



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

Charles and Beth Melita
Petitioners,

v.

New Jersey American Water,
Respondent

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ORDER ADOPTING
INITIAL DECISION

BPU DOCKET NO. WC17091013U
OAL DOCKET NO. PUC 04043-18

Parties of Record:

Charles and Beth Melita, petitioners, pro se
John T. Dillon, Esq., for respondent

BY THE BOARD:

PROCEDURAL HISTORY

By petition filed with the Board of Public Utilities ("Board") on September 27, 2017 ("Petition"), Charles and Beth Melita ("Petitioners" or "Mrs. and Mr. Melita") disputed charges associated with service provided by New Jersey American Water ("NJAW").

In their Petition, Petitioners stated that they were incorrectly billed by NJAW.

NJAW, in its answer dated November 2, 2017, denied the allegations that Mr. and Mrs. Melita were incorrectly billed. NJAW contended that services were supplied and billed in accordance with terms and conditions and rate schedules set forth in its Board approved Tariff. The Company requested that the relief sought be denied on the basis that Mr. and Mrs. Melita failed to set forth a claim upon which relief may be granted.

On March 16, 2018, the Board transferred the matter to the Office of Administrative Law for a hearing 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.

The case was assigned to Administrative Law Judge ("ALJ") Susan J. Olgiati.

The parties subsequently voluntarily agreed to resolve the matter and entered into a signed Stipulation of Settlement ("Stipulation") that was submitted to the ALJ on September 24, 2018.

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, NJAW agreed to issue a check to Mr. and Mrs. Melita in the amount of \$600.00 in full and final settlement of the billing dispute. Mr. and Mrs. Melita further agreed to dismiss the dispute.

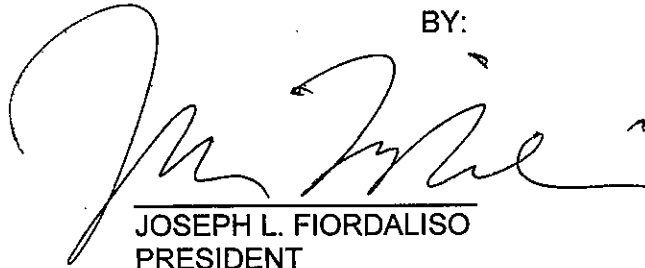
By Initial Decision issued on September 24, 2018, and submitted to the Board on October 30, 2018, ALJ Olgiati found that the Stipulation was voluntary, its terms fully disposed of all issues in controversy, it was consistent with the law, and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

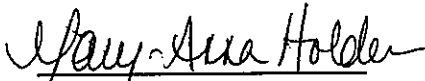
After review of the Initial Decision and the Stipulation, the Board **HEREBY FINDS** that the parties have voluntarily agreed to the settlement as evidenced by their signatures and that, by the terms of the Stipulation, they have fully resolved all outstanding contested issues in this matter. Accordingly, 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 29, 2018.

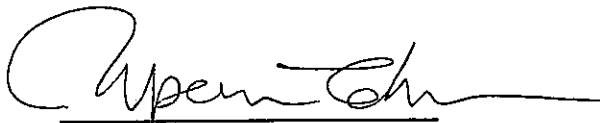
DATED: 11/19/18

BOARD OF PUBLIC UTILITIES
BY:

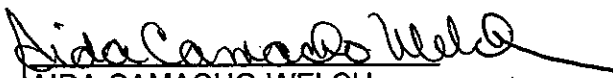

JOSEPH L. FIORDALISO
PRESIDENT


MARYANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER


ROBERT M. GORDON
COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

CHARLES AND BETH MELITA

V.

**NEW JERSEY AMERICAN WATER
BPU DOCKET NO. WC17091013U
OAL DOCKET NO. PUC 04043-18**

SERVICE LIST

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Fair Haven, New Jersey 07704

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Division of Law
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RECEIVED
CASE MANAGEMENT

OCT 30 2018

BOARD OF PUBLIC UTILITIES
TRENTON, NJ



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

BOARD OF PUBLIC UTILITIES

OCT 30 2018

MAIL RECEIVED

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 04043-18

AGENCY DKT. NO. WC17091013U

CHARLES AND BETH MELITA,

Petitioners,

v.

NEW JERSEY AMERICAN WATER,

Respondent.

Charles and Beth Melita, petitioners, pro se

John T. Dillon, Esq., for respondent, (New Jersey American Water)

Record Closed: September 24, 2018

Decided: September 25, 2018

BEFORE SUSAN L. OLGATI, ALJ:

This matter was transmitted to the Office of Administrative Law on March 16, 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.

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

CMS
K. Graham
D. Thorne
E. Hartsa
J. Ford
R. Lamb
R. Matos
K. Flynn
D. Brantley
C. Vachier

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures on the attached document. (J-1.)
2. The settlement fully disposes of all issues in controversy between them 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.

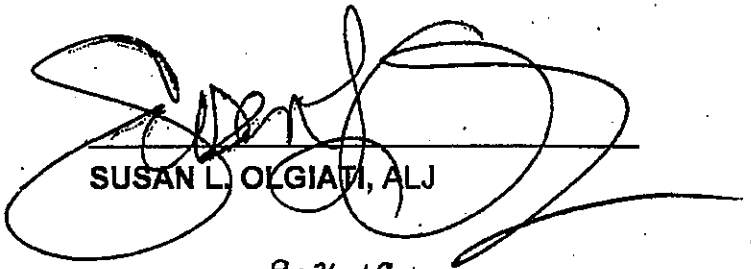
I hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

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.

September 25, 2018
DATE

Date Received at Agency:

Date Mailed to Parties:



SUSAN L. OLGIATI, ALJ

9-26-18

9-24-18

Nj



John T. Dillon
Corporate Counsel
167 John F. Kennedy Parkway
Short Hills, NJ 07078

P 973.564.5753
F 973.564.5708

September 14, 2018

Via Regular Mail

Susan Olgiati, ALJ
Office of Administrative Law
P.O. Box 049
Trenton, NJ 08625-0049

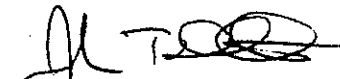
2018 SEP 24 A 10:50
STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

Re: Melita, Charles & Beth v. New Jersey American Water Company
BPU Docket No. WC17060642U
OAL Docket No. PUC 17477-2017 S

Dear Judge Ogiati:

Enclosed herewith is an executed settlement agreement between petitioner and New Jersey American Water disposing of all issues of concern with regard to the above-captioned matter. If this settlement meets with Your Honor's approval, the Parties respectfully request that Your Honor issue an Initial Decision, Settlement, accepting the terms and conditions of this settlement agreement, to be transmitted to the Board of Public Utilities (the "Board") for the Board's consideration.

Very truly yours,



John T. Dillon
Corporate Counsel

JTD:dlc

c: Mr. Charles Melita

Melita, Charles & Beth v. New Jersey American Water Company

BPU Docket No. WC17091013U
OAL Docket No. PUC 04043-2018 S

STATE OF NEW JERSEY
OFFICE OF PUBLIC UTILITIES
2018 SEP 24
11:00 AM

Settlement Agreement

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 Charles and Beth Melita, NJAW customers of the premises located at 125 Lincoln Ave, Fair Haven, NJ 07704, and having NJAW Account Number 1018 [REDACTED] ("Customer") (NJAW 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 NJAW will issue a check to the Customer in the amount of \$600.00 in full and final settlement of the billing dispute in this matter.
2. Customer agrees to dismiss his complaint filed against NJAW under BPU Docket No. WC17091013U and OAL Docket No. PUC 04043-2018 S, with prejudice.
3. 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.
4. 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.

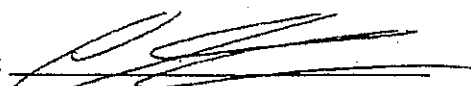
IN WITNESS WHEREOF, the Parties understand and agree to the terms of this Settlement Agreement and have duly executed this Settlement Agreement on this 01 day of July, 2018. The parties acknowledge that this Settlement Agreement is entered into voluntarily and that no representation or inducement has been offered or made, except as contained herein. Customer further acknowledges that he has fully reviewed this Settlement and understands its contents.

DATE:

07/30/18

Charles and Beth Melita

By:

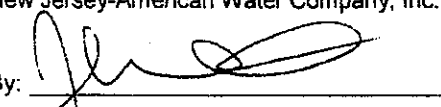

Charles Melita

DATE:

7/8/18

New Jersey-American Water Company, Inc.

By:


John T. Dillon