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AMENDMENT TO AGREEMENT

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CONSENT AND JOINDER OF THE COUNTY OF LEHIGH

THIS AMENDMENT TO AGREEMENT, dated for convenience as of July 10, 1981 (the "Amendment", which term sometimes is referred to in this document by the use of such words as "hereto", "hereby", "hereof" and "hereunder" or other descriptive words or phrases having similar import), by and among the Townships of Lower Macungie, Upper Macungie, Salisbury and South Whitehall and the Boroughs of Alburdis and Macungie, all Pennsylvania municipal subdivisions, Lower Macungie Township Authority, Upper Macungie Township Authority, Salisbury Township Authority, South Whitehall Township Authority, Borough of Alburdis Sewer Authority and Borough of Macungie Sewer Authority, all Pennsylvania municipality authorities each created by the appropriate municipal subdivision above named, and Lehigh County Authority, a Pennsylvania municipality authority created by the County of Lehigh, Pennsylvania.

WITNESSETH:

WHEREAS, The parties hereto, except the Borough of Alburdis and Borough of Alburdis Sewer Authority, heretofore approved and executed an Agreement¹, dated for convenience as of February 10, 1981 (herein referred to individually as the "Original Agreement"), which Original Agreement presently is effective by reason of the approval and execution thereof by at least 80% of the Municipalities and 80% of the Municipality Authorities named therein, which Original Agreement sets forth terms, provisions and conditions with respect to construction, financing, operation and maintenance, and ownership of a Relief Interceptor System; and

WHEREAS, The County of Lehigh, Pennsylvania (the "County"), approved and executed a Consent and Joinder, dated March 18, 1981, attached to the Original Agreement; and

WHEREAS, Terms and phrases used herein shall have the meanings defined and set forth in the Original Agreement or, where applicable, as defined herein; and

WHEREAS, The parties hereto desire to amend and modify certain terms and provisions of the Original Agreement.

NOW, THEREFORE, The Municipalities, the Municipality Authorities and the County Authority, in consideration of agreements, conditions and covenants herein contained, each intending to be legally bound, covenant and agree as follows:

1. **[Deletion of Original Section 11.]** Section 11 of the Original Agreement hereby is deleted. in its entirety.

¹ **Cross-Reference:** see Modified Ordinances ¶ 65-P(1).

2. **[Substitution of New Consent and Joinder.]** The parties hereto agree that, upon approval of the County, the Consent and Joinder attached to the Original Agreement shall be deemed to be terminated and cancelled and there shall be substituted therefor the Consent and Joinder of the County attached hereto.

3. **[Effective Date; Minimum Number of Parties.]** This Amendment shall become effective upon execution by County Authority and by not less than 80% of the Municipalities and 80% of the Municipality Authorities named herein and by execution by the County of the Consent and Joinder attached hereto. In the event one or more of the Municipalities and/or the Municipality Authorities named herein shall not execute this Amendment, the remaining Municipalities and/or Municipality Authorities, as applicable, which do execute this Amendment shall be and hereby agree to be bound hereby. Thereafter any Municipality and/or Municipality Authority shall be permitted to become a party to the Original Agreement, as amended hereby, by approval and execution of the Original Agreement and this Amendment, subject to conditions set forth therein and herein.

The execution of this Amendment by any Municipality or Municipality Authority shall not be construed in any manner to relieve any other Municipality or Municipality Authority from its obligation to execute the same or its obligation to bear its proper share of all obligations under the Original Agreement, as amended hereby, nor shall the same in any way act as a waiver by any Municipality or Municipality Authority so executing this Amendment to pursue any legal remedy related to the consequences resulting from the failure of any other Municipality or Municipality Authority to execute and join in this Amendment.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment 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.

{Signed and Attested by Officers of the Township of Lower Macungie, Township of Upper Macungie, Township of Salisbury, Township of South Whitehall, Borough of Macungie, Lower Macungie Township Authority, Upper Macungie Township Authority, Salisbury Township Authority, South Whitehall Township Authority, Borough of Macungie Sewer Authority, and Lehigh County Authority. In addition, the Agreement was signed in 1988 as a party, with proper attestation, by Officers of the Borough of Alburdis and the Borough of Alburdis Sewer Authority, with an asterisk footnote as follows: “* Signed in conformity with and subject to Settlement Stipulation (dated December 30, 1987) and reserving all rights contained therein.”}

CONSENT AND JOINDER

COUNTY OF LEHIGH, Pennsylvania (the “County”), for value received and intending to be legally bound hereby, does hereby covenant and agree as follows:

1. The County hereby does agree that the Consent and Joinder attached to the Original Agreement shall be terminated and cancelled as of the date hereof.

2. County hereby does join in and consent to the terms and provisions of the Agreement², dated for convenience as of February 10, 1981, by and among the Townships of Lower Macungie, Upper Macungie, Salisbury and South Whitehall and the Boroughs of Alburdis and Macungie, all Pennsylvania municipal subdivisions, Lower Macungie Township Authority, Upper Macungie Township Authority, Salisbury Township Authority, South Whitehall Township Authority, Borough of Alburdis Sewer Authority and Borough of Macungie Sewer Authority, and Lehigh County Authority, all Pennsylvania municipality authorities (the “Original Agreement”), as amended by the foregoing Amendment.

² **Cross-Reference:** see Modified Ordinances ¶ 65-P(1).

3. If, during the term of the Original Agreement, as amended by the Amendment, the County, by operation of law or by agreement, shall acquire title to the Relief Interceptor System or shall come into possession of the Relief Interceptor System, then all covenants, agreements, responsibilities, duties and obligations of the County Authority under the Original Agreement, as amended by the Amendment, shall bind the County and thereafter shall be the responsibility of the County. In such case all rights and powers of the County Authority under the Original Agreement, as amended by the Amendment, shall inure to the County and the Municipalities and/or the Municipality Authorities shall continue to have the right to use the Relief Interceptor System on the terms and provisions set forth in the Original Agreement, as amended by the Amendment.

4. County hereby acknowledges that efforts currently are underway to establish a regional agency to provide some or all wastewater management services for areas tributary to the Allentown Wastewater Treatment Plant at Klines Island. If such efforts should result in the establishment of such an agency having the capacity to convey, treat and dispose of sewage collected in the Sewage Collection Systems, then County, at such time as it shall acquire title to or shall come into possession of the Relief Interceptor System, agrees to give thorough consideration to any request to transfer or delegate responsibilities related to operation and maintenance of the Relief Interceptor System and/or ownership of the Relief Interceptor System, to said agency, to the extent permissible under the documents executed in connection with the financing of acquisition and construction of any portion of the Relief Interceptor System, subject to the conditions contained in the Original Agreement, as amended by the foregoing Amendment.

5. Terms and phrases used herein shall have the meanings set forth herein or in the Original Agreement or in the foregoing Amendment.

IN WITNESS WHEREOF, the COUNTY OF LEHIGH has caused this Consent and Joinder to be duly executed and attested by its proper officers, pursuant to proper action by its Board of Commissioners, this 29th day of September, 1981.

{Signed and Attested by Officers of the County of Lehigh.}