



STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center – Suite 801
Newark, NJ 07102
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

LOUIS L. ANDERSON,
Petitioner

V.

PUBLIC SERVICE ELECTRIC and GAS COMPANY
Respondent

ORDER ADOPTING
INITIAL DECISION

BPU DOCKET NO. EC09070556U
OAL DOCKET NO. PUC6756-09

(SERVICE LIST ATTACHED)

BY THE BOARD:

By petition filed with the Board of Public Utilities ("BPU" or "Board") on July 24, 2009, Louis L. Anderson ("Petitioner") requested a formal hearing regarding the alleged improper processing of payments by Public Service Electric & Gas Company ("PSE&G" or "Respondent").

BACKGROUND

The petition arises from a shut off notice sent to Petitioner in July 2009, showing a balance of \$308.51. Petitioner is a long standing PSE&G customer. He pays his monthly bills by personal checks at one of Respondent's walk-in centers. At some point, he was no longer receiving all of his cancelled checks due to Respondent's implementation of a new check processing system. The check images he received only contained what Petitioner described as an indecipherable series of numbers on the back. To satisfy his need for a physical receipt, Petitioner arranged for the preparation of an endorsement which included the recipient's printed name, signature, and date of tender on the back of the check. Out of courtesy, the manager and assistant manager at a PSE&G walk-in center obliged Petitioner's request. However, both of these individuals were unavailable on Petitioner's subsequent visits to the walk-in center. As a result, Petitioner was unable to receive a similar endorsement on his check. Petitioner further claims that in 2008, Respondent through a collection agency requested an immediate payment of nearly \$1,000 for unpaid utility services. Petitioner alleges that copies of unendorsed checks do not constitute proper proof of payment. Therefore, Petitioner requests, among other things, a stay of the pending shut off and a request that PSE&G properly endorse his checks. Petitioner asserts that he will pay the balance only if he receives a hard-copy receipt or a clearer endorsement on the back of his check.

On September 18, 2009, PSE&G filed its Answer. Respondent argues that PSE&G's payment procedures adhere to National Automated Clearing House Association standards, its tariffs, and

Board regulations. Further, this policy is not arbitrarily being applied only to Petitioner – it applies to all of PSE&G's customers. In addition, Respondent states that customers may confirm proper credit of utility payments by reviewing their bank statements, which may or may not include images of checks, and by reviewing their monthly PSE&G bill. Respondent alleges that the last payment PSE&G received from Petitioner was rendered on April 15, 2009 for \$88.48 and that as of September 10, 2009, Petitioner's balance was \$401.94.

After receipt of Respondent's Answer, the matter was transmitted to the Office of Administrative Law ("OAL") on October 14, 2009 for a hearing as a contested case pursuant to N.J.S.A. 52:14F-1 to -13 and N.J.S.A. 52:14B-1 to -15. On May 13, 2010, Administrative Law Judge ("ALJ") Elia A. Pelios held an evidentiary hearing in which Petitioner testified on his own behalf and Patrick Naples, Respondent's District Manager for Customer Operations, testified on behalf of PSE&G.

Petitioner testified that Respondent does not properly endorse his checks because the set of unintelligible digits encoded by Respondent does not constitute an endorsement nor shows Petitioner "proof that the party that is named as the payee on the face of the check has received this money." (Transcript at 10-6 to 8). In support of Petitioner's claims of a proper endorsement, Petitioner submitted a photocopy of a check endorsed by a manager at a PSE&G walk-in center. (Exhibit P-1). Petitioner also objected to the submission of a late answer by Respondent as it was not filed within the prescribed time for answering, 20 days.¹ Finally, Petitioner stated that he is willing to make payment to PSE&G but only if he obtains a receipt. (Transcript at 62-14 to 18).

Mr. Naples's testimony described PSE&G's payment processes both before and after 2004, when Congress passed a law commonly referred to as "Check 21."² Mr. Naples stated that the purpose of Check 21 is to facilitate electronic completion of transactions by avoiding delays in transportation of checks between banking institutions. Prior to 2004, upon receipt of a check, PSE&G entered information regarding the check and deposited it at the end of the day. The original check was returned to the customer by the customer's bank. Mr. Naples stated that PSE&G did not issue receipts to check paying customers prior to 2004. (Transcript at 66-1 to 67-13). Mr. Naples stated that PSE&G's check processing protocols comply with Check 21. Respondent now takes images of the check, destroys the original check, and provides the image to its bank. If the customer's bank is not one that accepts the images, a substitute check is issued by Respondent's bank. Proof of tender is now reflected on the customer's utility invoice and in the customer's bank statement. (Transcript at 72-23 to 73-23). Respondent noted that for a nominal fee, Petitioner has the option of obtaining a receipt with his payment at Western Union.

In the Initial Decision, ALJ Pelios found that the salient facts in the matter are not in dispute. (Initial Decision at 2). Petitioner does not allege that he is being improperly billed or being asked to pay an incorrect amount. Rather, Petitioner refuses to pay his bill unless and until his payment is handled and processed in a manner to his liking – i.e., an endorsement or simultaneous receipt -- for fear that he will be unable to prove a payment at some later date. Id.

¹ Following representations by Respondent's attorney and a review of the BPU's transmittal papers to the OAL, Judge Pelios allowed the matter to proceed, finding that Respondent requested an extension of time on September 3, 2009 (Exhibit R-1), Respondent filed an Answer on September 18, 2009, and the Board transmitted the matter to the OAL on September 21, 2009. (Transcript at 30-13 to 31-5).

² 12 U.S.C.A. 5001 et seq.

at 4. Respondent uniformly applies its procedures for processing payments and is able to track any inconsistencies. Accordingly, ALJ Pelios concluded that absent a true controversy surrounding billing, Petitioner failed to satisfy his burden of demonstrating that the shut off notice was made in error and ordered that the petition be dismissed. Ibid.

On July 14, 2010, Judge Pelios submitted the Initial Decision in this matter to the Board. Pursuant to N.J.S.A. 52:14B-10(c) and N.J.A.C. 1:1-18.8, the BPU requested and was granted a 45-day extension until October 14, 2010 in order to review the written exceptions and issue a final decision.

EXCEPTIONS TO THE INITIAL DECISION³

In his Exceptions, Petitioner states that there have been claims by collection agencies alleging non-payment and that the collection agencies refuse to accept Respondent's willingness to investigate claims as proof of payment. Petitioner objects to the ALJ's omission of a discussion regarding his request for the presence of a court reporter. Petitioner next takes issue with Respondent's consolidated request for an extension to file an answer out of time; in addition, he questions the legal validity of Respondent's answer. Petitioner asserts that he is unwilling to pay his bill without a physical receipt of tender. Petitioner also claims his bank refuses to give him written instruments and contrary to Respondent's witness' testimony, Western Union will not provide receipts except for cash payments. Petitioner challenges the ALJ's conclusion that all federal law requirements have been met, noting that Check 21 does not prohibit an endorsement by the payee. Next, Petitioner asserts that there was a miscarriage of justice and notes that he wishes to submit the transcript to bolster this claim. Finally, Petitioner states that he needs more time than the thirteen calendar days allotted to file exceptions.⁴

³ On August 23, 2010, Petitioner filed a request with the Board for an indefinite stay of PSE&G's threatened suspension and an investigation of the contested PSE&G claim for payment. Among other things, Petitioner alleged that the PSE&G billing statement was defective and attached a copy of his August 2010 PSE&G bill. Petitioner also attached a newspaper clipping, stating that he has a plethora of additional filings to be submitted shortly relating to a recent decision by an ALJ regarding credits to PSE&G customers for billing overcharges. It is unclear whether Petitioner is seeking a stay of payment pending the Board's final decision of this matter or whether Petitioner is seeking to file a separate matter. It is also unclear whether Petitioner served Respondent with a copy of this request. The Board notes that PSE&G has not filed a response to Petitioner's August 23, 2010-filing. Therefore, the Board will not consider Petitioner's August 23, 2010 filing at this juncture. Petitioner may file a formal request for a stay pursuant to N.J.A.C. 1:1-18.6(f), with supporting documentation demonstrating the need for the stay.

⁴ On or about August 30, 2010, Petitioner mailed Supplemental Exceptions to the Board's counsel, challenging the ALJ's conclusion that Respondent's check processes are consistent with federal law. Petitioner attached a copy of Exhibit R-2 as well as copies of Exhibit R-3 and of an attachment to Respondent's Answer, but the latter documents were altered with Petitioner's typewritten comments. Contrary to N.J.A.C. 1:1-18.4(c), Petitioner also attached copies of documents not admitted into the record -- an "escrow agreement" and a check -- to purportedly establish that he has escrowed the amount owed to Respondent and that the money will be released to PSE&G upon Respondent's tender of a hard copy receipt to Petitioner. Initially, the Board states that Petitioner did not file Supplemental Exceptions with the Board. There is also no indication that Respondent was served with a copy. Moreover, there is no regulation which provides for the filing of supplemental exceptions. Under these circumstances, the Board will not consider Petitioner's Supplemental Exceptions.

Respondent replied to Petitioner's Exceptions by letter dated July 30, 2010.⁵ Respondent states that Petitioner's Exceptions merely disagree with the Initial Decision and do not conform to the requirements set out in N.J.A.C. 1:1-18.4(b). PSE&G alleges that Petitioner made new and unsubstantiated allegations that go beyond the scope of the record. Moreover, the Petitioner's Exceptions fail to illustrate an actual, legal controversy. Regarding Petitioner's objection to Respondent's Answer, Respondent notes that (1) it received the Petition on or about August 10, 2009; (2) it made a request for an extension of time to file its Answer on September 3, 2009; (3) it submitted the Answer on September 10, 2009; (4) the Board transmitted the matter to the OAL on September 21, 2009; (5) Petitioner failed to object at the time of the extension request; and (6) there was a determination on the ultimate merits of Petitioner's complaint.⁶

DISCUSSION AND FINDINGS

After review and consideration of the entire record, the Board HEREBY FINDS that the findings and conclusions of the ALJ are reasonable and, accordingly, HEREBY ACCEPTS them. The Board further FINDS that the Exceptions to the Initial Decision filed by the Petitioner are without merit.

Pursuant to N.J.A.C. 1:1-18.4(b), exceptions shall:

1. Specify the findings of fact, conclusions of law or dispositions to which exception is taken;
2. Set out specific findings of fact, conclusions of law or dispositions proposed in lieu of or in addition to those reached by the judge; and
3. Set forth supporting reasons. Exceptions to factual findings shall describe the witnesses' testimony or documentary or other evidence relied upon. Exceptions to conclusions of law shall set forth the authorities relied upon.

N.J.A.C. 1:1-18.4 (b).

In addition, N.J.A.C. 1:1-18.4(c) prohibits evidence not presented at the hearing to be submitted as part of the Exception, or incorporated or referred to within Exceptions.

As stated above, Petitioner complains that the ALJ did not discuss Petitioner's request for a court reporter. Petitioner fails, however, to describe any off-record conduct which may have prejudiced his rights. The Board HEREBY FINDS that Petitioner's Exceptions do not explicitly

⁵ Respondent notes that pursuant to N.J.A.C. 1:1-18.4, Petitioner's Exceptions were due on July 25, 2010, 13 days after the mailing of the Initial Decision on July 12, 2010. Respondent claims that although Petitioner's Exceptions were not received until July 28, 2010, it does not object to the Board's consideration of Petitioner's Exceptions. Because the Board has discretion to relax procedural rules pursuant to N.J.A.C. 1:1-1.3, the Board will consider Petitioner's Exceptions.

⁶ In Respondent's Reply to Exceptions, PSE&G attached the transmittal papers forwarded by the Board to the OAL pursuant to N.J.A.C. 1:1-8.2. The transmittal papers include the transmittal form, the Petition, Respondent's Extension Request, and the Answer. These documents were the subject of an extensive discussion by the parties with ALJ Pelios regarding Petitioner's objection to Respondent's Answer. (Transcript at 25-7 to 40-22).

delineate the reasons sustaining his contention as required by N.J.A.C. 1:1-18.4(b) and accordingly, HEREBY REJECTS this argument as being without merit.

Similarly, Petitioner makes a general statement that the OAL proceeding was unfair and not in the interest of justice. Notably, Petitioner does not state that his due process rights were violated nor otherwise specify the portions of the proceedings which were held in violation of the Administrative Procedure Act, N.J.S.A. 52:14B-1 et seq. ("APA"). The Board notes that ALJ Pelios conducted a full hearing, where Petitioner was afforded the opportunity to present testimony, submit documents into evidence, and cross-examine witnesses. Petitioner was afforded all rights that parties similarly situated would have received. Therefore, the Board FINDS, contrary to Petitioner's claim, that he was afforded a fundamentally fair process in compliance with the APA.

Next, Petitioner makes allegations regarding Respondent's consolidated extension request and untimely Answer to the Petition. As explained by Respondent's legal representative, for administrative reasons and efficiency, Respondent filed a consolidated request for extension on five billing dispute matters on September 3, 2009. Respondent's legal counsel represented to ALJ Pelios that the matters were unrelated and therefore Petitioner was not entitled to conduct discovery on those matters. After considering the arguments presented by Petitioner and Respondent and reviewing the transmittal file, which showed that Respondent filed its Answer on September 18, 2009, and that the Board transmitted the matter to the OAL on September 21, 2009, the ALJ determined that the Board had granted PSE&G's request for an extension and, accordingly, allowed the matter to proceed on the merits. (Transcript at 25-7 to 40-22). The Board HEREBY FINDS that these allegations are without merit because (1) the Board has the authority to extend the time to file an answer pursuant to N.J.A.C. 14:1-6.2 (c); (2) Petitioner waited until the hearing to raise this objection;⁷ and (3) ALJ Pelios fully considered the arguments and equities and determined to let the matter proceed to hearing. The Board FINDS no basis to disturb the procedural rulings made by the Board or the OAL.

Turning now to Petitioner's claim that he will be unable to prove payment to PSE&G without a receipt, the Board agrees with ALJ Pelios's conclusion that Petitioner failed to establish that there were billing errors caused by Respondent's check processes. A thorough review of the record shows that it is devoid of any evidence put forth by the Petitioner establishing that PSE&G improperly billed him or failed to post a credit. (Transcript at 110-2 to 22). In addition, Petitioner's statements regarding collection efforts were presented as a hypothetical or to forestall future billing disputes. (Transcript at 23-5 to 16). Based on this record, ALJ Pelios properly found that there was no true controversy concerning billing. Like ALJ Pelios, the Board is satisfied with the proof provided by the utility to establish a proper credit to a customer's account – a deduction on the monthly PSE&G statement and/or itemized bank statement.⁸ ALJ Pelios noted that there is no dispute that Petitioner has been receiving service but has not been paying for the service. (Transcript at 52-21 to 23). The Board HEREBY FINDS ALJ Pelios's

See, Exhibit P-2, dated May 13, 2010, which coincides with the hearing date.

⁸ The Board notes that N.J.A.C. 14:3-3.4(i) requires a utility to furnish a receipt to any customer posting a deposit and provides that if the deposit is provided by mail, internet or telephone, the utility may comply with this requirement by displaying the amount of the deposit on the customer's next bill. N.J.A.C. 14:3-3A.2(d)(5) provides that if a residential customers tenders payment at the time of discontinuance of service, the utility representative shall provide the customer with a receipt showing the date, account number, customer's name and address and amount received. Neither of these regulations is implicated here.

conclusion that Petitioner is not in a position to withhold payment until PSE&G provide him with a physical receipt to be a proper and rationale finding.

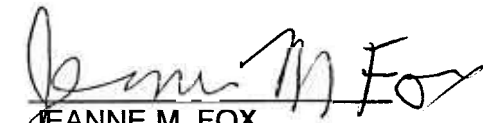
Likewise, whether Petitioner's bank will give him an endorsed instrument is not at issue here. As ALJ Pelios' concluded and the Board agrees, that is an issue to be addressed between Petitioner and his bank. The Board HEREBY FINDS this allegation irrelevant in this case.

Upon careful review and consideration of the record, the Board HEREBY FINDS that the factual determinations and legal conclusions of ALJ Pelios are reasonable and based upon sufficient, competent, and credible evidence. The Board HEREBY ADOPTS the Initial Decision in its entirety. Thus, the Board HEREBY ORDERS Petitioner's complaint to be DISMISSED.

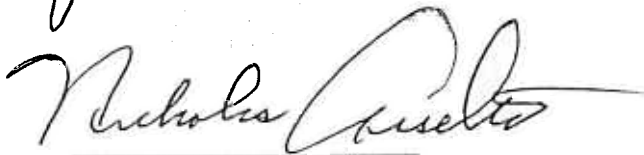
DATED: 10/5/10

BOARD OF PUBLIC UTILITIES
BY:


LEE A. SOLOMON
PRESIDENT


JEANNE M. FOX
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER

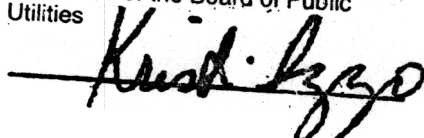

NICHOLAS ASSELTA
COMMISSIONER


ELIZABETH RANDALL
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



LOUIS L. ANDERSON

v.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

BPU Docket No. EC09070556U

OAL Docket No. PUC6756-09

SERVICE LIST

Louis L. Anderson
P.O. Box 2367
Trenton, New Jersey 08607

Alexander C. Stern, Esq.
PSE&G Services Corporation
80 Park Plaza – T5G
Newark, New Jersey 07102-4194

Eric Hartsfield, Director
Division of Customer Assistance
Board of Public Utilities
Two Gateway Center, Suite 801
Newark, New Jersey 07102

Caroline Vachier, DAG
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101

CMS
RESLOW
RPA
CAMPBELL



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

RECEIVED
MAIL ROOM
10 JUL 14 PM 1:10
BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

INITIAL DECISION

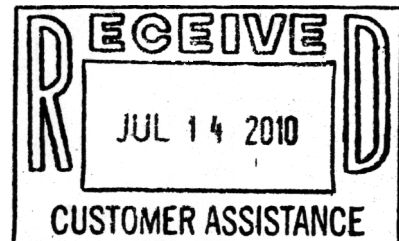
OAL DKT. NO. PUC 6756-09

AGENCY DKT. NO. EC09070556U

LOUIS L. ANDERSON,
Petitioner,

v.

PUBLIC SERVICE ELECTRIC
& GAS COMPANY
Respondent.



Louis L. Anderson, petitioner, pro se

Alexander Stern, Esq., for respondent Public Service Electric & Gas Company
(PSE&G Services Corporate Counsel)

Record Closed: May 13, 2010

Decided: June 28, 2010

BEFORE ELIA A. PELIOS, ALJ:

STATEMENT OF THE CASE

Petitioner requests a stay of his shut off notice and an order requiring respondent to place an endorsement on all checks received from petitioner.

PROCEDURAL HISTORY

Louis Anderson (petitioner) received a shut off notice from Public Service Electric & Gas Company (PSE&G, or respondent) with his July 2009 bill for non-payment. Petitioner requested a hearing and the matter was transmitted to the Office of Administrative Law (OAL) on October 14, 2009, for a hearing as a contested case pursuant to N.J.S.A. 52:14F-1 to -13 and N.J.S.A. 52:14B-1 to -15. The matter was scheduled for a hearing on May 13, 2010. The matter was heard and the record closed on that date.

STATEMENT OF FACTS

The facts in this matter are not in dispute. Petitioner is an 87 year-old man who has been a customer of respondent for over forty years. Petitioner furnishes payment for respondent's services by way of personal check brought to one of respondent's "walk-in" centers. He became distressed to realize that he was no longer receiving cancelled checks and that the check images received did not show an endorsement on the back of the check. He made an arrangement with the acting manager of the specific facility whereby he prepared an endorsement identifying the printed name of the individual receiving the check, that individual's signature, and the date payment was tender. He noted that when this check was processed the endorsement was removed or whited out from the back of the check. On his subsequent trips to the walk in center the individual with whom he dealt was not present or available, and petitioner has not been able to receive a similar endorsement on his check. Petitioner is prepared to pay his bill but refuses to do so until respondent will provide him with what he feels is a proper endorsement on the back of his check.

Patrick Naples, employed by respondent as District Manager for Customer Operations, described the process by which customer checks are handles and payments processed. He indicated that the process changed largely in 2004 as a result of congress' passage of what is commonly known as "Check 21," which was designed

to facilitate smooth transfer of funds between parties to transactions. Rather than physical checks passing between financial institutions, the respondent now takes images of the check, destroys the original check, and provides the image to its bank. If the customer's bank is not one that accepts the images, a substitute check is issued by respondent's bank. The purpose is to facilitate electronic completion of transactions and not have them held up by physical delays in the transport of physical checks between institutions (the example given was the grounding of airplanes in the aftermath of the events of September 11, 2001).

Naples noted that prior to "Check 21" respondent still did not provided receipts at the walk in centers. At that time the cancelled check was the receipt. Now, payment is confirmed by its reflection in both the customer's bank statement (which may include a check image, depending upon the customer's bank and the terms of their relationship) and on respondent's monthly statement provided to its customers. The check images are imprinted with a series of numbers constituting an audit trail unique to the specific transaction. Naples also noted that customers can make payment at a western union branch for a fee of one dollar and that Western Union provides receipts of its transactions.

The preceding statements are not in dispute and are hereby **FOUND as FACT**.

LEGAL ANALYSIS

In this administrative proceeding, the petitioner bears the burden of proof by a preponderance of the competent, credible evidence as to those matters which are justiciable before the OAL. Atkinson v. Parsekian, 37 N.J. 143 (1962). Evidence is found to preponderate if it establishes the reasonable probability of the facts alleged and generates reliable belief that the tended hypothesis, in all human likelihood, is true. See, Loew v. Union Beach, 56 N.J. Super. 93, 104 (App. Div.) cert. denied, 31 N.J. 75 (1959).

In the present matter, petitioner does not allege that when he makes his payments he does not receive credit for them. He does not allege that incorrect amounts of money are posted against his account, either with the bank or with respondent. He does not allege that he is being improperly billed or being asked to pay an incorrect amount. He offers no proof that the system utilized by respondent in processing payment is illegal or inappropriate. He merely refuses to pay his bill unless and until his payment is handled and processed in a manner to his liking. He does not point to an actual controversy to this end, but cites that he is concerned that absent an endorsement or simultaneous receipt that respondent will contrive a levy against his estate after his demise which no one will be able to counter.

Respondent has demonstrated that it uniformly applies the same policy of processing payments of all of its customers according to requirements of federal law. They have indicated that between petitioner's bank statement, and billing statement he is able to track any inconsistencies, and that if a physical simultaneous receipt of payment would provide further peace of mind that petitioner has the option of obtaining one by utilizing Western Union to tender his payment.

Absent any true controversy surrounding the billing of petitioner for services provided by respondent, I am constrained to **CONCLUDE** that petitioner has not met his burden of proof in demonstrating that the shutoff notice was issued by respondent in error. It is not in dispute that he has been receiving service and has not been paying his bill. If he does so service will not be shut off. If he believes that his bank is not demanding enough information from respondent before processing payment on the transactions of checks he admittedly has written, then that is an issue to be addressed between him and his bank. I **CONCLUDE**, however that he is not in a position to withhold payment from the utility unless they process checks in a manner to his liking.

Based on the foregoing, petitioner has not met the burden of proof as to his billing dispute and his appeal is **DISMISSED**.

DECISION AND ORDER


It is herein **ORDERED** that the petition be **DISMISSED** for the failure of the petitioner to meet the burden of proof on the disputed issue of entitlement to any further relief from respondent.

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.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **SECRETARY OF THE BOARD OF PUBLIC UTILITIES, 2 Gateway Center, Newark, NJ 07102**, marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.

June 28, 2010
DATE



ELIA A. PELIOS, ALJ

Date Received at Agency: 7-14-10 JAK JUL 14 2010

Mailed to Parties:

DATE

JUL 13 2010

OFFICE OF ADMINISTRATIVE LAW

/mamf

APPENDIX

WITNESSES

For petitioner:

Louis L. Anderson

For respondent:

Patrick Naples

EXHIBITS

For Petitioner:

Photocopy of Check

P-2 Typewritten statement of petitioner

P-3

Letter dated April 28, 2008, from Michael P. Kelly, Manager Billing
Services to Matthews

For Respondent:

Request of Extension of time to file answer

Consumer Guide to Check 21 and substitute checks

Check dates 12/13/2008

APPENDIX

WITNESSES

For petitioner:

L. L. Anders

For respondent:

Patrick Niles

EXHIBITS

For Petitioner:

Photocopy of Check

My written statement of tit

Letter dated April 28 from Michael Kelly Maiering
Services Matthews

For Respondent:

Request of Extension of time to file we

Committee to Check constitute check

Check 2/3/2

RECEIVED
MAIL ROOM
10 JUL 14 PM 1:10
BOARD OF PUBLIC UTILITIES
NEWARK, N.J.



OFFICE OF ADMINISTRATIVE LAW

9 Quakerbridge Plaza
P.O. Box 049
Trenton, New Jersey 08625-0049
(609) 588-6584

decision is enclosed.

This decision was mailed to the
parties on JUL 12 2010