

to credit Mr. Ramasubramanian's account in the amount of \$461.43. Mr. Ramasubramanian will make a payment of \$117.65 in full and final settlement of this matter.

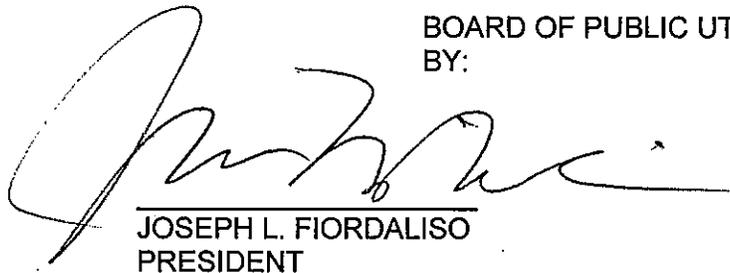
By Initial Decision issued on June 28, 2018, and submitted to the Board on June 29, 2018, ALJ Buck found that the Stipulation was voluntary, that its terms fully disposed of all issues in controversy and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

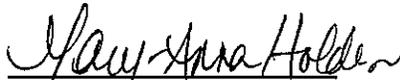
After review of the Initial Decision and the Stipulation, the Board **HEREBY FINDS** that the parties have voluntarily agreed to the settlement as evidenced by their signatures and that, by the terms of the Stipulation, they have fully resolved all outstanding contested issues in this matter. Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and the Stipulation executed by the parties in their entirety as if fully set forth herein.

The effective date of this Order is August 4, 2018.

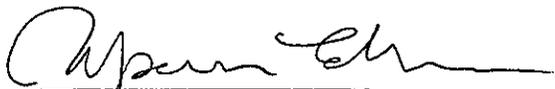
DATED: 7/25/18

BOARD OF PUBLIC UTILITIES
BY:

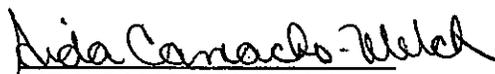

JOSEPH L. FIORDALISO
PRESIDENT


MARY-ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER


ROBERT M. GORDON
COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

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

KUMAR RAMASUBRAMANIAN

V.

**NEW JERSEY AMERICAN WATER
BPU DOCKET NO. WC17060642U
OAL DOCKET NO. PUC 17477-17**

SERVICE LIST

Kumar Ramasubramanian
48 Franklin Drive
Belle Mead, NJ 08502

Eric Hartsfield, Director
Julie Ford-Williams, Chief
Division of Customer Assistance
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Trenton, NJ 08625-0350

Emma Yao Xiao, DAG
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, NJ 07101

John T. Dillon
New Jersey American Water
167 John F. Kennedy Parkway
Short Hills, NJ 07078



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CASE MANAGEMENT

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

JUN 29 2018

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 17477-17

AGENCY DKT. NO. WC 17060642U

KUMAR RAMASUBRAMANIAN,

Petitioner,

v.

NEW JERSEY AMERICAN WATER,

Respondent.

Kumar Ramasubramanian, petitioner, pro se

John T. Dillon, Esq., for respondent

Record Closed: June 18, 2018

Decided: June 28, 2018

BEFORE CARL V. BUCK, III, ALJ:

STATEMENT OF THE CASE AND PROCEDURAL HISTORY

This matter was transmitted to the Office of Administrative Law (OAL) on November 28, 2017, 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.

Cms
K. Graham
D. Thomas
E. Hartsfield
J. Ford
R. Lambert
R. Matos
K. Flynn
D. Brantley
B. Agee
C. Vachier

On June 18, 2018; the parties filed a fully executed Settlement Agreement and the record closed on that date. I have reviewed the record and the terms of settlement and I **FIND**:

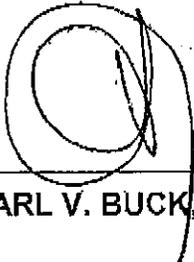
1. The parties have voluntarily agreed to the settlement as evidenced by their signatures and/or their representatives' signatures.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

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.

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.

June 28, 2018
DATE



CARL V. BUCK, III, ALJ

Date Received at Agency: _____ 6-29-18

Date Mailed to Parties: _____

lam



**NEW JERSEY
AMERICAN WATER**

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**STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW**

John T. Dillon
Corporate Counsel
167 John F. Kennedy Parkway
Short Hills, NJ 07078

P 973.564.5753
F 973.564.5708

June 14, 2018

Via Regular Mail

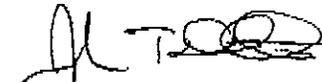
Hon. Carl Buck, III, ALJ
Office of Administrative Law
P.O. Box 049
Trenton, NJ 08625-0049

**Re: Ramasubramanian v. New Jersey American Water Company
BPU Docket No. WC17060642U
PUC 17477-2017 S**

Dear Judge Buck:

Enclosed is the signed settlement agreement memorializing what was discussed and agreed to upon on the record before Your Honor on May 31, 2018 with regard to the above-captioned matter. If this settlement meets with Your Honor's approval, the Parties respectfully request that Your Honor issue an Initial Decision, Settlement, accepting the terms and conditions of this settlement agreement, to be transmitted to the Board of Public Utilities (the "Board") for the Board's consideration.

Respectfully submitted,


John T. Dillon
Corporate Counsel

JTD:dle
Enc.

c: Kumar Ramasubramanian (via regular mail, w/enc.)

Ramasubramanian v. New Jersey American Water Company

BPU Docket No. WC17060642U

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 Kumar Ramasubramanian, a NJAW customer of the premises located at 48 Franklin Drive Montgomery, NJ 08502, and having NJAW Account Number [REDACTED] 0273 ("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 NJAW will issue a credit to the account of the Customer in the amount of \$461.43 and the Customer will make a payment to the account of \$117.65 in full and final settlement of the billing dispute in this matter.
2. Customer agrees to dismiss his complaint filed against NJAW under BPU Docket No. WC17060642U, 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 14th day of June, 2018. 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.

DATE:

06/09/2018

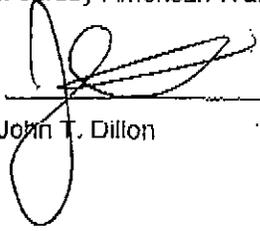
Kumar Ramasubramanian



DATE:

6/14/2018

New Jersey-American Water Company, Inc.

By: 
John T. Dillon

STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW
2018 JUN 18 PM 1:28
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