

EXHIBIT F3

ADDENDUM TO INTER MUNICIPAL SEWAGE AGREEMENT

THIS AGREEMENT, entered into this 19th day of March, 2008, by and

between:

THE BOROUGH OF GREENVILLE, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business in Greenville, Mercer County, Pennsylvania, hereinafter "Borough;"

AND

THE GREENVILLE SANITARY AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business in Greenville, Mercer County, Pennsylvania, hereinafter "Greenville Authority;"

AND

THE TOWNSHIP OF WEST SALEM, a Second Class Township organized and existing under the laws of the Commonwealth of Pennsylvania, with a place of business on the Vernon Road, West Salem Township, Mercer County, Pennsylvania, hereinafter "Township;"

AND

THE WEST SALEM TOWNSHIP MUNICIPAL SEWAGE AUTHORITY, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter "West Salem Authority."

WHEREAS, the parties hereto entered into and Inter Municipal Sewage Agreement dated October 28, 1998; and, the parties now wish to amend subparagraph 3.3 of Article III and paragraph (c) of Article V of said Agreement.

NOW, THEREFORE, in consideration of the mutual premises, promises and covenants hereinbefore and hereinafter set forth, the parties agree as follows:

1. Subparagraph 3.3 of Article III of the Agreement of October 28, 1998, is hereby rescinded; and, in substitution thereof shall provide as follows:

“West Salem Authority shall be solely responsible for the design, permits, easement acquisition, installation, and construction of all pump stations, grinder pumps, interceptor sewers and collector sewers to the connection points on the Borough corporate boundary. The Borough will operate, maintain and pay for the utility charges of the West Salem Authority system after completion of the construction of same, the cost being included as part of the rate to be charged by the Borough to the Township for each equivalent dwelling unit (EDU) in service. The Borough shall also be solely responsible for the replacement of all West Salem Authority owned pump station equipment, grinder pumps, interceptor sewers and collector sewers constructed under the current project when required by the process of age or accident. The Borough shall not be responsible for the replacement of any West Salem Authority owned pump station equipment, grinder pumps, interceptor sewers, or collector sewers caused by the addition of new customers. Notwithstanding the Borough's obligation to repair and if necessary replace existing facilities, if the need for replacement is necessitated because of greater capacity being required to service additional Township customers, then the Township or its Authority shall be required to bear the cost of replacement to service such need.”


2. Paragraph (c) of Article V of the Agreement of October 28, 1998, is hereby rescinded; and, in substitution thereof shall provide as follows:

“The Borough shall have the sole and absolute right and authority to establish the rates that shall be charged to its own residents and industries, which rates shall be applicable to Township users as herein provided, all in accordance with good accounting, engineering and business practices. The Borough will use its best efforts to give the West Salem Authority not less than ninety (90) days notice of any future rate increase, and the West Salem Authority will use its best efforts to pay over to the Greenville Authority such amounts as are properly due as a result of any rate increases imposed pursuant to Article V.”

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed by the officials duly authorized by the proper corporate resolutions, as reference to the minutes of the meetings of said parties shall disclose, each intending to be legally bound hereby.

(SIGNATURE PAGE FOLLOWS)

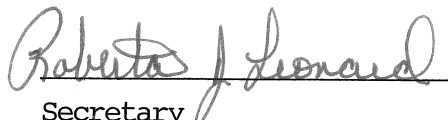
ATTEST:

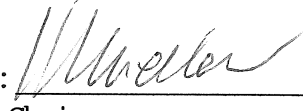

Secretary

BOROUGH OF GREENVILLE

By: 
President

GREENVILLE SANITARY AUTHORITY


Secretary

By: 
Chairman

TOWNSHIP OF WEST SALEM


Secretary

By: 
Supervisor

WEST SALEM TOWNSHIP MUNICIPAL
SEWAGE AUTHORITY


Secretary

By: 
Chairman