



STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

VITA BEKKER,)	ORDER ADOPTING
Petitioner,)	INITIAL DECISION
)	
v.)	
)	
SUEZ WATER NEW JERSEY,)	BPU DOCKET NO. WC21030659U
Respondent.)	OAL DOCKET NO. PUC 05867-21

Parties of Record:

Vita Bekker, Petitioner, Pro Se
John P. Wallace, Esq., on behalf of Respondent, Suez Water New Jersey

BY THE BOARD:

The within matter is a billing dispute between Vita Bekker (“Petitioner”), and Suez Water New Jersey (“Suez,” “Respondent,” or “Company”). This Order sets forth the background and procedural history of Petitioner’s claims and represents the Final Order in this matter. Having reviewed the record, the New Jersey Board of Public Utilities (“Board”) now **ADOPTS** the Initial Decision rendered on September 13, 2021, as follows.

PROCEDURAL HISTORY

On March 12, 2021, Petitioner filed a petition with the Board requesting a formal hearing to resolve a billing dispute with Suez for water service rendered at Petitioner’s premise in River Vale NJ (“Property”). The Company filed an answer to the petition on March 26, 2021.

On July 9, 2021, the petition was transferred to the Office of Administrative Law (“OAL”) for hearing as a contested case pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -23. This matter was assigned to Administrative Law Judge (“ALJ”) Kimberly A. Moss. The parties reached a settlement agreement on August 25, 2021. On September 13, 2021, the OAL received a copy of the executed Stipulation of Settlement (“Stipulation”).

On September 13, 2021, ALJ Moss issued an Initial Decision concluding that the Stipulation satisfied the requirements of N.J.A.C. 1:1-19.1, and concluded the matter. The OAL did not receive exceptions to the Initial Decision from either party.

DISCUSSION AND FINDINGS

In customer billing disputes before the Board, a petitioner bears the burden of proof by a preponderance of the competent, credible evidence. See Atkinson v. Parsekian, 37 N.J. 143, 149 (1962). The burden of proof is met if the evidence establishes the reasonable probability of the facts alleged and generates reliable belief that the tended hypothesis, in all human likelihood, is true. See Loew v. Union Beach, 56 N.J. Super. 93, 104 (App. Div.), certif. denied, 31 N.J. 75 (1959).

In the present instance, the parties reached an agreement pursuant to N.J.A.C. 1:1-19.1. In relevant part N.J.A.C. 1:1-19.1 states:

- (a) Where the parties to a case wish to settle the matter, and the transmitting agency is not a party, the judge shall require the parties to disclose the full settlement terms:
 - 1. In writing, by consent order or stipulation signed by all parties or their attorneys; or
 - 2. Orally, by the parties or their representatives.
- (b) Under (a) above, if the judge determines from the written order/stipulation or from the parties' testimony under oath that the settlement is voluntary, consistent with the law and fully dispositive of all issues in controversy, the judge shall issue an initial decision incorporating the full terms and approving the settlement.

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, Suez agreed to apply a credit of \$598.39, leaving a balance of \$531.61. The Petitioner agreed to pay the remaining balance on or before September 15, 2021.

ALJ Moss reviewed the record and terms of the Stipulation of Settlement and concluded: "that this matter is no longer a contested case before OAL and should be returned to the agency". See Initial Decision at 2.

Thus, after careful review and consideration of the entire record, the Board **HEREBY FINDS** the findings and conclusions of law of ALJ Moss to be reasonable and, accordingly, **HEREBY ACCEPTS** them.

Accordingly, the Board **HEREBY ADOPTS** the Initial Decision in its entirety and **ORDERS** that the Petition be **DISMISSED**.

This order shall be effective November 4, 2021.

DATED: October 28, 2021

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

Vita Bekker, Petitioner

v.

Suez Water New Jersey, Respondent

**BPU DOCKET NO. WC21030659U
OAL DOCKET NO. PUC 05867-21**

SERVICE LIST

Vita Bekker

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 05867-21

AGENCY DKT. NO. WC21030659U

VITA BEKKER,

Petitioner,

v.

SUEZ WATER NEW JERSEY,

Respondent.

Vita Bekker, petitioner, appearing pro se

John P. Wallace, Esq., on behalf of respondent (Suez Water New Jersey)

Record Closed: September 13, 2021

Decided: September 13, 2021

BEFORE **KIMBERLY A. MOSS**, ALJ:

On July 9, 2021, this matter was transmitted to the Office of Administrative Law (OAL) for hearing 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. A telephone prehearing was conducted on July 26, 2021, wherein the parties engaged in extensive settlement discussions. Several conference calls were conducted thereafter, the last one being August 25, 2021. During the pendency of the August 25, 2021 conference, the parties reached a settlement agreement. On September 13, 2021, the fully executed settlement was received. Said dismissal is attached hereto for reference.

I have reviewed the record and terms of the Stipulation of Dismissal and **CONCLUDE** that this matter is no longer a contested case before OAL and should be returned to the agency.

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.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **SECRETARY OF THE BOARD OF PUBLIC UTILITIES, 44 South Clinton Avenue, P.O. Box 350, Trenton, NJ 08625-0350**, marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.

September 13, 2021



DATE

KIMBERLY A. MOSS, ALJ

Date Received at Agency:

September 13, 2021

Date Mailed to Parties:

September 13, 2021

ljb

JOHN P. WALLACE
43 Briar Court
Hamburg NJ 07419
(201) 445-3533
Attorney for Respondent

VITA BEKKER, :
Petitioner, :
vs. :
SUEZ WATER NEW JERSEY, :
Respondent. :

STATE OF NEW JERSEY

OFFICE OF ADMINISTRATIVE LAW

OAL Docket No. PUC 05867-21
BPU Docket No. WC21030659U

Civil Action

SETTLEMENT AGREEMENT

WHEREAS VITA BEKKER (hereinafter "Customer") and SUEZ WATER NEW JERSEY, (hereinafter "SWNJ") have agreed to resolve a dispute with respect to unpaid charges totaling \$1,130.55 for water consumption at [REDACTED] New Jersey 07675 (hereinafter "Premises"), that were issued and billed by SWNJ to Customer for the period of 9/4/2020 - 10/5/2020 on Account Number [REDACTED] and

WHEREAS Customer challenged the validity of the unpaid charges totaling \$1,130.55 by virtue of a Petition filed with the Board of Public Utilities, which was referred to the Office of Administrative Law as a contested case, under OAL Docket Number PUC 05867-21, Agency Ref. No. WC21030659U, and

WHEREAS SWNJ and Customer have agreed to resolve this dispute according to the following terms:

1. The amount in dispute is \$1,130.00, about which SWNJ has agreed to provide a credit of \$598.39, leaving a balance due in the sum of \$531.61. Customer agrees to pay to

SWNJ the said sum of \$531.61 ("Settlement Sum") on or before September 15, 2021 in addition to charges by SWNJ for regular monthly service provided to Customer.

2. This settlement agreement ("Agreement") supersedes the disputed billings for the period of 9/4/2020-10/5/2020 on Account Number [REDACTED] and constitutes a new, currently due bill from SWNJ for the Settlement Sum.

3. The Settlement Sum is a one-time courtesy adjustment applicable to the life of the account for water service at the Premises.

4. Current consumption and any and future consumption is due and payable as indicated on the invoices for services and are not a part of this Agreement. SWNJ reserves the right to collect the original amount in dispute, less any applied payments, in the event that Customer defaults in making any settlement payment due per the Agreement.

5. This Agreement is not and shall not serve as an acknowledgement of any wrongdoing by either of the Parties.

6. The exchange of copies of this Agreement and of signature pages by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by electronic mail shall be deemed to be their original signatures for all purposes.

7. Customer agrees to file voluntary dismissal of her Petition against SENJ filed and/or pending in the Office of Administrative Law under Docket Number PUC 05867-21, Agency Ref. WC21030659U within seven (7) days of the date hereof.

IN WITNESS WHEREOF, the individuals below hereby affirm they are duly authorized to execute this Settlement Agreement and do so willingly as of the date written below.

DATED: September 12, 2021

vita bekker
VITA BEKKER

September 13 , 2021

SUEZ WATER NEW JERSEY

by *Blang* Digitally signed by Bryant Gonzalez
DN: cn=Bryant Gonzalez, o=Suez MAS,
ou=Suez MAS,
email=Bryant.Gonzalez@suez.com, c=US
Date: 2021.09.13 08:42:5 -0400