

relief may be granted. JCP&L also stated that the customer of record was Petitioner's husband, Keith L. Woolf.

A hearing was held on June 22, 2017, before Administrative Law Judge Kelly J. Kirk, wherein Petitioner testified, and Charles Howlett, witness for the Respondent, also testified.

Petitioner testified that she had selected Respond Power as an alternate power supplier to JCP&L in July of 2015. She testified that she believed that she was being charged multiple times for bills owed to alternate power supplier Respond Power even though she had ceased utilizing their services in October of 2015, returning to JCP&L. Petitioner argued that the repeated presence of the Respond Power balance on the bill seemed to indicate to her that the amount owed for Respond Power consumption was being added to each monthly bill, despite having been added to the prior monthly bill. Plaintiff also testified that when she contacted Respond Power, she was informed that the balance was paid in full by JCP&L, and that the balance was owed to JCP&L.

Mr. Howlett testified to, and explained JCP&L's billing and accounting practices, including JCP&L's policies regarding customer arrangements with alternate power suppliers. Mr. Howlett also testified as to each of the bills on the account, and explained each relevant charge regarding the bills. As background, Mr. Howlett testified that when an individual opts to contract with an alternate power supplier, that alternate power supplier utilizes usage information from JCP&L and creates a bill for electricity usage based on the rate charged by the alternate power supplier. That bill owed to the alternate power supplier by the customer is then immediately paid by JCP&L, who, in essence, purchases the bill as a receivable from the alternate alternative supplier. Collection of that balance then becomes the responsibility of JCP&L.

Mr. Howlett also testified that some customers of JCP&L, like Petitioner, pay their bill under an Equal Payment Plan ("EPP"), through which a customer's annual usage is estimated and then divided over the twelve-month period to give a "levelized" bill each month. On an annual basis, the account is "trued up," that is, the estimated usage is compared to actual usage, and any difference in the customer's favor is credited to the amount owed on the account.

Mr. Howlett further testified that JCP&L also provides payment arrangements, which he called an installment plan, to customers to pay arrears on a bill. Mr. Howlett stated that those arrear amounts are "put aside", and that once a customer successfully pays their regular bill including the deferred arrears, then after the set period of time, the prior balance will "go away." If the payments are not made, the arrangement will default, and the prior arrears will be put into active arrears on the account.

Turning to the bills at issue, Mr. Howlett testified, and the account's bill for October 15, 2015 reflected \$149.44 in current charges owed to Respond Power. Next, Mr. Howlett testified, and the account's bill for November 2, 2015 reflected, an additional current charge of \$79.17 for Respond Power, for a total of \$228.61. Mr. Howlett proceeded to explain that JCP&L had paid the balance of the Respond Power bill, having purchased it as a receivable, and that each bill from that point to the account's June 1, 2017 bill, had no additional charges from Respond Power. Mr. Howlett testified that on November 6, 2015, JCP&L and the customer entered into a payment arrangement for arrears of \$758.98, which included arrears for Respond Power owed to JCP&L and prior arrears for amounts owed to JCP&L. Mr. Howlett explained that the \$758.08 was placed in deferred arrears pending payment of the monthly installment plan, and would be showed as a payment/adjustment on her active account to place the amount into deferment. Mr. Howlett then testified that the installment plan deactivated because payment was not received on the account. Accordingly, the deferred arrears were placed back on to the active

arrears, including the \$228.61 for Respond Power charges on the December 31, 2015 bill. Mr. Howlett testified that even though JCP&L is responsible for collecting the amounts related to Respond Power, and that Respond Power had been satisfied through JCP&L's purchasing the \$228.61 receivable, that the charge is kept separate on JCP&L's ledger, which is why it appeared on the bill. Mr. Howlett then proceeded to testify as to each monthly bill on the account, indicating that there were no new charges for Respond Power on any of the bills. Mr. Howlett did testify that the Respond Power charge was eventually satisfied. First, as reflected on the May 1, 2016 bill, \$76.83 was credited to the account and applied to the Respond Power charges following the annual reconciliation in the customer's favor under the EPP. Second, as reflected on the April 28, 2017 bill, \$188.54 was credited to the account following the annual reconciliation in the customer's favor under the EPP, a portion of which satisfied the remaining \$151.78 Respond Power balance.

ALJ Kirk issued an initial decision on August 7, 2017, in which she found both witnesses to be credible, and found that Petitioner was not overbilled for charges due for Respond Power consumption. Accordingly, ALJ Kirk denied the petition and dismissed the case. No exceptions were filed with the initial decision. On August 23, 2017, the Board entered an Order extending the time for issuing a Final Decision to November 5, 2017, Order of which was executed by the Office of Administrative Law ("OAL") on August 28, 2017.

DISCUSSION

Initially, the Board notes that, pursuant to N.J.A.C. 1:1-5.4(a), non-attorneys may not represent individuals before the OAL, except in limited circumstances. In this case, Petitioner's husband, Keith L. Woolf, is the customer of record for the bills in question—not Petitioner. The record does not contain any evidence that Petitioner has standing to represent Mr. Woolf, or that Petitioner is a customer of record under N.J.A.C. 14:3-1.1. Notwithstanding, Respondent did not object to Petitioner's filing of the petition on her husband's behalf, nor object to Petitioner acting in a representative capacity at the hearing. Instead, the matter was fully-litigated and decided on the merits by ALJ Kirk.

In adjudicating customer billing disputes before the Board, the petitioner bears the burden of proof by a preponderance of competent, credible evidence. Atkinson v. Parsekian, 37 N.J. 143, 149 (1962). Evidence is preponderate if it establishes reasonable probability that the facts alleged are true. See Loew v. Union Beach, 56 N.J. Super. 93, 104 (App. Div.), cert. denied, 31 N.J. 75 (1959). N.J.A.C. 14:3-7.1(a) provides that the customer of record "shall be responsible for payment of all utility service rendered."

It is clear that after considering testimony from both Petitioner and Mr. Howlett, and after reviewing the documents submitted by Respondent, the ALJ properly found that Petitioner was not overcharged for amounts owed to Respond Power, as contended by Petitioner. ALJ Kirk found that the account was billed \$149.44 for Respond Power on October 5, 2015, and for \$79.17 by Respond Power on November 5, 2015, for a total of \$228.61 for the period of August 29, 2015 through October 28, 2015. ALJ Kirk found that no other Respond Power charges were ever billed to Petitioner. At the hearing, Respondent's witness clearly explained JCP&L's billing practices, and went through each monthly bill, explaining the relevant charges. The ALJ, in the Initial Decision, also went through each bill during the relevant time period before dismissing the petition.

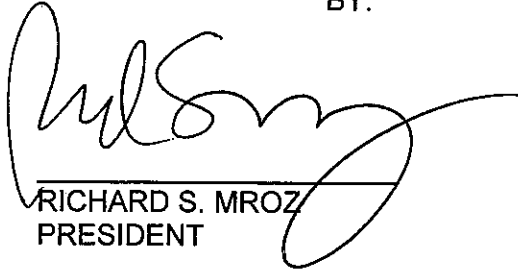
After review and consideration of the entire record, the Board **HEREBY FINDS** the findings and conclusions of the ALJ to be reasonable, and accordingly, **HEREBY ADOPTS** ALJ Kirk's determinations.

Accordingly, the Board **HEREBY ADOPTS** the Initial Decision in its entirety and **ORDERS** that the petition in this matter be **DISMISSED**.

This Order shall be effective on October 30, 2017

DATED: 10/20/17

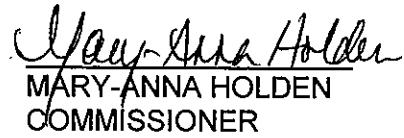
BOARD OF PUBLIC UTILITIES
BY:



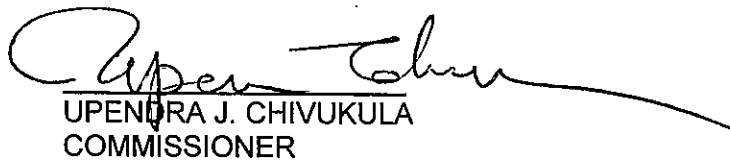
RICHARD S. MROZ
PRESIDENT



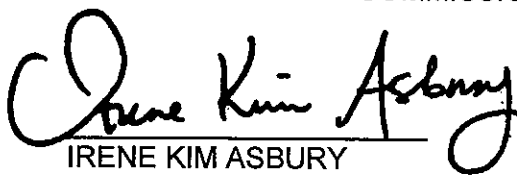
JOSSEPH L. FIORDALISO
COMMISSIONER



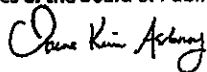
MARY-ANNA HOLDEN
COMMISSIONER



UPENDRA J. CHIVUKULA
COMMISSIONER

ATTEST: 
IRENE KIM ASBURY
SECRETARY

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



**IN THE MATTER OF JENNIFER WOOLF, PETITIONER V.
JERSEY CENTRAL POWER & LIGHT COMPANY, RESPONDENT**

**BPU DOCKET NO. EC16080759U
OAL DOCKET NO. PUC 14260-16**

SERVICE LIST

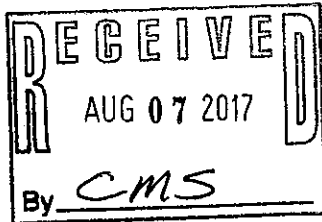
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BOARD OF PUBLIC UTILITIES

AUG 07 2017

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

MAIL RECEIVED

INITIAL DECISION

OAL DKT. NO. PUC 14260-16

AGENCY DKT. NO. EC16080759U

JENNIFER WOOLF,

Petitioner,

v.

JERSEY CENTRAL POWER

& LIGHT COMPANY,

Respondent.

Jennifer Woolf, petitioner, pro se

Lauren M. Lepkoski, Esq., for respondent

Record Closed: June 22, 2017

Decided: August 7, 2017

BEFORE KELLY J. KIRK, ALJ:

STATEMENT OF THE CASE

This matter arises from a billing dispute between Jennifer Woolf and Jersey Central Power & Light Company (JCP&L).

CMS
B. Agee
DAG
Customer Assistance
V. Haynes
D. Lee Thomas
E. Hartsfield

J. Ford
R. Matos
D. Brantley
C. Vachier

PROCEDURAL HISTORY

Petitioner, Jennifer Woolf, filed an undated letter (petition) with the Board of Public Utilities (Board), disputing her JCP&L bills. JCP&L filed an answer to the petition on August 31, 2016. The Board determined to treat the matter 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, and transmitted it to the Office of Administrative Law (OAL), where it was filed on September 22, 2016. The matter was heard on June 22, 2017, on which date the record closed.

FACTUAL DISCUSSION

Jennifer DeMarco Woolf testified on behalf of petitioner. Charles Howlett testified on behalf of respondent.

Preliminary Facts

Charles Howlett is a senior compliance specialist for JCP&L. Petitioner's bills reflect three issues: 1) the purchase of receivables; 2) an equal payment plan (EPP); and 3) an installment plan. With respect to the purchase of receivables, when an alternate supplier is involved, JCP&L sends the alternate supplier the meter reading and then the alternate supplier sends to JCP&L a "bill-ready bill" of what to charge the customer based on its contract with the customer. JCP&L immediately pays the alternate supplier and puts the alternate-supplier charge on the customer's bill. All collection activity and billing-related activity for the alternate supplier becomes the responsibility of JCP&L. With respect to the EPP, the customer's annual bill is divided over twelve months so there is a "levelized" bill each month, and one time per year the bill is "trued up," based on the annual review. With respect to the installment plan, the customer's arrears are put on a payment arrangement. If payment is not made pursuant to the installment plan, the payment arrangement would default and the installment-plan balance would be put back into arrears.

In July 2015, petitioner selected Respond Power as her electric supplier. By letter dated July 30, 2015, JCP&L notified petitioner that JCP&L had been notified that

petitioner had selected Respond Power, LLC, as her new electric-generation supplier for the New Jersey Energy Choice program, and further notified petitioner that she would receive one bill from JCP&L that would reflect JCP&L's charges and Respond Power's charges. Respond Power was to begin providing petitioner's electricity on her first scheduled meter-reading date after August 28, 2015. (R-3.)

By letter dated September 23, 2015, JCP&L notified petitioner that Respond Power had elected to end its contract with her on her first scheduled meter-reading date after October 29, 2015. (R-2.)

Petitioner's October 5, 2015, bill, for August 29, 2015, through September 30, 2015, reflects a JCP&L previous balance of \$788.37, a payment of \$788.37, and current charges of \$92, as well as Respond Power current charges of \$149.44, and no previous balance or payments/adjustments. (R-5.) Petitioner's actual account balance at that time was \$1,055.07, and the October 5, 2015, bill further reflects payments of \$100 and \$154 by petitioner, and the creation of an installment plan on September 23, 2015. The October 5, 2015, bill also reflects, as a JCP&L payment, petitioner's two payments and the installment-plan "payment," which "payment" was the amount of petitioner's previous balance less the \$100 and \$154 payments. (R-5.)

Petitioner's installment plan was deactivated on October 26, 2015. Petitioner's November 2, 2015, bill, for October 1, 2015, through October 28, 2015, reflects a JCP&L previous balance of \$92, adjustment of \$490.37, and current charges of \$48, as well as a Respond Power previous balance of \$149.44, no payments/adjustments, and current charges of \$79.17. The \$490.37 adjustment was for the deactivated installment plan. (R-5.)

On November 6, 2015, petitioner entered into another installment plan with JCP&L for payment of arrears. The \$758.98 was placed in deferred arrears pending monthly payments pursuant to the installment plan. However, in order to change the account status from default to deferred, JCP&L, on the promise to pay, updated petitioner's account to reflect the payment and removed petitioner from default status.

Petitioner's December 2, 2015, bill, for October 29, 2015, through November 30, 2015, reflects a JCP&L previous balance of \$630.37, payment of \$630.37, and current charges of \$388, as well as a Respond Power previous balance of \$228.61 (\$149.44 plus \$79.17), payment of \$228.61, and no current charges. The account summary reflects a credit of \$858.98, which was for a \$100 payment and \$758.98 for the installment plan. Petitioner's actual account balance at that time was \$1,249.72. The October 5, 2015, bill also reflects, as a JCP&L payment, petitioner's payment and the installment-plan "payment," which "payment" was the amount of petitioner's previous balance less the \$100 payment. (R-5.)

Petitioner failed to make the payment on the installment plan, and the installment plan was deactivated on December 23, 2015. Accordingly, petitioner's December 31, 2015, bill, for December 1, 2015, through December 29, 2015, reflects a JCP&L previous balance of \$388, adjustment of \$467.37, and current charges of \$325, as well as a Respond Power adjustment of \$228.61, and no previous balance or current charges. (R-5.)

Petitioner's February 2, 2016, bill, for December 30, 2015, through January 29, 2016, reflects a JCP&L previous balance of \$1,180.37, no payments/adjustments, and current charges of \$325, as well as a Respond Power previous balance of \$228.61, and no payments/adjustments or current charges. (R-5.)

Petitioner's March 2, 2016, bill, for January 30, 2016, through February 29, 2016, reflects a JCP&L previous balance of \$1,505.37, payment of \$500, and current charges of \$248.17, as well as a Respond Power previous balance of \$228.61, and no payments/adjustments or current charges. The March 2, 2016, bill also reflects that it was the "Annual Review" bill, and that the difference between the actual charges (\$248.17) and the EPP amount (\$325) was \$76.83. Petitioner made a payment of \$500 on February 2, 2016. (R-5.) Any payment made would go toward satisfaction of the oldest arrears, so the entire \$500 was applied toward the JCP&L previous balance, which was prior to Respond Power.

Petitioner's April 1, 2016, bill, for March 1, 2016, through March 30, 2016, reflects a JCP&L previous balance of \$1,253.54, no payments/adjustments, and current charges of \$256, as well as a Respond Power previous balance of \$228.61, and no payments/adjustments or current charges. (R-5.)

Petitioner's April 29, 2016, bill, for March 31, 2016, through April 27, 2016, reflects a JCP&L previous balance of \$1,586.37, no payments/adjustments, and current charges of \$256, as well as a Respond Power previous balance of \$151.78, and no payments/adjustments or current charges. Although not reflected in the payments/adjustments, JCP&L credited petitioner the \$76.83 from the March 2016 annual review toward the Respond Power previous balance, which reduced it from \$228.61 to \$151.78. (R-5.)

Petitioner's May 31, 2016, bill, for April 28, 2016, through May 26, 2016, reflects a JCP&L previous balance of \$1,842.37, no payments/adjustments, and current charges of \$684, as well as a Respond Power previous balance of \$151.78, and no payments/adjustments or current charges. (R-5.)

Petitioner's June 29, 2016, bill, for May 27, 2016, through June 27, 2016, reflects a JCP&L previous balance of \$2,526.37, no payments/adjustments, and current charges of \$256, as well as a Respond Power previous balance of \$151.78, and no payments/adjustments or current charges. (R-5.)

Petitioner's July 29, 2016, bill, for June 28, 2016, through July 27, 2016, reflects a JCP&L previous balance of \$2,782.37, a payment of \$400, and current charges of \$255.99, as well as a Respond Power previous balance of \$151.78, and no payments/adjustments or current charges. (R-5.)

Petitioner's August 26, 2016, bill, for July 28, 2016, through August 24, 2016, reflects a JCP&L previous balance of \$2,638.36, no payments/adjustments, and current charges of \$255.96, as well as a Respond Power previous balance of \$151.78, and no payments/adjustments or current charges. (R-5.)

Petitioner's September 27, 2016, bill, for August 25, 2016, through September 23, 2016, reflects a JCP&L previous balance of \$2,894.32, a payment of \$428, and current charges of \$256, as well as a Respond Power previous balance of \$151.78, and no payments/adjustments or current charges. (R-5.) The \$428 "payment" was for the cancellation and refund of a security deposit. (R-5.)

Petitioner's October 28, 2016, bill, for September 24, 2016, through October 26, 2016, reflects a JCP&L previous balance of \$2,722.32, a payment of \$100, and current charges of \$256, as well as a Respond Power previous balance of \$151.78, and no payments/adjustments or current charges. (R-5.)

Petitioner's November 28, 2016, bill, for October 27, 2016, through November 23, 2016, reflects a JCP&L previous balance of \$2,878.32, a payment of \$100, and current charges of \$237, as well as a Respond Power previous balance of \$151.78, and no payments/adjustments or current charges. (R-5.)

Petitioner's December 29, 2016, bill, for November 24, 2016, through December 27, 2016, reflects a JCP&L previous balance of \$3,015.32, no payments/adjustments, and current charges of \$237, as well as a Respond Power previous balance of \$151.78, and no payments/adjustments or current charges. (R-5.)

Petitioner's January 30, 2017, bill, for December 28, 2016, through January 26, 2017, reflects a JCP&L previous balance of \$3,252.32, no payments/adjustments, and current charges of \$237, as well as a Respond Power previous balance of \$151.78, and no payments/adjustments or current charges. (R-5.)

Petitioner's March 1, 2017, bill, for January 27, 2017, through February 27, 2017, reflects a JCP&L previous balance of \$3,489.32, no payments/adjustments, and current charges of \$48.46, as well as a Respond Power previous balance of \$151.78, and no payments/adjustments or current charges. The March 1, 2017, bill also reflects that it was the "Annual Review" bill, and that the difference between the actual charges (\$2,807.46) and the EPP (\$2,996) was \$188.54. (R-5.)

Petitioner's March 31, 2017, bill, for February 28, 2017, through March 29, 2017, reflects a JCP&L previous balance of \$3,537.78, no payments/adjustments, and current charges of \$234, as well as a Respond Power previous balance of \$151.78, and no payments/adjustments or current charges. (R-5.)

Petitioner's April 28, 2017, bill, for March 30, 2017, through April 26, 2017, reflects a JCP&L account balance of \$3,923.56, no payments/adjustments, and current charges of \$136.57. Although not reflected in the credits/adjustments, JCP&L credited petitioner the \$188.54 from the annual review toward the Respond Power previous balance. Thus, the Respond Power previous balance was paid in full and Respond Power was no longer reflected on petitioner's bills. (R-5.)

Additional Findings of Fact

While the testimony of both witnesses was credible, the JCP&L bills speak for themselves. Accordingly, I **FIND** the following additional **FACTS**:

Petitioner was billed \$149.44 for Respond Power on October 5, 2015. Petitioner was billed \$79.17 for Respond Power on November 2, 2015. Petitioner was billed a total of \$228.61 for Respond Power, for the period of August 29, 2015 through October 28, 2015. No other Respond Power charges were ever billed to petitioner.

LEGAL ANALYSIS AND CONCLUSIONS

If a dispute arises between a utility and any other person regarding a utility, an informal complaint may be submitted to the Board in accordance with N.J.A.C. 14:1-5.13, or a petition may be filed under N.J.A.C. 14:1-5. N.J.A.C. 14:3-1.2(d). The customer of record, as defined at N.J.A.C. 14:3-1.1, is responsible for payment for all utility service rendered. N.J.A.C. 14:3-7.1(a).

Petitioner was charged for Respond Power for only two months, for a total of \$228.61. Every bill thereafter reflects a previous balance of \$228.61 for Respond Power, with the exception of the two bills wherein she was given credit for the payment

plan and then credit for the payment plan was reversed because petitioner failed to make the payment. Howlett explained that payments made by the customer are applied toward the oldest arrears, which is why \$228.61 Respond Power charges were not paid off until application of the difference between the actual charges and the EPP amount for the March 2016 and March 2017 annual reviews.

Petitioner alleges that she was improperly charged for Respond Power by JCP&L. However, review of the entirety of petitioner's JCP&L bills from October 5, 2015, through June 1, 2017, reveals that petitioner was never improperly charged for Respond Power. Accordingly, I **CONCLUDE** that petitioner's petition should be denied in its entirety and dismissed.

ORDER

It is hereby **ORDERED** that the petition of Jennifer Woolf is **DENIED** and **DISMISSED**.

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.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **SECRETARY OF THE BOARD OF PUBLIC UTILITIES, 44 South Clinton Avenue, P.O. Box 350, Trenton, NJ 08625-0350**, marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.

August 7, 2017
DATE


KELLY J. KIRK, ALJ

Date Received at Agency:

Date Mailed to Parties:

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APPENDIX

WITNESSES

For Petitioner:

Jennifer DeMarco Woolf

For Respondent:

Charles Howlett

EXHIBITS

For Petitioner:

None

For Respondent:

R-1 Petition

R-2 Answer

R-3 Letter from JCP&L to Woolf, dated July 30, 2015

R-4 (Not in Evidence)

R-5 JCP&L bills, date October 5, 2015, through June 1, 2017

R-6 Customer Contact History