System:

A. East Allen Township agrees to accept title to a sanitary sewer system constructed by a private party and/or build a sewer system, i.e., either of which, and together, shall be considered the East Allen Sewer System, sufficient to serve customers in the East Allen Service Area, and to connect the East Allen Sewer System to the existing Hanover Sewer System in a manner necessary for wastewater from the East Allen Service Area to be conveyed to the Wastewater Treatment Plant, at East Allen Township's sole cost and expense, and to do so in a good and workmanlike manner. City shall have the right to inspect the construction of the East Allen Sewer System utilizing individuals retained by City at such times and for such durations as City chooses, at East Allen Township's sole cost and expense, to 1) assure that the construction will minimize I&I of ground water and surface water into the East Allen Sewer System; 2) assure that pipe size, grades and pumps are adequate to permit sewage to properly flow to the Wastewater Treatment Plant; and 3) assure that the East Allen Sewer System is secure from the introduction of unauthorized sewage and other debris, waste and materials. The construction of the East Allen Sewer System shall include the construction of one (1) pumping station, which shall be owned by East Allen Township and which shall be operated, maintained and repaired by the City ("Pumping Station").

B. East Allen Township shall secure all permits and approvals required by the Pa. DEP and the DRBC, and any other governmental regulatory body for the construction of the East Allen Sewer System, and for its connection to the Hanover Sewer System.

3. Transfer of Allocation of Wastewater Treatment Plant Capacity from City to East Allen Township: East Allen Township shall be permitted to discharge a hydraulic flow of sewage and wastewater into the Wastewater Treatment Plant through the City Sewer System in a volume, inclusive of any inflow and infiltration, not to exceed 61,100 gpd averaged over any consecutive one hundred twenty (120) day period, provided that in no event shall the peak hydraulic flow (measured over any consecutive five (5) day interval) exceed 61,100 gpd by more than 150%. The hydraulic flow volume of sewage and wastewater allocated to East Allen

Township as set forth in this section 3 shall be hereinafter referred to as the “Treatment Capacity Allocation”.

4. Wastewater Treatment Plant Capital Cost Allocation: In order for City to fulfill its obligation to East Allen Township to provide the Treatment Capacity Allocation, substantial enhancements and improvements to the Wastewater Treatment Plant are required. East Allen Township agrees to pay to the City the sum of \$730,600.00 for its pro rata share of the costs and expenses related to such enhancements and improvements (the “East Allen Share”)¹ which are currently planned in order for the Wastewater Treatment Plant to reasonably accommodate the Treatment Capacity Allocation desired by East Allen Township. Payment Terms as follows: \$146,120.00 due and payable within 60 days of the date of execution of this Agreement, followed by four additional payments of \$146,120.00 due and payable on each of the four succeeding six-month anniversaries of the date of execution of this Agreement, with the end result that payment in full shall have been made no later than 24 months from the date of execution of this Agreement.² Sums subsequently required for Wastewater Treatment Plant improvements necessary to reasonably accommodate the Treatment Capacity Allocation hereby reserved may be subsequently assessed at the same rate charged to customers of the City whose service addresses is/are found within the corporate limits of the City.

5. Excess Treatment Plant Capacity: East Allen Township shall not be entitled to Wastewater Treatment Plant capacity in excess of the Treatment Capacity Allocation without a separate written agreement or amendment hereto executed by both City and East Allen Township.

¹ East Allen Township’s pro rata share of costs and expenses includes costs associated with structuring and administering debt and loans acquired to finance the enhancements and improvements, debt service on such debt at rates actually incurred by City, interest on unborrowed funds used for enhancements and improvements at the average borrowing rate for funds borrowed for enhancements and improvements, reimbursement for the time value of funds expended before the time of payment referenced in this section 4. East Allen Township’s pro rata share shall not include costs and expenses incurred in routine Wastewater Treatment Plant and City Sewer Collection System maintenance which does not increase treatment or transmission capacity made available to East Allen Township. The amount set forth in this section is agreed by both parties to reflect these allocation parameters.

² By way of example, assuming this Agreement is executed on July 1, 2016, the payments due from East Allen Township shall become due as follows: payment #1: \$146,120.00 on/before September 1, 2016; payment #2: \$146,120.00 on/before January 1, 2017; payment #3: \$146,120.00 on/before July 1, 2017; payment #4: \$146,120.00 on/before January 1, 2018; and final payment: \$146,120.00 on/before July 1, 2018.

6. Service to Customers in the East Allen Service Area:

A. No sewage or wastewater shall enter the East Allen Sewer System until all of the following shall have occurred:

- 1) City shall have approved the design plans and specifications for the East Allen Sewer System to be constructed by East Allen Township or a third party contractor as a required improvement in accordance with the provisions of the 53 PS § 10509 of the Municipalities Planning Code;**
- 2) approval of East Allen Township's revised Act 537 Plan by City and Pa. DEP;**
- 3) a water quality permit has been issued which permits East Allen Township wastewater to be conveyed to the Wastewater Treatment Plant;**
- 4) Pa. DEP and the DRBC have approved the Wastewater Treatment Plant for discharge of treated East Allen Township wastewater (if required by law);**
- 5) a certificate of substantial completion has been issued by East Allen Township to the responsible general contractor for the construction of the East Allen Sewer System;**
- 6) installation of appropriate and functional meters, manholes and monitoring ports at the point of intermunicipal connection between the East Allen Sewer System and the Hanover Sewer System, utilizing such metering devices as are mutually acceptable to East Allen and City;**
- 7) delivery to City of a copy of the bill of sale conveying all right, title and interest from the responsible contractor of the relevant improvements constituting the East Allen sanitary sewer system, including any deeds of easement or deeds of fee simple interest wherein such improvements are found, to the East Allen Township, along with proof of acceptance thereof by East Allen Township;**
- 8) advance written approval to connect the East Allen Sewer System to the Hanover Sewer System shall have been given by the City Engineer and Wastewater Treatment Plant operator;**
- 9) the connection between the East Allen Sewer System and the Hanover Sewer System shall have been completed and approved in writing by duly-designated representatives of Hanover Township, East Allen Township, and the City as meeting all relevant construction standards and that the constructed connection prevents ground water and surface water from entering the same;**
- 10) installation of a master meter deemed satisfactory to City to monitor flows from the East Allen Sewer System shall have been completed and approved by the City, such meter being positioned as close as practicable upstream to the point of intermunicipal connection between East Allen Township and Hanover**

Township. At the time of execution of this Agreement, such point of intermunicipal connection is designated as the pumping station to be erected within an approximate radius of 200 feet of manhole #5 shown on the Utility Plan, sheet 28 of 84 of the Preliminary Plan of "Regency at Creekside Meadows" dated September 14, 2015, last revised November 14, 2016, Reference No. SD06.01, bearing the seal of Jeffrey M. Madden, P.E., prepared by ESE Consulting, Inc.;

11) East Allen Township has identified, by name, service address and such other details as may be reasonably requested by City, each East Allen Customer generating sanitary sewerage for delivery under this Agreement and certifies to City, following an inspection, that there is no groundwater or stormwater I&I into such East Allen Customer's building sewer;

12) as to nonresidential uses only, each prospective East Allen Customer and East Allen Township, certifies to City that, after testing, the effluent entering the East Allen Sewer System from the prospective user's facility meets the treatment parameters in this Agreement, including but not limited to the sewage quality standards of East Allen Township and/or those applicable to the Wastewater Treatment Plant; and

13) delivery to the City of a fully-executed agreement between Hanover Township and East Allen Township under which Hanover Township grants authority to East Allen Township to discharge wastewater from the East Allen Sewer System through the Hanover Sewer System.

B. East Allen Township shall pay the City a portion of the Cost of Operation of the City Sewer System based upon the amount of wastewater leaving the East Allen Service Area as metered at the point of intermunicipal connection entering at such rate(s) equal to those rates City charges customers within the corporate limits of the City.³ Upon request, City shall provide East Allen Township with an itemization of costs and expenses which make up the Cost of Operation of the City Sewer System. City shall have no control over any additional fees and costs East Allen Township may charge its own Customers within the East Allen Service Area, and City shall have no responsibility or liability relating to such additional charges, except as collection agent for East Allen Township at such terms as are mutually agreed to from time to time by City and East Allen Township.

C. Prior to connection of a non-residential East Allen Customer to the East Allen Sewer System, and at any time thereafter, City may review such East Allen Customer's non-

³ East Allen Township shall ensure that it has adopted adequate ordinances to require East Allen Customers to assume that responsibility.

residential discharge processes to assure that its wastewater discharges comport with the parameters set forth in section 13 hereof, that Indirect Discharges from such East Allen Customers are not permitted, and that its discharges do not otherwise interfere with the operation of the Wastewater Treatment Plant. Should City at any time determine that such wastewater discharges do not comport with the parameters set forth in section 13, Indirect Discharges are occurring, or that discharges are likely to interfere with the operation of the Wastewater Treatment Plant, City reserves the right to require such nonresidential East Allen Customer to pretreat its wastewater at its own site to such parameters as City may determine from time to time. Testing of East Allen Township wastewater to monitor its composition may be accomplished by City at any time, but not more frequently than quarterly, and the costs thereof shall be paid by East Allen Township to City within sixty (60) days of receipt of any invoice therefor. Nothing set forth herein shall preclude East Allen Township from passing this cost through to any and all of its wastewater Customers.

7. Obligation of City to Transport Sewage and Wastes Emanating from Within East Allen Township to its Wastewater Treatment Plant and to Treat and Dispose of Same:

A. The City does hereby grant unto East Allen Township the right to discharge into the City Sewer System for transportation to and treatment and disposal at the Wastewater Treatment Plant sewage emanating from within East Allen Township in amounts not to exceed the Treatment Capacity Allocation set forth in Section 3 hereof.

B. It is agreed that the City shall not be liable to East Allen Township for any damages in case of a failure or inadequacy of the City Sewer System or Wastewater Treatment Plant to receive, treat or dispose of sewage emanating from within East Allen Township which failure or inadequacy is caused by any condition beyond the reasonable control of City.

C. City agrees to transport sewage received into the City Sewer System to the Wastewater Treatment Plant for treatment and ultimate disposal, and to treat and dispose of said sewage and wastes in accordance with regulations from time to time placed in effect by the Pa. DEP and any other governmental agency having jurisdiction in the matter.

8. Billing and Collection Agency Relationship:

A. Billing:

- 1) City shall bill East Allen Township for flows measured at the point of intermunicipal connection using the meter referenced in subsection 6.A.10 of this Agreement, *less* the aggregated flows measured by individual water meters identified in section 8.A.2. Such billing shall occur in the same manner and pursuant to the same rate schedule as City bills its own domiciliary customers, plus a 0.0 % administrative services charge.⁴ Nothing in this Agreement shall preclude East Allen Township from enforcing any sewage quality restrictions against, or seeking indemnification from, the homeowners association or its successors and assigns for any violations thereof.
- 2) Unless and until discontinued by either party upon one hundred eighty (180) days' notice to the other of them, City hereby agrees to act as the billing and collection agent for East Allen Township, and shall remit sewer bills to East Allen Customers based on water meter readings at each service address in the same manner and pursuant to the same rate schedule as City bills its own domiciliary customers, plus a 5 % administrative services charge. Such bills shall be in amounts equal to sums charged by City as set forth in subsection 6.B (the "Base Charge") plus whatever costs, fees and expenses East Allen Township desires to add to the Base Charge, plus any excess strength or Indirect Discharge surcharge as is in place from time to time. A flat rate billing option shall be available for East Allen Customers not served by metered water service.

B. Tapping Fees: City shall not charge separate tapping fees to East Allen Customers or to East Allen Township. City reserves the right to charge fees incidental to the cost of inspecting new taps, expansions and connections in the same manner and pursuant to the same fee schedule the City charges its own domiciliary customers.

C. Collections:

- 1) East Allen Township shall, prior to the commencement of services by City to East Allen Township hereunder, pass appropriate ordinances acceptable to the

⁴ The purpose behind this subsection 8.A.1 is to ensure the City is full-compensated for all flows leaving East Allen Township, but allows a setoff for flows measured at the individual service addresses. The net result is that the City and its bulk customers are relieved from incurring additional operating expenses for treating groundwater and East Allen Township is given an incentive to maintain the condition of the intra-Township sanitary sewer collection system in order to minimize or eliminate inflow and infiltration as the lines and infrastructure age. It is understood this subsection 8.A.1 is the best option available for allocating the maintenance expense for the collection system within East Allen Township, even though the Township expects to own only those mains and laterals situate within public rights of way and not within the 232-unit residential subdivision.

City Solicitor, which shall require the payment of sewer rates and charges in a timely manner, and to authorize City to bill and collect the same and any other fines, charges, delinquencies or amounts associated with the sanitary sewer system of East Allen Township as the billing, collection and administrative agent for East Allen Township. Such ordinance shall also authorize civil fines and penalties for non-payment of sewer charges and/or other amounts when due. Independent thereof, East Allen Township may, at its further option, authorize City to compel, in the name of East Allen Township, East Allen Customers who fail or refuse to hook up to the East Allen Sewer System when lawfully required to connect to the East Allen Township Sewer System and pursue and retain any and all related charges, fees, fines and costs of any nature to which East Allen Township is entitled to collect by law from such East Allen Customers thereafter so-connected. In the event East Allen Township, and not City, compel East Allen Customers who fail or refuse to hook up to the East Allen Sewer System to lawfully connect to the East Allen Township Sewer System, then any and all charges, fees, fines and costs of any nature to which East Allen Township is entitled to collect by law from such East Allen Customers thereafter so-connected shall be promptly remitted to City upon receipt.

- 2) Delinquent East Allen Customers shall receive reminders from City issued in the name of East Allen Township pursuant to the same policies and schedules as City uses for delinquent accounts for its customers domiciled in the City. Should City be unsuccessful in collection after two such notices, or should an East Allen Customer become delinquent in excess of two (2) billing cycles, City may place a lien issued in the name of East Allen Township on such East Allen Customer's property to include all reasonable and lawful costs, collection charges and expenses. After giving notice to East Allen Township, the City shall thereafter have the right and privilege to execute upon such lien in the name of East Allen Township and collect and apply all sums received on account of prior service rendered to the said East Allen Township customer. In all cases, in the event East Allen Township receives funds from, or on behalf of or in connection with, such prior services rendered or such associated charges and amounts, East Allen Township shall promptly deliver such funds to the City and such information as may be reasonably requested by the City to allocate the amounts received to the service address on behalf of which the delinquent funds were received.

9. Measuring Volume:

A. For the purpose of determining the total volume of sewage and wastewater discharged from the East Allen Sewer System into the City Sewer System through the Hanover Sewer System for transportation to the Wastewater Treatment Plant, East Allen Township shall cause to be installed and maintained, at its own cost and expense, a master meter with a remote, electronic read-out, in type and model acceptable to City, at the point of intermunicipal

connection between the Hanover Sewer System and the East Allen Sewer System. In the event of failure of said meters, repairs shall be made or replacement shall occur as soon as reasonably possible by East Allen Township and the cost and expenses thereof shall be borne by East Allen Township. In the case of missing, incomplete or inaccurate flow records due to faulty meter calibration or otherwise, an estimate of flow shall be made for the purpose of determining volume of sewage and wastes deemed to have been discharged into the East Allen Sewer System. This estimate shall be based on either cumulative water usage data determined from individual water meters, or upon an evaluation of past sewage meter records, as applicable to current conditions, and may be used for East Allen Customer billing purposes. All meters shall be re-calibrated not less frequently than annually by a qualified engineer, selected by City at the expense of East Allen Township.

B. All sanitary sewer lines in East Allen Township which remit sewage to the Wastewater Treatment Plant shall be metered.

C. The total sewage discharged into the City Sewer System from the East Allen Sewer System shall be the total of the flows calculated and determined under subsection 8.A.1.

10. Operation and Expansion of East Allen Sewer System:

A. Unless and until discontinued by either party upon one hundred eighty (180) days' notice to the other of them, City agrees to operate, maintain and repair that portion of the East Allen Sewer System beginning at manhole #7 as shown on the Utility Plan, sheet 28 of 84 of the Preliminary Plan of "Regency at Creekside Meadows" dated September 14, 2015, last revised November 14, 2016, Reference No. SD06.01, bearing the seal of Jeffrey M. Madden, P.E., prepared by ESE Consulting, Inc., which manhole is located approximately 500 feet west of the centerpoint of the intersection between Steuben Road and Bath Pike (SR 512, formerly known as LR 48046), and downstream therefrom to the point of intermunicipal connection with the Hanover Sewer system. The City's duties under this subsection shall include flushing, televising, root removal and resultant line repairs, manhole, meter and valve repairs, Pumping Station operation and repairs, expenses for utilities, and I&I monitoring and control in accordance with applicable laws, regulations and the provisions of this Agreement, as agent for East Allen Township. East Allen Township shall reimburse City for costs and expenses incurred

in discharging its duties pursuant to this subsection. City shall maintain written records and accounts of all such costs and expenses and shall invoice East Allen Township on a yearly basis.

B. Capital improvements, including the replacement, extension or expansion of any portion of the East Allen Sewer System, upgrades or improvements required by Pa. DEP or other regulatory authority of competent jurisdiction, and I&I removal involving line replacement and slip lining, structural failure, and any pumping station, force main, or master meter modifications required to serve East Allen Customers shall be constructed by East Allen Township, at its sole cost and expense, subject to City's pre-approval to ensure such construction meets City's standards.

11. Discharge of Sewage:

A. East Allen Township shall prohibit any discharge of any sewage into the City Sewer System through the East Allen Sewer System by any municipality or municipal authority which has not been granted prior written approval by City.

B. East Allen Township shall prohibit any discharge of sewage into the East Allen Sewer System from persons other than those identified by East Allen Township and for whom City serves as billing and collection agent for East Allen Township. East Allen Township shall adopt an effective program for identifying, interdicting and prohibiting unauthorized discharges, including, if requested by City, I&I and/or those producing wastewater in violation of applicable sewage quality standards.

12. Drainage Water: East Allen Township covenants to use its best efforts, including the adoption or enactment and the enforcement of appropriate ordinances, resolutions, rules and regulations, to provide that no roof drainage water, storm water, excessive ground water infiltration, surface drainage or building foundation drainage shall be discharged from the East Allen Sewer System into the City Sewer System, either directly or indirectly.

13. Restrictions on Sewage and Wastes:

A. East Allen Township shall adopt and agrees to enforce by ordinance, with the assistance of the City, an industrial waste discharge standards in such form, and such other

sewage quality standards, deemed reasonably necessary by the City, concerning the admission of sewage into, and from, the East Allen Sewer System, which ordinance is and shall be similarly restrictive as existing ordinances, resolutions, rules and regulations of City, including, but not limited to, an Enforcement Response Plan Ordinance or Resolution, a Surcharge Ordinance or Resolution, and those local limitations which are at least as restrictive as those found in Articles 921 and 923 of the Codified Ordinances of the City, as may be amended from time to time, prior to commencement, and during the operation, of the East Allen Sewer System. East Allen Township further agrees to enact or adopt, within sixty (60) days after written request to do so by City, and enforce thereafter, additional ordinances, resolutions, rules and regulations, to be as restrictive as future ordinances, resolutions, rules and regulations adopted by City, from time to time, to govern the admission of sewage and wastes into the City Sewer System. Copies of all such ordinances, resolutions, rules and regulations shall be submitted by East Allen Township to City, within sixty (60) days after enactment or adoption of the same.

B. City shall have the right to test the sewage of any East Allen Customer, to require the removal by such East Allen Customer of fats, oils and grease from its sewage flow, to require pre-treatment by such East Allen Customer to normal domestic residential strength parameters before discharge into the East Allen Sewer System, and to charge such East Allen Customer for the cost of such testing.

C. In the event sewage is being discharged into the Wastewater Treatment Plant which requires special handling or additional treatment cost, East Allen Township agrees, at City's request, to impose a surcharge on all users discharging such sewage at least equal to the extra cost of handling such sewage. Such surcharge shall be paid or transmitted to City, as collection agent for East Allen Township.

D. Notwithstanding provisions for billing dispute resolution through arbitration as stated in this Agreement, the City reserves the right to initiate and pursue such legal and/or equitable remedies deemed reasonably necessary to enforce the terms of any sewage quality restrictions under this Agreement. Similarly, the arbitration provisions of this Agreement shall not apply to the circumstances where City is the authorized agent to collect sums from East Allen Customers on behalf of East Allen Township.

14. Inspection and Sampling: East Allen Township shall provide authorized representatives of City with access at reasonable times to the East Allen Sewer System, and to discharge facilities of East Allen Customers which discharge waste to the East Allen Sewer System, in order to assure compliance with the terms of this Agreement. City shall provide authorized representatives of East Allen Township with access at reasonable times to the City Sewer System and Wastewater Treatment Plant in order to assure compliance with the terms of this Agreement.

15. East Allen Township Covenants: East Allen Township covenants and agrees that it will:

A. Adopt and enforce all ordinances, regulations and agreements required of East Allen Township to be adopted or enforced pursuant to this Agreement, or which may be required in the future due to regulatory obligations of the City in connection with East Allen Customers and prospective customers of the East Allen Sewer System;

B. Ensure that the sewage flow from East Allen Township does not exceed its approved Treatment Capacity Allocation pursuant to Section 3 of this Agreement without purchase of additional allocation;

C. Incur such capital costs as are reasonably required to replace, repair, enhance, extend or expand any portion of the East Allen Sewer System (including removal of I&I);

D. Comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by Pa. DEP or any other governmental body having jurisdiction;

E. To pay the East Allen Share of any future capital costs associated with the Wastewater Treatment Plant, as contemplated by the City's capitalization policy, as it exists from time to time, unless such capital cost is required for additional capacity not required by East Allen Township for East Allen Customers;

F. Between December 1 and December 31 of each calendar year, compile and submit to the City an inventory of all persons which East Allen Township reasonably believes will be East Allen Customers as of January 1 of the succeeding calendar year;

G. No later than thirty (30) days after the execution of this Agreement, provide the City, upon request, with 1) an inventory of all prospective East Allen Customers located within East Allen Township who will be discharging wastewater or sewage into the City Sewer Collection System and 2) such other information as the City may deem reasonably necessary to effectuate the goals and purposes of this Agreement; and

H. Bear sole responsibility, as facility owner of the East Allen Sewer System, to ensure compliance by East Allen Township with all aspects of the Pennsylvania Underground Utility Line Protection Law (One-Call) Act 287 of 1974, P.L. 852, No. 287, as amended, 73 PS § 176 et seq, ("Act 287"), including, but not limited to, becoming a member of the One Call System, maintaining and regularly updating its municipal records subject to Act 287 and those of the Pa One Call System, and providing such timely and accurate documentation, responses and markings on the ground as may be required by Act 287. The duties of this Covenant shall not be considered the responsibility of City pursuant to any other portion of this Agreement.

16. City Covenants: City covenants and agrees that it will:

A. As agent of East Allen Township, maintain that portion of the East Allen Sewer System beginning at manhole #7 as referenced in section 10.A of this Agreement downstream to the point of intermunicipal connection with the Hanover Sewer system in good repair, working condition and order in accordance with subsection 10.A of this Agreement;

B. As agent of East Allen Township, make all necessary repairs to the East Allen Sewer System beginning at manhole #7 as referenced in section 16.A of this Agreement downstream to the point of intermunicipal connection with the Hanover Sewer system in accordance with subsection 10.A of this Agreement and make all necessary improvements thereto in order to maintain adequate service to East Allen Customers, but at no time and under no circumstances shall City be liable for any damages in case of failure of the East Allen Sewer System to transport sewage to the Wastewater Treatment Plant, if such failure or inadequacy is caused by any condition beyond the control of City, or if City did not have prior notice and a reasonable opportunity to cure;

C. In accordance with sections 7 and 10 of this Agreement, maintain the Wastewater Treatment Plant and the portion of the City Sewer System conveying sewage that emanates from the East Allen Sewer System to the Wastewater Treatment Plant in good repair, working order, and condition; but at no time and under no circumstances shall City be liable for any damages in case of failure or inadequacies of said Wastewater Treatment Plant or the City Sewer System to receive, treat or dispose of sewage emanating from within East Allen Township which failure or inadequacy is caused by any condition beyond the control of City, or if City did not have prior notice of such failure or inadequacy and a reasonable opportunity to cure;

D. In accordance with sections 7 and 10 of this Agreement, continuously operate the Wastewater Treatment Plant, the City Sewer System, and, as agent of East Allen Township, the East Allen Sewer System beginning at manhole #7 as referenced in section 16.A of this Agreement downstream to the point of intermunicipal connection with the Hanover Sewer system, except when prevented from doing so by an act of God, riot, rebellion, sabotage, act of the public enemy, public calamity or other force majeure, in which event City may suspend operation of the Wastewater Treatment Plant and the City Sewer System and the East Allen Sewer System until the cause of such suspension shall no longer exist and for such reasonable time thereafter as may be required to effect a resumption in operations;

E. Maintain all meters which monitor flows into the East Allen Sewer System in good repair, working condition and order, and in proper calibration; and

F. Comply with all present and future laws, rules, regulations, permits, orders and requirements lawfully made by Pa. DEP or any other governmental body having jurisdiction.

17. Additional Agreements: City may enter into any additional sewer agreements concerning transportation, disposal or treatment by City of sewage and wastes from any other municipality as City deems appropriate, in its sole discretion; provided, however, that no such additional agreement shall impair the capacity of the Wastewater Treatment Plant or the City Sewer System to receive, transport and dispose of sewage and wastes collected in the East Allen Sewer System in accordance with the terms of this Agreement.

18. Waiver: The failure of a party hereto to insist upon strict performance of this Agreement or of any of the terms or conditions hereof shall not be construed as a waiver of any of its rights under, or for a more favorable interpretation of, this Agreement.

19. Dispute Forums: Judicial vs Arbitration:

A. To compel appropriate corrective action or obtain any remedy available under this Agreement other than billing disputes arising under section 8.A.1, either party may bring suit at law or in equity in the Court of Common Pleas of Northampton County, PA or other judicial venue of competent jurisdiction. No court shall have authority under this Agreement to compel City to provide or sell additional reserve capacity in the Treatment Plant. To the extent either party asserts a claim for attorney fees during any proceeding properly brought in a judicial venue, the adjudication of such claim shall be made by the court and shall not be subject to arbitration under this Agreement.

B. In the event of any dispute or disagreement arising from or relating to amounts due City from East Allen Township, the same shall be subject to mediation and arbitration as follows:

- 1) The mediator and arbitrators shall have no authority to disregard the flow records recorded on a meter at an individual service address or at the master meter at the point of intermunicipal connection unless it is proven, or both parties to this Agreement agree, that the said meter at such address was defective at the time of the reading of such meter.
- 2) The mediator and arbitrators shall have no jurisdiction to address billing disputes between East Allen Township and customers of East Allen Township, regardless of whether City is acting as billing or collection agent for East Allen Township.
- 3) City and East Allen Township shall use their best efforts to settle the dispute or disagreement through consultation and negotiation in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within thirty (30) days after such dispute or disagreement arises, then, within ten (10) days thereafter, either party, upon written notice to the other, may request that the dispute or disagreement be subject to non-binding mediation. The party to whom the request is made shall, within ten (10) days of receipt of the request, respond in writing by either agreeing or refusing to mediate the dispute or disagreement. A

failure to respond to a request for mediation within the time provided in this subsection 19.B shall be deemed a refusal to mediate.

- 4) If the parties hereto agree to non-binding mediation, they shall, by agreement, select a single mediator acceptable to both parties. If the parties cannot agree to the selection of a mediator, then, upon petition by either party, the President Judge of the Court of Common Pleas of Northampton County, Pennsylvania, shall appoint the mediator. Upon appointment of the mediator, the parties and the mediator shall, by agreement, schedule the mediation session(s) as promptly as possible. The mediation session(s) shall be conducted in accordance with the provisions and procedures of the American Arbitration Association related to mediation.
- 5) If a mediation request has been refused or neither party has requested mediation within the time set forth in subsection 19.A, or the parties hereto are unable to settle their dispute or disagreement through mediation, then such dispute or disagreement shall be referred to three (3) arbitrators, one to be appointed by City, one to be appointed by East Allen Township, and the third to be agreed upon by those two appointees; provided, however, that in the event the two appointees cannot agree on the third, the President Judge of the Court of Common Pleas of Northampton County, Pennsylvania, shall appoint the third arbitrator. The decision or award of the majority of such arbitrators shall be made promptly following a hearing on the dispute or disagreement and shall be final and binding upon the parties hereto, and their respective successors and assigns.
- 6) No mediator or arbitrator shall have authority under this Agreement to compel City to provide or sell additional reserve capacity in the Treatment Plant. To the extent either party asserts a claim for attorney fees during any proceeding properly brought in a nonjudicial venue, the disposition of such claim shall be made by the mediator or arbitrator, as the case may be.

20. Successors and Assigns: Neither Municipality shall voluntarily assign this Agreement without the consent of the other Municipality, except to assign its rights under this Agreement to a municipal authority duly created by it under the Municipality Authorities Act of 1945, as amended, and empowered to undertake and assume the rights and duties under this Agreement. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns notwithstanding any such assignment.

21. Entire Agreement: This Agreement contains the entire exclusive agreement of the parties hereto with respect to the subject matter hereof and thereof, and supersedes all prior understandings and agreements of the parties with respect thereto. All oral representations or prior written matter not contained in this instrument shall have no force or effect.

22. Amendments: This Agreement may not be amended except by the written agreement of both parties approved by the City of Bethlehem in the manner required by 11 PaCS §§ 11018.6 and 13245.1 and both the City of Bethlehem and East Allen Township in the manner required by the Intergovernmental Cooperation Law, 53 PaCS § 2301 et seq.

23. Conditions Precedent to Effective Date: As conditions precedent to the effective date of this Agreement:

A. This Agreement shall be approved as an ordinance by the City of Bethlehem in the manner required by 11 PaCS §§ 11018.6 and 13245.1 and by both the City of Bethlehem and East Allen Township in the manner required by the Intergovernmental Cooperation Law, 53 PaCS § 2301 et seq and the Sunshine Act, 65 PaCS §701 et seq.

B. This Agreement shall not be executed prior to the date of recording of the final approved plans for the development described in Exhibit “A” and shall not become effective until executed by the last party to this Agreement to do so.

C. If for any reason the plans for this development are not recorded within eighteen (18) months from the date of enactment of such ordinance by the City of Bethlehem, unless extended by mutual agreement of the signatories hereto, then this Agreement shall be null and void ab initio.

24. Term: The term of this Agreement shall be perpetual. City and East Allen Township agree to meet and discuss issues not addressed in this Agreement no later than July 31, 2030.

25. Notices: Except as otherwise provided in this Agreement, any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be deemed to have been sufficiently given or served for all purposes if delivered personally to the business address of a party and handed to the receptionist or authorized agent thereof, or sent by facsimile transmission or overnight express to the party to whom the same is directed or, if sent by certified mail, postage and charges prepaid, addressed to the party’s address, at its principal place of business, or at such other address as a party may direct in writing.

26. Headings: The titles of the paragraphs and the headings of any sections of this Agreement are for convenience of reference only and are not to be considered in construing the terms and provisions of this Agreement.

27. Pronouns: All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons, or entity may require in the context thereof.

28. Waivers: The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act that would have originally constituted a violation, from having the effect of an original violation.

29. Severability: If any provision of this Agreement or its application to any person or circumstance shall be held or declared to be invalid, illegal or unenforceable to any extent by any arbitration panel pursuant to section 19 of this Agreement or by any court of competent jurisdiction, the remainder of this Agreement and its application shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

30. No Third Party Beneficiaries: There are no third party beneficiaries of this Agreement and none of the provisions of this Agreement shall be interpreted to exist for the benefit of, or be enforceable by, any person other than the signatories to this Agreement and their respective successors and assigns.

31. Interpretation: It is the intention of the parties that, during the term of this Agreement, the rights of the parties and their successors-in-interest shall be governed by the terms of this Agreement, and the right of any party or successor-in-interest to assign, transfer, sell or otherwise dispose of any interest in this Agreement shall be subject to the limitations and restrictions of this Agreement. The parties do further recognize and agree that they have each been represented by, or had the opportunity to obtain the advice of, legal counsel prior to executing this Agreement and to the extent that either party chose not to seek further legal counseling relating to the provisions of this Agreement, do hereby waive any rights or claims that it was not fully aware of the provisions and legal effect of this Agreement. In furtherance

thereof, East Allen Township does further waive any claim or contention that this Agreement and any portion should be construed against City on the basis that this Agreement was prepared by City and its attorney. Nothing in the Agreement shall be construed to waive any privilege, right or immunity arising out of any applicable governmental immunity laws and statutes of which either or both parties hereto may be seized relative to claims or demands of any person not a party hereto.

32. Further Assurances: Each party shall execute all such certificates and other documents and shall do all such other acts as are appropriate to comply with (a) the requirements of law for entering into this Agreement, which shall specifically include, on the part of both entities, the proper adoption of ordinances, (b) any laws, rules, regulations and third-party requests, including those of Pa. DEP, DRBC or USEPA, relating to the subject matter hereof, and (c) the intent and purposes of this Agreement.

33. Recording: This Agreement shall not be recorded by any party hereto. The recording of the Agreement shall not be a prerequisite to the commencement of any proceeding under this Agreement.

34. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

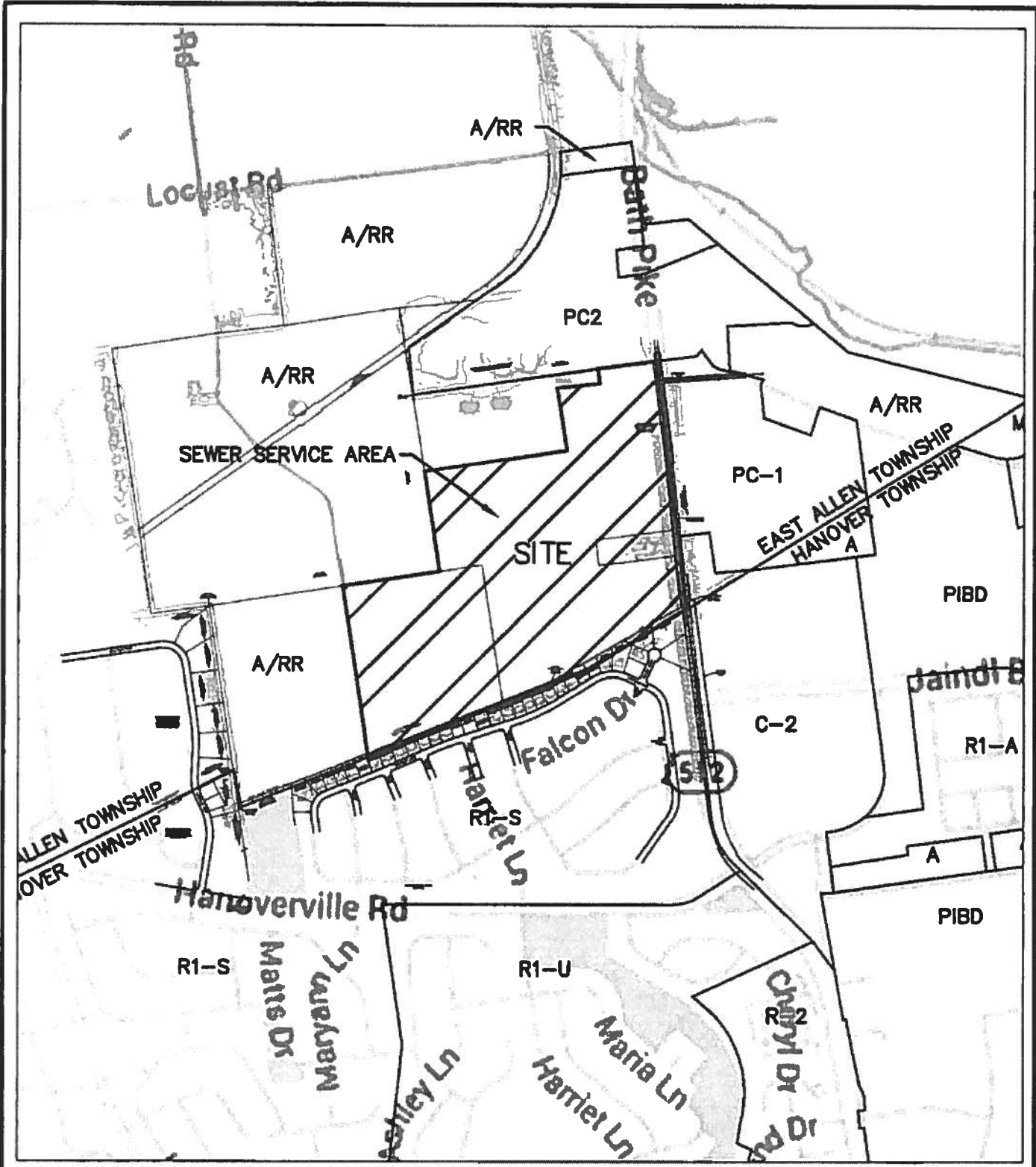
IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and attested by its proper officers, pursuant to proper action of its governing body, all as of the day and year first above written.

Attest:	CITY OF BETHLEHEM
By: _____	By: _____
City Controller	Mayor

Attest:	TOWNSHIP OF EAST ALLEN
By: _____	By: _____
Secretary	Chair, Board of Supervisors

EXHIBIT "A"

Initial Service Area (Map)



ESE Land Planning
Engineering
Land Surveying

ESE Consultants, Inc.
250 Gibraltar Road,
Suite 2E
Horsham, PA 19044
TEL: 215-914-2050
FAX: 215-293-5488

EAST ALLEN SEWER SERVICE AREA #1—EXHIBIT

TBI ACTIVE ADULT—BATH PIKE
EAST ALLEN TOWNSHIP, NORTHAMPTON COUNTY, PENNSYLVANIA

1	01/04/17	ADJUST THE SEWER AREA	DATE:	8/11/18	SCALE:	1" = 1000'	DESIGN:	JAM	DRAWN:	ELI	JOB NO.:	3880	FILE NAME:	0-SEWER-EXHIBIT	SHEET NO.:	1	OF	1
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