
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934**

Date of Report (Date of Earliest Event Reported): June 30, 2015

Aqua America, Inc.
(Exact name of registrant as specified in its charter)

Pennsylvania
(State or other jurisdiction
of incorporation)

001-06659
(Commission
File Number)

23-1702594
(I.R.S. Employer
Identification No.)

**762 West Lancaster Avenue,
Bryn Mawr, Pennsylvania**
(Address of principal executive offices)

19010-3489
(Zip Code)

Registrant's telephone number, including area code: 610-527-8000

Not Applicable
Former name or former address, if changed since last report

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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Item 5.02 Departure of Directors of Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On June 30, 2015, Aqua America, Inc. (the “Company”) entered into an amendment (the “Amendment”) to the Employment Agreement between the Company and Nicholas DeBenedictis, made effective as of January 31, 2010, as amended on December 6, 2011 (the “Agreement”). Under the Amendment, Mr. DeBenedictis has agreed to serve as Senior Advisor to the Chief Executive Officer beginning on July 1, 2015, and continuing until the date mutually agreed to between the Company and Mr. DeBenedictis, which will be no later than September 30, 2015. Mr. DeBenedictis will continue to receive the same base salary and bonus opportunity as in effect on June 30, 2015. All other provisions of the Agreement continue in full force and effect.

The foregoing description of the Amendment is qualified in its entirety by reference to the full text of the Amendment, which is filed as Exhibit 10.1 to this report and is incorporated by reference herein.

Item 9.01 Financial Statements and Schedules

(d) Exhibits.

10.1 Amendment to Employment Agreement, dated June 30, 2015, between Aqua America, Inc. and Nicholas DeBenedictis (filed herewith).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Aqua America, Inc.

July 7, 2015

By: /s/ Christopher P. Luning

Name: Christopher P. Luning

Title: Senior Vice President, General Counsel and Secretary

**AMENDMENT
TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment"), dated as of June 30, 2015 ("Commencement Date") is entered into by and between AQUA AMERICA, INC., a corporation organized under the laws of the Commonwealth of Pennsylvania (the "Company"), and Nicholas DeBenedictis, a resident of the Commonwealth of Pennsylvania ("Executive").

WHEREAS, the Company and Executive are parties to that certain Employment Agreement, made effective as of January 31, 2010, as amended on December 6, 2011 (the "Agreement"), pursuant to which Executive is currently employed by Company; and

WHEREAS, the Agreement provides that it may be amended or modified by a written instrument signed by the parties to the Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and obligations contained herein, and intending to be legally bound, the parties, subject to the terms and conditions set forth herein, agree to amend the Agreement in the manner set forth below.

1. By substituting the following for Section 1 of the Agreement in its entirety:

"1. Employment and Term. Executive hereby agrees to continue his service as Chief Executive Officer of the Company through June 30, 2015, and to serve as Senior Advisor to the Chief Executive Officer commencing on July 1, 2015 and continuing until the date mutually agreed by Executive and the Company, which shall be no later than September 30, 2015 (the "Initial Term"). By executing the Agreement the Company confirms that the Board of Directors has approved this Agreement. This Agreement shall terminate at the end of the Initial Term." Mr. DeBenedictis' salary and bonus will be continued at the same rate during the Initial Term as it was on June 30, 2015.

2. By substituting the following for Section 2 of the Agreement in its entirety:

"2. Duties. From the Commencement Date through June 30, 2015, Executive will have the title of Chief Executive Officer of the Company. Beginning on July 1, 2015, Executive's title shall be Senior Advisor to the Chief Executive Officer. In such role, Executive shall be responsible for performing reasonable advisory services to the Chief Executive Officer to assist in the transition."

3. By changing the references to "Chief Executive Officer" in Section 3 of the Agreement to "Chief Executive Officer and Senior Advisor to the Chief Executive Officer, as applicable".

4. Except as expressly amended by the terms of this Amendment, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect. All references in the Agreement or in any other agreement, document or instrument to the Agreement shall be deemed to refer to the Agreement as amended by this Amendment.

5. This Amendment may be executed in any number of counterparts and by the parties hereto on separate counterparts exchanged by facsimile, pdf or other electronic means, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Employment Agreement on the day first above written.

AQUA AMERICA, INC.

By: /s/ Richard Glanton
Its: Lead Independent Director

EXECUTIVE

By: /s/ Nicholas DeBenedictis
Nicholas DeBenedictis

AQUA AMERICA, INC.

By: /s/ Christopher P. Luning
Its: Senior Vice President, General Counsel
And Secretary