



and presented a copy of the signed agreement which was read into the record. By its terms, the Petitioners' responsibilities are as follows:

- a) Petitioners will seek to re-enroll their account with the State of New Jersey for USF benefits immediately. The account must be re-enrolled and receiving benefits by December of 2012.
- b) Petitioners will seek out any additional funding or grant monies available. Respondent will provide Petitioners some information and resources to contact in that regard. Specifically, Petitioners will contact Comfort Partners who can review Petitioners' home for energy efficiency and possibly assist Petitioners with making their home more energy efficient.
- c) Petitioners will pay Respondent the amount of \$200 on November 4, 2012. This amount will be applied towards Petitioners' September 2012 bill.
- d) Beginning December 4, 2012 and continuing every month thereafter until the balance is brought current, Petitioners will pay Respondent \$150.00 per month by the 4th of each month. This amount assumes that Petitioners' account will re-enroll with USF by December and that USF will also contribute \$150.00 per month beginning in December and continuing until the balance is brought current.
- e) Petitioners will review their bill every month to ensure accuracy. If Petitioners are physically unable to review their bill, they will seek assistance from a friend or family member. In the event there is something on the bill they do not understand, they should contact Judy Rogzinski of Atlantic City Electric's Customer Relations Department at 856-351-7812. If Judy is unavailable, another Customer Relations Analyst can also assist.
- f) Petitioners will also look into automatic debit or withdraw of \$150.00 per month. It was agreed that if Petitioners are having difficulty with their health, this would assist them in ensuring that payment was made timely each month.
- g) While Petitioners have appeared for trial pro se and without the assistance of counsel, Petitioners are having an attorney review this agreement on their behalf.

The Respondents are responsible under the agreement for the following: <sup>1</sup>

- h) ACE will agree to work with Petitioners if Petitioners are late in a given month or confused about their billing. ACE will allow two (2) late payments per year.
- i) As long as Petitioners are meeting the responsibilities set forth above, ACE will not disconnect Petitioners' electric service.

On October 15, 2012, ALJ Tyner issued an Initial Decision approving the settlement, finding that it was voluntarily agreed to by the parties and disposed of all issue in accordance with N.J.A.C. 1:1-19.1.

### DISCUSSION

After review and consideration of the entire record, while the Board **HEREBY ADOPTS** the finding by ALJ Tyner that the settlement was entered into voluntarily, the Board **HEREBY REMANDS** the matter for clarification concerning the issues detailed below.

Paragraph "d" of the agreement sets forth Petitioners' payment obligation under the settlement. Petitioners are required to submit to ACE a monthly payment of \$150 commencing December 4,

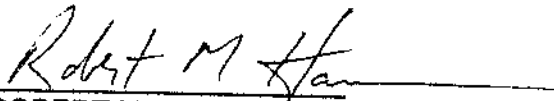
<sup>1</sup> While the settlement identifies Respondent's responsibilities as "a" and "b," they have been relabeled as "h" and "i" under this Order to prevent confusion by duplication of references contained in the settlement.


2012, until the \$4,331.99 balance is satisfied. The language also assumes an additional monthly payment from USF of \$150.00 for a total monthly payment of \$300. (Tr. 10:18-19).<sup>2</sup> However, the agreement fails to specify the financial implications if Petitioners' application for USF is denied or if they are otherwise unable to secure additional funding or grant monies as contemplated under paragraph "b." The agreement also fails to specify the sufficiency or proof required by Petitioners to show that they have sought or are seeking additional funding, and are thus "meeting the responsibilities" of the agreement as required under paragraph "i."

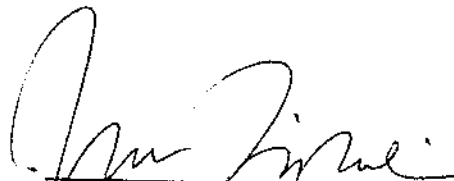
Accordingly, the Board **HEREBY REMANDS** this matter to the Office of Administrative Law for amendment of the settlement to allow for conclusive resolution of these contingencies or alternatively, for a hearing if those matters cannot be resolved.


DATED: 12/19/12

BOARD OF PUBLIC UTILITIES  
BY:

  
ROBERT M. HANNA  
PRESIDENT

  
JEANNE M. FOX  
COMMISSIONER

  
JOSEPH L. FIORDALISO  
COMMISSIONER

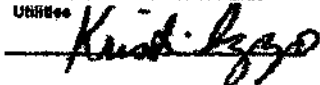
  
NICHOLAS ASSELTA  
COMMISSIONER

  
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



<sup>2</sup> The transcript of the October 15, 2012 proceeding before ALJ Tyner is referred to as "Tr."

LINDA AND RON TAYLOR

V.

ATLANTIC CITY ELECTRIC COMPANY

BPU DOCKET NO. EC10090656U  
OAL DOCKET NO. PUC13370-10

SERVICE LIST

Linda and Ron Taylor  
128 Newport Road  
Sicklerville, New Jersey 08081

Renee Suglia, Esq.  
Atlantic City Electric Company  
800 King Street  
Wilmington, Delaware 19899

Eric Hartsfield, Director  
Julie Ford-Williams  
Division of Customer Assistance  
Board of Public Utilities  
44 South Clinton Avenue, 9<sup>th</sup> Floor  
Post Office 350  
Trenton, New Jersey 08625

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

*find 10/22/12*

REC'D

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CASE MANAGEMENT



**State of New Jersey**  
OFFICE OF ADMINISTRATIVE LAW

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**INITIAL DECISION**

**SETTLEMENT**

OAL DKT. NO. PUC 13370-10

AGENCY DKT. NO. EC10090656U

**LINDA AND RON TAYLOR,**

Petitioner,

v.

**ATLANTIC CITY ELECTRIC COMPANY,**

Respondent.

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**Linda Taylor**, petitioner, pro se

**Renee Suglia**, Esq., for respondent

Record Closed: October 15, 2012

Decided: October 15, 2012

BEFORE **DAMON G. TYNER**, ALJ:

This matter was transmitted to the Office of Administrative Law on December 2, 2010, 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 October 15, 2012.

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- 2. The settlement fully disposes of all issues in controversy and is consistent with the law.

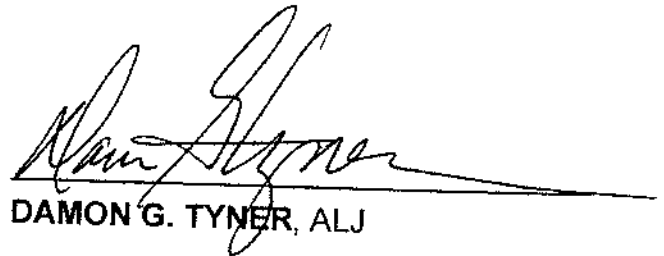
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I **CONCLUDE** that this agreement meets the requirements of N.J.A.C. 1:1-19.1 and that the settlement should be approved. I approve the settlement and therefore **ORDER** that the parties comply with the settlement terms and that these proceedings 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.

October 15, 2012  
 \_\_\_\_\_  
 DATE

  
 \_\_\_\_\_  
 DAMON G. TYNER, ALJ

Date Received at Agency:

Date Mailed to Parties:

\_\_\_\_\_  
 10/18/12  
 \_\_\_\_\_

/sd

<p>RONALD &amp; LINDA TAYLOR,  Petitioners,  v.  ATLANTIC CITY ELECTRIC CO.,  Respondent.</p>	<p>STATE OF NEW JERSEY  OFFICE OF ADMINISTRATIVE LAW  OAL DKT. NO. PUC-13370-10  AGENCY DKT. NO. EC100090656U</p> <p>RECEIVED  OCT 22 PM 12 02  NJ BPU  MAILROOM</p>
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**SETTLEMENT AGREEMENT**

IT IS ON THIS 15<sup>th</sup> day of October, 2012, SET FORTH AS FOLLOWS:

WHEREAS:

1. Respondent, Atlantic City Electric Company ("ACE"), is a regulated public utility in the State of New Jersey.
2. Petitioners, Ronald and Linda Taylor ("Petitioners"), are customers of ACE at 128 Newport Rd., Turnersville, NJ 08012.
3. Petitioners filed a petition against Respondent alleging a billing complaint against Respondent which included complaints about Universal Service Fund ("USF") and Fresh Start (APP) which are utility assistance programs run by the State of New Jersey.
4. As of October 15, 2012, the balance due on Petitioners' account is \$4,331.99.
5. In order to settle this matter amicably with Petitioners, ACE and Petitioners agree as follows:

Petitioner's Responsibilities:

- a. Petitioners will seek to re-enroll their account with the State of New Jersey for Universal Service Fund (USF) benefits immediately. The account must be re-enrolled and receiving benefits by December of 2012.
- b. Petitioners will seek out any additional funding or grant monies available. Respondent will provide Petitioners some information and resources to contact in that regard. Specifically, Petitioners will contact Comfort Partners who can review Petitioners home for

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energy efficiency and possibly assist Petitioners with making their home more energy efficient.

- c. Petitioners will pay Respondent the amount of \$200 on November 4, 2012. This amount will be applied towards Petitioners' September 2012 bill.
- d. Beginning December 4, 2012 and continuing every month thereafter until the balance is brought current, Petitioners will pay Respondent \$150.00 per month by the 4<sup>th</sup> of each month. This amount assumes that Petitioners account will re-enroll with USF by December and that USF will also contribute \$150.00 per month beginning in December and continuing until the balance is brought current.
- e. Petitioners will review their bill every month to ensure accuracy. If Petitioners are physically unable to review their bill, they will seek assistance from a friend or family member. In the event there is something on the bill they do not understand, they should contact Judy Rogozinski of Atlantic City Electric's Customer Relations Department at 856-351-7812. If Judy is unavailable, another Customer Relations Analyst can also assist.
- f. Petitioners will also look into automatic debit or withdraw of the \$150.00 per month. It was agreed that if Petitioners are having difficulty with their health, this would assist them in ensuring that payment was made timely every month.
- g. While Petitioners have appeared for trial pro se and without the assistance of counsel, Petitioners are having an attorney review this agreement on their behalf.

Respondent's Responsibilities:

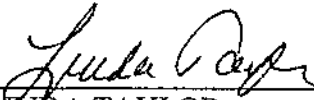
- a. ACE will agree to work with Petitioners if Petitioners are late in a given month or confused about their billing. ACE will allow two (2) late payments per year.
- b. As long as Petitioners are meeting the responsibilities set forth above, ACE will not disconnect Petitioners' electric service.



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We agree to the above in form and substance.

**PETITIONER, LINDA TAYLOR**

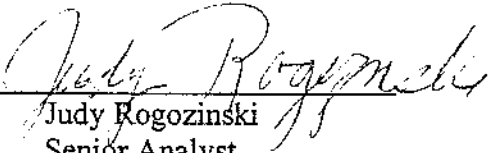
  
\_\_\_\_\_  
LINDA TAYLOR

DATED: 10/15/12  
**PETITIONER, RONALD TAYLOR**

  
\_\_\_\_\_  
LINDA TAYLOR AS AGENT OF RONALD TAYLOR DUE TO MEDICAL  
NECESSITY

DATED: 10/15/12

**RESPONDENT, ATLANTIC CITY ELECTRIC COMPANY**

By:   
\_\_\_\_\_  
Judy Rogozinski  
Senior Analyst  
5100 Harding Highway  
Mays Landing, NJ 08033  
(856) 351-7812