

APPENDIX 13

Sewage Services Intermunicipal Agreement Term Sheet

FUTURE INTERMUNICIPAL AGREEMENT FOR SEWER SERVICE
TERM SHEET FOR FUTURE NEGOTIATION

This document has been prepared regarding the ongoing negotiations of an Intermunicipal Agreement for sewer service between the Parties listed herein, specifically relating to the Kline’s Island Sewer System (“KISS”) and the Kline’s Island Wastewater Treatment Plant (“KIWWTP”). This agreement will be noted as the “KISS Agreement.”

Parties to the KISS Agreement will be:

- City of Allentown (“City”);
- Lehigh County Authority (“LCA”);
 - o When acting as a regional authority and/or on behalf of the Western Lehigh Sewerage Partnership (“WLSP”), LCA shall be noted as “LCA-Regional”.
 - o When acting as the agent for the City under the terms of a Concession Lease Agreement between LCA and the City, LCA shall be noted as “LCA-Allentown”.
- Hanover Township (“Hanover”);
- Coplay-Whitehall Sewer Authority (“CWSA”);
- South Whitehall Township (“SWT”);
- Salisbury Township (“Salisbury”);
- Borough of Emmaus (“Emmaus”); and
- Lower Macungie Township (“LMT”).

Other intermunicipal agreements will be negotiated in good faith following the formal adoption of the KISS Agreement. Such agreements are expected to conform to the general terms and concepts outlined in this Term Sheet, and will include the following agreements:

- WLSP Agreement (updated);
- Emmaus-WLSP Agreement (updated); and
- Little Lehigh Relief Interceptor Agreement (updated).
- Other potential new or updated agreements may be needed, such as:
 - o Regional Inflow & Infiltration Program Agreement(s);
 - o Regional High-Strength Surcharge Program Agreement; and

- Various sub-agreements between the parties related to transportation of one party's sewage via sewer pipes and interceptors owned by another party, or other operating agreements.

This Term Sheet has been prepared for inclusion in the KISS Act 537 Plan as an indication of the agreement terms the parties intend to be bound to, subject to preparation and adoption of final agreements, which will occur after submission of the Act 537 Plan to the Pa. Department of Environmental Protection.

Disclaimer: The provisions recited in this Term Sheet reflect proposed terms and conditions for an Intermunicipal Agreement, the final terms and conditions of which are subject to further negotiation, and ultimately approval by the governing body of each of the municipal entities named above. No legal obligation whatsoever shall be imposed upon any party named on this Term Sheet by virtue of their inclusion in this document.

1. Treatment

- LCA-Allentown will treat wastewater at the KIWWTP and render quarterly billings to each municipality it serves for such treatment services.
- Each participating municipality will deliver to the agreed-upon point(s) of connection all wastewater originating within its service area as described in that municipality's Act 537 Plan as being tributary to the KIWWTP and not intended for treatment by on-lot disposal systems.
- Each party owns a pre-established amount of treatment capacity at the KIWWTP, based on prior agreements, and as outlined below. These limits will remain in effect, subject to any individual mutual agreements for trade or purchase of such allocation. Any party who exceeds their hydraulic capacity limit in a calendar year based on annual average will be subject to a penalty structure to be negotiated within the KISS Agreement, but subject to the exceptions for participants in the Regional I&I Program outlined in this Term Sheet.

Municipality	KIWWTP Allocation (MGD)
City of Allentown	18.6456
LCA-Regional	10.79
Coplay Whitehall Sewer Authority	3.76
South Whitehall Township	2.99
Salisbury Township	1.99
Emmaus	1.40

Municipality	KIWWTP Allocation (MGD)
Lower Macungie Township*	0.25
Hanover Township	0.1744
TOTAL	40.00

* At their sole discretion, LMT and SWT may agree to enter into a sub-agreement to reflect that the 0.25 MGD of LMT's flows noted above flow through the SWT system. Such sub-agreement may result in LMT being removed as a party to this KISS Agreement.

2. General Billing Procedures

- In exchange for LCA-Allentown's treatment and transportation services, each participating municipality will pay LCA-Allentown a charge on a quarterly basis in an amount to be determined based on budgeted costs and actual sewage flows by each party.
- All costs will be billed based on actual flows, unless otherwise specified in this Term Sheet, including but not limited to operations, maintenance, and capital expenses, and debt service.
- Each participating municipality will constitute a bulk service customer of LCA-Allentown.
- New capital reserve funds will be established to support rate stability, and elimination of the annual reconciliation process. Minimum and maximum reserve fund limits will be established. The funding and use of these reserve funds will be administered by LCA-Allentown and reported annually to the KISS Signatory Advisory Committee.
- The quantity of wastewater discharged by each municipality will be the basis for determining the flow charge for treatment of that municipality's wastewater.
- The quantity of wastewater discharged shall be determined by meter readings of the wastewater flow meters or flow measuring devices at the point(s) of connection.
- The quantity of wastewater discharged by the City of Allentown shall be determined by the flow measured by the KIWWTP headworks meter, minus the quantity of wastewater discharged by all other parties.

3. Meters

- To ensure the accuracy of sewage flows to be used for billing or flow monitoring purposes, the KISS Agreement will include new provisions related to Sewage Billing Meters that are aligned with the terms previously discussed and outlined in the Sewage Billing Meter Memo dated August 23, 2024, attached to this Term Sheet. At a minimum, the meter inspection and calibration standards to be developed as part of this program will be implemented prior to the implementation of flow-based billing as described in this Term Sheet.

4. Infiltration and Inflow (“I&I”)

NOTE: The use of the term “flow credits” in this section will be further defined via negotiation among the KISS municipalities following receipt of additional feedback from DEP regarding the Connection Management Plan (CMP) as described in Section 9 below.

- The parties will implement and perform infiltration and inflow studies and corrective procedures necessary to limit excessive inflow and infiltration of ground water and stormwater into any part of any sewer system discharging sewage and wastes.
- The parties will document and report on their individual I&I efforts at least annually through the Chapter 94 reporting process, or as required by DEP, to indicate work completed and the planned I&I work for the next reporting period.
- Regional I&I Program
 - A Regional I&I Program may be developed and funded by LCA-Regional through debt financing and pay-go capital.
 - Annual program fee billed quarterly and allocated to each party based on agreed-upon cost shares.
 - Participation is optional but open to any party of the KISS Agreement. Participation must be declared prior to the start of the program, and the contribution rate determined by each program participant will continue for the duration of the program, which is anticipated to be 10 years.
 - Any party to the KISS Agreement who elects not to participate must submit to LCA an individual source reduction plan to show removal of I&I from that party’s system.
 - Any participant who makes financial contributions to the Regional I&I Program is eligible to receive a proportionate share of the recovered capacity and resulting flow development credits in return for their financial contribution. This flow development credits will be available for use in approving new connections to the KISS, subject to program requirements of the Pa. Department of Environmental Protection (“DEP”).
 - At the end of each year, LCA will report on the amount each participant financially contributed to regional I&I during that year, and LCA will compute the amount of recovered capacity. The flow development credits resulting from the recovered capacity will be added to that municipality’s capacity allocation for the next year in direct proportion with each participant’s financial contribution.
 - Regional I&I Program participants whose flows exceed their hydraulic capacity limits as noted in the Treatment section above will not face penalties for such exceedances so long as their flows are accounted for via the use of flow

development credits and/or other new connections approved via the DEP connection management plan provisions.

- Project prioritization
 - The results of the 2021-2022 hydraulic flow modeling will be used to prioritize initial projects.
 - LCA-Regional will establish a Technical Review Committee comprised of representatives of the participating parties to develop project priorities and revise as appropriate, allocate program funds, review requests for consideration of program projects, prepare reports to DEP for flow development credits, review annual projects completed by all municipalities, and review municipal metered flows.
 - Parties may request that the Technical Review Committee prioritize specific projects.
- Project implementation
 - LCA-Regional will conduct design and construction phase work in collaboration with the parties.
- Proofs of I&I removal
 - LCA-Regional will manage the monitoring program before and after rehabilitation efforts for all regional projects. LCA and the parties will jointly submit proofs to DEP for flow development credits, which credits will be tracked and allocated to participants based on their proportionate contribution the program in the same manner as reallocated capacity is distributed.
 - If DEP requires the addition of flow credits to the connection management plan be based on proofs of I&I removal, flow development credits earned through this regional I&I program will be tracked and available for use by program participants in proportion to their financial contributions to the program.
- If any grant funds are made available for I&I studies or corrective procedures included in the Regional I&I Program, such grant funds will be distributed proportionately to all program participants via a reduction in their annual program charges.
- A future flow characterization study will be conducted in approximately 2032 to characterize municipal sewer flows following regional and municipal I&I efforts. The parties will engage in good faith negotiations regarding a future IMA and/or cost-sharing for additional projects, which may include treatment capacity expansion. Consideration will be given at that time to parties who participate in regional I&I efforts relative to their contribution to joint I&I removal.

- Municipal I&I
 - In addition to the Regional I&I Program, one or more parties may independently elect to complete I&I projects at their sole cost and expense, either individually or jointly.
 - Parties that complete those projects may allocate any flow development credits resulting from recovered capacity as they may mutually agree upon.
 - Any flow development credits earned through individual municipal projects shall be allocated directly to the municipality or municipalities that complete the projects.

5. Western Lehigh Interceptor

- The Western Lehigh Sewerage Partnership (WLSP) will pay the full cost, including capital and O&M, of the Western Lehigh Interceptor and any related relief facilities.

6. City-Owned Shared Interceptors

- The City owns a small number of sewer interceptors that carry sewage flows from one or more of the parties in addition the City flows. These interceptors will be called “City-Owned Shared Interceptors” with all operating, maintenance and capital costs shared among the parties via flow-based billing, based on each party’s total annual average flows.
- Parties will no longer contribute to the cost to operate and maintain unshared portions of the City of Allentown sewer collection system.

7. KISS Relief Interceptor (“KRI”)

- Ownership
 - The City of Allentown will own the KRI asset, but each party will own their proportionate share of the pipeline capacity based on capital cost contributions outlined below.
- Cost sharing
 - Capital costs for planning, design and construction of the KRI will be based on each party’s modeled future dry-day flows (2050 planning year) entering the pipe. In accordance with hydraulic modeling conducted by Arcadis, the modeled cost share among the parties is shown below:

Allentown	SWT	Salisbury	CWSA	Emmaus	LCA-Regional
14.6%	5.5%	5.6%	2.2%	6.0%	66.0%

- As preliminary planning work for the KRI project was initiated in 2024 and will continue to the point of applying for permits, potentially prior to the implementation of a new KISS Agreement, the parties have agreed on an interim method of sharing these preliminary costs. As part of the transition to the new KISS Agreement in the future, a reconciliation of this interim cost-sharing will occur so that all final costs are shared in accordance with the proportions shown above.
- Following completion of the construction of the KRI, the KRI will become part of the City-Owned Shared Interceptors group, with cost-sharing for operating, maintenance and future, post-construction capital upgrades outlined as described in the City-Owned Shared Interceptors section above.

8. Little Lehigh Relief Interceptor (LLRI)

- Cost sharing
 - Cost of the existing relief interceptors and Park Pump Station (phases 1 and 2) will be shared based on the cost-sharing methodologies in existence today, subject to additional discussion and update of the agreement among the parties.

9. Kline's Island Wastewater Treatment Plant (KIWWTP)

- Cost sharing
 - All KIWWTP expenses will be shared among the KISS municipalities via flow-based billing using average annual sewage flows, after the application of surcharges to high-strength users, if any.
 - Currently, KIWWTP capital costs are shared via different methodologies for various municipalities. Therefore, a transition plan will be developed to ensure any pre-paid costs are recognized in future billings to those municipalities who have pre-paid on prior capital costs.
 - There will be a single cost pool for treatment, which will include annual operations and maintenance (O&M) expenses, annual pay-go capital and debt service for large capital projects, and a reserve fund for future capital and rate stability at a funding level to be determined.
 - A regional high-strength surcharge program will be developed to address the needs of the KIWWTP for proper management and control of waste loadings treated at the plant. The intent of the program is to capture the actual costs associated with treating high-strength waste discharged by users that meet the negotiated program criteria. These incremental treatment costs for high-strength waste discharges, captured as revenue from the Regional Surcharge Program, will be removed from the treatment cost pool to be shared with the KISS municipalities via flow-based billing as

described above. Revenue captured through this program will be used to cover the program's direct costs, such as sampling, analysis costs, and the incremental costs to treat high strength waste. Program parameters to be negotiated will include, but are not limited to, the following:

- Customer categories to be included / excluded from the program
- Minimum customer flow thresholds for inclusion in the program
- Minimum concentration limits for BOD, TSS, and TKN for a customer to be included in the program
- Sampling frequencies and procedures
- Parameters for establishing a fats, oils, and grease program
- Methodology for calculating the surcharge rates to be applied for BOD, TSS, and TKN
- Municipal billing procedures
- Municipal program participation requirements or opt-out options, if appropriate

LCA-Allentown will continue to monitor waste strength at the municipal level and at the KIWWTP, with data shared with all KISS municipalities.

- Capacity expansion
 - Treatment capacity expansion projects may be triggered in accordance with annual Chapter 94 compliance reporting, such as when the report indicates that annual average flows to the KISS will exceed 40 MGD within the next 5 years, or if hydraulic capacity of 44.6 MGD is exceeded for three consecutive months. This risk can be mitigated by implementation of an effective I&I reduction plan.
 - Drivers for a treatment capacity expansion may include, but are not limited to:
 - Determination of future needs of the KISS municipalities;
 - Changing weather trends affecting system performance;
 - System growth that has occurred or will occur in the future;
 - Changing regulations or permits; and
 - Continued or worsening high rates of I&I.

Therefore, if a capacity expansion project is triggered, costs will be shared among the KISS municipalities based on multiple factors including current flows, existing allocation limits described in the Treatment section above, future planned flows,

and other factors. A more detailed cost-sharing methodology will be negotiated as part of developing the KISS Agreement.

- New connections and Connection Management Plan (CMP) allocation, if applicable
 - Applications for new connections to the KISS will be made on the basis of an equivalent dwelling unit (EDU) value of 200 gallons per day (GPD).
 - LCA-Allentown will track and manage new connections in accordance with any CMP that may be approved by DEP.
 - Existing CMP allocation
 - The existing CMP allocation approved by DEP (approximately 2.6 MGD remaining) will be administered based on individual municipal CMP values as currently administered and reported to DEP.
 - Act 537 plan is written to request upfront approval by DEP of a new amount of new connections to be added to the existing CMP, to be administered regionally vs. individually so that the full amount of the new CMP allocation is available to all KISS municipalities.
 - If DEP denies the KISS request for a new CMP allocation, instead requiring the addition of flow credits to the CMP be based on proofs of I&I removals, the municipality requesting new connections will use their remaining existing CMP allocation first, and the existing CMP allocations will remain with the parties and will be tracked individually by municipality.
 - Municipal participants in the Regional I&I Program will thereafter have access to new connections approved as a result of such I&I removals. Municipalities that do not participate will be limited to any flow credits approved by DEP for I&I removals achieved within their own municipal system.
 - Municipal participants in the Regional I&I Program will not be subject to hydraulic flow penalties if their flows exceed current allocation limits, as long as their portion of the existing CMP and flow development credits is adequate to cover their excess flows.
 - This waiver of hydraulic flow penalties will continue until such time that a new Intermunicipal Agreement is required to address a treatment plant capacity expansion project, as described above.
 - Municipalities may independently agree to share or trade CMP allocation or flow development credits resulting from recovered capacity with each other, and such sharing or trading will be tracked as updated CMP or flow development credit values by LCA-Allentown.

10. Pre-Treatment Plant (PTP)

- Cost sharing
 - PTP improvements will be scaled down to serve existing industries that may require service and a waste hauler program.
 - Costs of the PTP will be paid for by industrial customers and revenues generated from the waste hauler program.

11. Term

- 10 years or as otherwise determined based on timing of future regional flow monitoring efforts included in the Act 537 Plan, with renewal options, subject to a three-year notice by any Party of the need to renegotiate the IMA.
- Upon receipt of notice of the need to renegotiate the IMA, the Parties will begin negotiating a revised IMA and be allotted no less than three years to complete such negotiations.
- If needed, a Party may submit a request for a limited negotiation to address a specific term of the IMA, with all other terms of the IMA remaining in effect.

12. KISS Signatory Advisory Committee

- A KISS Signatory Advisory Committee will be formed with a representative group of KISS municipalities and will meet at least twice per year to review the KISS system's financial performance, high-strength surcharge program performance if implemented, reserve fund balances, planned capital improvements, rate calculations, and other matters.
- Meeting agendas, minutes, and relevant reports generated by the KISS Signatory Advisory Committee will be shared with all parties.
- As part of the process to develop the KISS Agreement, roles and responsibilities of the KISS Signatory Advisory Committee will be developed and described in greater detail in the final KISS Agreement.

13. Dispute resolution

- Upon the written request of a party, any dispute or claim in law or equity arising out of the agreement shall be submitted to neutral, non-binding mediation prior to the commencement of arbitration, litigation, or any other proceeding before a trier of fact.
- The parties agree to act in good faith to participate in mediation and to identify a mutually acceptable mediator. If they are unable to agree upon a mediator, the Parties may, after twenty (20) days have elapsed from the date of the written request for mediation, petition the Court of Common Pleas of Lehigh County to appoint a mediator.
- The parties shall share equally in the costs for mediation services.

- If the dispute or claim is resolved through mediation, the resolution will be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution to the dispute or claim in accordance with the remaining terms of this Agreement and other rights and remedies afforded by law.

14. Information sharing

- The parties shall provide each other, from time to time, all information relevant to the proper administration of their responsibilities under the agreement, or in respect to the interpretation hereof, as and in such form and detail as may be reasonably requested and each shall, at all reasonable times and from time to time, permit the examination and inspection of their respective records and physical facilities relevant to the subject matter of the agreement.
- The parties each agree to the extent possible and economically practicable (except as otherwise required under the agreement), to cooperate and share pertinent information with each other in facilitating the construction, maintenance and/or operation of their wastewater collection systems, and LCA will provide each party with any pertinent information regarding costs, quantities of discharge, capacity or other matters relating to the KIWWTP reasonably deemed necessary or desirable as determined by each municipality, provided however, that in the event securing such information involves costs which would not normally be incurred as a cost of owning or operating and maintaining the KIWWTP, that municipality shall pay or provide for the payment of such costs.
- At least 45 calendar days prior to the date of LCA's annual wasteload management report (Chapter 94 Report) is due for submittal to DEP, LCA shall submit to each party all material and information in its possession necessary for the municipality to submit to LCA the annual report referenced below. At least 30 calendar days prior to the date LCA's annual wasteload management report (Chapter 94 Report) is due for submittal to DEP, the municipality shall submit to LCA an annual report providing all material and information required from it by LCA and DEP to complete its annual wasteload management report.

15. Prior agreements

- All historical agreements will be reviewed and selected acceptable terms carried over into the new IMAs, thereafter all historical agreements will be voided.

MEMORANDUM

TO: Kline's Island Sewer System (KISS) Municipalities
FROM: Phil DePoe/Liesel Gross
DATE: August 23, 2024
RE: Sewer Billing Meter (SBM) Proposal

Background

As part of the effort by the Kline's Island Sewer System (KISS) municipalities to update procedures and agreements for operation and billing of the system, an updated approach to manage sewage billing meters is required. This memo is intended to capture prior discussions related to the management of SBMs to promote metering accuracy, billing accuracy, data validation, and data sharing.

SBM Details

The table below is an excerpt from quarterly reporting submitted to DEP regarding the KISS Interim Act 537 Plan, showing all current SBMs and their status. The Yes / No designation regarding the 2021 program indicates whether each specific SBM was able to be used as part of the flow monitoring and flow characterization studies conducted in 2021 and 2022. Reasons for exclusion from those studies varied, including meters that were incapable of adequately measuring peak flows, determined to be inaccurate by the metering consultant, or capturing too small of an area as to be not useful for the studies' purposes. Not shown here are Lehigh County Authority (LCA) Meter Stations #1-4, which are not currently used for billing purposes but are under review for potential inclusion in the SBM program and use as billing meters for Western Lehigh communities in the future.

Municipality	SBM Name	SBM Data Status in 2021	2021 Program (Y/N)
1. South Whitehall	SW51	LCA had access to data via website	Y
2. South Whitehall	SW52	LCA had access to data via website; FAS provided data via RTU/website	N
3. South Whitehall	SW53	LCA had access to data via website	Y
4. South Whitehall	SW54	LCA had access to data via website; FAS provided data via RTU/website	Y/N
5. South Whitehall	SW55	LCA had access to data via website; FAS provided data via RTU/website	N
6. South Whitehall	SW56	LCA had access to data via website; FAS provided data via RTU/website	N
7. Coplay-Whitehall	CW Jordan	CWSA provided data via e-mail	Y
8. Coplay-Whitehall	CW Lehigh	CWSA provided data via e-mail	Y
9. Hanover	Hanover	LCA had access to data via website	Y
10. Salisbury	ST1	FAS provided data via RTU/website	N
11. Salisbury	ST1A	N/A	N

Municipality	SBM Name	SBM Data Status in 2021	2021 Program (Y/N)
12. Salisbury	ST2	N/A	N
13. Salisbury	ST3	N/A	N
14. Salisbury	ST4	N/A	N
15. Salisbury	ST4A	N/A	N
16. Salisbury	ST5	N/A	N
17. Salisbury	ST6	FAS provided data via RTU/website	Y
18. Salisbury	ST7	N/A	N
19. Salisbury	ST8	FAS provided data via RTU/website	Y
20. Salisbury	ST9	N/A	N
21. Salisbury	ST10	FAS provided data via RTU/website	Y
22. Salisbury	ST11	N/A	N
23. Salisbury	ST12	N/A	N
24. Emmaus	Fox Street #1	Emmaus provided data via e-mail	Y
25. Emmaus	Lehigh #2	Emmaus provided data via e-mail	Y
26. Emmaus	Orchid #3	Emmaus provided data via e-mail	Y
27. Emmaus	Cedar #4	Emmaus provided data via e-mail	Y
28. Allentown	Main Infl	Connected to LCA database	Y
29. Allentown	Rock Media Recir	Connected to LCA database	Y
30. Allentown	SDR Recir	Connected to LCA database	Y
31. LCA	MS5	Connected to LCA database	Y
32. LCA	MS5a	Connected to LCA database	Y
33. LCA	Spring Creek	Connected to LCA database	Y
34. Lower Macungie	County Meter	FAS provided data via RTU/website	Y
35. Lower Macungie	Cedarbrook	FAS provided data via RTU/website	Y

KISS SBM Proposal

Since the first EPA Administrative Order (AO) was issued in 2007 through the 2021 Flow Characterization Study (FCS), the SBMs have been reviewed periodically with numerous technical comments generated. A review of all prior commentary as it relates to the current SBM performance will be conducted prior to 2027. Any needed corrections will be noted and discussed accordingly.

A Standard Operating Procedure (SOP) will be developed, per SBM, that describes each peak flow calculation solution as applicable. It is recommended the solution be automatically calculated as to avoid manual entries.

At a minimum, all SBMs shall be inspected and calibrated once a year (preferably by the same calibration entity). If there are issues with the SBMs before/during/after calibration, a temporary meter may need to be installed while resolution is developed. LCA and/or the KISS third-party meter reviewer (see below) shall be invited to attend the municipality's annual inspection and calibration procedure, with at least 2 weeks' notice provided to allow for scheduling. All SBM issues that are discovered through this process will be addressed in a timely manner, with protocols established for repair timeliness, inspection, and reporting.

All municipalities shall continue to own, operate, and maintain their respective SBMs.

To facilitate the development of baseline flow patterns and simplified billing procedures, LCA requires “real-time, back-end, read-only” access to each SBM. This read-only data will be accessible for all municipalities via a secure dashboard or portal, which LCA will develop for this purpose.

LCA will develop a process to conduct routine data quality control checks on each meter and provide feedback to municipalities if/when data from one of their SBMs suggests maintenance is required. All SBM issues that are discovered through this process will be addressed in a timely manner, with protocols established for repair timeliness, inspection, and reporting.

A third-party reviewer will be identified and used when a municipality wants to modify any of their SBMs. The third-party reviewer may also conduct other work related to the SBMs, such as reviewing calibration reports, participating in meter inspections, and assisting with the selection and placement of temporary meters when needed. To start, a third-party reviewer (CDM Smith) has been identified to assist with the proposed changes to the South Whitehall Township SBMs, which is kicking off in 2024.

Metering costs specifically related to each municipality shall be paid by each municipality. Larger, global issues (centralized dashboard/data collection) shall be paid via the LCA Allentown KIWWTP Division fund.

Beginning in 2027, all data shall be centrally available for review.

Next Steps

- Details of the three-year transition period to address the SBM issues identified in this proposal will be developed.
- CDM Smith is currently reviewing the South Whitehall Township SBMs. A report on their work and capabilities to conduct broader evaluations for all KISS municipalities will be shared with the KISS group in a future meeting.
- Additional discussion is required within the Western Lehigh group to determine how to transition to a billing system based on total sewage flow vs. using water meter readings, which is the current practice.
- The Act 537 Plan shall contain a discussion on the above-mentioned topics.
- Agreed-upon SBM program concepts will be included for consideration to be added to the new / updated intermunicipal agreements that will be developed.