Agenda Date: 1/17/19 Agenda Item: VIIA



STATE OF NEW JERSEY

Board of Public Utilities 44 South Clinton Avenue, 3rd Floor, Suite 314 Post Office Box 350 Trenton, NJ 08625-0350 www.nj.gov/bpu/

Moshe I. Klein, Petitioner. CUSTOMER ASSISTANCE

ORDER ADOPTING INITIAL DECISION

New Jersey American Water, Respondent. BPU DOCKET NO. WC18060610U OAL DOCKET NO. PUC 13027-18

Parties of Record:

Moshe I. Klein, petitioner pro se Josiah Contarino, Esq., for respondent

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BY THE BOARD:

Moshe I. Klein ("Petitioner"), filed a petition with the Board of Public Utilities ("Board") on June 1, 2018 ("Petition") disputing charges associated with service provided by Respondent New Jersey American Water ("NJAW"). This matter was transmitted to the Office of Administrative Law ("OAL") on August 29, 2018, for determination as a contested case.

In the Petition, Petitioner alleged NJAW had incorrectly billed his account for water usage and sewage charges.

NJAW, in its answer dated August 17, 2018, denied the allegation that Petitioner was incorrectly billed. NJAW contended that services were supplied and billed in accordance with terms and conditions and rate schedules set forth in its Board approved Tariff. The Company requested that the relief sought by Petitioner be denied on the basis that Petitioner failed to set forth a claim upon which relief may be granted.

On August 29, 2018, the Board transferred the matter to the OAL for a 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 -23. The case was assigned to Administrative Law Judge ("ALJ") Carl V. Buck, III.

While this matter was pending in the OAL, the parties voluntarily agreed to resolve the matter and entered into a signed Stipulation of Settlement ("Stipulation") that was submitted to the ALJ on December 4, 2018. Pursuant to the terms of the Stipulation, and in order to fully resolve this

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matter, NJAW agreed to credit Petitioner's account in the amount of \$820.66. The settlement further provided that Petitioner would pay the outstanding balance on his account within 30 days of the settlement.

By Initial Decision issued on December 5, 2018, and submitted to the Board on December 6, 2018, ALJ Buck found that the Stipulation was voluntary, that its terms fully disposed of all issues in controversy, was consistent with the law, and satisfied the requirements of N.J.A.C. 1:1-19.1.

After review of the Initial Decision and the Stipulation, the Board <u>HEREBY FINDS</u> 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 <u>HEREBY ADOPTS</u> 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 January 27, 2019.

DATED: 1/1-7/19

BOARD OF PUBLIC UTILITIES BY:

JØŚEPH L. FIORDALISO

-JØSEPH L. FIORDALISC PRESIDENT

MÁRY-ANNA HOLDEN COMMISSIONER

UPENDRA J. CHIVUKULA 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

M Aslamon DIANNE SOLOMON

COMMISSIONER

ROBERT M. GORDON COMMISSIONER

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MOSHE I. KLEIN

V.

NEW JERSEY AMERICAN WATER BPU DOCKET NO. WC18060610U OAL DOCKET NO. PUC 13027-18

SERVICE LIST

Moshe I. Klein 177 Ridge Avenue Lakewood, New Jersey 08701

Josiah Contarino, Esq. Archer & Greiner, P.C. Court Plaza South, West Wing 21 Main St., Suite 353 Hackensack, New Jersey 07601-7095 jcontarino@archerlaw.com

Eric Hartsfield, Director Julie Ford-Williams, Chief Division of Customer Assistance Board of Public Utilities Post Office Box 350 Trenton, NJ 08625-0350 <u>Eric Hartsfield@bpu.nj.gov</u> Julie Ford@bpu.nj.gov

Peter Van Brunt, DAG Division of Law Post Office Box 45029 Newark, New Jersey 07101 Peter.VanBrunt@law.njoag.gov

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12/06/2018

Office of Administrative Law



State of New Jersey OFFICE OF ADMINISTRATIVE LAW

> INITIAL DECISION SETTLEMENT

OAL DKT. NO. PUC 13027-18

AGENCY DKT. NO. WC18060610U

MOSHE J. KLEIN,

Petitioner

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NEW JERSEY AMERICAN

WATER,

Respondent.

Moshe I. Klein, petitioner, pro se

Josiah Contarino, Esq., for respondent (Archer & Greiner, P.C., attorneys)		Cm
Record Closed: December 4, 2018	ecided: December 5, 2018	K. Graha D. Thomas
BEFORE CARL V. BUCK, III, ALJ:	· · · · · · · · · · · · · · · · · · ·	E-Hardsfiel J-Forel R. Lemberd
On September 7, 2018, this matter was	transmitted to the Office of	R. Matos
Administrative Law for determination as a contested case, pursuant to N.J.S.A.		K. Flynn
52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13.		S. Brantley
		S-Patravde
The neglige entered into according with a set in a still the set of the set o		C. Vachier
parties have filed a Settlement Agreement and Rel	ease (J-1) indicating the terms	- vichier
thereof, which is attached and fully incorporated herein.	· · ·	

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

New Jersey is an Equal Opportunity Employer

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OAL-DKT. NO, PUC 7755-14

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 <u>N.J.A.C.</u> 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 <u>N.J.S.A.</u> 52:14B-10.

N. Sto

December 5, 2018 DATE

CARL V. BUCK, III, ALJ

Date Received at Agency:

Date Mailed to Parties:

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Moslie I. Klein v. New Jersey-American Water Company

OAL Docket No. PUC 13027-2018 5 BPU Dooker No. WC18060610U

SETTLEMENT ACREEMENT AND RELEASE

2018 (20-11-12) 30 32 This Settlement Agreement is made by and between New Jersoy-American Water Company, Inc.

("NJAW"), a corporation doing business at 1025 Laurel Oak Road, Voorhees, New Jersey 08043, Naflall

Y. Weinberger, NJAW customer of the premises located at 177 Ridge Avenue, Lakewood, New Jersey

08701, New Jersey, with account number (1990) 0081, and Moshe J. Klein, the tenant of the premises

("Customers") (NJAW and Customers collectively 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:

- The Parifies agree that NJAW will issue a credit to account number (Departure)0081 in the amount ۱. of \$820.66 (i.e., \$352.86 for water usage and \$467.80 for sewer charges) in full and final settlement of the billing dispute in this matter by the 15th of December 2018, after which Customers will pay the outstanding balance on account number 210026170081 within 30 days.
- Customers agree to dismiss with prejudice the complaint filed against NJAW under OAL Docket 2. No. PUC-13027-2018 S and BPU Docket No. WC 18060610U within 30 days after NJAW issues the credit described in paragraph 1, above. Customers hereby release any and all claims, known or unknown, brought or that could have been brought against NIAW from the beginning of the world until the date of this Settlement Agreement.
- 3. This Settlement Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Jorsey. In the event that a provision of this Settlement Agreement is deemed unenforceable, those portions not deemed unentorceable shall remain in full force and ciffect.

4. Any modification of this Settlement Agreement, or additional obligation(s) assumed by either of the Parties in connection with this Seulement 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 4th. day of December 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. Customers further acknowledge that they have fully reviewed this Settlement Agreement and understand its contents.

Moshe I. Klein By: Moshe I. Klein De Dated: By; Naftali Weinberger Dated:

New Jersey-American Water Company, Inc.

·By: Stephen Bish Dated: