
EXHIBIT F16

ADDENDUM AGREEMENT, DATED APRIL 11, 1989, BY AND
BETWEEN MIDDLETOWN TOWNSHIP, LOWER MAKEFIELD
TOWNSHIP, AND THE MUNICIPAL SEWER AUTHORITY OF
THE TOWNSHIP OF LOWER MAKEFIELD

ADDENDUM AGREEMENT

April 11, 1989

WHEREAS, MIDDLETOWN TOWNSHIP ("MIDDLETOWN"), LOWER MAKEFIELD TOWNSHIP ("LOWER MAKEFIELD") and THE MUNICIPAL SEWER AUTHORITY OF THE TOWNSHIP OF LOWER MAKEFIELD ("AUTHORITY") entered into an Agreement on the 28th day of January 1980, for the transportation of sewage from a certain portion of Lower Makefield through an interceptor line owned by MIDDLETOWN to the Neshaminy Interceptor Line; and

WHEREAS, the parties have met and have agreed to certain modifications in the aforesaid Agreement as hereinafter set forth,

NOW, THEREFORE, for and in consideration of the mutual promises herein contained and other good and valuable considerations, it is agreed as follows:

- 1. SECTION 2 of the Agreement is hereby modified as follows:

"SECTION 2. This Agreement shall be in full force and effect for a period of forty (40) years commencing with the date of the issuance by AUTHORITY of the first sewage connection permit to the AUTHORITY'S collection system located within the aforesaid service area. MIDDLETOWN acknowledges that AUTHORITY'S proposed collection system in the aforesaid service area shall be constructed by private developers and when completed, dedicated to AUTHORITY and because of such fact MIDDLETOWN agrees that this Agreement shall be in full force and effect for a period of not less than five (5) years from the date of its execution. In the event that the aforesaid proposed collection system is constructed and at least partially in operation within said five (5) year period, then this Agreement shall remain in full force and effect for the forty (40) year period as stated above. If within ten (10) years from the date of the first connection LOWER MAKEFIELD has not used the entire allocation, then such unused capacity shall revert to MIDDLETOWN unless LOWER MAKEFIELD agrees to pay to MIDDLETOWN a sum calculated by multiplying the amount of the unused capacity times the annual rate then in effect."

2. The area in LOWER MAKEFIELD which comprises the Bellemead Corporate Center project shall be served by LOWER MAKEFIELD subject, however, to the terms and conditions of the January 28, 1980 Agreement and this Addendum thereto.

3. In addition to the capacity agreed to in the Agreement dated January 28, 1980, MIDDLETOWN shall accept additional capacity totalling .2 MGD average flow.

4. LOWER MAKEFIELD agrees at the time that it approves the Bellemead Land Development Project Final Plan Application, which shall utilize the additional capacity reserved pursuant to this Addendum, to pay to MIDDLETOWN as an additional capital contribution, a sum of NINETY THOUSAND (\$90,000.00) DOLLARS.

5. SECTION 14 of the Agreement is modified to read as follows:

"AUTHORITY shall collect from each unit connecting to the system, a tie-in fee in accordance with the tie-in fee ordinance then in effect in LOWER MAKEFIELD, but never in an amount which is lower than the connection fee rate that is in effect in MIDDLETOWN TOWNSHIP. Within thirty (30) days from receipt of such tie-in, LOWER MAKEFIELD shall remit fifty (50%) percent of the fee collected to MIDDLETOWN, or the amount of the fee established by MIDDLETOWN TOWNSHIP, whichever is greater."

"In addition thereto, LOWER MAKEFIELD shall be responsible for the collection of any connection or tie-in fee imposed by the Bucks County Water and Sewer Authority."

6. All other terms and conditions of the Agreement dated January 28, 1980 shall be applicable to the additional reserve capacity and all other terms and conditions of the aforesaid Agreement, except as modified herein, will remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written, fully intending to be legally bound hereby.

TOWNSHIP OF LOWER MAKEFIELD

By: [Signature]
Chairman

ATTEST: [Signature]
Secretary

MUNICIPAL SEWER AUTHORITY OF THE
TOWNSHIP OF LOWER MAKEFIELD

By: [Signature]
Chairman

ATTEST: [Signature]
Secretary

TOWNSHIP OF MIDDLETOWN

By: [Signature]
Chairman

ATTEST: [Signature]
Secretary

BUCKS COUNTY WATER AND SEWER AUTHORITY hereby approves the within Addendum Agreement.

BUCKS COUNTY WATER
AND SEWER AUTHORITY

BY [Signature]
Chairman