



Agenda Date: 5/23/12
Agenda Item: VIID

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

FREDERICK FISHER,)	ORDER ADOPTING INITIAL
Petitioner)	DECISION SETTLEMENT
V.)	
NEW JERSEY AMERICAN WATER COMPANY,)	BPU DKT. NO. WC11110824U
Respondent)	OAL DKT. NO. PUC364-12

Parties of Record:

Frederick Fisher, Petitioner, appearing *pro se*
Robert J. Brabston, Esq., appearing on behalf of Respondent, New Jersey American Water Company

BY THE BOARD:

On November 28, 2011, Frederick Fisher ("Petitioner") filed a petition with the Board of Public Utilities ("Board") requesting a formal hearing related to a billing dispute arising from customer claims of a main water line leak, property damages, legal fees, and the absence of installation and maintenance of a pressure regulating valve with New Jersey American Water Company ("Respondent") for utility services rendered by 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") John J. Spence, Jr.

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 submitted to the Board on April 27, 2012, by which the Agreement was attached and made part thereof, ALJ Spence 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. 1:1-19.1.

Pursuant to the terms of the Agreement, the parties have agreed that Petitioner will drop any consequential property damage claims including any subrogation claim under the customer's homeowner's insurance policy against Respondent in exchange for Respondent crediting of Petitioner's account for the remaining balance of consumption charges related to this matter in

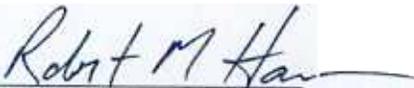
the amount of \$1,542.79 as a full and final settlement. In return, Petitioner shall be responsible for a \$10.00 facilities fee.

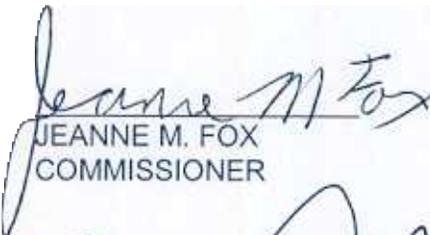
After review of the record and the Settlement Agreement of the parties, the Board HEREBY FINDS that the parties have voluntarily agreed to the Agreement as evidenced by their signatures and that by the terms of the Settlement Agreement, they have fully resolved all outstanding contested issues in this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

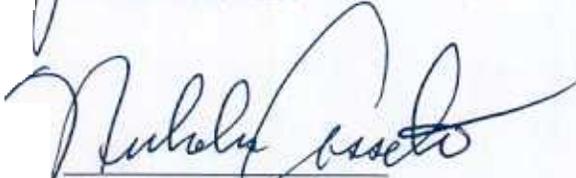
Accordingly, the Board HEREBY ADOPTS the Initial Decision and the Settlement Agreement executed by the parties in their entirety as if fully set forth herein.

DATED: 5/23/12

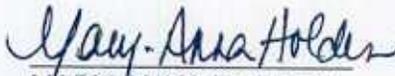
BOARD OF PUBLIC UTILITIES
BY:


ROBERT M. HANNA
PRESIDENT

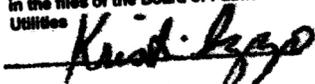

JEANNE M. FOX
COMMISSIONER


NICHOLAS ASSELTA
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER


MARY-ANNA HOLDEN
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


FREDERICK FISHER

V.

NEW JERSEY AMERICAN WATER COMPANY

BPU DOCKET NO. WC11110824U

OAL DOCKET NO. PUC364-12

SERVICE LIST

Frederick Fisher
1 Snug Harbor Avenue
Highlands, New Jersey 07732
frederick74@peoplepc.com

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

Eric Hartsfield, Director
Julie Ford-Williams
Division of Customer Assistance
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Trenton, New Jersey 08625

Veronica Beke, DAG
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101

fwc
5/11/12



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

CM3
Legal-Care
V. Hayes
D. Lee-Thomas
J. Ford-Williams
R. Lambert
C. Vachon
DAG
RPA

INITIAL DECISION SETTLEMENT

OAL DKT. NO. PUC 364-12

AGENCY DKT. WC11110824U

FREDERICK FISHER,

Petitioner

BPU MAILROOM

NEW JERSEY AMERICAN

WATER COMPANY.

Respondent

RECEIVING

Frederick Fisher, petitioner appearing, pro se

Robert J. Brabston, Esq., appearing for respondent

Record Closed: April 17, 2012

Decided: April 17, 2012

BEFORE JOHN J. SPENCE, JR., ALJ:

This matter was transmitted to the Office of Administrative Law on January 6, 2012, 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. On March 19, 2012 the matter was scheduled for hearing, at which time it settled. The terms were placed on the record. And the parties were given time to prepare and submit a written and signed settlement agreement.

The parties have agreed to a settlement and have prepared a settlement agreement indicating the terms thereof, which is attached and fully incorporated herein.

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

- 1 The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' 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.

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.

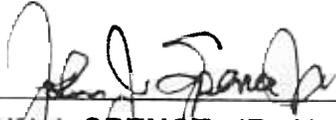
April 17, 2012

DATE

Date Received at Agency:

Date Mailed to Parties:

/mamf



JOHN J. SPENCE, JR. ALJ
April 17, 2012

4/27/12

4/27/12

EXHIBITS

Jointly submitted

J-1 Settlement Agreement

Frederick Fisher v. New Jersey American Water Company
BPU Docket No. WC11110841/OAL Docket No. PUC 00364-12

Settlement Agreement

2012 APR 18

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 Frederick Fisher, a NJAW customer residing at 1 Snug Harbor Avenue, Atlantic Highlands, New Jersey 07732, and having NJAW Account Number [REDACTED] ("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. The Parties agree that, in exchange for dropping any consequential property damage claim against NJAW related to the event that is the subject of the instant petition, BPU Docket No. WC11110841/OAL Docket No. PUC 00364-12, including any subrogation claim under the Customer's homeowner's insurance policy, NJAW will credit the Customer's account for the remaining balance of consumption charges related to this petition in the amount of \$1,542.79 in full and final settlement. Customer is responsible for paying the \$10 facilities charge.
2. 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.
3. 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 as of this 17 day of April, 2012. 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.

Frederick Fisher v. New Jersey American Water Company

BPU Docket No. WC11110841/OAL Docket No. PUC 00364-12

**Settlement Agreement
Page 2 of 2**

DATE:

4/5/2012

CUSTOMER:

By: Frederick Fisher
Frederick Fisher

DATE:

4/9/2012

New Jersey-American Water Company, Inc.

By: Robert J. Brabston
Robert J. Brabston