



STATE OF NEW JERSEY

Board of Public Utilities

Two Gateway Center

Newark, NJ 07102

www.nj.gov/bpu/

CUSTOMER ASSISTANCE

JOHN M. MORALES,
PETITIONER

V

NEW JERSEY AMERICAN WATER COMPANY,
RESPONDENT

) ORDER ADOPTING INITIAL DECISION
) IN PART AND MODIFYING IN PART
)

) BPU DOCKET NO. WC08010021U
) OAL DOCKET NO. PUC 05082-08

(SERVICE LIST ATTACHED)

BY THE BOARD:

On January 10, 2008, John M. Morales (Petitioner) filed a petition with the Board disputing the bill 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) 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 (ALJ) Judge Gail M. Cookson.

ALJ Cookson filed her Initial Decision in this matter with the Board on May 27, 2008, approving a settlement letter signed by the Respondent only. The material terms of the settlement pursuant to this letter included that: (1) the Respondent will forgive all but \$1,800.00 of the outstanding past due balance on the Petitioner's account; (2) the Petitioner shall pay the remaining \$1,800.00 upon receipt of the May 19, 2008 settlement letter; (3) the Petitioner will continue to make payment on current bills; (4) the Petitioner shall be responsible for keeping the area around the water meter accessible and clear; and (5) the Respondent shall endeavor to comply with all applicable rules and regulations, including those of the Board, as they pertain to reading the Petitioner's meter and the rendering of bills.


No written or oral record was created evidencing Petitioner's acceptance of the settlement. Therefore, the Board was unable to conclude that the requirements of N.J.A.C. 1:1-19.1 were met, which requires settlements in writing to be signed by all parties. Accordingly, at its July 11, 2008 Agenda Meeting, pursuant to N.J.A.C. 14:1-8.3, the Board determined to request additional information from the Petitioner evidencing his acceptance of the settlement, as well as an extension of time for issuing a Final Decision. Pursuant thereto, by letter dated July 17, 2008 from the Board's Secretary, the Board requested an acknowledgment of the letter's accuracy or, in the alternative, an executed settlement letter. In addition, by Order dated July 17, 2008, the time limit for the Board to render a Final Decision was extended to August 25, 2008 in order to request the submission of additional information from the Petitioner.

In response to the Board's request for additional information, a Settlement Agreement dated August 6, 2008 and executed by both the Petitioner and Respondent was filed with the Board on August 7, 2008. The executed Settlement Agreement is attached hereto and made a part hereof. The Board notes that the executed Settlement Agreement is a separate document from that of the settlement letter in the Initial Decision. The Board HEREBY FINDS that the attached executed Settlement Agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the terms of the agreement represent a fair and reasonable resolution of all outstanding contested issues. Therefore, the Board HEREBY ADOPTS the Initial Decision insofar as it adopts a settlement between the parties and HEREBY MODIFIES the Initial Decision to reflect that the Board is approving the Settlement Agreement dated August 6, 2008.

DATED:

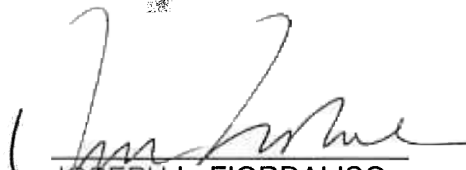
8/20/08


BOARD OF PUBLIC UTILITIES
BY:



JEANNE M. FOX
PRESIDENT


FREDERICK F. BUTLER
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER


NICHOLAS ASSELTA
COMMISSIONER


ELIZABETH RANDALL
COMMISSIONER

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

ATTEST:


KRISTI IZZO
SECRETARY

JOHN M. MORALES

V.

NEW JERSEY AMERICAN WATER COMPANY

BPU Docket No. WC08010021U

OAL Docket No. PUC 05082-08

SERVICE LIST

John M. Morales
8 Debby Lane
Warren, New Jersey 07059-5013

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

Eric Hartsfield, Director
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



7/9/08 Made

CMS
BESLOW
RPA

MILLER

FEZ-WILLIAMS

②

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 05082-08

AGENCY DKT. NO. WC08010021U

JOHN M. MORALES,

Petitioner,

v.

NEW JERSEY AMERICAN WATER COMPANY,

Respondent.

John M. Morales, appearing pro se

Robert J. Brabston, Esq., for respondent (New Jersey American Water Corporate Counsel)

Record Closed: May 14, 2008

Decided: May 20, 2008

BEFORE GAIL M. COOKSON, ALJ:

On April 10, 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 for a settlement conference on May 14, 2008. On May 14, 2008, the parties reached a tentative settlement with the assistance of this forum. I queried all parties and I **FIND** that all parties were in fact in agreement and satisfied with its terms and conditions. Counsel was advised to submit a settlement document. The Stipulation of Settlement was received by the OAL on May 14, 2008 which

is attached hereto and made part hereof. have reviewed the record and terms of the Stipulation of Settlement 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 parties comply with the settlement terms 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.

May 20, 2008
DATE


GAIL M. COOKSON, ALJ

Date Received at Agency: 5/27/08


Mailed to Parties:

DATE
pb

OFFICE OF ADMINISTRATIVE LAW



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

P 973.564.5716
F 973.564.5708

May 19, 2008

Via Facsimile and Regular Mail

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

**Re: John M. Morales v. New Jersey American Water
Billing Dispute
BPU Docket No. WC08010021U
OAL Docket No. PUC00 05082-2008N**

Dear Judge Cookson:

Please accept this letter memorializing the settlement reached in discussions among Your Honor, Mr. Morales (also the "customer") and representatives of New Jersey American Water Company (hereinafter the "Company"). As agreed to at the meeting, the Company will forgive all but \$1,800 of the remaining outstanding past due balance on Mr. Morales' account. Mr. Morales will pay the \$1,800 upon receipt of this letter. While the Company expects to make the adjustment immediately, it may take some time for the full impact of the settlement to be reflected in the bill. The parties agree that Mr. Morales will continue to make payment on current bills.

As part of this settlement, Mr. Morales and the Company agree that the customer shall be responsible for keeping the area around the water meter accessible and clear. The Company agrees that it will endeavor to comply with all applicable rules and regulations, including those of the Board of Public Utilities, as they pertain to the reading of the customer's meter and the rendering of bills.

The parties agree that this settlement disposes of all of the outstanding issues in controversy between the parties.

Respectfully submitted,

Robert J. Brabston
Corporate Counsel

c: Mr. John M. Morales (via certified and regular mail)

COPY



COPY

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW
33 Washington Street
Newark, New Jersey 07102
(973) 648-6008
(973-648-6058)

Robert J. Giordano, ALJ &
Manager of Organizational Development

2008 MAY 27 PM
NEWARK, N.J.

RECEIVED
MAIL ROOM
08 MAY 23 PM 2:59
BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

NORTH

Date MAY 22 2008

Re: Initial Decisions for Receipt

We are hereby forwarding to you the following decisions from the office of Administrative Law. **Receipt is acknowledged as of the next business day of the date indicated below.** Should a listed decision not be included in this batch, please call 973-648-6008.

OAL Docket No. PUC

Case Name

5082-08

John M. Morales

Board of Public Utilities
Two Gateway Center
Newark, New Jersey 07102

Date: _____

Board of Public Utilities

John M. Morales v. New Jersey American Water
BPU Docket No. WC08010021U
OAL Docket No. PUCCE 05082-2008N

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 John M. Morales, a NJAWC customer residing at 8 Debby Lane, Warren, New Jersey 07059, and having NJAWC Account Number 52-0052691-0 ("Customer") (NJAWC and Customer 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. The Parties agree that NJAWC will forgive all but \$1,800 of the remaining outstanding past due balance on the Customer's account.
2. Customer agrees to make payment to NJAWC in the amount of \$1,800 upon receipt of NJAWC's letter to the Honorable Gail Cookson outlining the terms of settlement, dated May 14, 2008.
3. In addition to making the payment described in Paragraph 2 of this Settlement Agreement, the Parties have agreed that the Customer shall be responsible for keeping his water meter accessible by keeping the surrounding area clear.
4. The Parties further agree that NJAWC will comply with all applicable rules and regulations, including those of the Board of Public Utilities, pertaining to the reading of the Customer's meter and the rendering of bills.
5. Customer agrees to dismiss his complaint filed against NJAWC under BPU Docket No. WC08010021U and OAL Docket No. PUCCE 05082-2008N with prejudice evidenced by his signature on this Settlement Agreement.
6. 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.
7. 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.

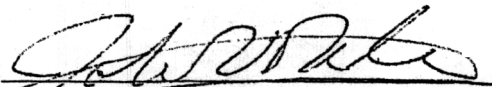
IN WITNESS WHEREOF, the Parties understand and agree to the terms of this Settlement Agreement and have duly executed this Settlement Agreement on this 8th day of August, 2008. The parties acknowledge that this Settlement Agreement is entered into voluntarily and that no representation or inducement has been offered or made, except as

contained herein. Customer further acknowledges that he has fully reviewed this Settlement and understands its contents.

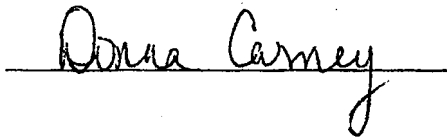
WITNESS:



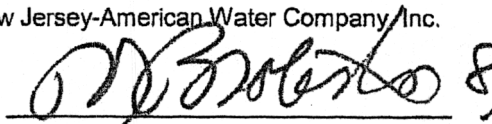
CUSTOMER:

By:  8/4/2008
John M. Morales

WITNESS:



New Jersey-American Water Company, Inc.

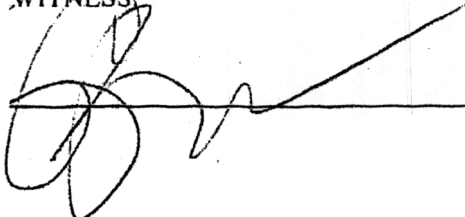
By:  8/6/08
Robert J. Brabston

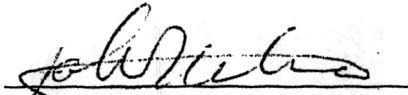
Supplemental Agreement

Composed and agreed to by both parties by telephone.

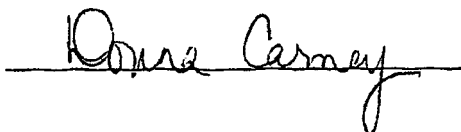
8. The NJAWC agrees to notify the Customer if there are any conditions, which interfere with NJAWC ability to obtain actual meter readings.

WITNESS:

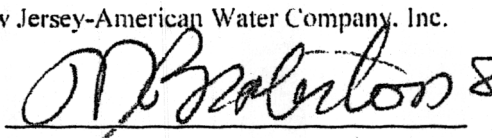


 8/5/2008
John M. Morales

WITNESS:



New Jersey-American Water Company, Inc.

By:  8/6/08
Robert J. Brabston