



Agenda Date: 3/18/15
Agenda Item: VIIA

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

CUSTOMER ASSISTANCE

FRANK COMPANIES, LLC)	ORDER ADOPTING
Petitioner)	INITIAL DECISION AND
)	MODIFYING IN PART
V.)	
)	
ATLANTIC CITY ELECTRIC COMPANY)	BPU DOCKET NO. EC14010101U
Respondent)	OAL DOCKET NO. PUC 08000-14

Parties of Record:

Christina A. Vegara, Esq., on behalf of Petitioner, Frank Companies, LLC
Renee E. Suglia, Esq., on behalf of Respondent, Atlantic City Electric Company

BY THE BOARD:

On January 29, 2014, Frank Companies, LLC (“Petitioner”) filed a Petition with the Board of Public Utilities (“Board”) requesting a formal hearing related to a billing dispute involving two accounts with Atlantic City Electric Company (“Respondent”) for services.

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”) W. Todd Miller.

While this matter was pending at the OAL, the parties engaged in negotiations and executed a Settlement Agreement (“Settlement”) that was submitted to the ALJ. The material terms of Settlement required Petitioner to pay Respondent \$329,257.49 on the account ending in 9945, and \$28,409.79 on the account ending in 9942. ACE agreed to credit \$120,000 to the account ending in 9945, and credit \$16,000 to the account ending in 9942. For the remaining balances due of \$209,257.49 and \$12,409.79, respectively, Petitioner agreed to an installment plan of approximately \$2,113 per month on account 9945 and \$125 per month on account 9942 for a period of ninety-nine (99) years.

By Initial Decision issued on January 28, 2015, and submitted to the Board on February 4, 2015, to which the Settlement was attached and made a part thereof, the ALJ found that the Settlement 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.

Subsequent to issuance of the Initial Decision, the parties submitted a letter dated February 10, 2015 to the Board referencing an error in the Settlement. The letter, signed by the attorneys for both parties, references Settlement paragraphs 1 and 2, which provides that the Respondent would pay the sums for a "ninety-nine year period." However, the parties stated that this was a typographical error, and the term agreed upon was instead ninety-nine months with all other terms being correct. The Board considers the February 10, 2015 letter to be a joint request to modify the repayment period term in the Settlement due to an alleged error of fact pursuant to N.J.A.C. 14:1-8.4 and N.J.A.C. 14:1-8.6(a)(1). The Board incorporates the letter within the case record as additional evidence reflecting a request to modify a term of Settlement consistent with N.J.A.C. 14:1-8.6(a)(2). The Board notes that the letter was submitted to correct the payment term reflected in the Settlement and that the letter was signed by both parties. Pursuant to N.J.A.C. 14:1-8.6(b), the Board orders a modification of the repayment term, as described below.

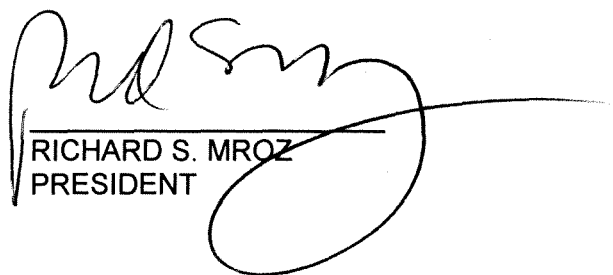
The Board **HERBY FINDS** that the parties have voluntarily agreed to the Settlement and modification as evidenced by their signatures, and by those terms they have fully resolved all contested issues. Accordingly, the Board **HERBY ADOPTS** the Initial Decision Adopting Settlement and **HERBY MODIFIES** the Initial Decision, reflecting that the Board approves a repayment period term of ninety-nine (99) months with all other terms of Settlement remaining applicable as a fair and reasonable resolution of contested issues consistent with the requirements of N.J.A.C. 1:1-19.1.


This Order shall be effective on April 1, 2015.

DATED: 3/18/15

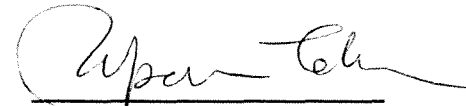
BOARD OF PUBLIC UTILITIES
BY:

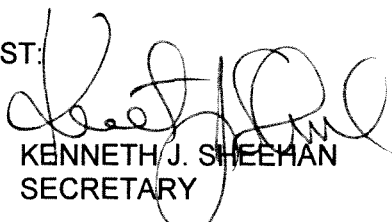

JOSEPH L. FIORDALISO
COMMISSIONER

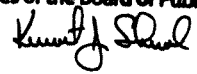

RICHARD S. MROZ
PRESIDENT


MARY-ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER

ATTEST:

KENNETH J. SHEEHAN
SECRETARY

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


FRANK COMPANIES, LLC, PETITIONER

V.

ATLANTIC CITY ELECTRIC COMPANY, RESPONDENT

BPU DOCKET NO. EC14010101U
OAL DOCKET NO. PUC 08000-14

SERVICE LIST

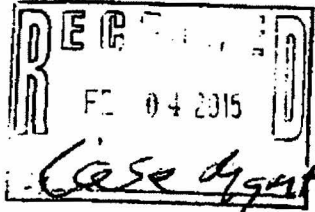
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STATE OF NEW JERSEY
OFFICE OF ADMINISTRATIVE LAW

State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 8000-14

AGENCY DKT. NO. EC14010104

EC14010104

FRANK COMPANIES, LLC.

Petitioner,

v.

ATLANTIC CITY ELECTRIC COMPANY

Respondent.

Renee E. Suglia, Esq., for Atlantic City Electric Company

Christina A. Vegara, Esq., for Frank Companies, LLC

Record Closed: January 6, 2015

Decided: January 28, 2015

BEFORE W. TODD MILLER, ALJ:

This matter was transmitted to the Office of Administrative Law on December 1, 2014, 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.

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.

January 28, 2015

DATE



W. TODD MILLER, ALJ

Date Received at Agency:

Date Mailed to Parties:

2-2-15

/jb

FRANK INVESTMENTS, INC., a/k/a
FRANK COMPANIES, LLC,

Petitioner,

-against-

ATLANTIC CITY ELECTRIC
COMPANY,

Respondent.

STATE OF NEW JERSEY
BOARD OF PUBLIC UTILITIES

BPU Docket Number EC14010101U
OAL Docket No. PUC 08000-14S

This Settlement Agreement is made on the 22 day of September, 2014 by and between ATLANTIC CITY ELECTRIC COMPANY, ("ACE"), a New Jersey Corporation, with a business address at 5100 Harding Highway, Mays Landing, New Jersey and FRANK INVESTMENTS, INC. ("Frank Investments"), a limited liability company with a business address at 6733 Black Horse Pike, Egg Harbor Township, NJ 08234. ACE and Frank Investments are sometime referred to herein as "the parties."

WHEREAS, Frank Investments is the owner and operator of certain commercial real property located at 6733 Black Horse Pike, Cardiff, NJ 08234; and

WHEREAS, ACE furnishes electric service to Frank Investments at the above-referenced address; and

WHEREAS, as a cumulative result of the prior unbilled charges on two accounts, Account #1314777-9945 and #1314777-9942, Frank Investments is indebted to ACE as of December 5, 2014 for electric service provided in the amount of Three Hundred Twenty-Nine Thousand Two Hundred Fifty-Seven dollars and Forty-Nine cents (\$329,257.49)(Account #1314777-9945) and Twenty-Eight Thousand Four Hundred and Nine dollars and Seventy-Nine Cents (\$28,409.79)(Account #1314777-9942); and

SETTLEMENT AGREEMENT

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December 18, 2014

NOW, THEREFORE, in consideration of the mutual covenants of the parties, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to enter into this Settlement and Installment Payment Agreement as follows:

1. ACE agrees to credit Account #1314777-9945 in the amount of \$120,000.00. Thereafter, Frank Investments agrees to pay the total remaining amount of **Two Hundred and Nine Thousand Two Hundred and Fifty-Seven dollars and Forty-Nine cents (\$209,257.49)** owed to ACE. ACE will allow repayment of this sum over a ninety-nine (99) year period as long as timely monthly payments are being made. Frank Investments will, starting with their next monthly bill, commence paying their current bill in full plus the repayment sum which will be approximately **Two thousand One Hundred and Thirteen dollars per month (\$2,113.00)**.

2. ACE agrees to credit Account #1314777-9942 in the amount of \$16,000.00. Thereafter, Frank Investments agrees to pay the total remaining amount of **Twelve Thousand Four Hundred and Nine dollars and Seventy-Nine cents (\$12,409.79)** owed to ACE. ACE will allow repayment of this sum over a ninety-nine (99) year period as long as timely monthly payments are being made. Frank Investments will, starting with their next monthly bill, commence paying their current bill in full plus the repayment sum which will be approximately **One Hundred and Twenty-Five dollars per month (\$125.00)**.

3. Installment payments will be billed on the Frank Investments' monthly statement along with charges for services rendered that month. Payments for both that month's installment payment as well as that month's current bill can be either made together or separate and should be included with that month's bill coupon and sent by the bill due date to ACE's P.O. Box.

SETTLEMENT AGREEMENT

Page 3 of 4

December 18, 2014

4. Frank Investments shall make timely payments as required by this Agreement. Should payments not be timely made, ACE reserves the right to revoke these payment arrangements and proceed with collection activity.

5. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective agents, representatives, successors and assigns.

6. The signatories warrant and represent that they are authorized to sign on behalf of the Parties to this Agreement.


7. The parties agree this document may be executed in counter parts, and that a facsimile or photocopy of the entire document bearing appropriate executions shall be deemed the same as the original document.

8. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

SETTLEMENT AGREEMENT


Page 4 of 4
December 18, 2014

IN WITNESS WHEREOF, the parties are executing this Settlement Agreement as of the
day and year first above written.

By: 
Name: GREG HAMPTON
Title: MGR
FRANK INVESTMENTS, INC.

Dated: 12/22/2014

**ATLANTIC CITY ELECTRIC COMPANY,
& PEPCO HOLDINGS, INC. COMPANY**

By: 
Agnes Carpenter
Lead Analyst, Customer Relations
Atlantic City Electric Company
5100 Harding Highway
Mays Landing, New Jersey 08330

Dated: