



VIA E-FILING

April 13, 2026

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

**Re: Water Wheeling Agreement between the Schwenksville Borough Authority
and Aqua Pennsylvania, Inc. Dated April 8, 2026
Docket No. U-2026-_____**

Dear Secretary Homsher:

Enclosed please find a **PUBLIC REDACTED** copy of the above referenced agreement being filed by Aqua Pennsylvania, Inc. under Section 507 of the Public Utility Code, 66 Pa. C.S. § 507. A Confidential version of the agreement is being sent by separate mailing to the Secretary's Bureau.

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

Sincerely,


Alexander R. Stahl
Regulatory Counsel

cc: Certificate of Service

Enclosure

WATER WHEELING AGREEMENT

THIS WATER WHEELING AGREEMENT ("Agreement") is made and entered into as of this 8th day of April, 2026 (the "Effective Date") by and between the SCHWENKSVILLE BOROUGH AUTHORITY, a Pennsylvania municipal authority organized and existing pursuant to the Municipality Authorities Act, 53 Pa.C.S. Ch. 56 (the "Authority"), and AQUA PENNSYLVANIA, INC., a Pennsylvania corporation ("Aqua").

BACKGROUND

A. The Authority as of the date of this Agreement, owns and maintains a water system that provides water service to its residents and customers located within the Borough of Schwenksville, and Lower Frederick, Perkiomen, and Upper Salford Townships (the "Authority System"), including to customers immediately adjacent to the Landis Tract Service Area.

B. The Authority utilizes Aqua, as well as its own wells and another interconnection with North Penn Water Authority to provide water to the Authority so that the Authority can provide water service to its customers; Aqua provides water to the Authority pursuant to that certain Bulk Water Agreement between the Authority and Aqua dated the 9th of March 2016 (the "2016 Agreement").

C. A developer is seeking land development approval for a residential development known as the Landis Tract (the "Landis Tract") located in portions of Townships of Perkiomen and Lower Frederick and the Borough of Schwenksville (collectively, the Municipalities), in the County of Montgomery.

D. Aqua has a water service territory certificated by the Pennsylvania Public Utility Commission ("PUC") providing water service to customers in various locations throughout

Pennsylvania, including in Perkiomen Township. For the purpose of this Agreement, Aqua's service area is defined as the single family homes to be constructed on the twenty-seven (27) lots in Aqua's PUC certificated territory within the Perkiomen Township portion of the Landis Tract (the "Landis Tract Service Area"). The 27 homes within the Landis Tract Service Area are set forth on the map attached as **"Exhibit "A"**.

E. Aqua relies on groundwater sources (wells) for providing water service; however, such sources are currently insufficient for Aqua to provide water to the portion of the Landis Tract in Aqua's Landis Tract Service Area.

F. Aqua desires to wheel water through the Authority System for the portion of the Landis Tract in Aqua's Landis Tract Service Area.

G. The Authority is willing to deliver such supply to a receipt point to be located in or adjacent to the Landis Tract (as further defined below, the "Aqua Receipt Point") pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual representations, warranties and covenants herein contained, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **WHEELING OF WATER.** On and after the Effective Date, Aqua shall supply treated water for wheeling to the Authority and the Authority agrees to wheel such treated water to the Aqua Receipt Point set forth on **Exhibit "B"** attached hereto (the "Aqua Receipt Point"), all under the terms and conditions set forth in this Agreement.

2. **WATER SERVICE DELIVERY.**

a. Supply. During the Term, the Authority shall use reasonable diligence to furnish and deliver to Aqua a continuous and uninterrupted supply of water at the Aqua Receipt Point for consumption solely in the Landis Tract Service Area.

b. Quality. During the Term, the Authority shall deliver to Aqua at the Aqua Receipt Point water that is clear, potable, safe for human consumption, meeting drinking water standards and compliant with all applicable standards of quality and safety imposed by the PUC, the Pennsylvania Department of Environmental Protection (“DEP”), the United States Environmental Protection Agency (“EPA”), and any other agencies or successor agencies having jurisdiction over the treatment and distribution of water. The Authority shall have no obligation to provide increased or additional treatment to maintain the potable water distribution standards required hereunder.

c. Quantity and Duration of Water Flows. Aqua shall have the right to wheel up to 20,000 gallons per day of water, without any minimum water purchase quantity or usage frequency. Notwithstanding the foregoing to the contrary, it is agreed that Aqua shall have the right to draw, in addition to potable water, such quantity of water as is required for firefighting, at the minimum rate per minute, set at 1,000 gallons unless modified by further agreement between Aqua and the Authority, and for the duration of 120 minutes , using Public and/or Private Fire Hydrants (as defined in Aqua’s tariff on file with the PUC).

d. Water Usage Restrictions. Aqua shall use reasonable efforts, as permitted by Aqua’s tariff filed with the PUC, to minimize the wasteful use of water within the Landis Tract Service Area.

e. Expansion of Water Usage. The Landis Tract Service Area and/or the number of units serviced by this Agreement will not be expanded without written mutual consent in an amendment to this Agreement executed by both Aqua and the Authority. In addition, Authority water cannot be transported outside of the Landis Tract Service Area without written mutual consent in an amendment to this Agreement executed by both Aqua and the Authority”.

3. FACILITIES.

a. Connection; Metering. Aqua, at Aqua’s cost, shall install such facilities necessary for the interconnection between the Landis Tract Service Area and the Authority System needed to supply water to the Landis Tract, including, without limitation, the valves, pipe, and flow meter necessary at the Aqua Receipt Point (the “Facilities”). Aqua shall install a Badger Recordall Turbo Meter flow meter at the Aqua Receipt Point. The meter will measure and record the volume of water delivered to Aqua by the Authority. The Authority, in its sole discretion, shall have the right, but not the obligation, at its sole cost and expense, to incorporate sensors and other facilities consistent with a Supervisory Control and Data Acquisition (“SCADA”) System. At Aqua’s request, the Authority would share data accumulated by this SCADA System with Aqua as it pertains to properties within the Landis Tract Service Area.

b. Title. Water shall be deemed to be delivered to Aqua when it is delivered to the meter at the Aqua Receipt Point and title shall pass from the Authority to Aqua, and be in the possession of Aqua when the water passes through the water meter at the Aqua Receipt Point.

4. PAYMENT.

a. Rate. During the Term of this Agreement, Authority shall charge Aqua for water wheeled to Aqua hereunder (rounded to the nearest thousand) at the Rate (as defined in the 2016 Agreement, and as amended from time to time) in effect at the time the Authority wheels the

water to Aqua. Aqua agrees to utilize radio frequency to read the meter on a monthly basis at the Aqua Receipt Point for billing purposes.

b. Wheeling Fee; Net Billing. Aqua shall pay the Authority a wheeling fee of 10% of the effective volumetric Rate (the “Wheeling Fee”) for any gallons used at the Aqua Receipt Point. In accordance with Section 4.a., Aqua shall read the meter at the Aqua Receipt Point monthly. Such Wheeling Fee shall be applied as a credit on the Authority’s monthly bill for water delivered pursuant to the 2016 Agreement. By way of example, the current volumetric rate at the Effective Date is \$4.69 per 1,000 gallons; if 50,000 gallons are wheeled to the Aqua Receipt Point, Aqua shall pay to the Authority, through a credit on the Authority’s bill, \$23.45 as a Wheeling Fee for those 50,000 gallons wheeled through the Authority’s System.

c. Billing and Payment. Aqua agrees to send the Authority one invoice on a monthly basis to the Authority which shall reflect: (i) water delivered to the Authority at the Point of Delivery (as defined in the 2016 Agreement); (ii) a credit to the Authority for the amount of water delivered to the Aqua Receipt Point at the then existing volumetric Rate (as defined in the 2016 Agreement) and (iii) a credit to the Authority for the gallons of water wheeled to the Aqua Receipt Point multiplied by the Wheeling Rate described in Section 4.b. The invoice shall note the credits due separately from the billing amounts due under the 2016 Agreement and the Authority agrees to pay such invoice within 60 days of receipt of the same, subject to the terms of this Agreement and the 2016 Agreement. By way of example (using a volumetric rate of \$4.69 per 1,000 gallons), if 50,000 gallons are wheeled to the Aqua Receipt Point, then the credits to appear on the Authority’s bill shall be (x) \$23.45 as a Wheeling Fee (see example in Section 4.b. above), and (y) \$234.50 for water delivered to the Aqua Receipt Point.

d. Costs. Except as otherwise provided in this Agreement, Aqua shall be responsible for any costs associated with this Agreement to the extent such costs pertain to the connection of the Aqua System to the Authority System and Aqua's provision of water to customers within the Landis Tract Service Area, including, but not limited to, the cost of any water supply or water allocation permits, and the costs of preparation and transmission of data for Aqua's Consumer Confidence Reports.

5. TERM.

a. Initial Term. The term of this Agreement ("Term") shall commence as of the Effective Date of this Agreement and shall continue until March 9, 2034, coinciding with the term of the 2016 Agreement, unless this Agreement or the 2016 Agreement is terminated earlier.

b. Extensions. The Term of this Agreement shall automatically extend if the 2016 Agreement is extended, provided this Agreement has not been terminated earlier, for a term that coincides with any extension term of the 2016 Agreement. If a new agreement replaces the 2016 Agreement, this Agreement will extend for a term that coincides with the term of any new agreement; provided, however, that this Agreement has not been terminated earlier.

c. Termination. Notwithstanding the provisions of Section 5.a. hereof, and without prejudice to other remedies which may be available to the parties by law, in equity or pursuant to this Agreement, this Agreement may be terminated before the expiration of the Term, as follows:

1. By the mutual written consent of the Authority and Aqua.
2. By Aqua, without the Authority's written consent, upon ninety (90) days written notice, if Aqua can supply the Landis Tract through Aqua's mains and water system

and the interconnection is no longer required.

3. By either party hereto, after thirty (30) days written notice to the non-terminating party, if the non-terminating party has molested or tampered with the terminating party's Facilities.

4. By either party hereto, after thirty (30) days written notice, for thirty (30) days of nonpayment by the non-terminating party of amounts due under this Agreement after they come due.

5. By Authority, after thirty (30) days written notice, for failure to comply in any way with the Authority's cross-connection and backflow prevention program. This shall only be grounds for termination if the interconnect is noncompliant. Notwithstanding the foregoing, this subsection does not purport to regulate Aqua's System past the Aqua Receipt Point.

Upon receipt of a Notice of Discontinuance issued by the Authority, Aqua shall contact the authority to discuss the pending discontinuance. The Authority may provide steps that Aqua can take to avoid cessation of service. Water service may be discontinued immediately and without notice at the sole discretion of the Commonwealth of Pennsylvania Department of Health, Pennsylvania Department of Environmental Protection, and/or the Authority if any of the above determines that there is an imminent or existing health risk to Authority's customers.

6. METER ACCURACY AND CALIBRATION. Aqua shall maintain the accuracy of the meter in accordance with the regulations of the PUC codified at 52 Pa. Code §§ 65.8 and 65.9 shall constitute minimum standards for all meter testing and any appropriate adjustments to meter readings. The Authority may request, at any time and at its cost additional or special accuracy tests to be performed by a third party testing company approved by both Aqua and the Authority to verify the accuracy of the meter. Aqua will not unreasonably withhold approval of

any third party testing company. Aqua will test and calibrate the water meter at least once per year, except in the event of manifest flow meter error, in which case the meter may be calibrated more frequently until the meter is confirmed as accurate, and Aqua will provide a copy of the test results to the Authority. Aqua shall provide no less than 48 hours advance notice to the Authority of the meter calibration and access to the meter pit where the meter is located, so that the Authority may observe such calibration. Aqua shall furnish these annual reports at least sixty (60) days prior to the March 31 deadline for Delaware River Basin Commission and Pennsylvania Department of Environmental Protection audits. Aqua agrees to maintain the accuracy limits of the meter to within the normal allowable tolerances and standards published by the American Water Works Association. If any discrepancies in meter accuracy are ever found, each party agrees to limit its claim for adjustment to the percentage of meter inaccuracy for the 90-day period immediately preceding the test.

7. BILLING DISPUTES. Should the Authority dispute any portion of the credit on the monthly invoice from Aqua, the parties shall attempt, in good faith, to resolve such dispute by negotiations between officers or executives who have authority to settle the controversy. Any party may give the other party written notice of any dispute ("Dispute Notice") not resolved in the normal course of business. Within twenty (20) days after delivery of said Dispute Notice, officers or executives of both parties shall meet at a mutually acceptable time and place (which may include a virtual meeting or conference call), and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within sixty (60) days of the Dispute Notice, or if the parties fail to meet within twenty (20) days, then the parties shall proceed in accordance with Section 18.q. of the 2016 Agreement.

8. REGULATORY APPROVAL. As a condition to the provision of service under the terms stated herein, Aqua shall first obtain the approval (or deemed approval) of this Agreement under Section 507 of the Pennsylvania Public Utility Code. To the extent that approval of this Agreement is needed from any other regulatory agency, Aqua shall be responsible for determining the applicable requirements and for making the necessary filing and the Authority shall cooperate fully in those efforts.

9. AUTHORITY NOT RESPONSIBLE FOR DISTRIBUTION BY AQUA. Neither the Authority nor any of its officers, members of the Board, agents, or employees shall be liable for: (a) the operation or maintenance of all or any portion of the Landis Tract Service Area or other water systems constructed, owned, leased and/or operated by Aqua; (b) the control, carriage, handling, use, disposal or distribution of water supplied to Aqua after such water has passed from the Authority System at the Aqua Receipt Point to the Landis Tract Service Area operated by Aqua; nor (c) for damages or claims of damages of any nature whatsoever, including, but not limited to, property damage, personal injury or death, arising out of or in connection, directly or indirectly, with the foregoing and including attorneys' fees and other costs in connection therewith.

10. ADDITIONAL RIGHTS AND OBLIGATIONS OF PURCHASER AND AUTHORITY.

a. No Dedication; Maintenance of Water Supply Facilities. Upon Aqua's completion of the installation of Facilities and the Authority's approval of same, Aqua shall maintain sole ownership of the Facilities and shall be solely responsible for the maintenance of the Facilities. Aqua shall not interfere with the Authority System, and, except as provided herein or

otherwise expressly authorized by the Authority in writing, shall not connect any pipe, water pump or other apparatus thereto.

b. Maintenance. The Authority agrees to provide and maintain, in good working order, all water wheeling facilities owned by the Authority necessary in order to comply with its obligations under this Agreement, up to and including the Aqua Receipt Point. Authority shall be responsible to obtain and maintain all equipment and supplies necessary or appropriate for supplying potable water to Aqua pursuant to this Agreement, and all costs and expenses in connection therewith. The Authority shall operate and maintain in good condition and repair and in accordance with sound water utility engineering practices, and be solely responsible for, the Authority System, including but not limited to, all assets up to the Aqua Receipt Point connection between the Landis Tract Service Area and the Authority System, and all costs and expenses in connection with such operation and maintenance. Authority shall provide prompt written notice to Aqua of any maintenance of the Authority System that would prevent the Authority from delivering water to the Landis Tract Service Area as required in Section 2.c. above.

c. No Warranty/Guarantee; Force Majeure. The Authority will operate and maintain its water system in an efficient and professional manner and will exercise reasonable care, reasonably consistent pressure, and diligence to prevent and avoid unplanned interruptions, restrictions and fluctuations in service. However, the Authority does not guarantee or warrant the absence of unplanned interruptions, restrictions or fluctuations in service and the Authority shall have no liability for any unplanned interruptions, restrictions or fluctuations in service resulting from causes reasonably beyond the Authority's control, acts of God or Nature (including fire, flood, earthquake, storm or other natural disaster), war, invasion, hostilities (whether war is declared or not), civil war, rebellion, riot, insurrection, military or usurped power or confiscation, terrorist

activities, government sanction, labor dispute, strike, lockout, interruption or failure of electricity, mechanical failure or other damage to plant and facilities or unavailability of materials or supplies (collectively "Force Majeure").

d. Planned Interruptions. The Authority shall have the right, upon a minimum of 10 days' advance notice to Aqua, to temporarily interrupt or curtail service for such length of time as reasonably necessary for the construction, repair, maintenance, removal and replacement of its facilities and equipment. The Authority will confer with Aqua regarding any planned interruptions of service and will attempt to schedule such planned interruptions at a mutually convenient time or times. As soon as the supply of water to Aqua by the Authority is returned to normal volumes and pressures, Aqua shall promptly resume taking normal volumes of water from the Supplier pursuant to this Agreement.

e. Water Shortages. In the event of a shortage of treated water available to the Authority in its system, a diminished capacity to treat water, a restriction or limitation in the ability of the Authority's transmission and distribution system to transport and deliver water, a mandatory moratorium properly authorized by a regulatory body or governmental or municipal authority to limit service to Aqua's customers in the Landis Tract Service Area as a result of drought or other similar restrictions not within its control, or any other restriction on the ability of the Authority to supply water in normal quantities and/or pressures, the water supplied by the Authority to Aqua shall, to the extent reasonably practicable, be reduced or diminished in the same proportion that it is reduced or diminished to the customers of the Authority's water distribution system. If a moratorium as described above is declared, the Authority shall have the right to impose the accompanying restrictions on Aqua and its customers within the Landis Tract Service Area. If

Aqua fails to implement or enforce said restrictions, Aqua shall reimburse the Authority for any fines or penalties levied against the Authority for failure to comply with the moratorium.

f. Service Interruptions. Notwithstanding anything contained in this Agreement to the contrary, in the event of a water shortage, or if the supply of water to Aqua by the Authority under this Agreement is otherwise interrupted or reduced in volume or pressure to the point that service to the customers of Aqua is adversely affected, Aqua shall have the right, during such period of interrupted service or reduced volume or pressure, to (i) utilize tanker trucks to serve the Landis Tract Service Area, or (ii) obtain an alternate supply or supplies of water from other sources in such amounts and pressures as may be needed to restore adequate service to its customers. As soon as the supply of water to Aqua by the Authority is returned to normal volumes and pressures consistent with the requirements of this Agreement, Aqua shall promptly resume taking normal volumes of water from the Authority pursuant to this Agreement.

Aqua and the Authority acknowledge and agrees that the Authority is not responsible for any damages resulting from such service interruptions or impacts on water volume or pressure unless same are caused by the gross negligence or willful misconduct of the Authority, or its officers, employees or contractors.

11. INDEMNIFICATION.

a. The Authority shall indemnify, release, hold harmless, and defend Aqua, its successors and assigns and each of the foregoing's officers, agents, representatives, employees, and independent contractors (each hereinafter referred to as an "Aqua Covered Party"), from and against any and all claims, actions, causes of action, judgments, losses, damages, costs, expenses, liabilities, or any other demand for money or damages of any kind, whatsoever, including without limitation, all attorney's fees ("Claims") arising out of or related

in any way to the Authority's provision of water to Aqua under this Agreement, including its containment or transportation or provisions for its containment or transportation conducted by the Authority, including Claims resulting from acts or omissions of any Authority Covered Party. In the event a Claim is asserted against an Aqua Covered Party, Aqua shall promptly notify the Authority.

b. Aqua shall indemnify, hold harmless, and defend the Authority, its successors and assigns and each of the foregoing's officers, agents, representatives, employees, and independent contractors (each hereinafter referred to as an "Authority Covered Party"), from and against any and all claims, actions, causes of action, judgments, losses, damages, costs, expenses, liabilities, or any other demand for money or damages of any kind, whatsoever, including without limitation, all attorney's fees ("Claims") arising out of or related in any way to Aqua's provision of water to its ratepayers in the Landis Tract Service Area unless the Claim or Claims arise from the grossly negligent acts or omissions of any Authority Covered Party or the Authority breach of this Agreement. In the event a Claim is asserted against an Authority Covered Party, the Authority shall promptly notify Aqua.

12. REPRESENTATIONS.

a. Representations And Warranties Of The Authority.

1. Organization and Good Standing. The Authority is a public instrumentality duly organized under the Pennsylvania Municipality Authorities Act, 53 Pa.C.S. Ch. 56, and is validly subsisting under the laws of the Commonwealth of Pennsylvania.

2. Authorization; Binding Effect. The Authority has the power and authority to execute, deliver and perform this Agreement, and such execution, performance and consummation have been duly authorized by all necessary action of the members of the Board

of the Authority. This Agreement constitutes or will constitute the valid and binding obligation of the Authority enforceable against it in accordance with its terms.

3. Absence of Conflicting Agreements. Neither the execution or delivery of this Agreement nor the performance by the Authority hereunder conflicts with, or constitutes a breach of or a default under: (a) the Authority's Articles of Incorporation or By-Laws; (b) any applicable law, rule, judgment, order, writ; injunction or decree of any Court currently in effect; (c) any applicable rule or regulation of any administrative agency or other governmental authority currently in effect; or, (d) any agreement, indenture, contract or instrument to which the Authority is a party or by which its assets are bound.

b. Representations And Warranties Of Aqua.

1. Organization and Good Standing. Aqua is a Pennsylvania corporation duly organized under the Pennsylvania corporation law and is validly subsisting under the laws of the Commonwealth of Pennsylvania.

2. Authorization; Binding Effect. Aqua has the power and authority to execute, deliver and perform this Agreement, has or will satisfy any and all regulatory approvals of the PUC, DEP or any other governmental entity with jurisdiction and such execution, performance and consummation have been duly authorized by all necessary action of the members of Aqua. This Agreement constitutes or will constitute the valid and binding obligation of Aqua enforceable against it in accordance with its terms.

3. Absence of Conflicting Agreements. Neither the execution or delivery of this Agreement nor the performance by Aqua hereunder conflicts with, or constitutes a breach of or a default under: (a) Aqua's Articles of incorporation or By-Laws; (b) any applicable law, rule, judgment, order, writ, injunction or decree of any Court, currently in

effect; (c) any applicable rule or regulation of any administrative agency or other governmental authority currently in effect; or (d) any agreement, indenture, contract or instrument to which Aqua is a party or by which its assets are bound.

13. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the respective successors and assigns of the parties hereto and the benefits herein shall inure to the same.

14. ENTIRE AGREEMENT. This Agreement, along with the 2016 Agreement, embody the entire Agreement between the parties hereto with reference to the subject matter and there are no agreements, understandings, conditions, warranties, or representations, oral or written, expressed or implied with reference to the subject matter hereof that are not merged into this Agreement and superseded hereby. This Agreement may only be amended by a writing signed by all parties hereto.

15. GOVERNING LAW. This Agreement shall be interpreted pursuant to the laws of the Commonwealth of Pennsylvania.

16. COOPERATION. The parties agree to cooperate with each other and to use commercially reasonable efforts in the implementation of this Agreement, and to sign or cause to be signed, in a timely fashion, any and all necessary instruments, documents and petitions, and to take such other actions as may be reasonably necessary in order to effectuate the purposes of this Agreement.

17. NOTICE. Notice to be given pursuant to the terms of this Agreement shall be in writing and delivered in person or transmitted by overnight courier or certified mail, return receipt requested, postage prepaid. Notices required to be given shall be addressed as follows:

If to Aqua:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: President

With Required Copy to:

Aqua Pennsylvania, Inc.
762 W. Lancaster Avenue
Bryn Mawr, PA 19010
Attention: General Counsel

If to the Authority:

Chairman
Schwenksville Borough Authority
PO Box 458
Schwenksville, PA 19473

With Required Copy to:

Manager
Schwenksville Borough Authority
PO Box 458
Schwenksville, PA 19473

or to such other address(es) and to such individuals as may be specified by either party by prior written notice.

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts and any signatory hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one (1) or more counterparts taken together shall have been executed and delivered by all signatories. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. Counterparts may be executed and delivered by PDF or other similar electronic file through email.

19. NO BENEFIT TO OTHERS. The representations, covenants and agreements contained in this Agreement are for the sole benefit of the parties hereto, and their legal representatives, successors and assigns, and they shall not be construed as conferring any rights on any other persons.

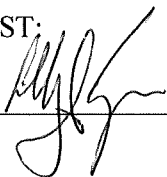
20. SEVERABILITY. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction or under any circumstance shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof; and any such invalidity or unenforceability in any jurisdiction or under any circumstance shall not invalidate or render unenforceable such provision in any other jurisdiction or under any other circumstance, unless, in either event, the invalid or unenforceable provision causes this Agreement to fail of its essential purpose.

Signature page follows.

IN WITNESS WHEREOF, the parties have caused this Water Wheeling Agreement to be executed and delivered, and their respective corporate seals to be hereunto affixed by their respective duly authorized officers, the day and year first above written.

SCHWENKSVILLE BOROUGH AUTHORITY

ATTEST:



By: 

Tom Slater, Vice-Chairman, Board of Directors

AQUA PENNSYLVANIA, INC.

ATTEST:

By: _____
Marc A. Lucca, President

IN WITNESS WHEREOF, the parties have caused this Water Wheeling Agreement to be executed and delivered, and their respective corporate seals to be hereunto affixed by their respective duly authorized officers, the day and year first above written.

SCHWENKSVILLE BOROUGH AUTHORITY

ATTEST:

By: _____
Tom Slater, Vice-Chairman, Board of Directors

AQUA PENNSYLVANIA, INC.

ATTEST:

Frances P. O'Th

By: Marc A. Lucca
Marc A. Lucca, President

 **EXHIBIT B**
AQUA RECEIPT POINT

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Water Wheeling Agreement between the :
Schwenksville Borough Authority and : **Docket No. U-2026-_____**
Aqua Pennsylvania, Inc. Dated April 8, :
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:

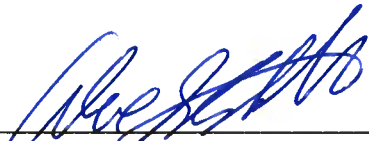
VIA ELECTRONIC MAIL

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pdiskin@pa.gov



Alexander R. Stahl

Dated: April 13, 2026