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EXHIBIT F4

AMENDMENT AGREEMENT, DATED OCTOBER 8, 1991, BY  
AND BETWEEN THE MUNICIPAL AUTHORITY OF THE  
BOROUGH OF MORRISVILLE, TOWNSHIP OF LOWER  
MAKEFIELD, THE MUNICIPAL SEWER AUTHORITY OF THE  
TOWNSHIP OF LOWER MAKEFIELD, AND YARDLEY  
BOROUGH SEWER AUTHORITY

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AMENDMENT AGREEMENT

This is an Amendment Agreement dated as of *October 8*, 1991 (referred to separately herein as the "1991 Amendment Agreement") by and among THE MUNICIPAL AUTHORITY OF THE BOROUGH OF MORRISVILLE, Bucks County, Pennsylvania ("Morrisville Authority"), TOWNSHIP OF LOWER MAKEFIELD, Bucks County, Pennsylvania, THE MUNICIPAL AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD, Bucks County, Pennsylvania (collectively referred to as "Lower Makefield"), YARDLEY BOROUGH SEWER AUTHORITY, Bucks County, Pennsylvania (hereinafter referred to as "Yardley"), to the 1977 Treatment Agreement, as hereinafter defined.

WITNESSETH:

The Morrisville Authority, Lower Makefield and Yardley are presently parties to an Agreement dated September 1, 1977 ("the 1977 Treatment Agreement") which provides for the treatment and disposal of sanitary sewage collected in Yardley Borough, portions of Lower Makefield and Morrisville Borough at the Morrisville Wastewater Treatment Plant (the "treatment plant") which is owned and operated by Morrisville. The Morrisville Authority, pursuant to a Consent Decree entered into with the Department of Environmental Resources ("DER") agreed to upgrade and expand the treatment plant. The terms and conditions of the DER Consent Decree were incorporated in a Consent Decree entered in the United States District Court for the Eastern District of Pennsylvania at No. 86-4604. Pursuant to the Consent Decree, Morrisville Authority, Lower Makefield and Yardley agreed to participate in

the expansion and upgrading of the treatment plant. Morrisville Authority has designed and constructed an expansion and upgrading of the treatment plant. The new facility has a rated capacity of 7.1 million gallons per day ("mgd") of hydraulic flow capacity. The plant has been designed and constructed to a capacity of 8.7 mgd of hydraulic flow in accordance with the rules and regulations of the Pennsylvania Department of Environmental Resources and Delaware River Basin Commission in effect at the time of design and permitting.

The parties have agreed to an allocation of their respective reserved capacities in the treatment plant and have further agreed to pay to Morrisville Authority certain funds to reimburse Morrisville Authority for the cost of the expansion and upgrading of the treatment plant. The 1977 Treatment Agreement provided that Yardley and Lower Makefield would construct a new 30" relief interceptor and appurtenances ("Delmorr Interceptor"). The Delmorr Interceptor will be owned and maintained jointly by Lower Makefield and Yardley.

The parties have agreed to modify and amend the 1977 Treatment Agreement to provide for accomplishing the above objectives and such other matters as are hereinafter set forth.

1. Reserved Capacity.

Subject to the provisions of this 1991 Amendment Agreement, each party is allocated additional reserved capacity in the expanded treatment plant of 3.1 mgd as follows:

	<u>Additional Capacity (gallons per day)</u>	<u>Percentage of Total Expansion</u>
Morrisville Authority	1,230,000	39.68%
Lower Makefield	1,400,000	45.16%
Yardley Authority	470,000	15.16%

Based upon the current DER rated capacity of 7.1 mgd, total capacity is allocated as follows:

	<u>Total Capacity (gallons per day)</u>	<u>Percentage of Total Capacity</u>
Morrisville Authority	3,103,000	43.70%
Lower Makefield	3,097,000	43.62%
Yardley Authority	900,000	12.68%

It is contemplated that the treatment plant will be re-rated at sometime in the future to a capacity of 8.7 mgd at which time, the reserved capacity of the parties in the re-rated treatment plant will be as follows:

	<u>Total Capacity (gallons per day)</u>	<u>Percentage of Total Re-rated Capacity</u>
Morrisville Authority	4,703,000	54.06%
Lower Makefield	3,097,000	35.60%
Yardley Authority	900,000	10.34%

The engineering, legal and other similar costs of re-rating shall be borne by each party in accordance with the reserved capacity in the re-rated plant (8.7 mgd capacity). Any construction costs necessary to achieve the re-rating shall be borne by Morrisville Authority.

## 2. Project Costs.

The parties have agreed that the total project costs for the upgrading and expansion of the treatment plant is \$10,830,106. Exhibit "A" attached hereto is the Morrisville Authority's

consulting engineer's report itemizing the project costs. Each party has reviewed the report and hereby agrees that it represents the total project costs.

3. Payment of Project Costs.

A. The Morrisville Authority's share of the project cost is \$4,489,915. The Morrisville Authority has initially paid the entire project cost.

B. The Lower Makefield share of the project cost is \$4,608,085. Lower Makefield has periodically made payments towards its share of the project cost. As of the signing of this Agreement, the parties agree that the balance due from Lower Makefield is \$2,176,748. Lower Makefield agrees to deposit in an interest bearing escrow account at the Continental Bank this sum on or before November 15, 1991. Continental Bank shall be authorized to pay over these funds at the time that Morrisville Authority closes on its financing of the project costs. All interest earned on the escrow account shall be paid to Lower Makefield.

C. The Yardley share of the project cost is \$1,732,106. Yardley has paid \$97,210. on account of such sum leaving a balance due of \$1,634,896. Yardley agrees to pay this sum to Continental Bank on or before November 15, 1991. Continental Bank shall be authorized to pay over these funds at the time that Morrisville closes on its financing of the project costs. All interest earned on the escrow account shall be paid to Yardley.

4. Delmorr Interceptor.

The 1977 Treatment Agreement requires Yardley and Lower Makefield to construct a 30" relief interceptor line. The parties agree that Yardley and Lower Makefield will make its best efforts to design, construct and complete this project (the "Delmorr Project") within fifteen (15) months from the execution of this 1991 Amendment Agreement.

Yardley and Lower Makefield will assume the responsibility for the design, construction and completion of the Delmorr Project. Lower Makefield and Yardley have further agreed that they will each share in the project cost based on the following percentages: 80% - Lower Makefield; 20% - Yardley.

Lower Makefield has agreed to finance the project costs. Yardley has agreed to pay on an annual basis its share of the project cost including interest and other costs of financing.

Prior to the commencement of construction, construction plans and specifications shall be submitted to Morrisville Authority for its review and approval, which approval shall not be unreasonably withheld. Yardley and Lower Makefield have agreed that the ownership of the Delmorr Interceptor will remain in Yardley and Lower Makefield in accordance with the aforesaid percentage of participation. Lower Makefield agrees that it will maintain the Delmorr Interceptor. Yardley agrees, on an annual basis, to reimburse Lower Makefield its share of the costs of maintenance.

To the extent permitted by law, Lower Makefield and Yardley jointly and severally, shall defend, indemnify and hold harmless the Morrisville Authority and the Borough of Morrisville, and their Board or Council members, officers, employees, servants, agents, successors and assigns from and against any and all liabilities, claims, demands, lawsuits, actions, causes of action, third party claims, other proceedings, claims of lien, liens, civil or criminal penalties, fines, debts, accounts, damages, losses and other costs and expenses and fees (all of which hereinafter are referred to collectively as "damages") which relate to, arise out of or result from the construction or operation of the South Delmorr Avenue Interceptor, provided that any such damages are (i) attributable to bodily injury to, or sickness, disease or death of, or personal injury other than bodily injury to, any person or persons, including but not limited to employees of Lower Makefield and Yardley, or damage to or destruction of tangible property of whatever kind and nature, and (ii) is caused in whole or in part by either (a) any willful misconduct or negligent acts or omissions of Lower Makefield or Yardley, or any of their officers, employees, servants, agents, contractors, subcontractors or material suppliers of contractors, or anyone acting under or on behalf of Lower Makefield or Yardley in the construction or operation of the South Delmorr Avenue Interceptor, regardless of whether or not it is caused in part by a party indemnified hereunder, or (b) arises out of operation of law as a consequence of any act or omission of Lower Makefield or Yardley,

or any contractor, or any subcontractor or material supplier of any contractor, or anyone acting under or on behalf of Lower Makefield or Yardley, or any of them, in the construction or operation of the South Delmorr Avenue Interceptor, regardless of whether any of them has been negligent.

5. Treatment Plant Operation.

Morrisville Authority is the current owner of the treatment plant and has agreed to assume the responsibility for the operation and maintenance of the treatment plant. Any fines or penalties which are assessed against the parties by any regulatory agency or private citizens suit and which are directly related to the operation of the treatment plant, except as hereinafter provided shall be paid by Morrisville Authority. Each party shall pay its share of any fines or penalties imposed by any regulatory agency or private citizens suit in accordance with the percentage which its reserved capacity bears to the total rated capacity only if the fine, penalty, or private citizens suit is based upon a violation which was beyond the reasonable control of Morrisville Authority, including acts of God, war, strikes, civil strife, or similar unexpected emergencies.

Any fines and penalties that are assessed by any regulatory agency or private citizens suit which are related to any parties exceeding its reserve capacity shall be paid by the party who has exceeded its capacity.

Any fines and penalties which are assessed against any party based on delivery of sewage in violation of the provisions of the 1977 Treatment Agreement and/or this 1991 Amendment Agreement,



DER regulations, EPA regulations, or private citizens suit shall be paid for by the party delivering the sewage. Since fines and penalties will be assessed against the operator of the treatment plant, each party agrees to indemnify Morrisville Authority to the extent that it is responsible for the fines and penalties being assessed.

Morrisville Authority, under the provisions of the 1977 Treatment Agreement, agrees to operate and maintain the treatment plant in good order and pursuant to all applicable regulatory requirements. In the event that future capital expenditures are made necessary by Morrisville Authority's failure to properly maintain the treatment plant, said expenditures shall be the sole responsibility of Morrisville Authority.

6. Capital Expenditures.

On or before November 1 of each year, Morrisville shall supply to Yardley and Lower Makefield a capital improvement budget specifying capital improvements to the plant that it recommends installing for the following year. Such budget shall be accompanied by a detailed engineering report explaining the reasons for the capital improvement.

Yardley and Lower Makefield, within forty-five (45) days from receipt of the capital improvement budget, shall approve or reject the capital improvement budget. The parties, however, shall not unreasonably withhold their approval of the budget. Each party shall be responsible for the payment of its share of the actual cost of completing the capital improvement allocated

in proportion to each party's reserved capacity in the plant.

7. Indemnification.

Each of the parties hereto agrees to indemnify and hold the other parties harmless from any liability, including for the payment of attorney's fees, arising out of the failure of such party to comply with its obligations under the 1977 Agreement, as amended herein.

8. Morrisville Authority's Guaranty to Lower Makefield.

Lower Makefield has agreed to purchase additional capacity from what it was obligated to purchase under the DER consent proceedings and the "Consent Decree". The capacity referred to in this paragraph is included in Lower Makefield's reserved capacity as set forth in Paragraph 1. Lower Makefield has further agreed to reverse the sewage flows from the Heacock Pumping Station to be treated at the Morrisville Authority Plant and in doing so will be making a significant capital investment. Morrisville Authority covenants and agrees that it shall reserve and make available to Lower Makefield the additional capacity of 1.00865 mgd needed to supply the needs of the Heacock Pumping Station reversal and to that extent, will use its reserved capacity, if necessary, to accommodate the needs of the capacity requirements of Lower Makefield, and will further agree to pay to Lower Makefield any damages which Lower Makefield may incur resulting from its failure to make available to Lower Makefield the 1.00865 mgd capacity. Lower Makefield expressly agrees that it will not send any flows to Morrisville Authority by way of the Heacock

Pumping Station prior to the completion and operation of the Delmorr Interceptor.

9. Condition for Lower Makefield's Obligations.

Except for the obligation to design and construct the Delmorr Interceptor as set forth in paragraph 4 above, which the parties agree must be constructed in any event, Lower Makefield's obligations under the provisions of this 1991 Amendment Agreement are conditioned upon receipt of an approval from the Department of Environmental Resources of a 537 Plan proposing to reverse the flows of the Heacock Pumping Station from the Neshaminy Interceptor to the Morrisville Treatment Plant.

10. Audit Report.

Morrisville Authority shall supply to each party to this 1991 Amendment Agreement on or before July 1 of each year an itemized financial statement prepared by its certified public accountant covering the cost of operation of the treatment plant for the prior calendar year.

11. Access to Plant.

Morrisville Authority agrees that representatives of Lower Makefield and Yardley shall have access to the Morrisville Authority's sewage treatment plant at reasonable times.

12. Insurance Provisions.

Morrisville Authority covenants and agrees to maintain in effect at all times during the term hereof insurance against such risks and in such amounts as are usual with respect to similar properties as provided for in Morrisville Authority's 1977 Trust Indenture.

13. Resolution of Disputes.

Any dispute, controversy or claim arising out of or relating to this 1991 Amendment Agreement, or the breach thereof, shall be submitted by the parties to a mutually acceptable sole arbitrator, to be settled by arbitration in accordance with the Uniform Arbitration Act of the Commonwealth of Pennsylvania, 42 Pa.C.S.A. §7301, et seq. If the parties cannot agree upon a person to act in the capacity of arbitrator within twenty (20) days of a formal demand for arbitration of a dispute, controversy or claim, then either party may request any Judge of the Court of Common Pleas of Bucks County, Pennsylvania to select a disinterested member of the bar of Bucks County, Pennsylvania to act in the capacity of sole arbitrator for the resolution of such dispute, controversy or claim. Each party shall pay its own expenses of arbitration, and the expense of the sole arbitrator shall be divided equally between or among the parties.

14. No Waiver of Rights.

The failure of any party hereto to insist upon strict performance of this 1991 Amendment Agreement or any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

15. Integration Clause.

This 1991 Amendment Agreement constitutes an amendment to the 1977 Treatment Agreement and to the extent that the provisions of the 1977 Treatment Agreement are not amended herein, that Agreement remains in full force and effect. This 1991 Amendment Agreement may only be modified, supplemented or amended by a written agreement signed by all parties hereto.

16. Severability.

Should any one or more of the provisions of this 1991 Amendment Agreement for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this 1991 Amendment Agreement; and this 1991 Amendment Agreement shall in all circumstances be construed and enforced as if such illegal or invalid provision had not been contained herein.

17. Transferability.

If any one of Lower Makefield, Yardley or Morrisville Authority shall at any future time transfer its respective sewer system to its incorporating municipality whether by lease, deed or otherwise, then this 1991 Amendment Agreement shall likewise be assigned and upon such assignment their respective assignees shall be subject to all of the above obligations and shall be entitled to receive all of the rights and benefits of this 1991 Amendment Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this 1991 Amendment Agreement to be executed by a duly authorized officer, and its corporate seal to be affixed hereto and attested by its Secretary, the day and year first above written.

THE MUNICIPAL AUTHORITY OF  
THE BOROUGH OF MORRISVILLE

BY: Joseph F. Catanio  
Chairman

Attest:

John J. Whelan  
Secretary

TOWNSHIP OF LOWER MAKEFIELD

BY: Robert Stahl  
Chairman

Attest:

Thomas H. Adams  
Secretary

THE MUNICIPAL SEWER AUTHORITY OF  
THE TOWNSHIP OF LOWER MAKEFIELD

BY: Mike Richards  
Chairman

Attest:

William F. Schorner  
Secretary

YARDLEY BOROUGH SEWER AUTHORITY

BY: John W. Hoffman  
Chairman

Attest:

A. J. [Signature]  
Secretary

**Susan Posternock**  
215.665.3007  
Susan.posternock@obermayer.com  
www.obermayer.com

**Obermayer Rebmann Maxwell  
& Hippel LLP**  
Centre Square West  
1500 Market Street | Suite 340  
Philadelphia, PA 19102-2101  
P: 215.665.3000  
F: 215.665.3165

January 27, 2021

Morrisville Municipal Authority  
Attn: Right-to-Know Officer  
35 Union St  
Morrisville, PA 19067

RE: Right-To-Know Request

On behalf of Thomas Wyatt, Esquire, I am seeking copies of the contract exhibits bolded below:

- A. March 11, 1964 – Municipal Authority of the Borough of Morrisville, the Municipal Sewer Authority of the Township of Lower Makefield, and the Yardley Borough Sewer Authority to accept Sewage from LMT and Yardley
  - 1. **Missing Items:**
    - i. **Exhibit A – Map of areas that can discharge within LMT and Yardley to Morrisville. Noted in Section 1.**
  
- B. October 8, 1991 – The Municipal Authority of the Borough of Morrisville, Township of Lower Makefield, the Municipal Authority of the Township of Lower Makefield, Yardley Borough Sewer Authority
  - 1. **Missing Items:**
    - i. **Exhibit A – Breakdown of plant expansion costs from Morrisville’s consulting engineer. Noted in Section 2.**

Please let me know whether there costs associated with this request, and how I can submit payment. I am available via email at [susan.posternock@obermayer.com](mailto:susan.posternock@obermayer.com) or phone at 215.665.3007 should there be any questions or concerns regarding this request.

Regards,  
Susan Posternock



MUNICIPAL AUTHORITY OF  
THE BOROUGH OF MORRISVILLE

35 UNION STREET  
MORRISVILLE, PA 19067  
(O) (215) 295-8181 • (215) 736-3760 (F)

JOHN J. WARENDA, JR.  
EXECUTIVE DIRECTOR  
[warendaesq@gmail.com](mailto:warendaesq@gmail.com)

January 28, 2021

VIA EMAIL ONLY: [susan.posternock@obermayer.com](mailto:susan.posternock@obermayer.com)

Susan Posternock  
1500 Market Street West  
Philadelphia, PA 19102

Re: Right-to-Know Request  
Received: 01/27/2021  
Five-day response due: 02/04/2021

Dear Ms. Posternock:

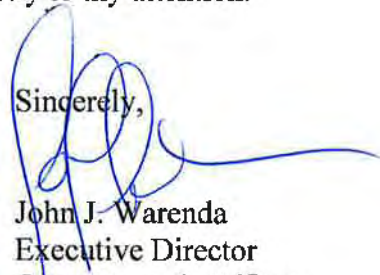
The referenced Right-to-Know request has been forwarded to my attention for response.

It appears that the exhibits requested were not attached to the scanned electronic copies of the contracts identified. We believe that they are included with archived paper originals or copies, but must conduct a search. The search may require the retrieval of a record stored in a remote location. We will act promptly but, as a matter of prudence, be advised that the extent or nature of the request precludes a response within five (5) business days.

In accordance with Section 902 of the Right-to-Know Law, be further advised that all records which exist and are responsive to your request will be provided on or before March 8, 2021. The final response will be provided electronically in accordance with your request, to the referenced email address which you provided.

Please direct any further correspondence directly to my attention.

Sincerely,



John J. Warena  
Executive Director  
Open-Records Officer

cc: Catherine Anne Porter, Esquire





MUNICIPAL AUTHORITY OF  
THE BOROUGH OF MORRISVILLE

35 UNION STREET  
MORRISVILLE, PA 19067  
(O) (215) 295-8181 • (215) 736-3760 (F)

JOHN J. WARENDA, JR.  
EXECUTIVE DIRECTOR  
[warendaesq@gmail.com](mailto:warendaesq@gmail.com)

March 17, 2021

**VIA EMAIL ONLY: [susan.posternock@obermayer.com](mailto:susan.posternock@obermayer.com)**

Susan Posternock  
1500 Market Street West  
Philadelphia, PA 19102

Re: Right-to-Know Request  
Received: 01/27/2021  
30-day response due: 03/08/2021

Dear Ms. Posternock:

I apologize for the tardy response.

As previously noted, the exhibits you requested were not attached to our scanned electronic copies of the contracts identified. I had both a current staff member and retired Wastewater Plant Superintendent Rick Dulay search open paper files and archived documents; and, asked our outside consulting engineer to check their files. We just do not have those exhibits. I even tried looking in a couple of "unconventional" places (e.g., behind a set of shelves and an older cabinet) myself. I, too, would like to see those older plans.

I have to conclude that they don't exist. For what it's worth – it's not responsive, but may be of some interest – I am including a current color-coded map of sewage drainage areas for Lower Makefield Township.

If you believe that this response denies your request in whole or in part you have a right to appeal this decision to the Pennsylvania Office of Open Records (OOR). If you choose to file an appeal you must do so within 15 business days of the mailing date of this response. A copy of your original Right-to-Know request and this denial letter must be included. See, Section 1101 of the RTKL; 65 P.S. § 67.1101. The address to contact, as well as reference to the OOR website, follows:

I am available if you have any questions with which I may be able to assist.

Commonwealth of Pennsylvania  
Office of Open Records  
333 Market Street, 16th Floor  
Harrisburg, PA 17101-2234  
Phone: 717-346-9903  
Fax: 717-425-5343  
Email: [openrecords@pa.gov](mailto:openrecords@pa.gov)






Sincerely,

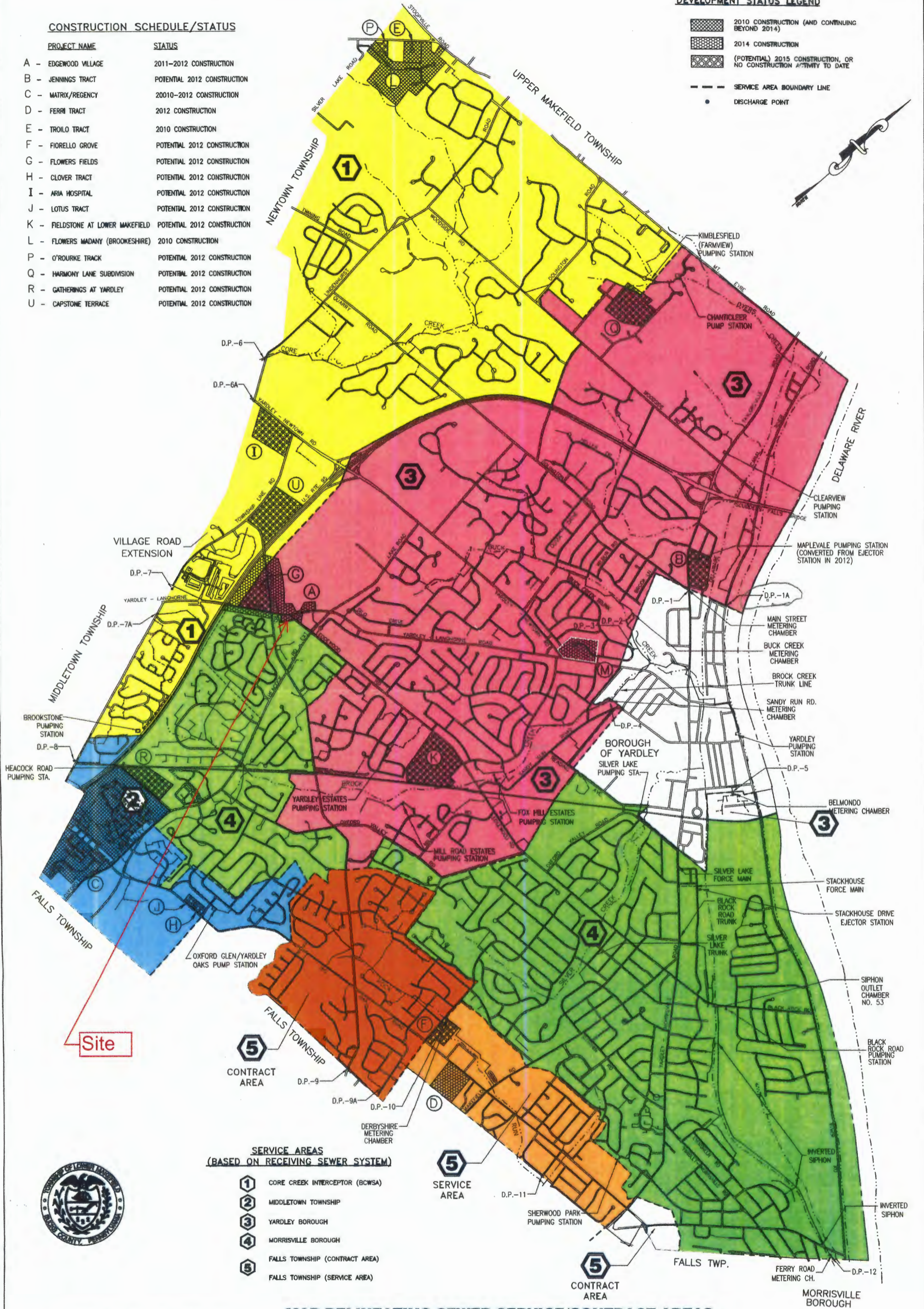
  
John J. Warena  
Open Records Officer

**CONSTRUCTION SCHEDULE/STATUS**







PROJECT NAME	STATUS
A - EDGEWOOD VILLAGE	2011-2012 CONSTRUCTION
B - JENNINGS TRACT	POTENTIAL 2012 CONSTRUCTION
C - MATRIX/REGENCY	20010-2012 CONSTRUCTION
D - FERRI TRACT	2012 CONSTRUCTION
E - TROILO TRACT	2010 CONSTRUCTION
F - FIORELLO GROVE	POTENTIAL 2012 CONSTRUCTION
G - FLOWERS FIELDS	POTENTIAL 2012 CONSTRUCTION
H - CLOVER TRACT	POTENTIAL 2012 CONSTRUCTION
I - ARIA HOSPITAL	POTENTIAL 2012 CONSTRUCTION
J - LOTUS TRACT	POTENTIAL 2012 CONSTRUCTION
K - FIELDSTONE AT LOWER MAKEFIELD	POTENTIAL 2012 CONSTRUCTION
L - FLOWERS MADANY (BROOKESHIRE)	2010 CONSTRUCTION
P - O'ROURKE TRACK	POTENTIAL 2012 CONSTRUCTION
Q - HARMONY LANE SUBDIVISION	POTENTIAL 2012 CONSTRUCTION
R - GATHERINGS AT YARDLEY	POTENTIAL 2012 CONSTRUCTION
U - CAPSTONE TERRACE	POTENTIAL 2012 CONSTRUCTION

**DEVELOPMENT STATUS LEGEND**

-  2010 CONSTRUCTION (AND CONTINUING BEYOND 2014)
-  2014 CONSTRUCTION
-  (POTENTIAL) 2015 CONSTRUCTION, OR NO CONSTRUCTION ACTIVITY TO DATE
-  SERVICE AREA BOUNDARY LINE
-  DISCHARGE POINT



**SERVICE AREAS (BASED ON RECEIVING SEWER SYSTEM)**

-  CORE CREEK INTERCEPTOR (BCWSA)
-  MIDDLETOWN TOWNSHIP
-  YARDLEY BOROUGH
-  MORRISVILLE BOROUGH
-  FALLS TOWNSHIP (CONTRACT AREA)
-  FALLS TOWNSHIP (SERVICE AREA)

**MAP DELINEATING SEWER SERVICE/CONTRACT AREAS**

TOWNSHIP OF LOWER MAKEFIELD  
BUCKS COUNTY, PENNSYLVANIA

**DISCLAIMER**

THIS PLAN WAS BASED ON THE ORIGINAL PREPARED BY:  
CKS ENGINEERS, INC., DOYLESTOWN, PA;  
TITLED: "2005 CHAPTER 94 REPORT PLATE No. 1",  
TOWNSHIP OF LOWER MAKEFIELD, BUCKS COUNTY, PENNSYLVANIA;  
DRAWING NO. 2400-54, DATED: 2/23/06.

**TRI-STATE ENGINEERS & LAND SURVEYORS, INC.**  
CIVIL ENGINEERS LAND PLANNERS  
SANITARY ENGINEERS LANDSCAPE ARCHITECTS  
801 West Street Road, Feasterville, Pennsylvania, 19053  
SCALE: 1"=600' DATE: 1/20/2016 DRAWN BY: DSGN. BY: TSE FILE No. LM-111 DWG. NO. PRLMM035 SHEET NO. 1 OF 1  
DWG FILE PATH/NAME: E:\Projects\2016\1-20-2016\LM-111\DWG\2016-01-20\1-20-2016-01-20-111-001.dwg

