

Date Board mailed Order to OAL: 5/28/19

Cc: Service List Attached

DATED: 6/3/19



ELLEN BASS, ACTING DIRECTOR
AND CHIEF ADMINISTRATIVE
LAW JUDGE

Date OAL mailed Order to Board:

6/3/19

Date Board mailed executed Order to Parties:

6/3/19

CORRADO DE GIOIA

V.

SUEZ WATER NEW JERSEY

BPU DOCKET NO. WC16060488U

OAL DOCKET NO. PUC 11835-16

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

RECEIVED
CASE MANAGEMENT

APR 26 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 11835-16

AGENCY REF. NO. WC16060488U

CORRADO DE GIOIA,

Petitioner,

v.

SUEZ WATER NEW JERSEY

BILLING DISPUTE,

Respondent.

Cms
S. Patnode
DAG
K. Graham
D. Thomas
E. Hartsfield
J. FORD
R. Lambert
R. Matos
Customer Assistance
C. Vachier

Richard W. Mackiewicz, Esq., for Petitioner

John P. Wallace, for Respondent SUEZ Water New Jersey

Record Closed: April 15, 2019

Decided: April 16, 2019

BEFORE JOHN P. SCOLLO, ALJ:

The Board of Public Utilities transmitted this matter to the Office of Administrative Law (OAL) where it was received and filed on August 5, 2016 for hearing as a contested case pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F1 to -13. Several telephone conferences were held wherein the parties discussed with the undersigned the possibility of working towards an amicable resolution of the within matter. By e-mail correspondence dated April 15 2019, Petitioner's counsel forwarded to the Court a

Settlement Agreement indicating the terms of settlement which is attached hereto and made a part hereof.

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

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

Therefore, I **CONCLUDE** that this Settlement Agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. Accordingly, it is **ORDERED** that the parties comply with the terms, and it is **FURTHER ORDERED** that the proceedings in this matter 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.

April 16, 2019
DATE


JOHN P. SCOLLO, ALJ

Date Received at Agency:

Date Mailed to Parties:

db

SETTLEMENT AGREEMENT

WHEREAS CORRADO deGIOIA (hereinafter "Customer") and SUEZ WATER NEW JERSEY, (hereinafter "SWNJ") have agreed to a resolution of a dispute with respect to unbilled and unpaid charges for water consumption at premises at 112 49th Street, Union City, New Jersey (hereinafter "Premises"), and

WHEREAS Customer has challenged the accuracy of meter readings upon which SWNJ relied on in issuing the disputed bills, and

WHEREAS SWNJ has issued to Customer multiple bills for water service resulting from estimate readings of the water meter between 3/29/1996 and 12/15/2014, and

WHEREAS said bills failed to include actual water consumption during said period, and

WHEREAS SWNJ has alleged that Customer should have known that said bills were incorrect, and

WHEREAS Customer has denied that it should or could have known of any inaccuracies in said bills, and

WHEREAS Customer filed a Petition with the Board of Public Utilities, which was referred to the Office of Administrative Law as a contested case, under OAL Docket Number PUC 11835-2016N, Agency Ref. No. WC 16060488U, challenging the actions of SWNJ, and

WHEREAS SWNJ has acknowledged that Meter # [REDACTED]0920 which was removed from Customer's premises on December 15, 2014 did not show physical evidence of tampering, and

WHEREAS SWNJ and Customer have conferenced the issues raised in the proceedings before the Honorable John P. Scollo, Administrative Law Judge, and have agreed to accept the recommendation of Honorable John P. Scollo:

NOW THEREFORE, SWNJ and Customer have agreed to resolve this dispute according to the following terms:

1. SWNJ agrees the prior payment by Customer of \$29,098.26 previously tendered to SWNJ by Customer is full payment amounting to 10,185 CCF or 7,618,380 gallons that were under-billed by SWNJ and provided between March 29, 1996 and December 15, 2014.

2. This settlement agreement supersedes disputed bills for the billing period in dispute. This Settlement agreement constitutes a new, currently due bill from SWNJ in the amount of \$29,098.26 for service provided in the disputed billing period which was between March 29, 1996 and December 15, 2014. Said parties agree that Customer is free to share the content of this settlement agreement with NORTH HUDSON SEWER AUTHORITY (hereinafter "NHSA") in the event that a sewer bill results from this new, currently due bill from SWNJ. Said parties acknowledge that NHSA is separate from and unaffiliated with SWNJ and SWNJ has no input or control with respect to NHSA, its management or operations. The parties further agree that all billing issued to Customer by SWNJ to the date hereof are accurate, complete and all sums due have been paid in full and the account is current.

3. Customer agrees to provide to SWNJ access to the water meter at said premises within twenty-four (24) hours after written request for such access by SWNJ sent by certified and regular mail. Customer shall provide to SWNJ the name, address, and telephone number of the person to whom such a request is to be directed. In the event SWNJ is unable to gain access as requested, Customer agrees to pay SWNJ the sum of \$ 75.00 per day for each day that access is not made available, to compensate SWNJ for expenses incurred as a result of its failure to gain access to said meter. Notice of said failure to gain access shall be given to Customer and his attorney Richard W. Mackiewicz, Jr., Esq., or his successor, as shall be designated by Customer

as the additional party to receive notice of failure to gain access upon execution of this agreement. Said designation of such additional party shall continue until Customer shall advise SWNJ of a successor designee by Certified Mail, which successor designation shall not be effective until said notice by Certified Mail is received by SWNJ at 69 DeVoe Place, Hackensack, NJ 07601;

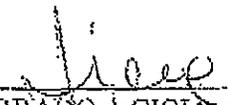
4. Customer agrees to file voluntary dismissals of his Petition against SWNJ filed and/or pending in the Office of Administrative Law under OAL Docket Number PUC 11835-2016 N, Agency Ref. No.: WC16060488U, within seven (7) days of the date hereof;

5. This Settlement Agreement is not an acknowledgment of wrongdoing by either party.

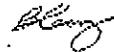
6. The parties shall exchange mutual general releases.

7. Customer entered into this settlement after NHSA acknowledged this settlement agreement is a new, currently due bill from SWNJ and NHSA is to render a new, currently due bill of its own reflecting only current charges with no interest or penalty.

DATED: April 2, 2019


CORRADO deGIOIA

April 02, 2019

SUEZ WATER NEW JERSEY
by 
In Witness Whereof, I have hereunto set my hand and the seal of the Corporation at Newark, New Jersey, this 2nd day of April, 2019.