



Agenda Date: 2/22/17  
Agenda Item: VIIA

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
**44 South Clinton Avenue, 3<sup>rd</sup> Floor, Suite 314**  
**Post Office Box 350**  
**Trenton, New Jersey 08625-0350**  
**www.nj.gov/bpu/**

CUSTOMER ASSISTANCE

JERRY JUDKA,	)	ORDER ADOPTING INITIAL
Petitioner	)	DECISION SETTLEMENT
	)	
v.	)	
	)	
ELIZABETHTOWN GAS,	)	BPU Docket No. GC16030251U
Respondent	)	OAL Docket No. PUC 11834-16

**Parties of Record:**

**Jerry Judka, Petitioner**  
**Brendan J. Mooney, Esq., for Respondent, Elizabethtown Gas**

**BY THE BOARD:**

On March 21, 2016, Jerry Judka ("Petitioner") filed a petition with the Board of Public Utilities ("Board") related to a billing dispute with Elizabethtown Gas ("Elizabethtown" or "Respondent") for gas service rendered by Respondent.

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. This matter was assigned to Administrative Law Judge ("ALJ") Michael Antoniewicz.

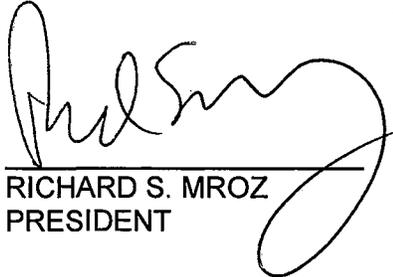
The parties subsequently voluntarily agreed to resolve the matter and entered into a signed Settlement Agreement ("Stipulation") that was submitted to the ALJ. By Initial Decision issued on January 17, 2017, and submitted to the Board on January 19, 2017 to which the Stipulation was attached and made part thereof, ALJ Antoniewicz found that the Stipulation was voluntary, that its terms fully disposed of all issues in controversy 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.

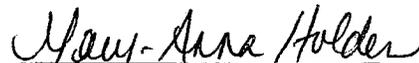
The effective date of this Order is March 4, 2017.

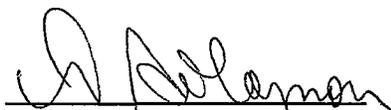
DATED: 2/22/17

BOARD OF PUBLIC UTILITIES  
BY:

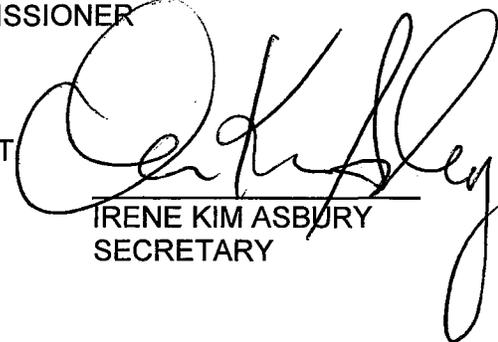
  
RICHARD S. MROZ  
PRESIDENT

  
JOSEPH L. FIORDALISO  
COMMISSIONER

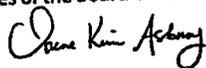
  
MARY-ANNA HOLDEN  
COMMISSIONER

  
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



**JERRY JUDKA**  
v.

**ELIZABETHTOWN GAS**

**BPU Dkt. No. GC16030251U**  
**OAL Dkt. No. PUC 11834-16**

**SERVICE LIST**

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Madison, NJ 07940

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Board of Public Utilities  
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State of New Jersey  
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 11834-16

AGENCY DKT. NO. GC16030251U

JERRY JUDKA,

Petitioner,

v.

ELIZABETHTOWN GAS,

Respondent.

Jerry Judka, petitioner, pro se

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

Record Closed: January 12, 2017

Decided: January 17, 2017

BEFORE MICHAEL ANTONIEWICZ, ALJ:

This matter concerns a billing dispute by petitioner Jerry Judka against respondent Elizabethtown Gas. Petitioner requested a hearing and the Board of Public Utilities transmitted this matter to the Office of Administrative Law, where it was filed on August 5, 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. Prior to the hearing scheduled on January 13, 2017, the parties agreed toward an amicable resolution of this matter. Under letter dated

CMS  
V. Haynes  
E. Hartsfield  
D. Lee Thomas  
J. Ford  
C. Jordan  
R. Matos  
R. Lambert  
J. Gertsman  
B. Agee  
C. Vachier

January 10, 2017, counsel for respondent submitted the attached Settlement Agreement setting forth the terms of agreement.

I have reviewed the record and the settlement terms and **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.

1/17/17  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
MICHAEL ANTONIEWICZ, ALJ

Date Received at Agency: \_\_\_\_\_

Date Mailed to Parties: \_\_\_\_\_

jb

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-----X  
**Jerry Judka,** :  
: :  
: :  
Petitioner, :  
: :  
v. : **OAL Docket No. PUC 11834-2016 N**  
: **BPU Docket No. GC16030251U**  
**Elizabethtown Gas,** :  
: :  
: :  
Respondent, :  
: :  
-----X

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Agreement") is made this 9<sup>th</sup> day of January 2017, 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 Jerry Judka, an individual with an address at P.O. Box 924, Madison, New Jersey 07940 (the "Petitioner" and collectively Elizabethtown and Petitioner are hereinafter referred to as the "Parties").

WHEREAS, Elizabethtown provides natural gas service to the premises located at 111 W. Grand Street, Elizabeth, New Jersey ("Premises");

WHEREAS, Jerry Judka has been identified by Elizabethtown's records as the customer of record for the gas service rendered to the Premises under Elizabethtown Account No. 6093942160, a small commercial-heating account;

WHEREAS, in October 2014 Elizabethtown billed Petitioner \$25,955.56 for gas consumed, but not previously billed to Account No. [REDACTED] 2160 for the period October 2005 through September 2013 ("Disputed Period");

WHEREAS, on or about December 3, 2015, Petitioner filed with the New Jersey Board of Public Utilities ("Board") a Petition for Formal Hearing ("Petition"), which was assigned Board Docket Number GC16030251U, disputing the \$25,955.56 charge ("Disputed Amount");

WHEREAS, the Board transferred the matter to the Office Administrative Law, which assigned it OAL Docket Number PUC 11834-2016 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. In the interest of resolving this matter without the need for future litigation and without agreeing with the merits of the allegations expressed in the Petition, Elizabethtown agrees to reduce the Disputed Amount to \$14,252.70 (the "Settlement Amount"). Without admitting fault or liability, Petitioner agrees to

pay the Settlement Amount in accordance with the terms reflected herein.

2. The Settlement Amount shall be paid by Petitioner to Elizabethtown in equal monthly installments over a six year period. The first installment payment of the Settlement Amount will be due within forty-five (45) days of an Administrative Law Judge Initial Decision approving the Settlement Agreement, or within ten (10) days of a Board Order approving such Initial Decision, whichever is earlier. The Settlement Amount shall be delivered by regular mail or similar method as follows (or as may otherwise be directed by Elizabethtown):

Elizabethtown Gas  
Customer Relations  
520 Green Lane  
Union, New Jersey 07083  
Attn: Anthony Villano  
Aurora Balbuena

3. This Settlement Agreement does not eliminate or otherwise impact Petitioner's obligation to make payments for natural gas service charges not associated with the Disputed Period that have or may become due to Elizabethtown.
4. In the event that Petitioner fails to make payment in accordance with Paragraph Nos. 1 and 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.
8. The undersigned agree that this Settlement Agreement 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 Agreement is not accepted and approved by the Board, or is modified by the Board, the Party that is adversely affected by such Board action, may either accept the modification or declare this Settlement Agreement to be null and void, and the Parties shall be placed in the same position that they were in immediately

prior to its execution.

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, External Affairs and  
Business Support

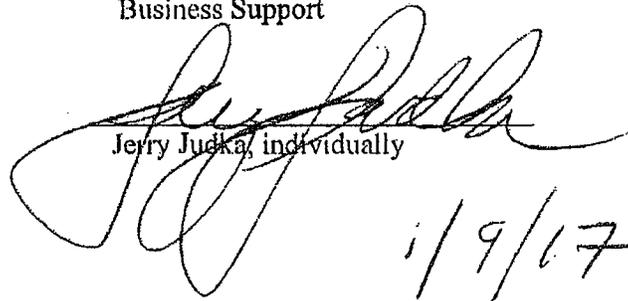
\_\_\_\_\_  
Jerry Judka, individually

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

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

  
Jerry Judka, individually  
1/9/17