



Agenda Date: 9/13/12

Agenda Item: VIIB

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

CUSTOMER ASSISTANCE

LOUIS P. McFADDEN, JR.,
Petitioner

V.

ATLANTIC CITY ELECTRIC COMPANY,
Respondent

) ORDER ADOPTING INITIAL
) DECISION SETTLEMENT
)
)
)
) BPU DOCKET NO. EC10070444U
) OAL DOCKET NO. PUC 6762-11

Parties of Record:

Louis P. McFadden, Jr., Petitioner, appearing *pro se*
Philip J. Passanante, Esq., for Respondent

BY THE BOARD:

On July 2, 2010, Louis P. McFadden, Jr. ("Petitioner") filed a petition with the Board of Public Utilities ("Board") challenging bills for electric service rendered by Atlantic City Electric Company ("Respondent").

After receipt of Respondent's answer, this matter was transmitted to the Office of Administrative Law ("OAL") for hearing as a contested case and the matter was assigned to Administrative Law Judge ("ALJ") W. Todd Miller.

While the 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 on July 24, 2012. By Initial Decision, to which the Agreement was attached and made part thereof, issued on July 25, 2012, and submitted to the Board on August 1, 2012, ALJ Miller 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, and in order to fully resolve this matter, the parties agreed that:

With regard to the Oberon Avenue property balance, Petitioner will pay approximately \$1,374.41 (final amount to be determined following a review of the Account records). Respondent will collect this balance by imposing an "Additional Payment" of \$100.00 on Petitioner's current monthly bill until the balance is paid in full. Petitioner has agreed upon execution of this settlement to implement an automatic withdrawal through Respondent for the monthly service charges, plus the \$100.00.

During this period, if Petitioner fails to make any monthly payment by the due date, Respondent has agreed to take action to hold the account at Petitioner's current residence, manually review that account each month, and not issue any shut-off notice until such time as contact is made with Petitioner, and he is given three days grace period to pay the monthly service bill plus the agreed \$100.00.

Once the balance is paid off, Respondent will no longer manually review the account at Petitioner's current residence each month for monthly payments and failure by Petitioner to make timely payments may result in the issuance of shut-off notices and ultimately disconnection.

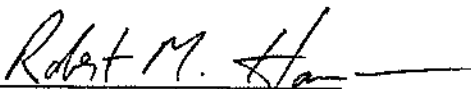
The terms of the Agreement apply to any other principal residence of Petitioner in the event that he transfers Respondent's services to another property serving as his principal residence during the term of the Agreement. In such event, no additional deposit requirements or conditions shall be imposed upon the Petitioner or be assessed against his account.

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

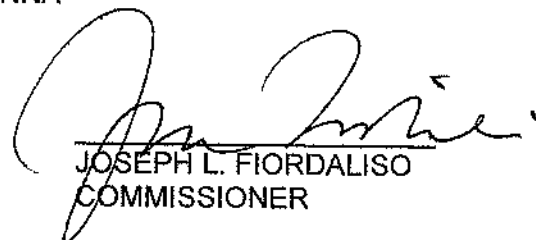
Accordingly, the Board HEREBY ADOPTS the Initial Decision and the Stipulation of Settlement executed by the parties in their entirety as if fully set forth herein.


DATED: 9/13/12

BOARD OF PUBLIC UTILITIES
BY:


ROBERT M. HANNA
PRESIDENT


JEANNE M. FOX
COMMISSIONER


JOSEPH L. FIORDALISO
COMMISSIONER

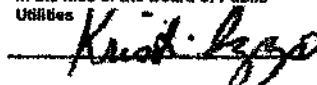

NICHOLAS ASSELTA
COMMISSIONER


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



LOUIS P. MCFADDEN, JR.

V.

ATLANTIC CITY ELECTRIC COMPANY

BPU DOCKET NO. EC10070444U

OAL DOCKET NO. PUC 6762-11

SERVICE LIST

Louis P. McFadden Jr., Esq.
222 New Road
Central Park East Suite 307
Linwood, New Jersey 08221

Philip Passanante, Esq.
Atlantic City Electric Company
500 Wakefield Drive
P.O. Box 6066
Newark, DE 19714-6066

Eric Hartsfield, Director
Julie Ford-Williams
Division of Customer Assistance
44 South Clinton Avenue
P.O. Box 350
Trenton, New Jersey 08625

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

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

NJ BPU
MAILROOM

NJ BPU
CASE MANAGEMENT

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 6762-11

AGENCY REF. NO. EC100704424

LOUIS P. McFADDEN, JR.,

Petitioner,

v.

ATLANTIC CITY ELECTRIC COMPANY,

Respondent.

Louis P. McFadden, Jr., petitioner, pro se

Pamela J. Scott, Esq., for respondent

Record Closed: July 25, 2012

Decided: July 25, 2012

BEFORE W. TODD MILLER, ALJ:

This matter was transmitted to the Office of Administrative Law on June 14, 2011, for determination 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.

The parties have agreed to a settlement and have prepared a Settlement Agreement indicating the terms thereof, which is attached and fully incorporated herein.

I have reviewed the record and the terms of settlement and I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures, and as placed on the record on February 2, 2012.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

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

July 25, 2012
DATE



W. TODD MILLER, ALJ

Date Received at Agency: _____

Date Mailed to Parties: _____

7/30/12

/sd



A PHi Company

Pamela J. Scott
Assistant General Counsel

92DC42
500 N. Wakefield Drive
Newark, DE 19702

P.O. Box 6086
Newark, DE 19714-6066

302.429.3143 – Telephone
302.429.3601 – Facsimile
pjscott@papcoholdings.com

July 24, 2012

VIA FACSIMILE

The Honorable William T. Miller
State of New Jersey
Office of Administrative Law
1601 Atlantic Avenue, Suite 601
Atlantic City, NJ 08401

Re: McFadden v. Atlantic City Electric Company
OAL Docket No. PUC-06762-2011 S

2012 JUL 25 A 7:38

Dear Judge Miller:

In connection with the above-referenced Docket, please be advised that the parties have reached a settlement of this matter. In that regard, attached is a copy of the executed Stipulation of Settlement. In light of the settlement of this matter, there will be no need for an in person settlement conference tomorrow morning.

Thank you for your attention to this matter.

Very truly yours,

Pamela J. Scott

NJ BPU
MAILROOM

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Attachment

cc: Louis P. McFadden, Jr., Esquire (w/attachment)

WHEREAS, in 2009, a deferred payment arrangement was established for Petitioner, however, Petitioner's service was disconnected following notice when he failed to pay his monthly bill including the amount agreed to under the DPA. The DPA was reset for Petitioner numerous times; and

WHEREAS, by letter dated July 14, 2010, Petitioner filed a written complaint with the New Jersey Board of Public Utilities (herein, the "Board"), Docket No. EC1007044U pertaining to the Oberon Avenue charges and the dispute over application of those charges to service conditions at Petitioner's subsequent residences (the "BPU Complaint"); and

WHEREAS, the BPU Complaint was transferred by the Board to the Office of Administrative Law (Atlantic City vicinage) (the "OAL") and was assigned Docket No. PUC06762 2001 S (the "OAL Complaint"). The BPU Complaint and OAL Complaint are sometimes collectively referred to herein as the "Complaint"; and

WHEREAS, the Parties have come to a complete and final agreement as to the resolution of the Complaint.

NOW, THEREFORE, Petitioner and ACE, in consideration of their mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, agree as follows:

1. Beginning with ACE's August 2012 bill for electric service on the Account, Petitioner has agreed to a payment schedule to pay down the outstanding balance due for services provided to Oberon Avenue in the amount of approximately \$ 1,374.41, such final amount due to be determined by the parties following a review of the Account records (the "Balance"), as follows: Petitioner will pay ACE an additional \$100.00 per month on his monthly bill for the Account by the due date printed on each bill ("Additional Payment"), until the Balance is paid in full. Petitioner has agreed upon execution of this Stipulation to implement an automatic withdrawal through ACE for the monthly service charges, plus the \$100.00. During the period that this Stipulation is in effect, if ACE does not receive any monthly payment by the due date, Respondent has agreed to take action to hold the Account, manually review the Account each month and not issue any shut-off notice until such time as contact is made with the Petitioner, and he is given three days grace period to pay the monthly service bill, plus the agreed \$100.00 payment. Once the Balance has been paid, ACE will no longer manually review the Account each month for monthly payments and failure to make timely payments may result in the issuance of shut-off notices and ultimately disconnection.

2. The terms of this Agreement shall apply to any other principal residence of Petitioner in the event that he transfers ACE services to another property serving as his principal residence during the term of this Agreement, and, in such event, no additional deposit requirements or special conditions shall be imposed upon the Petitioner or be accessed against his account.

3. This Stipulation of Settlement is entered into as an accord and satisfaction of a disputed claim and is not to be interpreted or construed as an admission by either Party regarding the liability, or lack thereof, of any Party concerning the Complaint.
4. Each of the Parties to this Stipulation of Settlement affirms and acknowledges that (a) a Party, or representative of the Party, with the authority to execute this document, has read and understands this Stipulation of Settlement; (b) the terms of this Stipulation of Settlement and the effects thereof have been fully explained to the Party or its representative; (c) the Party or Party's representative fully understands each term of this Stipulation of Settlement and its effect and has had an opportunity to confer with counsel; and (d) no Party has relied on any statement, representation or inducement (whether material, false, negligently made or otherwise) with respect to said Party's decision to execute this Stipulation of Settlement.
5. This Stipulation of Settlement contains the entire understanding and agreement of the Parties with respect to the subject matter contained herein; supersedes all prior oral or written understandings and agreements relating hereto; and shall not be altered, modified, amended or waived, in whole or in part, except in writing signed by duly authorized representatives of the Parties hereto.
6. This Stipulation of Settlement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns, provided however, that Petitioner cannot assign or delegate its obligations hereunder without the written consent of ACE.

ATLANTIC CITY ELECTRIC**PETITIONER**By: 

Philip J. Passanante, Esq.
Assistant General Counsel
Atlantic City Electric Company
500 Wakefield Drive
P.O. Box 6066
Newark, Delaware 19714-6066
(302) 429-3105

Dated:

By: 

Louis P. McFadden, Jr., Pro Se
231 W Seaview Avenue
Linwood, New Jersey 08221
(609) 601-2330

Dated: 7/24/2012

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ATLANTIC CITY ELECTRIC COMPANY, NJ BUREAU MAIL ROOM

LOUIS P. MCFADDEN, JR.

Petitioner,

v.

ATLANTIC CITY ELECTRIC COMPANY,

Respondent.

STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

OAL Docket No. PUC06762 2001 S
BPU Docket No. EC1007044U

STIPULATION OF SETTLEMENT

The undersigned *pro se* Petitioner, Louis P. McFadden, Jr. (herein, "Petitioner"), and Respondent, Atlantic City Electric Company (herein, "ACE") through its undersigned counsel, hereby stipulate that, as of this 24th day of July, 2012, the following is an agreed settlement by and between the parties hereto in connection with the above-captioned matter. (Petitioner and Respondent will be collectively referred to herein as the "Parties.")

WHEREAS, ACE currently provides electric service to Petitioner at his residence located at 231 W Seaview Avenue, Linwood, New Jersey 08221, Atlantic City Electric Company Account No. 1040 [REDACTED] (the "Account"); and

WHEREAS, Petitioner has disputed receiving disconnect notices on the Account for an outstanding balance due to ACE for services provided to his former residence in 2007 located at 2506 Oberon Avenue, Longport, New Jersey 08403 ("Oberon Avenue"); and

WHEREAS, ACE has acknowledged that it failed to send the Petitioner a bill for electric services provided to the Oberon Avenue property for several years during which unbilled period no payment for electric service was made by Petitioner, resulting in a back billing by ACE to the Petitioner of over \$6,000.00 in 2008, and

WHEREAS, the parties agreed to settle the alleged back billing amount by the payment of \$100.00 per month, in addition to Petitioner's monthly electric service charges, but the parties continued to dispute ACE's implementation of shut-off notices, and one actual service shut-off for non-payment of the monthly service charge, based upon Petitioner's refusal to pay the entire back billed balance in one lump sum, and

WHEREAS, the Petitioner has continued to pay the agreed upon \$100.00 per month for each month since 2008, and on one occasion paid \$500; and