

Respondent filed an Answer to the Petition, dated April 24, 2019. Respondent contended that the water leak was on the customer's side of the service line. Respondent further asserted that Petitioner failed to provide evidence that the high water consumption was the result of anything other than the undisputed presence of the leak. Respondent also contended Petitioner was 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 May 17, 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") Carl V. Buck III.

A Stipulation of Settlement was agreed to between Respondent and Petitioner dated September 17, 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, Respondent has agreed to adjust the amount in dispute by \$750.00 for a revised amount of \$3,199.92 ("Revised Past Due Amount"). The Petitioner shall remit payment of the \$3,199.92 Revised Past Due Amount over a six-month period in six equal installments of \$533.32. The first installment shall be due no later than five (5) calendar days from the date of Initial Decision date of September 18, 2019 and subsequent payments shall be no later than the last business day of each calendar month.

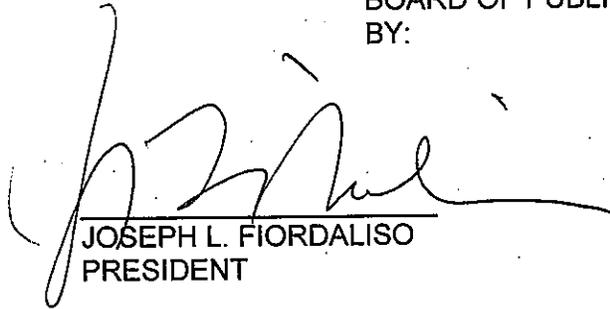
By Initial Decision issued on September 18, 2019, and submitted to the Board on September 30, 2019, ALJ Buck III found that the Stipulation was voluntary, its terms fully disposed of all issues in controversy, it was consistent with the law, and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

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.

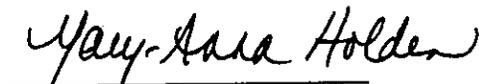
The effective date of this Order is November 4, 2019.

DATED: 10/25/19

BOARD OF PUBLIC UTILITIES
BY:



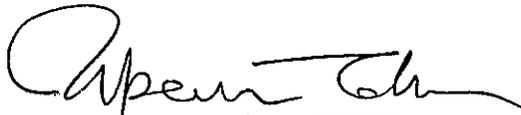
JOSEPH L. FIORDALISO
PRESIDENT



MARY-ANNA HOLDEN
COMMISSIONER



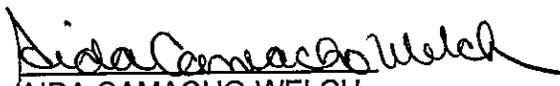
DIANNE SOLOMON
COMMISSIONER



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.

KEVIN FLOURNOY, PETITIONER

V.

MIDDLESEX WATER COMPANY, RESPONDENT

**BPU DOCKET NO. WC19040445U
OAL DOCKET NO. PUC 06832-19**

SERVICE LIST

Kevin Flournoy
867 South Middlesex Avenue
Colonia, NJ 07067

Jay L. Kooper, Esq.
Middlesex Water Company
485C Route 1 South, Suite 400
Iselin, NJ 08830

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

RECEIVED
CASE MANAGEMENT

SEP 30 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 06832-19

AGENCY DKT. NO. WC19040445U

KEVIN FLOURNOY,

Petitioner

v.

MIDDLESEX WATER

COMPANY,

Respondent.

Kevin Flournoy, petitioner, pro se

Jay L. Kooper, Esq., for respondent

Record Closed: September 17, 2019

Decided: September 18, 2019

BEFORE **CARL V. BUCK III**, ALJ:

On May 20, 2019, this matter was transmitted to the Office of Administrative Law 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.

The parties entered into successful settlement negotiations. As a result, the parties have filed a Stipulation of Settlement indicating the terms thereof, which is attached and fully incorporated herein.

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

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J. For
R. La,
R. Ma
K. Fl
S. Pat
C. Vacl

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.

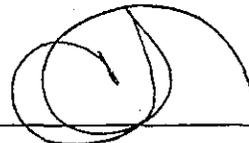
I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

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.

September 18, 2019

DATE



CARL V. BUCK III, ALJ

Date Received at Agency:

9-20-19

Date Mailed to Parties:

9-20-19

lam



Via Facsimile: (609) 689-4100 and Overnight Mail
September 16, 2019

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2019 SEP 17 A 9:31
STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

Honorable Carl V. Buck III, ALJ
Administrative Law Judge
New Jersey Office of Administrative Law
3444 Quakerbridge Road
Quakerbridge Plaza, Building 9
Mercerville (Hamilton Twp.), New Jersey 08619

RE: Kevin Flournoy v. Middlesex Water Company
Billing Dispute (Account # 0253500000)
BPU Docket No. WC19040445U
OAL Docket No. PUC 06832-2019S

Dear Judge Buck:

Enclosed please find a Stipulation of Settlement executed by both Petitioner, Kevin Flournoy and Respondent, Middlesex Water Company resolving all issues with respect to the above-referenced docket numbers. The enclosed Stipulation is submitted for Your Honor's review and consideration.

With the submission of the enclosed, the parties also believe the tentative status conference scheduled for September 19, 2019 is no longer necessary pending Your Honor's review of the enclosed.

Sincerely,

A handwritten signature in cursive script that reads 'Jay Kooper'.

Jay L. Kooper
Vice President, General Counsel & Secretary
Middlesex Water Company

9/17/19
Ok for settlement
cancel Conf call
OVB

cc: Mr. Kevin Flournoy (via e-mail and overnight mail).

04/22/19
JK

Middlesex Water Company
Kevin Flournoy v. Middlesex Water Company
Billing Dispute
BPU Docket No. WC19040445U
~ Service List ~

MIDDLESEX WATER COMPANY

Jay Kooper
Middlesex Water Company
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Tel: (732) 638-7506
jkooper@middlesexwater.com

PETITIONER

Kevin Flournoy
867 South Middlesex Avenue
Colonia, NJ 07067
Tel: (732) 221-2467

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES
OFFICE OF ADMINISTRATIVE LAW

Kevin Flournoy,
Petitioner

BPU DOCKET NO. WC19040445U
OAL DOCKET NO. PUC06832-2019S

v.

Middlesex Water Company,
Respondent

STIPULATION OF SETTLEMENT

APPEARANCES:

Kevin Flournoy, *Pro Se*, Petitioner

Jay L. Kooper, Esq., Vice President, General Counsel & Secretary, on behalf of Middlesex Water Company, Respondent

TO THE HONORABLE CARL V. BUCK III, ALJ AND THE BOARD OF PUBLIC UTILITIES:

WHEREAS, Middlesex Water Company ("Middlesex Water") provides water service to Mr. Kevin Flournoy ("Mr. Flournoy") at his residence located at 867 South Middlesex Avenue in Colonia, New Jersey; and

WHEREAS, Mr. Flournoy filed a Petition with the New Jersey Board of Public Utilities ("Board") on or about April 10, 2019 disputing two bills issued – one in November 2018 and one in February 2019 – for Mr. Flournoy's customer account on the basis of what Mr. Flournoy believed were inaccurate bill amounts that were a result of high volumes of water usage Mr. Flournoy believed to be inaccurate; and

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STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

WHEREAS, Middlesex Water filed an Answer to the Petition on or about April 23, 2019, asserting that the amounts billed to Mr. Flournoy in the two bills in dispute were accurate as rendered; and

WHEREAS, Mr. Flournoy and Middlesex Water are both in agreement that the bill amount in dispute from the November 2018 and February 2019 bills is \$3,949.92; and

WHEREAS, on or about May 17, 2019 the Board transmitted this matter to the New Jersey Office of Administrative Law ("OAL") as a contested case for adjudication and Administrative Law Judge Carl V. Buck III was assigned to hear the case; and

WHEREAS, a telephone pre-hearing conference was held by Judge Buck on July 15, 2019 followed by an in-person settlement conference before Judge Buck on September 5, 2019; and

WHEREAS, the parties have engaged in negotiations and, in the interest of resolving this matter without further delay and cost, have decided to settle this matter by Stipulation of Settlement ("Stipulation").

IT IS THEREFORE AGREED AS FOLLOWS:

1. Middlesex Water will adjust the \$3,949.92 amount that is in dispute by \$750 for a revised past amount due of \$3,199.92 ("Revised Past Due Amount").
2. Mr. Flournoy shall remit payment of the \$3,199.92 Revised Past Due Amount over a six-month period in six equal installments of \$533.32. The first installment shall be due no later than five (5) calendar days from the date of an Initial Decision approving this Stipulation of Settlement and each subsequent payment shall be due no later than the last business day of each calendar month.

3. Mr. Flournoy shall remain timely and current in payment of all current and future bills issued by Middlesex Water to Mr. Flournoy during the six-month period of repayment of the Revised Past Due Amount.

4. In the event Mr. Flournoy is delinquent in payment of any installment of the Revised Past Due Amount as set forth in Paragraph 2 above, or fails to remain timely and current in payment of all current and future bills issued by Middlesex Water as set forth in Paragraph 3 above by a period of fifteen (15) calendar days from the due date, Middlesex Water by written notice shall demand and be entitled to receive remittance of the entire remaining Revised Past Due Balance owed. In the event Mr. Flournoy does not repay the entire remaining Revised Past Due Balance within ten (10) calendar days from the date of the written notice from Middlesex Water confirming said delinquency, Middlesex Water shall be entitled to terminate water service to Mr. Flournoy consistent with Section 8.10 of Middlesex Water's Tariff For Water Service dated August 24, 2018.

5. Each installment payment of the Revised Past Due Amount shall be addressed by Mr. Flournoy to Middlesex Water as follows:

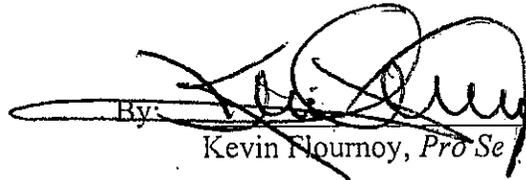
Middlesex Water Company
485C Route One South, Suite 400
Iselin, New Jersey 08830
Attn: Mr. Joseph Herits
Manager, Customer Service Department

6. This Stipulation of Settlement provides for a final resolution of this proceeding and releases each party from further action or liability in this matter. The parties recommend in favor of and request an Initial Decision and Board Order accepting this Stipulation in its entirety and dismissing the Petition with prejudice.

7. The undersigned agree that this Stipulation of Settlement contains mutually balancing and interdependent provisions and is intended to be accepted and approved in its entirety. In the event any particular aspect of this Settlement is not accepted or approved by the Board or modified by the Board, the party that is adversely affected by the modification can either accept the modification or declare the Settlement to be null and void, and the parties shall be placed in the same position they were in immediately prior to its execution.

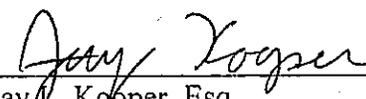
KEVIN FLOURNOY

9-13-2019
Date

By: 
Kevin Flournoy, *Pro Se*

MIDDLESEX WATER COMPANY

9/16/2019
Date

By: 
Jay L. Kooper, Esq.
Vice President, General Counsel & Secretary