

Avenue, Asbury Park, New Jersey ("Asbury Park Residence"). NJAWC contended that service to the West Long Branch Residence started approximately on December 22, 2015, and the account's history shows consistent and regular use for January, February, March, April, May, June, July and August 2016. On August 28, 2016, Petitioner directed NJAWC to stop water service. On August 30, 2016 NJAWC issued a final bill to the Petitioner in the amount of \$473.13. On October 3, 2016 Petitioner started a new account with NJAWC for the Asbury Park Residence. NJAWC applied the \$473.13 balance for the West Long Branch residence to the new account. NJAWC contends that the Petitioner failed to make regular payments for water usage at the West Long Branch residence and subsequently did not make payments for water services at the Asbury Park residence. This resulted in an additional unpaid balance. NJAWC further contends that even if Petitioner was not living at the West Long Branch Residence for a period of time, it was the Petitioner's responsibility to direct NJAWC to stop water services. Further, Petitioner failed to provide proof that she had moved out of the West Long Branch Residence prior to August 2016.

On June 5, 2019, this matter was transmitted by the Board to the Office of Administrative Law ("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 -13. This matter was assigned to Administrative Law Judge ("ALJ") Elaine B. Frick.

A Settlement Agreement and General Release were made between NJAW and Petitioner dated August 14, 2019 resolving all issues in this matter.

DISCUSSION AND FINDINGS

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, Petitioner agreed to pay her outstanding balance of \$1,436.08 minus \$248.62 credit resulting in a \$1,187.46 past due charge for services at her West Long Branch and Asbury Park residences. Petitioner has agreed to pay \$30 per month beginning on September 13, 2019, for six months towards the outstanding balance. Petitioner will then pay \$56.00 per month beginning March 13, 2020, for 18 months to satisfy the remaining balance due. While making these installment payments, Petitioner must also pay for monthly usage in a timely manner.


By Initial Decision issued on August 16, 2019, and submitted to the Board on August 20, 2019, ALJ Hughes found that the Stipulation was voluntary, its terms fully disposed of all issues in controversy, it was consistent with the law, 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.

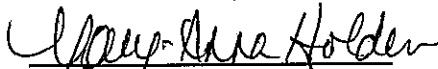
The effective date of this Order is September 21, 2019

DATED: 9/11/19

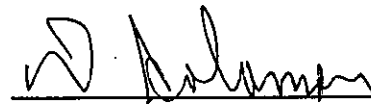
BOARD OF PUBLIC UTILITIES
BY:



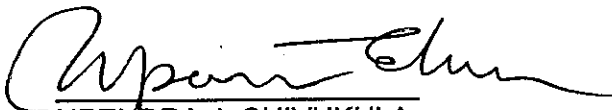
JOSEPH L. FIORDALISO
PRESIDENT



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

VANESSA BARNES BEY

V.

NEW JERSEY AMERICAN WATER COMPANY

**BPU DOCKET NO. WC19040487U
OAL DOCKET NO. PUC 07717-19**

SERVICE LIST

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 07717-19

AGENCY DKT. NO. WC19040487U

VANESSA BARNES BEY,

Petitioner,

v.

NEW JERSEY AMERICAN

WATER COMPANY,

Respondent.

Vanessa Barnes Bey, petitioner, pro se

Josiah Contarino, Esq., for respondent, (Archer & Greiner, P.C., attorneys)

Record Closed: August 14, 2019

Decided: August 16, 2019

BEFORE **ELAINE B. FRICK, ALJ:**

This matter was filed with the Office of Administrative Law (OAL) on June 7, 2019, for a determination as a contested case, regarding a billing dispute. N.J.S.A. 52:14B-1 to B-15 and N.J.S.A. 52:14F-1 to F-13.

The parties appeared on August 13, 2019, for an in-person settlement conference. Petitioner and respondent agreed to a settlement of all issues in dispute and signed a

Cm:
K. Gray
D. Thomas
E. Hartsf
J. Ford
R. Lamb
R. Matos
K. Flynn
S. Patruel
C. Vachie

OAL DKT. NO: PUC 07717-19

written outline of their agreement (J-1) on August 13, 2019, and August 14, 2019, respectively. The agreement is attached hereto and fully incorporated herein.

I have reviewed the record and the terms of the settlement. I heard testimony from the parties and/or their representatives, on August 14, 2019, who confirmed the terms of settlement and confirmed their intent to comply with same. I therefore **FIND** as **FACTS** the following:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures, and as confirmed on the record on August 14, 2019.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

I **CONCLUDE** that the agreement (J-1) meets the requirements of N.J.A.C. 17:1-19.1. Thus, I **CONCLUDE** the settlement should be approved. I 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.

OAL DKT. NO: PUC 07717-19

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.

August 16, 2019
DATE


ELAINE B. FRICK, ALJ

Date Received at Agency: 8-20-19

Date Mailed to Parties:

EBF/dm

Attachment



Josiah Contarino
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August 14, 2019

Via Federal Express

The Honorable Elaine Frick
State of New Jersey
Office of Administrative Law
1601 Atlantic Avenue, Suite 601
Atlantic City, NJ 08401

OFFICE OF ADMINISTRATIVE LAW
2019 AUG 15 A 10:50

Re: Barnes Bey, Vanessa v. NJ American Water Company
OAL Docket No. PUC 07717-2019- S
Agency Ref. No.: WC19040487u
Our Reference No. NEW248.00804

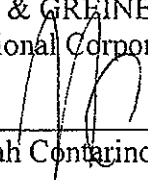
Dear Judge Frick:

Enclosed is the *original* Settlement Agreement signed by both parties in the above-referenced matter. As noted on the record on August 14, 2019, and as the Settlement Agreement requires, all installment payments must be made on or before the 13th of every month starting with September 13, 2019. A failure to timely pay the installment payment will automatically deactivate the installment plan.

We thank the Court for its courtesies and consideration in this matter.

Respectfully submitted,

ARCHER & GREINER
A Professional Corporation

BY: 

Josiah Contarino

JC:rm

Enclosure

cc: Vanessa Barnes Bey (w/enclosure – via certified mail)
John G. Taylor (w/enclosure – via email)

216946081v1

(V-1 evidence) ~~CAF~~ 08/15/2019

Vanessa Barnes-Bey v. N/American Water Co.

PUC 07767-2019

(1)

* 1,436.08 N/American Water Co. total bill
- 248.62 credit to VBB

* 1,187.46 due for past usage at
Wilong Branch & Ashbury Park

(2)

VBB shall pay \$30 per month,
beginning Sept 13, 2019, for six months
towards the outstanding balance of
\$1,187.46.

2019 AUG 15 A 10:58 AM
OFFICE OF ADMINISTRATIVE LAW

(3)

VBB shall pay \$56 per month,
beginning March 13, 2020, for eighteen months
to satisfy the remaining balance due.

(4)

While making these installment payments,
VBB must also pay for monthly usage
in a timely manner.

(5)

This resolves the billing dispute asserted
under OAL docket # PUC 07767-2019, Agency
#WC 190404874.

~~Vanessa Barnes-Bey~~ Vanessa Barnes-Bey

Vanessa Barnes-Bey

Date: 08/19/2019

Joseph Contarino, Esq.

Archer & Greiner, P.C.

Attorneys for N/American
Water

Date: 8/14/19