



Agenda Date: 1/18/12
Agenda Item: VIIIH

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, NJ 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

JAMESTOWNE VILLAGE ASSOCIATES, LLC,)	ORDER ADOPTING INITIAL
Petitioner)	DECISION SETTLEMENT
)	
v.)	
)	BPU DOCKET NO. WC10040254U
UNITED WATER OF NEW JERSEY,)	OAL DOCKET NO. PUC4770-10
Respondent)	

Parties of Record:

Sean D. Gertner, Esq., on behalf of Petitioner, Jamestown Village Associates, LLC
Robert C. Shea, Esq., on behalf of Respondent, United Water of New Jersey

BY THE BOARD:

On April 6, 2010, Jamestown Village Associates, LLC ("Petitioner") filed a petition with the Board of Public Utilities ("Board") challenging bills for water service rendered by United Water of New Jersey ("Respondent").

After receipt of Respondent's answer, this matter was transmitted by the Board to the Office of Administrative Law ("OAL") for hearing as a contested case and the matter was assigned to Administrative Law Judge ("ALJ") Donald J. Stein.

While this matter was pending at the OAL, the parties engaged in negotiations and entered into and signed a Settlement Agreement ("Agreement") that was submitted to the ALJ. By Initial Decision, to which the Agreement was attached and made part thereof, issued on November 22, 2011, and submitted to the Board on December 9, 2011, ALJ Stein found that the Agreement was voluntary, that its terms fully disposed of all issues in controversy and that it satisfied the requirements of N.J.A.C. 1:1-19.1. Pursuant to the terms of the Agreement, and in order to fully resolve this matter, the parties agreed that, with regard to the account number ending in the numerals "212," Petitioner will pay to Respondent the amount of \$9,187.02, which represents 50 percent of the outstanding balance due on the account, in 71 equal monthly payments of \$127.00 and a final payment of \$170.02. With regard to the account ending in the numerals "157," Petitioner will pay to Respondent the amount of \$10,948.74, which represents 50 percent of the outstanding balance due on the account, in 71 equal monthly payments of

\$150.00 and a final payment of \$298.74. The effective date of the agreement upon the execution of all necessary documents and is in full settlement of any claims that either party might have against the other.

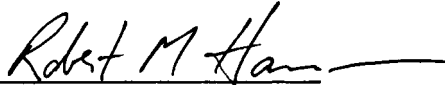
After review of the record and the Settlement Agreement of the parties, the Board HEREBY FINDS that the parties have voluntarily agreed to the Agreement as evidenced by their signatures and that by the terms of the Agreement, have fully resolved all outstanding contested issues in this matter.

Accordingly, the Board HEREBY ADOPTS the Initial Decision and the Settlement Agreement executed by the parties in their entirety as if fully set forth herein.

Therefore, based on the foregoing, the Board HEREBY ADOPTS the Initial Decision and the Settlement Agreement in their entirety and ORDERS that the petition of Jamestowne Village Associates, LLC be and is HEREBY DISMISSED with prejudice.

DATED: 1/18/12

BOARD OF PUBLIC UTILITIES
BY:

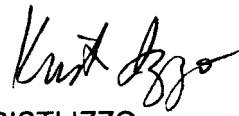

ROBERT M. HANNA
PRESIDENT


JEANNE M. FOX
COMMISSIONER

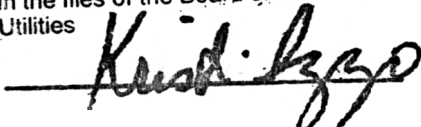

JOSEPH L. FIORDALISO
COMMISSIONER


NICHOLAS ASSELTA
COMMISSIONER


MARYANNA HOLDEN
COMMISSIONER

ATTEST: 
KRISTI IZZO
SECRETARY

I HEREBY CERTIFY that the within document is a true copy of the original in the files of the Board of Public Utilities



JAMESTOWNE VILLAGE ASSOCIATES, LLC

v.

UNITED WATER OF NEW JERSEY

BPU DOCKET NO. GC10040254U

OAL DOCKET NO. PUC4770-10

SERVICE LIST

Sean D. Gertner, Esq.
Gertner Riordan, LLC
P.O. Box 499
Lakewood, New Jersey 08701

Robert C. Shea, Esq.
R.C. Shea & Associates
244 Main Street – CN 2627
Toms River, New Jersey 08754-2627

Eric Hartsfield, Director
Julie Ford-Williams
Division of Customer Assistance
Board of Public Utilities
Two Gateway Center
Newark, New Jersey 07102

Caroline Vachier, DAG
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07102

BPU MAILROOM

DEC 09 2011

RECEIVED



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

RECEIVED
RSE MANAGEMENT

2011 DEC 2 AM 11:29

BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 4770-10

AGENCY DKT. NO. WC-10040254U

Forwarded
12/14/11

JAMESTOWNE VILLAGE ASSOCIATES, LLC,

Petitioner,

v.

UNITED WATER OF NEW JERSEY,

Respondent.

CMS
E. Deslow / Lloyd
DAG
RPA
C. Valchin
D. Lee-Thorne
J. Ford-Williams
R. Sambas
V. Hoynes

Sean D. Gertner, Esq., for petitioner (Gertner Riordan, LLC, attorneys)

Robert C. Shea, Esq., for respondent (R.C. Shea and Associates, attorneys)

Record Closed: November 4, 2011

Decided: November 22, 2011

BEFORE DONALD J. STEIN, ALJ:

This matter was transmitted to the Office of Administrative Law on June 9, 2010, 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 agreed to a settlement and have prepared a Settlement Agreement indicating the terms thereof, which is attached and fully incorporated herein.

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

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.

November 22, 2011
DATE



DONALD J. STEIN, ALJ

Date Received at Agency:

12 / 7 / 11

Date Mailed to Parties:

12 / 7 / 11

BPU MAILROOM

DEC

D.3/10/11

RECEIVED SETTLEMENT AGREEMENT

This Settlement Agreement made this 3rd day of August, 2011,

between

JAMESTOWNE VILLAGE ASSOCIATES, LLC

With offices at _____
(hereinafter "Petitioner")

and

UNITED WATER TOMS RIVER INC.

With offices at 200 Old Hook Road, Harrington park, New Jersey
(hereinafter collectively "Respondent")

2011 NOV - 4 P 4: 44

WHEREAS, on or about April 6, 2010, Petitioner filed a Petition with the New Jersey Board of Public Utilities (the "BPU"), OAL Docket number WC10040254U, contesting the amount of bills rendered to Petitioner by Respondent United Water Toms River Inc. (identified in the Petition as United Water and United Water Toms River) for water usage at two of Petitioner's apartment building, specifically Buildings 2 (account number 999-476- [redacted] and [redacted] (account number 999-476- [redacted]), both located at 160 James Street in the Township of Toms River, County of Ocean; and

WHEREAS, Respondent filed an Answer denying the allegations of Petitioner and stating that the bills rendered by Petitioner were proper and reasonable; and

WHEREAS, this matter was transferred to the Office of Administrative Law as a contested case pursuant to the Administrative Procedures Act; and

WHEREAS, prior to a hearing, the parties have amicably resolved this matter pursuant to the terms as set forth below;

NOW THEREFORE, it is hereby stipulated and agreed by and between the parties that this matter is settled upon the following terms and conditions:

1. **Settlement Of Account Number 999-476-██████████** The parties agree that the outstanding balance of account number 999-476-██████████ is \$18,374.04. The parties agree that this matter will be settled as to that account number with the Petitioner paying to Respondent the amount of \$9,187.02, said amount representing 50% of the outstanding balance due on this account. Payment shall be made in 71 equal monthly installments of \$127.00 and a final payment of \$170.02. Upon receipt of all payments required pursuant to this paragraph, the remaining balance in the amount of \$9,187.02 will be deemed paid. The terms of the deferred payments are more specifically set forth in the Deferred Payment Agreement dated March 4, 2011, attached hereto as Exhibit A, which Agreement shall be signed by Petitioner.

2. **Settlement Of Account Number 999-476-██████████** The parties agree that the outstanding balance of account number 999-476-██████████ is \$21,897.48. The parties agree that this matter will be settled as to that account number with the Petitioner paying to Respondent the amount of \$10,948.74, said amount representing 50% of the outstanding balance due on this account. Payment shall be made in 71 equal monthly installments of \$150.00 and a final payment of \$298.74. Upon receipt of all payments required pursuant to this paragraph, the remaining balance in the amount of \$10,948.74 will be deemed paid. The terms of the deferred payments are more specifically set forth in the Deferred Payment Agreement dated March 4, 2011, attached hereto as Exhibit B, which Agreement shall be signed by Petitioner.

3. Settlement of all claims. The payments as set forth above represent the settlement in full of all claims that Respondent has against Petitioner for water usage at Petitioner's two buildings. Petitioner waives any claims it may have against Respondent.

4. Withdrawal of Petition. Within 5 calendar days of the execution of this Agreement, Petitioner shall withdraw with prejudice its Petition to the BPU.

5. Counsel Fees. Each party shall be responsible for the payment of their own counsel fees.

6. Binding Upon The Parties. The parties are bound by this Agreement. Anyone who succeeds to their rights and responsibilities, such as heirs, successor and assigns, is also bound.

7. Effective Date. This Agreement shall be effective upon its execution by all parties and the execution of attached Exhibits A and B, the two Deferred Payment Agreements, by Petitioner.

8. Preparation of Agreement. This Agreement has been prepared by Robert C. Shea, Esquire on behalf of Respondent, United Water Toms River, and approved by Kevin A. Terhune, Esquire on behalf of Petitioner, Jamestowne Village Associates, LLC.

~~**9. Counterparts and/or Facsimile Signature.**~~ This Agreement may be executed in any number of counterparts, including counterparts transmitted by telecopier or FAX, any one of which shall constitute an original of this document. When all parties have executed counterparts or facsimile copies, they shall have the same effect as if the signatures to each counterpart or copy were upon the same document and copies of such documents shall be deemed valid as originals. The parties agree that all such signatures

may be transferred to a single document upon the request of any party.

10. Signatures. The parties understand and agree to the terms of this Settlement Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned execute this Settlement Agreement
intending to be legally bound by its terms.

Witness:

Richard Kainer

Petitioner: Jamestowne Village Associates, LLC

By: *Ramon Karon*
Member

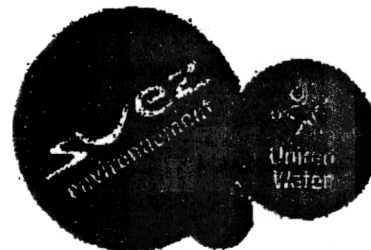
Witness:
Attest:

[Signature]

Respondent: United Water Toms River Inc.

By: *May T Campbell*

UNITED WATER
Billing and Collections Department
69 DeVoe Place
Hackensack, NJ 07601
FAX 201-525-2332
www.unitedwater.com



March 4, 2011

Jamestowne Village Inc
PO Box D
Toms River, NJ 08754

WUC 100402544

Deferred Payment Agreement Terms

Account Holder: Jamestowne Village Inc.
Account Number: 999 476
Service Address: 160 James Street—Bldg 2, Toms River New Jersey
Telephone Number: 732 244 2288

About This Agreement

In accordance with Section 14:3-7.7 of the New Jersey Administrative Code, this document sets forth the terms of an Agreement by you, as the customer of record, to make payments to United Water for an outstanding balance due and owing. United Water agrees not to discontinue service at your above-referenced property provided you return a signed copy of this Agreement to United Water and submit all payments outlined below within the specified timelines.

Payment Terms

<p>Outstanding Bill Amount: \$18,374.04</p> <p>Monetary adjustment of 50% to be applied upon satisfactory completion of installment payments: \$9,187.02</p>
--

Installment payments:

Payment of the remaining balance of \$9,187.02 shall be paid as follows:

Seventy one monthly payments of \$127.00 and a final payment of \$170.02, to be submitted along no later than the 4th day of each calendar month. Initial payment due on or before April 4, 2011.

If you default on any of the terms of the Agreement outlined above, United Water may discontinue service after providing a notice of discontinuance.

Deferred Payment Arrangement
Water Account # 999 476 212



Note: This payment agreement covers ONLY the outstanding balance listed above. You must stay current on all charges incurred going forward; future charges cannot be incorporated into this Agreement.

Change in Financial Circumstances:

If you cannot make the payments as required under this Agreement because of a significant change in your financial circumstances due to factors beyond your control, United Water may renegotiate and/or amend this deferred payment agreement. If such a financial change occurs, you must notify us prior to the due date of your next payment by contacting our Collections Department at (201) 525-2321.

Acceptance of this Agreement:

This Agreement must be signed and returned via mail or fax to United Water by: *Upon Receipt*

United Water Customer Service Center
69 DeVoe Place
Hackensack, NJ 07601
Fax: (201) 525-2332

If we do not receive your signed Agreement by the date noted above, we will consider this Agreement terminated and may discontinue service after providing a notice of discontinuance.

As the customer of record for the above-referenced account, I accept this Agreement.

Customer's signature: *Honey Karen* Date: *4/25/2011*

Company's signature: United Water Customer Service Date: March 4, 2011

UNITED WATER
Billing and Collections Department
69 DeVoe Place
Hackensack, NJ 07601
FAX 201-525-2332
www.unitedwater.com



March 4, 2011

Jamestowne Village Inc
PO Box D
Toms River, NJ 08754

Deferred Payment Agreement Terms

Account Holder: Jamestowne Village Inc.
Account Number: 999 476
Service Address: 160 James Street—Bldg 11, Toms River New Jersey
Telephone Number: 732 244 2288

About This Agreement

In accordance with Section 14:3-7.7 of the New Jersey Administrative Code, this document sets forth the terms of an Agreement by you, as the customer of record, to make payments to United Water for an outstanding balance due and owing. United Water agrees not to discontinue service at your above-referenced property provided you return a signed copy of this Agreement to United Water and submit all payments outlined below within the specified timelines.

Payment Terms

Outstanding Bill Amount: \$21,897.48

Monetary adjustment of 50% to be applied upon satisfactory completion of installment payments: \$10,948.74

Installment payments:

Payment of the remaining balance of \$10,948.74 shall be paid as follows:

Seventy one monthly payments of \$150.00 and a final payment of \$298.74, to be submitted along no later than the 4th day of each calendar month. Initial payment due on or before April 4, 2011.

If you default on any of the terms of the Agreement outlined above, United Water may discontinue service after providing a notice of discontinuance.

Deferred Payment Arrangement
Water Account # 999 476 157



Note: This payment agreement covers ONLY the outstanding balance listed above. You must stay current on all charges incurred going forward; future charges cannot be incorporated into this Agreement.

Change in Financial Circumstances:

If you cannot make the payments as required under this Agreement because of a significant change in your financial circumstances due to factors beyond your control, United Water may renegotiate and/or amend this deferred payment agreement. If such a financial change occurs, you must notify us prior to the due date of your next payment by contacting our Collections Department at (201) 525-2321.

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United Water Customer Service Center
69 DeVoe Place
Hackensack, NJ 07601
Fax: (201) 525-2332

If we do not receive your signed Agreement by the date noted above, we will consider this Agreement terminated and may discontinue service after providing a notice of discontinuance.

As the customer of record for the above-referenced account, I accept this Agreement.

Customer's signature: *Harvey Karan* Date: *4/25/2011*

Company's signature: United Water Customer Service Date: March 4, 2011