



Agenda Date: 2/24/16
Agenda Item: 5A

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

WATER

IN THE MATTER OF THE JOINT PETITION OF NEW)
JERSEY-AMERICAN WATER COMPANY, INC., AND) ORDER OF APPROVAL
ROXITICUS WATER COMPANY, INC., FOR, AMONG)
OTHER THINGS, APPROVAL OF A CHANGE IN)
CONTROL OF ROXITICUS WATER COMPANY, INC.) DOCKET NO. WM15080982

Parties of Record:

Jordan Mersky, Esq., New Jersey American Water Company, Inc.
William F. Ziegler, Esq., Holston, MacDonald, Uzdavinis, Ziegler, Lodge & Myles, on behalf
of Roxiticus Water Company
Stefanie A. Brand, Esq., Director, New Jersey Division of Rate Counsel

BY THE BOARD:

On August 25, 2015, New Jersey American Water Company, Inc. ("New Jersey American," "NJAW," "NJAWC," "NJ American," or "Company") and Roxiticus Water Company ("Roxiticus" or "Grantee") (collectively, "Joint Petitioners") filed a joint petition with the New Jersey Board of Public Utilities ("Board"), pursuant to N.J.S.A. 48:2-51.1, and such other statutes and regulations as may be deemed relevant to this matter, seeking approval of the proposed acquisition of Roxiticus Water Company ("Transaction").¹

New Jersey American and Roxiticus are regulated public utilities organized and operating under the laws of the State of New Jersey. NJAW currently provides water service to approximately 613,000 water and fire service customers and to approximately 35,987 sewer service customers in all or part of 189 municipalities in 18 of the State's 21 counties.

Roxiticus provides water service to approximately 100 customers in a portion of Mendham Township, Morris County, New Jersey ("Township"). Roxiticus buys all of its water from NJAW and also provides water service to portions of the Township.²

¹ The Parties to this proceeding are the Joint Petitioners, the New Jersey Division of Rate Counsel ("Rate Counsel") and the Staff of the New Jersey Board of Public Utilities.

² NJAW currently provides water service to approximately 700 customers in the Township.

THE PROPOSED TRANSFER

The Petition was filed pursuant to N.J.S.A. 48:2-51.1, which requires written Board approval for any person to acquire control of a public utility. The proposed Transaction is set forth in a Bill of Sale Agreement between the Joint Petitioners dated July 2, 2015, which provides that, subject to obtaining regulatory approvals and the satisfaction of certain other conditions, New Jersey American Water shall acquire control of all the assets of Roxiticus. As a result of the Transaction, New Jersey American will acquire from Roxiticus all of the assets of Roxiticus. New Jersey American will continue to be a wholly-owned subsidiary of American Water Works Company, Inc. ("American") and will continue to exist as a New Jersey public utility corporation subject to the jurisdiction and regulation of the Board. Roxiticus will continue to exist but will cease operations as a New Jersey public utility corporation and no longer be subject to the jurisdiction and regulation of the Board. Consideration for the purchase of the assets is three hundred thousand dollars (\$300,000.00). Upon closing, the assets of Roxiticus will be combined with the assets of New Jersey American.

IMPACT ON NEW JERSEY AMERICAN

The Joint Petitioners state that the proposed Transaction will have no adverse impact on the Company as set forth below. There will be no impact on NJAWC's current rates. NJAWC will continue to operate under its existing Board-approved tariffs and rate structures until such time as such tariffs and rate structures are revised in accordance with New Jersey Law. Also, the proposed Transaction will cause no material changes in the balance sheet or financial position of NJ American because all of the outstanding debts of NJAWC will continue to be liabilities and obligations of the Company.

In addition, there will be no impact on NJAWC's employees. There will be no change in NJ American's collective bargaining agreement as a result of the proposed Transaction. NJ American will have no adverse impact to its present or future service levels and will continue to provide safe, adequate and reliable service to its customers.

Furthermore, the proposed Transaction will not adversely impact competition because New Jersey American will continue to service its customers in its current franchised service territories. The classic competition for customers does not exist in the regulated water utility industry. Finally, New Jersey American will continue to pursue opportunities to provide water service throughout the State, including opportunities to acquire other water systems as those opportunities arise.

IMPACT ON ROXITICUS

The Joint Petitioners state that there will be no impact on Roxiticus because Roxiticus agreed to sell all of its assets to NJ American in exchange for cash representing the value of those assets. The transaction provides liquidity to the shareholders of Roxiticus. Also, the proposed Transaction will have no adverse impact on Roxiticus' existing rates as NJAWC will adopt Roxiticus' existing Board approved tariffs and rate structures until such time as such tariffs and rate structures are revised in accordance with New Jersey Law. The proposed Transaction will cause no material changes in the balance sheet or financial position of Roxiticus. Finally, the

proposed Transaction will have no adverse impact on employees, as Roxiticus has no employees.

SPECIFIC BENEFITS TO CUSTOMERS OF ROXITICUS

The Joint Petitioners state that the proposed Transaction will have no adverse impact of the criteria set forth in N.J.S.A. 48:2-51.1. The Joint Petitioners further state that proposed Transaction will promote the public interest and result in following positive benefits:

1. The need to comply with increasingly stringent water quality and environmental standards has created substantial demands for capital investment for water utilities. The financial resources and backing of NJ American will be a benefit to Roxiticus' customers in the replacement of infrastructure and compliance with the Safe Drinking Water Act.
2. New Jersey American's size and scale enable it to address the water needs of Roxiticus' customers well into the future.
3. The customers of Roxiticus will benefit from becoming part of the largest regulated water utility in the United States. These customers will receive the benefits of industry standard best practices in the areas of planning, research, environmental compliance, water quality, customer service, finance, risk management, operations and service delivery and management.
4. After the completion of the proposed Transaction, customers of Roxiticus will have access to American's customer service call centers to resolve any customer service issues that may arise.
5. After the closing of the proposed Transaction, customers of Roxiticus will also have access to NJ American's customer assistance payment assistance programs – H₂O Help to Others and Low Income Payment Plan, which seek to help customers during times of need.

THE MUNICIPAL CONSENT

NJAWC intends to operate the assets of the Roxiticus system pursuant to the existing municipal consent granted to Roxiticus in ordinance 4-94, dated May 24, 1994 (1994 Ordinance). This ordinance states that the municipal consent and franchise is granted to RWC and its successors and assigns. Section 10 of that ordinance specifically provides that the "Grantee shall have the right at any time to assign the consent granted by this ordinance to any public utility corporation organized under the laws of the State of New Jersey and authorized to own and operate a water system as a public utility within the State of New Jersey." NJAWC meets both of those criteria.

The Company intends to rely on the 1994 Ordinance, which was approved by the Board in Docket No. WE94100437 on May 24, 1996, for its municipal consent and franchise approval.

THE DIVISION OF RATE COUNSEL

Rate Counsel submitted its comments regarding the proposed Transaction by letter dated January 19, 2016. Rate Counsel stated that it believes that the Joint Petitioners have satisfied the requirements of N.J.S.A. 48:2-51.1 and N.J.A.C. 14:1-5.14 and therefore does not object to Board approval of the proposed Transaction. Rate Counsel noted that Roxiticus' customers will eventually benefit from lower rates because they will be transitioned to NJ American's SA-1 rate tariff post-closing. Rate Counsel stated that Roxiticus has no employees and that there will be no change in the existing current bargaining agreements for NJAWC employees. Rate Counsel further noted that there will be no impact on competition because water utilities are still subject to traditional rate base rate of return regulation. Rate Counsel further stated that it believes that the proposed transaction will benefit customers with regard to the provision of safe and adequate service because Roxiticus is a small water utility. Rate Counsel also stated that Roxiticus customers will benefit if and when capital improvements to the system are necessary because those customers will benefit by having access to the expertise and financial resources of NJ American. Finally, Rate Counsel stated that Roxiticus customers will benefit because customers in need will have access to NJAWC's customer assistance payment programs – H₂O Help to Others and Low Income Payment Plan.

However, Rate Counsel, while not objecting to the proposed Transaction, requested that Board approval of the proposed Transaction should not include authorization to include in rate base the specific assets that will be acquired as a result of the proposed Transaction. Rate Counsel also requested that the following language be included in any Board Order approving the proposed transaction:

1. This Order shall not be construed as directly or indirectly fixing for any purposes whatsoever any value of any tangible or intangible assets now owned or hereafter to be owned by American.
2. This Order shall not affect nor in any way limit the exercise of the authority of this Board or of this State, in any future Petition or in any proceedings with respect to rates, franchises, service, financing, accounting, capitalization, depreciation, or in any other matter affecting American.
3. American shall not depreciate the portion of the water system that is funded by CIAC [contribution in aid of construction].

[Rate Counsel Comments at 4].

Specifically, “[i]f the Board adopts these conditions, Rate Counsel is not opposed to approval of the Joint Petition.” Id. at 5.

DISCUSSION AND FINDINGS

N.J.S.A. 48:2-51.1 provides in part:

[N]o person shall acquire or seek to acquire control of a public utility directly or indirectly through the medium of an affiliated or parent corporation or organization, or through the purchase of shares, the election of a board of directors, the acquisition of proxies to vote for the election of directors, or through any other manner, without requesting and receiving the written approval of the Board of Public Utilities. Any agreement reached, or any other action taken, in violation of this act shall be void. In considering a request for approval of an acquisition of control, the board shall evaluate the impact of the acquisition on competition, on the rates of ratepayers affected by the acquisition of control, on the employees of the affected public utility or utilities, and on the provision of safe and adequate utility service at just and reasonable rates. The board shall accompany its decision on a request for approval of an acquisition of control with a written report detailing the basis for its decision, including findings of fact and conclusions of law.

In addition to the statutory requirements, N.J.A.C. 14:1-5.14(c) provides:

The Board shall not approve a merger, consolidation, acquisition and/or change in control unless it is satisfied that positive benefits will flow to customers and the State of New Jersey and, at a minimum, that there are no adverse impacts on any of the criteria delineated in N.J.S.A. 48:2-51.1.

Thus, in considering a request for approval pursuant to N.J.S.A. 48:2-51.1 and N.J.A.C. 14:1-5.14(c), the Board looks to determine that whether positive benefits will flow to customers and the State and that the Transaction will not adversely impact any of the four factors set forth under N.J.S.A. 48:2-51.1. The Board, having reviewed the Petition and the entire record, **FINDS** that positive benefits will flow to customers and the State from the Transaction and that the Transaction will not adversely impact any of the four factors set forth under N.J.S.A. 48:2-51.1, and it will not adversely affect the public interest.

There will be no adverse impact on competition. The proposed Transaction will have no adverse impact on the existing Roxiticus rates as New Jersey American will adopt the existing Board-approved tariffs and rate structures, until such time as such tariffs and rate structures are revised in accordance with New Jersey law. Roxiticus has no employees so the proposed Transaction will not have an adverse impact on utility employees. Roxiticus will be managed by experienced New Jersey American Water personnel. New Jersey American will continue to operate under its existing Board-approved tariffs and rate structures, until such time as tariffs and rate structures are revised in accordance with New Jersey law.

The proposed Transaction will cause no material changes in the balance sheet or financial position of New Jersey American. All of the outstanding debts of New Jersey American will continue to be liabilities and obligations of New Jersey American. The need to comply with increasingly stringent

water quality and environmental standards, while also rehabilitating and replacing aging water infrastructure, has created substantial demands for capital investment by water utilities. The financial resources and backing of New Jersey American will be a benefit to Roxiticus' customers in the replacement of infrastructure and compliance with the Safe Drinking Water Act. After the completion of the proposed Transaction, customers of Roxiticus will have access to New Jersey American's customer service call centers to resolve customer service issues. Customers will also have access to New Jersey American's customer payment assistance programs – H₂O Help to Others and Low Income Payment Plan, which seek to help customers during times of need.

The Board **NOTES** that Roxiticus currently buys all of its water from NJ American and NJ American currently serves approximately 700 customers in the Township.

Accordingly, the Board **FURTHER FINDS** that the proposed acquisition will not jeopardize New Jersey American Water Company's ability to continue to render safe, adequate and proper utility service. The Transaction will have no adverse impact on the provision of safe, adequate and proper service by Roxiticus to its customers.

The Board **HEREBY APPROVES** the proposed acquisition of Roxiticus Water Company by New Jersey American Water Company and property interests as more fully described in the Petition. The Board **HEREBY APPROVES** the Company's proposed journal entries. Having considered the magnitude of the transaction, the Board **HEREBY FINDS** that the proposed acquisition is in the public interest subject to the following conditions:

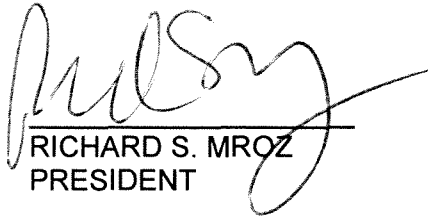
1. This Order is based upon the specific and particular facts of this transaction and shall not have precedential value in future transactions that may come before the Board and shall not be relied on as such.
2. This Order shall not affect or in any way limit the exercise of the authority of the Board, or of the State, in any future petition, or in any proceeding with respect to rates, franchises, service, financing, accounting, capitalization, depreciation or in any matters affecting the Company or Roxiticus.
3. This Order shall not be construed as directly or indirectly fixing for any purposes whatsoever any value of any tangible or intangible assets or liabilities now owned or hereafter to be owned by New Jersey American.
4. Within thirty (30) days of the date of the closing of the proposed Transaction, the Joint Petitioners shall file with the Board proof of the closing, net transaction costs, and final journal entries along with a detailed calculation of all expenses related to the proposed Transaction.
5. Within thirty (30) days of the date of the closing of the proposed Transaction, New Jersey American shall submit any revised tariff pages that may be necessary as a result of the proposed Transaction.
6. Roxiticus shall file with the Board its 2015 Annual Report pursuant to N.J.A.C. 14:3-6.3.

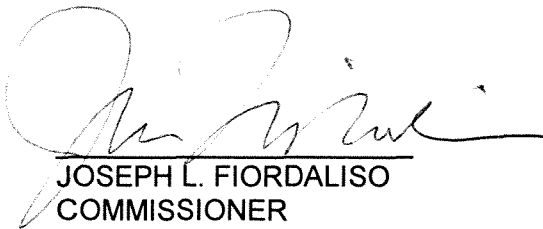
7. Roxiticus shall file with the Board, within thirty (30) days of closing, its Statement of Gross Intrastate Operating Revenues for the Year Ended December 31, 2015 (Form AR-3-1).
8. Pursuant to the applicable statutes, Roxiticus shall be responsible for the Board of Public Utilities' and the Division of Rate Counsel's assessment liability based upon Roxiticus' 2015 Gross Operating Revenues.

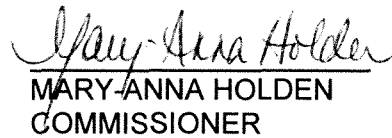
The Order shall be effective on March 5, 2016.

DATED: 2.24.16

BOARD OF PUBLIC UTILITIES
BY:


RICHARD S. MROZ
PRESIDENT


JOSEPH L. FIORDALISO
COMMISSIONER

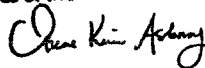

MARY-ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER

ATTEST: 
IRENE KIM ASBURY
SECRETARY

I HEREBY CERTIFY that the within
document is a true copy of the original
in the files of the Board of Public Utilities



**IN THE MATTER OF THE JOINT PETITION OF NEW JERSEY AMERICAN WATER
COMPANY, INC., AND ROXITICUS WATER COMPANY, FOR, AMONG OTHER THINGS,
APPROVAL OF A CHANGE IN CONTROL OF ROXITICUS WATER COMPANY, INC.**

DOCKET NO. WM15080982

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ORDINANCE 4-94

AN ORDINANCE OF THE TOWNSHIP OF MENDHAM, IN THE COUNTY OF MORRIS, NEW JERSEY, GRANTING MUNICIPAL CONSENT, RIGHT, PERMISSION AND AUTHORITY TO ROXITICUS WATER CO., INC., A NEW JERSEY CORPORATION, AND ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, EXTEND, MAINTAIN, REPAIR, REPLACE, IMPROVE AND OPERATE FACILITIES FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF POTABLE WATER TO SERVE A CERTAIN AREA WITHIN THE TOWNSHIP

WHEREAS, Roxiticus Water Co., Inc., a New Jersey corporation, having its principal office at 20 Woodmere Drive, Summit, New Jersey 07901, has petitioned the governing body of the Township of Mendham, in the County of Morris, New Jersey, for the grant of municipal consent to it, its successors and assigns to construct, extend, maintain, repair, replace, improve and operate facilities for the transmission, distribution and sale of potable water in order to provide water service for properties to be created by the subdivision of Lot 23 in Block 104 as presently shown and designated on the Tax Map of the Township of Mendham;

WHEREAS, Roxiticus Water Co., Inc. intends to install a water transmission line within a portion of Pleasant Valley Road in the Township and to purchase its supply of potable water from the New Jersey-American Water Company, Inc., a regulated public utility corporation of the State of New Jersey;

WHEREAS, various owners of properties fronting on the aforementioned portion of Pleasant Valley Road have indicated an interest in having their properties included in the franchise area of Roxiticus Water Co., Inc. for future water service; and

WHEREAS, public water service is not presently available to any of the aforementioned properties and it is deemed by the

governing body of the Township to be in the best interests of the Township to grant to Roxiticus Water Co., Inc., its successors and assigns the municipal consent which is required by applicable statutes of the State of New Jersey in order that said corporation, its successors or assigns may provide water service, including fire hydrant service, to all of the aforementioned properties.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Mendham, in the County of Morris, New Jersey, as follows:

Section 1. The Township of Mendham hereby grants to Roxiticus Water Co., Inc., its successors and assigns (hereinafter referred to as "the Grantee") the municipal consent required by the provisions of N.J.S.A. 48:19-17, as amended, and N.J.S.A. 48:19-20, as amended, as the same may be necessary in order to permit the Grantee to construct, extend, maintain, repair, replace, improve and operate a system for the transmission, distribution and sale of potable water for all purposes for which water may be used within the following described portions of the Township to be known and designated and hereinafter referred to as the "Franchise Area": (a) those properties which are shown and designated on the present Tax Map of the Township of Mendham as Lots 4, 5, 6, 7, 8, 9 and 10 in Block 103 and Lot 23 in Block 104, and (b) the portion of Pleasant Valley Road which is bounded on the east by the Borough of Mendham-Township

of Mendham municipal boundary line and on the west by a northerly projection of the westerly property line of Lot 4 in Block 103. No other road or portion of any road adjacent to present Lot 23 in Block 104 is included in the Franchise Area. The aforesaid Franchise Area is delineated upon a drawing dated April 25, 1994 and entitled "Excerpt from the Present Township of Mendham Tax Map Showing the Franchise Area of Roxiticious Water Co., Inc. as Described in Ordinance 4-94", a copy of which drawing is attached to and hereby incorporated in this ordinance.

The Grantee may, within such Franchise Area, construct, extend, maintain, repair, replace, improve and operate all necessary mains, services, conduits, pipes, fire hydrants and any appurtenances thereto which may be necessary or convenient for its water system (all of the foregoing being hereinafter referred to as "the Grantee's water service facilities") in, upon, across, along and under each and all of the public streets, roads, bridges and municipal easements for public utilities within such Franchise Area as they may at any time exist (all of the foregoing being hereinafter referred to as "public places"), and the Company may do the same in, upon, across, along and under any lands or utility easements owned at any time by the Company or in, upon, across, along and under any private roads or utility easements created, granted or dedicated by any person, party or corporation for public utilities within the Franchise Area, including any private roads and utility easements shown upon any subdivision map and/or site plan approved by the Township

Planning Board (all of the foregoing being hereinafter referred to as "private places"), all subject to the conditions and regulations set forth in this ordinance.

Section 2. All of the Grantee's water service facilities, except for necessary risers, connection control boxes and fire hydrants, shall be laid at least three (3) feet below the surface of any street or ground, whether in public places or private places, and shall be located so as not to interfere unnecessarily with the use of any public or private places.

Fire hydrants for use by the Township Fire Department shall be located and installed by the Grantee in accordance with requirements of the governing body of the Township or as shown upon any subdivision map and/or site plan approved by the Township Planning Board.

All work performed by the Grantee in public places shall be in accordance with the provisions of any and all general ordinances of the Township governing the excavation in and repair of public places in the Township. All work performed by the Grantee for the construction, extension, maintenance, repair, replacement or improvement of the Grantee's water service facilities shall be accomplished in a manner that will not unnecessarily damage any of the public places or private places, drains, catchbasins, storm sewers, sanitary sewers, underground cables or other like improvements located in such public or private places. Should any of said public places or private places, or any drain, catchbasin, storm sewer, sanitary sewer,

underground cable or other like improvement located therein be damaged by such work, the Grantee shall promptly repair the damage caused and restore the public place or private place, drain, catchbasin, storm sewer, sanitary sewer, underground cable or other like improvement to as good condition as existed prior to undertaking any work. Any and all repair work shall be subject to approval by the Township Engineer.

In case the Grantee shall refuse or neglect to promptly repair or restore any public place or private place or any drain, catchbasin, storm sewer, sanitary sewer, underground cable or other like improvement in a manner satisfactory to the Township Engineer, the governing body of the Township may, after giving the Grantee fifteen (15) days prior written notice of such refusal or failure to repair or restore, direct that the necessary repair or restoration be accomplished at the expense of the Grantee. Furthermore, the Grantee shall be responsible for all damages sustained by any person or persons by reason of such refusal or failure on the part of the Grantee.

The Grantee shall indemnify and hold the Township free and harmless from any and all damages which the Township may sustain and from any and all claims, demands, actions, causes of action or judgments arising from the construction, extension, maintenance, repair, replacement, improvement and/or operation in public places or private places of any and all of the Grantee's water service facilities or from any cause or thing whatsoever arising out of or by reason of the occupancy or use of

said public places or private places by the Grantee, including any expenses and attorneys' fees incurred by the Township in defending itself against any such claims, demands, actions, causes of action or judgments.

Section 3. The rates to be charged by the Grantee and the rules and regulations governing the furnishing of services to inhabitants of the Franchise Area and the furnishing of fire hydrant service in any public place or private place shall be in accordance with those authorized by and on file with the Board of Regulatory Commissioners of the State of New Jersey or other public authority having jurisdiction during the term of the consent granted by this ordinance.

Section 4. The potable water distributed by the Grantee shall be of such quality as to conform to standards fixed by the Department of Environmental Protection and Energy of the State of New Jersey and/or any other public authority having jurisdiction during the term of the consent granted by this ordinance.

Section 5. The municipal consent and the rights and privileges accorded to the Grantee by this ordinance are granted without any obligation on the part of the Grantee to pay any charge or fee to the Township for the same or for the exercise of such rights and privileges.

Section 6. The consent and all rights and privileges granted by this ordinance shall continue for a term of fifty (50) years from and after the date of the issuance of the

certificate of approval referred to in Section 7 of this ordinance.

Section 7. The Township agrees that the Grantee may secure from the Board of Regulatory Commissioners of the State of New Jersey, or other public authority having jurisdiction, a certificate of approval of the grant of a franchise necessary to construct, maintain and operate the Grantee's water service facilities within the Franchise Area described in Section 1 of this ordinance.

Section 8. Title to all of the Grantee's water service facilities whether located in public places or private places shall be and remain in the Grantee, its successors or assigns.

Section 9. If any section, paragraph, sentence, phrase or other part of this ordinance shall be declared or determined to be invalid or inoperative by any court of competent jurisdiction or by any public authority having jurisdiction, such declaration or determination shall apply only to the specific section, paragraph, sentence or other part of this ordinance directly involved and the remaining provisions of this ordinance shall remain in full force and effect.

Section 10. The Grantee shall have the right at any time to assign the consent granted by this ordinance to any public utility corporation organized under the laws of the State of New Jersey and authorized to own and operate a water system as a public utility within the State of New Jersey.

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TOWNSHIP OF MENDHAM

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Section 11. All provisions of this ordinance which are obligatory upon or which inure to the benefit of the Grantee shall also be obligatory upon and shall inure to the benefit of all successors and assigns of the Grantee.

Section 12. Ordinance 11-88 entitled "AN ORDINANCE OF THE TOWNSHIP OF MENDHAM, IN THE COUNTY OF MORRIS, NEW JERSEY, GRANTING A FRANCHISE, RIGHT, PERMISSION AND AUTHORITY TO WESTAGE AT MENDHAM WATER COMPANY, INC., A NEW JERSEY CORPORATION, ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE AND OPERATE A SYSTEM FOR THE PRODUCTION, TRANSMISSION, DISTRIBUTION AND SALE OF POTABLE WATER WITHIN A CERTAIN AREA IN THE TOWNSHIP" adopted on April 25, 1988 is hereby repealed and rescinded in its entirety.

Section 13. Upon final adoption a certified copy of this ordinance shall be forwarded by the Township Clerk to the Grantee.

Section 14. This ordinance shall take effect upon publication of notice of final adoption as provided by law.

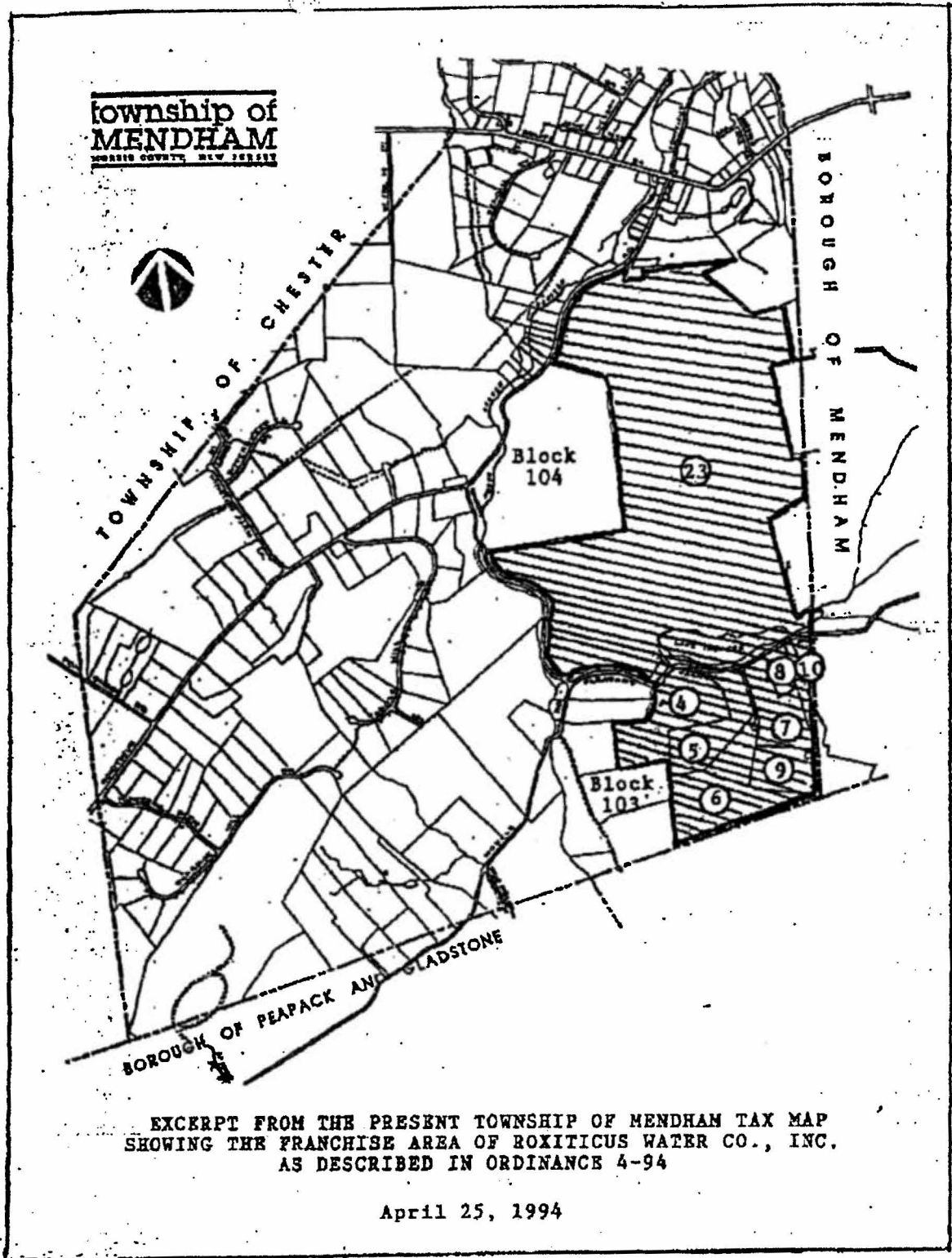
Adopted: May 24, 1994

Attest:

Penny Newell
Penny Newell, Clerk

TOWNSHIP OF MENDHAM, IN THE
COUNTY OF MORRIS

By Brian J. Phelan
Brian J. Phelan, Mayor



EXCERPT FROM THE PRESENT TOWNSHIP OF MENDHAM TAX MAP
SHOWING THE FRANCHISE AREA OF ROXITICUS WATER CO., INC.
AS DESCRIBED IN ORDINANCE 4-94

April 25, 1994