



Agenda Date: 8/19/15  
Agenda Item: VIIA

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
44 South Clinton Avenue, 9<sup>th</sup> Floor  
Post Office Box 350  
Trenton, New Jersey 08625-0350  
[www.nj.gov/bpu/](http://www.nj.gov/bpu/)

CUSTOMER ASSISTANCE

<b>KEVIN AND WHITNEY WITASICK,</b>	)	ORDER ADOPTING INITIAL
Petitioners	)	DECISION SETTLEMENT
	)	
v.	)	
	)	
<b>ATLANTIC CITY ELECTRIC COMPANY,</b>	)	BPU DOCKET NO. EC1311112U
Respondent	)	OAL DOCKET NO. PUC1143-14

**Parties of Record:**

**Kevin and Whitney Witasick**, Petitioners, appearing pro se  
**Pamela J. Scott, Esq.**, on behalf of Respondent, Atlantic City Electric Company

BY THE BOARD:

On November 15, 2013, Kevin and Whitney Witasick (“Petitioners”) filed a petition with the Board of Public Utilities (“Board”) requesting a formal hearing related to a billing dispute with Atlantic City Electric Company (“Respondent”) for utility services rendered by Respondent to Petitioners’ former residence located in Marlton, New Jersey (“Marlton Property”) and current residence located in Ocean City, New Jersey (“Ocean City Property”).

After the filing of Respondent’s answer and counterclaims for utility charges Respondent alleged were due and owing from Petitioners, 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 entered into and signed a Stipulation of Settlement (“Stipulation”) that was submitted to the ALJ. By Initial Decision issued on July 2, 2015, and submitted to the Board on July 9, 2015, to which the Stipulation was attached and made part thereof, ALJ Miller found that the Stipulation 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 Stipulation, and in order to fully resolve this matter in settlement of the petition filed by Petitioners and all claims and causes of action arising therefrom, the parties have reached agreements related to all outstanding issues related to the subject accounts and deposits.

Specifically, in the Stipulation dated July 2, 2015, the parties agreed that the outstanding amount due to Respondent for electric service provided at the Marlton Property was \$1730.70. The parties agreed that Respondent would credit Petitioners' account \$1100, the amount of a deposit being held by Respondent for the account on the Ocean City Property, and Petitioners would pay \$630.70, in full satisfaction of that balance.

The parties further agreed that once Petitioners made the \$630.70 payment referenced above, Respondent would remove the balance transferred from the Marlton Property to the Ocean City Property, in the amount of \$2696.77, from Petitioners' account. The parties further agreed that Petitioners would pay or provide proof of payment to Respondent in the amount of \$245.88, the amount of the January 2014 electric bill for the Ocean City Property, which would then bring Petitioners' account balance to zero.<sup>1</sup>

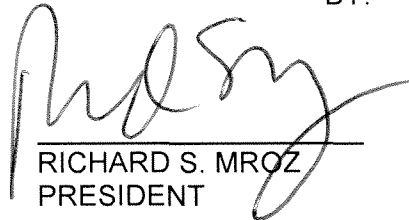
After review of the record and the Stipulation of the parties, the Board **HEREBY FINDS** that the parties have voluntarily agreed to the settlement as evidenced by their signatures and that by the terms of the Stipulation of Settlement, have fully resolved all outstanding contested issues in this matter.

Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and the Stipulation of Settlement executed by the parties in their entirety.

The effective date of this Order is August 29, 2015.

DATED: 8/19/15

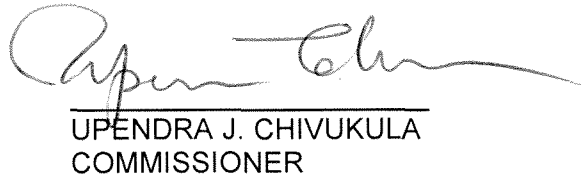
BOARD OF PUBLIC UTILITIES  
BY:

  
RICHARD S. MROZ  
PRESIDENT

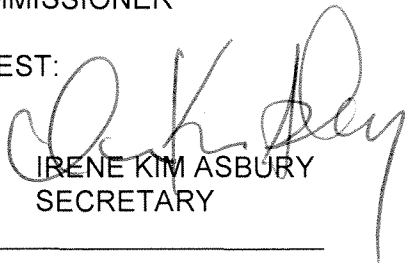
  
JOSEPH L. FIORDALISO  
COMMISSIONER

  
MARY-ANNA HOLDEN  
COMMISSIONER

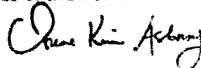
  
DIANNE SOLOMON  
COMMISSIONER

  
UPENDRA J. CHIVUKULA  
COMMISSIONER

ATTEST:

  
IRENE KIM ASBURY  
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>1</sup> This Order contains a summary of the terms of the Stipulation. Should the summary provided in this Order in any way conflict with the terms of the Stipulation, the terms of the Stipulation govern.

KEVIN AND WHITNEY WITASICK

V.

ATLANTIC CITY ELECTRIC COMPANY

BPU DOCKET NO. EC13111112U

OAL DOCKET NO. PUC 1143-14

SERVICE LIST

Kevin and Whitney Witasick  
219 Bay Road  
Ocean City, New Jersey 08206

Pamela J. Scott, Esq.  
Atlantic City Electric Company  
500 N. Wakefield Drive  
P.O. Box 6066  
Newark, Delaware 19714-6066

Eric Hartsfield, Director  
Julie Ford-Williams  
Division of Customer Assistance  
Board of Public Utilities  
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Post Office Box 350  
Trenton, New Jersey 08625-0350

Patricia A. Krogman, DAG  
Division of Law  
124 Halsey Street  
Post Office Box 45029  
Newark, New Jersey 07101-45029



RECEIVED

JUL 09 2015

BOARD OF PUBLIC UTILITIES  
MAIL ROOM

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

**INITIAL DECISION**

**SETTLEMENT**

OAL DKI. NO. PUC 1143-14

AGENCY DKT. NO. EC1311112U

**KEVIN AND WHITNEY**

**WITASICK,**

Petitioners

v.

**ATLANTIC CITY ELECTRIC CO.**

Respondent

*CMS*

**Kevin and Whitney Witasick, petitioners, pro se**

**Pamela J. Scott, Esq., for respondent, Atlantic City Electric Company (ACE)**

Record Closed: July 2, 2015

Decided: July 2, 2015

BEFORE **W. TODD MILLER, ALJ:**

This matter was transmitted to the Office of Administrative Law on January 29, 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.

*CMS*  
V. Haynes  
D-lee-Thoma  
E. Hartsfield  
J. Ford  
C. Jordan  
R. Lambert  
J. Gertsman  
E. Baslow  
C. Vachier

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 July 2, 2015.
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 2, 2015  
DATE

W. Todd Miller  
W. TODD MILLER, ALJ

Date Received at Agency:

7/9/15

Date Mailed to Parties:

\_\_\_\_\_

/jb

**KEVIN AND WHITNEY WITASICK,**

**Petitioners,**

**v.**

**ATLANTIC CITY ELECTRIC  
COMPANY,**

**Respondent.**

**STATE OF NEW JERSEY  
OFFICE OF ADMINISTRATIVE LAW**

**OAL Docket No. PUC01143-2014 S  
BPU Docket No. EC13111112U**

**STIPULATION OF SETTLEMENT**

The undersigned *pro se* Petitioners, Kevin and Whitney Witasick (herein, "Petitioners"), and Respondent, Atlantic City Electric Company (herein, "ACE") through its undersigned counsel, hereby stipulate that, as of this 2nd day of JULY, 2015, 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 Petitioners at their residence located at 219 Bay Road, Ocean City, New Jersey ("Ocean City Property"), through Atlantic City Electric Company Account No. 3747 7939 9970 (the "Ocean City Account"); and

WHEREAS, prior to establishing the Ocean City Account, Petitioners received electric service from Atlantic City Electric Company at their residence located at 9 Norrsken Drive, Marlton, New Jersey ("Marlton Property"); and

WHEREAS, Petitioners took issue with certain charges for electric service for the Marlton Property, as well as the amount of the deposit charged to establish the Ocean City Account; and

WHEREAS, by letter dated November 8, 2013, Petitioners filed a written complaint with the New Jersey Board of Public Utilities (herein, the "Board"), Docket No. EC13111112U pertaining to the charges for electric service for the Marlton Property and the deposit for the Ocean City Account (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. PUC01143-2014 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 and any and all claims or causes of action arising therefrom.

NOW, THEREFORE, Petitioners 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. ACE agrees to reduce the amount of the deposit required for the Ocean City Account from \$1,100.00 to \$350.00. *eliminate KW* If applicable, a deposit requirement will remain in effect for the Ocean City Account pursuant to the terms and conditions of ACE's Electric Tariff.

1. The Parties agree that the outstanding amount due to ACE for electric service provided at the Marlton Property is \$1,730.70.

2. The Parties agree that ACE will credit the Ocean City Account ~~\$750.00~~ *\$630.70 KW* representing the ~~reduction in the amount~~ *\$1100.00* of the required deposit. In addition, Petitioners will pay to ACE the amount of ~~\$980.70~~ *\$1100.00 KW* ("ACE Payment") representing the \$1,730.70 due to ACE for the Marlton Property less the ~~\$750~~ *\$750* credit for the deposit on the Ocean City Account.

3. Petitioners agree to pay the ACE Payment at the time that payment is due for their ~~January 2015~~ *July* 2015 electric bill for the Ocean City Account ~~which will be between February 18, 2015 and February 23, 2015~~ *which will be between August 23, 2015* ~~which will be on or before June 20, 2015~~. The ACE Payment will be a separate payment made by Petitioners to ACE to satisfy the terms of this Settlement Agreement and will be in addition to other charges due on the Ocean City Account for electric usage at the Ocean City Property. The ACE Payment will be made by Petitioners via credit card payment within the time period set forth herein. Once ACE has received the ACE Payment, ACE will proceed to credit the Ocean City Account in the amount of ~~\$750.00~~ *\$750* and will also remove from the Ocean City Account the transferred balance from the Norrskan Property in the amount of \$2,696.77. Assuming timely payment of the ACE Payment and payment of the outstanding balance on the Ocean City Account of \$247.19 for the January 2014 bill, the Ocean City Account will no longer have an outstanding balance due and so long as Petitioners continue to make timely payments for usage each month consistent with their monthly statements, their account balance will remain zero.

4. In the event that Petitioners do not make the ACE Payment within the timeframe outlined in Paragraph 4 hereof, the terms and conditions of this Stipulation of Settlement shall automatically become null and void and ACE may proceed to pursue collection of those amounts it determines to be due from Petitioners to ACE pertaining to electric services provided to the Marlton Property and the Ocean City Property.

*unless Petitioners provide ACE with proof of payment of the outstanding balance*

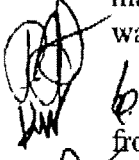
*Handwritten initials and numbers: #1100.00, #245.88, KW, and various signatures.*

*Handwritten initials and numbers: KW, #1100.00, and various signatures.*

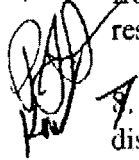
*Handwritten initials and numbers: KW and various signatures.*

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Petitioners hereby release ACE, its affiliates, successors and assigns and all of their shareholders, directors, officers, employees and attorneys of and from any and all manner of obligations, claims and causes of action arising out of, resulting from or in any way relating to the Complaint.

 6

ACE hereby releases Petitioners, their respective heirs, successors and assigns from any and all manner of obligations, claims and causes of action arising out of, resulting from, or in any way relating to the Complaint.

 7

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.

8. 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.

9. 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.

10. This Stipulation of Settlement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, successors and assigns, provided however, that Petitioners cannot assign or delegate their obligations hereunder without the written consent of ACE.

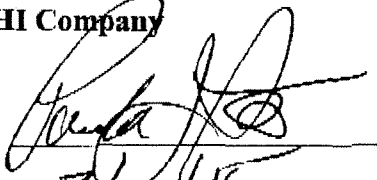
11. This Stipulation of Settlement may be executed in counterparts, each of which shall be an original and all of which when taken together shall constitute a single agreement with the same effect as if the signatures thereto and hereto were upon the same instrument. It is agreed that an original, photocopy or fax copy of a signature may serve as an original.

12. This Stipulation of Settlement has been entered into, is deemed to be performed in and is subject to the laws of the State of New Jersey.



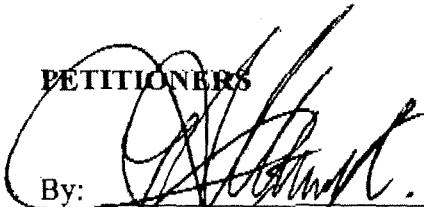
IN WITNESS WHEREOF, the parties hereto set their hands and seals the date and year hereof.

**ATLANTIC CITY ELECTRIC COMPANY,**  
**a PHI Company**


By: 

Date: 7/2/15

**PETITIONERS**


By:   
 Kevin Witasick

Date: 7/2/15

By:   
 Whitney Witasick

Date: 7/2/15

**ACKNOWLEDGED AND AGREED:  
PATCH & PRINCESS FAMILY TRUST**

By: 

Name: KEVIN WITASICK, Sr.

Date: 7/2/15

← 7/2/15