



Agenda Date: 4/27/11
Agenda Item: VIID

STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

SCOTT P. LEONE
Petitioner

)

ORDER ADOPTING INITIAL
DECISION SETTLEMENT

)

V

ROCKLAND ELECTRIC COMPANY,
Respondent

)

)

)

BPU Dkt. No. EC10120887U
OAL Dkt. No. PUC01291-11

Scott P. Leone, West Milford, New Jersey, appearing *pro se*

John L. Carley, Esq., Spring Valley, New York, on behalf of Respondent, Rockland Electric Company

BY THE BOARD:

On December 6, 2010, Scott P. Leone ("Petitioner") filed a petition with the Board of Public Utilities ("Board") requesting a formal hearing related to a billing dispute with Rockland Electric Company ("Respondent") for utility services rendered by Respondent.

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") Kimberly A. Moss.

While this matter was pending at the OAL, the parties engaged in negotiations and entered into and signed a Settlement Agreement ("Agreement") that was submitted to the ALJ. By Initial Decision issued on March 24, 2011, and submitted to the Board on March 30, 2011, to which the Agreement was attached and made part thereof, ALJ Moss found that the Agreement 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. Pursuant to the terms of the Agreement, in order to fully resolve this matter wherein the problem was discovered to have been caused by a mixed metering condition involving Petitioner's premises and an adjoining premise, the parties have agreed that Petitioner was under-billed in the amount of \$3,302.48. The parties have further agreed that Petitioner shall pay-off the under-billed amount by adding at least an additional

\$25.00 to his monthly electric bill from Respondent. In return for Petitioner's withdrawal of his petition, Respondent further agreed that as long as Petitioner makes these payments, it will refrain from any remedies that may be available to it through its Board-approved tariff, including termination of service.

After review of the record and the Settlement Agreement of the parties, the Board HEREBY FINDS that the parties have voluntarily agreed to the settlement as evidenced by their signatures and that by the terms of the Settlement Agreement, have fully resolved all outstanding contested issues in this matter.

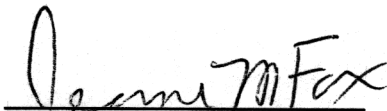
Accordingly, the Board HEREBY ADOPTS the Initial Decision and the Settlement Agreement executed by the parties in their entirety as if fully set forth herein.

DATED: 4/27/11

BOARD OF PUBLIC UTILITIES
BY:



LEE A. SOLOMON
PRESIDENT



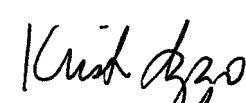
JEANNE M. FOX
COMMISSIONER



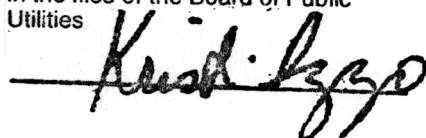
JOSEPH L. FIORDALISO
COMMISSIONER



NICHOLAS ASSELTA
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



KRISTI IZZO

SCOTT P. LEONE

V.

ROCKALND ELECTRIC COMPANY

BPU DOCKET NO. EC10120887U

OAL DOCKET NO. PUC01291-10

SERVICE LIST

Scott P. Leone
122 Continental Road
West Milford, New Jersey 07480

John L. Carley, Esq.
Orange and Rockland Utilities, Inc.
390 West Route 59
Spring Valley, New York 10977-5300

Eric Hartsfield, Director
Julie Ford-Williams
Division of Customer Assistance
Board of Public Utilities
Two Gateway Center, Suite 801
Newark, New Jersey 07102

Anne Shatto, DAG
Division of Law
124 Halsey Street
P.O. Box 45029
Newark, New Jersey 07101

EMS
BESLOW
DAG
RPA
Shatto
LEE-Thomas
Lambert
Ford-Williams



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

RECEIVED
MAIL ROOM
11 MAR 30 PM 2:47
BOARD OF PUBLIC UTILITIES
NEWARK, N.J.

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 01291-11

AGENCY DKT. NO. EC10120887U

SCOTT P. LEONE,

Petitioner,

v.

**ROCKLAND ELECTRIC AND GAS
COMPANY,**

Respondent.



Scott P. Leone, petitioner appearing pro se

John L. Carley, Esq. on behalf of respondent (Orange and Rockland Utilities, Inc.)

Record Closed: March 23, 2011

Decided: March 24, 2011

BEFORE KIMBERLY A. MOSS, ALJ:

On February 11, 2011, 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. A telephone prehearing was scheduled for March 3, 2011. During the pendency of the telephone prehearing the parties engaged in extensive settlement discussions which resolved all issues in this matter. On March 23, 2011 the OAL received an original Settlement Agreement. The Settlement Agreement was prepared and executed indicating the terms of the agreement, which are incorporated herein by reference.

have reviewed the record and terms of the Stipulation of Settlement 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 parties comply with the settlement terms and that these proceedings be and are hereby concluded.

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.

3/24/11

DATE



KIMBERLY A. MOSS, ALJ

Date Received at Agency: _____

Date Mailed to Parties: _____

ljb



Orange & Rockland
a conEdison, inc. company

Orange and Rockland Utilities, inc.
390 West Route 59
Spring Valley NY 10977-5300
www.oru.com

March 21, 2011

The Honorable Kimberly Moss
Judge, New Jersey Office of Administrative Law
33 Washington Street
Newark, NJ 07102

RE: BPU Dkt. No. EC10120887U

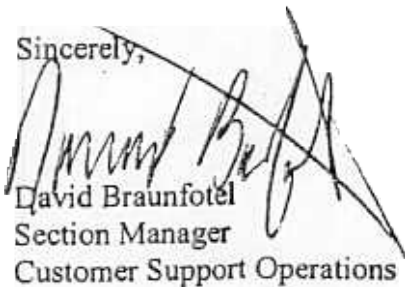
2011 MAR 23 P 3:51
STATE OF NEW JERSEY
OFFICE OF ADMIN LAW
IVED

Dear Judge Moss:

Enclosed please find an original signed settlement agreement between Rockland Electric Company and Scott Leone. This settlement agreement is for your records and is in resolution of BPU docket number EC10120887U.

If you have any questions, please feel free to contact Tracy Lombardo of my staff, at 845-577-3672.

Sincerely,



David Braunfotel
Section Manager
Customer Support Operations

cc: John L. Carley - Regulatory

SETTLEMENT AGREEMENT

This **SETTLEMENT AGREEMENT** ("Agreement"), dated as of March 9, 2011, by and between **ROCKLAND ELECTRIC COMPANY** ("Company"), a New Jersey corporation with an office at One Lethbridge Plaza, Route 17 North, Mahwah, New Jersey 07430 and **SCOTT LEONE** ("Customer") who resides at 122 Continental Road, West Milford, New Jersey 07480 ("Premises").

OFFICE OF THE ATTORNEY GENERAL
OFFICE OF ADMIN. LAW
JAN 23 P 3:51

WITNESSETH:

WHEREAS, the Company provides electric utility service to the Customer at the Premises;

WHEREAS, in April 2008, the Company discovered a mixed meter condition existed involving the Premises and an adjoining residence located at 116 Continental Road, West Milford, New Jersey ("Adjoining Residence");

WHEREAS, as a result of this mixed meter condition, for the period from November 29, 2005 through May 21, 2008, the Premises had been billed for the electric consumption of the Adjoining Residence, while the Adjoining Residence had been billed for the electric consumption of the Premises;

WHEREAS, the Company tested the electric meter measuring the usage at the Premises and determined that it was operating at 99.8% accuracy;

WHEREAS, as a result of the mixed meter condition, the Company re-billed the Customer for the actual electric usage at the Premises;

WHEREAS, although the Company legally had the right to re-bill the Customer for the electric usage at the Premises for the period from November 29, 2005 through May 21, 2008, the Company limited the re-bill to the period May 22, 2007 through May 21, 2008 (“Re-Bill Period”);

WHEREAS, the Company determined that the Customer was under-billed \$3,302.48 for the Re-Bill Period;

WHEREAS, the Customer disagreed with the Company’s findings, particularly that he owed the Company \$3,302.48;

WHEREAS, the Customer filed a complaint with the New Jersey Board of Public Utilities (“Board”) regarding this matter;

WHEREAS, the Board assigned this complaint Docket No. EC10120887U;

WHEREAS, the Board transmitted this complaint to the New Jersey Office of Administrative Law (“OAL”);

WHEREAS, the OAL filed this complaint on February 2, 2011 and assigned it Docket No. PUC 01291-2011 N;

WHEREAS, a preliminary telephonic conference between the Company and the Customer was presided over by OAL Judge Kimberly Moss on March 3, 2011; and

WHEREAS, the Company and Customer wish to settle all issues relating to the mixed meter situation at the Premises and any amounts owed by the Customer to the Company for the Re-Bill Period.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements hereinafter set forth, and intending to be legally bound, the Company and Customer agree as follows:

1. The Customer and Company agree that the Customer was under-billed \$3,302.48 for the Re-Bill Period ("Under-Billed Amount").

2. The Customer will pay off the Under-Billed Amount by adding at least an additional \$25 to his monthly bill from the Company.

3. So long as Customer complies with the obligation set forth in paragraph 2 above, the Company will not pursue the remedies set forth in its Board-approved electric tariff, including termination of electric service, for the Customer's failure to pay off the complete Under-Billed Amount.

4. In the event that the Customer fails to comply with the obligation set forth in paragraph 2 above, the Customer acknowledges that the Company may pursue the remedies set forth in its Board-approved electric tariff, including termination of electric service, for the Customer's failure to pay off the complete Under-Billed Amount.

5. The Customer agrees to withdraw its complaint against the Company and to so notify both the OAL and the Board.

6. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same Agreement and each of which shall be deemed an original.

7. This Agreement shall not be amended, modified, or supplemented unless such

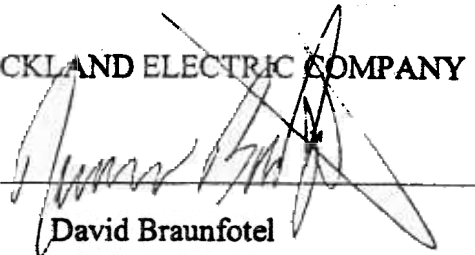
8. This Agreement constitutes the entire understanding between the Company and the Customer and supersedes any and all previous understandings, oral or written, which pertain to the subject matter contained herein or therein.

9. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Company and the Customer, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Company and the Customer, intending to be bound, have executed this Agreement as of the date first above written.

ROCKLAND ELECTRIC COMPANY

By

A handwritten signature in black ink, appearing to read "David Braunfotel", is written over a horizontal line. The signature is somewhat stylized and overlaps the text "ROCKLAND ELECTRIC COMPANY" above it.

David Braunfotel

Manager – Customer Support Operations

SCOTT LEONE

A handwritten signature in black ink, appearing to read "Scott Leone", is written over a horizontal line. The signature is stylized and cursive.