



STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

DONALD BYK,)	ORDER ADOPTING INITIAL
PETITIONER,)	DECISION SETTLEMENT
v.)	
)	
NEW JERSEY AMERICAN WATER COMPANY,)	BPU DOCKET NO. WC08030158U
RESPONDENT.)	OAL DOCKET NO. PUC CC07119-2008N

(SERVICE LIST ATTACHED)

BY THE BOARD:

On March 18, 2008, Donald Byk (Petitioner) filed a petition with the Board disputing bills of New Jersey American Water Company (Respondent) for water services.

After the filing of Respondent's answer, the Board transmitted this matter to the Office of Administrative Law (OAL) on May 29, 2008 for hearing and initial disposition as a contested case pursuant to N.J.S.A. 52:14B-1 et seq. and N.J.S.A. 52:14F-1 et seq. This matter was assigned to Administrative Law Judge (ALJ) Gail M. Cookson.

While this matter was pending at the OAL, the parties engaged in negotiations and entered into and executed a Settlement Agreement (Settlement) dated October 6, 2008 that was submitted to ALJ Cookson. By Initial Decision issued on October 10, 2008, and submitted to the Board on October 15, 2008, ALJ Cookson found that the agreement was voluntary, that its terms fully disposed of all issues in controversy, and that it met the requirements of N.J.A.C. 17:27-19.1. Pursuant to the terms of the Settlement, the parties agreed that: 1) of the \$1,185.64 balance on Petitioner's account located at 51 Carrar Drive, Watchung, New Jersey, the Petitioner will pay \$350.00 to the Respondent in full and final settlement of the account, and 2) of the Petitioner's three accounts located at 11, 13, and 15 Highmount Avenue, Warren, New Jersey (Highmount Avenue Accounts), the Petitioner will pay \$20.00 per quarter per account for water usage, or \$540.00 (\$20.00 x 3 accounts x 9 Qtrs= \$540.00), plus \$814.49 for outstanding facilities charges, totaling \$1,354.49. The Petitioner has already paid \$1,033.49 of the \$1,354.49 amount agreed upon and payment of the difference of \$321.00 will constitute a full and final settlement

of the Highmount Avenue Accounts. In return, Petitioner agreed that the petition in this matter should be dismissed with prejudice.

After review and consideration of the Initial Decision and the Settlement of the parties, the Board HEREBY FINDS that, by the terms of the agreement, the parties have resolved all outstanding contested issues in this matter. Accordingly, the Board HEREBY ADOPTS the Initial Decision and agreement of the parties in their entirety as if fully set out herein.

DATED: 11/7/08

BOARD OF PUBLIC UTILITIES
BY:


JEANNE M. FOX
PRESIDENT


FREDERICK F. BUTLER
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER

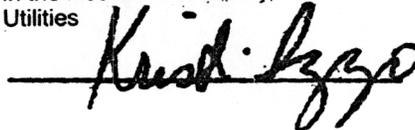

NICHOLAS ASSELTA
COMMISSIONER


ELIZABETH RANDALL
COMMISSIONER

ATTEST:


KRISTI IZZO
SECRETARY

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



DONALD BYK

v.

**NEW JERSEY AMERICAN WATER COMPANY
BPU Docket No. WC08030158U
OAL Docket No. PUCCC 07119-2008N**

SERVICE LIST

Donald Byk
15 Carrar Drive,
Watchung, 07069

Suzana Loncar, Esq.
New Jersey American Water Company
167 J.F. Kennedy Parkway
Short Hills, New Jersey 07078

Robert J. Brabston, Esq.
New Jersey American Water Company
167 J.F. Kennedy Parkway
Short Hills, New Jersey 07078

Eric Hartsfield, Director
Division of Customer Assistance
Board of Public Utilities
Two Gateway Center
Newark, New Jersey 07102

Julie Ford-Williams
Division of Customer Assistance
Board of Public Utilities
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Kerri Kirschbaum, DAG
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07102

CMB
BLESLON
TZP
KIRSCHBAUM, K
~~FORD WILLIAMS~~ (2)



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

RECEIVED
CASE MANAGER
2008 OCT 20 PM 2:12
BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 07119-08

AGENCY DKT. NO. WC08030158U

DONALD BYK,

Petitioner,

v.

NEW JERSEY AMERICAN WATER COMPANY,

Respondent.

Donald Byk, pro se

Suzana Loncar, Esq., for respondent New Jersey American Water Company (New Jersey American Water Corporate Counsel)

Record Closed: October 9, 2008

Decided: October 10, 2008

BEFORE **GAIL M. COOKSON, ALJ:**

On May 29, 2008, this matter was transmitted to the Office of Administrative Law (OAL) for hearing as a contested case pursuant to N.J.S.A. 52:14B-1 to-15 and N.J.S.A. 52:14F-1 to- 13. The matter was scheduled to be heard on October 17, 2008. On July 22, 2008, I convened an in-person settlement conference at which time significant progress toward an amicable resolution was reached. The parties subsequently submitted a fully executed settlement document which is attached hereto and made part hereof. I have reviewed the record and terms of the Settlement Agreement and **FIND:**

- 1 The parties have voluntarily agreed to the settlement as evidenced by the signatures of the parties or their representatives.
2. The settlement fully disposes of all issues in controversy and is consistent with law.

I **CONCLUDE** that the agreement meets the requirements of N.J.A.C. 1:1-19.1 and therefore, it is **ORDERED** that the matter be deemed dismissed with prejudice and that these proceedings be and are hereby concluded.

hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five (45) days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

October 10, 2008
DATE


GAIL M. COOKSON, ALJ

Date Received at Agency:

10-15-08

OCT 15 2008
DATE
pb

Mailed to Parties:

DIRECTOR AND
CHIEF ADMINISTRATIVE LAW JUDGE
OFFICE OF ADMINISTRATIVE LAW

Donald Byk v. New Jersey American Water Company
BPU Docket No. WC08030158U /OAL Docket No. PUCCC 07119-2008N

Settlement Agreement

This Settlement Agreement is made by and between NEW JERSEY-AMERICAN WATER COMPANY, INC. ("NJAWC"), a corporation doing business at 131 Woodcrest Road, Cherry Hill, New Jersey 08034 and Donald Byk, a NJAWC customer ("Customer") residing at 51 Carrar Drive, Watchung, New Jersey 07069, with service being provided at this address (Account #52-0064936-5) ("51 Carrar Drive Account") and with service also being provided to this Customer at the following addresses and NJAWC Account Numbers (NJAWC and Customer are collectively hereinafter sometimes referred to as the "Parties"):

11 Highmount Avenue, Warren NJ	Account# 241445
13 Highmount Avenue, Warren NJ	Account# 241488
15 Highmount Avenue, Warren NJ	Account# 241487

The accounts at the above-referenced properties are collectively referred to herein as the "Highmount Avenue Property accounts". In consideration of the mutual covenants, conditions and terms contained herein, the Parties to this Settlement Agreement agree to be legally bound hereby as follows:

1. The Parties agree that of the \$1,185.64 in dispute for the 51 Carrar Drive account, Customer will pay \$350.00, constituting a full and final settlement of this matter at this address.
2. The Parties further agree that with regard to the Highmount Avenue Property accounts, Customer agrees to pay \$20 per quarter per account for water usage or \$540.00 (\$20 x 3 accts x 9 Qtrs. = \$540.00 for use) plus \$814.49 for outstanding facilities charges, totaling \$1,354.49. Customer has already paid \$1,033.49 of the \$1,354.49 amount agreed upon and payment of the difference of \$320.01 will constitute a full and final settlement of this matter regarding the Highmount Avenue Property accounts.
3. Customer agrees to dismiss his complaint filed against NJAWC under BPU Docket No. WC08030158U /OAL Docket No. PUCCC 07119-2008N with prejudice and will provide written notification to NJAWC and the Honorable Gail Cookson, ALJ, that he has done so.
4. This Settlement Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey. In the event that any provision of this Settlement Agreement is deemed unenforceable, those portions not deemed unenforceable shall remain in full force and effect.
5. Any modification of this Settlement Agreement, or additional obligation(s) assumed by either party in connection with this Settlement Agreement, shall be binding only if evidenced in writing and signed by each party.

IN WITNESS WHEREOF; the Parties understand and agree to the terms of this Settlement Agreement and have duly executed this Settlement Agreement on this 6th day of October 2008. The parties acknowledge that this Settlement Agreement is entered into voluntarily and that no representation or inducement has been offered or made, except as contained herein. Customer further acknowledges that he has fully reviewed this Settlement and understands its contents.

WITNESS

Margaret By

CUSTOMER:

By: Donald J Byk
Donald Byk

WITNESS:

Donna L. Carney

New Jersey-American Water Company, Inc

By: Suzana Loncar
Suzana Loncar



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW
33 Washington Street
Newark, NJ 07102
(973) 648-6008

BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

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RECEIVED
CASE MANAGER

**A copy of the administrative law
judge's decision is enclosed.**

This decision was mailed to the parties

on OCT 15 2008



RECEIVED
CASE MANAGEMENT
2008 OCT 20 PM 2:12
BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

Suzana Loncar
Corporate Counsel
167 J.F. Kennedy Parkway
Short Hills, NJ 07078
Suzana.Loncar@amwater.com

P 973.564.5755
F 973.564.5708

October 7, 2008

Via Regular Mail

Hon. Gail Cookson, ALJ
Office of Administrative Law
33 Washington Street
Newark, New Jersey 07102

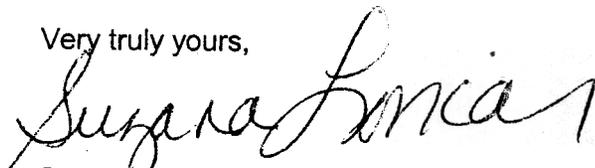
Re: **Donald Byk v. New Jersey American Water Company**
BPU Docket No. WC08030158U
OAL Docket No. PUCCC 07119-2008N

Dear Judge Cookson:

Enclosed is a fully executed Settlement Agreement between Petitioner, Donald Byk, and New Jersey-American Water Company, Inc., collectively, the "Parties", outlining the terms agreed to at the pre-hearing conference before Your Honor on July 22 and in : between the Parties.

The Parties respectfully :
issues in controversy in the above-captioned
17, 2008 plenary hearing.

Very truly yours,



Suzana Loncar

SL:dlc

Enc.

c: Donald Byk (via regular mail)
Kerri Kirschbaum, DAG (via e-mail)
Eric Hartsfield, Director, Customer Assistance (via e-mail)
Julie Ford-Williams, Bureau Chief, Bureau of Customer Relations, BPU