

ADDENDUM NO. 4
TO
THE 17 APRIL 1991 AMENDMENT
TO
THE 1 APRIL 1983 WASTEWATER
TREATMENT CAPACITY ALLOCATION AGREEMENT
(6.15 MGD)

This ADDENDUM to the 17 April 1991 Amendment to the 1 April 1983 Wastewater Treatment Capacity Allocation Agreement (6.15 MGD), dated for convenience this 31st day of December 2003, by and among LEHIGH COUNTY AUTHORITY ("Authority"), a Pennsylvania municipal authority; COUNTY OF LEHIGH ("County"), a Pennsylvania municipal subdivision; and the Boroughs of ALBURTIS and MACUNGIE, Townships of LOWER MACUNGIE, LOWHILL, UPPER MACUNGIE, UPPER MILFORD, and WEISENBERG, all Pennsylvania municipal subdivisions located in Lehigh County, Pennsylvania, (referred to collectively as "Municipalities").

WITNESSETH:

WHEREAS, the parties entered into an amendment agreement dated 17 April 1991 ("1991 Amendment") to the 1 April 1983 Wastewater Treatment Capacity Allocation Agreement (6.15 MGD) ("1983 Agreement") to deal with the fact that because of its location within Upper Macungie Township, the then newly-built County Pretreatment Plant ("Plant") would treat wastewater from the then Stroh Brewery, the Kraft facility, Upper Macungie Township and other upstream municipalities; and

WHEREAS, the parties entered into an addendum agreement ("Addendum No. 1") dated 8 November 1994 to the 1991 Amendment for the purpose of extending the terms of the 1991 Amendment; and

WHEREAS, the parties entered into an addendum agreement ("Addendum No. 2") dated 31 December 1997 to the 1991 Amendment for the purpose of further extending the terms of the 1991 Amendment; and

WHEREAS, the parties entered into an addendum agreement ("Addendum No. 3") dated 31 December 2000 to the 1991 Amendment for the purpose of further extending the terms of the 1991 Amendment; and

WHEREAS, the discharge from the Plant was below assumed strength concentrations and the 1983 Agreement had no mechanism for the Authority to reflect this benefit in wastewater charges to the Plant; and

WHEREAS, the parties agreed to exempt the discharge from the Plant from certain requirements of the 1983 Agreement and establish a system whereby the Plant receives certain credits against its billings from the Authority to reflect the reductions in strength concentrations in its discharges; and

WHEREAS, in accordance with §2 of the Addendum No. 3, these benefits are to expire on 31 December 2003 unless the parties agree to a further exemption.

NOW THEREFORE, the parties hereto intending to be legally bound hereby represent, covenant and agree as follows:

1. Nothing in this Addendum is intended, and nothing in this Addendum shall be construed to in any way amend, modify, or supersede existing agreements between and among the parties to this Addendum, nor shall this Addendum waive, release, surrender or bar any rights, any issues, transactions or controversies 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 Addendum. All provisions of the 1983 Agreement and 1991 Amendment, other than the term of the Amendment, shall remain in full force and effect.

2. The parties extend the term of the 1991 Amendment for three (3) additional years beyond 31 December 2003, precluding the reinstatement of §3.02 of the 1983 Agreement on 1 January 2004 as provided in §2 of the Addendum No. 3. The reinstatement of §3.02 of the 1983 Agreement shall now occur on 1 January 2007 unless all of the parties agree to a further exemption for the discharge from the Plant prior to that date.

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

4. This Addendum 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.

5. This Addendum shall be binding upon the parties and their respective successors and assigns.

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


ATTEST:


Bradford B. Landon
Solicitor

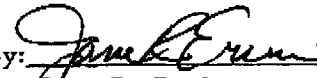
LEHIGH COUNTY AUTHORITY

By: 
Aurel M. Arndt
General Manager


ATTEST:


Name: Carmen J. Sandoval
Position: Executive Assistant


COUNTY OF LEHIGH

By: 
Jane R. Ervin
County Executive


ATTEST:


Name: Melanie Hansen
Position: Borough Secretary


BOROUGH OF ALBURTIS

By: 
Steve Hill
Borough Council President

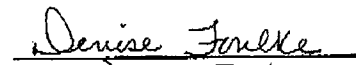
ATTEST:


Name: Michael L. J. Geislove
Position: Borough manager

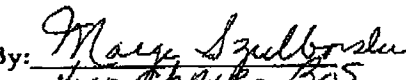
BOROUGH OF MACUNGIE

By: 
Lucy Bererman
Council President

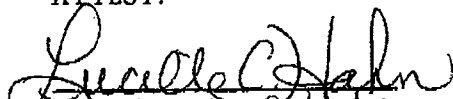
ATTEST:


Name: Denise Foulke
Position: Admn. Asst.

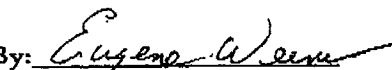
TOWNSHIP OF LOWER MACUNGIE

By: 
Vice Chair - BOS

ATTEST:


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

TOWNSHIP OF LOWHILL

By: 

ATTEST:

TOWNSHIP OF UPPER MACUNGIE

Thomas C. Goer
Name: THOMAS C GOER
Position: SEC. - TREAS.

By: Porter E. Krishna
PORTER E. KRISHNA
CHAIRMAN

ATTEST:

TOWNSHIP OF UPPER MILFORD

Maryann Stauffer
Name:
Position: Secretary

By: Supervisor
SUPERVISOR

ATTEST:

TOWNSHIP OF WEISENBERG

Donald P. Bravinger
Name: Donald P. Bravinger
Position: Sec. - Treas.

By: Robert E. Miller

CONSENT AND JOINDER

Upper Macungie Township Authority, an authority located in Lehigh County, Pennsylvania, for value received, and intending to be legally bound hereby, does join in and consent to the foregoing Agreement, dated for convenience as of 31st December 2003, by and among Lehigh County Authority, County of Lehigh, Boroughs of Alburtis and Macungie, and the Townships of Lower Macungie, Lowhill, Upper Macungie, Upper Milford and Weisenberg, and to the extent applicable to it, agrees to abide by the terms of and be duly bound by the terms of said Agreement.

IN WITNESS WHEREOF, Upper Macungie Township Authority has caused this Consent and Joinder to be executed and attested by its proper officers, pursuant to proper action taken this 31st day of December 2003.

ATTEST:

UPPER MACUNGIE TOWNSHIP AUTHORITY

Porter E. Krishna
Name: PORTER E. KRISHNA
Position: AUTH. SEC

By: Edward J. Farley