



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

ANTHONY PROVOID, TAWANNA ROEBUCK
AND CAREY LEWIS,
Petitioners,

v

PUBLIC SERVICE ELECTRIC AND GAS COMPANY,
Respondent.

) ORDER ADOPTING INITIAL
) DECISION AND SETTLEMENT
AND DISMISSING THE CLAIMS OF
) ANTHONY PROVOID
)
)
) BPU DOCKET NO. EC07090702U
) OAL DOCKET NO. PUC 11972-08

Genia C. Phillip, Esq., appearing on behalf of Petitioner, Tawanna Roebuck
Carey Lewis, Petitioner, appearing *pro se*
Anthony Provoid, no appearance made
Alexander C. Stern, Esq., appearing on behalf of Respondent, Public Service Electric
and Gas Company

BY THE BOARD:

On September 24, 2007, Anthony Provoid, Tawanna Roebuck and Carey Lewis (collectively "Petitioners") filed a petition disputing charges for electric service rendered by Respondent, Public Service Electric and Gas Company ("PSE&G" or "Company"). Specifically, Petitioners stated in their petition that they were individual tenants residing in a three-family house in East Orange, N.J. which had individual electric and gas meters on each floor. The petition further stated that Petitioners Roebuck and Lewis had been tenants for over five years and that the electric and gas accounts for their respective floors were in their own name while Petitioner Provoid was a new tenant on the first floor whose attempts to obtain service from PSE&G were unsuccessful. Petitioners went on to allege that the former first floor tenant, after having his services suspended by the Company, had illegally diverted service from Petitioners Roebuck and Lewis who had no knowledge of his action but complained to PSE&G as a result of the higher bills that they were experiencing. As a result, Petitioners were requesting, in pertinent part, that the Board prohibit the termination of services to Petitioners Roebuck and Lewis, require the Company to make a full accounting of all monies paid to it by Petitioners Roebuck and Lewis since January 2004 and require PSE&G to restore service on the first floor in the name of Petitioner Provoid.

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") Mumtaz Bari-Brown.

A hearing in this matter was scheduled for February 14, 2011. On that date, Petitioner Roebuck and PSE&G settled their outstanding issues, Petitioner Lewis telephoned OAL and requested an adjournment, and Petitioner Provoid failed to appear. Subsequently, Petitioner Lewis and the Company also entered into a settlement and written Stipulations of Settlement ("Stipulations") were submitted to ALJ Bari-Brown.

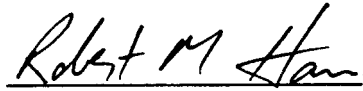
By Initial Decision issued on January 26, 2012 and submitted to the Board on February 1, 2012, to which the Stipulations were attached and made part thereof, ALJ Bari-Brown found that the Stipulations were voluntary, that their terms fully disposed of all issues in controversy and that they satisfied the requirements of N.J.A.C. 1:1-19.1. Pursuant to the terms of the Stipulations, Petitioner Roebuck and the Company agreed that the total amount in dispute is \$7,985.72 against which PSE&G has agreed to issue a credit of \$4,485.72 leaving a balance of \$3,500.00 due and owing. In return, Ms. Roebuck has agreed to pay the \$3,500.00 balance in monthly payments of \$95.00 until the amount is paid in full. As for Petitioner Lewis, who no longer resides at the subject premises, PSE&G has agreed to credit his account in the amount of \$9,171.80 leaving a balance due and owing of \$2,300.00. In return, Mr. Lewis has agreed to timely pay his PSE&G bills at his new address as well as enter into a deferred payment arrangement to satisfy the outstanding balance by making twenty-three (23) monthly installments of \$100.00.


After review of the record and the Stipulations of Settlement, the Board HEREBY FINDS that the Company and Petitioners Lewis and Roebuck have voluntarily agreed to the Stipulations as evidenced by their signatures and that by the terms of the Stipulations of Settlement have fully resolved all outstanding contested issues in this matter as to those parties. The Board HEREBY FINDS that Petitioner Provoid failed to appear at the February 14, 2011, hearing at the OAL and no settlement with Mr. Provoid was proffered by the Company.

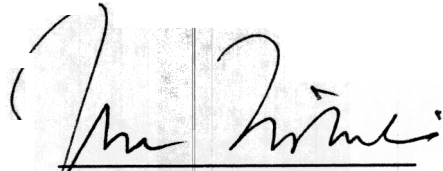
Accordingly, the Board HEREBY ADOPTS the Initial Decision and the Stipulations of Settlement executed by Petitioners Lewis and Roebuck and by PSE&G in their entirety. The Board HEREBY DISMISSES the claims of Petitioner Provoid.

DATED: 3/12/2012

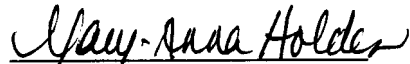
BOARD OF PUBLIC UTILITIES
BY:


ROBERT M. HANNA
PRESIDENT


JEANNE M. FOX
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER


NICHOLAS ASSELTA
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



ANTHONY PROVOID, TAWANNA ROEBUCK AND CAREY LEWIS

V.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY

BPU DOCKET NO. EC07090702U

OAL DOCKET NO. PUC 11972-08

SERVICE LIST

Genia C. Phillip, Esq.
40 East Park Street
Newark, New Jersey 07102

Carey Lewis
58 Lyons Avenue
Newark, New Jersey 07112

Anthony Provoid
100 South Arlington Avenue, 1st Floor
East Orange, New Jersey 0701

Alexander C. Stern, Esq.
PSEG Services Corporation
80 Park Plaza – T5G
Newark, New Jersey 07102-4194

Eric Hartsfield, Director
Julie Ford-Williams
Division of Customer Assistance
Board of Public Utilities
P.O. Box 350
Trenton, New Jersey 08625-0350

Caroline Vachier, DAG
Division of Law
124 Halsey Street – P.O. Box 45029
Newark, New Jersey 07101

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CASE MANAGEMENT
2012 FEB -1 PM 12: 33
BOARD OF PUBLIC UTILITIES
NEWARK, N.J.



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

LR00M

FEB 1 2012

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 11972-2008

AGENCY DKT. NO. EC07090702U

ANTHONY PROVIDO, TAWANNA ROUBUCK

AND CAREY LEWIS,

Petitioners,

v.

PUBLIC SERVICE ELECTRIC AND GAS

COMPANY,

Respondent.

CMS
E. Bestow
C. Vochin
V. Haynes
D. Lee - Thomas
R. Lambert
J. Ford - Williams
DAG
RPA

No appearance on behalf of Anthony Provoid

Genia C. Phillip, Esq., for petitioner Tawanna Roebuck

Carey Lewis, pro se

Alexander C. Stern, Esq., for respondent

Record Closed: January 25, 2012

Decided: January 26, 2012

BEFORE MUMTAZ BARI-BROWN, ALJ:

This matter was transmitted to the Office of Administrative Law (OAL) on October 22, 2008, for resolution as a contested case pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F1 to -13.

A hearing was scheduled on February 14, 2011 and on that the date the following occurred: Petitioner Anthony Provoid failed to appear; Petitioner Tawanna Roebuck and respondent Public Service Electric Gas (PSEG) agreed to settle their issue; and Petitioner Carey Lewis contacted the OAL by telephone and requested an adjournment.

The matter was scheduled for hearing on January 30, 2012. Prior to the hearing the remaining Petitioner Carey Lewis and PSEG settled their issue.

Having reviewed the record and the terms of the settlements between Petitioner Tawanna Roebuck and PSEG, and the settlement terms between Carey Lewis and PSEG I **FIND**:

1. The parties have voluntarily agreed to the settlements as evidenced by their signatures and/or the signatures of their representatives.
2. The settlements fully disposes of all issues in controversy and are consistent with the law.

I **CONCLUDE** that this agreements meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlements and, therefore, **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 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.

January 29, 2012
DATE

Mumtaz Bar-Brown
MUMTAZ BARI-BROWN, ALJ

Date Received at Agency:

Date Mailed to Parties:

dr

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

2012 JUN 25 P 3:43

Provoid, Anthony; Roebuck, Tawanna)
and Lewis, Carey) BPU DOCKET NO. EC07090702U
Petitioners,) OAL DOCKET NO. PUC11972-2008N
v.)
Public Service Electric & Gas Company) **STIPULATION OF SETTLEMENT**
Respondent.)

On or about October 1, 2007, Petitioners collectively filed the above-referenced billing dispute. Public Service Electric & Gas Company ("PSE&G" or "Respondent") filed an answer to the petition and the New Jersey Board of Public Utilities ("NJBPU" or "Board") transmitted the matter to the Office of Administrative Law ("OAL") as a contested case for adjudication.

The matter was subsequently assigned to the Honorable Mumtaz Bari-Brown, ALJ.

ALJ Bari-Brown held several telephone prehearing conferences with the parties.

On or about May 3, 2011, PSE&G resolved all issues in dispute with Petitioner Tawanna Roebuck.

On January 23, 2012, Petitioner Carey Lewis and PSE&G (hereinafter, "the Parties") engaged in further settlement discussions.

In the interests of resolving this matter amicably and to avoid further delay and costs to the Parties, the Parties hereto agreed to settle this matter in accordance with the following terms:

1. Although not agreeing with the merits of the allegations expressed in the Petition, PSE&G agrees to credit Petitioner Carey Lewis's account \$9,171.80

2. After application of the \$9,171.80 bill credit referenced in paragraph 1, Petitioner Carey Lewis acknowledges that there will still be an outstanding overdue balance of \$2,300.00 on the account for past service rendered by PSE&G

3. Petitioner Carey Lewis hereby represents that he no longer resides at 100 South Arlington Avenue, Fl 3; East Orange, New Jersey 07018 and that he has moved to a single-family dwelling located at 58 Lyons Avenue, Newark, New Jersey 07112.

4. On January 23, 2012, PSE&G and Petitioner Carey Lewis collectively commenced actions to open a utility account in Petitioner's name at 58 Lyons Avenue, Newark, New Jersey 07112 and Petitioner made an appointment with PSE&G Customer Operations for a site visit to obtain an initial reading of the electric and gas meters at the premises.

5. Petitioner Carey Lewis agrees to timely pay his PSE&G bills for electric and gas service at 58 Lyons Avenue, Newark, New Jersey 07112, as well as to enter into a deferred

payment arrangement ("DPA") with PSE&G to pay off the \$2,300.00 settlement amount agreed to at the time of settlement.

6. Petitioner Carey Lewis agrees to make payment of the agreed upon \$2,300.00 in twenty-three (23) monthly installments of \$100.00 per month plus current electric and gas charges for usage associated with 58 Lyons Avenue; Newark, New Jersey 07112 upon execution of this Stipulation of Settlement. Petitioner is not foreclosed from paying off the \$2,300.00 settlement amount due prior to the twenty-three (23) month deferred payment period allotted.

7. If Petitioner fails to keep the agreement as set forth in the DPA established in paragraph 6 above and/or fails to make payments associated with current electric and gas service associated with the 58 Lyons Avenue; Newark, New Jersey 07112, Petitioner understands that PSE&G would be entitled to all amounts due and owing and that PSE&G may exercise its authority in accordance with its tariffs and the provisions of N.J.A.C. 14:3-3A.1 et seq. to discontinue service

8. This agreement is in full settlement of the Petition filed by Petitioner on or about October 1, 2007.

9. The undersigned agree that this Settlement contains mutually balancing and interdependent provisions and is intended to be accepted and approved in its entirety with prejudice. In the event any particular aspect of this Settlement is not accepted and approved by the Board or modified by the Board, the party that is adversely affected by the modification can either accept the modification or declare this Settlement to be null and void, and the parties shall be placed in the same position that they were in immediately prior to its execution.

PSEG SERVICES CORPORATION
Attorneys for PSE&G

DATED: 1/24/12

By: Alexander C. Stern
Alexander C. Stern, Esq.
Assistant General Regulatory Counsel

PUBLIC SERVICE ELECTRIC & GAS CO.

DATED: 1/24/12

By: Edward B. Sullivan
Edward B. Sullivan
Manager of Customer Operations

DATED: 1/24/12

By: Carey Lewis
Carey Lewis, Petitioner

1. Tawanna Roebuck, Corey Lewis, Anthony Rivoird

Petitioner,

vs.

PSE+G, John + Jane Doe,
ABC Corp. Respondents

Civil Action
Stipulation of Settlement
EC 070 902 U

The above captioned matter is hereby settled, as to Tawanna Roebuck, only, on the following terms.

1. As to Petitioner Roebuck, the total amount in dispute is \$7,985.72, for account no. 12 ~~30000000~~ 78.

2. PSE+G agrees to waive a credit of \$4,485.72 against the \$7,985.72, leaving a balance of \$3,500.00 due and owing for account no. 16 334 334 78.

3. PSE+G agrees to accept the \$3,500.00 in full and final settlement for amounts due on account 12 ~~30000000~~ 78.

4. Petitioner Roebuck will pay the \$3500.00 at \$95.00 per month beginning with her current April bill and continuing until the amount is paid in full.

PSET 6

Ed Sullivan
Ed Sullivan
Product Manager

Tawanna R. Roebuck
Tawanna Roebuck
Petitioner