

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 May 2, 2018.

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, NJAW agreed to credit \$382.00 to Mr. Guerrero's account, leaving an overdue balance of \$239.83. Mr. Guerrero will pay the remaining \$239.83 balance within 30 days of this executed agreement.

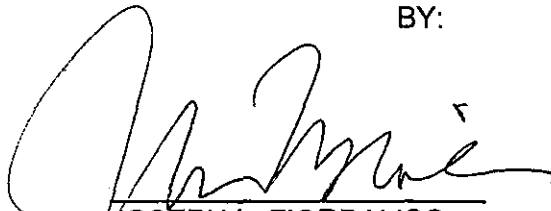
By Initial Decision issued on May 4, 2018, and submitted to the Board on May 4, 2018, ALJ Frick found that the Stipulation was voluntary, that its terms fully disposed of all issues in controversy and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

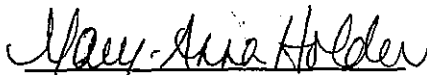
After review of the Initial Decision and the Stipulation, the Board **HEREBY FINDS** that the parties have voluntarily agreed to the settlement as evidenced by their signatures and that, by the terms of the Stipulation, they have fully resolved all outstanding contested issues in this matter. Accordingly, 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 June 1, 2018.


DATED: 5/22/18

BOARD OF PUBLIC UTILITIES
BY:

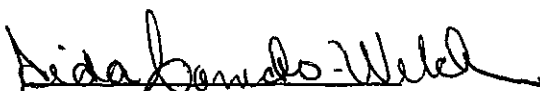

JOSEPH L. FIORDALISO
PRESIDENT


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.

IN THE MATTER OF JULIO GUERRERO, PETITIONER

V.

NEW JERSEY AMERICAN WATER, RESPONDENT

DOCKET NOS. BPU WC17020092U AND OAL PUC 12931-17

SERVICE LIST

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CASE MANAGEMENT

MAY 04 2018

BOARD OF PUBLIC UTILITIES
TRENTON, NJ



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

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MAY 04 2018

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

INITIAL DECISION
SETTLEMENT

OAL DKT. NO. PUC 12931-17

AGENCY DKT. NO. WC17020092U

JULIO GUERRERO,
Petitioner,

v.

NEW JERSEY AMERICAN WATER,
Respondent.

Julio Guerrero, petitioner, pro se

John T. Dillon, Esq., for respondent

Record Closed: May 2, 2018

Decided: May 4, 2018

BEFORE **ELAINE B. FRICK**, ALJ:

This matter was transmitted to the Office of Administrative Law (OAL) on September 5, 2017. A telephone prehearing conference was held on February 5, 2018, and an in-person settlement conference was scheduled for April 26, 2018. Prior to the date of April 26, 2016, counsel for respondent notified the OAL that the parties resolved the matter.

On May 2, 2018, an executed settlement agreement was filed in the OAL and is attached and fully incorporated herein.

CMS
K. Graham
D. Thomas
E. Harst
J. Ford
R. Lambert
R. Matos

I have reviewed the record and 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.
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.



May 4, 2018 _____

DATE

ELAINE B. FRICK, ALJ

Date Received at Agency: _____

5/4/18

Date Mailed to Parties: _____

mph



NEW JERSEY
AMERICAN WATER

New Jersey American Water - Lakewood
100 James Street
Lakewood, NJ 06701
amwater.com

Julio Guerrero Sr v. New Jersey American Water Company

**BPU Complaint No. 16W-783 / OAL Docket No. WC17020092U - Billing Dispute
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 Julio Guerrero Sr, an NJAW customer residing at 105 W Thompson Ave, Pleasantville, New Jersey 08232, and having NJAW Account Number [REDACTED] [REDACTED] 8726 ("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, in exchange for dropping any direct, indirect or consequential claims against NJAW related to the subject of the complaint, BPU Complaint No. 16W-783 and OAL Docket No. WC17020092U NJAW agrees to apply a one-time Courtesy Credit for the amount of \$123.00 for the 08/08/2017 billing statement and \$123.00 for the 09/08/2017 billing statement for total courtesy credit of \$246.00. In addition, NJAW will apply an adjustment of \$13.60 per month for a period of 10 months covering October 2017 through July 2018, totaling \$136.00, for the Help to Others Discount.
2. The customer will remit payment for the current outstanding past due balance of \$239.83 within 30 days of this executed agreement.
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.

[continued on page 2]

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STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW



NEW JERSEY
AMERICAN WATER

New Jersey American Water - Lakewood
100 James Street
Lakewood, NJ 08701
amwater.com

IN WITNESS WHEREOF, the Parties understand and agree to the terms of this Settlement Agreement and have duly executed this Settlement Agreement as of this 18th day of April, 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:

4-24-18

CUSTOMER:

By: Julio Guerrero Sr.
Julio Guerrero Sr

DATE:

4/26/18

New Jersey American Water Company, Inc.

By: [Signature]
John Dillon-Council New Jersey American Water