



Agenda Date: 12/16/15  
Agenda Item: VIIB

**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>DARREL KRAMER,</b>	)	ORDER ADOPTING
Petitioner,	)	INITIAL DECISION SETTLEMENT
	)	
v.	)	
	)	
<b>PUBLIC SERVICE ELECTRIC AND GAS</b>	)	
<b>COMPANY,</b>	)	BPU Docket No. EC15050626U
Respondent.	)	OAL Docket No. PUC 11163-15

**Parties of Record:**

**Darrel Kramer, pro se**  
**Alexander C. Stern, Esq.** and **James T. Walsh, Sr. Customer Relations Consultant,** on behalf  
of Respondent, Public Service Electric and Gas Company

BY THE BOARD:<sup>1</sup>

On May 20, 2015, Darrel Kramer (“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 to the Crown Point Road Unit in West Deptford, New Jersey (the “Property”).

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”) Ronald W. Reba.

While this matter was pending at the OAL, the parties engaged in negotiations and entered into and signed a Stipulation of Settlement (“Stipulation”) that was submitted to the ALJ. By Initial Decision issued on November 4, 2015, and submitted to the Board the same day, to which the Stipulation was attached and made part thereof, ALJ Reba 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.

<sup>1</sup> 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. Commissioner Joseph L. Fiordaliso was not present at the December 16, 2015 agenda meeting.

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter in settlement of the petition filed by Petitioner, Respondent, with regard to the service provided to the Property, agreed to credit Petitioner's account ending in 090 05 in the amount of \$369.35, leaving a balance of \$369.35. Respondent also will modify the address for the above account to Unit 821 C North, formerly known as Unit 21 C. Petitioner in return, agreed to pay the balance over six months by entering a Deferred Payment Agreement ("DPA"), requiring Kramer to make six supplemental payments of \$61.56 per month in addition to the monthly utility bills.

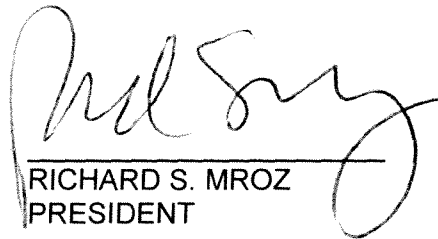
After review of the record and the Stipulation, the Board **HEREBY FINDS** that the parties have voluntarily agreed to the settlement as evidenced by their signatures and that by the terms of the Stipulation, have fully resolved all outstanding contested issues in this matter.

Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and the Stipulation executed by the parties in their entirety. The Stipulation is attached hereto and made a part hereof.

The effective date of this Order is December 26, 2015.


DATED: 12/16/15

BOARD OF PUBLIC UTILITIES  
BY:

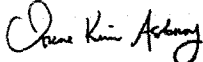
  
RICHARD S. MROZ  
PRESIDENT

  
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



IN THE MATTER OF DARREL KRAMER, PETITIONER, V. PUBLIC SERVICE ELECTRIC  
AND GAS COMPANY, RESPONDENT

DOCKET NOS. BPU EC15050626U AND OAL PUC 11163-15

SERVICE LIST

Darrel Kramer  
762 Crown Point Road, Unit 821 C  
West Deptford, NJ 08088-9626

Alexander C. Stern, Esq.  
PSEG Services Corporation  
80 Park Plaza – T5-G  
Newark, NJ 07102  
[Alexander.stern@pseg.com](mailto:Alexander.stern@pseg.com)

James T. Walsh  
Sr. Customer Relations Consultant  
PSEG Services Corporation  
80 Park Plaza – T5-G  
Newark, NJ 07102  
[James.walsh@pseg.com](mailto:James.walsh@pseg.com)

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  
[Eric.hartsfield@bpu.state.nj.us](mailto:Eric.hartsfield@bpu.state.nj.us)

Julie Ford-Williams, Chief  
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@bpu.state.nj.us](mailto:Julie.ford@bpu.state.nj.us)

T. David Wand, DAG  
Division of Law  
124 Halsey Street  
Post Office Box 45029  
Newark, NJ 07101-45029  
[David.wand@dol.lps.state.nj.us](mailto:David.wand@dol.lps.state.nj.us)



NOV 04 2015

MAIL RECEIVED

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

**INITIAL DECISION**

**SETTLEMENT**

OAL DKT. NO. PUC 11163-15

AGENCY DKT. NO. EC15050626U

**DARREL KRAMER,**

Petitioners,

v.

**PUBLIC SERVICE ELECTRIC & GAS COMPANY,**

Respondent.

**Darrel Kramer, petitioners, pro se**

**Alexander C. Stern, Esq., for respondent**

Record Closed: October 14, 2015

Decided: November 4, 2015

BEFORE **RONALD W. REBA, ALJ:**

*Cins*  
*v. Hayes*  
*D-Leathomas*  
*E. Hartfield*  
*J. Ford*  
*d. Jordan*  
*R. Lambert*  
*E. Bestow*  
*J. Gentsman*  
*J. Kane*  
*C. Vachier*

This matter concerns a billing dispute by petitioners Darrel Kramer against respondent Public Service Electric and Gas Company. The Board of Public Utilities transmitted the matter to the Office of Administrative Law, where it was filed on July 27, 2015, for determination as a contested case. Subsequently, the parties reached a settlement of the matter and 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.

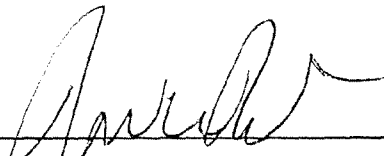
I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and, therefore, **ORDER** that the parties comply with the settlement terms and that these proceedings be concluded.

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.

November 4, 2015 \_\_\_\_\_

DATE

  
\_\_\_\_\_  
RONALD W. REBA, ALJ

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

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

/mel

Darrel Kramer, )  
 Petitioner )  
 v. )  
 PSE&G, )  
 Respondent )

BPU DKT No: EC150506264  
 OAL DKT No: PUC 11163-2015  
 Stipulation of Settlement

On or about May 22, 2015, Petitioner filed the above-referenced billing dispute. PSE&G filed an answer to the Petition and the New Jersey Board of Public Utilities transmitted the matter to the Office of Administrative Law as a contested case for adjudication.

In the interest 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. Although not agreeing with the merits of the allegations expressed in the Petition, in the interests of good customer relations, PSE&G agrees to credit Petitioner's account \$369.35. Additionally, PSE&G shall modify the address on the utility account to reflect Petitioner's address as 1762 Crown Point Rd, 821 C North

2. After application of the \$369.35 bill credit referenced in paragraph 1, Petitioner acknowledges that there will still be an outstanding overdue balance on the account owed to PSE&G totaling \$369.35.

OAL- 2 of 3  
PUC 11163-26155

3. Petitioner hereby agrees to timely pay his PSE&K bills for electric service as well as to enter into a six month deferred payment arrangement ("DPA") with PSE&K to pay off the \$369.35 settlement amount agreed to at the time of settlement.

4. Petitioner agrees to make six supplemental payments of \$61.56 per month in addition to monthly utility bills commencing with his ~~December~~ November utility bill. Pursuant to BPU regulation, Petitioner may request to have his meter tested annually.

5. If Petitioner fails to keep the agreement as set forth in the DPA established and/or fails to make payments associated with current utility service associated with the utility account, Petitioner understands that PSE&K would be entitled to all amounts due and owing at that time. Additionally, Petitioner understands that PSE&K may exercise its authority in accordance with its tariff and the provisions of MSAC 14:3-3A-1 at 309. to discontinue service.

6. This agreement is in full settlement of the petition filed by petitioner on or about May 22, 2015.

OAL  
PVC III 63-2015 3 of 3

7. The undersigned agree that this Settlement contains mutually balancing and inter-dependent 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.

10/15/15

PSEG Services Corporation

Alexander C. Stern

Alexander C. Stern, Esq.

Associate General Regulatory Counsel

PSEG

10/15/15

James T. Walsh  
James T. Walsh

10/15/15

Darrel Kramer  
Darrel Kramer