



**STATE OF NEW JERSEY  
Board of Public Utilities  
44 South Clinton Avenue, 9<sup>th</sup> Floor  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)**

**CUSTOMER ASSISTANCE**

<b>AEFII URBAN RENEWAL, LLC AND SAVOY URBAN RENEWAL, LLC</b> Petitioner	)	<b>ORDER ADOPTING INITIAL DECISION</b>
	)	
	)	
	)	
	)	
	)	
	)	
	)	
	)	
v.	)	
	)	
	)	
<b>NEW JERSEY AMERICAN WATER COMPANY,</b> Respondent	)	BPU DOCKET NO. WC18080902U OAL DOCKET NO. PUC 15258-18

**Parties of Record:**

**Michael Mirne, Esq.,** for petitioner  
**Josiah Contarino, Esq.,** for Respondent

**BY THE BOARD:**

The within matter is a billing dispute between AEFII Urban Renewal, LLC and Savoy Urban Renewal, LLC ("Petitioner") and New Jersey American Water Company ("NJAW" or "Respondent"). This Order sets forth the background and procedural history of Petitioner's claims and represents the Final Order in the matter pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13. Having reviewed the record, the Board of Public Utilities ("Board") now **ADOPTS** the Initial Decision rendered on October 4, 2019, as follows.

**PROCEDURAL HISTORY**

On or about August 16, 2018 Petitioner filed a petition with the Board requesting a formal hearing, alleged that Respondent inaccurately billed for a large volume of water due to a water leak caused by the Respondent. Petitioner further contends that while the Respondent was conducting repairs to the water and sewer lines, waste water and debris entered the Petitioner's property resulting in a flood at the premises.

Respondent filed an Answer to the Petition, dated September 18, 2018. Respondent contends that they did not at any time cause water and debris to enter the Petitioner's property and on March 14, 2018 the Respondent inspected the property for leaks and confirmed no leak occurred. Respondent further contends that the Petitioner was billed in accordance with terms and conditions and rate schedules set forth in its Board approved Tariff. The Respondent requested that the relief sought be denied on the basis that Petitioner failed to set forth a claim upon which relief may be granted.

On October 12, 2018, this matter was transmitted by the Board to the Office of Administrative Law ("OAL") for a 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. This matter was assigned to Administrative Law Judge ("ALJ") Judith Lieberman

A Stipulation of Settlement was agreed to between Respondent and Petitioner dated September 30, 2019 resolving all issues in this matter.

### **DISCUSSION AND FINDINGS**

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, Respondent has agreed to write to the Asbury Sewer Authority, within thirty (30) days of the fully executed Settlement Agreement. Within this letter the Respondent will state the following, "Please be advised that the period of November 4, 2017 to January 3, 2018, the water usage for which New Jersey American Water Company, final billed AEFII Urban Renewal, LLC ("AEFII") was 690,500 gallons and not 1,380,500 that we understand the Asbury Park Sewer Authority used to bill AEFII for sewer usage on or about January 2, 2018."

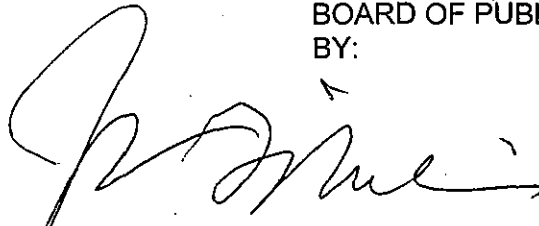
By Initial Decision issued on October 4, 2019, and submitted to the Board on October 16, 2019, ALJ Lieberman found that the Stipulation was voluntary, its terms fully disposed of all issues in controversy, it was consistent with the law, and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

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.

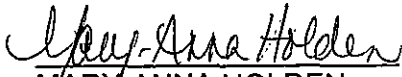
The effective date of this Order is November 23, 2019

DATED: 11/13/19

BOARD OF PUBLIC UTILITIES  
BY:



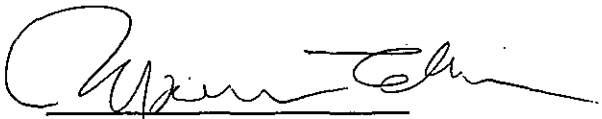
JOSEPH L. FIORDALISO  
PRESIDENT



MARY-ANNA HOLDEN  
COMMISSIONER



DIANNE SOLOMON  
COMMISSIONER

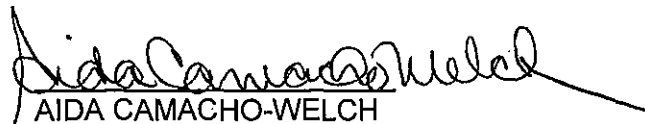


UPENDRA J. CHIVUKULA  
COMMISSIONER



ROBERT M. GORDON  
COMMISSIONER

ATTEST:



AIDA CAMACHO-WELCH  
SECRETARY

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

**AEFII URBAN RENEWAL, LLC AND SAVOY  
URBAN RENEWAL, LLC  
V.  
NEW JERSEY AMERICAN WATER COMPANY**

**BPU DOCKET NO. WC18080902U  
OAL DOCKET NO. PUC 15258-18**

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AEFII Urban Renewal, L.L.C. and Savoy Urban Renewal, L.L.C.  
v. New Jersey-American Water Company

OAL Docket No. PUC-15258-2018-S  
BPU Docket No. WC18080902U

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Settlement Agreement") is made by and between New Jersey-American Water Company, Inc. ("NJAW"), a corporation doing business at 1 Water Street, Camden, New Jersey 08102, and AEFII Urban Renewal, L.L.C. ("AEFII") and Savoy Urban Renewal, L.L.C. ("Savoy") (collectively, "Petitioners"), AEFII being a NJAW customer of the premises located at 710 Mattison Avenue, Ashbury Park, New Jersey, and having account number [REDACTED] ("Customer") (NJAW and Petitioners collectively 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, within 30 days of this fully executed Settlement Agreement, will write to the Asbury Park Sewer Authority with the following language representing the usage NJAW billed AEFII for the period of November 4, 2017 to January 3, 2018: "Please be advised that, for the period of November 4, 2017 to January 3, 2018, the water usage for which New Jersey-American Water Company, Inc. final-billed AEFII Urban Renewal, L.L.C. ("AEFII") was 690,500 gallons, not the 1,380,500 that we understand the Asbury Park Sewer Authority used to bill AEFII for sewer usage on or about January 2, 2018."
2. Nothing in this agreement relieves the Customer from paying, when due, its obligations for use and consumption on a going forward basis for bills sent by NJAW in the ordinary course.
3. Petitioners agree to dismiss with prejudice their complaint filed against NJAW under OAL Docket No. PUC-15258-2018-S and BPU Docket No. WC18080902U within 30 days after NJAW issues the letter described in paragraph 1, above. Petitioners hereby release any and all claims, known or unknown, brought, or that could have been brought, against NJAW from the beginning of the world until the date of this Settlement Agreement.
4. This Settlement Agreement shall be governed, construed, and enforced in accordance with the laws of the State of New Jersey. In the event that a provision of this Settlement Agreement is deemed unenforceable, those portions not deemed unenforceable shall remain in full force and effect.
5. Any modification of this Settlement Agreement, or additional obligation(s) assumed by either of the Parties 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 30<sup>th</sup> day of July 2019. 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. Petitioners further acknowledge that they have fully reviewed this Settlement Agreement and understand its contents.

AEFII Urban Renewal, L.L.C. and Savoy  
Urban Renewal, L.L.C.  
By: [Signature]  
Carter Sackman, Managing Member

New Jersey-American Water Company, Inc.  
By: [Signature]  
Stephen R. Bishop, Corporate Counsel

Dated: 9/26/2019

Dated: 9/30/19

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**State of New Jersey**  
OFFICE OF ADMINISTRATIVE LAW

RECEIVED  
CASE  
2019  
BOARD OF  
FINES

OCT 1 2019

**INITIAL DECISION**

**SETTLEMENT**

OAL DKT. NO. PUC 15258-18

AGENCY DKT. NO. WC18080902U

**AEFII URBAN REMEWAL, LLC AND  
SAVOY URBAN RENEWAL, LLC**

Petitioner,

v.

**NEW JERSEY AMERICAN WATER COMPANY,**

Respondent.

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**Michael Mirne, Esq.,** for petitioner

**Josiah Contarino, Esq.,** for respondent (Archer and Greiner, P.C.,  
attorneys)

Record Closed: September 30, 2019

Decided: October 4, 2019

**BEFORE JUDITH LIEBERMAN, ALJ:**

This matter was transmitted to the Office of Administrative Law on October 19, 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**:

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** who 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.

October 4, 2019  
DATE

*Judith Lieberman*  
JUDITH LIEBERMAN, ALJ

Date Received at Agency:

10-9-19

Date Mailed to Parties:

10-9-19

/vj

**APPENDIX**

**EXHIBIT**

**Jointly Submitted:**

J-1 Settlement Agreement