



Agenda Date: 2/14/24
Agenda Item: 2A

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

ENERGY

IN THE MATTER OF JERSEY CENTRAL POWER &)
LIGHT COMPANY’S NOTICE OF INTENTION TO)
DISCONTINUE THE NJ POWERGUARD PROGRAM)
PURSUANT TO N.J.A.C. 14:4-3.6(w))
)
) DOCKET NO. EO23110792

Parties of Record:

Brian O. Lipman, Esq., Director, New Jersey Division of Rate Counsel
James Austin Meehan, Esq., on behalf of Jersey Central Power & Light Company

BY THE BOARD:

On October 31, 2023, Jersey Central Power & Light Company (“JCP&L” or “Company”) filed a petition with the New Jersey Board of Public Utilities (“Board” or “BPU”) providing, pursuant to N.J.A.C. 14:4-3.6(w), 60 days’ notice of JCP&L’s intention to withdraw a competitive service from subscribers (“Petition”). Specifically, JCP&L seeks Board approval to cease providing the services offered through its NJ PowerGuard Program (“NJ PowerGuard” or “Program”) effective March 31, 2024, unless otherwise instructed by the BPU.

BACKGROUND AND PROCEDURAL HISTORY

On October 19, 1993, the Board approved JCP&L’s Conditioned Power Service Program (“CPS”), consisting of JCP&L’s Consumer Electronics Protection Program (“CEP”) and its Power Disturbance Protection Program, as optional tariffed utility services as filed and modified.¹

Thereafter, the Company established its application of the CEP Program, NJ PowerGuard. Under NJ PowerGuard, JCP&L offered, as a competitive service, a multistage surge suppression service to protect sensitive electronic and/or other equipment from power surge damage. Subject to service entrance and equipment compatibility, the Company would include service installation of a meter socket adapter (“MSA”) in tandem with individual surge suppressors at the customer’s electronic equipment sites, as well as provide warranty protection for equipment damage as

¹ In re the Petition of Jersey Central Power and Light Company for Authorization to Implement a Conditioned Power Service Program and for Approval and Acceptance of Tariff Revisions Related Thereto, BPU Docket No. ET92040380, Order dated October 19, 1993.

offered by the manufacturer of the device, in exchange for a surcharge on the customer's electric bill.

PETITION

By the Petition, JCP&L sought Board approval to cease providing NJ PowerGuard services, including warranty protection against damaging electric surges. N.J.A.C. 14:4-3.6(w) provides, in pertinent part, that the public utility intending to propose a substantive change in its offering, should submit to the Board "information sufficient to demonstrate that the change in offering will not adversely impact the ability of said electric . . . public utility to provide safe, adequate and proper electric . . . public utility service."

The Company asserted that, as provided in JCP&L's Board-approved tariff, NJ PowerGuard has not accepted any new applications since March 3, 1999.² However, the Company still maintains a regulatory obligation to provide the service to customers enrolled before March 3, 1999. There are roughly 6,000 customers across the Company's service territory who are presently receiving NJ PowerGuard service and warranty protection against damaging electrical surges. These customers are paying monthly charges for the MSA devices.

JCP&L contended that, due to the age of NJ PowerGuard and surge protection equipment, the Company no longer has equipment to replace or repair old equipment and viable repair and/or replacement options do not otherwise exist. Additionally, the Company stated that it does not carry any equipment to address potential issues with the outdated equipment. Thus, due to the age of NJ PowerGuard and only serving approximately 6,000 customers, completely exiting the Program would lower risks for customers. JCP&L stated that the affected customers could request removal of the outdated equipment by JCP&L and have the opportunity to procure readily available modern alternatives, which presumably would offer better protection. Moreover, according to the Company, discontinuing the Program would not adversely impact the ability of the Company to provide safe, adequate, and proper electric service to its customers.

To facilitate JCP&L's discontinuance of the Program, the Company began preparing for the process of providing written notice to affected customers via a Notice Letter. The Notice Letter would contain the effective end date of NJ PowerGuard, an offer to remove the equipment at the customer's request, and a note explaining that all billing related to NJ PowerGuard will conclude on a date certain. Affected customers would receive notice 60 days in advance of the intended discontinuation date.

After discovery, the Company, the New Jersey Division of Rate Counsel ("Rate Counsel"), and Board Staff ("Staff") (collectively, "Parties") executed a stipulation of settlement ("Stipulation"), the key elements of which are as follows:³

1. JCP&L shall cease providing the NJ PowerGuard Program service, including the warranty protection against damaged electric surges provided therein, and remove the JCP&L Rider CEP Tariff Sheet. See Attachments B and C of the Stipulation.

² Jersey Central Power & Light Company, Tariff for Service, Original Sheets No. 60 and 61 (Rider CEP – Consumer Electronics Protection Service) (approved on October 28, 2020 under Docket No. ER20020146).

³ Although summarized in this Order, the detailed terms of the Stipulation are controlling, subject to the findings and conclusions of this Order. Each paragraph is numbered to coincide with the paragraphs in the Stipulation.

2. If any customer affected by discontinuance of NJ PowerGuard Program requests removal of the MSA equipment, JCP&L will remove the MSA equipment at no charge to the customer. JCP&L may not collect any costs of removal in rates.
3. JCP&L will provide affected customers written notice, at least 60 days in advance of the intended discontinuation date, containing the following: 1) the effective end date of the Program, 2) an offer to remove the equipment at the customer's request at no charge to the customer, 3) an explanation that all billing related to the Program will conclude on a date certain, and 4) a phone number to contact JCP&L with any questions regarding this change.
4. Discontinuance of the Program will not adversely affect the ability of the Company to provide safe, adequate, and proper electric service to its customers.
5. The Parties agree that, if the Stipulation obtains Board approval, JCP&L shall submit a compliance filing with updated Rider CEP tariff sheets reflecting removal of Rider CEP consistent with the Stipulation, which shall be in clean and marked forms and consistent with Attachments B and C of the Stipulation, respectively.
6. Upon the execution of any stipulation resolving this matter, JCP&L agrees no costs to ratepayers will result from the winding down of the PowerGuard Program and any costs incurred subsequent to the execution of the Stipulation will be the sole responsibility of JCP&L, not its ratepayers.
7. If approved by the Board, the Parties agree that upon the effective date of an Order memorializing such Board approval, 1) all issues related to JCP&L's 2023 NJ PowerGuard Petition are deemed resolved, 2) the Company's costs shall remain subject to audit by the Board and 3) nothing in the Stipulation shall preclude, nor prohibit, the Board from taking any actions determined to be appropriate as a result of any such audit.

DISCUSSION AND FINDINGS

The Board carefully reviewed the record in this proceeding, including the Petition and the attached Stipulation. The Board **HEREBY FINDS** that the Parties voluntarily agreed to the Stipulation, and that the Stipulation fully disposes of all issues in this proceeding and is in the public interest and consistent with the law. The Board **FURTHER FINDS** that discontinuing NJ PowerGuard will not impact JCP&L's ability to provide safe, adequate and proper electric service.

Accordingly, the Board **HEREBY ADOPTS** the Stipulation as though fully set forth herein, subject to any terms and conditions set forth in this Order, and **HEREBY AUTHORIZES** JCP&L to cease providing NJ PowerGuard services, including warranty protection, subject to the conditions set forth in the Stipulation and this Order.

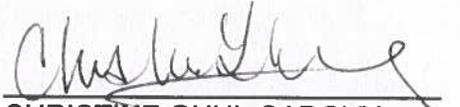
The Board **HEREBY DIRECTS** JCP&L to file revised tariff sheets conforming to this order at least 10 days prior to discontinuing NJ PowerGuard.

The Company's costs, will remain subject to audit by the Board. This Decision and Order shall not preclude, nor prohibit, the Board from taking any actions determined to be appropriate as a result of any such audit.

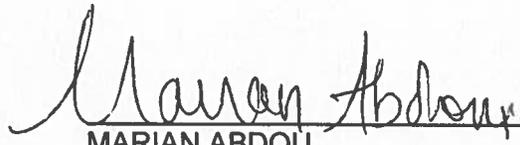
The effective date of this Board Order is February 21, 2024.

DATED: February 14, 2024

BOARD OF PUBLIC UTILITIES
BY:


CHRISTINE GUHL-SADOVY
PRESIDENT


MR. ZENON CHRISTODOULOU
COMMISSIONER


MARIAN ABDOU
COMMISSIONER


MICHAEL BANGE
COMMISSIONER

ATTEST: 
SHERRI L. GOLDEN
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 JERSEY CENTRAL POWER & LIGHT COMPANY'S NOTICE OF INTENTION TO
DISCONTINUE THE NJ POWERGUARD PROGRAM PURSUANT TO N.J.A.C. 14:4-3.6(w)

DOCKET NO. EO23110792

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COMPANY**

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Viktor Lackmann
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January 23, 2024

VIA ELECTRONIC MAIL ONLY

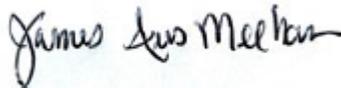
Sherri L. Golden, Secretary
New Jersey Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
Board.Secretary@bpu.nj.gov

Re: Jersey Central Power & Light Company's Notice of Intention to Discontinue the NJ PowerGuard Program pursuant to N.J.A.C. 14:4-3.6(w)
Stipulation of Settlement
Docket No. EO23110792

Dear Secretary Golden:

Attached please find for filing a fully executed Stipulation of Settlement in the above-referenced matter. This Stipulation of Settlement fully resolves this matter. Copies of this filing are being provided by electronic mail only. No physical copies will follow. Please kindly confirm your receipt and acceptance of this filing by electronic mail at your earliest convenience.

Respectfully submitted,



James Austin Meehan
Counsel for Jersey Central Power & Light Company

cc: Service List

**STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES**

Jersey Central Power & Light Company’s Notice of Intention to Discontinue the NJ PowerGuard Program Pursuant to N.J.A.C. 14:4-3.6(w) : BPU Docket No. EO23110792
:
:
:
: Stipulation of Settlement

James Austin Meehan, Esq. (FirstEnergy Service Company), on behalf of Jersey Central Power & Light Company

T. David Wand, Esq., Managing Attorney – Electric, **Bethany Rocque-Romaine, Esq.**, Assistant Deputy Rate Counsel, and **Robert M. Glover, Esq.**, Assistant Deputy Rate Counsel, on behalf of the New Jersey Division of Rate Counsel (**Brian O. Lipman, Esq.**, Director)

Steven A. Chaplar, Deputy Attorney General, for the Staff of the New Jersey Board of Public Utilities (**Matthew J. Platkin**, Attorney General of New Jersey)

TO THE HONORABLE BOARD OF PUBLIC UTILITIES:

This Stipulation of Settlement (“Stipulation”) is hereby made and executed as of the dates indicated below by and among Jersey Central Power & Light Company (“JCP&L” or “Company”), the Staff of the New Jersey Board of Public Utilities (“Board Staff”), and the New Jersey Division of Rate Counsel (“Rate Counsel”) (collectively, “Parties”).

The Parties do hereby join in recommending that the New Jersey Board of Public Utilities (“Board” or “BPU”) issue an Order approving the Stipulation, without modification.

BACKGROUND

On October 19, 1993, the Board approved JCP&L’s Conditioned Power Service Program (“CPS”), consisting of JCP&L’s Consumer Electronics Protection Program (“CEP”) and its Power Disturbance Protection Program, as optional tariffed utility services as filed and modified.

Thereafter, the Company established its application of the CEP Program, NJ PowerGuard (“NJ PowerGuard Program”).¹ Under the NJ PowerGuard Program, JCP&L offered, as a competitive service, a multistage surge suppression service to protect sensitive electronic and/or other equipment from power surge damage. Subject to certain conditions, the Company installed a meter socket adapter (“MSA”) in tandem with individual surge suppressors, and provided the manufactures’ warranty protection for equipment damage in exchange for a surcharge on the customer’s electric bill.

On October 31, 2023, JCP&L filed a petition and supporting documentation seeking Board approval to cease providing the NJ PowerGuard Program by withdrawing this competitive service and any warranty protection pertaining thereto (“2023 NJ PowerGuard Petition”). In the 2023 NJ PowerGuard Petition, JCP&L explained that discontinuing the NJ PowerGuard Program would not adversely impact the ability of the Company to provide safe, adequate, and proper electric service to its customers. In addition, to facilitate JCP&L’s transition out of the NJ PowerGuard Program, the Company would provide written notice to affected customers 60 days in advance of the intended discontinuation date. *See* Attachment A. Following the filing of the 2023 NJ PowerGuard Petition, the Parties engaged in discovery.

STIPULATION

The undersigned Parties DO HEREBY STIPULATE AND AGREE as follows:

1. JCP&L shall cease providing the NJ PowerGuard Program service, including the warranty protection against damaged electric surges provided therein, and remove the JCP&L’s Rider CEP Tariff Sheet. *See* Attachments B and C.

¹ Jersey Central Power & Light Company, Tariff for Service, Original Sheet No. 60 (Rider CEP – Consumer Electronics Protection Service), approved October 28, 2020, Docket No. ER20020146.

2. If any customer affected by discontinuance of NJ PowerGuard Program requests removal of the MSA equipment, JCP&L will remove the MSA equipment at no charge to the customer. JCP&L may not collect any costs of removal in rates.

3. JCP&L will provide affected customers written notice, at least 60 days in advance of the intended discontinuation date, containing the following: 1) the effective end date of the NJ PowerGuard Program, 2) an offer to remove the equipment at the customer's request at no charge to the customer, 3) an explanation that all billing related to the NJ PowerGuard Program will conclude on a date certain, and 4) a phone number to contact JCP&L with any questions regarding this change.

4. Discontinuance of the NJ PowerGuard Program will not adversely affect the ability of the Company to provide safe, adequate, and proper electric service to its customers.

5. The Parties agree that, if this Stipulation obtains Board approval, JCP&L shall submit a compliance filing with updated Rider CEP tariff sheets reflecting removal of Rider CEP consistent with this Stipulation, which shall be in clean and marked forms and consistent with Attachments B and C, respectively.

6. Upon the execution of any stipulation resolving this matter, JCP&L agrees no costs to ratepayers will result from the winding down of the PowerGuard Program and any costs incurred subsequent to the execution of this stipulation will be the sole responsibility of JCP&L, not its ratepayers.

7. If approved by the Board, the Parties agree that upon the effective date of an Order memorializing such Board approval, 1) all issues related to JCP&L's 2023 NJ PowerGuard Petition are deemed resolved, 2) the Company's costs shall remain subject to audit by the Board

and 3) nothing in this Stipulation shall preclude, nor prohibit, the Board from taking any actions determined to be appropriate as a result of any such audit.

CONCLUSION

8. The Parties agree that this Stipulation contains mutual balancing and interdependent clauses and is intended to be accepted and approved in its entirety. In the event any particular provision of this Stipulation is not accepted and approved in its entirety by the Board, or is modified by a court of competent jurisdiction, then any Party aggrieved thereby shall not be bound to proceed with this Stipulation and shall have the right, upon written notice to all other Parties within ten (10) days after receipt of any such adverse decision, to litigate all issues addressed herein to a conclusion. More particularly, in the event this Stipulation is not adopted in its entirety by the Board in an appropriate Order, or is modified by a court of competent jurisdiction, then any Party hereto is free, upon the timely provision of such written notice, to pursue its then available legal remedies with respect to all issues addressed in this Stipulation, as though this Stipulation had not been signed. The Parties agree that this Stipulation shall be binding on them for all purposes herein.

9. It is specifically understood and agreed that this Stipulation represents a negotiated agreement and, except as otherwise expressly provided herein:

- a. By executing this Stipulation, no Party waives any rights it possesses under any prior Stipulation, except where the terms of this Stipulation supersede such prior Stipulation; and
- b. The contents of this Stipulation shall not be considered, cited, or used by any of the undersigned Parties as an indication of any Party's position on

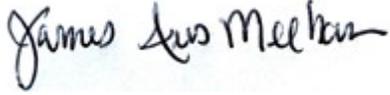
any related or other issue litigated in any other proceeding or forum, except to enforce the terms of this Stipulation.

9. This Stipulation may be executed in any number of counterparts, each of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties.

WHEREFORE, the Parties hereto have duly executed and do respectfully submit this Stipulation to the Board and recommend that the Board issue a Final Decision and Order adopting and approving this Stipulation in its entirety in accordance with the terms hereof.

[SIGNATURES ON NEXT PAGE]

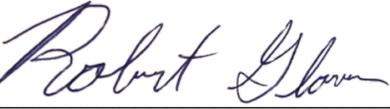
JERSEY CENTRAL POWER & LIGHT COMPANY



By: _____
James Austin Meehan, Esq.
Counsel for Jersey Central Power & Light Company

Dated: January 18, 2024

**BRIAN O. LIPMAN, ESQ.
DIRECTOR, DIVISION OF RATE COUNSEL**



By: _____
Robert Glover
Assistant Deputy Rate Counsel

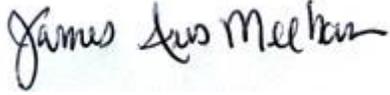
Dated: January 23, 2024

**MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
ATTORNEY FOR STAFF OF THE BOARD OF PUBLIC UTILITIES**

By: _____
Steven A. Chaplar
Deputy Attorney General

Dated: _____

JERSEY CENTRAL POWER & LIGHT COMPANY



By: _____
James Austin Meehan, Esq.
Counsel for Jersey Central Power & Light Company

Dated: January 18, 2024

BRIAN O. LIPMAN, ESQ.
DIRECTOR, DIVISION OF RATE COUNSEL

By: _____
Robert Glover
Assistant Deputy Rate Counsel

Dated: _____

MATTHEW J. PLATKIN
ATTORNEY GENERAL OF NEW JERSEY
ATTORNEY FOR STAFF OF THE BOARD OF PUBLIC UTILITIES

By:  _____
Steven A. Chaplar
Deputy Attorney General

Dated: January 19, 2024

ATTACHMENT A

[JCP&L logo]

[DATE]

[FIRST NAME] [LAST NAME]
[BILLING ADDRESS W/HOUSE NO]
[BILLING CITY], [BILLING STATE] [BILLING ZIP]

Re: Discontinuation of Jersey Central Power & Light PowerGuard Surge Protection Program

Account Number: [ACCOUNT NUMBER]
Service Address: [SERVICE ADDRESS W/HOUSE NO]
[SERVICE CITY], [SERVICE STATE] [SERVICE ZIP]

Dear <Name>,

Due to the unavailability of new equipment to repair or replace meter socket adapters, we will be discontinuing the PowerGuard Surge Protection Program as of 03/31/2023.

As a result, your PowerGuard Surge Protection Program will be cancelled on March 31, 2023, and you will no longer be charged monthly for the program. We will not be collecting your meter socket adapter unless you request it.

If you have questions regarding the PowerGuard Surge Protection Program, please call us at 1-800-505-7283.

Sincerely,
Jersey Central Power & Light Customer Service

ATTACHMENT B

JERSEY CENTRAL POWER & LIGHT COMPANY

BPU No. 13 ELECTRIC - PART III

Original Sheet No. 60

Reserved for Future Use

Issued:

Effective:

Filed pursuant to Order of Board of Public Utilities
Docket No. dated

Issued by James V. Fakult, President
300 Madison Avenue, Morristown, NJ 07962-1911

JERSEY CENTRAL POWER & LIGHT COMPANY

BPU No. 13 ELECTRIC - PART III

Original Sheet No. 61

Reserved for Future Use

Issued:

Effective:

Filed pursuant to Order of Board of Public Utilities
Docket No. dated

Issued by James V. Fakult, President
300 Madison Avenue, Morristown, NJ 07962-1911

ATTACHMENT C

JERSEY CENTRAL POWER & LIGHT COMPANY

BPU No. 13 ELECTRIC - PART III

Original Sheet No. 60

Rider CEP
Consumer Electronics Protection Service Reserved for Future Use

~~**RESTRICTION:** This Rider is closed to new enrollment as of March 3, 1999.~~

~~**AVAILABILITY:** Rider CEP had been available for customers which desire that the Company provide protection from power fluctuations, surges and other power disturbances. Service under this Rider is restricted to service entrance and equipment compatibility.~~

~~A single meter socket surge suppression device is necessary on the service entrance supplying power to the premises to protect internal wiring against major power line spikes and surges. Electrical receptacle outlet surge suppressors are available for receptacles within the customer's premise. Such receptacle outlet suppressors provide protection against surges to more sensitive electronics, and are only available when a meter socket surge suppression device is installed. Uninterruptible power supply units are available for use with individual electronic equipment.~~

MONTHLY CHARGES:	Including	Excluding
	SUT	SUT
Meter socket surge suppression device - single phase:	\$2.93	\$2.75
Meter socket surge suppression device - three phase:	\$5.33	\$5.00
Electrical receptacle outlet surge suppressor - 2 outlet:	\$0.64	\$0.60
Electrical receptacle outlet surge suppressor - 4 outlet:	\$0.80	\$0.75
Uninterruptible power supply unit - 0.75 KVA:	\$21.33	\$20.00
Uninterruptible power supply unit - 1.00 KVA:	\$26.66	\$25.00
Uninterruptible power supply unit - 1.50 KVA:	\$31.99	\$30.00

~~**TERM OF CONTRACT:**~~

~~A one year term of contract is required, renewable thereafter on a month to month basis.~~

~~**TERMS OF PAYMENT:**~~

~~Charges applicable under this Rider will be rendered on the customer's bill for electric service. Such bills are due when rendered and become overdue when payment is not received by the Company on or before the due date specified on the bill. Overdue bills thereafter may become subject to a late payment charge as described in Section 3.19, Part II.~~

~~Issued: October 30, 2020~~

~~Effective: December 1, 2020~~

Filed pursuant to Order of Board of Public Utilities

Docket Nos. ER20020146 and PUC 04343-2020N dated October 28, 2020

Issued by James V. Fakult, President
300 Madison Avenue, Morristown, NJ 07962-1911

JERSEY CENTRAL POWER & LIGHT COMPANY

BPU No. 13 ELECTRIC - PART III

Original Sheet No. 61

Rider CEP
Consumer Electronics Protection Service Reserved for Future Use

TERMS AND CONDITIONS:

- ~~1) The Company will install and remove the meter socket surge suppressor device and deliver the electrical receptacle outlet surge suppressors and/or Uninterruptible power supply equipment to the customer.~~
- ~~2) Customers utilizing CEP service provided under this Rider shall contact the Company in order to arrange the return of such equipment to the Company, upon termination of this Service, in the manner specified by the Company. Customers failing to arrange to return such equipment to the Company, shall be required to pay a charge equivalent to the Company's current replacement cost for such equipment.~~
- ~~3) The Company shall not be liable for any damage or injury arising from the improper use of equipment supplied under this Rider or for any costs or damages attributable to the loss of the customer's business, production or facilities resulting from the failure of such equipment.~~
- ~~4) The Company will provide the applicable manufacturer's warranty associated with the meter socket surge suppressor device and/or electrical receptacle outlet surge suppressor.~~
- ~~5) Disconnection and subsequent reconnection of Consumer Electronics Protection Service at the same location shall be unavailable as of March 3, 1999. However, if a customer transfers service from one location to another location within the Company's service areas, the customer may transfer the CEP service to the new location.~~

Issued: ~~October 30, 2020~~

Effective: ~~December 1, 2020~~

Filed pursuant to Order of Board of Public Utilities
Docket Nos. **ER20020146 and PUC 04343-2020N** dated **October 28, 2020**

Issued by James V. Fakult, President
300 Madison Avenue, Morristown, NJ 07962-1911

**Jersey Central Power & Light Company's Notice of Intention to Discontinue the NJ
PowerGuard Program pursuant to N.J.A.C. 14:4-3.6(w)
BPU Docket No. EO23110792**

SERVICE LIST

BPU

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JCP&L (continued)

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