



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

Customer Assistance

IN THE MATTER OF LAWRENCE B. SCHWARTZ, )  
PETITIONER, v. JERSEY CENTRAL POWER )  
AND LIGHT COMPANY, RESPONDENT )

ORDER ADOPTING  
INITIAL DECISION  
SETTLEMENT

BPU Docket No. EC06040282U  
OAL Docket No. PUC 7245-06

(SERVICE LIST ATTACHED)

BY THE BOARD:

On April 17, 2006, Lawrence B. Schwartz (Petitioner) filed a petition with the Board of Public Utilities (Board) for a hearing in regard to a billing dispute with Jersey Central Power and Light Company (Respondent). On May 22, 2006, Respondent filed an answer.

On May 25, 2006, the Board transmitted this matter to the Office of Administrative Law (OAL) for determination and initial disposition 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 matter was assigned to Administrative Law Judge (ALJ) Jeffrey A. Gerson and scheduled for a hearing on December 4, 2006.

During the pendency of this matter at the OAL, the parties engaged in negotiations and reached a settlement. The Stipulation of Settlement was submitted to the ALJ for review. On December 21, 2006, ALJ Gerson filed an Initial Decision with the Board, memorializing the terms of the Stipulation of Settlement and recommending that it be approved. The ALJ found the settlement to be voluntary, consistent with the law and fully dispositive of all issues in controversy. The ALJ therefore concluded that the Stipulation of Settlement met the requirements of N.J.A.C. 1:1-19.1.

Under the terms of the Stipulation of Settlement, Petitioner will pay Respondent a total of \$2,958.00 toward Petitioner's current arrears of \$3,443.00, and provided Petitioner remains current in payment of statements received from Respondent for electric service provided by Respondent to Petitioner and adheres to the terms of the Stipulation of Settlement, Respondent will accept \$2,958.00 as payment in full of Petitioner's current arrears. Petitioner and Respondent agree that Petitioner will pay the current bills in full beginning with the bill for

electric service due during January 2006 with an additional amount towards the settlement which will continue until Petitioner has paid the settlement amount in full. For February and March 2007, Petitioner will pay \$479.00 each month in addition to the current bill due. Beginning in April 2007, Petitioner will pay \$65.00 in addition to the current bill due during that month, for a period of twenty-nine (29) months ending August 2009. For September 2009, Petitioner will pay \$115.00 in addition to the current bill for that month. Petitioner will make all payments to Respondent required under the Stipulation of Settlement either by credit card accepted by Respondent, money order or cash. Petitioner and Respondent have agreed that Petitioner's failure to pay the current bill or any payment toward the settlement amount by the due date will be deemed a default and the full amount of the current debt will be due immediately, and Respondent will be entitled to discontinue electric service subject to regulatory requirements. Staff has contacted Respondent, and Petitioner is in compliance with the terms of the Stipulation of Settlement.

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

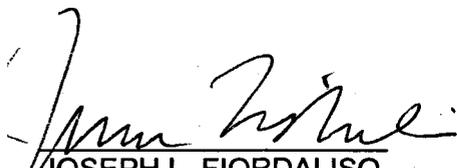
DATED: 1/17/07

BOARD OF PUBLIC UTILITIES  
BY:

  
JEANNE M. FOX  
PRESIDENT

  
FREDERICK F. BUTLER  
COMMISSIONER

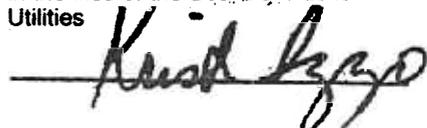
  
CONNIE O. HUGHES  
COMMISSIONER

  
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



BPU Docket No. EC06040282U  
OAL Docket No. PUC 7245-06

Lawrence B. Schwartz v. Jersey Central Power and Light Company

BPU Docket No. EC06040282U  
OAL Dkt. No. PUC 7245-06

**SERVICE LIST**

Lawrence B. Schwartz  
25 Dameo Place  
Short Hills, New Jersey 07078

Leilia Vespoli, Esq.  
Senior Vice President & General Counsel  
FirstEnergy Corporation  
76 South Main Street  
Akron, Ohio 44308

Mariana Lau-Hyland  
Supervisor, Revenue Operations  
Jersey Central Power & Light Company  
90 Ridgedale Avenue  
Morristown, New Jersey 07962

Kent Papsun, Director  
Division of Customer Assistance  
Board of Public Utilities  
Two Gateway Center  
Newark, NJ 07102

Arlene E. Pasko, Esq.  
Division of Law  
124 Halsey St. - 5th Floor  
Newark, NJ 07102

COPY



COPY

RECEIVED  
CASE MANAGER  
2006 DEC 21 PM 1:01  
BOARD OF PUBLIC UTILITIES  
TREASURY

CMS  
BESLOW  
RPLB  
PAS KO  
LUAN, D  
cust. note (2)

**State of New Jersey**  
**OFFICE OF ADMINISTRATIVE LAW**

**INITIAL DECISION**

**SETTLEMENT**

OAL DKT. NO. PUC 7245-06

AGENCY DKT. NO. EC06040282U

**LAWRENCE B. SCHWARTZ,**

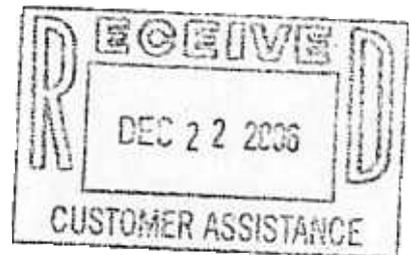
Appellant,

v.

**JERSEY CENTRAL POWER & LIGHT**

**COMPANY,**

Respondent



**Lawrence B. Schwartz, petitioner, pro se**

**Mariana Lau-Hyland, Esq., for respondent, (Jersey Central Power & Light Company)**

Record Closed: December 4, 2006

Decided: December 12, 2006

**BEFORE JEFFREY A. GERSON, ALJ:**

On June 23, 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 hearing on December 4, 2006 and during that time the parties engaged in settlement discussions and agreed to settle the matter.

A Stipulation of Settlement indicating the terms of settlement was signed by the parties and is attached hereto.

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. 1:1-19.1 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 (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.

DEC 12 06

DATE

12/21/06

DATE

\_\_\_\_\_  
DATE

sej

  
\_\_\_\_\_  
JEFFREY A. GERSON, ALJ  
Receipt Acknowledged:  
  
\_\_\_\_\_  
BOARD OF PUBLIC UTILITIES

Mailed to Parties:

\_\_\_\_\_  
OFFICE OF ADMINISTRATIVE LAW

BOARD OF PUBLIC UTILITIES  
OFFICE OF ADMINISTRATIVE LAW

IN THE MATTER OF  
LAWRENCE SCHWARTZ

BPU DOCKET NO. ~~EC060402821~~

EC060402821

DAL DOCKET NO

v.  
JERSEY CENTRAL POWER  
& LIGHT COMPANY

PUC - 07245-2006N

STIPULATION OF SETTLEMENT

WHEREAS, Petitioner, Lawrence Schwartz, filed a formal complaint with the Board of Public Utilities ("BPU") on April 17, 2006; and

WHEREAS, Respondent, Jersey Central Power & Light Company ("JCP&L") filed an Answer in response to Petitioner's complaint, on May 22, 2006; and,

WHEREAS, the BPU referred the instant matter to the Office of Administrative

Law as a contested case; and

WHEREAS, Petitioner and ~~JCP&L~~ representatives  
of JCP&L appeared before the Honorable  
Jeffrey Gerson, A.L.J. on this date;  
and

HEREAS, Petitioner and such JCP&L representa-  
tives reached an agreement whereby  
Petitioner would pay a total of  
\$2,958.00 / ("Settlement Amount")  
toward his current  
arrears of \$3,443.00 / ("Current Debt")  
and,

HEREAS, provided Petitioner remains current  
in payment of bills for electric  
service provided by JCP&L to Petitioner  
("Current Bills")  
~~at Petitioner's address~~ and addresses

the terms this Stipulation of Settlement, as more fully set forth  
, JCP&L will ~~pay~~ ~~the~~ ~~same~~  
2,958.00 payment if Petitioner  
not paid his Current full  
, THEREFORE, the Petitioner and

JCP&L hereby agree as follows:

(1) Petitioner will his Current  
Bills full beginning with the  
for electric service ~~and~~ ~~and~~  
due and  
continuing until Petitioner has paid  
the full Settlement Amount

(2) Petitioner will pay \$479 in addi

tion to the Current Bill due during February 2007.

(3) Petitioner will pay \$479, in addition to the Current Bill due, during March 2007.

(4) Petitioner will pay \$65<sup>each month</sup>, in addition to the Current Bill due, ~~that~~ during ~~that~~ that month, beginning in the month of April 2007, for a period of 29 months, ending August 2009

(5) Petitioner will pay ~~\$115~~<sup>\$115</sup>, in addition to the Current Bill, during ~~that~~ September 2009.

(6) Petitioner agrees to make all of

payments described in paragraphs (1) through (5) of this Stipulation of Settlement on or before the due date set forth in the Current Bill provided by JCP&L to Petitioner.

(7) Petitioner will make all of the payments ~~described~~ required by this Stipulation of Settlement by credit card accepted by JCP&L or by money order or in cash.

(8) Petitioner and JCP&L agree that a failure by Petitioner to pay either his Current Bill or any payment toward the Settlement

f on the date such payment is due and owing (such date to be determined by the date set forth on the then-due Current Bill) will be deemed a ~~default~~ default by Petitioner under the terms of this stipulation of Settlement

(a) Petitioner and JCP that upon default by Petitioner:

(a) ~~the~~ The full amount of Debt will immediately become due and owing;

(b) JCP will be entitled to

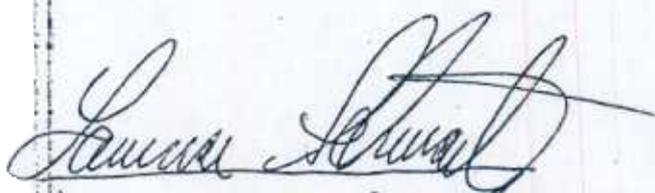
discontinue electric service  
to Petitioner, subject to the  
regulatory requirements of  
the BPU:

~~Jersey Central Power & Light Company~~

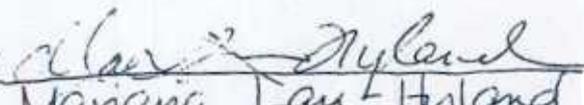
~~and Petitioner, with the understanding~~  
~~that Petitioner~~

~~the~~ Petitioner and JCP&L

having agreed to be bound by the  
terms of this Stipulation of Settle-  
ment, hereby signify their accep-  
tance of terms by their signatures  
below.

  
Lawrence Schwartz  
DECEMBER 4, 2006

Jersey Central Power & Light  
Company

By:   
Marciana Lau-Hyland  
December 4, 2006