



Agenda Date: 5/21/14  
Agenda Item: VIID

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
**44 South Clinton Avenue, 9<sup>th</sup> Floor**  
**Post Office Box 350**  
**Trenton, New Jersey 08625-0350**  
**www.nj.gov/bpu/**

**CUSTOMER ASSISTANCE**

<b>LORI MONTEIRO,</b> Petitioner	)	ORDER ADOPTING INITIAL DECISION SETTLEMENT
V.	)	
<b>PUBLIC SERVICE ELECTRIC AND GAS COMPANY,</b> Respondent	)	BPU Docket No. EC13090862U OAL Docket NO. PUC 16271-13

**Parties of Record:**

**Lori Monteiro, pro se**

**Amanda Johnson, Esq., appearing on behalf of Respondent, Public Service Electric and Gas Company**

**BY THE BOARD:**

This matter involves a dispute by Lori Monteiro ("Petitioner") regarding the amount of Petitioner's Public Service Electric and Gas Company ("Respondent" or "PSE&G") utility bill.

**BACKGROUND**

On or about September 19, 2013, Petitioner filed a petition with the Board of Public Utilities ("Board") requesting a formal hearing related to a billing dispute with PSE&G for utility services rendered. Petitioner disputed her receipt of a bill for \$1,003.91 followed by a \$4,034.15 bill two weeks later. Petitioner also contested meter readings performed by PSE&G, claiming that she had requested readings by a third party.

On October 25 2013, PSE&G filed an Answer denying that Respondent was incorrectly billed and asserting that services were supplied and billed in accordance with the terms, conditions and rate schedules set forth in the Company's Board approved Tariff. PSE&G admitted that Petitioner was given a \$6,532.43 bill that reflected gross underestimates of usage for the previous months as well as several consecutive missed payments between late 2012 through May 2013. PSE&G explained that it experienced issues regarding access to Petitioner's premises that prevented actual readings, and that it did not discover the underestimations until an actual reading took place in September 2012. PSE&G explained that Petitioner then received a true-up bill for \$4,034.15, in accordance with Respondent's Tariffs and Board regulations. PSE&G's also addressed Petitioner's belief of her entitlement to a third-party meter reading, explaining that Board regulations allow a third party to witness rather than to conduct a meter reading.

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") Gail M. Cookson.

On March 31, 2014 Petitioner and Respondent appeared before ALJ Cookson for an evidentiary hearing. ALJ Cookson heard limited testimony before allowing a short recess. During the break, the parties entered into a written Stipulation of Settlement ("Stipulation") that was then submitted to ALJ Cookson and placed on the record. Under the terms of the Stipulation, Respondent agreed to credit \$1,889.08 to Petitioner's account number xxxxxxxx303, leaving a remaining balance of \$3,600.00. Petitioner agreed to pay the remaining balance pursuant to a Deferred Payment Arrangement ("DPA"). Under the DPA, Petitioner agreed to pay \$90 plus current charges due each billing period for a period of 40 months. During the DPA period, all payments must be made of the due date stated on each bill invoice. Petitioner's failure to make a payment by the due date would automatically void the DPA and result in the full arrearages being due.

By Initial Decision issued on May 2, 2014 and submitted to the Board on May 6, 2014, to which the Agreement was attached and made a part thereof, ALJ Cookson found that the Stipulation 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.

#### **DISCUSSION AND FINDING**

After review of the Initial Decision, the Stipulation of Settlement of the parties, and the entire record, the Board **HEREBY FINDS** that in accordance with N.J.A.C. 1:1-19.1, the parties have voluntarily agreed to the Stipulation as evidenced by their signatures and that by its terms, the Stipulation fully resolves all outstanding contested issues in this matter. Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and Stipulation executed by the parties in their entirety as if set forth at length herein.

DATED: 5/21/14

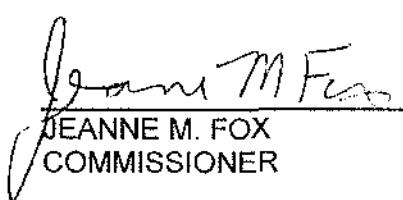
BOARD OF PUBLIC UTILITIES  
BY:



DIANNE SOLOMON  
PRESIDENT



JOSEPH L. FIORDALISO  
COMMISSIONER



JEANNE M. FOX  
COMMISSIONER



MARY-ANNA HOLDEN  
COMMISSIONER

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

ATTEST:



KRISTI IZZO  
SECRETARY

LORI MONTEIRO, PETITIONER

V.

PUBLIC SERVICE ELECTRIC AND GAS COMPANY, RESPONDENT

BPU DOCKET NO. EC13090862U  
OAL DOCKET NO. PUC 16271-13

SERVICE LIST

Lori Monteiro  
669 Mill Street, Floor 1  
Belleville, New Jersey 07109

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PSEG Services Corporation  
80 Park Plaza – T5G  
Newark, New Jersey 07102-4194

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Board of Public Utilities  
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*State of New Jersey*  
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 16271-13  
AGENCY DKT. NO. EC13090862U

LORI MONTEIRO,

Petitioner,

v.

PUBLIC SERVICE ELECTRIC AND  
GAS COMPANY,  
Respondent.

RECD  
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NJ BPU  
CASE MANAGEMENT

Lori Monteiro petitioner pro se

Amanda Johnson, Esq., for respondent Public Service Electric & Gas Company  
(Lon Bouknight, Jr., General Regulatory Counsel)

Record Closed: April 29, 2014

Decided: May 2, 2014

BEFORE GAIL M. COOKSON, ALJ:

On November 12, 2013, 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, relating to a billing dispute for electric and gas utility services at petitioner's residence. On November 14, 2013, the case was assigned to the undersigned. On December 6, 2013, I convened a telephonic case management conference and hearing dates were scheduled.

On March 31, 2014, the plenary hearing commenced at the OAL and some of the intended testimony was presented. During a break, the parties discussed a possible means of achieving an amicable resolution. A mutually satisfactory agreement was reached and the terms were placed on the record. The remainder of the evidentiary presentation was cancelled.

In fulfillment of the agreement, the parties submitted under cover of April 29, 2014, a fully-executed Stipulation of Settlement, which is attached hereto and made part hereof. It resolves this utility consumer dispute to the full satisfaction of the parties. Accordingly, and on that basis, I have reviewed the record and terms of the Consent Order 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 matter be deemed dismissed with prejudice and that these proceedings be and are hereby 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 (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.

May 2, 2014

DATE

  
GAIL M. COOKSON, ALJ

Date Received at Agency:

\_\_\_\_\_

Date Mailed to Parties:

\_\_\_\_\_

id

Amanda Johnson  
Counsel

Law Department  
80 Park Plaza, T5, Newark, NJ 07102-4194  
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email: amanda.johnson@pscgc.com



April 29, 2014

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JUDGE OF NEW JERSEY  
OFFICE OF ADMIN. LAW

Honorable Gail Cookson, ALJ  
Office of Administrative Law  
33 Washington Street  
Newark, NJ 07102-3011

Re: Lori Monteiro v. PSE&G  
BPU Docket No.: EC13090862  
OAL Docket No.: PUC 16271-2013 N

Dear Judge Cookson:

Enclosed please find a signed Stipulation of Settlement with reference to the above-captioned matter.

Respectfully submitted,

Amanda Johnson

AJ/jb  
Enclosure

cc: Lori Monteiro (w/enc.)  
James T. Walsh

STATE OF NEW JERSEY  
OFFICE OF ADMINISTRATIVE LAW

Lori Monteiro

Petitioner,

v.

**Public Service Electric and Gas Company**

**Respondent**

On or about October 7, 2013, Petitioner filed the above-referenced billing dispute. Public Service Electric and Gas Company ("PSE&G" or "Respondent") filed an answer to Petitioner's 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.

In the interests of resolving this matter without further delay, extensive effort and costs, the parties hereto agreed to settle this matter in accordance with the following terms:

1. PSE&G will issue to the Petitioner a credit in the amount of \$1,852.08 on Account No. [REDACTED] 303, leaving a remaining balance due of \$3,600.00.
  2. Petitioner will pay the remaining balance of \$3,600.00 pursuant to a Deferred Payment Arrangement ("DPA"). Under the DPA, Petitioner will pay \$10.00 plus current charges due each billing period for a period of 40 months ("DPA period"). During the DPA period, all payments must be made by the due date stated on each bill invoice. Failure to make a payment by the due date automatically voids the DPA and the then current arrearage balance becomes due in full.
  3. The parties have both read and understand the terms of this Agreement.
  4. This Agreement resolves and settles the dispute captioned above; no claims or grievances can be later adjudicated relating thereto.

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STATE OF NEW JERSEY  
OFFICE OF ADMIN. LAW

5. The monthly due date of each bill will be the 28<sup>th</sup> of each month.

PUBLIC SERVICE ELECTRIC & GAS CO.

DATED: 4-1-14

By: Peter M. Corey  
Peter Corey  
Customer Solutions Supervisor

LORI MONTEIRO

DATED:

By: Lori Monteiro  
Petitioner