



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

Customer Assistance

IN THE MATTER OF MARY ANN CANARES, )  
PETITIONER, v. ELIZABETHTOWN WATER )  
COMPANY, RESPONDENT. )

ORDER ADOPTING  
INITIAL DECISION

BPU Docket No. WC05121049U  
OAL Docket No. PUC 07011-06

(SERVICE LIST ATTACHED)

**BY THE BOARD:**

On December 15, 2005, Mary Ann Canares (Petitioner) filed a petition with the Board of Public Utilities (Board) for a hearing in regard to a billing dispute with Elizabethtown Water Company (EWC) (Respondent). On September 7, 2006, EWC filed an answer.

On May 12, 2006, the Board transmitted this matter to the Office of Administrative Law (OAL) for determination 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. The matter was assigned to Administrative Law Judge (ALJ) J. Howard Solomon.

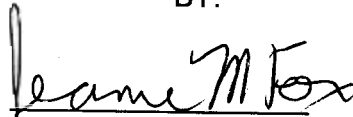
During the pendency of this matter at the OAL, the parties engaged in negotiations and reached a settlement. The Stipulation of Settlement was submitted to the ALJ for review. On January 4, 2007, ALJ Solomon filed an Initial Decision with the Board, memorializing the terms of the Settlement and recommending that it be approved. The ALJ found the Settlement to be voluntary, consistent with the law and fully dispositive of all issues in controversy. The ALJ, therefore, concluded that the Settlement met the requirements of N.J.A.C. 1:1-19.1.

Under the terms of the Settlement, EWC agreed to credit \$400.00 to Petitioner's account, to be shown on a billing statement within sixty (60) days of execution of the Stipulation of Settlement. Respondent further agreed to submit two letters to Union Township, indicating that there was an error regarding water consumption for Petitioner. Respondent's intent is to reduce sewerage charges to the minimum amount for years 2006 and 2007.

The Board FINDS that the terms of the settlement are fair and reasonable. Therefore, the Board HEREBY ADOPTS the Initial Decision and Stipulation of Settlement in their entirety, incorporating the terms thereof into this final decision as if fully set forth at length herein.

DATED: 2/7/07

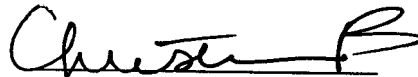
BOARD OF PUBLIC UTILITIES  
BY:

  
JEANNE M. FOX  
PRESIDENT

  
FREDERICK F. BUTLER  
COMMISSIONER

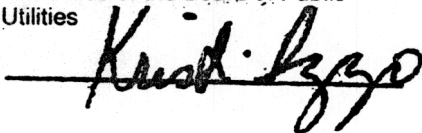
  
CONNIE O. HUGHES  
COMMISSIONER

  
JOSEPH L. FIORDALISO  
COMMISSIONER

  
CHRISTINE V. BATOR  
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



BPU Docket No. WC05121049U  
OAL Docket No. PUC 07011-06

Mary Ann Canares v. Elizabethtown Water Company

BPU Docket No. WC05121049U

OAL Dkt. No. PUC 07011-06

**SERVICE LIST**

Mary Ann Canares  
2063 Stecher Avenue  
Union, NJ 07083

Michael A. Sgro, Esq.  
Elizabethtown Water Company  
989 Lenox Drive Suite 224  
Lawrenceville, NJ 08648

Kent Papsun, Director  
Division of Customer Assistance  
Board of Public Utilities  
Two Gateway Center  
Newark, NJ 07102

Regina Conlon  
Bureau of Information Management  
Board of Public Utilities  
Two Gateway Center  
Newark, NJ 07102

Arlene E. Pasko  
Deputy Attorney General  
Division of Law  
124 Halsey St. - 5th Floor  
Newark, NJ 07102

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pe/gc

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

**INITIAL DECISION**

**SETTLEMENT**

OAL DKT. NO. PUC 07011-06  
AGENCY DKT. NO. WC05121049U

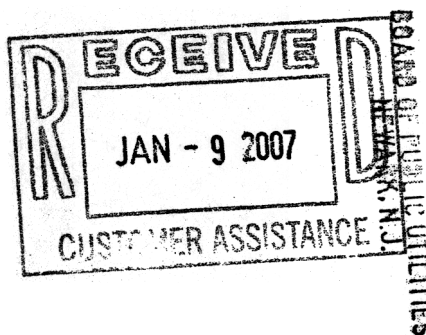
**MARY ANN CANARES,**

Petitioner,

v.

**ELIZABETHTOWN WATER COMPANY,**

Respondent.



**Mary Ann Canares, petitioner, pro se**

**Douglas W. Frankenthaler, Esq., for respondent (Cozen O'Connor, attorneys)**

Record Closed: December 22, 2006

Decided: December 27, 2006

**BEFORE J. HOWARD SOLOMON, ALJ:**

This matter was transmitted to the Office of Administrative Law on June 17, 2006 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 agreed to settle this matter and have prepared the attached Settlement Agreement indicating the terms of settlement.

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

Cms  
Bestor  
LUTAN  
PASHA  
Cust Assist  
RPA

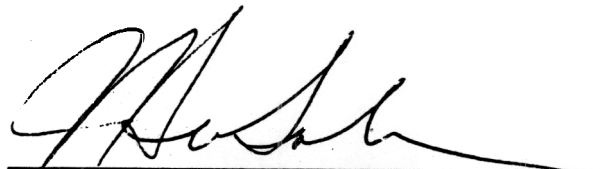
1. The parties have voluntarily agreed to the settlement as evidenced by their signatures.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

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.

I 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.

12-27-06  
DATE

  
J. HOWARD SOLOMON, ALJ

Receipt Acknowledged:

1/4/07  
DATE

  
BOARD OF PUBLIC UTILITIES

Mailed to Parties:

\_\_\_\_\_  
DATE  
pb

\_\_\_\_\_  
OFFICE OF ADMINISTRATIVE LAW

## STATE OF NEW JERSEY

## OFFICE OF ADMINISTRATIVE LAW

CANARES, MARY ANN

OAL Docket No.: PUCC 07011-2006N

v.

ELIZABETHTOWN WATER COMPANY :

Agency Ref. No.: WC051201490

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement"), dated as of the 21<sup>st</sup> day of December, 2006, by and among Elizabethtown Water Company ("ETW") and Mary Ann Canares, ("Canares"). Canares and ETW are collectively referred to as the "Settling Parties".

WHEREAS, by letter dated December 15, 2005, Canares initiated an administrative proceeding to contest an ETW bill for 2063 Stecher Avenue, Union, New Jersey of approximately \$566.99, Docket No. BPU WC051210490; OAL Docket No. PUCC 07011-2006N (the "Action");

WHEREAS, the settling parties have reached a full and final settlement of the action in all claims related thereto and by and between any of them;

NOW, THEREFORE, in consideration of their mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intended to be legally bound hereby, the Settling Parties agree as follows:

1. Credit. ETW shall credit Canares \$400. This credit shall be shown on a billing statement to Canares within 60 days of execution of this Agreement.
2. Sewer Adjustment. ETW shall submit two letters to Union Township indicating that there was an error regarding water consumption for Canares. The first letter, which has already been written and sent and is attached as Exhibit "A," is for 2006. The second letter shall be substantially in the same form as Exhibit "A" and shall be sent in 2007. The intent of these letters is to reduce sewerage charges to the minimum charge for years 2006 and 2007.
3. Release. The Settling Parties, for themselves, their predecessors, and successors do hereby remise, release and forever discharge each other, their predecessors and successors, and any other related entities from any and all manner of actions, causes of actions, claims, suits, debts, dues, accounts, bonds, covenants, contracts, liabilities, agreements, judgments, costs, attorneys fees, damages, losses, rights and demands whatsoever, in law or in equity, foreseen or unforeseen, matured or unmatured, known or unknown, accrued or non-accrued, liquidated or contingent, past, present, or future (hereinafter collectively "Claims") directly or indirectly resulting from, relating to or arising out of the Action or its underlying facts.

4. Accord and Satisfaction. This Agreement is entered into as an accord and satisfaction of disputed claims and is not to be construed as an admission of liability of any matter of fact or law.

5. Withdrawal of all Claims. Settling parties agree to file, in the form attached hereto as Exhibit "A", a Stipulation of Dismissal with Prejudice without costs of all claims which were or could have been asserted among them in the Action.

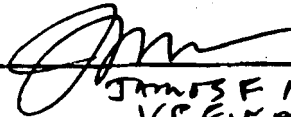
6. Governing Law. This Agreement shall be construed and interpreted in accordance with, and governed by, the law of the State of New Jersey, without regard to its choice of law principles.

7. Execution and Counterparts. This Agreement may be executed in counterparts and by telecopy or transmission followed by exchange of original signatures and shall become effective when settling parties have executed and delivered counterparts to all other settling parties.

IN WITNESS HEREOF, and intended to be legally bound, the parties have set their hands as of this date first set above:

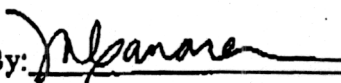
ELIZABETHTOWN WATER COMPANY

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

  
JAMES F. MORALES  
VP Finance

MARY ANN CANARES

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



**STATE OF NEW JERSEY**  
**OFFICE OF ADMINISTRATIVE LAW**

CANARES, MARY ANN : OAL Docket No. PUCC 07011-2600N  
v. :  
ELIZABETHTOWN WATER COMPANY : Agency Ref. No.: WC051201490  
:


**STIPULATION OF DISMISSAL WITH PREJUDICE**

The parties hereby agree and stipulate to the dismissal, with prejudice, of Complainant Mary Ann Canares' administrative action against Elizabethtown Water Company with prejudice and without attorneys' fees or costs of any kind against any party.

COZEN O'CONNOR  
Attorneys for Elizabethtown Water Company

By:   
Douglas W. Frankenthaler

MARY ANN CANARES

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



STATE OF NEW JERSEY  
OFFICE OF ADMINISTRATIVE LAW

Canares, Mary Ann

OAL Docket No. PUCC07011-2006N

v.

BPU Docket No. WC0512014909

Elizabethtown Water Company

CERTIFICATE OF SERVICE

I, Douglas W. Frankenthaler, hereby certify that on December 21, 2006, I caused to be served via Federal Express to Hon. J. Howard Solomon and the Clerk of the Office of Administrative Law copies of a Settlement Agreement and Stipulation of Dismissal along with this Certificate of Service in the above-referenced matter. The following parties were served via First Class Mail:

Regina Conlon  
Bureau of Information Mgmt.  
Board of Public Utilities  
Two Gateway Center  
Newark, NJ 07102

Arlene Pasko, DAG  
Division of Law & Public Safety  
124 Halsey Street  
P.O. Box 45029  
Newark, NJ 07101

Ms. Mary Ann Canares  
2063 Stecher Avenue  
Union, NJ 07083

Date: December 21, 2006

  
DOUGLAS W. FRANKENTHALER, ESQ.  
Attorneys for Elizabethtown Water Company