

The case was assigned to Administrative Law Judge ("ALJ") Kimberly A. Moss on January 7, 2019. During the subsequent February 28, 2019 conference, the parties engaged in settlement discussions and, after that date, the parties voluntarily agreed to resolve the matter and entered into a signed Stipulation of Settlement ("Stipulation") that was submitted to the ALJ on March 6, 2019.

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, Respondent agreed to credit Petitioner's account in the amount of \$872.04, with Petitioner remaining on the Equal Monthly Payment for \$330.00. Further, Petitioner was reenrolled in the Worryfree Protection Plan for one Premier Hot Water Boiler.²

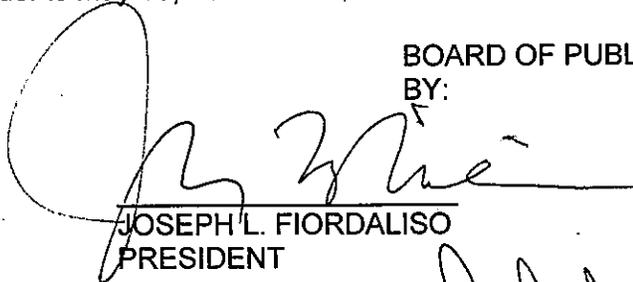
By Initial Decision issued on March 8, 2019, and submitted to the Board on April 4, 2019, ALJ Moss found that the Stipulation was voluntary, its terms fully disposed of all issues in controversy, it was consistent with the law, and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

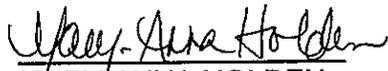
After review of the Initial Decision and the Stipulation, the Board **HEREBY FINDS** that the parties have voluntarily agreed to the settlement as evidenced by their signatures and that, by the terms of the Stipulation, they have fully resolved all outstanding contested issues in this matter. Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and the Stipulation executed by the parties in their entirety as if fully set forth herein.

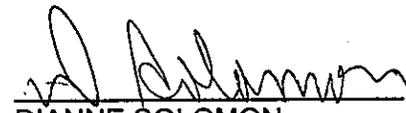
The effective date of this Order is May 18, 2019.

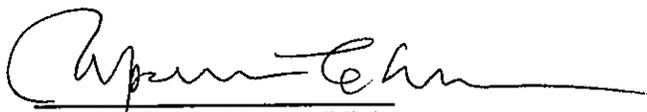
DATED: 5/8/19

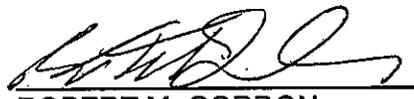
BOARD OF PUBLIC UTILITIES
BY:

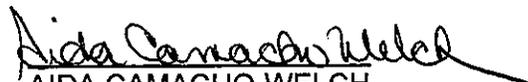

JOSEPH L. FIORDALISO
PRESIDENT


MARYANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER


ROBERT M. GORDON
COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

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

² Because the Worryfree Protection Plan is a contract service offered by Petitioner, it is not subject to the Board's jurisdiction. To the extent the terms of the settlement include payment, reimbursement, or other negotiated provisions regarding the Worryfree Protection Plan, the Board takes no position as to those terms.

KATHLEEN RUTLER

V.

PUBLIC SERVICE ELECTRIC & GAS COMPANY

**BPU DOCKET NO. EC18101100U
OAL DOCKET NO. PUC 00217-19**

SERVICE LIST

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Wyckoff, NJ 07481

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 00217-19

AGENCY DKT. NO. EC18101100U

KATHLEEN RUTLER,

Petitioner,

v.

PUBLIC SERVICE ELECTRIC & GAS,

Respondent.

Kathleen Rutler, petitioner, pro se

Danielle Lopez, Esq., on behalf of respondent, PSE&G

Record Closed: March 7, 2019, 2019

Decided: March 8, 2019

BEFORE KIMBERLY A. MOSS, ALJ:

On January 7, 2019, this matter was transmitted to the Office of Administrative Law (OAL) for hearing 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. A telephone prehearing was conducted during which time the parties agreed on a date for a follow up conference call. During the pendency of the February 28, 2019 conference the parties engaged in extensive settlement discussions. Another conference call was scheduled for March 25, 2019. Prior to that date, respondent submitted the fully executed settlement agreement resolving all issues in dispute. Said Agreement is attached hereto for reference.

I have reviewed the record and terms of the Stipulation of Settlement and **FIND:**

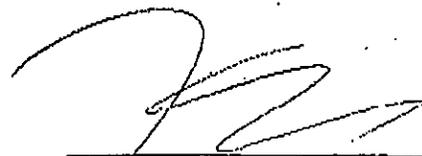
1. The parties have voluntarily agreed to the settlement as evidenced by the signatures of the parties or their representatives.
2. The settlement fully disposes of all issues in controversy and is consistent with law.

I **CONCLUDE** that the agreement meets the requirements of N.J.A.C. 1:1-19.1 and therefore, it is **ORDERED** that the parties comply with the settlement terms and that these proceedings be and are hereby 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 (45) 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.

3-8-19
DATE


KIMBERLY A. MOSS, ALJ

Date Received at Agency:

Date Mailed to Parties:

ljb

Apr 4, 2019 10:03AM

No. 0450 P. 4

Danielle Lopez
Assistant General Regulatory Counsel

Law Department
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Tel: 973.430.6479 fax: 973.645.5983
Email: Danielle.Lopez@pseg.com



March 6, 2019

Via UPS Overnight Delivery
Honorable Kimberly Moss
Office of Administrative Law
33 Washington Street
Newark, NJ 07102

RECEIVED
2019 MAR - P 4 46
STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

Re: Rutler, Kathleen v. PSE&G
OAL Docket No. PUC 00217-2019N
BPU Docket No. EC 18101100U
Stipulation of Settlement

Dear Judge Moss:

Enclosed please find an executed Stipulation of Settlement Agreement by the parties that resolves the issues in the above-referenced matter.

We thank Your Honor for her consideration of this submission.

Very truly yours,

Danielle Lopez

Enclosure

cc: Kathleen Rutler (via overnight delivery)
James Walsh, PSE&G (via hand delivery)

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STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

2019 MAR -7 10 46

Kathleen Rutler)
 Petitioner.)
) BPU DOCKET NO. EC18101100U
 v.) OAL DOCKET NO. PUC00217-2019N
) STIPULATION OF SETTLEMENT
 Public Service Electric & Gas Company)
 Respondent.)

On or about October 15, 2018, Petitioner filed the above-referenced billing dispute (the "Petition"). Public Service Electric & Gas Company ("PSE&G" or "Respondent") filed an answer to the Petition and the New Jersey Board of Public Utilities ("NJBP" or "Board") transmitted the matter to the Office of Administrative Law ("OAL") as a contested case for adjudication.

In the interests of resolving this matter amicably and to avoid further delay and costs to petitioner and respondent (collectively, the "parties"), the parties hereto agree to settle this matter in accordance with the following terms:

1. Although not agreeing with the merits of the allegations expressed in the Petition, and expressly denying any liability or wrongdoing, PSE&G agrees to credit Kathleen Rutler's PSE&G account number ending in 300, at the premise of 14 Burma Road, Wyckoff, N.J. in the amount of \$872.04. This credit will be reflected on the next monthly bill which will be rendered on or about February 20, 2019.
2. Petitioner agrees and understands that no claims or grievances can be later adjudicated relating to the matters referenced in the Petition. Petitioner further agrees to take any and all measures necessary to effectuate the dismissal of the Petition with prejudice, including contacting the OAL or Board if necessary to request dismissal with prejudice of the Petition.
3. Petitioner further agrees and understands that she will remain on the Equal Monthly Payment (EPP) for \$330.00. Any credit amount from the settlement will be applied to EPP trailer. In the PSE&G bill for April 2019 petitioner will receive a charge or credit for any difference between what was credited and the charges for what was actually consumed.

4. The petitioner will be reenrolled for the Worry-free Protection Plan for 1 Premier Hot Water Boiler.

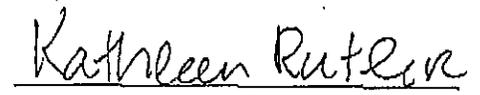
5. Petitioner agrees to keep this settlement agreement confidential, and not to disclose its existence or terms to anyone with the following exceptions: (1) legal counsel, for the sole purpose of obtaining legal advice related to this agreement; (2) an immediate family member (defined as petitioner's parent, spouse or child); (3) a tenant at or subsequent owner of the 14 Burma Road, Wyckoff, NJ, 07481; (4) to personnel of the Board or OAL; and (5) if petitioner is required to disclose this agreement by law.

7. The undersigned agree that this 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 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.

Date: 2-1-19


James Walsh PSE&G
Respondent

Date: 3-1-19


Kathleen Rutler
Petitioner

6. Henceforth, there shall be no further transfer of charges from account number ~~0000~~1905 (the "Old Account") to Petitioner's account number ending in 300, including trailer charges of any kind; the Old Account shall henceforth be disassociated and "divorced" from Petitioner and her property at 14 Burma Road, and PSE&G shall henceforth have no recourse against Petitioner or her property for any balance due related to the Old Account.

 Initialed by James Walsh for PSE&G, Respondent
 Initialed by Kathleen Rutler, Petitioner