EXHIBIT F162

AMENDMENT TO SERVICE AGREEMENT, DATED FEBRUARY 12, 2020 BY AND AMONG MIDDLETOWN TOWNSHIP SEWER AUTHORITY AND DELCORA

AMENDMENT TO SERVICE AGREEMENT

DATED February 12, 2020

THIS AMENDMENT TO SERVICE AGREEMENT is made as of the day of 2020 between Middletown Township Sewer Authority ("MTSA"), a Pennsylvania Municipal Authority, and Delaware County Regional Water Quality Control Authority ("DELCORA"), a Pennsylvania Municipal Authority.

RECITALS:

WHEREAS, MTSA and the DELCORA entered into that certain Service Agreement dated March 15, 2010, which was then amended on January 1, 2014 (collectively "Service Agreement");

WHEREAS, DELCORA has entered into an Asset Purchase Agreement dated September 17, 2019 with Aqua Pennsylvania Wastewater, Inc. ("Aqua") and is in the process of selling its assets to Aqua which includes an assignment of the Service Agreement to Aqua;

WHEREAS, DELCORA and MTSA desire to amend certain provisions of the Service Agreement to become effective upon Closing of the sale of the DELCORA assets to Aqua and agree to hereby do so;

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

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

- 1. Paragraph 10.a. through and including Paragraph 10.c. shall be deleted in their entirety and replaced with the following language:
 - "10. Rates and Payments. Aqua shall charge MTSA the rates set forth in Aqua's tariff, as amended from time to time, as approved by the Pennsylvania Public Utility Commission ("PUC"). Payments shall be made in accordance with Aqua's tariff, as amended from time to time, as approved by the PUC. This Section 10 shall become effective upon the closing of the transaction between Aqua and DELCORA as defined in the September 17, 2019 Asset Purchase Agreement."
- 2. Paragraph 30 is hereby deleted in its entirety and replaced with the following:
 - "30. <u>Successors and Assigns</u>. Except as otherwise provided herein, this Agreement may not be voluntarily assigned by either party without the consent of the other, which shall not be unreasonably withheld, provided, however, that this Agreement shall be assigned to Aqua Pennsylvania Wastewater, Inc. ("Aqua") effective as of the closing of the transaction contemplated by that certain Asset Purchase Agreement between DELCORA

and Aqua dated September 17, 2019. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of the respective successors and assigns of the parties hereto.

- 3. Paragraph 16 "Grants" is hereby deleted in its entirety effective upon the closing of the transaction between Aqua and DELCORA as defined in the September 17, 2019 Asset Purchase Agreement.
- 4. All other provisions, terms, and conditions of the Service Agreement not specifically amended hereby shall remain in full force and effect. MTSA and DELCORA hereby reaffirm the Service Agreement as amended hereby.

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IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have duly executed this Amendment on the date first written above.

(SEAL)	WATER QUALITY CONTROL AUTHORITY
Attest:	Chairman R. Kostor
(SEAL)	MIDDLETOWN TOWNSHIP SEWER AUTHORITY
Attest:	By: Chairman

DELAWARE COUNTY REGIONAL