



STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

LORI MONTEIRO,)	ORDER ADOPTING INITIAL
Petitioner)	DECISION SETTLEMENT
)	
V.)	
)	
PUBLIC SERVICE ELECTRIC AND GAS COMPANY,)	BPU Docket No. EC13090862U
Respondent)	OAL Docket NO. PUC 16271-13

Parties of Record:

Lori Monteiro, pro se
Amanda Johnson, Esq., appearing on behalf of Respondent, Public Service Electric and Gas Company

BY THE BOARD:

This matter involves a dispute by Lori Monteiro ("Petitioner") regarding the amount of Petitioner's Public Service Electric and Gas Company ("Respondent" or "PSE&G") utility bill.

BACKGROUND

On or about September 19, 2013, Petitioner filed a petition with the Board of Public Utilities ("Board") requesting a formal hearing related to a billing dispute with PSE&G for utility services rendered. Petitioner disputed her receipt of a bill for \$1,003.91 followed by a \$4,034.15 bill two weeks later. Petitioner also contested meter readings performed by PSE&G, claiming that she had requested readings by a third party.

On October 25 2013, PSE&G filed an Answer denying that Respondent was incorrectly billed and asserting that services were supplied and billed in accordance with the terms, conditions and rate schedules set forth in the Company's Board approved Tariff. PSE&G admitted that Petitioner was given a \$6,532.43 bill that reflected gross underestimates of usage for the previous months as well as several consecutive missed payments between late 2012 through May 2013. PSE&G explained that it experienced issues regarding access to Petitioner's premises that prevented actual readings, and that it did not discover the underestimations until an actual reading took place in September 2012. PSE&G explained that Petitioner then received a true-up bill for \$4,034.15, in accordance with Respondent's Tariffs and Board regulations. PSE&G's also addressed Petitioner's belief of her entitlement to a third-party meter reading, explaining that Board regulations allow a third party to witness rather than to conduct a meter reading.

After the filing of Respondent's 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. 52:14B-1 et seq. and N.J.S.A. 52:14F-1 et seq. This matter was assigned to Administrative Law Judge ("ALJ") Gail M. Cookson.

On March 31, 2014 Petitioner and Respondent appeared before ALJ Cookson for an evidentiary hearing. ALJ Cookson heard limited testimony before allowing a short recess. During the break, the parties entered into a written Stipulation of Settlement ("Stipulation") that was then submitted to ALJ Cookson and placed on the record. Under the terms of the Stipulation, Respondent agreed to credit \$1,889.08 to Petitioner's account number xxxxxx303, leaving a remaining balance of \$3,600.00. Petitioner agreed to pay the remaining balance pursuant to a Deferred Payment Arrangement ("DPA"). Under the DPA, Petitioner agreed to pay \$90 plus current charges due each billing period for a period of 40 months. During the DPA period, all payments must be made of the due date stated on each bill invoice. Petitioner's failure to make a payment by the due date would automatically void the DPA and result in the full arrearages being due.

By Initial Decision issued on May 2, 2014 and submitted to the Board on May 6, 2014, to which the Agreement was attached and made a part thereof, ALJ Cookson found that the Stipulation 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.

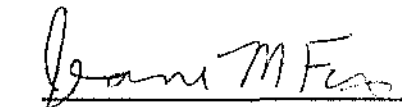
DISCUSSION AND FINDING

After review of the Initial Decision, the Stipulation of Settlement of the parties, and the entire record, the Board **HEREBY FINDS** that in accordance with N.J.A.C. 1:1-19.1, the parties have voluntarily agreed to the Stipulation as evidenced by their signatures and that by its terms, the Stipulation fully resolves all outstanding contested issues in this matter. Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and Stipulation executed by the parties in their entirety as if set forth at length herein.

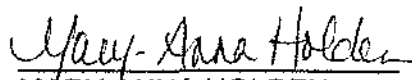
DATED: 5/21/14

BOARD OF PUBLIC UTILITIES
BY:



DIANNE SOLOMON
PRESIDENT


JEANNE M. FOX
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER


MARY-ANNA HOLDEN
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


LORI MONTEIRO, PETITIONER

V.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, RESPONDENT

BPU DOCKET NO. EC13090862U

OAL DOCKET NO. PUC 16271-13

SERVICE LIST

Lori Monteiro
669 Mill Street, Floor 1
Belleville, New Jersey 07109

Amanda Johnson, Esq.
PSEG Services Corporation
80 Park Plaza – T5G
Newark, New Jersey 07102-4194

Eric Hartsfield, Director
Division of Customer Assistance
Board of Public Utilities
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Post Office Box 350
Trenton, New Jersey 08625-0350

Carolyn McIntosh, DAG
Division of Law
124 Halsey Street
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Newark, New Jersey 07101-45029



NJ BPU
OFFICE OF
CASE MANAGEMENT
FORWARDING

2014 MAY 7 PM 8 27

6

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 11271-13

AGENCY DKT. NO. EC13090862U

LORI MONTEIRO,

Petitioner,

v.

**PUBLIC SERVICE ELECTRIC AND
GAS COMPANY,**

Respondent.

REC'D
2014 MAY 6 PM 1 51
NJ BPU
CASE MANAGEMENT

Lori Monteiro petitioner pro se

**Amanda Johnson, Esq., for respondent Public Service Electric & Gas Company
(Lon Bouknight, Jr., General Regulatory Counsel)**

Record Closed: April 29, 2014

Decided: May 2, 2014

BEFORE GAIL M. COOKSON, ALJ:

On November 12, 2013, 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, relating to a billing dispute for electric and gas utility services at petitioner's residence. On November 14, 2013, the case was assigned to the undersigned. On December 6, 2013, I convened a telephonic case management conference and hearing dates were scheduled.

On March 31, 2014, the plenary hearing commenced at the OAL and some of the intended testimony was presented. During a break, the parties discussed a possible means of achieving an amicable resolution. A mutually satisfactory agreement was reached and the terms were placed on the record. The remainder of the evidentiary presentation was cancelled.

In fulfillment of the agreement, the parties submitted under cover of April 29, 2014, a fully-executed Stipulation of Settlement, which is attached hereto and made part hereof. It resolves this utility consumer dispute to the full satisfaction of the parties. Accordingly, and on that basis, I have reviewed the record and terms of the Consent Order 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 matter be deemed dismissed with prejudice 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.

May 2, 2014
DATE


GAIL M. COOKSON, ALJ

Date Received at Agency: _____

Date Mailed to Parties: _____

id

Amanda Johnson
Counsel

Law Department
80 Park Plaza, T5, Newark, NJ 07102-4194
tel: 973.430.6403 fax: 973.645.1307
email: amanda.johnson@psc.com



April 29, 2014

Honorable Gail Cookson, ALJ
Office of Administrative Law
33 Washington Street
Newark, NJ 07102-3011

RECEIVED
2014 MAY -1 A 8:59
STATE OF NEW JERSEY
OFFICE OF ADMIN. LAW

Re: Lori Monteiro v. PSE&G
BPU Docket No.: EC13090862
OAL Docket No.: PUC 16271-2013 N

Dear Judge Cookson:

Enclosed please find a signed Stipulation of Settlement with reference to the above-captioned matter.

Respectfully submitted,


Amanda Johnson

AJ/jb
Enclosure

cc: Lori Monteiro (w/enc.)
James T. Walsh

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

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Lori Monteiro)	STATE OF NEW JERSEY
)	OFFICE OF ADMINISTRATIVE LAW
Petitioner,)	BPU DOCKET NO. 1008090862 4U
)	OAL DOCKET NO. PUC 16271-2013 N
v.)	
)	
)	STIPULATION OF SETTLEMENT
Public Service Electric and Gas Company)	
)	
Respondent.)	

On or about October 7, 2013, Petitioner filed the above-referenced billing dispute. Public Service Electric and Gas Company ("PSE&G" or "Respondent") filed an answer to Petitioner's 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 without further delay, extensive effort and costs, the parties hereto agreed to settle this matter in accordance with the following terms:

1. PSE&G will issue to the Petitioner a credit in the amount of \$1,852.08 on Account No. [REDACTED] 03, leaving a remaining balance due of \$3,600.00.
2. Petitioner will pay the remaining balance of \$3,600.00 pursuant to a Deferred Payment Arrangement ("DPA"). Under the DPA, Petitioner will pay \$10.00 plus current charges due each billing period for a period of 40 months ("DPA period"). During the DPA period, all payments must be made by the due date stated on each bill invoice. Failure to make a payment by the due date automatically voids the DPA and the then current arrearage balance becomes due in full.
3. The parties have both read and understand the terms of this Agreement.
4. This Agreement resolves and settles the dispute captioned above; no claims or grievances can be later adjudicated relating thereto.

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STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

5. The monthly due date of each bill will be the 18th of each month.

PUBLIC SERVICE ELECTRIC & GAS CO.

DATED: 4-1-14

By: Peter M. Corey
Peter Corey
Customer Solutions Supervisor

LORI MONTEIRO

DATED:

By: Lori Monteiro
Petitioner