



Agenda Date: 4/23/14
Agenda Item: VIIA

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

THOMASO ZAGARI,)	ORDER ADOPTING INITIAL
Petitioner)	DECISION SETTLEMENT
)	
V.)	
)	
PUBLIC SERVICE ELECTRIC AND GAS COMPANY,)	BPU Docket No. GC13111048U
Respondent)	OAL Docket No. PUC 18712-13

Parties of Record:

Jamie Palumbo, Esq., appearing on behalf of Petitioner
Amanda Johnson, Esq., appearing on behalf of Respondent, Public Service Electric and Gas Company

BY THE BOARD:

On November 6, 2013, Thomaso Zagari, ("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" or "Company") for utility services rendered by Respondent. Petitioner claimed he was incorrectly billed by PSE&G for gas usage in the amount of \$1,752.14, due to an inaccurate gas meter reading when the meter was reportedly replaced in August, 2013. The Company filed an Answer denying the allegation.

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") Leland S. McGee.

A prehearing conference was scheduled for February 20, 2014, but was adjourned because the parties agreed to settle the matter. The parties entered into and signed a Stipulation of Settlement ("Stipulation") that was submitted to ALJ McGee, in which Respondent agreed to credit Petitioner's account ending in #8909 in the amount of \$1,186.54, leaving a remaining arrearage balance of \$1,163.84. Petitioner agreed to timely pay its arrears by making a lump sum payment of \$500.00, paying the remaining \$663.84 over a thirty-three month period at \$20.00 per month plus current charges, with the last payment being \$23.84 plus current charges.


By Initial Decision issued on March 7, 2014 and submitted to the Board on March 11, 2014, to which the Agreement was attached and made a part thereof, ALJ McGee 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.

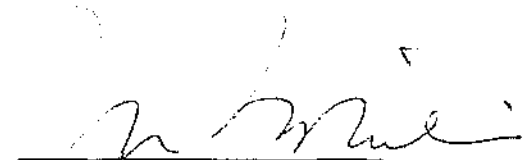
After review of the Initial Decision, the Stipulation of Settlement of the parties, and the entire record, the Board **HEREBY FINDS** that the parties have voluntarily agreed to the Stipulation as evidenced by their signatures and that by the terms of the Stipulation agreement, have fully resolved all 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: 4/24/14

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



THOMASO ZAGARI

V.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

BPU Docket No. GC13111048U

OAL Docket No. PUC 18712-13

SERVICE LIST

Thomaso Zagari
382 Lafayette Avenue
Cliffside Park, New Jersey 07010

Jaime Palumbo, Esq.
Mack Cali Corporate Center
50 Tice Blvd Suite 363
Woodcliff Lake, New Jersey 07677

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

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Newark, New Jersey 07101-45029

NJ BPU
OFFICE OF
CASE MANAGEMENT
FORWARDING

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NJ BPU
CASE MANAGEMENT

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 18712-13

AGENCY DKT. NO. GC13111048U

THOMASO ZAGARI,

Petitioner,

v.

PUBLIC SERVICE ELECTRIC

AND GAS COMPANY,

Respondent.

Jaime Palumbo, Esq., for petitioner

Amanda Johnson, Esq., for respondent

Record Closed: March 7, 2014

Decided: March 7, 2014

BEFORE LELAND S. MCGEE, ALJ:

On December 26, 2013, this matter was transmitted to the Office of Administrative Law (OAL) for 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- 13. A pre hearing conference was scheduled for February 20, 2014. During the pendency of the case at the OAL, the parties reached a Settlement. A Settlement Agreement was prepared and executed indicating the terms of the agreement, which are incorporated herein by reference.

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

1. The parties have voluntarily agreed to the settlement as evidenced by their agreement or their representatives' agreement as set forth above.
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.

March 7, 2014
DATE


LELAND S. MCGEE, ALJ

Date Received at Agency: March 7, 2014

Date Mailed to Parties: _____

lr

Attachment

RECEIVED

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW
2013 MAR -7 A 11:05

Thomaso Zagari)
STATE OF NEW JERSEY)
OFFICE OF ADMIN. LAW)
Petitioner,)

v.)

Public Service Electric and Gas Company)
Respondent.)

) BPU DOCKET NO. EC131110)
) OAL DOCKET NO. PUC 1871922013)
) STIPULATION OF SETTLEMENT)

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW
2013 MAR -7 A 11:05

RECEIVED

On or about November 6, 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 ("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 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 65 412 889 09 the sum total of \$1,186.54, leaving a remaining arrearage balance of \$1,163.84.
2. Beginning with the next account statement following this Agreement, Petitioner will make a lump sum payment of \$500.00 and will pay the remaining arrearage balance of \$663.84 over a thirty-three (33) month period (hereinafter the "payback period") at twenty (\$20) dollars per month plus current charges and will pay \$23.84 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 its 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 November 6, 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: Patricia Esler
Patricia Esler
Manager - Customer Assessment

Date: 3/3/14

THOMASO ZAGARI

By: Thomaso Zagari
Petitioner

Date: 2/27/14