



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

**CUSTOMER ASSISTANCE**

DRY DOCK RESTAURANT CORP, T/A  
ARTHUR'S LANDING RESTAURANT  
Petitioner,

) ORDER ADOPTING INITIAL DECISION  
SETTLEMENT

UNITED WATER NEW JERSEY,  
Respondent.

) BPU DOCKET NO. WC07020082U  
OAL DOCKET NO. PUC 05067-07N

(SERVICE LIST ATTACHED)

BY THE BOARD

On February 2, 2007, Dry Dock Restaurant Corporation, T/A Arthur's Landing Restaurant (Petitioner), filed a petition with the Board of Public Utilities (Board) related to a billing dispute for water service provided by United Water New Jersey (Respondent) for the period of June 2003 to August 2006.

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) Imre Karaszegi, Jr.

While this matter was pending at the OAL, the parties engaged in negotiations and entered into and executed a Stipulation of Settlement (Stipulation) that was submitted to the ALJ. By Initial Decision issued on January 16, 2009, and submitted to the Board on January 23, 2009, to which the Stipulation was attached and made part thereof, ALJ Karaszegi 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. 1:1-19.1.

Pursuant to the terms of the Stipulation, the parties agreed that Petitioner will pay to the Respondent the sum of \$140,000.00 in full and final settlement of the disputed invoice. Said amount shall be paid in one initial monthly installment payment of \$1,167.46 to be followed by 119 monthly installment payments in the amount of \$1,166.66. These payments shall not include any interest. In addition, the Petitioner, upon the execution of the Stipulation, shall

immediately pay the current outstanding balance due in the amount of \$3,711.94. The parties further agreed that, should the Petitioner fail to make any of the monthly payments, the Respondent would have the right to pursue all remedies available in law and equity, including seeking full recovery of the amount claimed due and owing from the Petitioner (\$511,841.34) less any credit for payments made by the Petitioner. The parties also acknowledged that the Stipulation is not an indication of any admission of any wrongdoing by either party and that the agreement could not be used in any legal or administrative proceeding other than a proceeding seeking enforcement of the terms of the Stipulation. Lastly, the parties agreed and consented that this matter be dismissed with prejudice.<sup>1</sup>

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

DATED: 2/25/09

BOARD OF PUBLIC UTILITIES  
BY:

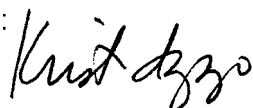
  
JEANNE M. FOX  
PRESIDENT

  
FREDERICK F. BUTLER  
COMMISSIONER

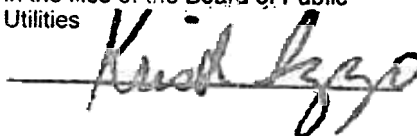
  
JOSEPH L. FIORDALISO  
COMMISSIONER

  
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



<sup>1</sup> The Board notes that Petitioner's petition references a request that the Board make a determination that the Respondent, and not the Petitioner, is liable to the North Hudson Sewer Authority for any charges by the Sewer Authority attributable to the discharge of water leakage into the sewer system. Because the parties have agreed and consented that this matter be dismissed with prejudice, the Board construes the Stipulation of Settlement as an indication that liability for Sewer Authority charge is no longer in dispute.

**DRY DOCK RESTAURANT CORP., T/A  
ARTHUR'S LANDING RESTAURANT**

**v.**

**UNITED WATER NEW JERSEY  
BPU DOCKET NO. WC07020082U  
OAL DOCKET NO. PUC 05067-07N**

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~~KOZL-WILLIAMS~~  
(2)



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

RECEIVED  
CASE MANAGEMENT  
2009 JAN 23 PM 1:30  
BOARD OF PUBLIC UTILITIES  
NEWARK, N.J.

**INITIAL DECISION  
SETTLEMENT**

OAL DKT. NO. PUC 05067-07  
AGENCY DKT. NO. WC07020082W

**DRY DOCK RESTAURANT CORP., T/A**

**ARTHUR'S LANDING RESTAURANT,**

Petitioner,

v.

**UNITED WATER NEW JERSEY,**

Respondent.

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Robert M. Adams, Esq., for petitioner (Phillips Nizer, attorneys)

John P. Wallace, Esq., for respondent

Record Closed: January 16, 2009

Decided: January 16, 2009

**BEFORE IMRE KARASZEGI, JR., ALJ:**

This matter was transmitted to the Office of Administrative Law (OAL) on April 25, 2007, 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 parties, having reached an amicable resolution of the matter, submitted a Stipulation of Settlement indicating the terms thereof, which is attached and fully incorporated herein.

Having reviewed the record and the settlement terms, **FIND** as follows:

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

Therefore, I **CONCLUDE** that the agreement meets the requirements of N.J.A.C. 17:27-19.1 and that the settlement should be approved. Accordingly, it is **ORDERED** that the parties comply with the settlement terms, and it is **FURTHER ORDERED** that the proceedings in this matter 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 days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 17:27-14B-10.

January 16, 2009  
DATE

Date Received at Agency: 1-23-09

[Signature]  
IMRE KARASZEGI, JR., ALJ

[Signature]

Mailed to Parties:

\_\_\_\_\_  
DATE

id

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

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201-487-3700  
Attorneys for Petitioner

2009 JAN 16 A 8:08  
OFFICE OF ADMINISTRATIVE LAW

**In the Matter of the Petition of  
Dry Dock Restaurant Corp.  
(T/A Arthur's Landing Restaurant)**

**STATE OF NEW JERSEY  
OFFICE OF ADMINISTRATIVE LAW  
OAL Docket No. PUCC 05067-2007N  
Agency Ref. No. WC07020082**

**v.**

**United Water New Jersey**

**STIPULATION OF SETTLEMENT**

**WHEREAS**, on or about August 2006, Petitioner Dry Dock Restaurant Corp. t/a Arthur's Landing Restaurant ("Dry Dock") received a purported invoice from Respondent United Water New Jersey ("United Water") for alleged water service from on or about June 9, 2003 to on or about August 3, 2006 in the alleged amount of \$511,841.34 (the "Disputed Invoice"); and

**WHEREAS**, Dry Dock objected to and disputed the Disputed Invoice and, as such, filed and served the above-captioned action; and

**WHEREAS**, Dry Dock and United Water, without admitting any liability and/or any allegations of the other, wish to resolve their dispute amicably;

**THEREFORE**, Dry Dock and United Water herein agree as follows:

**1. PAYMENT BY DRY DOCK TO UNITED WATER**

a. Without admitting any liability and/or the use of any water as alleged by United Water, Dry Dock shall pay to United Water the total amount of \$140,000.00 in full and final settlement of the Disputed Invoice.

i. Said \$140,000.00 shall be paid by Dry Dock to United Water in one hundred twenty (120) monthly installments as follows:

a) The first monthly installment payment shall be in the amount of one thousand one hundred sixty seven dollars and forty six cents (\$1,167.46) and the remaining one hundred nineteen (119) monthly installment payments shall be in the amount of one thousand one hundred sixty six dollars and sixty six cents (\$1,166.66), with said payments to begin within thirty (30) days of both parties execution of this Stipulation of Settlement.

ii. Said payments shall be made to the following mailing address:

Attn: Legal Department  
United Water New Jersey  
200 Old Hook Road  
Harrington Park, New Jersey 07640

iii. No interest shall be charged on any amounts paid by Dry Dock to United Water under this Stipulation of Settlement.

b. Upon the parties' execution of this Stipulation of Settlement, Dry Dock shall immediately pay to United Water the current outstanding balance due and owing from Dry Dock to United Water of \$3,711.94.

## **2. DEFAULT BY DRY DOCK**

- a. In the event Dry Dock fails to pay to United Water any of the monthly installment payments set forth above in Paragraph 1.a.i.a) within fifteen (15) days of its due date, United Water shall have the right to pursue any and all remedies available to it in law and equity, including, but not limited to, seeking full recovery of the alleged amount of \$511,841.34 which United Water claims is due and owing to it from Dry Dock, less credit for any payments made by Dry Dock.

## **3. NO ADMISSION**

- a. It is further specifically acknowledged and understood by the parties that this Stipulation of Settlement is not an indication or admission of any liability or the violation of any law, statute or regulation or a breach of any duty by Dry Dock or United Water. It is further acknowledged that this Stipulation of Settlement is not indicative of any action or inaction taken by Dry Dock or United Water. This Stipulation of Settlement has been entered into solely to alleviate the necessary time and expense of a trial, preparation therefor and/or further proceedings. This Stipulation of Settlement and compliance with this Stipulation of Settlement shall not be construed as an admission by any party of any liability whatsoever with respect to any matter. Dry Dock and United Water each expressly denies any liability. This Stipulation of Settlement may not be introduced into evidence or used in any other way in any other legal or administrative proceeding other than a proceeding seeking enforcement of the terms of this Stipulation of Settlement.