



STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

FREWENI KIDANE,)	ORDER ADOPTING
Petitioner,)	INITIAL DECISION
)	
v.)	
)	BPU Docket No. GC20100651U
SOUTH JERSEY GAS COMPANY,)	OAL Docket No. PUC 03344-21
Respondent.)	

Parties of Record:

Freweni Kidane, Petitioner *pro se*
Van L. McPherson, III, Assistant General Counsel for Respondent, South Jersey Gas Company

BY THE BOARD:

This matter concerns a billing dispute between Freweni Kidane (“Petitioner”) and South Jersey Gas Company (“SJG” or “Respondent”). This Order sets forth the background and procedural history of Petitioner’s claims and represents the Final Order in the matter pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13. Having reviewed the record, the Board of Public Utilities (“Board”) now **ADOPTS** the Initial Decision rendered on May 19, 2022, as follows.

PROCEDURAL HISTORY

On or about October 13, 2020, Petitioner filed a petition with the Board requesting a formal hearing, alleged that Respondent had improperly billed the Petitioner for a past due amount of \$5,302.40 for gas service for the property located in Egg Harbor Township, New Jersey (“Property”).

Respondent filed an Answer to the Petition, dated November 5, 2020. Respondent contended that New Jersey Public Tax records indicated that Petitioner and Solomon Andermariam own a property located in Egg Harbor Township, NJ. Respondent additionally argued that account number ending in 15877 is in both Petitioner and Mr. Andermariam’s names. The Respondent stated that Mr. Andermariam had outstanding charges of \$5,261.18 for two (2) properties in Pleasantville, New Jersey, which were transferred to the above-mentioned account. The Respondent contended that both Petitioner and Mr. Andermariam are financially responsible for outstanding charges. Respondent noted that Mr. Andermariam petitioned the Board Docket Number GC20090587U for the above-related disputed charges.

The Board administratively closed Docket Number GC20090587U for lack of jurisdiction as the matter was determined to be a landlord/tenant dispute.

On March 31, 2021, this matter was transmitted by the Board to the Office of Administrative Law (“OAL”) for a 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. This matter was assigned to Administrative Law Judge (“ALJ”) Catherine A. Tuohy.

A Stipulation of Settlement (“Stipulation”) was agreed to between Respondent and Petitioner dated May 9, 2022 resolving all issues in this matter.

DISCUSSION AND FINDINGS

Pursuant to the terms of the Stipulation, and in order to fully resolve this matter, the parties have agreed to a disputed amount of \$2,065.14. Petitioner has agreed to make a one-time \$500.00 lump sum payment to the Respondent. Respondent agreed to a one-time discount/credit in the amount of \$1,565.14 towards the disputed amount which would reduce the total balance owed to \$0 after the \$500.00 one-time lump sum payment was applied to the account.

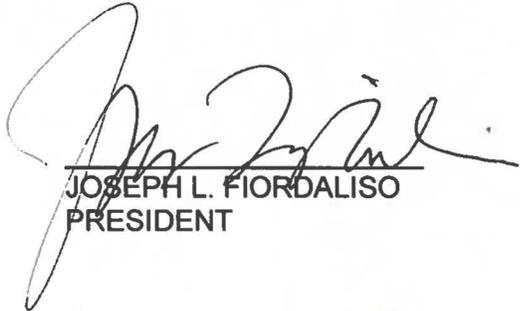
In the Initial Decision issued on May 19, 2022, and submitted to the Board on May 23, 2022, ALJ Tuohy found that the Stipulation was voluntary, fully disposed of all issues in controversy, was consistent with the law, and satisfied the requirements of N.J.A.C. 1:1-19.1.

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, 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.

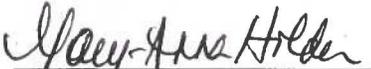
The effective date of this Order is July 6, 2022.

DATED: June 29, 2022

BOARD OF PUBLIC UTILITIES
BY:



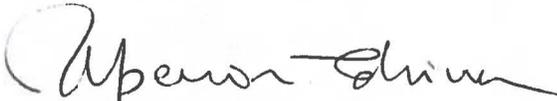
JOSEPH L. FIORDALISO
PRESIDENT



MARY-ANNA HOLDEN
COMMISSIONER



DIANNE SOLOMON
COMMISSIONER

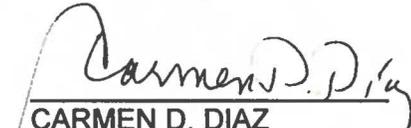


UPENDRA J. CHIVUKULA
COMMISSIONER



ROBERT M. GORDON
COMMISSIONER

ATTEST:



CARMEN D. DIAZ
ACTING SECRETARY

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

SERVICE LIST

**FREWENI KIDANE V. SOUTH JERSEY GAS COMPANY
BPU DOCKET NO. GC20100651U
OAL DOCKET NO. PUC 03344-21**

Freweni Kidane
[REDACTED]
[REDACTED]

Van L. McPherson, III, Esq.
Asst. General Counsel
South Jersey Gas Company
One North White Horse Pike
Hammonton, New Jersey 08037
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New Jersey Board of Public Utilities

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 03344-21

AGENCY DKT. NO. GC20100651U

FREWENI KIDANE,

Petitioner,

v.

SOUTH JERSEY GAS COMPANY,

Respondent.

Freweni Kidane, petitioner, pro se

Van L. McPherson, III, Assistant General Counsel for respondent

Meliha Arnautovic, Deputy Attorney General, for Division of Customer Assistance, Board of Public Utilities (Matthew J. Platkin, Acting Attorney General, State of New Jersey, attorneys)

Record Closed: May 9, 2022

Decided: May 19, 2022

BEFORE **CATHERINE A. TUOHY**, ALJ:

This matter was filed with the Office of Administrative Law (OAL) on April 1, 2021, for a determination as a contested case, pursuant to N.J.S.A. 52:14B-1 to B-15 and N.J.S.A. 52:14F-1 to F-13.

The parties have agreed to a settlement of all issues in dispute and have prepared a Settlement Agreement, effective April 11, 2022 which is attached and fully incorporated herein.

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

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures.
2. The settlement fully disposes of all issues in controversy.

I **CONCLUDE** that this matter is no longer a contested case before the Office of Administrative Law. It is **ORDERED** 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.



May 19, 2022
DATE

CATHERINE A. TUONY, ALJ

Date Received at Agency:

5/23/2022

Date Mailed to Parties:

5/23/2022

CAT/gd

EXHIBITS

Jointly Submitted:

J-1 Settlement Agreement, effective April 11, 2022, received on May 9, 2022

SETTLEMENT AND RELEASE AGREEMENT

Freweni Kidane v. South Jersey Gas Company
State of New Jersey – Office of Administrative Law
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Solomon Andemariam v. South Jersey Gas Company
New Jersey Board of Public Utilities
BPU Docket No.: GC20090587U

This confidential **SETTLEMENT AND RELEASE AGREEMENT** (“Agreement”) is entered into as of April 11, 2022 (the “Effective Date”), by and between **SOUTH JERSEY GAS COMPANY** (hereafter “SJG”), having an address of [REDACTED], on behalf of itself and its present and former parents, subsidiaries, affiliates, officers, directors, shareholders, insurers, employees, agents, attorneys, representatives, predecessors, successors and assigns (hereinafter “SJG collectively”) and **SOLOMON ANDEMARIAM AND FREWENI KIDANE** (hereafter “Counterparties”), having an address of [REDACTED]. In this Agreement, SJG and Counterparties are sometimes referred to each as a “Party” individually and collectively as the “Parties.”

WHEREAS, SJG is a natural gas public utility company engaged in providing gas service to customers throughout portions of New Jersey; and

WHEREAS, Counterparties are SJG customers who received and/or who had tenants who received gas service at the properties located at [REDACTED], [REDACTED] under Account No.: [REDACTED] and [REDACTED], [REDACTED] under Account No.: [REDACTED] (“the accounts”) at all times relevant hereto; and

WHEREAS, the outstanding charges from the properties located at [REDACTED] in the amount of \$2,083.99 and [REDACTED] in the amount of \$3,177.19 were accumulated in SJG accounts held by Solomon Andemariam and/or Freweni Kidane and/or transferred to their names based upon their ownership of the properties; and

WHEREAS, Counterparty Solomon Andemariam filed a Petition with the New Jersey Board of Public Utilities (“BPU”) against SJG with regard to certain billing disputes (“Andemariam Billing Dispute”), which was assigned BPU docket number GC20090587U. SJG responded to Solomon Andemariam’s BPU Complaint and the BPU closed the matter as of April 2021; and

WHEREAS, Counterparty Freweni Kidane filed a separate Petition with the New Jersey Board of Public Utilities (“BPU”) against SJG with regard to certain billing disputes (“Freweni Billing Dispute”), which was assigned BPU docket number GC20100651U; and

WHEREAS, the matter of *Freweni Kidane v. South Jersey Gas Company* was transferred by the BPU to the Office of Administrative Law (“OAL”), who assigned the matter docket number PUC 03344-2021S; and

WHEREAS, Solomon Andemariam and Freweni Kidane’s tenant, German Salazar, contacted SJG to accept responsibility for the outstanding charges for the property located at [REDACTED], [REDACTED]. Thereafter, SJG transferred those charges to Mr. Salazar’s account, thereby removing them from Solomon Andemariam and/or Freweni Kidane’s account balance; and

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WHEREAS, the outstanding charges of \$2,083.99 for the property at [REDACTED] [REDACTED] remain on Solomon Andemariam and/or Freweni Kidane's account since SJG has not been contacted by a current or former tenant that is willing to accept those charges. In June 2020, a credit of \$18.85 was issued towards this balance, resulting in a current remaining outstanding balance of \$2,065.14; and

WHEREAS, in order to avoid the expense, burden and delay of litigation, and without admitting or acknowledging any liability, the Parties to this Agreement now wish to affect a complete resolution and settlement of either Party's claims against the other and freely and voluntarily enter into this Agreement for that purpose.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

AGREED UPON TERMS:

1. SETTLEMENT TERMS.

- a. The total balance currently owed by Counterparties to SJG with respect to the Andemariam Billing Dispute and the Kidane Billing Dispute referenced above is \$2,065.14 ("Disputed Amount").
- b. Counterparties agree to make a one-time \$500.00 lump sum payment to SJG no later than thirty (30) business days after Counterparties return an original signed and notarized Agreement to SJG.
- c. SJG agrees to apply a one-time discount / credit in the amount of \$1,565.14 towards the Disputed Amount, which would reduce the total balance owed to SJG to \$0 after the \$500.00 one-time lump sum payment referenced above in 1b. is applied to the account. SJG agrees to credit this amount to the Counterparties' account no later than thirty (30) business days after Counterparties submit the one-time \$500.00 lump sum payment and return an original signed and notarized Agreement to SJG.

2. **DISMISSAL OF BPU/OAL MATTER.** The Parties agree to withdraw/dismiss the matter of *Freweni Kidane v. South Jersey Gas Company*, bearing docket number GC20100651U with the BPU and docket number PUC 03344-2021S with the OAL. The BPU Petition filed by Solomon Andemariam under BPU docket number GC20090587U was closed by the BPU in April 2021. However, should this BPU matter reopen for any reason, the Parties agree to withdraw/dismiss the Petition.

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3. **DEFERRED PAYMENT ARRANGEMENT.** Should Counterparties fail to make the above-listed payment, SJG reserves the right to demand payment in full, and/or to initiate an enforcement and collection action for the full Disputed Amount, or any remainder thereof.
4. **NO ADMISSION OF LIABILITY.** The Parties acknowledge that the settlement was agreed upon as a compromise/final settlement of the disputed claims, and that the settlement may not be construed as an admission of liability by either Party.
5. **RELEASE.** Counterparties and SJG collectively release each other from all claims concerning the Andemariam Billing Dispute and the Kidane Billing Dispute up to the Effective Date of this Agreement.
6. **COVENANT NOT TO SUE.** Counterparties, on behalf of himself/herself, his/her representatives, employees, parents, subsidiaries, licensees and tenants and their respective successors and assigns, hereby covenants not to sue or otherwise participate in any action against SJG collectively, based on any of the claims being released in this Agreement.
7. **CONFIDENTIALITY.** Subject to permissible disclosures as may be required by law or order of court, the Parties expressly understand and agree that this Agreement shall remain CONFIDENTIAL and shall not be disclosed to any third party whatsoever, except the Parties' counsel, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers and Board of Directors. This paragraph is a material part of this Agreement.
8. **CHOICE OF LAW AND FORUM.** This Agreement has been made and entered into within and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New Jersey, without regard to the principles of conflicts of laws. Any action to enforce this Agreement shall be brought only in the Superior Court of New Jersey, Atlantic County, New Jersey.
9. **ENTIRE AGREEMENT.** The recitals set forth at the beginning of this Agreement are incorporated by reference and made a part of this Agreement. This Agreement constitutes the entire agreement and understanding of the Parties and supersedes all prior negotiations and/or agreements, proposed or otherwise, written or oral, concerning the subject matter hereof.
10. **RELIANCE ON OWN COUNSEL.** In entering into this Agreement, the Parties acknowledge that they have relied upon, or waived, the legal advice of their respective attorneys, who are the attorneys of their own choosing, and that the terms of this Agreement are fully understood and voluntarily accepted.

SETTLEMENT AND RELEASE AGREEMENT

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- 11. **AUTHORITY TO EXECUTE AGREEMENT.** By signing below, each Party warrants and represents: (1) that the person signing this Agreement has the full power, authority and capacity to make this Agreement; and (2) that this Agreement is being made voluntarily and not under coercion or duress. These representations and warranties shall survive the execution of this Agreement indefinitely.
- 12. **COMPLETE RESOLUTION.** The Parties acknowledge and agree that this settlement represents the complete resolution, fully and forever, of all claims of Counterparties related to the Andemariam Billing Dispute and the Kidane Billing Dispute, no matter how characterized, and that Counterparties are solely responsible for paying their own related costs and fees not captured by/in the settlement (including any attorney's fees and costs). By signing this Agreement, and accepting the settlement as consideration, the Counterparties forever give up any right to seek further monetary or other relief from SJG collectively.
- 13. **SEVERABILITY.** If any provision of this Agreement or the application hereof to any Party shall be deemed invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall remain valid, legal and enforceable.
- 14. **EXECUTION OF AGREEMENT.** In light of the current COVID-19 situation, the Parties agree that this Agreement may be signed in counterparts and delivered via facsimile or email, each of which shall be accepted as an original signature, with the same effect as if the signatures were on the same document.

IN WITNESS WHEREOF, each of the Parties hereto have caused this Agreement to be executed as of the date(s) set forth below.

SOUTH JERSEY GAS COMPANY

DocuSigned by:
By: Marissa C Travaline
D2B400621B99410
Marissa Travaline
Vice President, Customer Experience, SJG

Date: 5/9/2022

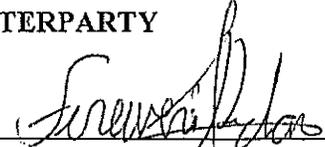
(Signatures continued on next page)

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COUNTERPARTY

By: 
FREWENI KIDANE

Date: 5/2/22

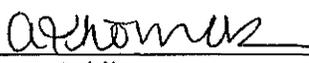
NOTARY PUBLIC

STATE OF New Jersey)
COUNTY OF Atlantic)

On this, the 2 day of May, 2022, before me, the undersigned officer, personally appeared Freweni Kidane, who in my presence acknowledged having read and fully understood the foregoing Settlement Agreement and General Release (the "Agreement"), and executed the Agreement in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.




Notary Public
My Commission Expires:

(Signatures continued on next page)

SETTLEMENT AND RELEASE AGREEMENT

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COUNTERPARTY

By: *Solomon Andemariam*
SOLOMON ANDEMARIAM

Date: 5/2/22

NOTARY PUBLIC

STATE OF New Jersey)

COUNTY OF Atlantic)

On this, the 2 day of May, 2022, before me, the undersigned officer, personally appeared Solomon Andemariam, who in my presence acknowledged having read and fully understood the foregoing Settlement Agreement and General Release (the "Agreement"), and executed the Agreement in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Ashley M. Thomas
Notary Public
My Commission Expires: