
EXHIBIT F5

SECOND AMENDMENT AGREEMENT, DATED JUNE 24, 1993,
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

SECOND AMENDMENT AGREEMENT

This is a Second Amendment Agreement dated as of *June 24*, 1993 (referred to separately herein as the "1993 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.

RECITALS:

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 Authority. The parties hereto amended the said Agreement as of October 8, 1991 in connection with the expansion and upgrading of the treatment plant.

Morrisville Authority and Lower Makefield are parties to litigation pending in the Court of Common Pleas of Bucks County, Pennsylvania, Number 85-8044-09-1, involving a dispute under the 1977 Treatment Agreement. As partial consideration for the compromise settlement of that action, the parties hereto, intending to be legally bound, agree to further amend the 1977 Treatment Agreement as hereinafter set forth.

1. Upon execution of this Agreement Lower Makefield shall pay to Morrisville Authority the sum of seventy-five thousand dollars (\$75,000) in full and final settlement of any and all outstanding claims or liability for excess sewage flows arising out of Section

23 of the 1977 Treatment Agreement, from the inception of the Agreement until the present time. Upon payment of the foregoing sum, the parties shall mark the said litigation Settled, Discontinued and Ended with prejudice.

2. Section 23 of the 1977 Treatment Agreement is hereby deleted. In lieu of the penalty provisions contained therein, the parties agree as follows:

Section 23. Flow Studies.

a. If any party has commenced the use of 80% of its reserved capacity (calculated based upon a thirty (30) day calendar month average) or will exceed 100% of its reserved capacity within five (5) years as projected in any Chapter 94 Report, such party agrees to conduct a study and submit a written report of its findings to each of the other parties within 120 days, to include corrective action, if indicated.

b. If any party has commenced the use of 90% of its reserved capacity (calculated on a thirty (30) day calendar month average) or exceeds its capacity on five (5) successive days or eight (8) days in any calendar month, such party agrees to

(i) Conduct a study and submit a written report of its findings to each of the other parties and initiate corrective action within 120 days, if indicated.

(ii) Initiate inflow and infiltration studies and take corrective action, if indicated.

c. If any party exceeds its reserved capacity on ten (10) days in any calendar month, absent a major flood event, such party agrees to a prohibition on additional connections to its sewage collection system pending initiation of corrective action. In order to resume connections, such party shall provide a written report to each of the other parties indicating the feasibility of such proposed corrective action, and shall have initiated such corrective action.

Nothing in this section shall be construed in derogation of the rules or regulations of any regulatory agency having jurisdiction over the parties hereto, which rules and regulations shall govern if they are in conflict with any provision contained herein.

3. This Second 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 Second Amendment Agreement may only be modified, supplemented or amended by a written agreement signed by all parties hereto.

IN WITNESS WHEREOF, each of the parties hereto has caused this Second 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. Catania
Chairman

Attest:

Anthony Dominic
Secretary

TOWNSHIP OF LOWER MAKEFIELD

BY: Michael
Chairman

Attest:

Whaley W. Brown
Secretary

THE MUNICIPAL AUTHORITY OF THE
TOWNSHIP OF LOWER MAKEFIELD

BY: David Breders
Chairman

Attest:

Judrey F. Solomon
Secretary

YARDLEY BOROUGH SEWER AUTHORITY *

BY: John W. Brown
Chairman

Attest:

A. J. O'Connell
Secretary

*as to paragraphs 2 and 3