



Agenda Date: 3/4/26  
Agenda Item: 1A

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
44 South Clinton Avenue, 1<sup>st</sup> Floor  
Post Office Box 350  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

AUDITS

IN THE MATTER OF THE ALLEGED NON- )  
COMPLIANCE OF ENERGY SERVICES PROVIDERS, )  
LLC D/B/A NEW JERSEY GAS & ELECTRIC WITH )  
CERTAIN PROVISIONS OF N.J.S.A. 48:3-78 ET SEQ. )  
AND THE NEW JERSEY ADMINISTRATIVE CODE, )  
N.J.A.C. 14:4-1.1 ET SEQ. ) DOCKET NO. EO26010015

**Parties of Record:**

**Murray E. Bevan, Esq., Bevan, Mosca, and Guiditta**, on behalf of Energy Services Providers, LLC d/b/a New Jersey Gas & Electric

BY THE BOARD:

By this Order, the New Jersey Board of Public Utilities (“Board”) considers a Stipulation of Settlement (“Stipulation”) executed by Energy Services Providers, LLC d/b/a New Jersey Gas & Electric (“NJG&E”) and Board Staff (“Staff”) to resolve alleged violations of the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. (“EDECA”) and N.J.A.C. 14:4-1.1 et seq. (“Regulations”) by NJG&E.

**BACKGROUND**

Pursuant to EDECA, the Board has authority over all electric power supplier and gas supplier (collectively, “third party suppliers” or “TPSs”) licenses in New Jersey. N.J.S.A. 48:3-78(a) and N.J.S.A. 48:3-79(a) require that a person obtain an electric or gas supplier license before providing electric or gas supply service to retail customers in this State. EDECA and the Regulations additionally require that a TPS provide evidence of financial integrity, meet all reliability standards, and maintain a surety bond. Pursuant to EDECA, the Board is vested with, among other things, investigative power, alternative disciplinary power, and authority to assess civil penalties. N.J.S.A. 48:3-81 to 83.

Pursuant to N.J.A.C. 14:4-5.1(d), a person without an electric and/or gas supplier license cannot: 1) provide electric and/or gas supply service or offer to provide electric and/or gas supply service; 2) advertise or market electric and/or gas supply service; 3) enroll customers for electric and/or gas supply service; or 4) contract or otherwise assume legal responsibility for electric and/or gas supply service. Moreover, no TPS may submit a change order to a local distribution company unless the change order is transmitted through an EDI system. See N.J.A.C. 14:4-2.3(g) and N.J.A.C. 14:4-2.3(b).

Moreover, pursuant to N.J.S.A. 48:3-78(b) and N.J.S.A. 48:3-79(b), electric and gas supplier licenses shall not expire so long as the licensee pays to the Board, within thirty (30) days before the anniversary date of the last approved licensing application, a license renewal fee, as determined by the Board, accompanied by an annual information update on a form prescribed by the Board. If a timely annual information update form is not submitted, the initial license expires. N.J.A.C. 14:4-5.7(b). In the event a licensee does not submit an annual information update form within thirty (30) days before the license's anniversary date, pursuant to N.J.A.C. 14:4-5.6(b)-(d), the licensee must submit a new license application within forty-five (45) days after the end of the licensee's initial term, or request an extension of the forty-five (45)-day time period based on extraordinary hardship, during which time the licensee must continue servicing existing customers until directed otherwise by Staff.

NJG&E has been operating as a TPS to provide electric power services to residential and commercial customers in New Jersey. NJG&E's initial TPS license, license No. ESL-0095, was issued on January 19, 2011 and was effective through June 26, 2025. As a TPS, NJG&E is subject to the jurisdiction of the Board and must comply with EDECA and the Regulations.

Staff has conducted an investigation regarding NJG&E's compliance with EDECA and the Regulations, which revealed the following:

- NJG&E did not submit its annual information update form to the Board before its license anniversary date of June 26, 2025, as required by N.J.A.C. 14:4-5.7(b).
- On September 19, 2025, Staff notified NJG&E that its electric power supplier license had expired and directed NJG&E to file the required initial application for a new license.
- NJG&E did not submit a new initial license application within forty-five (45) days following the expiration of its license on June 26, 2025.
- NJG&E did not file for an extension or provide any documentation claiming extraordinary hardship within forty-five (45) days following the expiration of its license on June 26, 2025.
- NJG&E continued to market to, and enroll, customers in New Jersey following expiration of its license on June 26, 2025 and until September 19, 2025, when NJG&E became aware of the license lapse.

NJG&E ultimately submitted an initial license application on October 6, 2025. Following submission of the initial application, NJG&E responded promptly and effectively to all Staff requests during the investigation. Staff has determined that two (2) slamming complaints have been filed with the Board or the New Jersey Division of Consumer Affairs against NJG&E since January 1, 2024. In addition, NJG&E has maintained a surety bond which is effective through June 27, 2026 and has not marketed to or enrolled customers in New Jersey since September 19, 2025.

On January 16, 2026, Staff and NJG&E executed the Stipulation, which provides for the following:<sup>1</sup>

1. NJG&E will pay to the State of New Jersey the sum of \$6,660.00 in full and final settlement of any and all potential violations under EDECA and/or the Regulations that

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<sup>1</sup> Although summarized in this Order, should there be any conflict between this summary and the Stipulation, the terms of the Stipulation control, subject to the findings and conclusions in this Order. Paragraphs are lettered and/or numbered to coincide with the Stipulation.

have been or could have been alleged by the Board or Staff against NJG&E, up to and including the date that the Stipulation is approved by the Board (“Settlement Payment”).

2. At the next regularly scheduled Board agenda meeting, subject to scheduling considerations, Staff agrees to recommend that the Board: 1) approve the Stipulation, and 2) approve the initial license application filed by NJG&E on October 6, 2025.
3. NJG&E and Staff agree that the \$6,660.00 payment will be made within fifteen (15) days of the effective date of the Board Order adopting the terms of the Stipulation.
4. The Stipulation shall not relieve NJG&E, or its parents, affiliates, subsidiaries, or successors, from any liability for violations, if any, of EDECA, the Regulations, or Board Orders that may occur after the date that the Stipulation is approved by the Board.
5. Going forward NJG&E will comply with all provisions of EDECA and the Regulations regarding TPS licensing renewal requirements as set forth at N.J.S.A. 48:3-78 and N.J.A.C. 14:4-5.6.
6. The execution of the Stipulation shall neither be deemed an admission by NJG&E, or its parents, affiliates, subsidiaries, or successors, of any violation of EDECA, the Regulations, or any Board Order, nor a determination by the Board or Staff that such a violation has occurred, nor shall Board approval of the Stipulation be deemed a determination that a violation has occurred.
7. The execution of the Stipulation shall not be relied upon by NJG&E or its parents, affiliates, subsidiaries or successors to mitigate any future claim that any such entity has violated the terms and conditions of EDECA, the Regulations, or any Board Order, except however that NJG&E may rely upon approval of the Stipulation as to resolution of any claims related to licensure that arose prior to the date that the Stipulation is approved by the Board.

## **DISCUSSION AND FINDINGS**

The Board has reviewed the matter and **HEREBY FINDS** that the Stipulation represents a reasonable settlement of the alleged violations, is in the public interest, and is in accordance with the law. Therefore, the Board **HEREBY ADOPTS** the Stipulation in its entirety, and **HEREBY INCORPORATES** its terms and conditions as though fully set forth herein, subject to any terms and conditions set forth in this Order.

Accordingly, the Board **HEREBY ORDERS** that no later than fifteen (15) days from the Effective Date of this Order, NJG&E shall make the Settlement Payment of \$6,660.00. Payment must be made out to the **TREASURER, STATE OF NEW JERSEY** and

Sent to: Jeannine DeHart, Acting Chief Fiscal Officer  
Office of Budget and Finance  
Board of Public Utilities  
44 South Clinton Avenue, 1<sup>st</sup> Floor  
Post Office Box 350  
Trenton, New Jersey 08625-0350  
Attn: Audits

\*You must include a copy of this Order with your check.

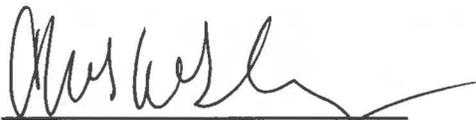
The Board's approval of the Stipulation is for the purposes of this proceeding only. The approval addresses any and all allegations or potential allegations in the Stipulation and shall not be construed as limiting the Board's authority in any other matter affecting NJG&E or a successor company.

The Board will consider the initial application for an electric power supplier license filed by NJG&E on October 6, 2025 under a separate docket number.

This Order shall be effective on March 11, 2026.

DATED: March 4, 2026

BOARD OF PUBLIC UTILITIES  
BY:

  
CHRISTINE GUHL-SADOVY  
PRESIDENT

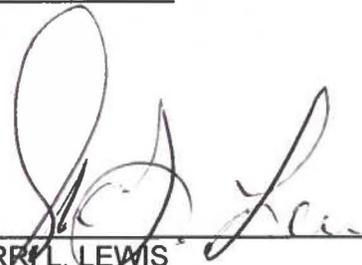
  
DR. ZENON CHRISTODOULOU  
COMMISSIONER

  
MICHAEL BANGE  
COMMISSIONER

  
EMMA REBHORN  
COMMISSIONER

  
JOSEPH COVIELLO  
COMMISSIONER

ATTEST:

  
SHERRY L. LEWIS  
BOARD 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 THE ALLEGED NON-COMPLIANCE OF ENERGY SERVICES PROVIDERS, LLC D/B/A NEW JERSEY GAS & ELECTRIC; NJG&E WITH CERTAIN PROVISIONS OF N.J.S.A. 48:3-78 ET SEQ. AND THE NEW JERSEY ADMINISTRATIVE CODE, N.J.A.C. 14:4-1.1 ET SEQ.

DOCKET NO. EO26010015

SERVICE LIST

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

IN THE MATTER OF THE ALLEGED  
NON-COMPLIANCE OF ENERGY  
SERVICES PROVIDERS LLC D/B/A  
NEW JERSEY GAS AND ELECTRIC  
WITH CERTAIN PROVISIONS OF  
N.J.S.A. 48:3-78 ET SEQ. AND THE NEW  
JERSEY ADMINISTRATIVE CODE,  
N.J.A.C. 14:4-1.1 ET SEQ.

**STIPULATION OF SETTLEMENT**

**BPU Docket No.** \_\_\_\_\_

This Stipulation and Agreement of Settlement (“Stipulation”) is entered into by and between the Staff of the New Jersey Board of Public Utilities (the “Board” or “BPU”) and Energy Services Providers, LLC, d/b/a New Jersey Gas and Electric (“NJG&E”) (collectively referred to as “Parties”) as of this 16th day of January, 2026.

**WHEREAS**, NJG&E was a licensed third-party supplier (“TPS”) in New Jersey, pursuant to the New Jersey Administrative Code, N.J.A.C. 14:4-5.1 and 14:4-5.2, until its TPS license expired on June 25, 2025; and

**WHEREAS**, NJG&E desires to provide electric power supply service to New Jersey customers; and

**WHEREAS**, as a TPS, NJG&E is subject to the jurisdiction of the BPU pursuant to the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-78 et seq. (“EDECA”), and N.J.A.C. 14:4-1.1 et seq. (the “Regulations”); and

**WHEREAS**, N.J.A.C. 14:4-5.6(a) requires a licensed TPS to timely submit any necessary license renewal applications in accordance with N.J.A.C. 14:4-5.6 et seq.; and

**WHEREAS**, in the event a licensed TPS does not submit a license renewal application within thirty (30) days before the end of the license term, pursuant to N.J.A.C. 14:4-5.6(b)-(d), the licensee must submit a new license application within forty-five (45) days after the end of the licensee's initial term, or request an extension of the forty-five (45) day time period based on hardship, during which time the licensee must continue servicing existing customers until directed otherwise by Board Staff of the Division of Audit (“BPU Staff”); and

**WHEREAS**, NJG&E failed to timely submit its annual information update for its license

renewal because of an internal control lapse, specifically the calendaring of NJG&E's newly established deadline in its parent company Vistra's internal system was missed, and because the BPU sent reminder emails to Vistra for all of Vistra's licensed entities except NJG&E; and

**WHEREAS**, on September 19, 2025, NJG&E received an email from BPU Staff regarding its failure to renew its license and directing it to stop all new customer enrollment activities and marketing and advertising activities; and

**WHEREAS**, on October 6, 2025, NJG&E submitted an initial retail electric supplier license application to re-establish its TPS license; and

**WHEREAS**, in its application NJG&E stated that it "has maintained its financial security in the form of surety bond, as required by the BPU for electric generation service, at all times since becoming licensed" and provided proof to the BPU that it has an active surety bond; and

**WHEREAS**, NJG&E answered data requests from BPU Staff on October 6, 2025; and

**WHEREAS**, BPU Staff investigated NJG&E's compliance with EDECA and the Regulations; and

**WHEREAS**, because of said investigation, BPU Staff has alleged that NJG&E has failed to comply with licensing and renewal requirements under EDECA and the Regulations.

**WHEREAS**, NJG&E has responded promptly and effectively to all BPU Staff requests; and

**WHEREAS**, BPU Staff reviewed the initial license application filed by NJG&E on October 6, 2025; and

**WHEREAS**, NJG&E wishes to amicably resolve the issues raised by BPU Staff without delay.

**NOW, THEREFORE**, the Parties hereby agree, as follows:

1. NJG&E will pay to the State of New Jersey the sum of Six Thousand Six Hundred and Sixty Dollars (\$6,660.00) in full and final settlement of any and all potential violations under EDECA and/or the Regulations that have been or could have been alleged by the Board or the BPU Staff against NJG&E, up to and including the date that this settlement agreement is approved by the Board.

2. At the next regularly scheduled Board agenda meeting, subject to scheduling considerations, BPU Staff agrees to recommend that the Board: (1) accept this Offer of Settlement, and (2) approve the initial license application.

3. The Parties agree that the Six Thousand Six Hundred and Sixty Dollars (\$6,660.00) payment will be made within fifteen (15) days of the effective date of the Board Order adopting the terms of this Offer of Settlement.

4. This Offer of Settlement shall not relieve NJG&E, or its parents, affiliates, subsidiaries, or successors, from any liability for violations, if any, of EDECA, the Regulations, or Board Orders that may occur after the date that this settlement agreement is approved by the Board.

5. Going forward NJG&E will comply with all provisions of EDECA and Regulations regarding TPS licensing renewal requirements as set forth at N.J.S.A. 48:3-78 and N.J.A.C. 14:4-5.6.

6. The execution of this Offer of Settlement shall neither be deemed an admission by NJG&E, or its parents, affiliates, subsidiaries, or successors, of any violation of EDECA, the Regulations, or any Board Order, nor a determination by the Board or BPU Staff that such a violation has occurred, nor shall Board approval of this Offer of Settlement be deemed a determination that a violation has occurred.

7. The execution of this Offer of Settlement shall not be relied upon by NJG&E or its parents, affiliates, subsidiaries or successors to mitigate any future claim that any such entity has violated the terms and conditions of EDECA, the Regulations, or any Board Order, except however that NJG&E may rely upon approval of this settlement as to resolution of any claims related to licensure that arose prior to the date that this settlement agreement is approved by the Board.

8. Except for purposes of enforcement of the terms of this Offer of Settlement, this Offer of Settlement shall not be cited as precedent in any future proceeding for or against NJG&E or its parents, affiliates, subsidiaries or successors, or the Board.

9. Should the Board reject or materially modify all or any part of this Offer of Settlement, the Signatory Parties shall have the right, within 30 days of issuance of the Commission's Order, to file an application for rehearing. Should the Board, in issuing an entry on rehearing, not adopt the Stipulation in its entirety and without material modification, any

Signatory Party may withdraw from the Stipulation. Such withdrawal shall be accomplished by filing a notice with the Board, including service to all Parties, in the docket within thirty (30) days of the Board's entry on rehearing. Prior to the filing of such a notice, the Signatory Party wishing to withdraw agrees to work in good faith with the other Signatory Parties to achieve an outcome that substantially satisfies the intent of the Offer of Settlement and, if a new agreement is reached that includes the Signatory Party wishing to withdraw, then the new agreement shall be filed for Board review and approval. If the discussions to achieve an outcome that substantially satisfies the intent of the Offer of Settlement are unsuccessful in reaching a new agreement that includes all Signatory Parties to the present Offer of Settlement, and a Signatory Party files a notice to withdraw from the Offer of Settlement, then the Board will convene an evidentiary hearing such that the withdrawing party will be afforded the opportunity to contest the Offer of Settlement by presenting evidence through witnesses and cross-examination, presenting rebuttal testimony, and briefing all issues that the Board shall decide based upon the record and briefs.

10. This Stipulation shall be governed by and construed by in accordance with the laws of the State of New Jersey.

**NOW THEREFORE**, the Signatory Parties agree and recommend this 16th day of January 2026, that the Board finds that the Offer of Settlement represents a reasonable resolution of all issues in this matter, and that the Offer of Settlement should be adopted and approved in its entirety.

By: Murray E. Bevan

Murray E. Bevan  
Bevan Mosca & Giuditta, PC  
Attorneys for Energy Services Providers, LLC, d/b/a New Jersey Gas and Electric

Date: 1/16/2026

By: Matthew J. Platkin

MATTHEW J. PLATKIN  
ATTORNEY GENERAL OF NEW JERSEY  
Attorney for the Staff of the Board of Public Utilities  
By: Elizabeth Van Winkle, Deputy Attorney General

Date: January 16, 2026