

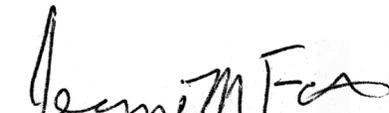
After review of the record and the Settlement Agreement of the parties, the Board HEREBY FINDS that the parties have voluntarily agreed to the settlement as evidenced by their signatures and, that by the terms of the Settlement Agreement, have fully resolved all outstanding contested issues in this matter.

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

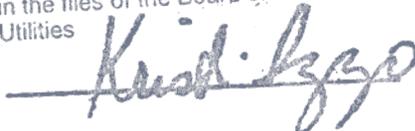

JOSEPH L. FIORDALISO
COMMISSIONER


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



EDITH HINTON

V.

NEW JERSEY AMERICAN WATER COMPANY

BPU DOCKET NO. WC10070470U

OAL DOCKET NO. PUC10887-10

SERVICE LIST

Edith Hinton
92 Headley Terrace
Irvington, New Jersey 07111

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
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Newark, New Jersey 07102

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P.O. Box 45029
Newark, New Jersey 07101

CMS
Deslow
DAG
Vocher
RPA
Lee-Thomas
Dambert
Ford-Williams



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 10887-10

AGENCY DKT. NO. WC100704 .70U

EDITH HINTON,

Petitioner,

v.

NEW JERSEY AMERICAN WATER COMPANY,

Respondent.

11:25 AM 11:00

Edith Hinton, petitioner, pro se

Jordan Mersky, Esq. on behalf of respondent (New Jersey American Water)

Record Closed: March 1, 2011

Decided: March 1, 2011

BEFORE **KIMBERLY A. MOSS**, ALJ:

On October 6, 2010, 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. A telephone prehearing was conducted on November 1, 2010 during which time the parties engaged in settlement discussions. Several status conferences were conducted, the last one being February 22, 2011 wherein the parties resolved all issues in this matter.

A Stipulation of Settlement was prepared and executed indicating the terms of the agreement, which are incorporated herein by reference

have reviewed the record and terms of the Stipulation of Settlement and **FIND**:

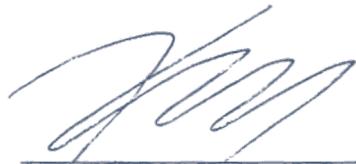
- 1 The parties have voluntarily agreed to the settlement as evidenced by the signatures of the parties or their representatives
- 2. The settlement fully disposes of all issues in controversy and is consistent with law.

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.

MARCH 4, 2011
DATE



KIMBERLY A. MOSS, ALJ

Date Received at Agency:

march 7, 2011


Date Mailed to Parties: march 7, 2011
ljb

DIRECTOR AND
CHIEF ADMINISTRATIVE LAW JUDGE



NEW JERSEY
AMERICAN WATER

BY REGULAR MAIL

February 23, 2011

Judge Kimberly Moss
State of New Jersey
Office of Administrative Law
33 Washington Street
Newark, New Jersey 07102

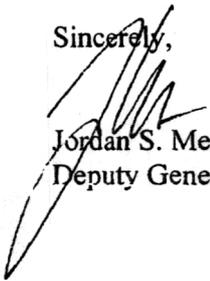
2011 MAR -1 P 2:54
STATE OF NEW JERSEY
OFFICE OF ADMIN LAW

**Re: Hinton v. New Jersey American Water, OAL Docket PUC 10887-2010-N;
BPU Docket No. WC 1007047U**

Dear Judge Moss:

Enclosed please find a fully executed Settlement Agreement in the above referenced matter. New Jersey American Water has already issued the credit to Ms. Hinton's account. By copy of this letter, I am sending Ms. Hinton a copy of the fully executed Settlement Agreement.

Sincerely,


Jordan S. Mersky
Deputy General Counsel

Edy Hinton v. New Jersey American Water Company

OAL Docket No. PUC 10887-2010-N
BPU Docket No. WC1007047U

Settlement Agreement

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 **Edy Hinton, a NJAW customer, ("Customer")** having NJAW Account Number 18-1485427-7 for service to 92 Headley Terrace, Irvington, NJ 07111 ("Account") (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:

2011 JAN 11 PM 2:54
NEW JERSEY
STATE BAR OF
ATTORNEYS AT
LAW

The Parties agree that NJAW will credit the Account of the Customer the amount of \$916.64, which figure represents the amount owed on the Account as of December 31, 2010, in full and final settlement in the manner as described below.

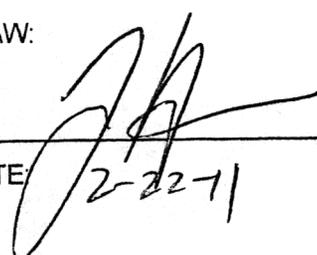
- 2. Provided NJAW credits the Account as described above, beginning January 1, 2011 the Customer will be responsible to pay all current charges on the Account..
- 3. Customer agrees to dismiss his complaint filed against NJAW under
BPU Docket No. WC1007047U
OAL Docket No. PUC 10887-2010 N with prejudice.
- 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 30th day of January, 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.

NJAW:

By: _____

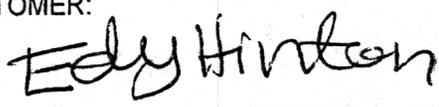
DATE: 2-22-11



CUSTOMER:

By: _____

DATE: 1-30-11



1-30-11