



Agenda Date: 10/15/15
Agenda Item: VIIC

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

FRANCIS REYES,)	ORDER ADOPTING INITIAL
Petitioner)	DECISION SETTLEMENT
)	
v.)	
)	
PUBLIC SERVICE ELECTRIC and GAS)	
COMPANY,)	BPU DOCKET NO. EC15010093U
Respondent.)	OAL DOCKET NO. PUC 04278-15

Parties of Record:

Francis Reyes, pro se
Alexander C. Stern, Esq., on behalf of Respondent, Public Service Electric and Gas Company

BY THE BOARD:¹

On January 22, 2015, Francis Reyes ("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 allegedly high bills 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") Gail M. Cookson.

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 September 3, 2015, and submitted to the Board on September 4, 2015, to which the Stipulation was attached and made part thereof, ALJ Cookson 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.

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.

Among the terms of their agreement, the Respondent shall credit Petitioner's primary account in the amount of \$1,850.75 leaving an outstanding overdue balance on that account of \$1,689.96. By Respondent removing a \$260.00 deposit on the account and crediting that amount to the subject account, the overdue balance was further reduced to \$1,429.96. In addition to timely paying his bills for electric and gas service, Petitioner will enter into a fifteen (15) month Deferred Payment Arrangement ("DPA") by which to pay the overdue balance. Said arrangement calls for fourteen (14) supplemental monthly payments of \$100.00 and a fifteenth payment of \$29.96, plus current bills commencing in October 2015. Should Petitioner fail to keep the fifteen (15) month DPA, Respondent would be entitled to place the \$260.00 security deposit back on the utility account as well as amounts due and owing at the time.

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 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.

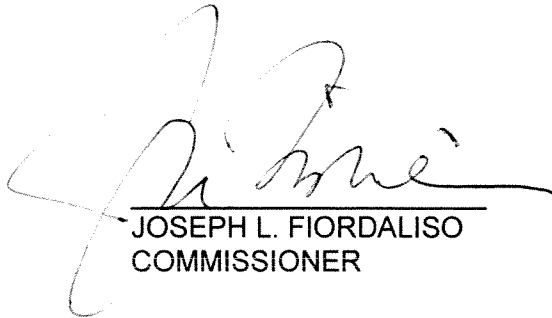
Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and the Stipulation of Settlement executed by the parties in their entirety as if they were attached hereto and made a part hereof.

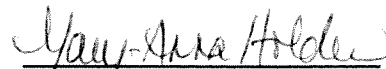
The effective date of this Order is October 25, 2015.

DATED: *October 15, 2015*

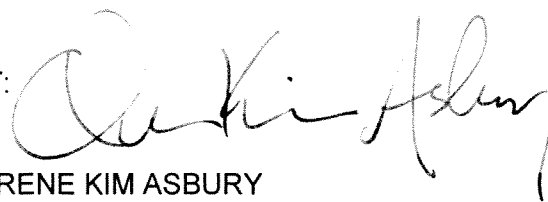
BOARD OF PUBLIC UTILITIES
BY:

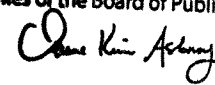

RICHARD S. MROZ
PRESIDENT


JOSEPH L. FIORDALISO
COMMISSIONER


MARYANNA 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


FRANCIS REYES

V.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

BPU DOCKET NO. EC15010093U
OAL DOCKET NO. PUC 04278-15

SERVICE LIST

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

Case 3

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 04278-15
AGENCY DKT. NO. EC15010093U

FRANCIS REYES,

Petitioner,

v.

**PUBLIC SERVICE ELECTRIC & GAS
COMPANY,**

Respondent.

Francis Reyes, petitioner pro se

Alexander C. Stern, Assistant General Regulatory Counsel, for respondent
(Tamara L. Linde, General Counsel, attorney)

Case 3
V Reyes
D Lee-Thomas
C. Hartsfield
J. Ford
C. Jordan
R. Lambert
E. Bestica
S. Gertman
J. Kane
C. Vachner

Record Closed: August 25, 2015

Decided: September 3, 2015

BEFORE **GAIL M. COOKSON**, ALJ:

On or about February 5, 2015, Francis Reyes (petitioner) filed a dispute with the Board of Public Utilities (Board) against Public Service Electric and Gas Company (PSEG or respondent) alleging improper charges to his residential utility account on the basis, inter alia, that certain common areas not possessed or owned by him were being charged on his meter and/or that the meter was inaccurate. PSEG answered to the complaint on or about February 20, 2015. The file 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, on March 27, 2015.

A case management conference was convened telephonically on April 16, 2015, and an in-person settlement conference was scheduled at that time for June 30, 2015. Thereafter, a peremptory hearing date was set for August 3, 2015. Constructive progress was made prior to the commencement of the plenary hearing. At that time, the parties were able to reach verbal agreement on all material terms and conditions of a resolution of the petitioner's complaint and those terms were preliminarily reduced to writing that same date.

Under cover of August 25, 2015, I received a fully-executed Stipulation of Settlement of all parties to this matter with a request that I enter an Initial Decision Settlement and transmit same to the Board. That agreement more completely sets forth the terms and conditions of the settlement of all issues raised by the filing of the Company.

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

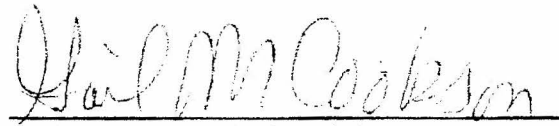
1. The parties have voluntarily agreed to the settlement as evidenced by the signatures of the parties or their representatives.
2. The settlement fully disposes of all issues in controversy and is consistent with law.

I **CONCLUDE** that the Stipulation of Settlement meets the requirements of N.J.A.C. 1:1-19.1 and therefore, it is **ORDERED** that the matter be deemed dismissed with prejudice and that these proceedings be and are hereby 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.

September 3, 2015
DATE


GAIL M. COOKSON, ALJ

Date Received at Agency: _____

Date Mailed to Parties: _____

id

**STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW**

Francis Reyes)	
)	BPU DOCKET NO. EC15010093U
)	OAL DOCKET NO. PUC04278-2015N
Petitioner,)	
)	
v.)	
)	STIPULATION OF SETTLEMENT
Public Service Electric & Gas Company)	
)	
Respondent.)	

On or about February 5, 2015, 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. 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 Primary Account \$1,850.75.
3. After application of the \$1,850.75 bill credit referenced in paragraph 1, Petitioner acknowledges that there will still be an outstanding overdue balance on the account owed to PSE&G for past electric and gas service rendered by PSE&G totaling \$1,689.96.
4. Although not agreeing with the merits of the allegations expressed in the Petition, in further interest of good customer relations, PSE&G agrees that a \$260.00 security deposit previously placed on the account will be removed and credited to the balance owed, thereby reducing the balance owed further to \$1,429.96.
5. Petitioner agrees to timely pay his PSE&G bills for electric and gas service as well as to enter into a fifteen month deferred payment arrangement ("DPA") with PSE&G to pay off the \$1,429.96 settlement amount agreed to at the time of settlement.

6. Petitioner agrees to make fourteen (14) supplemental payments of \$100 per month in addition to monthly utility bills commencing with his October utility bill. In the fifteenth (15th) month from October 2015, Petitioner agrees to make a payment of \$29.96 in addition to current bills due and owing. Petitioner is not foreclosed from paying off the \$1,429.96 settlement amount due prior to the fifteen month deferred payment period allotted.

7. If Petitioner fails to keep the agreement as set forth in the deferred payment arrangement established and/or fails to make payments associated with current electric and gas service associated with the utility account, Petitioner understands that PSE&G would be entitled to place the \$260 security deposit back on the utility account as well as all amounts due and owing at that time. Additionally, Petitioner understands that PSE&G believes 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.

8. In addition to payments under the DPA established above, Petitioner agrees and understands that he must make timely payment of PSE&G monthly utility bills for utility service associated with his utility account so long as he remains a PSE&G customer.

9. Petitioner understands that PSE&G believes that any issues with respect to interior piping of the premise and how utility service costs are allocated within the premise must be addressed by Petitioner with his landlord.

10. PSE&G understands that Petitioner reserves his rights to assert claims against his landlord for failure to provide appropriate piping within the multi-family dwelling to make sure Petitioner is only paying for utility service associated with his electric and gas usage. PSE&G takes no position with respect to any claims Petitioner seeks to make against his landlord with respect to this issue.

9. This agreement is in full settlement of the Petition filed by Petitioner on or about February 5, 2015.

10. 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.

PSEG SERVICES CORPORATION
Attorneys for PSE&G

DATED: 8/24/15

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

PUBLIC SERVICE ELECTRIC & GAS CO.

DATED: 8-24-15

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

DATED: 8/17/15

By: Francis Reyes
Francis Reyes, Petitioner