

23. This matter was assigned to Administrative Law Judge ("ALJ") Jeffrey R. Wilson. On June 26, 2019, the date of the evidentiary hearing, Amy Gibbs testified on behalf of Respondent. Petitioner testified on his own behalf, and Katherine Simone testified as Petitioner's witness. (1T).¹ Petitioner's exhibits P-1 through P-17 and Respondent's exhibits R-1 through R-9 were admitted into evidence. On November 4, 2019, the record was closed. On November 4, 2019, ALJ Wilson issued an Initial Decision in favor of Respondent, denied the relief sought by Petitioner, and dismissed the petition. The OAL did not receive exceptions to the Initial Decision from either party.

EVIDENTIARY HEARING

The hearing on this matter was heard before ALJ Wilson on June 26, 2019. (1T). Amy Gibbs, JCP&L's Revenue Operations Department Supervisor, testified on behalf of Respondent (1T19:19-21). She testified that she worked in revenue operations for approximately nineteen (19) years, and as a Revenue Operations Department Supervisor, she would "oversee the cashiers and the [customer service representatives]," as well as "payment centers." (1T21:1-21). Ms. Gibbs also stated that at the time of the dispute, she was "performing investigations" pertaining to any "use on vacant accounts" that lacked a customer of record. (1T21:22-22:8). Ms. Gibbs testified that she was familiar with Petitioner's dispute because she reviewed Petitioner's complaint and investigated an unauthorized usage of electric service at Petitioner's Property. (1T23:7-20). Ms. Gibbs stated that on August 17, 2016, Respondent denied Petitioner's application for electric service since the municipal authority did not issue a Certificate of Inspection for the Property. (1T24:1-15; 1T27:24-28:14). Furthermore, Ms. Gibbs noted that electric service to the Property was disconnected on May 17, 2017, and during the billing period in dispute, Respondent never reconnected electric service to the Property. (1T30:12-21; 1T31:25-32:5). Although electric service was disconnected, Ms. Gibbs testified that during the billing period in dispute, Petitioner's meter registered usage of electricity at the Property. (1T39:18-40:15). As such, Ms. Gibbs concluded that pursuant to Sections 2.05 and 2.07 of JCP&L's Tariff for Service, Petitioner, as the lessee of the Property and the end user and beneficiary of the unauthorized electric service, was responsible for the payment of the unauthorized electric usage during the billing period in dispute, which amounted to \$734.96. (1T35:6-23; 1T37:13-25; 1T39:22-40:16; 1T43:2-46:14).

Next, Katherine Simone, Petitioner's sister, testified on behalf of Petitioner. (1T77:1-18). She testified that she worked as a realtor for All Towne Realty, and she assisted One Stop in obtaining administrative licenses. (1T78:8-79:13). Ms. Simone added that in April 2016, she visited the Property and noted the "horrific" state of the Property; namely, Ms. Simone explained that "everything was broke and needed to be replaced." (1T79:23-80:8). She testified that on the starting date of the lease, Petitioner provided the landlord with a list of requirements that needed to be met prior to Petitioner moving in to Suites Two and Three of the Property, such as the production of a Certificate of Occupancy and renovation of certain areas of the Property. (1T80:12-81:3). During Ms. Simone's testimony, the parties stipulated that Petitioner obtained a Certificate of Occupancy for the Property in December 2016. (1T93:19-22). Furthermore, Ms. Simone explained that in August 2016, she called Respondent to establish electric service to the Property. (1T81:13-25). However, Respondent denied the request and purportedly explained that the previous tenant to the Property failed to pay all outstanding fees to the utility. (1T81:13-25). She likewise testified that between August 2016 and December 2016, Petitioner

¹ 1T refers to the transcript of the June 26, 2019 hearing before ALJ Wilson.

stored "office furniture" in the Property. (1T94:10-21). In addition, she explained that during the same time period, the landlord and renovators were repairing Petitioner's Property, and according to Ms. Simone, the renovators were using electric tools. (1T99:12-100:22). Lastly, Ms. Simone testified that Respondent removed Petitioner's meter from the Property in May 2017. (1T86:25-87:11).

Lastly, Petitioner testified on his own behalf. (1T103:1-3). He testified that he founded One Stop Realty Shop around December 2015, and in April 2016, he visited the Property and sought to rent Suites 2 and 3 for his business; however, the Property's condition was "in shambles." (1T103:14-104:16). Petitioner explained that he could not rent the premises between April 2016 and August 2016 because a Certificate of Occupancy was not issued for the Property. (1T107:10-16). Although a Certificate of Occupancy was not issued for the Property, Petitioner testified that he was able to store "office furniture" there. (1T107:24-108:9). Petitioner emphasized that prior to December 2016, he "periodically" visited the Property "during the day." (1T109:14-20); (1T138:13-16). Petitioner also testified that around November 2016, "electric was turned on in the [P]roperty," and the landlord's renovators were using electricity in repairing particular areas of the Petitioner's Property. (1T108:18-109:3); (1T111:20-112:16); (1T122:9-11); (1T125:1-3). He testified that he was not aware whether electricity was utilized at the Property before November 2016. (1T139:4-8). Lastly, Petitioner stated that the lease agreement was signed on August 15, 2016, a Certificate of Occupancy was issued for the Property in December 2016, and the lease period for the Property began on January 1, 2017. (1T115:13-15); (1T145:5-23).

On November 4, 2019, ALJ Wilson issued an Initial Decision in favor of Respondent and denied the relief sought by Petitioner. In the Initial Decision, ALJ Wilson made specific findings of fact based upon his review of the testimonial and documentary evidence. ALJ Wilson found that:

1. On August 11, 2016, Petitioner "entered into a lease and lease addendum for two first-floor offices (Suite 2 and Suite 3)" in Bramble Run Plaza, Matawan, New Jersey;
2. The starting date for the lease was August 15, 2016, and on August 14, 2018, Petitioner terminated the lease;
3. According to Section 8 of the lease agreement, Petitioner was required to "pay when due all rents or charges for water or other utilities used by [Petitioner], which are or may be assessed or imposed upon the Premises or charged to the Landlord by the suppliers thereof during the term hereof. . . .";
4. According to Section 2 of the lease addendum, Petitioner was "solely responsible for payment of gas and electric charges DIRECTLY TO UTILITY COMPANY";
5. On August 17, 2016, Petitioner requested that JCP&L provide electricity service to the Property, which was "rejected pending a township required inspection" of the Property;
6. On May 10, 2017, JCP&L learned that "electricity service was still being provided" to the Property, even though the meter was off during JCP&L's visit to the Property on August 18, 2016;
7. On May 17, 2017, JCP&L disconnected electricity service from Petitioner's Property and attached a "door hang-tag" at the Property to inform the Petitioner of the disconnected service;
8. JCP&L learned that "unauthorized electricity service was provided" to the Property between March 4, 2015, and May 17, 2017; and
9. JCP&L charged Petitioner a total of \$734.96 "for unauthorized service" utilized throughout the billing period in dispute. (ID at 2-3).

In ALJ Wilson's legal analysis, the ALJ explained that JCP&L was tasked with ascertaining the identity of the "end user" or "beneficiary" of the unauthorized electricity service. (ID at 4). The ALJ referenced Section 2.07 of JCP&L's Board-approved Tariff, which noted that "[t]he use of Service without notice to the Company shall render the End User or Beneficiary liable for any amount due for Service to the premises since the last reading of the meter . . . or for unmetered Service used since the last billing." (ID at 5). The ALJ added that the Tariff defined an "end user" as a "person who receives, uses or consumes service. An end user may or may not be a customer as defined herein." (ID at 8). Furthermore, JCP&L's Tariff defined a "beneficiary" as a "person, corporation, or [an] entity financially benefitting from the service." (ID at 5).

ALJ Wilson found that Petitioner failed to demonstrate by a preponderance of the evidence that he was improperly charged for unauthorized electricity service. (ID at 8). Namely, ALJ Wilson characterized Petitioner as an "end user" and "beneficiary" of the electricity service to the Property, and even though a Certificate of Occupancy was not issued for the Property during the first half of the billing period in dispute, Petitioner stored office supplies at the Property and utilized electricity service. (ID at 8). Thus, prior to the issuance of the Certificate of Occupancy, ALJ Wilson found that Petitioner had "receiv[ed], use[d] or consume[d] service" or "financially benefit[ed]" from the unauthorized electricity service. (ID at 8). In addition, ALJ Wilson held that after January 1, 2017, Petitioner "continued to utilize the unauthorized electric service" until May 17, 2017. (ID at 8). As such, ALJ Wilson concluded that pursuant to the definitions of "end user" and "beneficiary" in JCP&L's Tariff and the lease agreement, Petitioner was properly charged with \$734.96 due to Petitioner's unauthorized usage of electricity service, and Petitioner was ordered to pay the amount due forthwith. (ID at 9).

DISCUSSION AND FINDINGS

In customer billing disputes before the Board, a petitioner bears the burden of proof by a preponderance of the competent, credible evidence. See Atkinson v. Parsekian, 37 N.J. 143, 149 (1962). The burden of proof is met if the evidence establishes the reasonable probability of the facts alleged and generates reliable belief that the tended 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). Thus, as ALJ Wilson stated, Petitioner was required to show, by a preponderance of the evidence, that Petitioner was improperly charged for the unauthorized usage of JCP&L's electrical service in the amount of \$734.96. (ID at 7).

In the present instance, Petitioner failed to meet his burden of proof by a preponderance of the evidence. Although Petitioner argued that without a Certificate of Occupancy, he could not legally occupy the Property and thus use any electricity before January 1, 2017, Petitioner admitted that he stored office equipment at the Property and observed that his landlord's renovators were using electric power tools to repair parts of the leased Property in November 2016. Petitioner was personally unaware whether electricity was used at the Property before November 2016. In addition, Respondent's evidence reasonably showed that on August 17, 2016, Petitioner contacted JCP&L to set up electrical service to the Property, which request was denied. Furthermore, Respondent explained that even though Petitioner was not JCP&L's customer of record, unauthorized electrical service was provided to the Property between August 2016 and May 2017, the value of which amounted to \$734.96. Finally, Respondent noted that under the second paragraph of Petitioner's lease addendum, Petitioner was "solely responsible for payment of gas and electric charges" to Respondent. As such, the evidence reasonably showed that Petitioner, the leaseholder of the Property, was the end user or beneficiary who benefitted from the unauthorized electrical service, and thus, pursuant to

Section 2.07 of JCP&L's Tariff, Petitioner was liable for the unpaid, unauthorized electrical service.

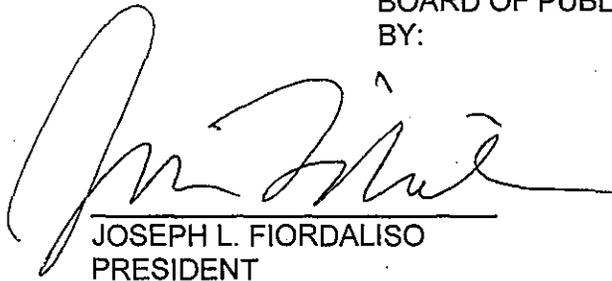
Thus, after careful review and consideration of the entire record, the Board **HEREBY FINDS** the findings and conclusions of law of ALJ Wilson to be reasonable and, accordingly, **HEREBY ACCEPTS** them. Specifically, the Board **FINDS** that Petitioner failed to meet his burden of proof.

Accordingly, the Board **HEREBY ADOPTS** the Initial Decision in its entirety and **ORDERS** that that the Petition be **DISMISSED**.

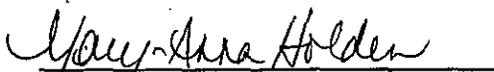
This order shall be effective December 30, 2019.

DATED: 12/20/19

BOARD OF PUBLIC UTILITIES
BY:



JOSEPH L. FIORDALISO
PRESIDENT



MARY-ANNA HOLDEN
COMMISSIONER



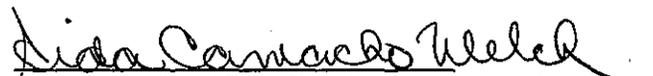
DIANNE SOLOMON
COMMISSIONER



UPENDRA J. CHIVUKULA
COMMISSIONER



ROBERT M. GORDON
COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

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

ONE STOP REALTY SHOP, PETITIONER

V.

JERSEY CENTRAL POWER & LIGHT COMPANY, RESPONDENT

**BPU DOCKET NO. EC18080950U
OAL DOCKET NO. PUC 15561-18**

SERVICE LIST

One Stop Realty Shop
c/o Ronald Simone
98 Cottrell Road
Matawan, New Jersey 07747
ron1stoprealty@gmail.com

Joshua R. Eckert, Esq.
FirstEnergy Service Company
300 Madison Avenue
Morristown, New Jersey 07962
jeckert@firstenergycorp.com

Julie Ford-Williams, Director
Division of Customer Assistance
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Trenton, NJ 08625-0350
Julie.Ford@bpu.nj.gov

Karriemah Graham, Chief
Office of Case Management
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Trenton, NJ 08625-0350
Karriemah.graham@bpu.nj.gov

Matko Ilic, DAG
NJ Department of Law and Public Safety
Richard J. Hughes Justice Complex
Public Utilities Section
25 Market Street, P.O. Box 112
Trenton, NJ 08625
Matko.Ilic@law.njoag.gov



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

OAL DKT. NO. PUC 15561-18

AGENCY DKT. NO. EC18080950U

ONE STOP REALTY SHOP,

Petitioner,

v.

JERSEY CENTRAL POWER &

LIGHT COMPANY,

Respondent.

Ronald Simone, Jr., pro se, for petitioner, One Stop Realty Shop

Joshua R. Eckert, Esq., for respondent Jersey Central Power & Light Company

Record Closed: November 4, 2019

Decided: November 4, 2019

BEFORE **JEFFREY R. WILSON, ALJ:**

STATEMENT OF THE CASE

The petitioner, One Stop Realty Shop (One Stop), filed a billing dispute against Jersey Central Power & Light Company (JCP&L) with the Board of Public Utilities (BPU). JCP&L supplied electric service to a rental property leased by the petitioner. Petitioner disputed the billing for the period of August 15, 2016, through May 17, 2017. Petitioner contends that although it did hold a lease on the subject property during all

relevant times, they could not occupy the premises because a certificate of occupancy was not issued until December 13, 2016, due to the poor conditions existing thereupon. The petitioner further contends that their landlord should be held responsible any balance due for the unauthorized electrical service.

PROCEDURAL HISTORY

On August 24, 2018, the petitioner requested a fair hearing, and the matter was transmitted to the Office of Administrative Law (OAL) where it was filed on October 25, 2018, to be heard as a contested case. N.J.S.A. 52:14B-1 to 15 and 14F-1 to 13. The matter was heard on June 26, 2019. The record remained open for the receipt of transcripts, supplemental exhibits, written summations and briefs from the parties and the record closed.

FACTUAL DISCUSSION AND FINDINGS

The following facts are not in dispute; therefore, I **FIND** as **FACT**:

1. Ronald Simone, Jr. (Ron) was the Broker / Owner of One Stop at all relevant times.
2. On August 11, 2016, Ron entered into a lease and lease addendum for two first-floor offices (Suite 2 and Suite 3), located in Bramble Run Plaza, in Matawan, New Jersey. (The Premises) The lease commenced on August 15, 2016, and terminated on August 14, 2018. (R-7.)
3. Pursuant to the aforementioned lease, "The Tenant has examined The Premises and has entered into this Lease without any representations on the part of the Landlord as to the condition thereof." (R-7 / Paragraph 5.)
4. Pursuant to the aforementioned lease, "the Tenant will pay when due, all rents or charges for water or other utilities used by the Tenant, which are or may be

assessed or imposed upon the Premises or charged to the Landlord by the suppliers thereof during the term hereof. . . .” (R-7 at paragraph 8.)

5. Pursuant to the Addendum to the aforementioned lease, “Tenant is solely responsible for payment of gas and electric charges DIRECTLT (sic) TO UTILITY COMPANY.” (R-7 at Lease Addendum, paragraph 2.)
6. JCP&L provided electricity service to The Premises at all relevant times under Account Number XXX XXX XXX 246. (R-6.)
7. One Stop made application to JCP&L to supply electrical service to The Premises on August 17, 2016, however, the application was rejected pending a township required inspection of The Premises. (T24:21-24:14.)
8. A visit to The Premises by a representative from JCP&L, on August 18, 2016, revealed that the meter was off and therefore no reading display. (R-2.)
9. A visit to The Premises by a representative from JCP&L, on May 10, 2017, revealed that electricity service was still being provided to The Premises and service to The Premises was disconnected on May 17, 2017. (R-4.)
10. On May 17, 2017, JCP&L left a door hang-tag at The Premises to give notice of a service “SHUT OFF”. (R-5.)
11. Investigation by JCP&L revealed that unauthorized electricity service was provided to The Premises from March 4, 2015, through May 17, 2017.
12. JCP&L billed One Stop \$734.96 for unauthorized service from the beginning of their leasehold (August 15, 2016) through the shut off date (May 17, 2017). (R-6.)

Testimony

Amy J. Gibbs (Gibbs) testified on behalf of JCP&L. She is the supervisor of the Revenue Operations Department for JCP&L. Gibbs authored JCP&L's verified answer to One Stop's petition. (R-1.) She became involved with the within matter while performing investigations that involved vacant accounts. A vacant account is one with no listed customer of record, but there is usage being provided to the location, that is being utilized by someone who is unidentified at the time.

On August 17, 2016, petitioner contacted JCP&L to request that electric service at The Premises be turned on and placed in its name. In accordance with their Tariff, JCP&L denied petitioner's application because an inspection of the electric service at The Premises was required. On August 18, 2016, JCP&L sent an employee to The Premises and confirmed that service was off. Despite never authorizing the reconnection of service at The Premises, JCP&L subsequently obtained actual meter readings that indicated electricity was being used there. JCP&L disconnected the unauthorized service at The Premises on May 17, 2017. Between August 18, 2016, when JCP&L confirmed the service was off, and May 17, 2017, when JCP&L disconnected service, there was no customer of record for the JCP&L electric service account at The Premises.

On February 22, 2018, JCP&L issued an invoice to petitioner in the amount of \$913.79 for the unauthorized usage at The Property. (R-6.) This invoice was issued after the Company's investigation revealed that petitioner was the leaseholder at The Property as of August 15, 2016. (R-7.) The Company's investigation further revealed that petitioner applied for electric service at The Property on August 17, 2016. The invoice issued to petitioner included charges dating back to March 20, 2015, which is the last date that there was a customer of record at The Property; however, JCP&L subsequently adjusted this amount to reflect charges from only after The Petitioner's lease commenced. Thus, the amount of charges in dispute here is \$734.96.

As dictated by JCP&L's Tariff, their role in these situations is limited to determining who was the "End User" or "Beneficiary" of the unauthorized usage. "Unauthorized Use" is addressed in JCP&L's Tariff – Section 2.07:

Unauthorized connection to the Company's facilities, or the use of Service (either metered or unmetered) without Company authorization may be terminated by the Company without notice. The use of Service without notice to the Company shall render the End User or beneficiary liable for any amount due for Service provided to the premises since the last reading of the meter as shown by the Company's records or for unmetered Service used since the last billing. (R-8.)

JCP&L's Tariff – General Information defines "End User" as:

A person who receives, uses or consumes service. An end user may or may not be a customer as defined herein. (R-9.)

JCP&L's Tariff – General Information defines "Beneficiary" as:

The person, corporation or the entity financially benefitting from the service. (R-9.)

The Company's investigation revealed that One Stop was the leaseholder at The Premises when the unauthorized usage occurred, and that One Stop attempted to establish service with JCP&L immediately prior to that time. Under the Company's Tariff, that information alone was enough for JCP&L to hold One Stop responsible for the usage.

Katherine Simone (Katherine) testified on behalf of One Stop. She is a realtor and the sister of Ronald Simone, Jr. Though not employed by One Stop, Katherine handled all of the office's administrative requirements in preparation of opening, including, licensing, setting up accounts, banking, telephones, electric and gas.

Katherine first visited The Premises in April 2016, and described the conditions there as "horrific." On August 11, 2016, she was present for the signing of the lease. At that time, a list was given to the landlord that detailed items to be addressed before they moved in.

Katherine was the first person to approach JCP&L to establish electric service for One Stop. She was told that service could not be turned on in One Stop's name because of an existing balance due from a previous tenant. A representative from JCP&L conducted a field visit to The Premises and blocked out the meter. There was no electric service to The Premises from August 2016, through January 2017. During that time, One Stop was storing office furniture owned by One Stop at The Premises. Katherine and Ron were only there during daylight hours because there were no lights. However, repairpersons were present and using electric power tools. A certificate of occupancy was issued for The Premises in December 2016.

Katherine was present on May 17, 2017, when representatives from JCP&L removed the electric meter from The Premises. One Stop was never able to operate as a business at The Premises.

Ronald Simone, Jr. (Ron) established One Stop in December 2015. In April 2016, as he searched for a physical office, Ron met with Frederick Rucci (Rucci), the landlord, at The Premises. Upon inspection, Ron described The Premises as being "in shambles." Rucci indicated that he would have all necessary repairs made to secure a certificate of occupancy for The Premises. On August 11, 2016, anxious to move in, Ron entered into a two-year lease for The Premises and moved in his office furniture and office supplies before the repairs were completed. At that time there was no heat or electricity service to The Premises. However, at the end of November 2016, Ron acknowledged that electricity was being provided to The Premises because repairpersons were there using power tools. However, he argued that he was not the one using the electricity. Ron and his sister contacted JCP&L on a monthly basis to inform them that Rucci was stealing electricity.

The relationship between Ron and Rucci grew very contentious. Ron sent numerous e-mails voicing his concerns over the condition of The Premises and the delay in opening his business due to having no certificate of occupancy. On December 13, 2016, a Commercial Certificate of Continued Occupancy (CCO) was issued for The Premises. (P-17). On December 14, 2016, a Certificate of Inspection was issued. (P-

1.) Due to the delay in receiving a CCO, One Stop did not operate at The Premises until January 2017. Prior to that, their only presence was on the internet.

In May 2017, a representative from JCP&L removed the meter from The Premises and thereafter, JCP&L sent a bill to One Stop for unauthorized electric service usage. Ron expressed the anger and frustration experienced as a result of his contacts with JCP&L. At one point he filed a complaint against JCP&L with the Better Business Bureau (P-11) and ultimately wrote a letter to then Governor Christie to apprise him of the situation. (P-13.)

Ron argued that if this debt was actually his, that he would gladly pay for it. He acknowledged that electric service was supplied to The Premises, but it was not him using the electricity. It was Rucci and his workers. He tried explaining this to JCP&L but their response was removing the meter in May 2017.

LEGAL ANALYSIS AND CONCLUSION

In this administrative proceeding, the petitioner bears the burden of proof by a preponderance of the competent, credible evidence. 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 this case, One Stop must prove by a preponderance of the evidence that JCP&L's billing for the unauthorized usage was inappropriate.

Ron argues that One Stop should not be responsible for the disputed charges because it could not occupy The Premises during at least a portion of the lease. In support of this argument, he relies upon the Certificate of Inspection and CCO introduced at the hearing. The Certificate of Inspection was issued on December 14, 2016. The CCO was issued on December 13, 2016, however, it noted an Occupancy date of August 22, 2016. Ron argues that One Stop could not legally occupy The Premises before the issuance of these documents and thus should not be held

responsible for the unauthorized usage. Based on the evidence presented at hearing and the provisions of the Company's Tariff, however, this argument must fail.

JCP&L's Tariff broadly defines an end user as "[a] person who receives, uses or consumes service. An end user may or may not be a customer as defined herein." Here, One Stop's usage of The Premises prior to the issuance of the Certificate of Inspection and CCO meets that definition. Ron acknowledged that immediately after entering into the lease in August 2016, that One Stop used The Premises to store office furniture and supplies. All prior to the dates that the Certificate of Inspection and CCO were issued. As such, contrary to Ron's argument, One Stop was using The Premises, and thus JCP&L's electric service, prior to the date that the Certificate of Inspection and CCO were issued. This usage renders One Stop an end user of the unauthorized service during this period. JCP&L's Tariff does not require that a certain level or type of "use" occur before a person is considered an end user. JCP&L's Tariff does not require a person to have the legal right to occupy The Premises during the time the unauthorized usage occurred. It requires only that the person being held responsible either be an end user, by having "receiv[ed], use[d] or consume[d] service," or a beneficiary by being "[t]he person, corporation or the entity financially benefitting from the service".

The evidence presented at hearing also demonstrates that One Stop continued to utilize the unauthorized electric service between the time that the Certificate of Inspection and CCO were issued until the service was disconnected. Ron acknowledged that One Stop began operating at The Premises in January 2017. Furthermore, Ron testified that he contacted JCP&L on numerous occasions regarding the service and that he was present when the meter was removed from The Premises on May 17, 2017.

Ron also argues that One Stop should not be held responsible for the unauthorized usage because he claims that One Stop's landlord was the one that tampered with the JCP&L's meter. Even if true, it is irrelevant to the analysis required in this case. JCP&L's Tariff contains several provisions related to unauthorized service, including a specific provision regarding tampering with the company's facilities. But a

determination as to whom, if anyone, specifically tampered with the JCP&L's facilities is not necessary to support charges for unauthorized usage. Section 2.07 of JCP&L's Tariff does not require such a determination. Nor do the definitions of beneficiary or end user.

Here, JCP&L's investigation revealed that One Stop was the leaseholder at The Premises when the unauthorized usage occurred, and that One Stop attempted to establish service with JCP&L immediately prior to that time. Under JCP&L's Tariff, that information alone was enough for JCP&L to properly hold One Stop responsible for the usage. The evidence presented on behalf of One Stop does not demonstrate otherwise. I therefore **CONCLUDE** that JCP&L's billing to One Stop for the unauthorized usage in the amount of \$734.96 was appropriate.

ORDER

It is therefore **ORDERED** that the relief sought by petitioner is **DENIED** and the action filed by petitioner is **DISMISSED**.

It is further **ORDERED** that the amount due to JCP&L by the petitioner as of the date of this hearing was \$734.96 which shall be paid forthwith.¹

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.

¹ The parties may enter into a repayment schedule pursuant to N.J.A.C. 14:3-7.7.

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.



November 4, 2019
DATE

JEFFREY R. WILSON, ALJ

Date Received at Agency:

November 4, 2019

Date Mailed to Parties:

November 4, 2019

JRW/tat

APPENDIX

LIST OF WITNESSES

For Petitioner:

Katherine Simone
Ronald Simone, Jr.

For Respondent:

Amy J. Gibbs

LIST OF EXHIBITS

For Petitioner:

- P-1 Certificate of Inspection, dated December 14, 2016
- P-2 Proposal – NJ Real Estate Pros, LLC, dated February 5, 2016
- P-3 Tenancy Summons and Return of Rervice – Docket No. MID-LT-6755-17, dated July 28, 2017
- P-4 Handwritten notes, undated
- P-5 E-mails and correspondence, various dates
- P-6 Email pages
- P-7 E-mail, undated
- P-8 E-mail, dated December 30, 2016
- P-9 E-mails, dated December 29, 2016
- P-10 E-mail, dated August 11, 2016
- P-11 Better Business Bureau Complaint Corm, undated / unsigned
- P-12 E-mail, dated May 8, 2017, and E-mail, dated February 27, 2017
- P-13 Letter to Governor Christie, undated / unsigned
- P-14 Handwritten notes, undated
- P-15 E-mails, various dates
- P-16 JCP&L door hang-tag, dated May 17, 2017

P-17 Supplemental documents, various dates

For Respondent:

- R-1 JCP&L's Verified Answer, dated September 26, 2018
- R-2 Meter Work Notification, dated August 18, 2016
- R-3 JCP&L's Tariff, Section 5 – Customer's Installation
- R-4 Meter Work Notification, dated May 10, 2017
- R-5 JCP&L door hang-tag, dated May 17, 2017
- R-6 Invoices related to rebill for subject property, dated for service provided March 4, 2015, through May 17, 2017
- R-7 One Stop Realty Shop lease agreement, commencing August 15, 2016, and ending August 14, 2018
- R-8 JCP&L's Tariff, Section 2 – Service Applications, Agreements and Contracts
- R-9 JCP&L's Tariff – General Information / Definitions