

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: September 25, 2019

**MIDDLESEX WATER COMPANY**  
(Exact name of registrant as specified in its 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 ONE SOUTH, SUITE 400, ISELIN, NEW JERSEY 08830**  
(Address of Principal Executive Offices) (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:

- 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	MSEX	NASDAQ

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.

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**Item 1.01 Entry into a Material Definitive Agreement**

*Line of Credit Increased*

On September 23, 2019, Middlesex Water Company and its subsidiaries (collectively, the “Company”) amended its Line of Credit Agreement (the “Agreement”) with Bank of America, N.A., increasing the maximum amount available under the Agreement from \$40,000,000 to \$60,000,000 and extending the expiration date to September 18, 2020. The Agreement increases the Company’s available lines of credit to \$120,000,000.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description of Document</u>
10.33(c)*	<a href="#"><u>Amendment To and Extension of the Expiration Date of the Line of Credit included in the Amended and Restated Loan Agreement between registrant, registrant’s subsidiaries and Bank of America, N.A.</u></a>

\* Filed herewith

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 of the undersigned hereunto duly authorized.

MIDDLESEX WATER COMPANY  
(Registrant)

/s/Jay L. Kooper

Jay L. Kooper  
Vice President, General Counsel and Secretary

Dated: September 25, 2019

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#### AMENDMENT

This Amendment (the "Amendment"), dated as of September 23, 2019, is between Bank of America, N.A., a national banking association (the "Bank") and Middlesex Water Company, a New Jersey corporation, and its subsidiaries, Tidewater Utilities, Inc., a Delaware corporation, White Marsh Environmental Systems, Inc., a Delaware corporation, Pinelands Water Company, a New Jersey corporation, Pinelands Wastewater Company, a New Jersey corporation, Utility Service Affiliates, Inc., a New Jersey corporation, Utility Service Affiliates (Perth Amboy) Inc., a New Jersey corporation, and Tidewater Environmental Services, Inc., a Delaware corporation, as joint and several co-borrowers (parent and subsidiary corporations individually and collectively referred to herein as "Borrower").

#### RECITALS

A. The Bank and the Borrower entered into a certain Letter Agreement ("Letter Agreement") and Master Promissory Note ("Note"), each dated September 25, 2015, evidencing an uncommitted line of credit in the maximum amount of Twenty Eight Million Dollars (\$28,000,000), increased by Amendment dated as of September 19, 2017 to maximum amount Forty Million Dollars (\$40,000,000) (The Letter Agreement and the Note as amended and extended from time to time are referred to herein as the "Loan Documents").

B. The Bank and the Borrower desire to amend the Loan Documents to extend the Expiration Date and to address other changes to the Loan Documents.

#### AGREEMENT

1. Definitions. Capitalized terms used but not defined in this Amendment shall have the meaning given to them in the Loan Documents.

2. Amendments.

(a) The Letter Agreement is hereby amended as follows:

(i) The second sentence of the first paragraph is hereby amended and restated in its entirety as follows:

"The aggregate Advances outstanding under the Uncommitted Facility shall not at any time exceed Sixty Million Dollars (\$60,000,000.00 the "Uncommitted Facility Limit")."

(ii) "September 18, 2020" is hereby substituted for "September 20, 2019" in the section entitled "Expiration Date" on page one of the Letter Agreement.

(b) The Note is hereby amended as follows:

- (i) All references in the Note to “Forty Million Dollars” or “(\$40,000,000)” are deleted and replaced by “Sixty Million Dollars” and “(\$60,000,000)”.

Specifically:

- The reference to “\$40,000,000” in the top left corner of the first page of the Note is deleted and “\$60,000,000” is substituted therefor.
- The first paragraph of the Note is amended and restated as follows.

“FOR VALUE RECEIVED, the undersigned, Middlesex Water Company, a New Jersey corporation, and its subsidiaries, Tidewater Utilities, Inc., a Delaware corporation, White Marsh Environmental Systems, Inc., a Delaware corporation, Pinelands Water Company, a New Jersey corporation, Pinelands Wastewater Company, a New Jersey corporation, Utility Service Affiliates, Inc., a New Jersey corporation, Utility Service Affiliates (Perth Amboy) Inc., a New Jersey corporation, and Tidewater Environmental Services, Inc., a Delaware corporation, as joint and several co-borrowers (parent and subsidiary corporations individually and collectively referred to herein as “Borrower”), jointly and severally, hereby promise to pay to BANK OF AMERICA, N.A., a national banking association (the “Bank”) or order, at such place as the Bank may designate from time to time, in lawful money of the United States of America and in immediately available funds, the principal amount of Sixty Million Dollars (\$60,000,000) or such lesser amount as shall equal the aggregate unpaid principal amount of the advances (the “Loans”) made by the Bank to the Borrower (the “Uncommitted Facility”) under this Master Promissory Note (this “Note”), and to pay interest on the unpaid principal amount of each such Loan at the rates per annum and on the dates specified below.”

- (ii) “September 20, 2019” in subsection (b) of the second paragraph of the Note is hereby deleted and “September 18, 2020” is substituted in its place.

3. Representations and Warranties. When the Borrower signs this Amendment, the Borrower represents and warrants to the Bank that: (a) there is no event which is, or with notice or lapse of time or both would be, a Notice Event under the Loan Documents, (b) this Amendment does not conflict with any law, agreement, or obligation by which the Borrower is bound, (c) this Amendment is within the Borrower's powers, has been duly authorized, and does not conflict with any of the Borrower's organizational papers, and (d) representations and warranties set forth in the Note are confirmed as of the date hereof.

4. Effect of Amendment. This Amendment is effective as of September 21, 2018. Except as provided in this Amendment, all of the terms and conditions of the Loan Documents shall remain in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts, each of which when so executed shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. FINAL AGREEMENT. BY SIGNING THIS DOCUMENT, EACH PARTY REPRESENTS AND AGREES THAT: (A) THIS DOCUMENT REPRESENTS THE FINAL AGREEMENT BETWEEN PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THIS DOCUMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

The parties executed this Amendment as of the date stated at the beginning of this Amendment, intending to create an instrument executed under seal.

BANK OF AMERICA, N.A.

By: /s/ Kristina Catlin  
Name: Kristina Catlin  
Title: Vice President

***Acknowledged and Agreed:***

Middlesex Water Company

By: /s/ A. Bruce O'Connor  
Name/Title: A. Bruce O'Connor, Sr. VP, Treasurer & CFO

Tidewater Utilities, Inc.

By: /s/ A. Bruce O'Connor  
Name/Title: A. Bruce O'Connor, President

White Marsh Environmental Systems, Inc.

By: /s/ A. Bruce O'Connor  
Name/Title: A. Bruce O'Connor, President

Pinelands Water Company

By: /s/ A. Bruce O'Connor  
Name/Title: A. Bruce O'Connor, VP & Treasurer

Pinelands Wastewater Company

By: /s/ A. Bruce O'Connor  
Name/Title: A. Bruce O'Connor, VP & Treasurer

Utility Service Affiliates, Inc.

By: /s/ A. Bruce O'Connor  
Name/Title: A. Bruce O'Connor, Treasurer

Utility Service Affiliates (Perth Amboy) Inc.

By: /s/ A. Bruce O'Connor  
Name/Title: A. Bruce O'Connor, VP & Treasurer

Tidewater Environmental Services, Inc.

By: /s/ A. Bruce O'Connor  
Name/Title: A. Bruce O'Connor, President