



Agenda Date: 2/23/22  
Agenda Item: VIIA

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
44 South Clinton Avenue, 1<sup>st</sup> Floor  
Post Office Box 350  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

CUSTOMER ASSISTANCE

|   |   |                             |
|---|---|-----------------------------|
| <b>CONGREGATION M’KOR SHALOM,</b>         | ) | ORDER ADOPTING              |
| Petitioner,                               | ) | INITIAL DECISION            |
|   | ) |                             |
| v.  | ) |                             |
|   | ) |                             |
| <b>NEW JERSEY AMERICAN WATER COMPANY,</b> | ) | BPU Docket No. WC21081103U  |
| Respondent.                               | ) | OAL Docket No. PUC 09419-21 |

**Parties of Record:**

**Alan H. Schorr, Esq.** (Schorr & Associates, P.C., attorneys) on behalf of Petitioner, Congregation M’Kor Shalom  
**Josiah Contarino, Esq.**, (Archer & Greiner, PC) on behalf of Respondent, New Jersey American Water Company

BY THE BOARD:

The within matter is a billing dispute between Congregation M’Kor Shalom (“Petitioner”) and New Jersey American Water Company (“NJAW” or “Respondent”). This Order sets forth the background and procedural history of Petitioner’s claims and represents the Final Order in the matter, pursuant to N.J.S.A. 52:14B-1 to B-15 and N.J.S.A. 52:14F-1 to F-13. Having reviewed the record, the New Jersey Board of Public Utilities (“Board”) now **ADOPTS** the Initial Decision rendered on January 6, 2022, as follows.

**PROCEDURAL HISTORY**

On or about August 27, 2021, Petitioner filed a petition with the Board requesting a formal hearing, stating NJAW incorrectly billed their account for the months of July, August and September, 2020 for over \$16,000.00 for a water leak that Petitioner alleged did not occur. The Petitioner requested the Board’s assistance in resolving this matter with Respondent.

Respondent filed an Answer to the petition, dated September 17, 2021. In its answer, Respondent contended that the total amount of water usage during the period in question was 2,443,000 gallons, an average of 814,333 per month. NJAW notified the Petitioner of the high-water usage on July 21, 2020 by letter, which indicated the high usage could be the result of a leak. The Petitioner was advised to have the premises inspected for possible leaks. NJAW

requested that the Petitioner contact NJAW if they could not determine the reason for higher water usage. On September 8, 2020, NJAW visited the Petitioner's premises and verified the meter was showing water usage and that Petitioner had been billed appropriately. The meter was removed and tested on May 17, 2021 and registered as running slow, meaning less water was registering that actually went through the meter.

On November 5, 2021, 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") Jeffrey N. Rabin.

A Settlement Agreement and General Release ("Settlement"), dated December 28, 2021, was made between NJAW and Petitioner resolving all issues in this matter. Pursuant to the terms of the Settlement, and in order to fully resolve this matter, NJAW agreed to issue a credit in the amount of \$2,801.37, in full and final settlement of the billing dispute by December 31, 2021. The Petitioner agreed to pay the outstanding balance on the account within 45 days after this date. The Petitioner also agreed to dismiss with prejudice the complaint filed against NJAW within 30 days after NJAW issues the credit.

By Initial Decision issued on January 6, 2022, and submitted to the Board on January 11, 2022, ALJ Rabin found that the Settlement was voluntary, its terms fully disposed of all issues in controversy, it was consistent with the law, and that it satisfied the requirements on N.J.A.C. 1:1-19.1.

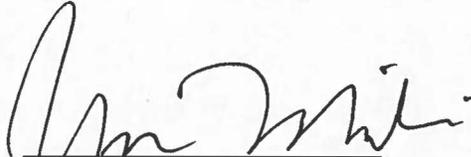
### **DISCUSSION AND FINDINGS**

After review of the Initial Decision and the Settlement, 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 Settlement, they have fully resolved all outstanding contested issues in this matter. Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and the Settlement executed by the parties in their entirety as if fully set forth herein.

The effective date of this Order is March 2, 2022.

DATED: February 23, 2022

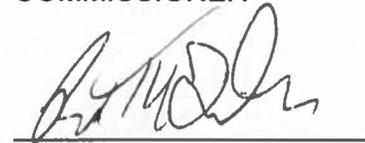
BOARD OF PUBLIC UTILITIES  
BY:

  
\_\_\_\_\_  
JOSEPH L. FIORDALISO  
PRESIDENT

  
\_\_\_\_\_  
MARY-ANNA HOLDEN  
COMMISSIONER

  
\_\_\_\_\_  
DIANNE SOLOMON  
COMMISSIONER

  
\_\_\_\_\_  
UPENDRA J. CHIVUKULA  
COMMISSIONER

  
\_\_\_\_\_  
ROBERT M. GORDON  
COMMISSIONER

ATTEST:   
\_\_\_\_\_  
AIDA CAMACHO-WELCH  
SECRETARY

CONGREGATION M'KOR SHALOM  
V.  
NEW JERSEY AMERICAN WATER COMPANY

BPU DOCKET NO. WC21081103U  
OAL DOCKET NO. PUC 09419-21

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**State of New Jersey**  
**OFFICE OF ADMINISTRATIVE LAW**

**INITIAL DECISION**

**SETTLEMENT**

OAL DKT. NO. PUC 09419-21

AGENCY DKT. NO. WC21081103U

**CONGREGATION M'KOR SHALOM,**

Petitioner,

v.

**NEW JERSEY AMERICAN WATER COMPANY,**

Respondent.

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**Alan H. Schorr, Esq.**, for petitioner (Schorr & Associates, P.C., attorneys)

**Josiah Contarino, Esq.**, for respondent (Archer & Greiner, PC, attorneys)

Record Closed: December 29, 2021

Decided: January 6, 2022

BEFORE **JEFFREY N. RABIN**, ALJ:

Petitioner, Congregation M'Kor Shalom, disputes billing by respondent, New Jersey American Water Company. On November 5, 2021, 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 Settlement Agreement indicating the terms thereof, which is attached and fully incorporated herein.

I have reviewed the record and the terms of the Settlement Agreement and I **FIND**:

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

I **CONCLUDE** that the Settlement Agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the Settlement Agreement should be approved. I approve the Settlement Agreement 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.

January 6, 2022  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
**JEFFREY N. RABIN, ALJ**

Date Received at Agency:

1/11/2022  
\_\_\_\_\_

Date Mailed to Parties:

1/12/2022  
\_\_\_\_\_

/dw

**Congregation M'Kor Shalom v. New Jersey-American Water Company**

OAL Docket No. PUC 09419-2021 S  
BPU Docket No. WC21081103U

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release ("Settlement Agreement") is made by and between New Jersey-American Water Company, Inc. ("NJAW"), a corporation doing business at 1 Water Street, Camden, NJ 08102, and Congregation M'Kor Shalom, a NJAW customer at the premises located at 850 Evesham Road, Cherry Hill, NJ 08003, account number [REDACTED] ("Customer") (NJAW and Customer 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 account number [REDACTED] in the amount of \$2,801.37 in full and final settlement of the billing dispute in this matter by the 31st of December 2021, after which Customer will pay the outstanding balance on account number [REDACTED] within 45 days.
2. Customer agrees to dismiss with prejudice the complaint filed against NJAW under OAL Docket No. PUC 09419-2021 S and BPU Docket No. WC21081103U within 30 days after NJAW issues the credit described in paragraph 1, above. Customer hereby releases 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 28 day of December 2021. 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 it has fully reviewed this Settlement Agreement and understand its contents.

**Congregation M'Kor Shalom**

By: IA MR  
(Print)

Dated: 12-28-2021

**New Jersey-American Water Company, Inc.**

By: John Taylor  
(Print)

Dated: 12/28/21