



Agenda Date: 10/20/17  
Agenda Item: VIIA

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
44 South Clinton Avenue, 3<sup>rd</sup> Floor, Suite 314  
Post Office Box 350  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

CUSTOMER ASSISTANCE

<b>HELENE JACKSON,</b>	)	ORDER ADOPTING INITIAL
Petitioner	)	DECISION SETTLEMENT
	)	
v.	)	
	)	
<b>ELIZABETHTOWN GAS COMPANY,</b>	)	BPU Docket No. GC16111105U
Respondent	)	OAL Docket No. PUC 01809-17

**Parties of Record:**

**Helene Jackson, pro se**  
**Brendan J. Mooney, Esq.,** for Respondent, Elizabethtown Gas Company

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

On November 18, 2016, Helene Jackson ("Petitioner") filed a petition with the Board of Public Utilities ("Board") related to a billing dispute with Elizabethtown Gas Company ("Elizabethtown" or "Respondent") for service rendered by Respondent to the Petitioner.

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") Irene Jones.

In her petition, Petitioner stated that she received bills based on a prior account held by the Petitioner for the period November 2005 through August 22, 2008 ("Disputed Period"). She disputed the amount billed by Respondent.

In its answer dated January 27, 2017, Elizabethtown denied the allegations that Petitioner was incorrectly billed. Elizabethtown contended that services were supplied and billed in accordance with terms and conditions and rate schedules set forth in its Board approved Tariff. Elizabethtown requested that the relief sought be denied on the basis that Petitioner failed to set forth a claim upon which relief may be granted.

<sup>1</sup> Commissioner Dianne Solomon did not participate.

A hearing at the OAL was held on July 20, 2017. The parties subsequently voluntarily agreed to resolve the matter and entered into a signed Stipulation of Settlement ("Stipulation") that was submitted to the ALJ on August 28, 2017. By Initial Decision issued on September 7, 2017, and submitted to the Board on September 7, 2017, to which the Stipulation was attached and made part thereof, ALJ Jones 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.

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, Elizabethtown agrees to reduce the Disputed Amount from \$1,116.17 to \$200.00 ("Settlement Amount"). Petitioner agrees to pay the Settlement Amount in equal monthly installments over a six month period. The first installment payment of the Settlement Amount will be due within forty-five days (45) of the Administrative Law Judge's Initial Decision approving the Settlement Agreement, or within ten (10) days of a Board Order approving such Initial Decision, whichever is earlier.

After review of the Initial Decision 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, they 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 as if fully set forth herein. The stipulation is attached hereto and made a part hereof.

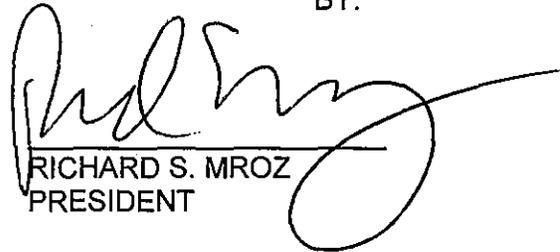
The effective date of this Order is October 30, 2017.

DATED: 10/20/17

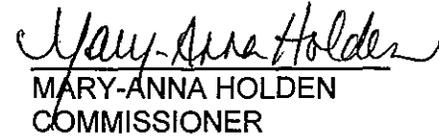
BOARD OF PUBLIC UTILITIES  
BY:



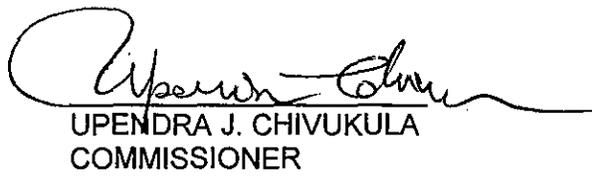
JOSEPH L. FIORDALISO  
COMMISSIONER



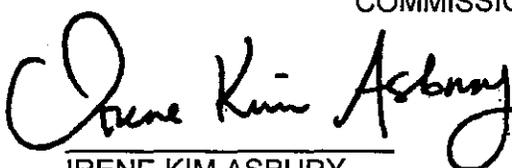
RICHARD S. MROZ  
PRESIDENT



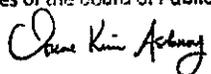
MARY-ANNA HOLDEN  
COMMISSIONER



UPENDRA J. CHIVUKULA  
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 HELENE JACKSON, PETITIONER V.  
ELIZABETHTOWN GAS COMPANY, RESPONDENT**

**BPU DOCKET NO. GC16111105U  
OAL DOCKET NO. PUC 01809-17**

**SERVICE LIST**

Helene Jackson  
2249 Stecher Avenue  
Union, New Jersey 07083

Brendan J. Mooney, Esq.  
Cullen & Dykman, LLP  
Garden City Center  
100 Quentin Roosevelt Boulevard  
Garden City, New York 11530-4850

Eric Hartsfield, Director  
Division of Customer Assistance  
Board of Public Utilities  
44 South Clinton Avenue, 3<sup>rd</sup> Floor, Suite 314  
Post Office Box 350  
Trenton, New Jersey 08625-0350  
[Eric.hartsfield@bpu.nj.gov](mailto:Eric.hartsfield@bpu.nj.gov)

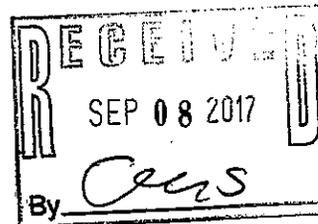
Julie Ford-Williams, Chief  
Division of Customer Assistance  
Board of Public Utilities  
44 South Clinton Avenue, 3<sup>rd</sup> Floor, Suite 314  
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Trenton, New Jersey 08625-0350  
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Renee Greenberg, DAG  
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[Renee.Greenberg@law.njoag.gov](mailto:Renee.Greenberg@law.njoag.gov)

BOARD OF PUBLIC UTILITIES

SEP 08 2017

MAIL RECEIVED



State of New Jersey  
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 01809-17

AGENCY DKT. NO. GC16111105U

**HELENE JACKSON,**

Petitioner,

v.

**ELIZABETHTOWN GAS**

**COMPANY,**

Respondent.

**Helene Jackson, pro se**

**Brendan J. Mooney, Esq.,** for respondent Elizabethtown Gas Company  
(Cullen and Dykman, LLP, attorneys)

Record Closed: August 28, 2017

Decided: September 7, 2017

BEFORE **IRENE JONES, ALJ:**

STATEMENT OF THE CASE

On February 6, 2017, 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. 52:14F1 to -13.

CMS  
V. Haynes  
D. Lee Thomas  
E. Hartsfield  
J. Ford  
R. Lambert  
R. Matos  
D. Brantley  
B. Agee  
C. Vachier

A hearing was held on July 20, 2017, thereafter, the parties continued to engage in settlement discussions. On or about August 20, 2017, the undersigned was notified that the parties reached a settlement. The signed Stipulation of Settlement was forwarded to the OAL on August 28, 2017 and is attached hereto.

After reviewing the record and the settlement, I **FIND**:

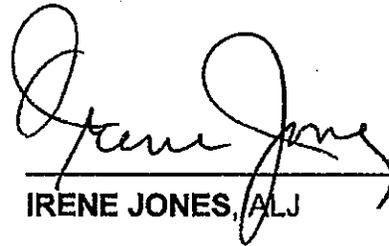
1. The parties have voluntarily agreed to the settlement as evidenced by the signatures or the signatures of the representatives.
2. The settlement fully disposes of all issues in controversy and is consistent with the law and is in the public interest.

Therefore, I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1(d) and should be approved. It is further **ORDERED** that the parties comply with the settlement terms and the 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.

Sept. 7, 2017  
DATE

  
IRENE JONES, ALJ

Date Received at Agency: Sept 7, 2017

Date Mailed to Parties: Sept 7, 2017

kep

-----X  
**Helene Jackson** :  
: Petitioner, :  
v. :  
**Elizabethtown Gas,** :  
: Respondent. :  
-----X

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2017 AUG 28 A 10:44  
OAL Docket No. PUC 01809-2017 N  
BPU Docket No. GC1611105U  
STATE OF NEW JERSEY  
OFFICE OF ADMIN. LAW

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made this 25<sup>th</sup> day of August 2017, by and between Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas ("Elizabethtown"), a public utility corporation with offices at 520 Green Lane, Union, New Jersey 07083 and Helene Jackson, an individual with an address at 2249 Stecher Avenue, Union, New Jersey 07083 (the "Petitioner" and collectively Elizabethtown and Petitioner are hereinafter referred to as the "Parties").

WHEREAS, Elizabethtown provides natural gas service to the premises located at 2249 Stecher Avenue, Union, New Jersey ("Premises");

WHEREAS, Petitioner is identified by Elizabethtown's records as the customer of record for the gas service rendered to the Premises under Elizabethtown Account No. [REDACTED]

WHEREAS, in June 2016 Elizabethtown billed Petitioner \$1,116.17 for unpaid gas service charges for gas consumed on a prior account (Account No. 7107888681) held by Petitioner serving premises located at 16 West Emerson Avenue, Apt. 2F, Rahway, New Jersey 07065, for the period November 2005 through August 22, 2008 ("Disputed Period");

WHEREAS, on or about November 18, 2016, Petitioner filed with the New Jersey Board of Public Utilities ("Board") a Petition for Formal Hearing ("Petition"), which was assigned Board Docket Number GC1611105U, disputing the \$1,116.17 charge ("Disputed Amount");

WHEREAS, the Board transferred the matter to the Office Administrative Law, which assigned it OAL Docket Number PUC 01809-2017 N; and

WHEREAS, the Parties desire to resolve their dispute.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the Parties agree to be legally bound hereby as follows:

1. In the interest of resolving this matter, and without agreeing with the merits of the allegations set forth in the Petition, Elizabethtown agrees to reduce the Disputed Amount to \$200.00 (the "Settlement Amount"). Without admitting fault or

liability, Petitioner agrees to pay the Settlement Amount in accordance with the terms reflected herein.

2. The Settlement Amount shall be paid by Petitioner to Elizabethtown in equal monthly installments over a six month period. The first installment payment of the Settlement Amount will be due within forty-five (45) days of an Administrative Law Judge's Initial Decision approving the Settlement Agreement, or within ten (10) days of a Board Order approving such Initial Decision, whichever is earlier. The Settlement Amount shall be delivered by regular mail or similar method as follows (or as may otherwise be directed by Elizabethtown):

Elizabethtown Gas  
Customer Relations  
520 Green Lane  
Union, New Jersey 07083  
Attn: Aurora Balbuena

3. This Settlement Agreement shall not eliminate or otherwise affect Petitioner's obligation to make payments for natural gas service charges not associated with the Disputed Period that have or may become due to Elizabethtown.
4. In the event that Petitioner fails to make payment in accordance with Paragraph Nos. 1 and 2, above, the Parties agree that Elizabethtown may exercise any rights that it has under applicable laws, regulations or its Tariff including, without limitation, seeking payment of the full Disputed Amount and any other amounts then due and owing including, and/or discontinuing service to the Premises.
5. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. In the event that any provision of this Settlement Agreement is deemed invalid or unenforceable, those provisions not deemed invalid or unenforceable shall remain in full force and effect.
6. Any amendment or modification to this Settlement Agreement shall be binding only if evidenced in a writing signed by the Parties.
7. This Settlement Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to be one and the same document.
8. The undersigned agree that this Settlement Agreement 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 Agreement is not accepted and approved by the Board, or is modified by the Board, the Party that is adversely affected by such Board action, may either accept the modification or declare this Settlement Agreement to be null and void,

and the Parties shall be placed in the same position that they were in immediately prior to its execution.

IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the day and year first above written.

**Pivotal Utility Holdings, Inc. d/b/a  
Elizabethtown Gas**

By: Mary Patricia Keefe  
Mary Patricia Keefe, Esq.  
Vice President, Regulatory Affairs and  
Business Support

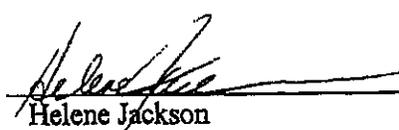
\_\_\_\_\_  
Helene Jackson

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IN WITNESS WHEREOF, the Parties have duly executed this Settlement Agreement as of the day and year first above written.

**Pivotal Utility Holdings, Inc. d/b/a  
Elizabethtown Gas**

By: \_\_\_\_\_  
Mary Patricia Keefe, Esq.  
Vice President, Regulatory Affairs and  
Business Support

 8/17/17  
Helene Jackson



**CULLEN and DYKMAN LLP**

**BRENDAN J. MOONEY**  
ASSOCIATE  
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August 25, 2017

**VIA FEDEX**

Hon. Irene Jones  
State of New Jersey  
Office of Administrative Law  
33 Washington Street  
Newark, NJ 07102

RECEIVED  
2017 AUG 28 A 10:44  
STATE OF NEW JERSEY  
OFFICE OF ADMIN. LAW

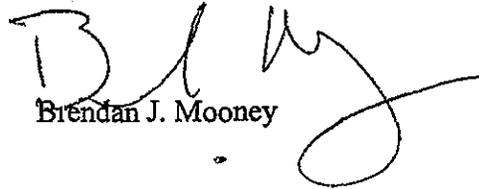
Re: Jackson, Helene v. Elizabethtown Gas  
OAL Docket No. PUC 01809-2017 N

Dear Judge Jones:

Please find enclosed for Your Honor's consideration a Settlement Agreement signed by the parties to the above-referenced matter. If the Settlement Agreement is acceptable to you, I respectfully request that Your Honor issue a decision approving same.

Please feel free to contact me should you require additional information.

Very truly yours,



Brendan J. Mooney

BJM/dr

cc: Helene Jackson (via email)

*Founded 1850*

BROOKLYN

LONG ISLAND

MANHATTAN

WASHINGTON, D.C.

ALBANY

NEW JERSEY