

A Stipulation of Settlement was agreed to between Respondent and Petitioners dated December 19, 2018 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 credit the Petitioners in the amount of \$532.73, leaving a balance due of \$992.97. Petitioners agreed to make an initial payment of \$200.00 and then begin a five (5) month installment plan with the four payments in the amount of \$158.00 and the final or fifth payment in the amount of \$160.97. In addition to the installment plan set forth herein, Petitioners are also required to pay their current and prospective bills, when due, for use and consumption of water to the Respondent, in the ordinary course of business.

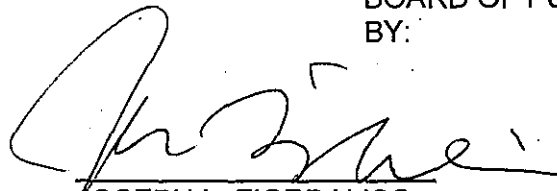
By Initial Decision issued on October 1, 2019, and submitted to the Board on October 4, 2019, ALJ Baron found that the Stipulation was voluntary, its terms fully disposed of all issues in controversy, it was consistent with the law, and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

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.

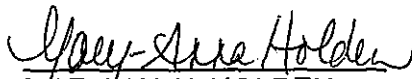
The effective date of this Order is November 23, 2019.

DATED: 11/13/19

BOARD OF PUBLIC UTILITIES
BY:



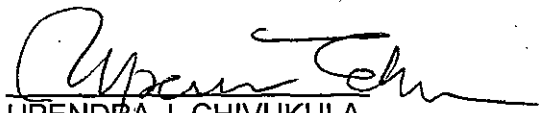
JOSEPH L. FIORDALISO
PRESIDENT



MARYANNA HOLDEN
COMMISSIONER



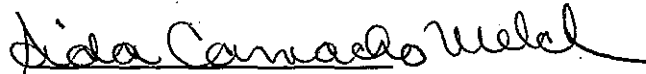
DIANNE SOLOMON
COMMISSIONER



UPENDRA J. CHIVUKULA
COMMISSIONER



ROBERT M. GORDON
COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

KENNETH AND CHRISTINE MAROTTE, PETITIONER

V.

NEW JERSEY AMERICAN WATER COMPANY, RESPONDENT

BPU DOCKET NO. WC18050505U

OAL DOCKET NO. PUC 13026-18

SERVICE LIST

Kenneth and Christine Marotta
9 Keith Jeffries Avenue
Cranford, NJ 0716-2708

Josiah Contarino, Esq.
Archer & Greiner, PC
21 Main Street, Suite 353
Hackensack, NJ 07602
jcontarino@archerlaw.com

Julie Ford-Williams, Director
Division of Customer Assistance
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Trenton, NJ 08625-0350
julie.ford@bpu.nj.gov

Matko Ilic
Deputy Attorney General
Department of Law and Public Safety
Richard J. Hughes Justice Complex
Public Utilities Section
25 Market Street, P.O. Box 112
Trenton, NJ 08625
Matko.Ilic@law.njoag.gov

RECEIVED
CASE MANAGEMENT

BOARD OF PUBLIC UTILITIES

OCT 04 2019
BOARD OF PUBLIC UTILITIES
TRENTON, NJ



OCT 04 2019

MAIL RECEIVED

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 13026-18

AGENCY DKT. WC18050505U

KENNETH AND CHRISTINE MAROTTA,

Petitioner,

v.

**NEW JERSEY AMERICAN WATER
COMPANY,**

Respondent.

Kenneth and Christine Marotta, petitioners, pro se

**Joshiah Contarino, Esq., Corporate Counsel, for respondent (Archer & Greiner,
attorneys)**

Record Closed: November 19, 2018

Decided: October 1, 2019

BEFORE **ANDREW M. BARON ALJ:**

This matter was transmitted to the Office of Administrative Law on September 7, 2018 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 have settled this matter and have filed a settlement agreement and release indicating the terms thereof, which is attached and fully incorporated herein.

Cm.
K. Greiner
D. Thomas
J. Ford
R. Lamb
R. Metos
K. Flynn
S. Patnaud
P. Owen

Having reviewed the record and the terms of the settlement and release, I **FIND**:

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

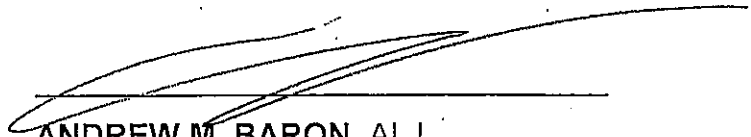
I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and, therefore, **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

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.

October 2, 2019 _____

DATE



ANDREW M. BARON, ALJ

Date Received at Agency: _____

Date Mailed to Parties: _____

mm
Attachment



Josiah Contarino
Member of NJ & NY Bars

jcontarino@archerlaw.com
201-498-8541 (Ext. 7541) Direct
201-342-6611 Direct Fax

December 19, 2018

Archer & Greiner, P.C.
Court Plaza South, West Wing
21 Main Street, Suite 353
Hackensack, NJ 07601-7095
201-342-6000 Main
201-342-6611 Fax
www.archerlaw.com

Via New Jersey Lawyers Service

The Honorable Andrew Baron
State of New Jersey
Office of Administrative Law
33 Washington Street
Newark, NJ 07102

Re: Kenneth & Christine Marotta v. New Jersey-American Water Company
OAL Docket No.: PUC 13026-2018 N
BPU Docket No.: WC18050505U
Our Reference No.: NEW248.00931

Dear Judge Baron:

This firm represents New Jersey-American Water Company, Respondent, in the above-referenced matter. We write to advise the Court that the parties have resolved this matter. In that regard, please find enclosed a fully executed Settlement Agreement and Release.

We thank the Court for its courtesies and consideration of this submission.

Respectfully submitted,

ARCHER & GREINER
A Professional Corporation

BY: 15/ Josiah Contarino
Josiah Contarino

Enclosures

cc: Kenneth and Christine Marotta, Petitioners (w/enclosures-via email)

215683488v1

Kenneth and Christine Marotta v. New Jersey-American Water Company

OAL Docket No. PUC 13026-2018 N

BPU Docket No. WC18050505U

SETTLEMENT AGREEMENT AND RELEASE

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 Kenneth and Christine Marotta, NJAW customers of the premises located at 9 Keith Jeffries Ave., Cranford, New Jersey, and having account number 1018- [REDACTED] ("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:

1. The Parties agree that NJAW will issue a credit to the Customers in the amount of \$532.73 in full and final settlement of the billing dispute in this matter by December 21, 2018, leaving a balance due of \$992.97. In satisfaction of that amount, Customers will make an initial payment of \$200 by December 31, 2018, and will begin a 5-month installment plan thereafter. Customers shall pay to NJAW, either online or at its billing office located at New Jersey American Water, Box 371331, Pittsburgh, PA 15250-7331, the monthly installment payments as follows: \$158, \$158, \$158, \$158, and \$160.97, as reflected in and by the due date listed on Customers' monthly invoices. Nothing in this agreement relieves the Customers from paying, when due, their obligations for use and consumption on a going forward basis for bills sent by NJAW in the ordinary course.
2. Customers agree to dismiss with prejudice their complaint filed against NJAW under OAL Docket No. PUC 13026-2018 N and BPU Docket No. WC18050505U 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 NJAW 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 Jersey. In the event that a 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 of the Parties 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 19th 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.

Kenneth and Christine Marotta

By: Kenneth Marotta
Kenneth Marotta
Dated: 12/17/2018

By: Christine Marotta
Christine Marotta
Dated: 12/17/18

New Jersey-American Water Company, Inc.

By: Stephen Bishop
Stephen Bishop
Dated: 12/19/18