



Agenda Date: 11/20/12
Agenda Item: VIIE

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

DELIVERANCE EVANGELISTIC CENTER, INC.,)	ORDER ADOPTING INITIAL
Petitioner)	DECISION SETTLEMENT
V.)	
PUBLIC SERVICE ELECTRIC AND GAS COMPANY,)	BPU DKT. NO. EC12020160U
Respondent)	OAL DKT. NO. PUC04672-12

Parties of Record:

Robert T. Pickett, Esq., appearing on behalf of Petitioner, Deliverance Evangelistic Center, Inc.
Amanda Johnson, Esq., appearing on behalf of Respondent, Public Service Electric and Gas Company

BY THE BOARD:

On February 24, 2012, Deliverance Evangelistic Center, Inc. ("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") Kimberly A. Moss.

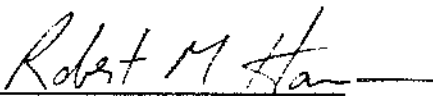
While this matter was pending at the OAL, the parties engaged in negotiations and entered into and signed a Settlement Agreement ("Agreement") that was submitted to the ALJ. By Initial Decision issued on October 12, 2012 and submitted to the Board on October 17, 2012, to which the Agreement was attached and made part thereof, ALJ Moss found that the Agreement 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.

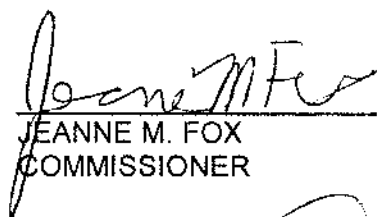
After review of the Initial Decision and the Settlement Agreement of the parties, the Board HEREBY FINDS that the parties have voluntarily agreed to the settlement as evidenced by their signatures and that by the terms of the Settlement Agreement, have fully resolved all outstanding contested issues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


Accordingly, the Board HEREBY ADOPTS¹ the Initial Decision and Settlement Agreement executed by the parties in their entirety. A copy of the Settlement Agreement is attached hereto and made a part hereof.

DATED: 11/20/12

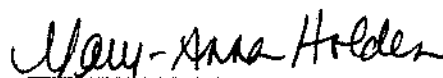
BOARD OF PUBLIC UTILITIES
BY:


ROBERT M. HANNA
PRESIDENT

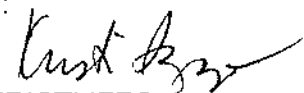

JEANNE M. FOX
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER

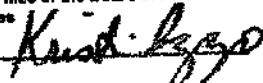

NICHOLAS ASSELTA
COMMISSIONER


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



¹ In paragraph 1e of the Settlement Agreement, the parties have language providing that all proceedings will remain confidential and subject to the Open Public Records Act. By adopting the Initial Decision and Settlement Agreement, the Board is not issuing a confidentiality order nor is it addressing the confidentiality of any information. The Board is bound by N.J.A.C. 14:1-12.1 et seq., and the provisions of the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Similarly, in paragraph 9 of the Settlement Agreement, the parties have language concerning the jurisdiction of the Board. By adopting the Initial Decision and Settlement Agreement, the Board is not adopting any language which would limit or enlarge the Board's jurisdiction. The jurisdiction of the Board is governed by Title 48 of the New Jersey Statutes.

DELIVERANCE EVANGELISTIC CENTER, INC.

v.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

BPU DOCKET NO. EC12020160U

OAL DOCKET NO. PUC04672-12

SERVICE LIST

Robert T. Pickett, Esq.
Attorney at Law
80 Main Street, Suite 430
West Orange, New Jersey 07052

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

Eric Hartsfield, Director
Julie Ford-Williams
Division of Customer Assistance
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P.O. Box 350
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124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101

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REC'D
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CASE MANAGEMENT

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

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NJ DPU
CONFERENCE ROOM

Case No. 12-07115

INITIAL DECISION
SETTLEMENT

OAL DKT. NO. PUC 04672-12N
AGENCY DKT. NO. EC12020160U

DELIVERANCE EVANGELISTIC CENTER, INC.
Petitioner,
v.
**PUBLIC SERVICE ELECTRIC AND GAS
COMPANY,**
Respondent.

Robert T. Pickett, Esq. appearing on behalf of petitioner

Amanda Johnson, Esq. on behalf of respondent (PSE&G Services Corporation)

Record Closed: October 11, 2012

Decided: October 12, 2012

BEFORE KIMBERLY A. MOSS, ALJ:

On April 10, 2012, 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 telephone prehearing was conducted on April 26, 2012 during which time the hearing was scheduled for September 18, 2012. The September hearing was adjourned due to the parties reaching a tentative settlement. The matter was rescheduled to October 18, 2012. On October 11, 2012 the undersigned received a copy of the fully executed Stipulation of Settlement, which is attached hereto for reference.

I have reviewed the record and terms of the Stipulation of Settlement 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.

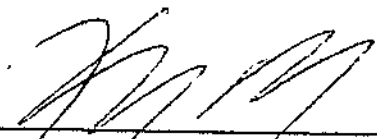
I **CONCLUDE** that the agreement meets the requirements of N.J.A.C. 1:1-19.1 and therefore, it is **ORDERED** that the parties comply with the settlement terms and that these proceedings be and are hereby concluded.

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 (45) 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.

10-12-12

DATE



KIMBERLY A. MOSS, ALJ

Date Received at Agency: _____

Date Mailed to Parties: _____

ljb

Robert T. Pickett

Attorney At Law
80 Main Street Ste 430
West Orange, New Jersey 07052

(973) 762.0613
(973) 762.0616 fax

October 9, 2012

Hon. Kimberly A. Moss, ALJ
Office Of Administrative Law
7th Floor
33 Washington Street
Newark, NJ 07102

2012 OCT 11 P 4:11

**Re: Deliverance Evangelistic Center, Inc. vs.
PSE&G
OAL DKT No. PUC-04672-N / Agency Dkt. No. EC-12020160U**

Dear Judge Moss:

In accordance with Petitioner's and the Respondent's earlier notification of a settlement in this matter, please find enclosed original and two copies of Stipulation of Settlement duly executed by the parties and counsel. Please file the original and return one copy to me marked as "Filed" in the enclosed self-addressed envelope. We anticipate that you will forward the Stipulation onto the BPU for final approval and authorization.

Thank you for your kind consideration. If there are any questions, please call.

Very truly yours,

Robert T. Pickett/lc

Robert T. Pickett

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RTP:lc
Dictated but not read
Cc: Amanda Johnson, Esq.,
Attorney for PSE&G

ROBERT T. PICKETT, ESQ.
Attorney At Law
80 Main Street Se 430
West Orange, New Jersey 07052
(973) 762-0613
Attorney for Petitioner
Deliverance Evangelistic Center, Inc.

2012 OCT 11 P 4:11

DELIVERANCE EVANGELISTIC CENTER, INC.

OFFICE OF ADMINISTRATIVE LAW
Docket No. OAL PUC-04672
Agency Docket No. EC12020160u

V.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Agreement") is made by and between the Public Service Electric and Gas Company, Inc. ("Respondent PSE&G") and Deliverance Evangelistic Center, Inc. ("Petitioner") on the date or dates indicated below.

WHEREAS, on or about February 24, 2012, Petitioner commenced proceedings against Respondent PSE&G by way of Petition filed with the Board Of Public Utilities for the State of New Jersey ("Action or Proceeding"); and

WHEREAS, Respondent has denied, and continue to deny, the material claims filed against it by the Petitioner in the Action, except those claims admitted in its answer and response to the Petition in this proceeding; and

WHEREAS, Respondent PSE&G and Petitioner desire to avoid the expense and disruption of further litigation with respect to the subject matter of the

Action; and

WHEREAS, Petitioner Deliverance Evangelistic Center, Inc. (hereinafter "Petitioner or Petitioner Center or Church"), is a religious organization in Newark, New Jersey with a principal location at 826 South 10th Street, Newark, New Jersey, and is incorporated pursuant to the laws of the State of New Jersey and operates a church at that same location with a membership in excess of 3000 parishioners; and

WHEREAS, The Respondent PSE&G is a public utility engaged in the distribution of electricity and the provision of electric Basic Generation Service (BGSS) and the distribution of gas and the provision of Basic Gas Supply Service, for residential, commercial and industrial purposes within the State of New Jersey. Respondent PSE&G provides service to approximately 2.5 million electric and 1.7 million gas customers; and

WHEREAS, Petitioner has been a customer of PSE&G for approximately 33 years; and

WHEREAS, the Petitioner and the Respondent PSE&G have had an ongoing dispute about the Respondent's billing practices and the increase in the utility statements and billings to the Petitioner since 2010; and

WHEREAS, Respondent PSE&G has agreed to provide the Petitioner with full, complete and actual readings of gas and electric meters installed at Petitioner's South 10th Street location in order to provide a more accurate assessment of Petitioner's monthly gas and electric usage; and

WHEREAS, Respondent PSE&G and Petitioner, upon consultation with their respective counsel, have independently concluded that it is in their respective best interests to settle and resolve any and all disputes and controversies which have been, or could have been, raised between them, with

each party to bear their own counsel fees, costs and disbursements; and

NOW, THEREFORE, in consideration of the mutual promises exchanged herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Respondent PSE&G and Petitioner hereby memorialize their agreement as follows:

1. **Settlement of Claim and Petition Against Respondent PSE&G –**

The Respondent PSE&G and the Petitioner agree to settle this Action as follows:

- a. Respondent PSE&G agrees to install new gas and electric meters on the subject premises or provide Petitioner or its agent or representative with certification that the meters have been tested and that gas and electric readings or results are accurate and, if requested by Petitioner, permit Petitioner to have its cooling and heating experts witness the meter tests to confirm their accuracy on reading the installed gas and electric meters at the South 10th Street site; and
- b. If, at a future date, Respondent PSE&G offers inspection or gas and electric assessment services to its commercial customers in order to conserve gas and electric cost and usage and generally to promote energy conservation, Respondent agrees upon Petitioner's request to provide said service to Petitioner to aid and assist Petitioner in reducing and lowering its gas and electric usage costs and expense; and
- c. Respondent PSE&G agrees to permit the Petitioner to payoff any and all account balances due on Petitioner's utility account with it as of September 4, 2012 over twenty-four (24) months (hereinafter

the "payback period") beginning 60 days from the date the BPU approves the settlement at \$1,000.00 per month; and

- d. Petitioner agrees to pay current on its account with Respondent PSE&G as of October 1, 2012 and thereafter remain current without any balance or balances due to Respondent PSE&G during the payback period set forth herein; and
- e. All proceedings in this matter will remain confidential as required by the applicable statute and law and subject to the Open Public Records Act; and

2. **Approval of Settlement By Board of Public Utility** – Respondent PSE&G and Petitioner shall cause the Petition in the Action to be dismissed as to Respondent PSE&G with prejudice and without costs and both parties understand that the dismissal of the proceedings and settlement herein are subject to the approval of the Board of Public Utility.

3. **Confidentiality** - No party shall issue or cause to be issued any statement regarding the Action which contradicts the terms of the settlement herein.

4. **No Admission** - It is specifically acknowledged and understood by the parties that this Agreement is not an indication or admission of any violation of any law, statute or regulation or a breach of any duty by Respondent PSE&G, except those admissions set forth in its answer and response to the Petition filed in this proceeding. It is understood and agreed by the parties that the settlement is being made solely to alleviate the necessary time and expense of a hearing, preparation thereof and/or further proceedings and continued payment of any

salary entitlements to Petitioner. This Agreement and compliance with this Agreement shall not be construed as an admission by any party of any liability whatsoever with respect to any matter in this proceeding. This Agreement may not be introduced into evidence or used in any other way in any other legal or administrative proceeding other than a proceeding seeking enforcement of the terms of this Agreement.

5. **Mutual Releases** – The Respondent PSE&G and the Petitioner herein, by mutual agreement and consideration, hereby release each other from any and all obligations in this proceeding. Whereas, Respondent PSE&G and the Petitioner have accepted the terms of the settlement in the aforementioned administrative proceeding as set forth herein; and Whereas, Respondent PSE&G and the Petitioner agree, by further mutual agreement and consideration, to release and discharge each other, their representatives, attorneys, successors and assigns and employees, if any, from any and all actions, causes of action of any kind, suits, charges and obligations, debts, sums of money, accounts, controversies, agreements, promises, damages, judgments, extents, executions, claims, and demands whatsoever, flowing from this proceeding, which against their heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the aforementioned administrative proceeding to the date of this release and agreement .

6. **Representation and Negotiation by Counsel** - The parties acknowledge that this Agreement is the result of arms length negotiations

between the parties, all of whom are represented by counsel. The parties have consulted with their attorneys throughout the negotiations and have been fully advised of all of the ramifications of this Agreement, including the claims and rights they are waiving herein and the affirmative obligations they are agreeing to undertake. The parties are fully satisfied with the services of their counsel with respect to both this Agreement and all other aspects of this case and they enter into this Agreement knowingly, willingly and without any coercion or improper inducements.

7. **Entire Agreement** - This Agreement represents the entire agreement and understanding between the parties with respect to the subject matter hereof.

This Agreement may not be modified unless same is in writing, authorized, approved and signed by all parties.

Each party agrees to execute such further and additional documents, instruments and writings as may be reasonably necessary, proper, required, desirable or convenient for the purpose of fully effectuating the terms and provisions of this Agreement.

8. **Severability** - If any provision of this Agreement or the application thereof is held invalid, such invalidity shall not affect any other provisions or applications and, to this end, the provisions of this Agreement are declared to be severable.

9. **Law Governing** - This Agreement and all of its terms and conditions shall be governed by and construed in accordance with the laws of the

State of New Jersey. The Board of Public Utilities of the State of New Jersey shall have exclusive jurisdiction only over any and all actions or assignments related to or arising out of this Agreement flowing from this administrative proceeding before the BPU and OAL.

10. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement.

11. This Agreement is for the benefit of the parties hereto and their successors and assigns.

12. This Agreement constitutes the entire Agreement among the parties hereto, and supersedes any prior understandings, agreements or representations by or between the parties, written or oral, which may have related to the subject matter hereof.

13. This Agreement cannot be amended or waived except in writing signed by all of the parties hereto. No waiver of any provision hereunder or any breach or default shall extend to or affect in any way any other provision of this Agreement or any prior or subsequent breach or default.

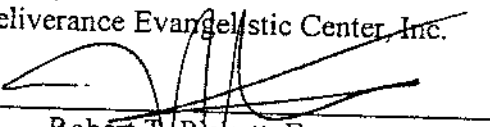
14. This Agreement shall be binding on any successor or assignee of the parties hereto.

15. The parties' agreement to the settlement contained herein and their execution of this Agreement shall not be deemed an admission of liability or wrongdoing except to those admissions set forth in paragraph 1 above.

16. **Execution** - This Agreement may be signed in several counterparts, all of which when taken together shall constitute a single document.

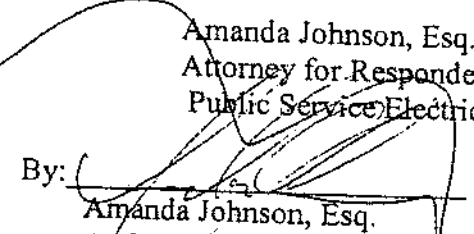
IN WITNESS WHEREOF, the parties and/or their representative(s) hereto have duly executed this Agreement as of the date first written above.

Robert T. Pickett, Esq.
Attorney for Petitioner
Deliverance Evangelistic Center, Inc.

By: 
Robert T. Pickett, Esq.
Authorized to Sign On Behalf of the
Petitioner Deliverance Evangelistic
Center, Inc.


Dated: ~~September~~ October 8, 2012

Amanda Johnson, Esq.
Attorney for Respondent
Public Service Electric & Gas Company, Inc.

By: 
Amanda Johnson, Esq.
Authorized to Sign On Behalf of the
Respondent PSE&G

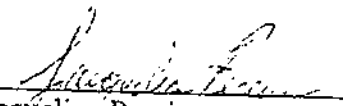
Dated: September 6, 2012

Deliverance Evangelistic Center, Inc.

By: 
Rev. Ralph Nichol, President
Deliverance Evangelistic Center, Inc.

Dated: October 8, 2012

Public Service Electric and Gas Company

By: 
Jacqueline Pereira
Customer Relations Supervisor
PSE&G

Dated: September 7, 2012