

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 September 3, 2016.

DATED: 8/24/16

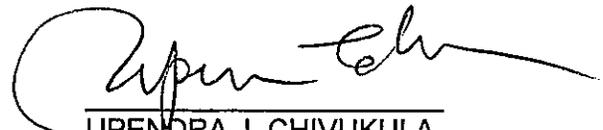
BOARD OF PUBLIC UTILITIES
BY:


RICHARD S. MROZ
PRESIDENT


JOSEPH L. FIORDALISO
COMMISSIONER

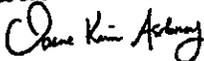

MARY-ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER

ATTEST: 
IRENE KIM ASBURY
SECRETARY

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



**IN THE MATTER OF HARRY HEERWIG, PETITIONER V. ELIZABETHTOWN GAS,
RESPONDENT – BILLING DISPUTE**

**BPU DOCKET NO. GC16020101U
OAL DOCKET NO. PUC 07410-2016N**

SERVICE LIST

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION SETTLEMENT

OAL DKT. NO. PUC 7410-16

AGENCY DKT. GC16020101U

HARRY HEERWIG,

Petitioner,

v.

ELIZABETHTOWN GAS,

Respondent.

Harry Heerwig, petitioner, pro se

Brendan J. Mooney, Esq., for respondent, (Cullen and Dykman, attorneys)

Record Closed: July 6, 2016

Decided: July 6, 2016

BEFORE **DANIELLE PASQUALE**, ALJ:

This matter was transmitted to the Office of Administrative Law on May 16, 2016, for determination 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. On July 22, 2016 the matter was scheduled for hearing, subsequent to the hearing date, the matter was settled.

The parties have agreed to a settlement and have prepared a settlement agreement indicating the terms thereof, which is attached and fully incorporated herein.

I have reviewed the record and the terms of settlement and I **FIND**:

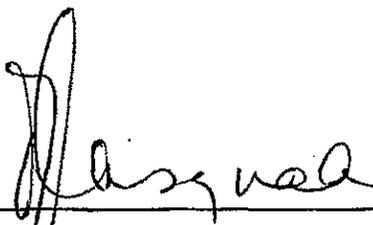
1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and therefore **ORDER** that the parties comply with the settlement terms and that these proceedings be 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 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.

July 6, 2016
DATE



DANIELLE PASQUALE, ALJ

Date Received at Agency: _____

Date Mailed to Parties: _____

rr

-----X
Harry Heerwig, :
: Petitioner, :
v. : OAL Docket No. PUC 07410-2016 N
: BPU Docket No. GC16020101U
Elizabethtown Gas, :
: Respondent. :
-----X

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made this 30th day of June 2016, by and between Pivotal Utility Holdings, Inc. d/b/a Elizabethtown Gas ("Elizabethtown"), a public utility corporation with offices at 520 Green Lane, Union, New Jersey 07083 and Harry Heerwig, an individual residing at 1301 Biscayne Boulevard, No. 2F, Union, New Jersey 07083 (the "Premises" and collectively Elizabethtown and Harry Heerwig are hereinafter referred to as the "Parties").

WHEREAS, Elizabethtown provides natural gas service to the Premises;

WHEREAS, Harry Heerwig has been identified by Elizabethtown's records as the customer of record for the gas service rendered to the Premises (Elizabethtown Account No. 6927 [REDACTED]);

WHEREAS, in December 2015 Elizabethtown billed Harry Heerwig for outstanding unpaid gas service charges associated with Elizabethtown Account Nos. 6927 [REDACTED] and 6284 [REDACTED], believing that Mr. Heerwig was the customer of record for those accounts;

WHEREAS, Harry Heerwig filed with the New Jersey Board of Public Utilities ("Board") a Petition for Formal Hearing dated January 28, 2016 ("Petition"), which was assigned Board Docket Number GC16020101U, claiming that he was not responsible for payment of service rendered to Elizabethtown Account Nos. 6927 [REDACTED] and 6284 [REDACTED] and disputing \$1,267.12 in charges ("Disputed Amount") associated with those accounts;

WHEREAS, on or about May 16, 2016, the Board transferred the matter to the Office Administrative Law, which assigned it OAL Docket Number PUC 07410-2016 N; and

WHEREAS the Parties desire to resolve their dispute.

NOW THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the Parties agree to be legally bound hereby as follows:

1. Without admitting fault or liability, Harry Heerwig agrees to withdraw, with prejudice, the Petition and discontinue the actions pending pursuant to Board

Docket Number GC16020101U and OAL Docket Number PUC 07410-2016 N.

2. Harry Heerwig agrees to make payment to Elizabethtown of \$422.37 (the "Settlement Amount"), representing one-third of the Disputed Amount. The Settlement Amount shall be paid to Elizabethtown in one lump sum simultaneously with the payment of the next regularly scheduled Elizabethtown invoice for Account No. 6927 [REDACTED] on which the Settlement Amount is itemized. In addition to the Settlement Amount, Harry Heerwig agrees to make payment to Elizabethtown for the regular service charges that have or may become due to Elizabethtown.
3. Without admitting fault or liability, Elizabethtown agrees to accept the Settlement Amount from Harry Heerwig in full settlement of the dispute.
4. In the event that Harry Heerwig fails to make payment in accordance with Paragraph No. 2, above, the Parties agree that Elizabethtown may exercise any rights that it has under applicable laws, regulations or its Tariff to seek payment of the full Disputed Amount and any other amounts then due and owing including, without limitation, discontinuation of service to the Premises.
5. This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. In the event that any provision of this Settlement Agreement is deemed invalid or unenforceable, those provisions not deemed invalid or unenforceable shall remain in full force and effect.
6. Any amendment or modification to this Settlement Agreement shall be binding only if evidenced in a writing signed by the Parties.
7. This Settlement Agreement may be executed in counterparts, including electronic counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed to be one and the same document.

IN WITNESS WHEREOF, the parties have duly executed this Settlement Agreement as of the day and year first above written.

Pivotal Utility Holdings, Inc. d/b/a
Elizabethtown Gas

By: Mary Patricia Keefe
Mary Patricia Keefe, Esq.
Vice President, Regulatory Affairs and
Business Support

Harry Heerwig
Harry Heerwig, individually