



Agenda Date: 11/28/07

Agenda Item: VIID

**STATE OF NEW JERSEY**

**Board of Public Utilities**

**Two Gateway Center**

**Newark, NJ 07102**

**[www.nj.gov/bpu/](http://www.nj.gov/bpu/)**

**CUSTOMER ASSISTANCE**

MURPHY'S IN THE PINES, LLC,  
Petitioner

v.

SOUTH JERSEY GAS COMPANY,  
Respondent

ORDER ADOPTING STIPULATION OF  
DISMISSAL WITH PREJUDICE

BPU DOCKET NO. GC07010038U

(SERVICE LIST ATTACHED)

**BY THE BOARD:**

On January 22, 2007, Murphy's in the Pines, LLC (Petitioner) filed a petition with the Board of Public Utilities (Board) disputing the bill of South Jersey Gas Company (Respondent) for natural gas services.

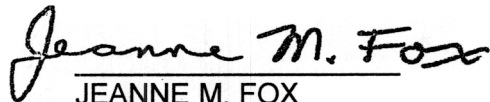
Prior to the filing of Respondent's answer, the parties engaged in negotiations and entered into and executed a Stipulation of Dismissal with Prejudice (Stipulation) that was submitted to the Board on October 16, 2007.


After review of the Stipulation, which is attached hereto and made a part hereof, the Board **HEREBY FINDS** that the agreement of the parties is voluntary and that the terms of the Stipulation represent a fair and reasonable resolution and fully disposes of all outstanding

contested issues. Accordingly, the Board HEREBY ADOPTS the Stipulation in its entirety and, as a result of the agreement of the parties, HEREBY DISMISSES the petition in this matter with prejudice.

DATED: 11/28/07

BOARD OF PUBLIC UTILITIES  
BY:

  
JEANNE M. FOX  
PRESIDENT

  
FREDERICK F. BUTLER  
COMMISSIONER

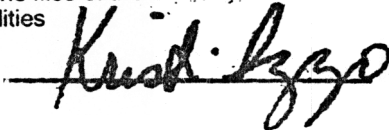
  
JOSEPH L. FIORDALISO  
COMMISSIONER

  
CHRISTINE V. BATOR  
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



MURPHY IN THE PINES, LLC  
v.  
SOUTH JERSEY GAS COMPANY  
BPU DOCKET NO. GC07010038U

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Newark, NJ 07102

**STATE OF NEW JERSEY  
BOARD OF PUBLIC UTILITIES**

RECEIVED  
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07 OCT 16 AM 11:24  
BOARD OF PUBLIC UTILITIES  
NEWARK, N.J.

MURPHY'S IN THE PINES, LLC

BPU DOCKET NO. GC070100380

Petitioner,

v.

SOUTH JERSEY GAS COMPANY

**STIPULATION OF DISMISSAL  
WITH PREJUDICE**

Respondent.

**APPEARANCES:**

Ira G. Megdal, Esquire (Cozen O'Connor, attorneys) for South Jersey Gas Company

Patrick McAndrew, Esquire for Murphy's in the Pines, LLC

**TO THE HONORABLE BOARD OF PUBLIC UTILITIES**

1. South Jersey Gas Company ("SJG" or "Respondent"), a regulated public utility corporation of the State of New Jersey, provides natural gas services to its customers within its defined service territory.

2. On January 18, 2007, Murphy's in the Pines, LLC ("Petitioner"), a customer of SJG, filed a Petition for Hearing requesting that the Board of Public Utilities (the "Board") conduct a full and fair hearing on the merits regarding its billing dispute with SJG. See a true and correct copy of Petitioner's Petition for Hearing attached hereto as Exhibit "A."

3. The parties to this proceeding include Petitioner and Respondent (the "Parties").

4. After several settlement discussions, the Parties have agreed to settle the underlying dispute in accordance with the Settlement Agreement and Mutual Release attached hereto and incorporated by reference as Exhibit "B."

5. This Stipulation shall be binding on the Parties on approval of the Board. This Stipulation shall bind the Parties in this matter only and shall have no precedential value.

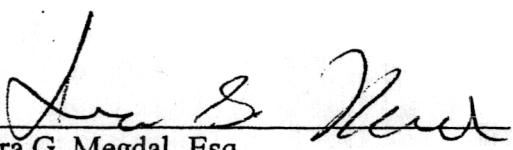
6. This Stipulation contains terms, each of which is interdependent with the others and essential in its own right to the signing of this Stipulation. Each term is vital to the agreement as a whole, since the Parties expressly and jointly state that they would not have signed the agreement had any term been modified in any way. Since the Parties have compromised in numerous areas, each is entitled to certain procedures in the event that any modifications whatsoever are made to this Stipulation.

7. If any modification is made to this Stipulation, the signatory Parties each must be given the right to be placed in the position each was in before the Stipulation was entered into.

The pending proceedings having been amicably settled by and between Petitioner, Murphy's in the Pines, LLC, and Respondent, South Jersey Gas Company. It is hereby stipulated and agreed that Petitioner's Petition for Hearing is **DISMISSED WITH PREJUDICE** as against Respondent, South Jersey Gas Company, without costs against either party.

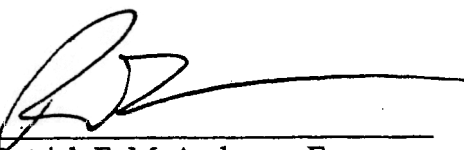
COZEN O'CONNOR  
Attorneys for Respondent,  
South Jersey Gas Company

By:

  
Ira G. Megdal, Esq.

PATRICK F. MC ANDREWS  
Attorney for Petitioner,  
Murphy's in the Pines, LLC

By:

  
Patrick F. McAndrews, Esq.

Dated:

10/12/07

## Settlement Agreement and Mutual Release

THIS SETTLEMENT AGREEMENT AND MUTUAL RELEASE (the "Agreement"), is made this 27<sup>th</sup> day of August, 2007 (the "Effective Date") by and between Murphy's in the Pines, LLC ("Petitioner") and South Jersey Gas Company, ("SJG").

WHEREAS, SJG is a regulated public utility corporation of the State of New Jersey that provides natural gas services to its customers within its defined service territory, and

WHEREAS, SJG has provided gas services to Petitioner at 381 Medford Lakes Road, Tabernacle, New Jersey (the "Business Premises") up to and including the present time, and

WHEREAS, on January 18, 2007, Petitioner filed a Petition for Hearing with the New Jersey Board of Public Utilities (the "Board") alleging improper billing for natural gas service provided to the Business Premises, and

WHEREAS, it is the intention of the parties to resolve all outstanding issues in this proceeding currently pending before the Board, and

NOW THEREFORE, in consideration of the mutual promises and undertakings contained herein, the receipt and sufficiency of which are mutually acknowledged, the parties hereto agree as follows:

A. Petitioner shall pay to SJG \$21,856.88 over a period of eighteen (18) months, without interest. Each installment shall equal \$1,214.27 and is due on the 1<sup>st</sup> of each month.

B. SJG acknowledges that payments in the amount of \$1,214.27 were paid on May 1 and June 1, 2007, *and in July and August 2007.*

C. Petitioner hereby releases SJG, its affiliates, successors and assigns, and all of their shareholders, directors, officers, employees and attorneys from any and all manner of

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obligations, claims and causes of action arising out of, resulting from or with respect to  
Petitioner's natural gas services charges assessed against Petitioner for use of the Business  
Premises up to the Effective Date of this Agreement.

D. SJG hereby releases Petitioner and all of its respective heirs, affiliates, successors  
and assigns, and all of their directors, officers, employees and attorneys from any and all manner  
of obligations, claims and causes of action arising out of, resulting from or with respect to the  
natural gas services charges invoiced to Petitioner for use of the Business Premises up to the  
Effective Date of this Agreement.

E. This Agreement may be executed in counterparts, each of which shall be an  
original and all of which when taken together shall constitute a single agreement with the same  
effect as if the signatures thereto and hereto were upon the same instrument. It is agreed that an  
original, photocopy or fax copy of a signature may serve as an original.

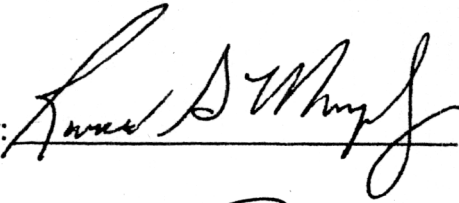
F. This Agreement shall be binding upon and inure to the benefit of the parties  
hereto, and their respective heirs, successors and assigns.

G. This Agreement constitutes the entire agreement among the parties hereto with  
respect to the subject matter hereof.

H This Agreement has been entered into, is deemed to be performed in and is  
subject to the laws of the State of New Jersey.

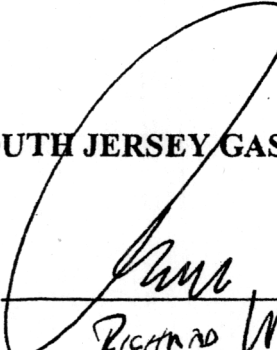
IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have  
hereunto set their hands and seals as of the Effective Date.

MURPHY'S IN THE PINES, LLC

By: 

SOUTH JERSEY GAS COMPANY

By:

  
RICHARD WACKER  
SVP Gen'l Counsel & Sec'y