



STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

KYLE KUBS,
Petitioner

v.

JERSEY CENTRAL POWER AND LIGHT CO.,
Respondent

ORDER OF EXTENSION

BPU DOCKET NO. EC17121255U
OAL DOCKET NO. PUC 04267-18

Parties of Record:

Kyle Kubs, petitioner, *pro se*
Joshua R. Eckert, Esq., on behalf of Respondent, Jersey Central Power & Light Co.

BY THE BOARD:

The Initial Decision of the Administrative Law Judge was received by the Board of Public Utilities (Board) on October 15, 2018; therefore, the 45-day statutory period for review and the issuing of a Final Decision will expire on November 29, 2018.


Prior to that date, the Board requests an additional 45-day extension of time for issuing the Final Decision in order to adequately review the record in this matter.

Good cause having been shown, pursuant to N.J.S.A. 52:14B-10(c) and N.J.A.C. 1:1-18.8, **IT IS ORDERED** that the time limit for the Board to render a Final Decision is extended until **January 14, 2019**.

DATED: 11/19/18

BOARD OF PUBLIC UTILITIES
BY:¹


JOSEPH L. FIORDALISO
PRESIDENT

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

¹ Authorized by the Board to execute this Order of Extension on its behalf.

Date Board mailed Order to OAL: 11/23, 2018

cc: Service List Attached

DATED: 11/23/18, 2018



LISA JAMES-BEAVERS, ACTING
DIRECTOR AND CHIEF
ADMINISTRATIVE LAW JUDGE

Date OAL mailed executed Order to Board: 11/23/18, 2018

Date Board mailed executed Order to Parties: 11/27/, 2018

**In the Matter of Kyle Kubs, Petitioner v. Jersey Central Power and Light Co., Respondent
– Billing Dispute - Docket Nos. BPU EC17121255U and OAL PUC 04267-18**

SERVICE LIST

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Wharton, New Jersey 07885

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RECEIVED
CASE MANAGEMENT

OCT 15 2018

BOARD OF PUBLIC UTILITIES
TRENTON, NJ



State of New Jersey

OFFICE OF ADMINISTRATIVE LAW

BOARD OF PUBLIC UTILITIES

OCT 15 2018

MAIL RECEIVED

INITIAL DECISION

OAL DKT. NO. PUC 04267-18

AGENCY DKT. NO. EC17121255U

KYLE KUBS,

Petitioner,

v.

JERSEY CENTRAL POWER AND LIGHT,

Respondent.

Kyle Kubs, petitioner, pro se

Joshua R. Eckert, Esq., Counsel for respondent, Jersey Central Power and Light

Record Closed: September 5, 2018

Decided: October 15, 2018

BEFORE JUDE-ANTHONY TISCORNIA, ALJ:

STATEMENT OF THE CASE

Petitioner, (Kyle Kubs), filed a complaint before the Board of Public Utilities (BPU) disputing the billing charges and fees of respondent, Jersey Central Power and Light (JCP&L), for electric service provided to his residence at 6 Highview Terrace,

cm:
K. Gran
D. Thern
G. Hartel
J. Ford
R. Lamb
R. Matos
K. Flynn
D. Brantl
C. Gurkas
C. Vachier

Wharton, New Jersey. Kubs challenges the bills from March of 2016, through December of 2017.

PROCEDURAL HISTORY

Petitioner filed a complaint with the BPU which was received on December 6, 2017. This matter was transmitted by the BPU to the Office of Administrative Law (OAL), where it was filed on March 22, 2018, for hearing as a contested case. N.J.S.A. 52:14B-1 to -15; N.J.S.A. 52:14F-1 to -13. The hearing was held on July 13, 2018. Final submissions were received on September 5, 2018, after which the record closed.

FACTUAL DISCUSSION AND FINDINGS

I **FIND** the following to be the **FACTS** of this case:

The petitioner receives residential electric service from JCP&L. Petitioner's account reflected a balance forward starting with the January 2016, bill. (P-1, P-2, P-3) Petitioner did make payments during this time, but the payment never amounted to the full amount due and owing as reflected on the most recent bill, thus each new bill began with a beginning balance unpaid from the prior month's bill. Petitioner's bill of March 7, 2016, reflected a beginning balance of \$73.11. (P-3) Also included in the March bill was a "field collection charge" in the amount of \$25. A "field collection charge" is added to a bill whenever JCP&L has to send an employee into the field to collect an outstanding balance on a bill. JCP&L made several field collection attempts to petitioner's residence. After a number of failed collection attempts, the service at the residence was turned off. Soon thereafter, JCP&L found evidence of tampering with the electric meter located at the residence. Service was ultimately restored to the residence and reconnection fees were assessed.

AMOUNT IN DISPUTE

It was stipulated by the parties on the record that the total amount in dispute is \$1,498.02. Of this, \$934.02 is allocated to actual consumption charges while the remaining \$564 is reflective of various fees, including \$350 in field collection charges. Petitioner stipulated on the record that he does not dispute any of the \$934.02 in consumption charges, but rather he only disputes the \$564 in fees. With regard to the field collection charges, JCP&L argues that they sent an employee to the residence to attempt to collect on the account a total of 14 times at \$25 per attempt, for a total of \$350. Petitioner disputes this, claiming a representative only came to his home to make a collection on no more than two occasions.

Petitioner also disputes having to pay any fees related to the reconnection of service to his residence.

LEGAL ANALYSIS AND CONCLUSION

In this administrative proceeding, the petitioner bears the burden of proof by a preponderance of the competent, credible evidence as to the matter before the OAL. Atkinson v. Parsekian, 37 N.J. 143 (1962). Evidence is found to preponderate if it establishes the reasonable probability of the facts alleged and generates reliable belief that the tendered hypothesis, in all human likelihood, is true. See Loew v. Union Beach, 56 N.J. Super. 93, 104 (App. Div.), certif. denied, 31 N.J. 75 (1959).

In the case at bar, petitioner disputes the \$564 in fees associated with his electric bill. Petitioner argues that he never entered into any agreement or contract with the JCP&L to pay any such fees and he should therefore not be bound to pay them.

As a public utility, JCP&L is required to have a Board-approved Tariff setting forth the various charges that can be assessed to customers. N.J.S.A. 48:2-21(a); N.J.A.C. 14:3-1.3. Once approved by the Board, the terms of the Tariff are binding upon JCP&L

and its customers. Numerous courts in New Jersey have held that “[a] tariff is not a mere contract. It is the law, and its provisions are binding on a customer whether he knows of them or not.” See, e.g. *In re Application of Saddle River*, 71 N.J. at 29 (describing the difference between tariffs and contracts); see also *N.J. Bell Tele. Co. v. West Orange*, 188 N.J. Super. 455, 459 (App. Div. 1982) (holding that the utility was required to charge its customer at the tariffed rate even though the utility inadvertently contracted with the customer for a different rate).

I **FIND** the terms of JCP&L’s Tariff to be binding upon petitioner and thus, I **CONCLUDE** petitioner shall be required to pay all charges under the Company’s Tariff that have been properly assessed to his account.

The issue now becomes whether the contested charges have all been properly assessed in accordance with the terms of JCP&L’s Tariff. As noted above, the petitioner bears the burden of proof by a preponderance of competent, credible evidence that JCP&L’s billing (and specifically the disputed charges) was inaccurate or otherwise unreasonable. With regard to the \$350 in field collection charges, petitioner disputes JCP&L’s representation that an employee physically went to his residence a total of 14 times, testifying that he recalls only two instances. JCP&L presented both record evidence and testimony that they made fourteen separate collection visits to petitioner’s residence since February 2016. JCP&L presented testimony that employees making field collection visits enter the visit into a handheld device. This then automatically generates an entry in the Company’s system and assesses the \$25 charge referenced above. The report created by the Company’s system shows that fourteen different field collection charges were assessed in such a manner between February 4, 2016 and December 20, 2017. Therefore, I **FIND** that JCP&L properly assessed fourteen separate field collection charges (totaling \$350 in fees) to Petitioner’s account during this time-period.

Finally, petitioner disputes \$214 in fees associated with disconnecting and reconnecting his power. JCP&L first disconnected petitioner’s electric service for non-

payment of electric bills by blocking the electric meter located at petitioner's residence on October 18, 2017. This was achieved by placing "blocking sleeves" on the meter which blocks the electricity from flowing into the residence.

On November 2, 2017, a JCP&L employee was sent to petitioner's residence to investigate a report of an inverted meter. An inverted meter is a meter which has been altered in such a way that the meter cannot properly record the amount of electricity being used by the residence. The investigator found the blocking sleeves on petitioner's meter removed and petitioner's meter inverted. In response to these findings, JCP&L again blocked service to petitioner's meter. Between October 18, 2017 (the date service was initially disconnected) and November 2, 2017 (the date the tampering was discovered), JCP&L had not reconnected service at the petitioner's residence and had not authorized anyone to do so. The removal of the blocking sleeves from petitioner's meter and the inversion of the meter constituted tampering under the Company's Tariff.

On November 29, 2017, JCP&L once again had to disconnect service at Petitioner's residence, this time at the pole, when it discovered that power had been restored without Company authorization. Under JCP&L's Tariff, the amount of the reconnection fee that can be charged for a reconnection that is not made at the meter (as in this instance) is determined based on the cost to the company for reconnecting the service. Here, JCP&L charged petitioner \$214, which JCP&L represented was the standard fee charged to all customers for this type of reconnection. Petitioner presented no evidence contesting the amount of this fee. I **FIND** JCP&L appropriately charged Petitioner a \$214 reconnection fee to have his service reconnected.

I **CONCLUDE** that petitioner has not proved by a preponderance of the evidence that his JCP&L electric utility bills and associated fees were incorrect or inaccurate for the time period in dispute. Accordingly, the outstanding amount of \$1,498.02 remains the responsibility of the petitioner.

ORDER

It is therefore **ORDERED** that the petition in this matter be and is hereby **DISMISSED**.

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. 52:14B10.

Within thirteen days from the date on which this recommended decision was mailed to the parties, any party may file written exceptions with the **SECRETARY OF THE BOARD OF PUBLIC UTILITIES, 44 South Clinton Avenue, P.O. Box 350, Trenton, NJ 08625-0350**, marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.

October 15, 2018
DATE



JUDE-ANTHONY TISCORNIA, ALJ

Date Received at Agency: 10/15/18

Date Mailed to Parties: _____

id

APPENDIX

LIST OF WITNESSES

For Petitioner:

Kyle Kubs

For Respondent:

Dale Doth

Theresa Kelly Kehr

LIST OF EXHIBITS IN EVIDENCE

For Petitioner:

P-1 Electric bill dated January 8, 2006

P-2 Electric bill dated February 8, 2006

P-3 Electric bill dated March 7, 2006

For Respondent:

None referenced in I.D.