



**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
44 South Clinton Avenue, 3<sup>rd</sup> Floor, Suite 314  
Post Office Box 350  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

CUSTOMER ASSISTANCE

<b>CHUKWUEMEKA NWOKORO,</b>	)	ORDER ADOPTING
Petitioner,	)	INITIAL DECISION
	)	
v.	)	
	)	
<b>NEW JERSEY AMERICAN WATER COMPANY,</b>	)	BPU DOCKET NO. WC17101028U
Respondent.	)	OAL DOCKET NO. PUC 04019-18

**Parties of Record:**

**Chukwuemeka Nwokoro, Petitioner, *pro se***  
**John T. Dillon, Esq., for Respondent, New Jersey American Water Company**

BY THE BOARD:

PROCEDURAL HISTORY

By petition filed with the Board of Public Utilities ("Board") on September 29, 2017 ("Petition"), Chukwuemeka Nwokoro ("Petitioner" or "Mr. Nwokoro") disputed charges associated with service provided by New Jersey American Water Company ("Respondent" or "NJAW") at his property in West Orange.

NJAW, in its answer dated November 2, 2017, denied the allegations that Mr. Nwokoro was incorrectly billed. The Company contended that services were supplied and billed in accordance with terms and conditions and rate schedules set forth in its Board approved Tariff.

On March 13, 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") Julio C. Morejon.

The parties subsequently voluntarily agreed to resolve the matter and entered into a signed Stipulation of Settlement ("Stipulation") that was filed with the OAL on July 2, 2018. Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, NJAW agreed to credit Mr. Nwokoro's account in the amount of \$835.05.

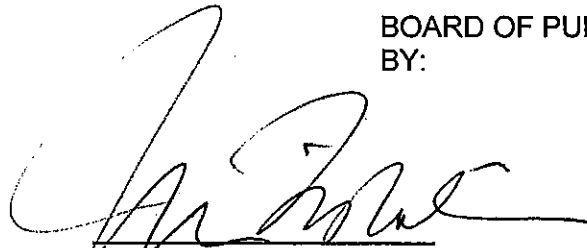
By Initial Decision issued on July 3, 2018, and submitted to the Board on July 9, 2018, ALJ Morejon found that the Stipulation was voluntary, that its terms fully disposed of all issues in controversy and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

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 Stipulation is attached hereto and made a part hereof.

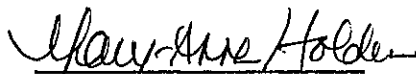
The effective date of this Order is August 4, 2018.

DATED: 7/25/18

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.

**CHUKWUEMEKA NWOKORO**

**V.**

**NEW JERSEY AMERICAN WATER COMPANY  
BPU DOCKET NO. WC17101028U  
OAL DOCKET NO. PUC 04019-18**

**SERVICE LIST**

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BOARD OF PUBLIC UTILITIES

JUL 09 2018

MAIL RECEIVED



State of New Jersey  
OFFICE OF ADMINISTRATIVE LAW

RECEIVED  
CASE MANAGEMENT

JUL 09 2018

BOARD OF PUBLIC UTILITIES  
TRENTON, NJ

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 04019-18

AGENCY DKT. WC17101028U

CHUKWUEMEKA NWOKORO,

Petitioner,

v.

NEW JERSEY AMERICAN WATER  
COMPANY,

Respondent.

Chukweumeka Nwokoro, petitioner, pro se

Stephen R. Bishop, Esq., Corporate Counsel, for respondent

Record Closed: July 2, 2018

Decided: July 3, 2018

BEFORE JULIO C. MOREJON ALJ:

This matter was transmitted to the Office of Administrative Law on April 5, 2016, 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. The parties have settled this matter and have filed a settlement agreement indicating the terms thereof, which is attached and fully incorporated herein.

Having reviewed the record and the terms of the settlement, I FIND:

CMS  
K. Grant  
D. Thom  
E. Hartsh  
J. Ford  
R. Lambert  
R. Metos  
K. Flynn  
D. Brantle  
B. Agee  
C. Vachier

1. The parties have voluntarily agreed to the settlement as evidenced by the signatures of the parties and/or their representatives and statements made in the record.
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.

July 3, 2018

DATE



JULIO C. MOREJON, ALJ

Date Received at Agency:

Date Mailed to Parties:

Ir  
Attachment



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

P 973.564.5753  
F 973.564.5708

June 28, 2018

**Via Regular Mail**

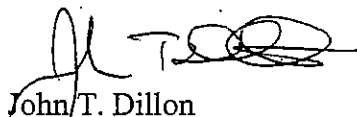
Hon. Julio Morejon, ALJ  
Office of Administrative Law  
33 Washington Street  
Newark, NJ 07102

**Re: Nwokoro v. New Jersey American Water Company  
BPU Docket No. WC17091028U  
OAL Docket No. PUC 04019-2018 N**

Dear Judge Morejon:

Enclosed is a signed settlement agreement 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.

Respectfully submitted,

  
John T. Dillon  
Corporate Counsel

JTD:dlc  
Enc.

c: Chukwuemeka Nwokoro (via regular mail, w/enc.)

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JUL - 2 P 1:43  
18 JUN 32 P 1:41

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JUL - 2 P 1:43

Nwokoro v. New Jersey American Water Company

BPU Docket No. WC17091028U, OAL Docket No. PUC 04019-2018 N

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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 Chukwuemeka Nwokoro, a NJAW customer of the premises located at 18 Himsl Court, West Orange, New Jersey 07052, and having NJAW Account Number [REDACTED] 3087 ("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 credit to the account of the Customer in the amount of \$835.05 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. WC17091028U, OAL Docket No. PUC 04019-2018 N, 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 19<sup>th</sup> day of June, 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:

June 19, 2018

Chukwuemeka Nwokoro

[Signature]

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JUL -2 P 1:43

DATE:

June 20, 2018

New Jersey-American Water Company, Inc.

By: [Signature]

John T. Dillon