



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

Alfredo Toro,
Petitioner,

v.

Elizabethtown Gas Company,
Respondent.

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ORDER ADOPTING
INITIAL DECISION

BPU DOCKET NO. GC17040387U
OAL DOCKET NO. PUC 17315-17

Parties of Record:

Alfredo Toro, Petitioner, *pro se*
Brendan J. Mooney, Esq., for Respondent, Elizabethtown Gas Co.

BY THE BOARD:

PROCEDURAL HISTORY

By petition filed with the Board of Public Utilities ("Board") on April 19, 2017 ("Petition"), Alfredo Toro ("Petitioner" or "Mr. Toro") disputed charges associated with service provided by Elizabethtown Gas Company ("Respondent" or "Elizabethtown").

In his petition, Mr. Toro stated that Elizabethtown incorrectly billed his account in the amount of \$4,000.00 in September 2013. He further stated that the high bill was received after the meter was replaced.

Elizabethtown, in its answer dated June 30, 2017, denied the allegations that Mr. Toro was incorrectly billed. Respondent stated that Mr. Toro's meter was replaced in September 2013. Elizabethtown performed an actual meter reading after the meter replacement and determined that Mr. Toro's account was undercharged in the amount of \$4,345.39 for the time period between January 2007 and September 2013. Elizabethtown claimed that the undercharges were a result of certain estimated readings that occurred on Mr. Toro's account during the time period in question. Elizabethtown contended that services were supplied and billed in accordance with terms and conditions and rate schedules set forth in its Board-approved Tariff. Elizabethtown requested that the relief sought be denied on the basis that Mr. Toro failed to set forth a claim upon which relief may be granted.

On November 17, 2017, 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") Elissa Mizzone Testa.

The parties subsequently voluntarily agreed to resolve the matter and entered into a signed Settlement Agreement ("Settlement") that was submitted to the ALJ on July 3, 2018.

Pursuant to the terms of the Settlement, and in order to fully resolve this matter, Elizabethtown agreed to credit Mr. Toro's account the amount of \$258.98 ("Settlement Amount"). Mr. Toro agreed to accept the Settlement Amount in accordance with the terms of the Settlement. Mr. Toro also agreed that this Settlement does not eliminate or affect his obligation to pay his Elizabethtown bills on a timely basis going forward.

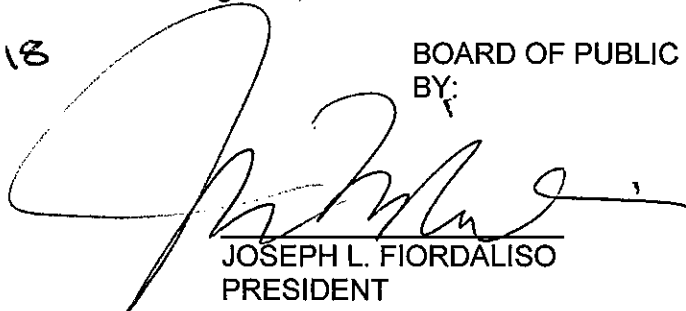
By Initial Decision issued on July 3, 2018, and submitted to the Board on July 9, 2018, ALJ Testa found that the Settlement was voluntary, that its terms fully disposed of all issues in controversy and that it satisfied the requirements of N.J.A.C. 1:1-19.1.

After review of the Initial Decision and the Settlement, 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 Settlement, they have fully resolved all outstanding contested issues in this matter. Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and the Settlement executed by the parties in their entirety as if fully set forth herein.

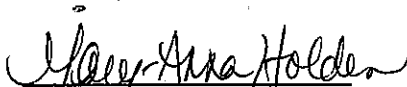
The effective date of this Order is August 4, 2018.

DATED: 7/25/18

BOARD OF PUBLIC UTILITIES
BY:



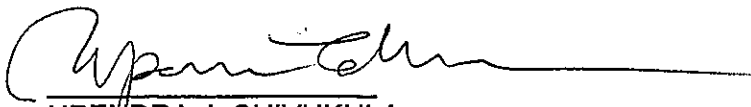
JOSEPH L. FIORDALISO
PRESIDENT



MARY-ANNA HOLDEN
COMMISSIONER



DIANNE SOLOMON
COMMISSIONER



UPENDRA J. CHIVUKULA
COMMISSIONER



ROBERT M. GORDON
COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

ALFREDO TORO

V.

**ELIZABETHTOWN GAS COMPANY
BPU DOCKET NO. GC17040387U
OAL DOCKET NO. PUC 17315-17**

SERVICE LIST

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Atoro85@gmail.com

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RECEIVED
CASE MANAGEMENT

JUL 09 2018

BOARD OF PUBLIC UTILITIES
TRENTON, NJ

BOARD OF PUBLIC UTILITIES

JUL 09 2018



MAIL RECEIVED

State of New Jersey

OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 17315-17

AGENCY DKT. NO. GC17040387U

ALFREDO TORO,

Petitioner,

v.

ELIZABETHTOWN GAS COMPANY,

Respondent.

Alfredo Toro, petitioners, pro se

Brendon J. Mooney, Esq., for respondent (Elizabethtown Gas Company)

Record Closed: July 3, 2018

Decided: July 3, 2018

BEFORE ELISSA MIZZONE TESTA, ALJ:

STATEMENT OF THE CASE AND PROCEDURAL HISTORY

On November 22, 2017, the above referenced 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.

cm
K. Grah
D. Thom
E. Harb
J. Ford
R. Lembe
R. Matos
K. Flynn
D. Brantl
C. Vachier
B. Agee

The matter was scheduled for a hearing on May 25, 2018, but was adjourned because the parties were engaged in settlement discussions and agreed to settle the matter. The signed Settlement Agreement indicating the terms of settlement was forwarded to the undersigned on July 3, 2018. A copy of the settlement Agreement is attached and fully incorporated herein.

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

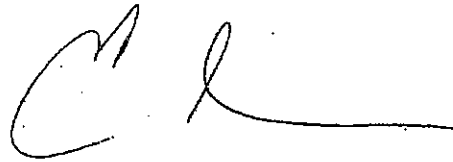
1. The parties have voluntarily agreed to the settlement as evidenced by the signatures of the parties or their representatives.
2. The settlement fully disposes of all issues in controversy and is consistent with law.

I **CONCLUDE** that the agreement meets the safeguard requirements of N.J.A.C. 17:27-19.1 and, accordingly, I approve the settlement and **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.

July 3, 2018



DATE

ELISSA MIZZONE TESTA, ALJ

Date Received at Agency:

7/3/18

Date Mailed to Parties:
sej

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Alfredo Toro	:	
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Petitioner,	:	
	:	
v.	:	OAL Docket No. PUC 17315-2017 N
	:	BPU Docket No. GC17040387U
Elizabethtown Gas,	:	
	:	
Respondent.	:	
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SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made this ^{June} 26 day of ~~May~~ 2018, 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 Alfredo Toro, an individual with an address at 124 Ely Street, Elizabeth, New Jersey 07083 (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 124 Ely Street, Elizabeth, New Jersey ("Premises");

WHEREAS, Petitioner is identified by Elizabethtown's records as the customer of record for the gas service rendered to the Premises under Elizabethtown Account No. ████████1100 (the "Account");

WHEREAS, in September 2013 Elizabethtown billed Petitioner \$4,345.39 for unpaid gas service charges (the "Disputed Amount") for gas consumed on the Account, for the period January 2007 through September 2013 (the "Disputed Period");

WHEREAS, between August 2016 and December 2017, Petitioner paid to Elizabethtown the Disputed Amount in full in numerous installments;

WHEREAS, on or about February 22, 2017, Elizabethtown issued a fast meter credit to the Account in the amount of \$241.02 since the meter servicing the Premises was determined to have been running fast during the Disputed Period;

WHEREAS, on or about March 26, 2017, Petitioner filed with the New Jersey Board of Public Utilities ("Board") a Petition for Formal Hearing ("Petition"), which was assigned Board Docket Number GC17040387U, 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 017315-2017 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, and without agreeing with the merits of the allegations set forth in the Petition, Elizabethtown agrees to credit the Account in the amount of \$258.98 (the "Settlement Amount"), a portion of which (\$137.60) represents an additional fast meter credit that will be applied to the Account. Other than the Settlement Amount, Elizabethtown is not required to refund any portion of the Disputed Amount or any amount associated with service provided during the Disputed Period.
2. Without admitting fault or liability, Petitioner agrees to accept the Settlement Amount in accordance with the terms hereof and discontinue with prejudice the actions pending pursuant to Board Docket Number GC17040387U and OAL Docket Number PUC 17315-2017 N. Petitioner further agrees not to otherwise pursue or make a claim with respect to the Disputed Amount or any amount associated with service provided during the Disputed Period.
3. The Settlement Amount shall be credited to the Account 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 is earlier. The Settlement Amount shall appear on the next monthly statement of the Account following the expiration of such period.
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, 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.

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 intentionally left blank. Signature page follows.]

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

Alfredo Toro

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, Esq.
Vice President, Regulatory Affairs and
Business Support

Alfredo Toro 6/26/18

Alfredo Toro



CULLEN and DYKMAN LLP

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Garden City, New York 11530-4850
Telephone (516) 357-3700 • Facsimile (516) 357-3792

July 3, 2017

VIA FEDEX and E-Mail

Hon. Elissa Testa (*sharon.jeffers@oal.nj.gov*)
State of New Jersey
Office of Administrative Law
33 Washington Street
Newark, NJ 07102

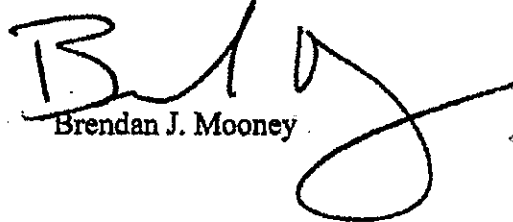
Re: Toro, Alfredo v. Elizabethtown Gas
OAL Docket No. PUC 17315-2017N

Dear Judge Testa:

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/dr

cc: Alfredo Toro (*atoro85@gmail.com*)

Founded 1850

BROOKLYN

LONG ISLAND

MANHATTAN

WASHINGTON, D.C.

ALBANY

NEW JERSEY