



Agenda Date: 5/12/10
Agenda Item: VIIA

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

CUSTOMER ASSISTANCE

E & W TEXTILE PROCESSORS, INC.,
Petitioner

V

PUBLIC SERVICE ELECTRIC AND GAS COMPANY,
Respondent

ORDER

BPU Dkt. No. GC09110891U
OAL Dkt. No. PUC1440-2010

Richard T. Rapone, Esq., Kates, Nussman, Rapone, Ellis & Farhl, Hackensack, NJ, on
behalf of Petitioner, E & W Textile Processors, Inc.

Felix M. Khalatnikov, Esq., Newark, NJ, on behalf of Respondent, Public Service Electric
and Gas Company,

BY THE BOARD¹:

On November 2, 2009, E & W Textile Processors, Inc. ("Petitioner") filed a petition with the Board requesting a formal hearing related to a billing dispute with Public Service Electric and Gas Company ("Respondent") resulting from the alleged tampering of a gas meter for utility service provided by Respondent to premises on which Petitioner's business is located.

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.

Prior to the assignment of an Administrative Law Judge by OAL to this matter, the parties and their legal representatives engaged in negotiations and entered into and signed a Stipulation of Settlement ("Stipulation") that was submitted to the Board. Since the matter had not yet proceeded at OAL and in order that the Board could consider the Stipulation of the parties at its next available agenda meeting, the Board recalled the matter from OAL on March 24, 2010, pursuant to the provisions of N.J.A.C. 1:1-3.3(a).

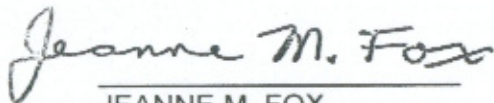
¹Commissioner Elizabeth Randall did not participate in this matter.

After review of the Stipulation of Settlement of the parties, a copy of which is attached hereto and made a part hereof, 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 of Settlement, the parties have fully resolved all outstanding contested issues in this matter and is consistent with law. The Board FURTHER CONCLUDES that the Stipulation of Settlement meets the requirements of N.J.A.C. 1:1-19.1 and should be approved. Accordingly, the Board HEREBY ADOPTS the Stipulation of Settlement executed by the parties and attached hereto in its entirety and DIRECTS the parties to comply with the terms set out therein.

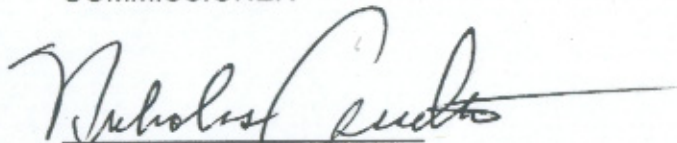
DATED: 5/12/10

BOARD OF PUBLIC UTILITIES
BY:


LEE A. SOLOMON
PRESIDENT


JEANNE M. FOX
COMMISSIONER

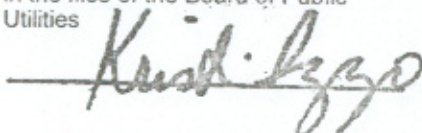

JOSEPH L. FIORDALISO
COMMISSIONER


NICHOLAS ASSELTA
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



E & W TEXTILE PROCESSORS, INC.

V.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

BPU DOCKET NO. GC09110891U

OAL DOCKET NO. PUC1440-10

SERVICE LIST

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Julie Ford-Williams
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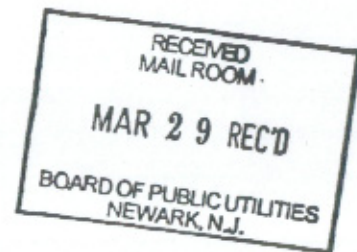


PSEG

Services Corporation

March 22, 2010

Kristi Izzo, Secretary
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102



Re: E&W Textile Processors, Inc. v. PSE&G
BPU Docket No. GC09110891U
OAL Docket No. PUC 01440-2010N

Dear Secretary Izzo:

Enclosed for consideration, please find a fully executed Stipulation of Settlement resolving the above-referenced matter. Please note that although the matter was transmitted to the Office of Administrative Law ("OAL") on or about February 2, 2010, an Administrative Law Judge has not as of yet been assigned. Accordingly, the Stipulation of Settlement is being submitted directly to the Board in the interests of efficiency and in accordance with informal guidance received from Board Staff.

Should there be any questions, please do not hesitate to contact me.

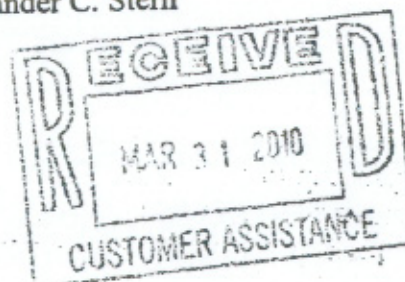
Respectfully submitted,

Alexander C. Stern

Alexander C. Stern

ACS/jb
Encs.

cc: Richard T. Rapone, Esq. (w/enc.)
Edward Beslow - NJBPU (w/enc.)
Eric Hartsfield - NJBPU (w/enc.)
Edward B. Sullivan (w/enc.)
William Speziale, Deputy Clerk, OAL



*CMS
Beslow
Hollander*

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

E&W Textile Processors, Inc.

Petitioner,

v.

Public Service Electric & Gas Company

Respondent.

)
) BPU DOCKET NO. GC09110891U
) OAL DOCKET NO. PUC01440-2010N

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) STIPULATION OF SETTLEMENT

WHEREAS, this action arises out of a billing dispute concerning alleged unmetered gas services resulting from the alleged tampering of a gas meter at the subject property located at 293 Morrissee Avenue, Haledon, New Jersey (the "Property");

WHEREAS, the petitioner herein, E&W Textile Processors, Inc. ("E&W") purchased the Property on or about February 21, 2006;

WHEREAS, on or about September 18, 2008 the respondent herein, Public Service Electric and Gas Company ("PSE&G"), as part of its periodic inspection and maintenance of gas meter instrumentation at the Property discovered what it alleges to be meter tampering, which, based upon prior records and subsequent readings, would have occurred on March 21, 2006;

WHEREAS, PSE&G seeks to recover for certain alleged unmetered charges from E&W as the beneficiary thereof;

WHEREAS, E&W initiated this action to resolve this dispute and contest responsibility for and the existence of tampering;

WHEREAS, on or about February 2, 2010 this matter was transmitted over to the Office of Administrative Law ("OAL") as a contested case for adjudication, but an Administrative Law Judge was not, as of this writing, assigned;

WHEREAS, the parties have participated in extensive settlement discussions and wish to resolve this matter amicably in order to avoid further delay and costs;


Based upon the foregoing, the parties stipulate as follows:

1. PSE&G agrees to continue service, as long as E&W complies with the terms and conditions set forth herein.
2. E&W shall pay all current bills on a timely basis.
3. In addition, immediately upon execution of this Stipulation, E&W shall make a ten thousand dollar (\$10,000) payment to PSE&G to be followed by payments pursuant to the deferred payment arrangement ("DPA") set forth in paragraph 4 below.
4. Commencing with the first PSE&G bill received by E&W after execution of this Stipulation of Settlement, E&W agrees to make the first of sixty (60) monthly payments to PSE&G. The first fifty nine (59) monthly payments shall be in the amount of \$333.33 per month along with monthly utility bills due and owing. In the sixtieth (60th) month, E&W agrees to make a payment of \$333.53 in addition to current month utility bills due and owing. The total amount of payments under the DPA shall not exceed \$20,000.
10. If E&W fails to (i) make the \$10,000 payment; (ii) keep the agreement as set forth in the DPA established in paragraph 4 above; or (iii) make timely payments associated with current electric and gas service associated with E&W PSE&G Account, E&W understands that PSE&G would be entitled to exercise its authority in accordance with its tariffs and the provisions of N.J.A.C. 14:3-3A.1 et seq. to discontinue service and would be free to institute a collection action for all outstanding balances due at that time, including, but not limited to, any outstanding balances remaining on the DPA.
11. E&W understands and agrees that it must make timely payment of PSE&G monthly utility bills for utility service as well as timely payments under the DPA.
12. E&W further understands and agrees that it is responsible for and must make timely payments under the DPA irrespective of whether it remains a PSE&G customer.
13. The undersigned agree that this Stipulation of Settlement 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 is not accepted and approved by the Board or modified by the Board, the party that is adversely affected by the modification can either accept the modification or declare this Stipulation of

Settlement to be null and void, and the parties shall be placed in the same position that they were in immediately prior to its execution.

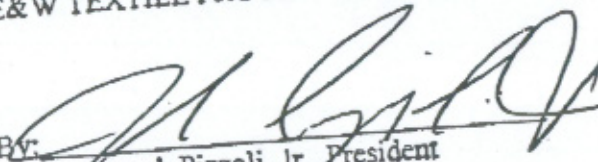
KATES, NUSSMAN, RAPONE, ELLIS & FARHI
Attorneys for Petitioner

DATED: 3/16/10

By: 
Richard T. Rapone, Esq.

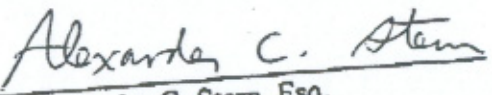
E&W TEXTILE PROCESSORS, INC.

DATED: 3/15/10

By: 
Joseph Pizzoli, Jr., President

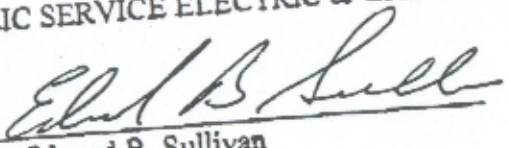
PSEG SERVICES CORPORATION
Attorneys for PSE&G

DATED: 3/19/10

By: 
Alexander C. Stern, Esq.
Assistant General Regulatory Counsel

PUBLIC SERVICE ELECTRIC & GAS CO.

DATED: 3/22/10

By: 
Edward B. Sullivan
Manager of Customer Operations