



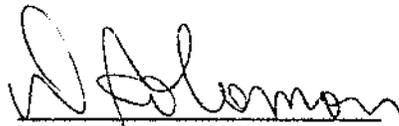
account statement, the Petitioner shall pay the remaining arrearage balance over a fifteen (15) month period at \$780.00 per month plus current charges and will pay \$702.95 plus current charges on the last month of the payback period. The Petitioner has further agreed to remain current on her account with the Respondent during the payback period and that any failure to make a payment will void the agreement and render any remaining unpaid balance due and owing. The parties have also released each other from any actions that may be related to the petition filed in this matter.

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

Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and Stipulation of Settlement executed by the parties in their entirety as if set forth at length herein.

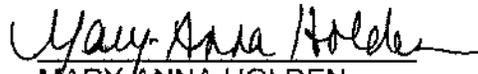
DATED: 6/18/14

BOARD OF PUBLIC UTILITIES  
BY:

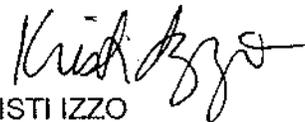
  
DIANNE SOLOMON  
PRESIDENT

  
JEANNE M. FOX  
COMMISSIONER

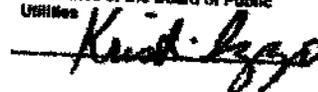
  
JOSEPH L. FIORDALISO  
COMMISSIONER

  
MARY-ANNA HOLDEN  
COMMISSIONER

ATTEST:

  
KRISTI IZZO  
SECRETARY

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



**MICHELE CHILES-HICKMAN, Petitioner**  
**v.**  
**PUBLIC SERVICE ELECTRIC AND GAS COMPANY, Respondent**  
**BPU DOCKET NO. EC13080787U**  
**OAL DOCKET NO. PUC 15637-13**

**SERVICE LIST**

Michele Chiles-Hickman  
451 Grove Street  
Montclair, NJ 07043

Amanda Johnson, Esq.  
PSEG Services Corporation  
80 Park Plaza – T5G  
Newark, NJ 07102-4194

Eric Hartsfield, Director  
Division of Customer Assistance  
Board of Public Utilities  
44 South Clinton Avenue, 9<sup>th</sup> Floor  
Post Office Box 350  
Trenton, NJ 08625-0350

Julie Ford-Williams, Chief  
Division of Customer Assistance  
Board of Public Utilities  
44 South Clinton Avenue, 9<sup>th</sup> Floor  
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Veronica Beke, DAG  
Division of Law  
124 Halsey Street  
Post Office Box 45029  
Newark, NJ 07101-45029

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REC'D

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

NJ BPU

CASE MANAGEMENT  
**INITIAL DECISION**

**SETTLEMENT**

OAL DKT. NO. PUC 13637-13

AGENCY DKT. NO. EC13080787U

**MICHELE CHILES-HICKMAN,**

Petitioner,

v.

**PUBLIC SERVICE ELECTRIC AND GAS  
COMPANY,**

Respondent.

2014 MAY 20 PM 8 26

NJ BPU  
OFFICE OF  
CASE MANAGEMENT  
FORWARDING

**Michele Chiles-Hickman, petitioner, pro se**

**Amanda Johnson, Esq., for respondent**

Record Closed: May 15, 2014

Decided: May 16, 2014

**BEFORE JAMES A. GERAGHTY, ALJ:**

This matter concerns a billing dispute by petitioner Michele Chiles-Hickman against respondent Public Service Electric and Gas Company. The Board of Public Utilities transmitted this matter to the Office of Administrative Law (OAL) where it was filed on October 29, 2013, for 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 parties have agreed to settle this matter and have prepared the attached Stipulation of Settlement indicating the terms of settlement.

I have reviewed the record and the settlement terms and **FIND:**

- 1 The parties have agreed to settle this matter and have prepared the attached agreement indicating the terms of settlement.
- 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. 17:27-19.1 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.

5/15/14  
DATE

  
JAMES A. GERAGHTY, ALJ

Date Received at Agency: \_\_\_\_\_

Date Mailed to Parties: \_\_\_\_\_

jb

STATE OF NEW JERSEY  
OFFICE OF ADMINISTRATIVE LAW

RECEIVED

Michele Chiles-Hickman )

Petitioner, )

v. )

Public Service Electric and Gas Company )

Respondent. )

2014 MAY 15 P 4:44

BPU DOCKET NO. EC130807-17U  
STATE OF NEW JERSEY  
OFFICE OF ADMIN. LAW  
OAL DOCKET NO. PUC 1563-2013 N

STIPULATION OF SETTLEMENT

On or about August 30, 2013, Petitioner filed the above-referenced billing dispute. Public Service Electric and Gas Company ("PSE&G" or "Respondent") filed an answer to Petitioner's petition and the New Jersey Board of Public Utilities ("NJ BPU" or "Board") transmitted the matter to the Office of Administrative Law ("OAL") as a contested case for adjudication.

In the interests of resolving this matter without further delay, extensive effort and costs, the parties hereto agreed to settle this matter in accordance with the following terms:

1. PSE&G agrees to credit to account number [REDACTED] 0801 the sum total of \$10,000, leaving a remaining arrearage balance of \$11,702.95.

2. Beginning with the next account statement following this Agreement, Petitioner will pay the remaining arrearage balance of \$11,702.95 over a fifteen (15) month period (hereinafter the "payback period") at seven hundred eighty (\$780) dollars per month plus current charges and will pay \$702.95 plus current charges on the last month of the payback period. Payments must be made by the due date presented on each account statement.

3. Petitioner agrees to remain current on her account with PSE&G during the payback period. Any payment missed during the payback period will automatically void this Agreement and the entire balance will be due.

4. This agreement is in settlement of the Petition filed by Petitioner on or about August 30, 2013.

5. Mutual Releases.

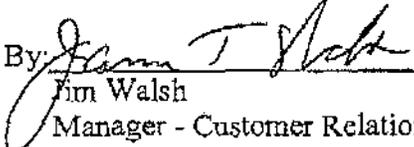
a. Petitioner hereby remises, releases and forever discharges Respondent from all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims or demands whatsoever in

law or in equity which they ever had, now have, or which they hereinafter can, shall or may have against any or all of the Defendants relating in any manner to the Petition, and the claims asserted, or which could have been asserted, in the Petition, (hereinafter "Released Claims"). The foregoing release is *not* intended to, and does *not*, release any claims (1) other than the Released Claims and (2) to enforce the terms and conditions of this Agreement.

b. Respondent does hereby remise, release and forever discharge Petitioner from all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, claims or demands whatsoever in law or in equity which they ever had, now have, or which they hereinafter can, shall or may have against Petitioner related in any manner to the Petition and the claims asserted, or which could have been asserted, in the Petition (hereinafter "**Released Claims**"). The foregoing release is *not* intended to, and does *not*, release any claims (1) other than the Released Claims, or (2) to enforce the terms and conditions of this Agreement.

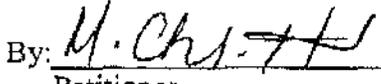
6. The undersigned agree that this Settlement contains mutually balancing and interdependent provisions and is intended to be accepted and approved in its entirety. In the event any particular aspect of this Settlement is not accepted and approved by the Board or modified by the Board, the party that is adversely affected by the modification can either accept the modification or declare this Settlement to be null and void, and the parties shall be placed in the same position that they were in immediately prior to its execution.

PUBLIC SERVICE ELECTRIC & GAS CO.

By:   
Jim Walsh  
Manager - Customer Relations

Date: 4-22-14

MICHELE CHILES-HICKMAN

By:   
Petitioner

Date: 4/22/14