
EXHIBIT F43

AMENDMENT TO SERVICE AGREEMENT, DATED JULY 7, 1981,
BY AND AMONG DELCORA
AND DARBY CREEK JOINT AUTHORITY

AMENDMENT TO SERVICE AGREEMENT

This Agreement is made as of the 1st day of July, 1981 between DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY (DELCORA), a municipal authority organized by the County of Delaware (the County) under the provisions of the Municipality Authorities Act of 1945 of Pennsylvania, as supplemented and amended, and DARBY CREEK JOINT AUTHORITY (DCJA), a municipal authority organized by certain municipalities in the said County, and existing under the said Act. The purpose of this agreement is to amend certain provisions of the Service Agreement entered into between DELCORA and DCJA (original agreement).

Section 3.02 of Article 3 of the original agreement shall, and the same hereby is, amended to read as follows:

"3.02 Operating and Capital Costs shall mean the total of the following items, each such item being determined for the calendar year or portion thereof under consideration: (1) the pro rata share of DELCORA's administration expenses (as defined and determined in Section 3.03); (2) all the expenses and costs of effective and reasonable operation, maintenance, repair, renewal or replacement of the Eastern Delaware County Conveyance System, as defined in Section 3.04, and of

making all ordinary improvements thereto, the costs of which are not otherwise provided for;

(3) all amounts which DELCORA is required to pay under the City Agreement for treatment of sewage flowing through the DC Bypass; (4) all amounts which DELCORA is required to pay from time to time to carry and amortize that portion of its temporary or bonded indebtedness allocable to the "project costs" as defined in Section 3.05, of Constructing the Eastern Delaware County Conveyance System including required payments for reserve funds, provided that until the CDCA and MA systems are connected to the Eastern Delaware County Conveyance System, but not for longer than two (2) years after the DCJA facilities are connected to said system, such amounts for debt service will be prorated between CDCA, MA and DCJA in accordance with the initial estimated flows from such parties as set forth in Exhibit "C" attached to the original agreement; and (5) all amounts which DELCORA is required to pay from time to time as costs of borrowing money for the purpose of funding its

financial requirements pending its receipt of revenues required for that purpose."

Section 3.08 of Article 3 shall be amended to read as follows:

"3.08 Payments on Estimates. DCJA agrees to pay its proportionate share of the estimated operating and capital costs for the next succeeding calendar year in four (4) equal installments to be paid on or before March 31, June 30, September 30, and December 31 of such year."

A new section designated as Section 3.12 shall be added to Article 3 to read as follows:

"3.12 Financial Services. DCJA may request DELCORA to administer its member billings and/or manage all or a portion of its receipts. Until funds are due to DELCORA, all interest earnings accumulated on any such receipts held by DELCORA will be credited in full to DCJA."

All other terms and conditions of the Agreement dated the first day of December 1973, are to remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused
this agreement to be executed by their respective duly authorized
officers and their respective seals to be hereunto affixed.

(CORPORATE SEAL)

Attest: *Rachel D. Wythes*
Secretary

(CORPORATE SEAL)

Attest: *Cornelius C. Mearns*
Secretary

DELAWARE COUNTY REGIONAL WATER
QUALITY CONTROL AUTHORITY

By *John J. O'Malley*
Chairman

DARBY CREEK JOINT AUTHORITY

By *C. R. Johnson*
Chairman

RECORDED