
**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): February 20, 2026

MIDDLESEX WATER COMPANY
(Exact Name of Registrant as Specified in Charter)

New Jersey
(State or other jurisdiction of
incorporation or organization)

0-422
(Commission
File Number)

22-1114430
(I.R.S. Employer
Identification No.)

485C Route 1 South, Suite 400, Iselin, New Jersey 08830
(Address of Principal Executive Offices, and Zip Code)

732-634-1500
Registrant's Telephone Number, Including Area Code

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 (see General Instruction A.2. below):

- 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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, No Par Value	MSEX	The Nasdaq Stock Market, LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01 Entry into a Material Definitive Agreement.

On February 20, 2026, Middlesex Water Company (“Middlesex”) entered into an Amendment (the “Amendment”) to the ATM Equity OfferingSM Sales Agreement (as amended, the “Equity Sales Agreement”) with BofA Securities, Inc., Robert W. Baird & Co. Incorporated, Huntington Securities, Inc. (“Huntington”), and Janney Montgomery Scott LLC (“Janney”), relating to Middlesex’s ongoing sale of shares of Middlesex common stock, no par value, from time to time at the then prevailing market prices in an amount not to exceed \$110,000,000, (the “Shares”), through “at-the-market” offerings (the “Offering”).

Pursuant to the Amendment, Janney ceased to act as a sales agent under the Equity Sales Agreement and Huntington was added as a sales agent thereunder. Except as expressly set forth in the Amendment, the Equity Sales Agreement remains in full force and effect and the terms of the Offering, including the manner of sale, commissions, and maximum aggregate offering amount, were not modified.

On February 20, 2026, Middlesex filed a supplement to the prospectus supplement, dated as of May 12, 2025, with the Securities and Exchange Commission primarily updating the prospectus supplement to reflect Middlesex's entry into the Amendment. Any sales and issuances of Shares under the Equity Sales Agreement will be made pursuant to Middlesex’s effective shelf registration statement on Form S-3 (File No. 333-287177) and the prospectus supplement, as supplemented by the supplement.

The foregoing description of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which is filed as Exhibit 1.1 hereto and incorporated herein by reference.

This Current Report on Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy any securities under the Equity Sales Agreement, nor shall there be any sale of such securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

Item 9.01 Financial Statements and Exhibits.

(c) Exhibits

Exhibit Number	Description of Document
1.1	Amendment to ATM Equity Offering Sales Agreement, dated February 20, 2026, by and among Middlesex Water Company and BofA Securities, Inc., Robert W. Baird & Co. Incorporated, Janney Montgomery Scott LLC and Huntington Securities, Inc.
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL.

SIGNATURE

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.

MIDDLESEX WATER COMPANY

By: /s/ Mohammed G. Zerhouni

Senior Vice President, Chief Financial Officer and Treasurer

Date: February 24, 2026

AMENDMENT TO THE ATM EQUITY OFFERING SALES AGREEMENT

February 20, 2026

BOFA SECURITIES, INC.
One Bryant Park
New York, New York 10036

ROBERT W. BAIRD & CO. INCORPORATED
777 East Wisconsin Avenue, 18th Floor
Milwaukee, Wisconsin 53202

HUNTINGTON SECURITIES, INC.
41 South High Street
Columbus, Ohio 43215

JANNEY MONTGOMERY SCOTT LLC
1717 Arch Street
Philadelphia, PA 19103

Ladies and Gentlemen:

Reference is made to the At-The-Market Equity Offering Sales Agreement, dated May 12, 2025, including any exhibit or annex thereto (the “**Original Agreement**”), among BofA Securities, Inc., Robert W. Baird & Co. Incorporated and Janney Montgomery Scott LLC (each, an “**Agent**”, and collectively, the “**Agents**”), and Middlesex Water Company, a New Jersey corporation (the “**Company**”), pursuant to which the Company agreed to sell through the Agents, shares of common stock, par value \$0.001 per share, of the Company. All capitalized terms not defined herein shall have the meanings ascribed to them in the Original Agreement. The parties, intending to be legally bound, hereby enter into this amendment (this “**Amendment**”) to amend the Original Agreement to terminate Janney Montgomery Scott as an Agent and add Huntington Securities, Inc. as an Agent, as follows:

1. All references to the “Prospectus Supplement”, with respect to sales to be made under the Registration Statement, shall be deemed to include the prospectus supplement to be dated February 20, 2026.
2. Section 10 of the Original Agreement shall be amended by replacing the notice information for Janney Montgomery Scott LLC with the following notice information for Huntington Securities, Inc.:

Huntington Securities, Inc.
41 South High Street
Columbus, OH 43215
Attention: Peter Dippolito / Equity Capital Markets
Emails: peter.dippolito@huntington.com, equitycapitalmarkets@huntington.com
Facsimile: (877) 807-4721

3. Annex I of the Original Agreement shall be amended by replacing the name and address of Janney Montgomery Scott LLC with the following:

Huntington Securities, Inc.
41 South High Street
Columbus, OH 43215

4. All other references to “Janney Montgomery Scott LLC” or “Janney Montgomery Scott” shall be deemed to have been replaced with “Huntington Securities, Inc.”

5. The Company represents and warrants to, and agrees with the Agents that this Amendment has been duly authorized, executed and delivered by, and is a valid and binding agreement of, the Company, enforceable in accordance with its terms, except as rights to indemnification hereunder may be limited by applicable law and except as the enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

6. This Amendment together with the Original Agreement (including any schedule or annex attached hereto and thereto and Placement Notices issued pursuant hereto and thereto), constitutes the entire agreement and supersedes all other prior and contemporaneous agreements and undertakings, both written and oral, among the parties hereto with regard to the subject matter hereof. Neither this Amendment nor any term hereof may be amended except pursuant to a written instrument executed by the Company and the Agents. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable as written by a court of competent jurisdiction, then such provision shall be given full force and effect to the fullest possible extent that it is valid, legal and enforceable, and the remainder of the terms and provisions herein shall be construed as if such invalid, illegal or unenforceable term or provision was not contained herein, but only to the extent that giving effect to such provision and the remainder of the terms and provisions hereof shall be in accordance with the intent of the parties as reflected in this Amendment. All references in the Original Agreement to the “Agreement” shall mean, with respect to sales to be made under the New Registration Statement, the Original Agreement as amended by this Amendment; provided, however, that all references to “date of this Agreement” in the Original Agreement shall continue to refer to the date of the Original Agreement with respect to sales made under the Original Registration Statement.

7. THIS AMENDMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CHOICE OF LAW PROVISIONS.

8. This Amendment may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but such respective counterparts shall together shall constitute one and the same instrument, and may be delivered by facsimile transmission or by electronic delivery of a portable document format (PDF) file (including any electronic signature covered by the U.S. federal E-SIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com). The invalidity or unenforceability of any section, paragraph or provision of this Amendment shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Amendment is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.

[Remainder of Page Intentionally Blank]

If the foregoing correctly sets forth the understanding among the Company and the Agents, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Original Agreement among the Company and the Agents.

Very truly yours,

MIDDLESEX WATER COMPANY

By: /s/ Mohammed G. Zerhouni

Name: Mohammed G. Zerhouni

Title: Sr. Vice President, Chief Financial
Officer, and Treasurer

[Signature Page to Amendment to the ATM Sales Agreement]

Accepted as of the date hereof:

BOFA SECURITIES, INC.

By: /s/ Marley Smith

Name: Marly Smith

Title: Managing Director

ROBERT W. BAIRD & CO. INCORPORATED

By: /s/ Sandy Walter

Name: Sandy Walter

Title: Managing Director, Co-
Head of Equity Capital
Markets

HUNTINGTON SECURITIES, INC.

By: /s/ Peter Dippolito

Name: Peter Dippolito

Title: Head of Equity Capital
Markets

JANNEY MONTGOMERY SCOTT LLC

By: /s/ Caroline Hall

Name: Caroline Hall

Title: Chief Compliance Officer

[Signature Page to Amendment to the ATM Sales Agreement]