## EXHIBIT F121

## FIRST AMENDMENT TO AGREEMENT OF SERVICE, DATED FEBRUARY 19, 2019, SPRINGHILL FARM WASTEWATER TREATMENT ASSOCIATION

## FIRST AMENDMENT TO AGREEMENT OF SERVICE

THIS FIRST AMENDMENT TO AGREEMENT OF SERVICE is made as of the day of February, 2019, by and between SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION ("SPRINGHILL") and DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY ("DELCORA"), a Pennsylvania Municipal Authority.

WHEREAS, SPRINGHILL and DELCORA entered into an Agreement of Service dated the 11<sup>th</sup> day of October, 2018 ("Agreement of Service");

WHEREAS, SPRINGHILL and DELCORA desire to amend the Agreement of Service as set forth below; and

WHEREAS, any terms which are defined in the Agreement of Service shall have the same meaning when used in this First Amendment.

**NOW. THEREFORE**, intending legally to be bound hereby, SPRINGHILL and DELCORA agree as follows:

1. Section 7.03 of the Agreement of Service is hereby revised to provide as follows:

"7.03 Hold Harmless - DELCORA shall hold Farm Condominium SPRINGHILL and Springhill Association harmless for damages or losses to person or property of third parties directly resulting from DELCORA's maintenance or repair of the DELCORA System pursuant to Section 7.01 hereof; provided, however, that the hold harmless provisions of this Section shall not apply with respect to maintenance and repairs to the DELCORA System required as a result of (a) SPRINGHILL's or any of the Generating Users' breach of this Agreement; (b) SPRINGHILL's or any of the Generating Users' non-compliance with any applicable Standards, Rules and Regulations then in effect; (c) SPRINGHILL's or any of the Generating Users' violation of federal, state or local statutes, ordinances, regulations or procedures applicable to wastewater transportation. treatment and/or disposal; (d) illegal, intentional and/or negligent act(s) of SPRINGHILL's or any of the Generating Users; and/or (e) the cost of any environmental remediation required or fine or penalty payable in connection with the DECOMMISSIONING and/or in relation to or as a result of the operation of the Springhill Facilities prior to the Decommissioning thereof, except to the extent such cost, fine and/or penalty arose or resulted

## from or was related to the negligence or willful misconduct of DELCORA with regard to the Decommissioning."

- 2. This First Amendment may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. In addition, facsimile signatures and electronic signatures shall be deemed to be originals and shall serve to bind the parties hereto and otherwise have the same force and effect as would non-facsimile signatures and documents.
- 3. Except as modified by the terms of this First Amendment, the Agreement of Service shall continue in effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, SPRINGHILL and DELCORA have executed this First Amendment to Agreement of Service as of the day and year first above written.

Attest: / Mal & More III	DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY  State A. Hoster
Edward E. Monaghan, fil	Stanley R. Kester
Secretary	Chairman
	SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION
Attest: Cyndy Syvertsen Secretary	Robert J. Lohr II President

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IN WITNESS WHEREOF, SPRINGHILL and DELCORA have executed this First Amendment to Agreement of Service as of the day and year first above written.

DELAWARE COUNTY
REGIONAL WATER QUALITY
CONTROL AUTHORITY

Attest:	
Edward E. Monaghan, III	Stanley R. Kester
Secretary	Chairman
	SPRINGHILL FARM WASTEWATER TREATMENT FACILITY ASSOCIATION
Attest: Cyncly Syvinsin	Robert J. Lohn I
Cyndy Syvertsen	Robert J. Lohr II
Secretary	President

a a v n tent t a n	: SS
COUNTY OF	:
On this day of undersigned officer, personally appeared ROBI be the PRESIDENT of the SPRINGHILL FAR such, being authorized to do so, he exec acknowledged that he executed the same for the	M CONDOMINIUM ASSOCIATION and uted the foregoing Easement Agreemer purposes therein contained.
IN WITNESS WHEREOF, I have hered	into set my hand and official seals.
	otary Public y Commission Expires:
COMMONWEALTH OF PENNSYLVANIA COUNTY OF Acclawace	) ) SS )
On this 19th day of February undersigned officer, personally appeared STA to be the CHAIRMAN of the DELAWAR CONTROL AUTHORITY and that as such, be Easement Agreement and acknowledged that contained.	RE COUNTY REGIONAL WATER QUE cing authorized to do so, he executed the for
Contained.	t he executed the same for the purposes
IN WITNESS WHEREOF, I have here	
COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL Debra M. Zetusky, Notary Public City of Chester, Delaware County	Pounto set my hand and official seals.  Setusky  Totary Public  My Commission Expires: 12/13/202
COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL Debra M. Zetusky, Notary Public City of Chester, Delaware County My Commission Expires December 1	Punto set my hand and official seals.  Jehn M. Zetusky  Jotary Public
COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL Debra M. Zetusky, Notary Public City of Chester, Delaware County My Commission Expires Described	Pounto set my hand and official seals.  Lehia M. Betusky  Jotary Public  My Commission Expires: 12/13/20

COMMONWEALTH OF PENNSYLVANIA	
COUNTY OF Claster	: SS :
undersigned officer, personally appeared RO be the PRESIDENT of the SPRINGHILL FA	, 2019, before me, a Notary Public, the BERT J. LOHR, II, who acknowledged himself to RM CONDOMINIUM ASSOCIATION and that as ecuted the foregoing Easement Agreement and he purposes therein contained.
IN WITNESS WHEREOF, I have her	eunto set my hand and official seals.
COMMONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  JODIE L. ROSENTHAL-YOUNG, Notary Public East Goshen Twp., Chester County My Commission Expires January 10, 2020	Notary Public My Commission Expires: 01/10/2020
COMMONWEALTH OF PENNSYLVANIA	A ) ) SS
COUNTY OF	)
undersigned officer, personally appeared ST to be the CHAIRMAN of the DELAWA CONTROL AUTHORITY and that as such, Easement Agreement and acknowledged the contained.	, 2019, before me, a Notary Public, the CANLEY R. KESTER, who acknowledged himself ARE COUNTY REGIONAL WATER QUALITY being authorized to do so, he executed the foregoing hat he executed the same for the purposes therein execute set my hand and official seals.
	Nistone Dyklio
	Notary Public My Commission Expires: