



Agenda Date: 9/11/15
Agenda Item: VIID

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

LINCOLN CENTER COMMUNITY CHURCH)	ORDER ADOPTING INITIAL
Petitioner)	DECISION SETTLEMENT
)	
v.)	
)	
PUBLIC SERVICE ELECTRIC and GAS COMPANY,)	BPU DOCKET NO. EC14111331U
Respondent)	OAL DOCKET NO. PUC 01533-15

Parties of Record:

Mario M. Blanch, Esq., on behalf of Petitioner, Lincoln Center Community Church
Alexander C. Stern, Esq., on behalf of Respondent, Public Service Electric and Gas Company

BY THE BOARD:¹

On November 17, 2014, Lincoln Center Community Church, also known as Lincoln Center Community Development (“Petitioner”), filed a petition with the Board of Public Utilities (“Board”) requesting a formal hearing related to a billing dispute with Public Service Electric and Gas Company (“Respondent”) for utility services rendered by Respondent.

After the filing of Respondent’s answer, the Board transmitted this matter to the Office of Administrative Law (“OAL”) for hearing and initial disposition 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. This matter was assigned to Administrative Law Judge (“ALJ”) Michael Antoniewicz.

At the June 17, 2015 OAL hearing, the parties engaged in negotiations and reached a verbal settlement. By letter dated August 14, 2015, the parties entered into and signed a Stipulation of Settlement (“Stipulation”) that was submitted to the ALJ. By Initial Decision issued on August 20, 2015 and received by the Board on August 21, 2015, to which the Stipulation was attached and made part thereof, ALJ Antoniewicz 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.

Three active accounts for electric and gas service, all in the name of Petitioner, are associated with premises located at 517 Communipaw Avenue, Jersey City, New Jersey: (1) the “House Account” for electric service; (2) the “Center Account” for electric and gas service to the Church

¹ Commissioner Upendra J. Chivukula recused himself due to a potential conflict of interest and as such took no part in the discussion or deliberation of this matter.

center; and (3) the "Chapel Account" for electric and gas service to a chapel located on the premises. The outstanding balance on all three accounts is \$17,144.95, including the House Account of \$3,084.03, the Center Account of \$11,331.19, and the Chapel Account of \$2,729.73. Respondent has credited \$2,000 to the Center Account in the interest of customer relations resulting in a balance on that account of \$9,331.19. Therefore, the total amount in arrears is \$15,144.95.

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, the parties have further agreed to a Deferred Payment Agreement ("DPA") consistent with N.J.A.C. 14:3-7.7. The DPA requires Petitioner to remain current on all bills for a 12-month period and it requires Petitioner to make monthly installment payments on the total amount in arrears, including: \$257.00 per month on the House Account; \$778.00 per month on the Center Account; and \$227.00 per month on the Chapel Account. The DPA shall commence with the August 2015 monthly bill for each account with a DPA reference included on each bill.

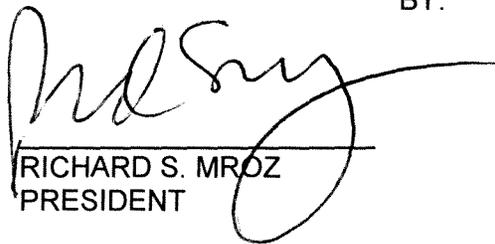
After review of the record and the Stipulation of Settlement of the parties, the Board **HEREBY FINDS** that the parties have voluntarily agreed to the settlement as evidenced by their signatures and that by the terms of the Stipulation of Settlement and they have fully resolved all outstanding contested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

Accordingly, the Board **ACCEPTS** the Initial Decision and the Stipulation of Settlement executed by the parties in their entirety as if they were attached hereto and made a part hereof.

The effective date of this Order is September 21, 2015.

DATED: 9-11-15

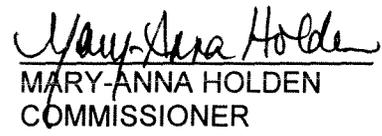
BOARD OF PUBLIC UTILITIES
BY:



RICHARD S. MROZ
PRESIDENT



JOSEPH L. FIORDALISO
COMMISSIONER

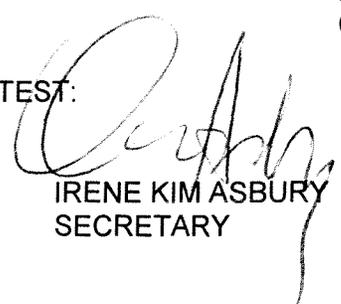


MARY-ANNA HOLDEN
COMMISSIONER



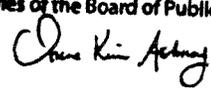
DIANNE SOLOMON
COMMISSIONER

ATTEST:



IRENE KIM ASBURY
SECRETARY

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



LINCOLN CENTER COMMUNITY CHURCH

V.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

BPU DOCKET NO. EC14111331U

OAL DOCKET NO. PUC01533-15

SERVICE LIST

Mario M. Blanch, Esq.
440 65th Street
West New York, New Jersey 07093

Alexander C. Stern, Esq.
PSEG Services Corporation
80 Park Plaza – T5G
Newark, New Jersey 07102

Eric Hartsfield, Director
Julie Ford-Williams, Chief
Division of Customer Assistance
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350

Veronica Beke, DAG
Division of Law
124 Halsey Street
Post Office Box 45029
Newark, New Jersey 07101-45029



ams

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 01533-15

AGENCY DKT. NO. EC14111331U

**LINCOLN CENTER COMMUNITY
CHURCH,**

Petitioner,

v.

**PUBLIC SERVICE ELECTRIC
AND GAS COMPANY,**

Respondent.

Mario M. Blanch, Esq., for petitioner

Alexander C. Stern, Esq., for respondent

Record Closed: August 18, 2015

Decided: August 20, 2015

BEFORE MICHAEL ANTONIEWICZ, ALJ:

This matter concerns a billing dispute by petitioner Lincoln Center Community Church against respondent Public Service Electric and Gas Company. The Board of Public Utilities transmitted this matter to the Office of Administrative Law, where it was filed January 15, 2015, 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. At the hearing scheduled on June 17,

2015, the parties engaged in settlement discussions toward an amicable resolution of this matter. Subsequently, under letter dated August 14, 2015, counsel for petitioner submitted the attached Stipulation of Settlement setting forth the terms of agreement.

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

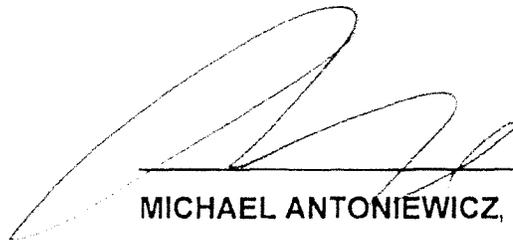
1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

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.

8/20/15
DATE


MICHAEL ANTONIEWICZ, ALJ

Date Received at Agency: _____

Date Mailed to Parties: _____

jb

2015 AUG 18 P 4:59

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

Lincoln Center Community Church)
) BPU DOCKET NO. EC14111331U
) OAL DOCKET NO. PUC01533-2015N
 Petitioner,)
)
 v.)
) STIPULATION OF SETTLEMENT
 Public Service Electric & Gas Company)
)
 Respondent.)

On or about November 10, 2014, Petitioner filed the above-referenced billing dispute. Public Service Electric & Gas Company ("PSE&G" or "Respondent") filed an answer to the petition and the New Jersey Board of Public Utilities ("NJBPU" 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 amicably and to avoid further delay and costs to the parties, the parties hereto agreed to settle this matter in accordance with the following terms:

1. Petitioner has three active PSE&G accounts for electric and gas service associated with utility service to property located at 517 Communipaw Avenue, Jersey City, New Jersey. Account #67 305 347 02 is Petitioner's house account and includes charges for electric service (hereinafter referred to as "House Account"). Account #65 570 885 05 is Petitioner's account for electric and gas service to the Church center (hereinafter referred to as "Center Account"). Account #65 570 885 05 is Petitioner's account for electric and gas service to a chapel located on the premises (hereinafter referred to as the "Chapel Account").

2. Petitioner and PSE&G (collectively, "the Parties") acknowledge that there are outstanding overdue balances associated with utility service to all three accounts as follows:

House Account	- \$ 3,084.03
Center Account	- \$11,331.19*
Chapel Account	- \$ 2,729.73
TOTAL	- \$17,144.95

ACS

MB
JW

*In the interest of good customer relations, PSE&G agrees to place a \$2,000 credit on the Center Account, reducing the balance owed to \$9,331.19, and the total balance owed to \$15,144.95.

3. To resolve this matter, the Parties have agreed to the following deferred payment arrangements ("DPAs"):

- House Account – Petitioner shall pay \$257 per month + current bills for 12 mos.
- Center Account – Petitioner shall pay \$948 per month + current bills for 12 mos.
- Chapel Account – Petitioner shall pay \$227 per month + current bills for 12 mos.

ACS
JW

4. Petitioner agrees to timely pay his PSE&G monthly bills for electric and gas service associated with the House Account, Center Account and Chapel Account, as well as the amounts associated with each DPA. The DPA shall commence as of Petitioner's August 2015 monthly bill for each account and reference to the DPA will be included on those bills.

5. If Petitioner fails to keep the agreement as set forth in the deferred payment arrangement established in paragraph 3 above and/or fails to make payments associated with current electric and gas service associated with the House Account, Center Account and Chapel Account, Petitioner understands that PSE&G would be entitled to all amounts due and owing prior to the settlement being entered into and that PSE&G may exercise its authority in accordance with its tariffs and the provisions of N.J.A.C. 14:3-3A.1 et seq. to discontinue service.

6. In addition to payments under the deferred payment arrangement established in paragraph 3, Petitioner agrees and understands that he must make timely payment of PSE&G monthly utility bills for utility service associated with the House Account, Center Account and Chapel Account so long as he remains a PSE&G customer.

7. This agreement is in full settlement of the Petition filed by Petitioner on or about November 10, 2014.

13. 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.

PSE&G SERVICES CORPORATION
Attorneys for PSE&G

DATED:

By: Alexander C. Stern
Alexander C. Stern, Esq.
Assistant General Regulatory Counsel

PUBLIC SERVICE ELECTRIC & GAS CO.

DATED:

By: James T. Walsh
James T. Walsh
Senior Customer Relations Consultant

MARIO M. BLANCH, LLC
Attorneys for Petitioner

DATED:

By: [Signature]
Mario M. Blanch, Esq.

DATED:

By: Bishop Tyrone Chess
Bishop Tyrone Chess, Petitioner