



Agenda Date: 5/14/09

Agenda Item: VIIA

STATE OF NEW JERSEY

Board of Public Utilities

Two Gateway Center

Newark, NJ 07102

www.nj.gov/bpu/

CUSTOMER ASSISTANCE

PAUL ODESSER,
Petitioner

v.

NEW JERSEY AMERICAN WATER COMPANY,
Respondent

) ORDER ADOPTING INITIAL DECISION
) SETTLEMENT
)
)
)

) BPU DOCKET NO. WC08040221U
) OAL DOCKET NO. PUC 6044-08

(SERVICE LIST ATTACHED)

BY THE BOARD:

On April 9, 2008, Paul Odesser ("Petitioner") filed a petition with the Board requesting a formal hearing related to a billing dispute regarding water service provided by New Jersey American Water Company ("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") Joseph F. Martone.

While this matter was pending at the OAL, the parties engaged in negotiations and entered into and signed a Settlement Agreement ("Agreement") that was submitted to the ALJ. By Initial Decision issued on April 6, 2009, and submitted to the Board on April 15, 2009 to which the Agreement was attached and made part thereof, ALJ Martone 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. 17:27-19.1. Pursuant to the terms of their Agreement, the parties have agreed that the Respondent would credit Petitioner's account in the amount of \$2,156.58. Said adjustment was, in fact, posted to the account on October 3, 2008. In return, Respondent agreed to the dismissal of his petition in this matter, with prejudice.

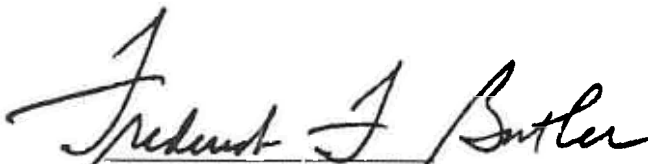
After review of the Initial Decision and the Agreement of the parties, the Board HEREBY FINDS that, by the terms of the Agreement, the parties have resolved all outstanding contested issues in this matter. Accordingly, the Board HEREBY ADOPTS the Initial Decision and the Agreement of the parties in their entirety as if fully set forth herein.

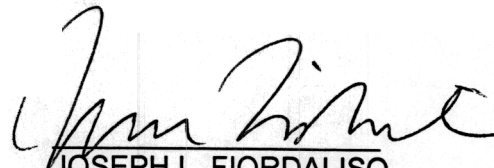
DATED:

5/15/09

BOARD OF PUBLIC UTILITIES
BY:


JEANNE M. FOX
PRESIDENT


FREDERICK F. BUTLER
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER

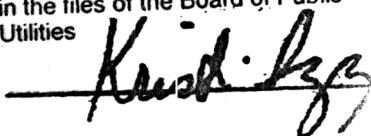

NICHOLAS ASSELTA
COMMISSIONER


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



**PAUL ODESSER
v.
NEW JERSEY AMERICAN WATER COMPANY**

**BPU DOCKET NO. WC08040221U
OAL DOCKET NO. PUC 6044-08**

SERVICE LIST

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West Windsor, New Jersey 08550

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New Jersey American Water Company
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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

CMS
RESLOW
R.P.B.
KIRSCHBAUM
FORD-WILLIAMS



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

2009 APR 15 PM 4:22
NEW JERSEY
PUBLIC UTILITIES
NEWARK, NJ

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 6044-08

AGENCY DKT. NO. WC0804022IU

PAUL ODESSER,

Petitioner,

v.

**NEW JERSEY AMERICAN WATER
COMPANY,**

Respondent.

Paul Odesser, petitioner, pro se

Suzana Loncar, Esq., for respondent

Record Closed: April 6, 2009

Decided: April 6, 2009

BEFORE JOSEPH F. MARTONE, ALJ:

¶ Petitioner appeals a billing dispute in the amount of \$2,538.77 for estimated water usage. Petitioner claims the level of water consumption jumped astronomically and a visit by a New Jersey American water technician determined there were no leaks and that the meter reading was not operating properly. This matter was transmitted to the Office of Administrative Law (OAL) on June 26, 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 and

a hearing was scheduled. Prior to the hearing date, the parties settled the matter and an executed settlement was forwarded to the OAL.

have reviewed the record and the terms of settlement and **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.

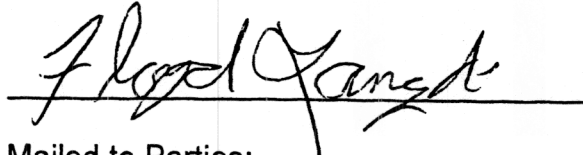
I hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

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. 52:14B-10.

April 6, 2009
DATE


JOSEPH F. MARTONE, ALJ

Date Received at Agency: 4/15/07


Mailed to Parties:

DATE

OFFICE OF ADMINISTRATIVE LAW

mph

Paul Odesser v. New Jersey American Water Company
BPU Docket No. WC08040221U/OAL Docket No. PUGCC 06044-2008S
Settlement Agreement

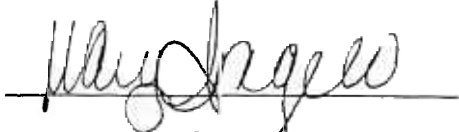
This Settlement Agreement is made by and between **NEW JERSEY AMERICAN WATER ("NJAW")**, a corporation doing business at 131 Woodcrest Road, Cherry Hill, New Jersey 08034 and **Paul Odesser**, a NJAW customer with service being provided at 50 Normandy Drive, West Windsor New Jersey 08550, and having NJAW Account Number 52-01870457 ("Customer") (NJAW 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. On 9/9/08 the Customer was offered an adjustment that would conform to his previous usage prior to the high bills received 9/2004, 12/2004 and 3/2005. The Customer accepted the adjustment, and on 10/3/08 an adjustment of \$2,156.58 was posted to his account by NJAW in full and final settlement of this matter.
2. Customer agrees to dismiss his complaint filed against NJAWC under BPU Docket No. WC08040221U/OAL Docket No. PUGCC 06044-2008S with prejudice.
3. 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.
4. 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 APRIL, 2009. 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. The Parties further acknowledge that in executing this agreement, neither Customer nor NJAW admits any liability or fault regarding any and all issues raised within BPU Docket No. WC08040221U/OAL Docket No. PUGCC 06044-2008S. Customer further acknowledges that he has fully reviewed this Settlement and understands its contents.

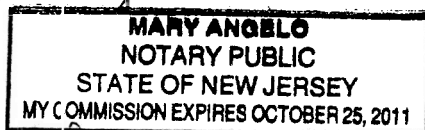
WITNESS:

CUSTOMER:

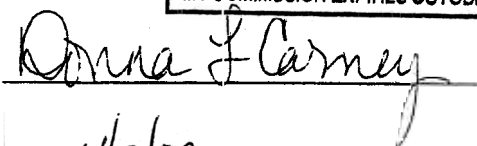


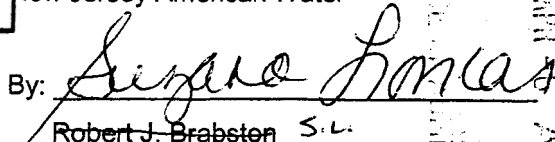
By: 
Paul Odesser

WITNESS:



New Jersey American Water



By: 
Robert J. Brabston S.L.

Date: 4/2/09

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NJAW