
EXHIBIT F111

AMENDMENT TO AGREEMENT,
DATED DECEMBER 17, 2013, BY AND AMONG
SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY
AND DELCORA

**AMENDMENT TO AGREEMENT
DATED DECEMBER 21, 2009**

THIS AMENDMENT is made as of the 17th day of **December, 2013** between SOUTHWEST DELAWARE COUNTY MUNICIPAL AUTHORITY ("SOUTHWEST"), a Pennsylvania Municipal Authority, and DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY ("DELCORA"), a Pennsylvania Municipal Authority.

RECITALS:

WHEREAS, SOUTHWEST and DELCORA entered into that certain Agreement dated December 21, 2009 (the "2009 Agreement");

WHEREAS, SOUTHWEST and DELCORA desire to amend certain provisions of the 2009 Agreement and agree to hereby do so;

WHEREAS, the parties hereto desire to reaffirm all other provisions of the 2009 Agreement not specifically amended hereby.

NOW, THEREFORE, with the foregoing recitals made part hereof and incorporated herein, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Paragraph 4.01 of the 2009 Agreement shall be amended by addition at the end of existing Paragraph 4.01 of the following language:

"For purposes of this Agreement, construction costs and debt service shall also include the cost of the acquisition of easements and rights-of-way necessary to construct and install the "The System", excluding any costs associated with the acquisition of land from SOUTHWEST to construct and install "The System". Additionally, construction costs shall include all costs above \$100,000.00 attributable to the decommissioning of SOUTHWEST's Baldwin Run Treatment Plant in accordance with procedures established by DELCORA and approved by the Pennsylvania Department of Environmental Protection. The parties agree that DELCORA shall make a single total exclusion of the first \$100,000.00 of such decommissioning costs in calculating the total decommissioning costs to be included as construction costs for which SOUTHWEST (and others) shall be proportionately responsible. SOUTHWEST's proportionate responsibility for easement and right-of-way acquisition costs and decommissioning costs shall be determined in accordance with this paragraph; provided, however, that costs of decommissioning of SOUTHWEST's Baldwin Run Treatment Plant shall be amortized over five (5) years with interest at the rate equal to the average coupon for bonds maturing in the first five years payable by DELCORA on debt service financing the "The System" project."

2. Paragraph 4.02 of the 2009 Agreement shall be amended by additionat the end of the first paragraph of existing Paragraph 4.02. of the following language:

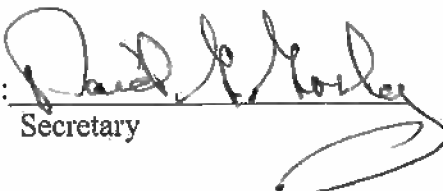
“Notwithstanding anything contained herein to the contrary, SOUTHWEST will not be charged for any treatment costs for the processing of wastewater by DELCORA during the first thirty (30) days of full operation of the System. The date of full operation of the System and commencement of such grace period shall be determined by DELCORA.”


3. All other provisions, terms and conditions of the 2009 Agreement not specifically amended hereby shall remain in full force and effect. SOUTHWEST and DELCORA hereby reaffirm the 2009 Agreement as amended hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date and year first written above by their respective duly authorized officers and their respective seals to be hereunto fixed

DELAWARECOUNTYREGIONAL
WATER QUALITY CONTROL
AUTHORITY

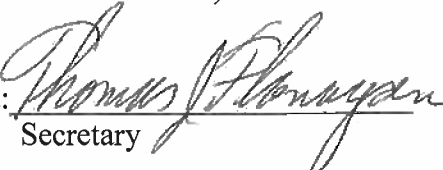
(CORPORATE SEAL)


Attest: 
Secretary

By: 
Chairman

SOUTHWESTDELAWARECOUNTY
MUNICIPAL AUTHORITY

(CORPORATE SEAL)

Attest: 
Secretary

By: 
Chairman