



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

CUSTOMER ASSISTANCE

IN THE MATTER OF THE PETITION OF) ORDER ADOPTING INITIAL DECISION
SEAVIEW WATER COMPANY TO IMPOSE) SETTLEMENT IN PART AND
CONDITIONS ON RESTORATION OF SERVICE) MODIFYING INITIAL DECISION IN PART
OF RICHARD A. FANUCCI)
) BPU DOCKET NO. WC07120930U
) OAL DOCKET NO. PUC 966-08

BY THE BOARD¹:

On December 5, 2007, Seaview Water Company ("Petitioner") filed a petition with the Board seeking to impose conditions on the restoration of service to Richard A. Fanucci ("Respondent").

After the filing of Respondent's Answer and Petitioner's Response to Respondent's Answer, the Board transmitted this matter to the Office of Administrative Law ("OAL") on February 20, 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) W. Todd Miller.

While this matter was pending at the OAL, the parties agreed verbally on the record to a settlement on June 26, 2008, with ALJ Miller in attendance. The transcript of the settlement is attached hereto and fully incorporated herein. The attorney for the Petitioner submitted a written settlement agreement to the Respondent on several occasions but the Respondent failed to return the written settlement agreement. ALJ Miller stated in his Initial Decision Settlement that "... a colloquy of the settlement placed on the record on June 26, 2008 provides that the transcript will substitute in lieu of a written settlement agreement in the event the written settlement agreement is not executed. (See transcript, page 17, lines 14-15.) An oral settlement placed on the record under oath is enforceable and constitutes a binding agreement. Pascarella v. Bruck, 190 N.J. Super. 118 (App. Div. 1983, certif. denied 94 N.J. 600 (1983) Bristricer v. Bristricer, 231 N.J. Super. 143 (Ch. Div. 1987)." See Initial Decision at 2.

¹Due to a potential conflict of interest, Commissioner Nicholas Asselta recused himself and therefore did not participate in the deliberations or vote in this matter.

By Initial Decision issued on September 10, 2008, and submitted to the Board on September 23, 2008, ALJ Miller found that the agreement was voluntary, that its terms fully disposed of all issues in controversy pertaining to the restoration of residential water service and the past due bill, and that it met the requirements of N.J.A.C. 1:1-19.1.

According to the terms of the settlement, the parties agreed that, of the \$15,000.00 in dispute, \$11,000.00 will be paid by the Respondent at a rate of \$750.00 a month starting July 1, 2008 and that payment that is more than thirty days past due shall result in an automatic default.

The settlement also provides for Respondent to pay a 5% late fee on any installment not paid within the ten day grace period and an automatic default with the full amount due after thirty days.

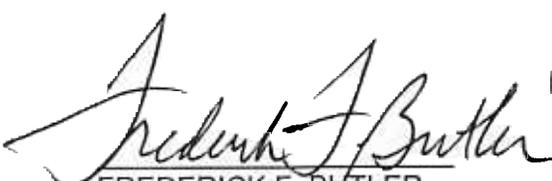
N.J.A.C. 14:3-7.1(e) provides that a utility shall not assess a late payment charge on a residential customer. Therefore, the 5% late fee on installments not paid within the twenty day grace period is not a valid settlement term.

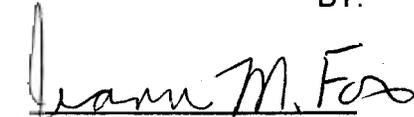
After a review and consideration of the Initial Decision and the agreement of the parties, the Board HEREBY FINDS that the settlement term regarding late fees must be removed from the settlement agreement. The Board further HEREBY FINDS that, by the remaining terms of the agreement, the parties have resolved all outstanding contested issues in this matter.

Accordingly, the Board HEREBY ADOPTS the Initial Decision in part regarding the monthly payment of the outstanding bills starting July 1, 2008 and the automatic default provision, and modifies in part the settlement agreement of the parties to remove the provision regarding late fees. Because the Board is modifying the terms of the settlement agreement of the parties, the Board will consider any objections to the Board's Final Decision regarding the removal of the late fees that are submitted within fifteen days of the Board's Final Decision.

DATED: 12/18/08

BOARD OF PUBLIC UTILITIES
BY:

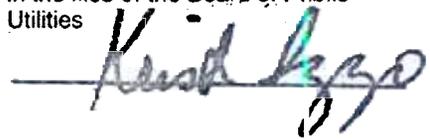

FREDERICK F. BUTLER
COMMISSIONER


JEANNE M. FOX
PRESIDENT


JOSEPH L. FIORDALISO
COMMISSIONER


ELIZABETH RANDALL
COMMISSIONER

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



ATTEST: 
KRISTI IZZO
SECRETARY

**I/M/O THE PETITION OF SEAVIEW
WATER COMPANY TO IMPOSE CONDITIONS ON
RESTORATION OF SERVICE TO RICHARD A. FANUCCI**

SERVICE LIST

Richard A. Fanucci
1420 South Lincoln Avenue
Vineland, NJ 08362

Thomas J. DePilla, Jr. Esquire for Seaview Water
101 West Main Street
Moorstown, NJ 08057

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
Two Gateway Center
Newark, New Jersey 07102

Kerri Kirschbaum, DAG
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07102

CMS
BESLOW
RPA
MILLER, C
CAMPBELL, J
FOR WILLIAMS



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

RECEIVED
CASE MANAGEMENT
2008 SEP 23 AM 11:35
BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 966-08

AGENCY DKT. NO. WC070120930U

**I/M/O THE PETITION OF SEAVIEW
WATER COMPANY TO IMPOSE
CONDITIONS ON RESTORATION OF
SERVICE TO RICHARD A. FANUCCI.**

Thomas J. DiPilla, Esq., for petitioner

Richard A. Fanucci, respondent, pro se

Record Closed: September 8, 2008

Decided: September 10, 2008

BEFORE W. TODD MILLER, ALJ

This matter was transmitted to the Office of Administrative Law on March 4, 2008, for determination 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 parties have verbally agreed to a settlement, a transcript of which is attached and fully incorporated herein.

have reviewed the record and the terms of settlement and **FIND:**

- 1 The parties have voluntarily agreed to the settlement as evidenced by their testimony or representatives' statements placed on the record on June 26, 2008.
- 2 The settlement fully disposed of all issues in controversy and is consistent with the law.

Subsequent to June 26, 2008, the date the settlement was placed on the record, Seaview Water Company submitted a written settlement agreement for respondent, Richard A. Fanucci, to execute. According to counsel for Seaview Water Company, the settlement agreement was submitted on June 27, 2008, and July 8, 2008. Follow-up voice mails were left with Mr. Fanucci seeking a return of the signed settlement document. Mr. Fanucci failed to return the executed settlement document. Notwithstanding his failures, a colloquy of the settlement placed on the record on June 26, 2008, provides that the transcript will substitute in lieu of a written settlement agreement in the event the written settlement agreement is not executed. (See transcript, page 17, line 14-15.) An oral settlement placed on the record under oath is enforceable and constitutes a binding agreement. Pascarella v. Bruck, 190 N.J. Super. 118, 126 (App. Div. 1983), certif. denied 94 N.J. 600 (1983); Bristicer v. Bristicer, 231 N.J. Super. 143 (Ch. Div. 1987).

I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-13.1 and that the settlement should be approved. I approve the settlement and therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be 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 days and unless such time limit is otherwise extended, this

OAL DKT. NO. PUC 966-08

recommended decision shall become a final decision in accordance with N.J.S.A.
52:14B-10.

9-10-08
DATE

W. Todd Miller
W. TODD MILLER, ALJ

Date Received at Agency: 9/25/08

Floyd O'Connell

Mailed to Parties:

SEP 16 2008
DATE

[Signature]
OFFICE OF ADMINISTRATIVE LAW

/sd

OAL DKT. NO. PUC 966-08

DOCUMENTS RELIED UPON

Transcript of June 26, 2008

Letter of Thomas J. DiPilla, Jr., Esquire, June 27, 2008

Letter Motion of Thomas J. DiPilla, Jr., Esquire (with attachments), August 27, 2008

Court's letter, August 27, 2008



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW
9 Quakerbridge Plaza
P.O. Box 049
Trenton, New Jersey 08625-0049
(609) 588-6584

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

This decision was mailed to the
parties on SEP 18 2008

RECEIVED
CASE MANAGEMENT
2008 SEP 23 AM 11:35
BOARD OF PUBLIC UTILITIES
NEWARK, N.J.



State of New Jersey
 OFFICE OF ADMINISTRATIVE LAW
 9 Quakerbridge Plaza
 PO Box 049
 Trenton, New Jersey 08625-0049
 (609) 588-6600

Laura Sanders, Director
 and
 Chief Administrative Law Judge

SOUTH

Date 9/19/08

Board of Public Utilities
 2 Gateway Center
 Newark, NJ 07102

Re: TRANSMITTAL OF FILES PUC

We are hereby forwarding to you our complete file jacket(s) for the matter(s) listed. Kindly sign to acknowledge receipt of the specified file jacket(s), keeping a copy for yourself and returning the original to our messenger.

Should a listed jacket not be included in this batch, please note this on the transmittal sheet or call Ms. Kathy Knapp (609) 588-6545.

RECEIVED
 SE MANAGEMENT
 2008 SEP 23 AM 11:35
 BOARD OF PUBLIC UTILITIES
 NEWARK, N.J. 08

9/23/08
 DATE

[Signature]
 AGENCY RECEIPT

IN THE MATTER OF
SEAVIEW WATER COMPANY

TRANSCRIPT
OF
RECORDED PROCEEDINGS

A II

June 26, 2008

BEFORE:

THE HONORABLE W. TODD MILLER, A.L.J.

APPEARANCES:

By: THOMAS J. DI PILLA, ESQ.
Attorney(s) for Seaview Water Co.

AUG 27 2008

CRT SUPPORT CORPORATION
Transcriber: Nicole Knochel

WITNESS

DIRECT

CROSS

REDIRECT

RECROSS

{ALL COLLOQUY

EXHIBITS

3

<u>NO.</u>	<u>DESCRIPTION</u>	<u>I.D.</u>	<u>EVID.</u>
P-1	January 4, 2008 Letter	6	

2 THE COURT: Good morning. We're on the record
3 and my name is Todd Miller, I'm the Administrative Law
4 Judge assigned to hear the matter this morning. Today
5 is June 26, 2008, a Thursday. We're sitting in
6 Atlantic City. The matter before me is PC 966-08,
7 entitled In the Matter of Seaview Water Company. It's
8 scheduled for a Settlement Conference, not a Hearing.
9 But, Mr. Fanucci -- well, enter your appearance first.

10 MR. DIPILLA: Thomas DiPilla, I'm an Attorney
11 at Law in the State of New Jersey with offices in
12 Morristown, and I'm representing Seaview Water Company,
13 the Petitioner.

14 THE COURT: Again, this is noted as a
15 Settlement Conference for today. He's not here, and I
16 could default him to say he's not here, failure to
17 appear, and dismiss this case, but he's the Respondent,
18 so that wouldn't serve very much in this case. I don't
19 know why he's not here. I did make an effort to call
20 his house -- the number he gave us, and contact him to
21 why he's not here, and nobody responded. I left a
22 voicemail to indicate he should call here immediately.
23 Technically, it's not a trial day, but there should be
24 some consequences when somebody doesn't show up for a
25 hearing.

Ordinarily, I could if you're the Petitioner,

1 your case gets dismissed. So what I intend to do is I
2 guess allow you to offer some documents that you would
3 offer at the time of hearing. I'll set up a hearing
4 date and you can return that day with some other
5 documents that you don't have, I guess. And at that
6 point in time if he doesn't show up -- I'll make the
7 hearing date in short order, I'm not going to make it
8 months away.

9 MR. DIPILLA: You have a date already set
10 aside in September.

11 THE COURT: Well, that's what it would be
12 then, September 10th I guess, which isn't too far away.

13 MR. DIPILLA: September 10th is the date.

14 THE COURT: I hate to have to make you come
15 back. As I sit here I'm trying to think if there is
16 anything else I can do. What you intended to offer
17 today, in terms of settlement, and I don't want to get
18 into settlement negotiations on the record per say, but
19 what you had here is the inspection by the BPU that
20 shows that the meter in question -- again, this case
21 involves collection on an unpaid water meter account.
22 Mr. Fanucci owes about \$15,000 according to Seaview
23 Water. I don't have jurisdiction to determine and
24 issue judgments for collection. My jurisdiction is
25 limited to what falls under the tariff, and the BPU,

1 and whether or not there is any violation of the
2 billing practices, if there is a defective meter, what
3 the consequences would be from a customer service
4 tariff issue. So I would hear issues in this case
5 involving a tariff. What you've given me I've marked
6 as P-1, just for discussion right now, the testing of a
7 meter to show that the meter is functioning properly.
8 This is supervised by the BPU staff. That's a letter
9 of January 4, 2008, and it's signed by Douglas Zemba
10 (phonetic).

11 (P-1 Marked For
12 Identification)

13 THE COURT: You've given me the billing that
14 you provided to him. It shows he owes approximately
15 \$9,000.00, plus or minus. You've given me a bill for
16 the water meter test that was conducted, or at least
17 overseen by the BPU. You gave me a disconnect invoice,
18 when he was disconnected for nonpayment, and you gave
19 me a re-connection, I guess he was re-connected somehow
20 in connection with the sale of the company.

21 Parenthetically, by the way, it was to a group
22 that involves my brother, but they have no legal or
23 equitable interest in the outcome of this proceeding,
24 it's strictly an asset sale. So, I don't think I have
25 any conflict, and I have disclosed that in the past.

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Anyway, so you gave me the disconnect invoice, and the re-connect invoice, which essentially comprised the controversy in this case, and it will be a substantial portion of proofs that you would offer. The only other thing I would want to see is the tariff. I don't know what else I can do today. I guess what I can do is enter an Order barring any of his defenses.

MR. DIPILLA: I might add that he didn't participate in our telephone conference.

THE COURT: He did not.

MR. DIPILLA: May 5th

THE COURT: I'm sorry to interrupt you, but you're correct. A pre-hearing conference, a telephone pre-hearing conference was scheduled for May 5, 2008. He made himself -- he was not available on that date either. I issued a pre-hearing order ex parte. I think I did put the settlement -- in Paragraph 4, I put "An in person Settlement Conference to be scheduled here today, as indicated earlier." It's also in the cover letter of May 7th Again, he's not here. Let me ask you, Mr. DiPilla, do you have any other application or motion as a result of this non appearance?

MR. DIPILLA: No, but Your Honor, I would ask that you strike any possible defenses that he has to the relief that we had requested. I might just further

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add that it was not simply -- it may now be just a collection case, but originally the petition arose out of the Respondent, Mr. Fanucci, tampering with the water company's facilities. We were directed by the BPU to file a petition that would impose conditions on Mr. Fanucci's restoration to service. That's what was pending when the asset sale was completed. We had followed the procedures to disconnect Mr. Fanucci from service, and then the actual asset sale took place before this Petition was resolved. So, we were seeking to have conditions imposed, and there's a provision in the Administrative Code where he could make an application to be re-connected, but he would have to bring his account current. He would have to make either payment arrangements for installment payments. He would have to further make promises that he would no longer interfere with meter readings, or tamper with company facilities; also, to bring his account current, because he had been repeatedly in arrears in the two years that he was the owner of the property. So, that was the entirety of the Petition.

THE COURT: At that time there was more administrative jurisdiction involved in this case, so I see where you're headed. But again, my jurisdiction remains limited. Some of those issues have been

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resolved, or rendered moot because of the sale of the
assets. But to the extent that you need to exhaust
your administrative remedies, and proceed in a
collection mode in the Superior Court, I'll keep the
case on, unless you tell me otherwise. I'll keep it on
for September 10th I will consider the documents that
you gave me at that time, and again, I will enter an
Order striking any of his defenses for his failure to
appear. He has 24 hours to contact us and give a good
cause reason why he wasn't here today.

Again, the record should reflect that I
already called him and informed him of that. But if he
doesn't give a good cause reason why he didn't appear,
I will enter an order striking his defense and we will
proceed in September. I will consider the documents
that I pre-marked at this point in time, P-1 through P-
5, and P-6 will be the tariff. So bring the tariff in.

MR. DIPILLA: Yes, Your Honor.

THE COURT: And anything else you want me to
consider. As I look at these documents, one of them, I
believe the \$3,000.00 invoice, which I marked as P-5,
is an estimate. I'd like to see what the actual
payment was. To the extent I have jurisdiction, or I'm
required to rule on your procedural compliance with the
tariff and billing and all that kind of stuff, I will

review that, because that all falls under the tariff. To the extent that that is validated before May, I'll enter an order to that effect, and that helps you in your collection of your monies outstanding in Superior Court. If you bring a collection action, it's up to that Judge at that point in time.

MR. DIPILLA: One other point, Your Honor, I would like to add. Mr. Fanucci in his response, he had asked for relief himself, and I would like to have the relief that he's requested also stricken, or denied.

THE COURT: The claim is dismissed.

MR. DIPILLA: Because in there he also alleges that we did not comply with the tariff. We did not provide him with the proper notices of discontinuance.

THE COURT: Which are all things that would be part of this case as of the jurisdiction I have. I'm going to bar his defenses and his claims. I'm looking for that document, is it in a letter?

MR. DIPILLA: He has filed a response to petition, and it was transmitted to the BPU and myself on January 20th. It is in length seven pages, and he has exhibits --

THE COURT: I'm confusing that with yours. I do see it.

MR. DIPILLA: So it's a seven page response,

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and Exhibits A through P.

THE COURT: And the relief is A through --

MR. DIPILLA: It's on page six, and continuing onto page seven.

THE COURT: Let me just re-read that for a second. "Deny of petition. Continued service. Change the water meter from 5/8 as requested. Water to compensate him for delay to interrupt service. Deeming your actions unreasonable and unwarranted. Asking the staff of the office," okay, those will all be dismissed if he does not give a good cause response for today.

MR. DIPILLA: Thank you, Your Honor.

THE COURT: Let the record reflect it's about 10:25 at this time. This case was scheduled, at least the Settlement Conference was scheduled for 9:30. We've waited now 55 minutes, including our dialog on the record. He has not appeared, and he did not respond when I called his house, which I'm not required to, I did that as a courtesy. At this point in time we're going to adjourn. I'll see you in September, and again I'll get a Letter Order out baring -- defending what we did today on the record. Okay?

MR. DIPILLA: Thank you so much, Your Honor.

THE COURT: Anything else that we need to cover before we adjourn?

MR. DIPILLA: That is all.

THE COURT: Okay, thank you.

MR. DIPILLA: Thank you

(BRIEF RECESS)

THE COURT: We're back on the record in the matter entitled Seaview Water Company, it's Docket Number PUC 966-08. We had a discussion earlier about all kinds of consequences and defaults, and all that kind of stuff, because Mr. Fanucci wasn't available. I did place a phone call to his house, and he called back, which I really appreciate, because I think we have a resolution in this case, which was the ultimate goal of having this Settlement Conference.

Mr. Fanucci, just state your name for the record, because you're appearing by telephone.

MR. FANUCCI: Richard A. Fanucci, Jr.

THE COURT: You're not driving, are you?

MR. FANUCCI: Yes, I am.

THE COURT: I assume you can pull over if you need to?

MR. FANUCCI: Yes, sir.

THE COURT: Why don't you do that, that way there's no problem here. First of all, I indicate that Mr. Fanucci was absent this morning. Any of the motions that were granted I'm going to reverse that and

not grant those motions because he gave me good cause reason, at least at this point in time, for not appearing today. You indicated you were in the hospital. I won't get into the details on the record, but I'm assuming in good faith that you were, and that would be a good cause reason for not appearing this morning. Therefore, all the motions that were granted earlier are not reversed, and essentially a moot issue.

Secondly, I introduced myself and Mr. Fanucci and Mr. Dipilla who is here, and I encouraged them to talk settlement over the telephone and in person before me. They did, and they have reached a settlement. Originally there was about \$15,000.00 due and owing. That's been compromised, from what I understand, down to \$11,000.00. Is that correct?

MR. FANUCCI: Yeah.

MR. DIPILLA: That is correct.

THE COURT: Okay. That's going to be payable at a rate of \$750.00 a month, starting July 1st Is that correct Mr. DiPilla?

MR. DIPILLA: Yes, that is correct.

THE COURT: Mr. Fanucci?

MR. FANUCCI: Yes.

THE COURT: There will be -- just like any other loan or payment schedule, there will be a grace

period of ten days, and if the tenth day falls on a weekend, it will jump to that Monday. It's due July 1st for instance, or August 1st, and then ten days thereafter is a grace period. If it's not received on the tenth day, and again if the tenth day is a Saturday or Sunday, it will be that Monday, so if it's not received on the tenth day, that Monday, by the close of business which is normally 5:00, then a 5% late fee of that installment, not the full amount, but of that installment, will be due and owing with the payment. If it goes 30 days, it will be a default, and then the full amount will be due and owing. The balance.

MR. DIPILLA: Commencing July 1st

THE COURT: Is that your understanding of the settlement, both sides Mr. Dipilla?

MR. DIPILLA: Yes.

THE COURT: Mr. Fanucci?

MR. FANUCCI: Yes, Your Honor.

THE COURT: All right.

MR. FANUCCI: Where are the payments getting mailed to?

THE COURT: Where do you want the payments to?

MR. DIPILLA: You still have the Seaview Water Company address. You can go to Stephano (phonetic) Brothers, 905 Sheva Lane. That's probably where you

were billed.

THE COURT: You're going to send a Settlement Agreement confirming what took place today, and put in there where the payments are to go to.

MR. DIPILLA: Okay. Where do you want that to go to? Do you want that to go to 20 Seaview?

MR. FANUCCI: No, Your Honor, I don't get mail there. It's 1420 South Lincoln Avenue.

MR. DIPILLA: Okay, you mean the Vineland address?

MR. FANUCCI: Yes.

MR. DIPILLA: Okay, I'll send it there.

THE COURT: That's the essence of the settlement. Mr Fanucci, I'm just going to ask you to be sworn in.

R I C H A R D F A N U C C I, RESPONDENT'S WITNESS,
SWORN.

THE COURT: You confirm everything we just put on the record?

MR. FANUCCI: Yes I do, Your Honor.

THE COURT: You understand that this resolves all matters and controversy in this case?

MR. FANUCCI: Yes, Your Honor.

THE COURT: You're doing this freely and voluntarily?

MR. FANUCCI: Yes, Your Honor.

THE COURT: In all fairness, you just got out of the hospital. Are you in good enough health? You're not under the influence of any medication? You're not under any stress or strain that's forcing you, or essentially causing you to do this in an involuntary manner?

MR. FANUCCI: No, Your Honor.

THE COURT: You're sure about that?

MR. FANUCCI: Yes, Your Honor.

THE COURT: Do you want to talk to counsel about this before you resolve this matter?

MR. FANUCCI: No, Your Honor, I'm okay with it.

THE COURT: You're a businessman, correct?

MR. FANUCCI: Yes, Your Honor.

THE COURT: You're sophisticated in dealing with business transactions and contracts and things of that nature?

MR. FANUCCI: Yes, Your Honor.

THE COURT: That notwithstanding, that doesn't mean you're not entitled to consult with your lawyer, though.

MR. FANUCCI: I understand, Your Honor.

THE COURT: Again, you're not under the

influence of any medication that would alter your judgment today, are you?

MR. FANUCCI: No, Your Honor.

THE COURT: Do you have any questions of me or Mr. Dipilla?

MR. FANUCCI: No, Your Honor.

THE COURT: Mr. Dipilla's going to conform this settlement into a written document. When you get that document are you going to execute that document?

MR. FANUCCI: Yes, Your Honor, I will execute it and return it to him.

THE COURT: Actually, I will, you'll send it to me to be signed, and then I'll -- I'd be settlement approving it. Even if this document is not executed, ultimately this transcript will be the settlement then.

MR. FANUCCI: Yes, Your Honor.

THE COURT: I'd like to have the executed document, because --

MR. DIPILLA: He will still commence the payment on July 1st, notwithstanding.

THE COURT: Yes, the payment will start July 1st even if it's not signed at that point in time. This is the settlement. The written portion is just confirming this settlement, but in lieu of that the transcript will become the settlement. Everybody

UNDERSTAND THAT

MR. FANUCCI: Yes, Your Honor.

MR. DIPILLA: Yes, Your Honor.

THE COURT: Do you have any questions of me or Mr. Dipilla?

MR. FANUCCI: No, Your Honor.

THE COURT: No questions? Mr. Dipilla, you're an Officer of the Court, I don't have to swear you in, but what basis do you have authority to enter into this settlement?

MR. DIPILLA: I am the Attorney of Record for Seaview Water Company, the Petitioner in this matter.

THE COURT: Who is that? Behind that company, who is that?

MR. DIPILLA: It is Daniel Stephano, he is the principle, and he's the Chief Executive Officer. I have conferred with him, and so he's aware of the terms of this settlement, and he participated in that process.

THE COURT: You confirmed with him today by cell phone, correct?

MR. DIPILLA: Yes, I did, Your Honor.

THE COURT: He's giving you authority to enter into this settlement, correct?

MR. DIPILLA: Yes, he did.

THE COURT: As counsel for the company, or the remaining shell of a company, you're authorized to enter into this settlement as indicated?

MR. DIPILLA: Yes, Your Honor. We're still an existing corporation.

THE COURT: Do you have any questions of me or Mr. Fanucci?

MR. DIPILLA: No, Your Honor

THE COURT: All right. Again, I want to thank both sides for showing up. We kind of did this with a shoe horn here. But I do appreciate, Mr. Fanucci -- I do appreciate you calling back to resolve this. I don't know your situation all that well. I only know from what I read in the papers. But I think it will put this case to rest, and it's done in a less than painful way, I guess. I appreciate the compromise that the Water Company made on its behalf, and just resolving this matter. Again, I couldn't do it without you, so I appreciate everybody's cooperation and indulgence to get this resolved. I hope you're well. I hope you get better. And I hope I don't see anybody back here. I hope it's more on the street if I see you, in a better setting

MR. DIPILLA: Thank you so much, Your Honor

MR. FANUCCI: All right, Your Honor, thank you

so much

MR. DIPILLA: Richard, I'll send you a letter.

MR. FANUCCI: All right, thank you.

THE COURT: We're adjourned.

{Whereupon, the proceedings were adjourned.

* * * * *

A/D/T CERTIFICATION

I, Carla Nale, AD/T #520, certified transcriber, do hereby affirm that the foregoing is a true and accurate proofread transcript in the matter of Seaview Water Company, bearing Docket No. PUC 966-08, heard on June 26, 2008 before the Office of Administrative Law Court.

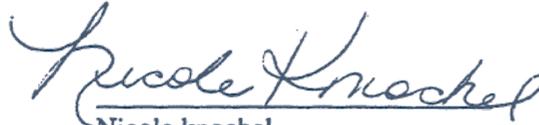
A handwritten signature in cursive script, appearing to read 'Carla Nale', is written over a horizontal line.

Carla Nale

STATE OF NEW JERSEY)

COUNTY OF ATLANTIC

I, Nicole Knochel, assigned transcriber, do hereby affirm that the foregoing is a true and accurate transcript of the proceedings in the matter of Seaview Water Company bearing Docket No. PUC 966-08, heard on June 26, 2008 before the Office of Administrative Law Court.


Nicole Knochel