

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.

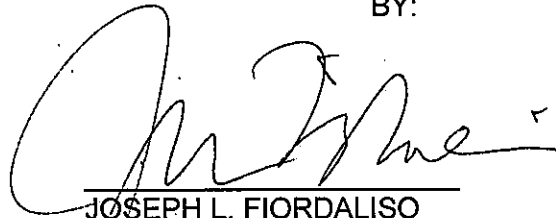
By Initial Decision issued on December 5, 2018, and submitted to the Board on December 6, 2018, ALJ Buck found that the Stipulation was voluntary, that its terms fully disposed of all issues in controversy, was consistent with the law, and satisfied the requirements of N.J.A.C. 1:1-19.1.

After review of the Initial Decision and the Stipulation, the Board **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.


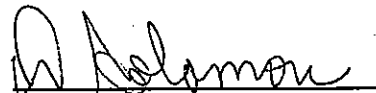

The effective date of this Order is January 27, 2019.

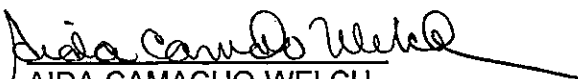
DATED: 1/17/19

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.

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
Eric.Hartsfield@bpu.nj.gov
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



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 13027-18

AGENCY DKT. NO. WC18060610U

MOSHE I. KLEIN,

Petitioner

v.

NEW JERSEY AMERICAN

WATER,

Respondent.

Moshe I. Klein, petitioner, pro se

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

Record Closed: December 4, 2018

Decided: December 5, 2018

BEFORE CARL V. BUCK, III, ALJ:

On September 7, 2018, 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 and Release (J-1) indicating the terms thereof, which is attached and fully incorporated herein.

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

Cm
K. Graham
D. Thomas
E. Hartsfield
J. Forel
R. Lambert
R. Matos
K. Flynn
S. Brantley
S. Patravola
C. Vachier

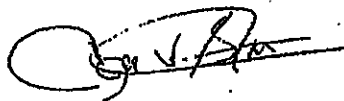
OAL-DKT. NO. PUC 7755-14

- 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 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.



December 5, 2018
DATE

CARL V. BUCK, III, ALJ

Date Received at Agency:

Date Mailed to Parties:

lam

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

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

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, Naftali Y. Weinberger, NJAW customer of the premises located at 177 Ridge Avenue, Lakewood, New Jersey 08701, New Jersey, with account number [REDACTED] 0081, and Moshe I. 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:

1. The Parties agree that NJAW will issue a credit to account number [REDACTED] 0081 in the amount 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.
2. Customers agree to dismiss with prejudice the complaint filed against NJAW under OAL Docket No. PUC-13027-2018 5 and BPU Docket No. WC18060610U 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 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 Dec/3/18
Dated:

By:

Naftali Y. Weinberger
Dated: 12/3/2018

New Jersey-American Water Company, Inc.

By:

S. Bishop
Stephen Bishop
Dated: 12/4/18

2018 DEC 10 3 26