



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

CUSTOMER ASSISTANCE

Eddy Munoz,
Petitioners

v.

Elizabethtown Gas,
Respondent

)
)
)
)
)
)
)

ORDER ADOPTING
INITIAL DECISION

BPU DOCKET NO. GC18050504U
OAL DOCKET NO. PUC 10149-18

Parties of Record:

Eddy Munoz, petitioners, pro se
Brendan J. Mooney, Esq., for respondent

BY THE BOARD:

PROCEDURAL HISTORY

Eddy Munoz ("Petitioner") filed a petition with the Board of Public Utilities ("Board") on May 3, 2018 ("Petition") disputing charges associated with service provided by Elizabethtown Gas ("ETG"). In her Petition, Petitioner stated that she was incorrectly billed by ETG.

ETG, in its answer dated July 5, 2018, denied the allegation that Ms. Munoz was incorrectly billed. ETG contended that services were supplied and billed in accordance with terms and conditions and rate schedules set forth in its Board approved Tariff. The Company requested that the relief sought be denied on the basis that Ms. Munoz failed to set forth a claim upon which relief may be granted.

On July 11, 2018, the Board transferred the matter to the Office of Administrative Law for a hearing 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.

The case was assigned to Administrative Law Judge ("ALJ") Judith Lieberman.

The parties subsequently voluntarily agreed to resolve the matter and entered into a signed Stipulation of Settlement ("Stipulation") that was submitted to the ALJ on October 30, 2018.

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, ETG agreed to not bill Ms. Munoz's account in the amount of \$726.09. The settlement further provided that Ms. Munoz enter in to a six month payment arrangement to pay the existing balance of \$753.35, which will consist of six equal payments of \$125.56. Ms. Munoz also agreed to pay her ETG bills in a timely basis going forward.

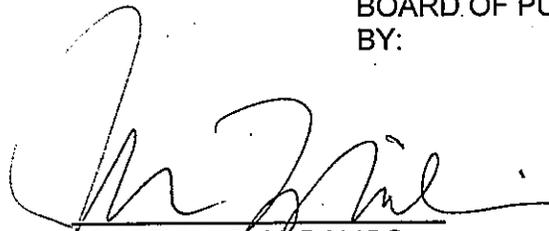
By Initial Decision issued on November 1, 2018, and submitted to the Board on November 14, 2018, ALJ Lieberman found that the Stipulation was voluntary, its terms fully disposed of all issues in controversy, it was consistent with the law, and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

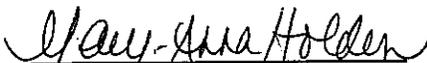
After review of the Initial Decision and the Stipulation, the Board **HEREBY FINDS** that the parties have voluntarily agreed to the Stipulation as evidenced by their signatures and that, by the terms of the Stipulation, they have fully resolved all outstanding contested issues in this matter. Accordingly, 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 December 28, 2018.

DATED: 12/18/18

BOARD OF PUBLIC UTILITIES
BY:

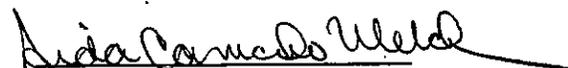

JOSEPH L. FIORDALISO
PRESIDENT


MARY-ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER


ROBERT M. GORDON
COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

EDDY MUNOZ, Petitioner

V.

ELIZABETHTOWN GAS, Respondent

**BPU DOCKET NO. GC18050504U
OAL DOCKET NO. PUC 10149-18**

SERVICE LIST

Eddy Munoz
194 Meade St., Apt. #2
Perth Amboy, New Jersey 08861

Mary Patricia Keefe, Esq.
V.P/External Affairs & Business Support
Elizabethtown Gas
520 Green Lane
Union, New Jersey 07083

Eric Hartsfield, Director
Julie Ford-Williams, Chief
Division of Customer Assistance
Board of Public Utilities
Post Office Box 350
Trenton, NJ 08625-0350
Eric.Hartsfield@bpu.nj.gov
Julie.Ford@bpu.nj.gov

Emma Yao Xiao, DAG
Department of Law & Public Safety
Division of Law
124 Halsey Street
Post Office Box 45029
Newark, NJ 07101-45029
Emma.Xiao@law.njoag.gov

BOARD OF PUBLIC UTILITIES

NOV 14 2018

MAIL RECEIVED



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

RECEIVED
CASE MANAGEMENT

NOV 14 2018

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 10149-18

AGENCY DKT. NO. GC18050504U

EDDY MUNOZ,

Petitioner,

v.

ELIZABETHTOWN GAS,

Respondent.

Eddy Munoz, petitioner, pro se

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

Record Closed: October 30, 2018

Decided: November 1, 2018

BEFORE JUDITH LIEBERMAN, ALJ:

This matter was transmitted to the Office of Administrative Law on July 17, 2018, 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.

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

Cms
K. Grant
D. Thomas
E. Harter
J. Ford
R. Lambert
R. Matos
D. Brantler
K. Flynn
S. Patraude
C. Vachier

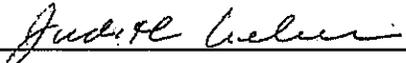
1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures on the attached document. (J-1.)
2. The settlement fully disposes of all issues in controversy between them and is consistent with the law.

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.

November 1, 2018
DATE


JUDITH LIEBERMAN, ALJ

Date Received at Agency: 11-1-18

Date Mailed to Parties: 11-2-18

/s/

APPENDIX

LIST OF EXHIBITS

Jointly Submitted:

- J-1 Settlement Agreement, received by the Office of Administrative Law on October 30, 2018.



CULLEN and DYKMAN LLP

100 QUENTIN ROOSEVELT BLVD.
GARDEN CITY, NEW YORK 11530

FACSIMILE COVER

NUMBER OF PAGES INCLUDING THIS PAGE 7

DATE: OCTOBER 30, 2018

TO: Hon. Judith Lieberman FAX NUMBER: 609-689-4100

RE: Munoz, Eddy v. Elizabethtown Gas
Docket No. PUC 10149-2018 S

FROM: Brendan Mooney DIRECT DIAL: (516) 357-3757
DIRECT FAX: (516) 357-3792

STATE OF NEW YORK
2018 OCT 30 P 1:53

URGENT FOR REVIEW PLEASE COMMENT PLEASE REPLY

COMMENTS

ORIGINAL DOCUMENTS WILL WILL NOT FOLLOW BY MAIL

If you do not receive all of the pages, please contact the sender at the above number.

Important: THIS MESSAGE IS INTENDED FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF YOU ARE NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA U.S. POSTAL SERVICE. THANK YOU.



CULLEN and DYKMAN LLP

BRENDAN J. MOONEY
ASSOCIATE
DIRECT DIAL: (516) 357-3757
DIRECT FAX: (516) 357-3792
BMOONEY@CULLENANDDYKMAN.COM

Garden City Center
100 Quentin Roosevelt Boulevard
Garden City, New York 11530-4850
Telephone (516) 357-3700 • Facsimile (516) 357-3792

October 30, 2018

Via First Class Mail and Facsimile

Hon. Judith Lieberman (Facsimile - 609-689-4100)
State of New Jersey
Office of Administrative Law
P.O. Box 049
Trenton, New Jersey 08625-0049

STATE OF NEW JERSEY
2018 OCT 30 P 1:53

Re: Munoz, Eddy v. Elizabethtown Gas
OAL Docket No. PUC 10149-2018 S

Dear Judge Lieberman:

Please find enclosed for Your Honor's consideration a Settlement Agreement signed by the parties to the above-referenced matter. If the Settlement Agreement is acceptable to you, I respectfully request that Your Honor issue a decision approving same.

Please feel free to contact me should you require additional information.

Very truly yours,

Brendan J. Mooney

BJM/nc

cc: Elizabethtown Gas
Eddy Munoz (mn69legal@hotmail.com)

Founded 1850

-----x
 Munoz, Eddy :
 :
 Petitioner, :
 :
 v. :
 :
 Elizabethtown Gas Company, :
 :
 Respondent. :
 -----x

OAL Docket No. PUC 10149-2018S
 BPU Docket No. GC18050504U

STATE OF NEW JERSEY
 DEPARTMENT OF PUBLIC UTILITIES
 2018 OCT 30 P 1:53

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made this 30th day of October 2018, by and between Elizabethtown Gas Company ("Elizabethtown"), a public utility corporation with offices at 520 Green Lane, Union, New Jersey 07083 and Eddy Munoz, an individual residing at 194 Meade Street, Apt. 2, Perth Amboy, New Jersey 08861 (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 196 Meade Street, Apt. 2F, Perth Amboy, New Jersey 08861 (the "Premises");

WHEREAS, Petitioner is identified by Elizabethtown's records as the customer of record for the gas service rendered to 194 Meade Street, Apt. 2, Perth Amboy, New Jersey 08861 under Elizabethtown Account No. [REDACTED] 8256 (the "Account");

WHEREAS, Petitioner is the owner of the real property where the Premises are located;

WHEREAS, in September 2017 Elizabethtown billed the Account \$726.09 for unpaid gas service charges (the "Disputed Amount") for gas consumed at the Premises during the period between November 21, 2016 and April 11, 2017;

WHEREAS, a dispute arose between Petitioner and Elizabethtown regarding the validity of the Disputed Amount (the "Dispute");

WHEREAS, in November 2017, Elizabethtown set aside and removed from Petitioner's bill the Disputed Amount, pending resolution of the Dispute;

WHEREAS, on or about May 13, 2018, Petitioner filed with the New Jersey Board of Public Utilities ("Board") a Petition for Formal Hearing ("Petition"), which was assigned Board Docket Number GC18050504U, disputing the validity of the Disputed Amount;

WHEREAS, the Board transferred the matter to the Office Administrative Law, which assigned it OAL Docket Number PUC 10149-2018 S; and

WHEREAS, the Parties desire to resolve the 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, and without agreeing with the merits of the allegations set forth in the Petition, Elizabethtown agrees that it will not bill the Account in the amount of \$726.09 (the "Settlement Amount"), which amount Elizabethtown removed from Petitioner's bill in November 2017 and, furthermore, Elizabethtown agrees to permit Petitioner to pay the existing Account balance of \$753.35 pursuant to a six-month payment plan consisting of six equal payments of \$125.56 (the "Payment Plan").
2. Without admitting fault or liability, Petitioner agrees to settle the Dispute in accordance with the terms hereof and to discontinue with prejudice the actions pending pursuant to Board Docket Number GC18050504U and OAL Docket Number PUC 10149-2018 S. Petitioner further agrees not to otherwise pursue or make a claim arising out of or related to the Dispute or the Disputed Amount.
3. The Settlement Amount shall be removed from Elizabethtown's records for the Account and the Payment Plan commenced either within forty-five (45) days following an Administrative Law Judge's Initial Decision approving the Settlement Agreement, or within ten (10) days of a Board Order approving such Initial Decision, whichever occurs earlier.
4. This Settlement Agreement shall not eliminate or otherwise affect 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.
5. In the event that Petitioner fails to make payments in accordance with Paragraph No. 4 above, the Parties agree that Elizabethtown may exercise any rights that it has under applicable laws, regulations or its Tariff including, without limitation, seeking payment of the full amount then due and owing and/or discontinuing service to the Premises.
6. 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.
7. Any amendment or modification to this Settlement Agreement shall be binding only if evidenced in a writing signed by the Parties.
8. This Settlement Agreement may be executed in 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. Signatures to this Settlement Agreement may be transmitted via facsimile or other electronic means and shall have the same force and

effect as physical execution and delivery of the document bearing the original signature.

9. 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.

[Remainder of this page left intentionally blank. Signature page follows.]

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

Elizabethtown Gas Company

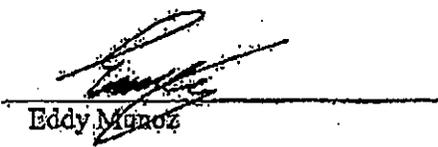
By: Mary Patricia Keefe
Mary Patricia Keefe, Esq.
Vice President, Regulatory Affairs and
Business Support

Eddy Munoz

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

Elizabethtown Gas Company

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



Eddy Munoz