



VIA E-FILING

January 21, 2026

Matthew L. Homsher, Secretary
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120

**Re: Third Extension Agreement of Sewer Capacity Agreement between the
Borough of West Chester, Township of East Bradford and Aqua Pennsylvania
Wastewater, Inc. Dated January 21, 2026
Docket No. U-2026-_____**

Dear Secretary Homsher:

Enclosed please find a copy of the above referenced agreement being filed by Aqua Pennsylvania Wastewater, Inc. under Section 507 of the Public Utility Code, 66 Pa. C.S. § 507.

If you have any questions regarding this filing, please contact me at 610-645-1130 or by email at astahl@aquaamerica.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alex Stahl".

Alexander R. Stahl
Regulatory Counsel

cc: Certificate of Service

Enclosure

THIRD EXTENSION AGREEMENT OF SEWER CAPACITY AGREEMENT

THIS THIRD EXTENSION AGREEMENT OF SEWER CAPACITY AGREEMENT (the "Second Extension Agreement"), is made this 21st day of January, 2026, by and among the BOROUGH OF WEST CHESTER, 401 East Gay Street, West Chester, Pennsylvania 19380 (the "Borough"), the TOWNSHIP OF EAST BRADFORD, 676 Copeland School Road, West Chester, Pennsylvania 19380 (the "Township"), and AQUA PENNSYLVANIA WASTEWATER, INC., 762 W. Lancaster Avenue, Bryn Mawr, Pennsylvania 19010 ("Aqua" or "Aqua Wastewater"). The Borough, Township and Aqua Wastewater are hereinafter collectively referred to as the "Parties").

WITNESSETH

WHEREAS, the Borough and the Township are parties to a Sewer Capacity Agreement dated November 14, 2017, as amended by First Amendment to Sewer Capacity Agreement dated November 21, 2018, whereby the Borough provides sanitary sewage treatment capacity to properties located in the Township (collectively, the "Original Sewer Capacity Agreement"); and

WHEREAS, the Township sold certain sewer collection assets and facilities to Aqua Wastewater pursuant to an Assets Purchase Agreement dated December 20, 2017, as amended by First Amendment to Assets Purchase Agreement dated April 18, 2018, and by Second Amendment to Assets Purchase Agreement dated December 12, 2018 (collectively, the "APA"); and

WHEREAS, pursuant to the APA, the Township and Aqua Wastewater entered into an Assignment and Assumption of Sewer Capacity Agreement dated December 12, 2018 (the "Assignment Agreement") whereby the Township assigned certain of its rights, obligations, title, and interest in the Original Sewer Capacity Agreement, and the Township retained certain rights and obligations in the Original Sewer Capacity Agreement (the Original Sewer Capacity Agreement, as assigned by the Assignment Agreement, collectively, the "Sewer Capacity Agreement"); and

WHEREAS, although the term of the Sewer Capacity Agreement expired on November 14, 2022, the Parties, including Aqua Wastewater as the assignee of the obligations of the Township, have continued to comply with all the terms of the Sewer Capacity Agreement; and

WHEREAS, the Parties are in the process of negotiating a new agreement that will supersede and replace all prior agreements between the parties relating to the provision of sewer collection and treatment services by the Borough for the benefit of the Township and Aqua; and

WHEREAS, the Parties entered into an Extension Agreement of Sewer Capacity Agreement dated May 15, 2024 (the "First Extension Agreement") which extended the term of the Sewer Capacity Agreement until December 31, 2024; and

WHEREAS, the Parties entered into a Second Extension Agreement of Sewer Capacity Agreement dated February 11, 2025 (the "Second Extension Agreement") which extended the term of the Sewer Capacity Agreement until December 31, 2025; and

WHEREAS, part of the reason for the First Extension Agreement and Second Extension Agreement was to enable the Borough to install flow meters and obtain flow data of the volume of Sanitary Sewage being conveyed from the Township to the Borough's Sewage Collection System; and

WHEREAS, the Borough has been unable to install the flow meters yet and will do so as soon as practical; and

WHEREAS, the Parties wish to ratify and affirm the terms of the Sewer Capacity Agreement, and extend the term thereof until December 31, 2027.

NOW THEREFORE, the parties hereto, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each binding itself, its successors and assigns, and each representing that it has proper legal authority to enter into this Second Extension Agreement, agree as follows:

1. Recitals; Definitions. The recitals set forth above are incorporated into, and made a substantive part of, this Third Extension Agreement. Any term capitalized, but not defined herein, shall have the meaning set forth in the Sewer Capacity Agreement.
2. Extension of Term. The Parties hereby agree to extend the term of the Sewer Capacity Agreement until December 31, 2027 (the "Third Extension Period").
3. Rates During Third Extension Period. During the calendar year 2026, the following rates shall apply to the provision of sewer capacity by the Borough to Aqua:
 - a. Single family detached dwelling units - \$74.41/month.
 - b. All other residential unit types - \$53.92/month.
 - c. Nonresidential uses and users per month – \$34.84 per gallon for the first 2,000 gallons used plus \$9.25 per thousand gallons or any part thereof over 2,000 gallons used.

If the Borough increases the sewer rates effective in 2027, it shall send written notice to the Township who shall pay such increased fees.

4. Tapping Fee during Extension Period. During the Third Extension Period, the Tapping Fee shall be \$5,115.83 per Equivalent Dwelling Unit ("EDU") with an EDU measured at 239 gallons per day.
5. Monthly Billing. During the Third Extension Period, Section 8.02 of the Sewer Capacity Agreement, which provides for quarterly billing of the fixed rates for residential uses, is amended to provide for monthly billing by the Borough to Aqua (with a copy to Township) of the fixed rates for residential uses.
6. Ratification and Continued Compliance. Except as expressly amended by the First Extension Agreement, the Second Extension Agreement, and this Third Extension Agreement, the Parties hereby ratify and affirm all of the terms of the Sewer Capacity Agreement, and shall comply with all the terms of the Sewer Capacity Agreement, as amended by the First Extension Agreement, the Second Extension Agreement and this Third Extension Agreement, during the Third Extension Period.
7. Entire Agreement. This Third Extension Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof, and there are no other representations or agreements, verbal or written, other than those contained herein. This Third Extension Agreement may be modified, amended or supplemented by the written agreement of all of the Parties hereto.
8. Severability. Should one or more of the provisions of this Third Extension Agreement for any reason be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision of this Third Extension Agreement, and the remainder of this Third Extension Agreement shall, in such circumstances, be construed and enforced as if such illegal, invalid or unenforceable provision had not been contained herein.
9. Counterparts. This Third Extension Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same Third Extension Agreement. The Parties may deliver their signatures to this Third Extension Agreement by email, or using electronic technology such as DocuSign, and each such signature shall have the same force and effect as an original ink signature.
10. Notice. Whenever a notice is required to be given during the Third Extension Period, it shall be given in writing, and the following addresses shall be used unless a Party specifies a different address by notice given in accordance with the terms of the Sewer Capacity Agreement:

Borough:
Borough of West Chester
401 East Gay Street
West Chester, Pennsylvania 19380

Attention: Manager

Township:
East Bradford Township
676 Copeland School Road
West Chester, Pennsylvania 19380
Attention: Manager

Aqua:
Aqua Pennsylvania Wastewater, Inc.
762 W. Lancaster Avenue
Bryn Mawr, Pennsylvania 19010
Attention: Manager

IN WITNESS WHEREOF, the Parties hereto, intending to be legally bound, have caused this Third Extension Agreement to be executed and their respective corporate seals affixed the day and year first above written.

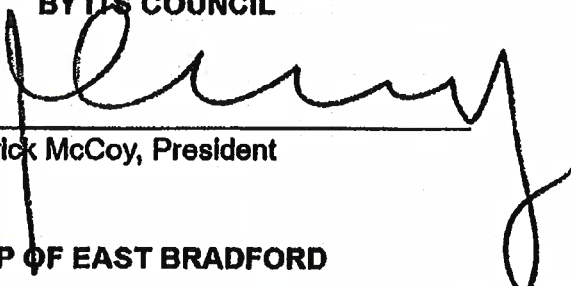
BOROUGH OF WEST CHESTER

ATTEST:



Sean Metrick, Manager/Secretary

BY ITS COUNCIL



Patrick McCoy, President

TOWNSHIP OF EAST BRADFORD

ATTEST:



Mandle Cantlin, Manager/Secretary


BY ITS BOARD OF SUPERVISORS



~~Bruce W. Lavery, Chair~~
Jeff Huckabee

AQUA PENNSYLVANIA WASTEWATER, INC.

ATTEST:



Assistant Secretary



Marc A. Lucca, President

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Third Extension Agreement of Sewer Capacity Agreement between the Borough of West Chester, Township of East Bradford and Aqua Pennsylvania Wastewater, Inc. Dated January 21, 2026 : : **Docket No. U-2026-_____**

CERTIFICATE OF SERVICE

I hereby certify that I have, on this day, served a true and correct copy of the foregoing document, upon the persons and in the manner indicated below:

VIA ELECTRONIC MAIL

Allison Kaster, Director and Chief Prosecutor
Bureau of Investigation and Enforcement
Pennsylvania Public Utility Commission
400 North Street, 2nd Floor
Harrisburg, PA 17120
akaster@pa.gov

NazAarah Sabree, Small Business Advocate
Office of Small Business Advocate
555 Walnut Street
1st Floor, Forum Place
Harrisburg, PA 17101
ra-sba@pa.gov

Darryl Lawrence, Consumer Advocate
Office of Consumer Advocate
555 Walnut Street
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Harrisburg, PA 17101
ra-oca@paoca.org

Paul Diskin, Director
Bureau of Technical Utility Services
Pennsylvania Public Utility Commission
400 North Street
Harrisburg, PA 17120
pdiskin@pa.gov



Alexander R. Stahl

Dated: January 21, 2026