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EXHIBIT F161

AMENDMENT TO SALE SERVICE AGREEMENT,  
DATED JANUARY 22, 2020, BY AND AMONG  
SOUTHERN DELAWARE COUNTY AUTHORITY AND DELCORA

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**AMENDMENT TO SALE AND SERVICE AGREEMENT**

**DATED January 22nd, 2020**

THIS AMENDMENT TO SALE AND SERVICE AGREEMENT is made as of the 22nd day of January, 2020 between Southern Delaware County Authority ("SDCA"), a Pennsylvania Municipal Authority, and Delaware County Regional Water Quality Control Authority ("DELCORA"), a Pennsylvania Municipal Authority.

**RECITALS:**

WHEREAS, SDCA and the DELCORA entered into that certain Sale and Service Agreement dated February 12, 2001, which was then amended on October 16, 2012 (collectively "Sale and 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 Sale and Service Agreement to Aqua;

WHEREAS, DELCORA and SDCA desire to amend certain provisions of the Sale and Service Agreement, including modifying the existing term of the Sale and 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 Sale and 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 4.01 through and including Paragraph 4.09 shall be deleted in their entirety and replaced with the following language:

"4.01 Rates and Payments. Aqua shall charge SDCA 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 4.01 shall become effective upon the closing of the transaction between Aqua and DELCORA as defined in the September 17, 2019 Asset Purchase Agreement, and the parties acknowledge that SDCA will be a beneficiary of a rate stabilization trust ("Trust") that will be created by DELCORA and funded with proceeds from the Closing of the asset purchase transaction between Aqua and DELCORA and that payments required by SDCA under this section will be partially offset by proceeds from the Trust during the existence of the Trust."

2. Paragraph 9.08 is hereby deleted in its entirety and replaced with the following:

“Effective Date and Term of Agreement. This Agreement shall become effective upon the closing of the transaction between Aqua and DELCORA as defined in the September 17, 2019 Asset Purchase Agreement and shall remain in force and effect for a period of ten (10) years from such date, and absent notice by either party, this Agreement shall continue for consecutive five (5) year terms thereafter. This Agreement may be terminated by either party by providing the non-terminating party written notice at least two (2) years prior to the expiration of the then-current term.”

3. Paragraph 9.11 is hereby deleted in its entirety and replaced with the following:

“9.11 Successors and Assigns. This Agreement may not be voluntarily assigned by either party without the consent of the other, except: (1) as permitted by Section 9.12 hereof; and (2) 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.

4. Article VIII “Governmental Grants and Subsidies: Permits” is hereby deleted in its entirety effective as of the closing of the transaction contemplated by that certain Asset Purchase Agreement between DELCORA and Aqua dated September 17, 2019.
5. All other provisions, terms, and conditions of the Sale and Service Agreement not specifically amended hereby shall remain in full force and effect. SDCA and DELCORA hereby reaffirm the Sale and Service Agreement as amended hereby.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURES ON NEXT PAGE]

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

(CORPORATE SEAL)

DELAWARE COUNTY REGIONAL  
WATER QUALITY CONTROL  
AUTHORITY

Attest: *Edward E. M... III* Secretary  
By: *Robert J. ...* Executive Director

(CORPORATE SEAL)

SOUTHERN DELAWARE COUNTY  
AUTHORITY

Attest: *John ...* Secretary  
By: *Michael J. ... Jr.* President

**RESOLUTION 2020-01**

**RESOLUTION OF  
SOUTHERN DELAWARE COUNTY AUTHORITY  
APPROVING THE AMENDMENT OF ITS AGREEMENT OF SALE AND SERVICE  
WITH DELAWARE COUNTY REGIONAL WATER QUALITY CONTROL  
AUTHORITY.**

**WHEREAS**, the Authority is party to a certain agreement of sale and service dated February 12, 2001 and amended October 16, 2012 with the Delaware County Regional Water Quality Control Authority ("DELCORA") (collectively, the "Service Agreement");

**WHEREAS**, on September 17, 2019, DELCORA adopted resolution 2019-11 authorizing the sale of substantially all of its assets, property and projects to, and the entering into of an asset purchase agreement (the "Asset Purchase Agreement") with, AQUA Pennsylvania Wastewater, Inc. ("Aqua"); and

**WHEREAS**, Aqua as a public utility, must submit any and all rate adjustments it intends to implement to the review and approval by the Pennsylvania Public Utilities Commission (the "PUC"); and

**WHEREAS**, pursuant to the provisions of the Asset Purchase Agreement, the Service Agreement needs to be amended (the "Amendment") in order to recognize PUC jurisdiction over rates and to ensure the assignment of the Service Agreement to Aqua at closing of the Asset Purchase Agreement; and

**WHEREAS**, pursuant to the terms of the attached Amendment, Aqua has agreed to assume all the obligations of, and be bound to all the terms and provisions of, the Service Agreement, as well as other provisions as are all detailed in the Amendment; and

**WHEREAS**, pursuant to the terms of the attached Amendment, the Authority (1) consents to PUC oversight of future potential rate adjustments, (2) consents to the assignment of the rights and delegation of the obligations of DELCORA under the Service Agreement to Aqua and (3) agrees to delete the requirement that Aqua raise capital through grants, etc. since Aqua will raise necessary capital mostly through its access to capital markets; and

**WHEREAS**, the Authority believes it is in the best interests of the customers of the Authority to enter into the Amendment and permit the assignment of the Service Agreement to Aqua and release DELCORA from said Service Agreement.

**NOW THEREFORE**, be it RESOLVED by the Board of the Authority, as follows:

1. The Board authorizes and approves the entering into of the Amendment in the form attached hereto.

2. The President is authorized to take all actions reasonable, prudent and necessary to complete the intention of this Resolution to address any items required pursuant to this Resolution.

ENACTED and RESOLVED, this 22nd day of January, 2020.

**BOARD OF THE SOUTHERN DELAWARE COUNTY AUTHORITY**

ATTEST:

  
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Secretary

  
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President