



STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
www.bpu.state.nj.us

Customer Assistance

RAFCO PLASTICS, INC., PETITIONER,
v. PUBLIC SERVICE ELECTRIC AND)
GAS, RESPONDENT)

ORDER ADOPTING
INITIAL DECISION
SETTLEMENT

BPU Docket No. EC05100843U
OAL Docket No. PUC 3887-06

(SERVICE LIST ATTACHED)

BY THE BOARD¹:

On October 3, 2005, Rafco Plastics, Inc. (Petitioner) filed a petition with the Board disputing the bill of Public Service Electric and Gas Company (Respondent) for utility services in the amount of \$42,604.32. This bill resulted from a crossed meter condition, which existed from January 3, 2002 until September 9, 2004 that has been corrected. On November 16, 2005, Respondent filed its answer denying Petitioner's allegation that the bills rendered were incorrect.

After Respondent filed its 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. 52:14-B-1 et seq. and N.J.S.A. 52:14F-1 et seq. The matter was assigned to Administrative Law Judge (ALJ) Jeffrey A. Gerson.

While this matter was pending at the OAL, the parties engaged in negotiations and reached a settlement that was submitted to the ALJ. By Initial Decision issued April 24, 2007, to which the settlement was attached and made part thereof, ALJ Gerson found that the agreement was voluntary, that its terms fully disposed of all issues in controversy and that it met the requirements of N.J.A.C. 1:1-19.1.

¹ Commissioner Frederick F. Butler did not participate in the deliberation or vote on this matter.

Pursuant to the terms of the settlement, Petitioner will be responsible for payment of \$21,000.00, the outstanding bill, in monthly installments of \$1,750.00 beginning with the January 2007, bill and continuing until the outstanding balance is paid in full. Petitioner will make these payments, as well as payment for current charges billed after January, 2007, within fifteen (15) days of receipt of the current month's invoice.

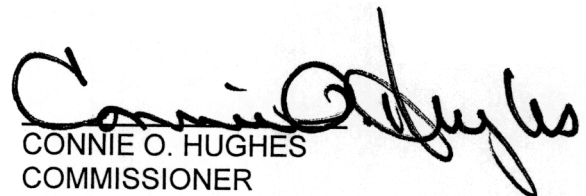
After review and consideration, the Board **FINDS** that the terms of the settlement are fair and reasonable. Therefore, the Board **HEREBY ADOPTS** the Initial Decision and the Settlement Agreement in their entirety, incorporating the terms thereof into this final decision as if fully set forth at length herein.

DATED:


5/24/07

BOARD OF PUBLIC UTILITIES
BY:


JEANNE M. FOX
PRESIDENT


CONNIE O. HUGHES
COMMISSIONER

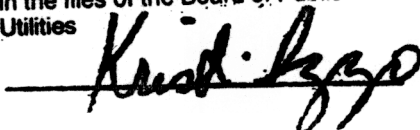

JOSEPH L. FIORDALISO
COMMISSIONER


CHRISTINE V. BATOR
COMMISSIONER

ATTEST:


KRISTI IZZO
SECRETARY

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



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BPU Docket No. EC05100843U
OAL Docket No. PUC 3887-06

Rafco Plastics, Inc. v. Public Service Electric and Gas Company

BPU Docket No. EC05100843U
OAL Docket No. PUC 3887-06

SERVICE LIST

Richard P. Blender, Esq.
100 Hamilton Plaza
Suite 1212
Paterson, New Jersey 07505

Tamara L. Linde, Esq.
PSE&G Services Corporation
80 Park Plaza, T5G
Newark, New Jersey 07102

Julie Ford-Williams
Division of Customer Assistance
Board of Public Utilities
Two Gateway Center
Newark, New Jersey 07102

Arlene E. Pasko, DAG
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07102

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 3887-06

AGENCY DKT. NO. EC05100843U

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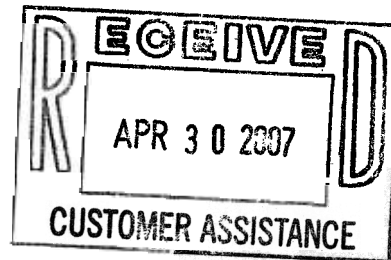
RAFCO PLASTICS, INC.,

Petitioner,

v.

**PUBLIC SERVICE ELECTRIC AND GAS
COMPANY,**

Respondent.



BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

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Richard Blender, Esq., appearing for Rafco Plastics, Inc., petitioner

Joseph Priddy, Esq., for Public Service Electric & Gas, respondent

Record Closed: April 13, 2007

Decided: April 23, 2007

BEFORE JEFFREY A. GERSON, ALJ:

On April 4, 2006 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. 52:14F1 to -13. The matter was scheduled for a settlement conference on September 8, 2006 but adjourned because the parties had tentatively settled the matter. A Settlement Agreement indicating the terms of settlement was signed by the parties and submitted

to the OAL on April 13, 2007. A copy of the Settlement Agreement is attached hereto and made a part hereof.

have reviewed the record and terms of the 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 issues in controversy and is consistent with law.

CONCLUDE that the agreement meets the safeguard requirements of N.J.A.C. 1:1-19.1 and, accordingly, I approve the settlement and **ORDER** that the parties comply with the settlement terms.

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.

DATE _____

APR 24 07

~~JEFFREY A. GERSON, ALJ~~

Receipt Acknowledged:

Date Received at Agency:

Mailed to Parties:

DATE _____

sej

OFFICE OF ADMINISTRATIVE LAW

SETTLEMENT AGREEMENT

This settlement agreement ("Agreement") is made this December 4, 2006, between Public Service Electric and Gas Company ("Public Service") and Rafco Plastics Inc., ("Rafco") located at 11 Vreeland Avenue, Totowa, New Jersey 07512 ("the Property") through its attorney, Richard Blender, Esq.

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WHEREAS, Rafco requested electric utility service be supplied to it at the Property under account number 31 255 146 57, in accordance with the Tariffs for Electric and Gas Service filed by Public Service with the Board of Public Utilities of the State of New Jersey; and

WHEREAS, a crossed meter condition was in existence at the Property from 1/03/2002- 9/9/2004 which, when corrected, resulted in a utility bill to Rafco in the amount of \$42,604.32 for utility services supplied by Public Service to Rafco at the Property; and

WHEREAS, the Parties hereto desire to avoid the expense and inconvenience of further litigation and resolve any differences they may have on the basis hereinafter described;

NOW THEREFORE, Public Service and Rafco agree as follows:

1. Rafco acknowledges and assumes liability for payment of \$21,000.00 ("outstanding balance") of the \$42,604.32 billed for utility services supplied to the Property under the crossed meter condition from 1/03/2002-9/9/2004.

2. Rafco shall pay the outstanding balance in twelve equal monthly installment payments of \$1,750.00 beginning with the January, 2007 utility bill and continuing thereafter until the outstanding balance is paid in full. Rafco shall make payment of the \$1,750.00 monthly installment payments within fifteen (15) days of receipt of the current month's invoice.

3. In addition to the payments set forth above, Rafco shall make payment of all current invoices for utility service billed after January, 2007 within fifteen (15) days of receipt of the current month's invoice.

4. This Agreement is effective upon its execution by all parties. This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one Agreement.

5. Each of the parties to this Agreement hereby affirms and acknowledges:

(a) that a representative of the party with the authority to execute this Agreement has read and understood this agreement; (b) that the terms of the Agreement and the effects thereof have been fully explained to that representative by its counsel; (c) that the representative fully understands each term of this Agreement and its effect; (d) that no party has relied on any statement, representation or inducement (whether material, false, negligently made or otherwise) of the other parties and not contained herein, with respect to said party's decision to execute this Agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. This Agreement contains the full integrated understanding and agreement between the parties concerning the subject matter hereof. All prior oral and written, or contemporaneous oral representations, understandings and agreements relating to the subject matter contained in this Agreement are merged herein and superseded hereby.

8. This Agreement shall not be modified or amended, nor shall any of its provisions be waived except specifically in writing, signed by all parties hereto.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, provided however that neither party shall assign or delegate this agreement, in whole or in part, without the prior written consent of the other party.

IN WITNESS WHEREOF, and intending to be legally bound, parties have executed this Agreement.

Public Service Electric
and Gas Company

Attest:

By:

Rafco Plastics Inc

Attest:

By: *Edward Ringley*
Edward Ringley

[Signature]
RICHARD P. BLENDER
ATTORNEY AT LAW OF NEW JERSEY



COPY

COPY

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW
Support Services
33 Washington Street
Newark, New Jersey 07102
(973) 648-7143

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ASST. MANAGER
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BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

Date: APR 25 2007
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BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

Board of Public Utilities
Two Gateway Center
Newark, N.J. 07102

Re: Initial Decisions for Receipt

Appended please find the following decisions from the Office of Administrative Law.
The OAL will utilize the UPS receipt date in the place of agency acknowledgement of
Receipt. Please do not return a copy of the decision to OAL. The file will be returned
To you shortly.

OAL Docket No. PUC

Case Name

3887-06

BAFCO PLASTICS, INC.