

On May 22, 2019, this matter was transmitted by the Board to the Office of Administrative Law ("OAL") for a hearing as a contested case pursuant to N.J.S.A. 52:14B-1-15 and N.J.S.A. 52:14F-1-13. This matter was assigned to Administrative Law Judge ("ALJ") Barry E. Moscowitz.

A Stipulation of Settlement was agreed to between Respondent and Petitioner on November 20, 2019 which resolved all issues in this matter.

DISCUSSION AND FINDINGS

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, Respondent has agreed Petitioner's outstanding account balance of \$14,963.54 will be credited by \$1,000.00, resulting in an outstanding balance of \$13,963.54. Petitioner will have 48 months to pay off the outstanding balance, with a monthly payment of \$291.00 for 47 months and final payment of \$286.54, in addition to payments for current monthly charges. Respondent will remove the security deposit from the account ending in 4106 in the amount of \$2,397.00. If Petitioner submits a certified electrician's written report to the Respondent within 12 months of the date of the agreement (on or before November 20, 2020) indicating that the Petitioner is being billed by Respondent for electric consumption of other occupants within Petitioner's business building, then Respondent and Petitioner agree to further discuss adjustment to Petitioner's electric bill in accordance with electrician's conclusions.

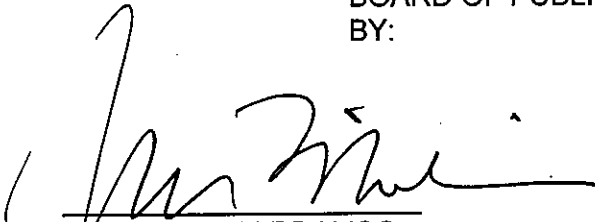
By Initial Decision issued on December 3, 2019, and submitted to the Board on December 4, 2019, ALJ Moscowitz found that the Stipulation was voluntary, its terms fully disposed of all issues in controversy, it was consistent with the law, and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

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 effective date of this Order is January 18, 2020.

DATED: 1/8/20

BOARD OF PUBLIC UTILITIES
BY:




JOSEPH L. FIORDALISO
PRESIDENT



MARY ANNA HOLDEN
COMMISSIONER




DIANNE SOLOMON
COMMISSIONER



UPENDRA J. CHIVUKULA
COMMISSIONER



ROBERT M. GORDON
COMMISSIONER

ATTEST: 

AIDA CAMACHO-WELCH
SECRETARY

I HEREBY CERTIFY that the within
document is a true copy of the original
in the files of the Board of Public Utilities.

HADASSAH MUHAMMAD, PETITIONER

V.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, RESPONDENT

**BPU DOCKET NO. EC19030384U
OAL DOCKET NO. PUC 07316-19**

SERVICE LIST

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RECEIVED
CASE MANAGEMENT

DEC 04 2019

BOARD OF PUBLIC UTILITIES
TRENTON, NJ



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

BOARD OF PUBLIC UTILITIES

DEC 04 2019

MAIL RECEIVED

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 07316-19

AGENCY DKT. NO. EC19030384U

HADASSAH MUHAMMAD,

Petitioner,

v.

**PUBLIC SERVICE ELECTRIC & GAS
COMPANY,**

Respondent.

Hadassah Muhammad, petitioner, pro se

James T. Wash, Esq., for respondent

Record Closed: November 20, 2019

Decided: December 3, 2019

BEFORE BARRY E. MOSCOWITZ, ALJ:

On November 20, 2019, the Board of Public Utilities transmitted this case to the Office of Administrative Law (OAL) under the Administrative Procedure Act, N.J.S.A. 52:14B-1 to -15, and the act establishing the OAL, N.J.S.A. 52:14F-1 to -23, for a hearing under the Uniform Administrative Procedure Rules, N.J.A.C. 1:1-1.1 to -21.6.

Cms
K. Graham
D. Tréma
J. Ford
R. Lamb
R. Matus
K. Flynn
S. Patrav
P. Owen

On November 20, 2019, the parties settled this case. A copy of their settlement agreement and the board resolution are attached to this decision. Having reviewed the terms of the settlement agreement, I **FIND** that the parties have entered into their settlement agreement voluntarily as evidenced by their signatures, the signatures of their representatives, or both.

In addition, I **CONCLUDE** that the settlement agreement is consistent with the law, is fully dispositive of all issues in controversy between the parties, and is otherwise consistent with the requirements of N.J.A.C. 1:1-19.1.

Therefore, given my findings of fact and conclusions of law, I **ORDER** that the parties comply with the terms of their settlement agreement and that these proceedings are now closed.

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.

12/3/19
DATE


BARRY E. MOSCOWITZ, ALJ

Date Received at Agency:

December 4, 2019

Date Mailed to Parties:

December 4, 2019

dr

H. Muhammad v. PSETG
BNDkt. No EC19030384U
~~Agency~~^{OAL} Dkt. No. 07316-2019N

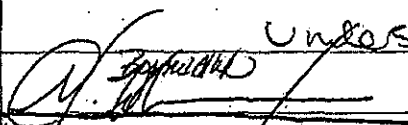
The parties do hereby agree to resolve amicably the above-captioned dispute on the following terms:

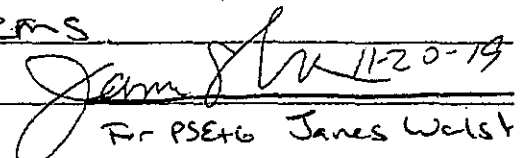
- ① Petitioner's outstanding account balance of \$14,963.54 will be credited by \$1,000.00, resulting in an outstanding balance of \$13,963.54.
- ② Petitioner will have 48 months to pay off this outstanding balance, resulting in monthly payments of \$291.00 for 47 months, and a final month payment of \$286.54, plus current monthly charges which remain petitioner's responsibility.
- ③ PSETG will remove the security deposit off of Acct. ending 4106 ^{amounting} ~~amounting~~ to \$2,397.00

④ The parties agree that this settlement fully and finally resolves all disputes set forth in the petition in the above-captioned matter, and the petition will be dismissed with prejudice.

⑤ Notwithstanding the foregoing, if the petitioner submits a certified electrician's written report to PSE&G within 12 months of the date of this agreement (or by November 20, 2020) indicating that the petitioner is being billed ^{by PSE&G} for electric consumption of other occupants of her ~~home~~ business's building, then PSE&G and petitioner will meet to discuss further adjustments to her electric bill in accordance with the electrician's conclusions.

⑥ The parties agree that they are entering into this agreement freely, without duress or coercion, and that they fully understand its terms.


Hadassah Muhammad
November 20, 2019


For PSE&G James Walst
November 20, 2019