
EXHIBIT F121

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

FIRST AMENDMENT TO AGREEMENT OF SERVICE

19th **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 11th 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 SPRINGHILL and Springhill Farm Condominium 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.”

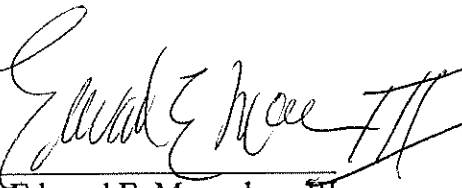
2. This First Amendment may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument. In addition, facsimile signatures and electronic signatures shall be deemed to be originals and shall serve to bind the 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.

**DELAWARE COUNTY
REGIONAL WATER QUALITY
CONTROL AUTHORITY**


Attest:



Edward E. Monaghan, III
Secretary


Stanley R. Kester
Chairman

**SPRINGHILL FARM
WASTEWATER TREATMENT
FACILITY ASSOCIATION**

Attest:


Cyndy Syvertsen
Secretary


Robert J. Lohr II
President

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**DELAWARE COUNTY
REGIONAL WATER QUALITY
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Attest: _____

Edward E. Monaghan, III
Secretary

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Chairman

**SPRINGHILL FARM
WASTEWATER TREATMENT
FACILITY ASSOCIATION**

Attest: _____


Cyndy Syvertsen
Secretary


Robert J. Lohr II
President

COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF _____ :

On this _____ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared **ROBERT J. LOHR, II**, who acknowledged himself to be the **PRESIDENT** of the **SPRINGHILL FARM CONDOMINIUM ASSOCIATION** and that as such, being authorized to do so, he executed the foregoing Easement Agreement and acknowledged that he executed the same for the purposes therein contained.

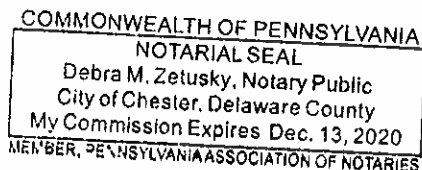
IN WITNESS WHEREOF, I have hereunto set my hand and official seals.

Notary Public
My Commission Expires: _____

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF Delaware) SS
)

On this 19th day of February, 2019, before me, a Notary Public, the undersigned officer, personally appeared **STANLEY R. KESTER**, who acknowledged himself to be the **CHAIRMAN** of the **DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY** and that as such, being authorized to do so, he executed the foregoing Easement Agreement and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seals.

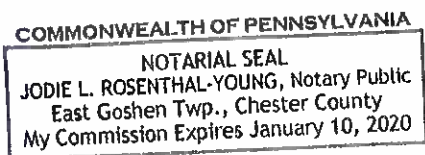


Debra M. Zetuskys
Notary Public
My Commission Expires: 12/13/2020

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Chester : SS
:

On this 21 day of February, 2019, before me, a Notary Public, the undersigned officer, personally appeared **ROBERT J. LOHR, II**, who acknowledged himself to be the PRESIDENT of the SPRINGHILL FARM CONDOMINIUM ASSOCIATION and that as such, being authorized to do so, he executed the foregoing Easement Agreement and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seals.



Jodie L. Rosenthal-Young
Notary Public
My Commission Expires: 01/10/2020

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF _____) SS
)

On this _____ day of _____, 2019, before me, a Notary Public, the undersigned officer, personally appeared **STANLEY R. KESTER**, who acknowledged himself to be the CHAIRMAN of the DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY and that as such, being authorized to do so, he executed the foregoing Easement Agreement and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seals.

Notary Public
My Commission Expires: _____