



**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
**Two Gateway Center, Suite 801**  
**Newark, NJ 07102**  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

CUSTOMER ASSISTANCE

SHOSHANA AND YECHEL LEVOVITZ, Petitioners	)	ORDER ADOPTING INITIAL
	)	DECISION SETTLEMENT
	)	
V	)	
	)	
NEW JERSEY AMERICAN WATER COMPANY, Respondent	)	BPU Docket No. WC10040282U
	)	OAL Docket No. PUC9899-10

Shoshana and Yechel Levovitz, Lakewood, New Jersey, appearing *pro se*  
Jason S. Mersky, Esq., Vorhees, New Jersey, on behalf of Respondent, New Jersey American  
Water Company

BY THE BOARD:

On April 20, 2010, Shoshana and Yechel Levovitz (“Petitioners”) filed a petition with the Board of Public Utilities (“Board”) requesting a formal hearing related to a billing dispute with New Jersey American Water Company (“Respondent”) for utility services rendered by Respondent.

After the filing of Respondent’s answer, the Board transmitted this matter to the Office of Administrative Law (“OAL”) 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”) John F. Russo, Jr..

While this matter was pending at the OAL, the parties engaged in negotiations and entered into and signed a Settlement Agreement (“Agreement”) on March 1, 2011, that was submitted to the ALJ. By Initial Decision issued on March 8, 2011, to which the Agreement was attached and made part thereof, ALJ Russo found that the Agreement was voluntary, that its terms fully disposed of all issues in controversy and that it satisfied the requirements of N.J.A.C. 1:1-19.1. Pursuant to the terms of the Agreement, Respondent has agreed to credit Petitioners’ account in the amount of \$1,208.09 which represents half of the amount owed on the account as of February 11, 2011. In addition, Respondent agreed to further credit the account in the amount of \$27.07 which represents H2O Help to Others payments due to the Petitioners.

In return, Petitioners have agreed to pay the balance of \$1,181.02 in 59 equal monthly installments of \$20.00 with the 60<sup>th</sup> payment to be in the amount of \$1.02. These Payment Plan Payments shall be in addition to monthly bills for service and will not appear separately on Petitioners’ bills. Petitioners have also agreed to dismiss their complaint with prejudice.

After review of the record and the Settlement Agreement of the parties, the Board HEREBY FINDS that the parties have voluntarily agreed to the settlement as evidenced by their signatures and that by the terms of the Settlement Agreement, have fully resolved all outstanding contested issues in this matter.

Accordingly, the Board HEREBY ADOPTS the Initial Decision and the Settlement Agreement executed by the parties in their entirety as if fully set forth herein.

DATED: 4/27/11

BOARD OF PUBLIC UTILITIES  
BY:

  
\_\_\_\_\_  
LEE A. SOLOMON  
PRESIDENT

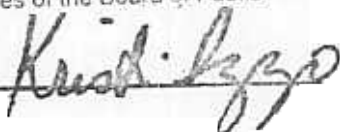
  
\_\_\_\_\_  
JEANNE M. FOX  
COMMISSIONER

  
\_\_\_\_\_  
JOSEPH L. FIORDALISO  
COMMISSIONER

  
\_\_\_\_\_  
NICHOLAS ASSELTA  
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

  
\_\_\_\_\_  
KRISTI IZZO

SHOSHANA AND YECHEL LEVOVITZ

V.

NEW JERSEY AMERICAN WATER COMPANY

BPU DOCKET NO. WC10040282U

OAL DOCKET NO. PUC9899-10

SERVICE LIST

Shoshana and Yechel Levovitz  
38 Hillside Boulevard  
Union City, New Jersey 08701

Jordan S. Mersky, Esq.  
New Jersey American Water Company  
1025 Laurel Oak Road  
Vorhees, New Jersey 08043

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

Anne Shatto, DAG  
Division of Law  
124 Halsey Street  
P.O. Box 45029  
Newark, New Jersey 07101



**State of New Jersey**  
OFFICE OF ADMINISTRATIVE LAW

**INITIAL DECISION**

**SETTLEMENT**

OAL DKT. NO. PUC 9899-10

AGENCY DKT. NO. WC10040282U

**SHOSHANA AND YECHEL LEVOVITZ,**

Petitioners,

v.

**NEW JERSEY AMERICAN WATER  
COMPANY,**

Respondent.

---

**Shoshana and Yechel Levovitz, petitioners, pro se**

**Jordan S. Mersky, Deputy General Counsel, Esq., for respondent**

Record Closed: March 3, 2011

Decided: March 8, 2011

**BEFORE JOHN F. RUSSO, JR., ALJ:**

Petitioners appeals a billing dispute with respondent pertaining to four years of back charges for utility services which respondent charged to their account. This matter was transmitted to the Office of Administrative Law (OAL) on September 14, 2010, 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. Several telephone conference calls were scheduled but adjourned for good cause. Prior to the conference call on March 7, 2011, the parties voluntarily

agreed to resolve all disputed matters and have entered into a settlement as set forth in the attached document.

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

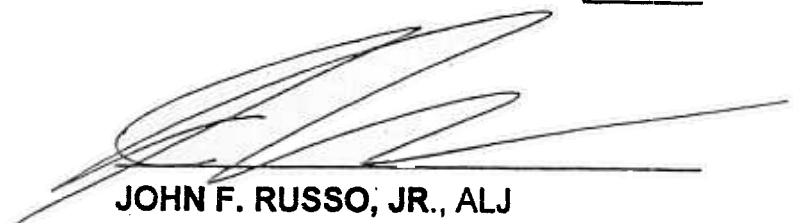
1. The parties have voluntarily agreed to the settlement as evidenced by their agreement or their representatives' agreement as set forth above.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 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 recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

March 8, 2011  
DATE

  
\_\_\_\_\_  
**JOHN F. RUSSO, JR., ALJ**

Date Received at Agency: \_\_\_\_\_

Date Mailed to Parties: \_\_\_\_\_

**Shoshana & Yechiel Levovitz v. New Jersey American Water Company**

OAL Docket No. PUC 09899-2010 S

BPU Docket No. WC 10040282U

RECEIVED  
2011 MAR -3 P 2:52

Settlement Agreement

STATE OF NEW JERSEY  
OFFICE OF ADMIN LAW

This Settlement Agreement is made by and between **NEW JERSEY-AMERICAN WATER COMPANY, INC. ("NJAW")**, a corporation doing business at 1025 Laurel Oak Road, Voorhees, New Jersey 08043 and **Shoshana & Yechiel Levovitz, NJAW customers, ("Customers")** having NJAW Account Number 18-1500000 for service to 38 Hillside Boulevard, Lakewood, NJ 08701 ("Account") (NJAW and Customers are collectively hereinafter sometimes referred to as the "Parties"). 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. In full and final settlement of the matter referenced above, the Parties agree that NJAW will (a) credit the Account of the Customer the amount of \$1,208.09, which figure represents half of the amount owed on the Account as of February 11, 2011; and (b) further credit the Customers' the amount of \$27.07, such amount representing H2O Help to Others payments due to the Customers.
2. In addition, Customers will pay the balance of \$1,181.02 in 59 equal monthly installments of \$20, with the 60<sup>th</sup> payment in the amount of 1.02 ("Payment Plan Payments"). The Payment Plan Payments will be in addition to the monthly bill for usage and will not appear separately on the bill to customer.
3. Customer agrees to dismiss his complaint filed against NJAW under  
BPU Docket No. WC 10040282U  
OAL Docket No. PUC 09899-2010 S with prejudice.
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 1 day of March, 2011. 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.

NEW JERSEY AMERICAN WATER:

By:  \_\_\_\_\_

DATE: 3-7-11

SHOSHANA LEVOVITZ:

 \_\_\_\_\_

DATE: 3/1/2011

YECHIEL LEVOVITZ

 \_\_\_\_\_

DATE: 3/1/2011