



**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
44 South Clinton Avenue, 9<sup>th</sup> Floor  
Post Office Box 350  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

CUSTOMER ASSISTANCE

<b>JULIO GUERRERO,</b> Petitioner	)	ORDER ADOPTING
	)	INITIAL DECISION
	)	
v.	)	
	)	
<b>NEW JERSEY AMERICAN WATER COMPANY,</b> Respondent	)	BPU Docket No. WC18101182U
	)	OAL Docket No. PUC 17969-18

**Parties of Record:**

**Julio Guerrero**, petitioner *pro se*  
**Josiah Contarino, Esq.**, Archer & Greiner, PC, on behalf of Respondent, New Jersey American Water Company

**BY THE BOARD:**

The within matter is a billing dispute between Julio Guerrero ("Petitioner") and New Jersey American Water Company ("NJAWC" 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-20. Having reviewed the record, the Board of Public Utilities ("Board") now **ADOPTS** the Initial Decision rendered on July 26, 2019, as follows.

On or about October 22, 2018, Petitioner filed a petition with the Board requesting a formal hearing, stating that NJAWC has inappropriately billed him approximately \$500.00. He claimed this amount was an estimate based on the Petitioner's historic usage and without reading the meter.

Respondent filed an Answer to the Petition on November 15, 2018. In the Answer, Respondent stated that the Petitioner had previously filed a petition with the Board on February 2, 2017. That case resulted in a settlement that was approved by the Honorable Elaine B. Frick on May 4, 2018, and adopted by the Board on May 22, 2018.<sup>1</sup> The terms of that settlement provided that NJAWC would credit \$382.00 to the Petitioner's account leaving an overdue balance of \$239.83; Petitioner agreed to pay the remaining balance within 30 days. Respondent further

<sup>1</sup> Julio Guerrero v. New Jersey American Water, BPU Docket No. WC17020092U (May 22, 2018).

contends that the Petitioner failed to pay the \$239.83 balance within the 30 day period, paying only \$82.00 on June 25, 2018.

Petitioner then entered into an installment plan, but failed to make any installment payments until a \$121.01 payment was made on August 27, 2018. Respondent denied Petitioner's claim that charges were based on history, and stated the meter was read monthly, was tested by the BPU at Petitioner's request, and was determined accurate. Respondent stated that the services were supplied and billed per the terms and conditions and rate scheduled set forth in its Board approved Tariff. Respondent requested that the relief sought be denied as Petitioner failed to set forth a claim upon which relief may be granted.

On December 6, 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 -23. This matter was assigned to Administrative Law Judge ("ALJ") Tama B. Hughes.

On July 26, 2019, a Settlement Agreement and General Release ("Stipulation") was made between NJAWC and Petitioner resolving all issues in this matter. Pursuant to the terms of the Stipulation, Petitioner agreed to pay the \$469.84 outstanding balance in full. Payment will occur through an installment plan of \$50 a month, in addition to monthly bills due for actual usage.

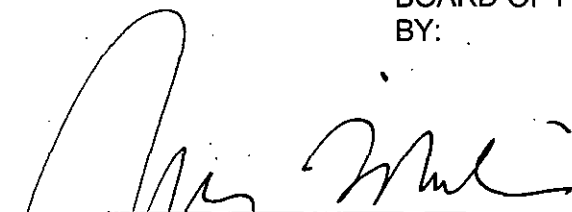
By Initial Decision issued on July 26, 2019, and submitted to the Board on July 30, 2019, ALJ Hughes found that the Stipulation was voluntary, that its terms fully disposed of all issues in controversy, was consistent with the law, and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

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.

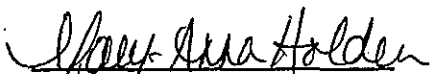
The effective date of this Order is September 21, 2019.

DATED: 9/11/19

BOARD OF PUBLIC UTILITIES  
BY:



JOSEPH L. FIORDALISO  
PRESIDENT



MARY-ANNA HOLDEN  
COMMISSIONER



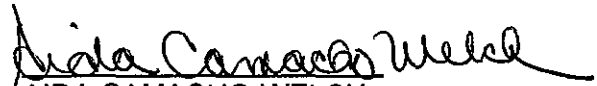
DIANNE SOLOMON  
COMMISSIONER



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.

**JULIO GUERRERO**

v.

**NEW JERSEY AMERICAN WATER COMPANY**

**BPU DOCKET NO. WC18101182U  
OAL DOCKET NO. PUC 17969-18**

**SERVICE LIST**

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**BOARD OF PUBLIC UTILITIES**

**RECEIVED  
CASE MANAGEMENT**

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

**JUL 30 2019**

**JUL 30 2019**

**BOARD OF PUBLIC UTILITIES  
TRENTON, NJ**

**INITIAL DECISION  
SETTLEMENT**

**MAIL RECEIVED**

OAL DKT. NO. PUC 17969-18  
AGENCY DKT. NO. WC18101182U

**JULIO GUERRERO,**  
Petitioner,

v.

**NEW JESSEY AMERICAN  
WATER COMPANY,**  
Respondent.

**Julio Guerrero, petitioner, pro se**

**Josiah Contarino, Esq., for respondent (Archer & Greiner, PC, attorneys)**

Record Closed: July 26, 2019

Decided: July 26, 2019

**BEFORE TAMA B. HUGHES, ALJ:**

Petitioner, Julio Guerrero, disputes charges on his water bill. On December 18, 2018, this matter was transmitted to the Office of Administrative Law 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.

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CMS  
K. Graham  
D. Thomas  
E. Hartsfield  
J. Ford  
R. Lambert  
B. Matos  
K. Flynn  
S. Patnaude  
C. Vachier

The parties entered into successful settlement negotiations. As a result, the parties have filed a Settlement and Release Agreement (Settlement Agreement) indicating the terms thereof, which is attached and fully incorporated herein.

I have reviewed the record and the terms of the Settlement Agreement and I **FIND:**

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

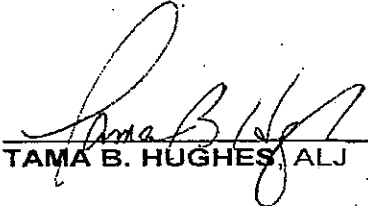
I **CONCLUDE** that the Settlement Agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the Settlement Agreement should be approved. I approve the Settlement Agreement and therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

I hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

OAL DKT. NO. PUC 17969-18

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.

7/26/19  
DATE

  
TAMA B. HUGHES, ALJ

Date Received at Agency:

7-30-19

Date Mailed to Parties:

\_\_\_\_\_

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

JULIO GUERRERO v. NEW JERSEY - AMERICAN  
WATER COMPANY

OAL DOCKET NO. PUC-17969-18

BPU DOCKET NO. WC181011820

This settlement agreement and general release ("Settlement Agreement") is made between New Jersey - American Water Company ("NJAW"), doing business at 1 Water Street, Camden, NJ 08102, and Julio Guerrero ("Customer") at 105 W. Thompson Ave, Pleasantville, NJ 08232, account no. 1018-2200 [REDACTED]. In consideration of the mutual covenants, conditions, and terms contained herein, NJAW and Customer (the "Parties") agree to this Settlement Agreement and to be legally bound as follows:

1. The parties agree Customer will pay his outstanding balance in full through an installment plan of \$50 per month in addition to the amount due for actual usage. As of July 18, 2019, the customer's outstanding balance was \$469.84.
2. The customer agrees to dismiss with prejudice his Petition within 30 days from the date hereof, the Petition being that filed and given the above docket numbers.
3. The customer hereby release any and all claims, known or unknown, brought, or that could have been brought, against NJAW from the beginning of the world to the date of this Settlement Agreement.
4. This Settlement Agreement shall be governed under NJ law.

IN WITNESS WHEREOF, the parties understand and agree to the terms of this settlement agreement and have duly executed it this July 26, 2019. The Parties acknowledge this Settlement Agreement has been entered into voluntarily, and Parties have fully reviewed and understood this settlement agreement.

Date: 7/26/19

Petitioner:

*Julio Guerrero*  
Julio Guerrero

Respondent:

*Seliana Kearney-Rogers*  
Seliana Kearney-Rogers