



Agenda Date: 1/25/17
Agenda Item: VIIB

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

THEODORE UBANWA,)	ORDER ADOPTING
Petitioner)	INITIAL DECISION SETTLEMENT
)	
v.)	
)	
NEW JERSEY AMERICAN WATER COMPANY)	BPU Docket No. WC16020115U
Respondent)	OAL Docket No. PUC 05168-16

Parties of Record:

Theodore Ubanwa, Petitioner, pro se
Stephen R. Bishop, Esq., for Respondent, New Jersey American Water Company

BY THE BOARD:

On February 11, 2016, Theodore Ubanwa ("Petitioner") filed a petition with the Board of Public Utilities ("Board") related to a billing dispute with New Jersey American Water Company ("New Jersey American" or "Respondent") for water services rendered by Respondent to the Petitioner.

After the filing of Respondent's answer, the Board transmitted this matter to the Office of Administrative Law ("OAL") for hearing and initial disposition as a contested case pursuant to N.J.S.A. 52:14B-1 et seq. and N.J.S.A. 52:14F-1 et seq. This matter was assigned to Administrative Law Judge ("ALJ") Kelly J. Kirk.

On October 31, 2016, the parties voluntarily agreed to resolve the matter and entered into a signed Stipulation of Settlement ("Stipulation") that was submitted to the ALJ. By Initial Decision issued on December 15, 2016, and submitted to the Board on December 16, 2016, to which the Stipulation was attached and made part thereof, ALJ Kirk found that the Stipulation 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 Stipulation, and in order to fully resolve this matter, the parties agreed that \$797.41 was in dispute, the Petitioner will pay \$200.00 as a full and final payment for the account ending in 0443. Petitioner will meet with a field representative of Respondent to discuss possible causes of high water usage and measures that can be implemented to address

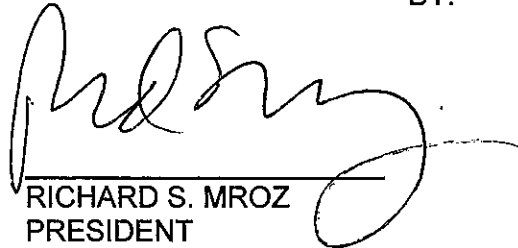
usage issues. Petitioner will make timely and complete water payments going forward from the date of settlement. Petitioner also agreed that the petition in the above matter be withdrawn.

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 February 4, 2017.

DATED: 1/25/17

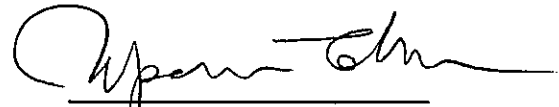
BOARD OF PUBLIC UTILITIES
BY:



RICHARD S. MROZ
PRESIDENT


JOSEPH L. FIORDALISO
COMMISSIONER

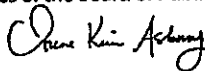

MARY-ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER

ATTEST: 
IRENE KIM ASBURY
SECRETARY

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



THEODORE UBANWA

v.

NEW JERSEY AMERICAN WATER COMPANY

**BPU Dkt. No. WC16020115U
OAL Dkt. No. PUC 05168-16**

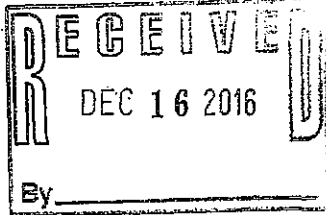
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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

RECEIVED

DEC 16 2016

BOARD OF PUBLIC UTILITIES
MAIL ROOM

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 05168-16

AGENCY DKT. WC16020115U

THEODORE UBANWA,

Petitioner,

v.

**NEW JERSEY AMERICAN WATER
COMPANY,**

Respondent.

Theodore Ubanwa, petitioner, pro se

Stephen R. Bishop, Esq., Corporate Counsel, for respondent

Record Closed: November 22, 2016

Decided: December 15, 2016

BEFORE KELLY J. KIRK ALJ:

This matter was transmitted to the Office of Administrative Law on April 5, 2016, B. Agee
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 indicating the terms thereof, which is attached and fully
incorporated herein.

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

*CMS
V. Haynes
D. Lee Thomas
E. Hartsfield
J. Ford
C. Jordan
R. Lambert
J. Gertsma
B. Agee
C. Vachier*

1. The parties have voluntarily agreed to the settlement as evidenced by the signatures of the parties and/or their representatives and statements made in the record.

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.

12/15/16
DATE


KELLY J. KIRK, ALJ

Date Received at Agency: _____

Date Mailed to Parties: _____

dlc
Attachment

Theodore Ubanwa v. New Jersey American Water Company
BPU Docket No. WC16020115U/OAL Docket No. PUC 05168-2016N

Settlement Agreement

This Settlement Agreement is made by and between NEW JERSEY-AMERICAN WATER COMPANY, INC. ("NJAWC"), a corporation doing business at 1025 Laurel Oak Road, Voorhees, New Jersey 08043 and Theodore Ubanwa, a NJAWC customer with service being provided at 14 Evelyn Court, Maplewood, New Jersey 07040, and having NJAWC Account Number [REDACTED] 0443 ("Customer") (NJAWC and Customer are collectively hereinafter 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 of the \$797.41 in dispute, Customer shall pay \$200.00 in full and final settlement of this matter.
2. NJAWC and the Customer shall arrange a mutually agreeable time when the Customer can meet with a NJAWC field service representative ("FSR") at 14 Evelyn Court, Maplewood, New Jersey to discuss possible causes of high water usage and ways the Customer can address high water usage.
3. Customer will also make timely and complete payments of his water bills going forward as of the date of this Settlement Agreement.
4. Customer agrees to dismiss his complaint filed against NJAWC under BPU Docket No. WC16020115U/OAL Docket No. PUC 05168-2016N with prejudice and will provide written notification to NJAWC and the Honorable Kelly J. Kirk, ALJ, that he has done so.
5. This Settlement Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey. In the event that any provision of this Settlement Agreement is deemed unenforceable, those portions not deemed unenforceable shall remain in full force and effect.
6. Any modification of this Settlement Agreement, or additional obligation(s) assumed by either party 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 31st day of October, 2016. The

Theodore Ubanwa

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 he has fully reviewed this Settlement Agreement and understands its contents.

WITNESS:

CUSTOMER:

By: Theodore Ubanwa

Theodore Ubanwa

WITNESS:

S. H. B. [Signature]

New Jersey American Water Company, Inc.

By: [Signature]
Thomas Hoffman