

AMENDMENT TO 1 AUGUST 1986  
TREATMENT CAPACITY PURCHASE AGREEMENT

This Amendment, dated for convenience this 31<sup>st</sup> day of July 2000, (hereinafter "Amendment") between

CITY OF ALLENTOWN, 435 Hamilton Street, Allentown, Pennsylvania, a city of the third class, (hereinafter "City")

and

LEHIGH COUNTY AUTHORITY, 1053 Spruce Street, Wescosville, Pennsylvania, a municipal authority pursuant to the Municipality Authorities Act of 1945, as amended, (hereinafter "Authority"),

WHEREAS, the City is the owner and operator of a wastewater treatment plant ("Treatment Plant") located on Kline's Island in the City; and

WHEREAS, the Authority, as representative for the Boroughs of Alburtis and Macungie and the Townships of Lower Macungie, Lowhill, Upper Macungie, Upper Milford and Weisenberg (the "Municipalities"), is a customer of the City both for transmission of its wastewater discharge from the City limits to the Treatment Plant and for the treatment of this wastewater; and

WHEREAS, by agreement dated 1 August 1986 ("1986 Agreement"), the City and the Authority entered into an agreement whereby Authority purchased an additional portion of the excess City capacity in the Treatment Plant (the "1986 Allocation"); and

WHEREAS, the 1986 Allocation was comprised of various components, namely the *Initial Capacity* of .4 mgd effective as of 1 August 1986; the *Optional Capacity* of up to .75 mgd available through 31 December 1988; the *BTL Reserve*, a commitment of .15 mgd to the Bell Telephone Laboratories then being constructed in Upper Macungie Township, available through 1 August 1996; the *Stroh Reserve*, a commitment of .5 mgd to the Stroh Brewery facility in Upper Macungie Township, available through 1 August 1996; the *Environmental Reserve* of .34 mgd established in §3 of the 1981 Agreement and referenced in the 1986 Agreement, available after certain environmental issues with the Treatment Plant had been addressed; and the *Future Capacity*, the remaining capacity in the Treatment Plant, minus 1 mgd reserved by the City, available through 1 August 2000; and

WHEREAS, the *Initial Capacity* of .4 mgd under the 1986 Allocation was completely purchased by the Authority as of March 1987; and

WHEREAS, the *Optional Capacity* of up to .75 mgd under the 1986 Allocation, was completely purchased by the Authority as of January 1990; and

WHEREAS, the *BTL Reserve* of .15 mgd under the 1986 Allocation was not purchased by the Authority; and

WHEREAS, the *Stroh Reserve* of .5 mgd under the 1986 Allocation was not purchased by the Authority; and

WHEREAS, the *Environmental Reserve* of .34 mgd was released to the Authority pool on March 1992 and February 1993 after the environmental issues with the Treatment Plant had been addressed; and

WHEREAS, the *Future Capacity*, the remaining capacity in the Treatment Plant minus 1 mgd reserved for the City, is about to expire on 1 August 2000; and

WHEREAS, the parties wish to establish the terms under which the *Future Capacity* can continue to be purchased by the Authority after 1 August 2000;

NOW THEREFORE, in consideration of their mutual promises herein contained, and with the intention of being legally bound hereby, the parties hereto agree as follows:

1. All of the preambles to this Amendment above set forth are hereby incorporated into and made a part of this agreement.
2. Nothing in this Amendment is intended, and nothing in this Amendment shall be construed in any way to amend, modify or supersede any existing agreements between the parties to this Amendment, whether mentioned herein or not; to waive, release, surrender or bar any rights, claims, demands or defenses of any of the parties hereto in any issues, transactions or controversies between or among any of the parties; or to in any other way affect any rights, privileges or obligations of any of the parties, directly or by implication, except to the extent specifically set forth in this Amendment.
3. The option to purchase *Future Capacity* granted by the City to the Authority in §5 of the 1986 Agreement is hereby extended from 1 August 2000 to 1 August 2008.
4. This Amendment shall be retroactively effective to 1 August 2000 if approved by either of the parties or consented to and joined by any of the Municipalities after that date.

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

6. This Agreement may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original, and such counterparts shall constitute but one and the same instrument.

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

Attest:

*Linda A. Lohman*

Name:

Title:

CITY OF ALLENTOWN

By: *Mon T. [Signature]*

Name:

Title:

Attest:

*Robert E. Lee*

Robert E. Lee  
Secretary

LEHIGH COUNTY AUTHORITY

By: *Richard H. [Signature]*

CONSENT AND JOINDER

Borough of Alburtis, a municipality located in Lehigh County, Pennsylvania, for value received, and intending to be legally bound hereby, does join in and consent to the foregoing Amendment to the 1986 Agreement, dated for convenience as of 31 July 2000, by and between the City of Allentown and Lehigh County Authority, and to the extent applicable to it, agrees to abide by the terms of and be duly bound by the terms of said Amendment.

IN WITNESS WHEREOF, Borough of Alburtis has caused this Consent and joinder to be executed and attested by its proper officers, pursuant to proper action taken this 29<sup>th</sup> day of November 2000.

Attest:

[Signature]  
Name: Blenda Meloy  
Title: Borough Secretary

BOROUGH OF ALBURTIS  
By: [Signature]  
Name: Steve Hill  
Title: President

CONSENT AND JOINDER

Lower Macungie Township, a municipality located in Lehigh County, Pennsylvania, for value received, and intending to be legally bound hereby, does join in and consent to the foregoing Amendment to the 1986 Agreement, dated for convenience as of 31 July 2000, by and between the City of Allentown and Lehigh County Authority, and to the extent applicable to it, agrees to abide by the terms of and be duly bound by the terms of said Amendment.

IN WITNESS WHEREOF, Lower Macungie Township has caused this Consent and joinder to be executed and attested by its proper officers, pursuant to proper action taken this 15 day of DECEMBER 2000.

Attest:

[Signature]  
Name: KENNETH DEANGELO  
Title: Secretary

LOWER MACUNGIE TOWNSHIP

By: [Signature]  
Name: ROBERT E. LEE, P.E.  
Title: CHAIRMAN

CONSENT AND JOINDER

Lowhill Township, a municipality located in Lehigh County, Pennsylvania, for value received, and intending to be legally bound hereby, does join in and consent to the foregoing Amendment to the 1986 Agreement, dated for convenience as of 31 July 2000, by and between the City of Allentown and Lehigh County Authority, and to the extent applicable to it, agrees to abide by the terms of and be duly bound by the terms of said Amendment.

IN WITNESS WHEREOF, Lowhill Township has caused this Consent and joinder to be executed and attested by its proper officers, pursuant to proper action taken this 4 day of January 2000.

Attest:

Lucille C. Hahn  
Name: Lucille C. Hahn  
Title: Sec/Treas

LOWHILL TOWNSHIP

By: Eugene R. Weiner  
Name: Eugene R. Weiner  
Title: Chairman

CONSENT AND JOINDER

Borough of Macungie, a municipality located in Lehigh County, Pennsylvania, for value received, and intending to be legally bound hereby, does join in and consent to the foregoing Amendment to the 1986 Agreement, dated for convenience as of 31 July 2000, by and between the City of Allentown and Lehigh County Authority, and to the extent applicable to it, agrees to abide by the terms of and be duly bound by the terms of said Amendment.

IN WITNESS WHEREOF, Borough of Macungie has caused this Consent and joinder to be executed and attested by its proper officers, pursuant to proper action taken this 10 day of January 2000.

Attest:

Michael J. Seislave  
Name: Michael J. Seislave  
Title: Manager

BOROUGH OF MACUNGIE

By: Lynda A. Ippolito  
Name: Lynda A. Ippolito  
Title: President of Council

CONSENT AND JOINDER

Upper Macungie Township, a municipality located in Lehigh County, Pennsylvania, for value received, and intending to be legally bound hereby, does join in and consent to the foregoing Amendment to the 1986 Agreement, dated for convenience as of 31 July 2000, by and between the City of Allentown and Lehigh County Authority, and to the extent applicable to it, agrees to abide by the terms of and be duly bound by the terms of said Amendment.

IN WITNESS WHEREOF, Upper Macungie Township has caused this Consent and joinder to be executed and attested by its proper officers, pursuant to proper action taken this 20th day of FEBRUARY 2008

Attest:

Thomas C. Goetz  
Name: THOMAS C. GOETZ  
Title: SECRETARY

UPPER MACUNGIE TOWNSHIP

By:

Jon T. George  
Name: JON T. GEORGE  
Title: VICE CHAIRMAN

CONSENT AND JOINDER

Upper Milford Township, a municipality located in Lehigh County, Pennsylvania, for value received, and intending to be legally bound hereby, does join in and consent to the foregoing Amendment to the 1986 Agreement, dated for convenience as of 31 July 2000, by and between the City of Allentown and Lehigh County Authority, and to the extent applicable to it, agrees to abide by the terms of and be duly bound by the terms of said Amendment.

IN WITNESS WHEREOF, Upper Milford Township has caused this Consent and joinder to be executed and attested by its proper officers, pursuant to proper action taken this 26 day of FEBRUARY 2008

Attest:

Kimberly D. Shaak  
Name: Kimberly D. Shaak  
Title: SEC./TREAS.

UPPER MILFORD TOWNSHIP

By:

Linden L. Miller  
Name: LINDEN L. MILLER  
Title: TOWNSHIP MANAGER

CONSENT AND JOINDER

Weisenberg Township, a municipality located in Lehigh County, Pennsylvania, for value received, and intending to be legally bound hereby, does join in and consent to the foregoing Amendment to the 1986 Agreement, dated for convenience as of 31 July 2000, by and between the City of Allentown and Lehigh County Authority, and to the extent applicable to it, agrees to abide by the terms of and be duly bound by the terms of said Amendment.

IN WITNESS WHEREOF, Weisenberg Township has caused this Consent and joinder to be executed and attested by its proper officers, pursuant to proper action taken this 11<sup>th</sup> day of March 2002.

Attest:

Donald P. Branninger  
Name: Donald P. Branninger  
Title: Sec. / Treas

WEISENBERG TOWNSHIP

By: Robert G. Milot  
Name: ROBERT G. MILOT  
Title: CHAIRMAN, B.O.S.