
EXHIBIT F89

AMENDMENT TO AGREEMENT OF SALE AND SERVICE,
DATED JANUARY 1, 2014, BY AND AMONG
MIDDLETOWN TOWNSHIP, DELAWARE COUNTY,
SEWER AUTHORITY AND DELCORA

**AMENDMENT TO AGREEMENT OF SALE AND SERVICE
DATED MARCH 15, 2010**

THIS AMENDMENT is made as of the 1st day of January, 2014 between MIDDLETOWN TOWNSHIP, DELAWARE COUNTY, SEWER AUTHORITY (“MTSA”), a Pennsylvania Municipal Authority, and DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL AUTHORITY (“DELCORA”), a Pennsylvania Municipal Authority.

RECITALS:

WHEREAS, MTSA and DELCORA entered into that certain Agreement dated March 15, 2010 (the “2010 Agreement”);

WHEREAS, MTSA and DELCORA desire to amend certain provisions of the 2010 Agreement and agree to hereby do so;

WHEREAS, the parties hereto desire to reaffirm all other provisions of the 2010 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 10.a. of the 2010 Agreement shall be amended by addition at the end of existing Paragraph 10.a. of the following language:

“Notwithstanding anything contained herein to the contrary, MTSA 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 Improvements. The date of full operation of the Improvements and commencement of such grace period shall be determined by DELCORA.”

2. Paragraph 10.c. of the 2010 Agreement shall be amended by addition at the end of existing Paragraph 10.c. 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 Improvements, excluding any costs associated with the acquisition of land from SWDCMA to construct and install the Improvements. 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

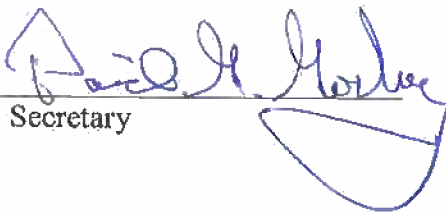
decommissioning costs in calculating the total decommissioning costs to be included as construction costs for which MTSA (and others) shall be proportionately responsible. MTSA's proportionate responsibility for easement and right-of-way acquisition costs and decommissioning costs shall be determined in accordance with this paragraph; provided, however, that decommissioning costs 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 Improvements project. MTSA's proportionate responsibility for decommissioning costs shall not exceed \$1.5 million, plus interest."

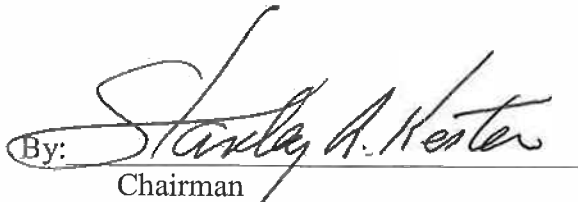
3. All other provisions, terms and conditions of the 2010 Agreement not specifically amended hereby shall remain in full force and effect. MTSA and DELCORA hereby reaffirm the 2010 Agreement as amended hereby.

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

DELAWARE COUNTY REGIONAL
WATER QUALITY CONTROL
AUTHORITY

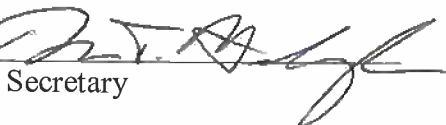
(CORPORATE SEAL)

Attest: 
Secretary

By: 
Chairman

MIDDLETOWN TOWNSHIP,
DELAWARE COUNTY, SEWER
AUTHORITY

(CORPORATE SEAL)

Attest: 
Secretary

By: 
Chairman