



STATE OF NEW JERSEY
Board of Public Utilities
Two Gateway Center
Newark, NJ 07102
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

NICHOLAS GEORGE,
Petitioner,

)
)

ORDER ADOPTING INITIAL
DECISION

ATLANTIC CITY ELECTRIC COMPANY AND
SOUTH JERSEY GAS COMPANY,
Respondents.

)
)
)

BPU DOCKET NO. EC07060408U/
GC07060409U
OAL DOCKET NO. PUC8038-07

(SERVICE LIST ATTACHED)

BY THE BOARD

Background and Procedural History

Mr. Nicholas George on June 21, 2007, ("Petitioner") filed a petition with the Board of Public Utilities ("Board"). Petitioner stated that in 1998, his corporation, NGC Developers, Inc. completed construction of a 116 unit condominium development, Lakeside Estates, located in Egg Harbor Township, New Jersey. Petitioner alleged that each unit was sold between 1999 and 2003, with the exception of one unit in which he retained ownership, 37 Baldwin Court. Petitioner contended the purchasers of each unit were advised to immediately transfer all billing information concerning utilities into their name. Petitioner further stated that upon closing each sale, he personally called each utility company to advise them of the transfer of title, and the associated billing changes.

Petitioner alleged that in 1999, South Jersey Gas Company ("SJG" or "Respondent") contacted him concerning outstanding balances for gas service for Lakeside Estates. Petitioner recounted a conversation with a SJG employee, in which Petitioner explained that title to the units in question were transferred by way of sale to third parties, and that SJG should have been informed by the new title holders. He believed that there were no further issues outstanding with SJG as a result of this conversation. However, Petitioner alleged that in June, 2003, SJG advised him that several gas accounts associated with Lakeside Estates were overdue.

Petitioner contended that SJG illegally transferred these outstanding balances to his personal account at 37 Baldwin Court. Subsequently, SJG suspended gas service to 37 Baldwin Court during the winter months, causing \$3,700.00 worth of damage to the premises as a result of frozen water pipes. As a result of the damages he was unable to sell this unit and lost approximately \$289,000.00 in depreciated market value in the property. In February, 2004, Petitioner settled his outstanding debt with SJG for the units in question. However, in August, 2005, he received another overdue notice from SJG for other Lakeside Estates accounts.

Petitioner also contended that in 2005, Atlantic City Electric Company ("ACE" or "Respondent") paralleled the actions of SJG concerning the Lakeside Estates electric accounts and illegally transferred all outstanding electric balances for certain units of Lakeside Estates to 37 Baldwin Court. Subsequently his electric service was suspended. Petitioner stated that his water pipes froze as a result of the termination of his electric service at 37 Baldwin Court, which resulted in damages in the amount of \$18,800.00. Also, Petitioner contended that ACE illegally transferred electric balances to his personal residences, located at 3310 & 3312 Asbury Avenue, Ocean City, New Jersey. He further stated that he intentionally made overpayments in regards to the Ocean City properties for utility services to avoid possible late payments. Petitioner alleged that ACE improperly applied the overpayments made on his personal accounts to the Lakeside Estates electric balances.

SJG, in its answer dated July 19, 2007, denied the allegations in Petitioner's petition. SJG stated there were no records indicating that Petitioner requested the transfer of certain accounts into the names of the unit owners. SJG advised Petitioner to provide documents to prove that the units were sold, when they were sold and to whom. SJG contended that Petitioner did not provide this information which resulted in the accounts remaining in the name of NGC Developers. SJG stated that, upon the filing of Petitioner's formal petition, the Company attempted to resolve the dispute by way of settlement. SJG issued adjustments reducing gas charges for eight units based on settlement sheets. SJG stated that Petitioner owed a total of \$3,003.70 for the eight units in question, but that he was not responsible for charges associated for ten other units in question. SJG removed the amounts billed for these units from Petitioner's bill. SJG advised Petitioner that he needed to provide settlement sheets and additional information for four remaining properties. SJG stated that the amount owed for these four properties was \$495.24. Thus, SJG concluded that Petitioner owed a balance totaling \$3,566.99 for the units in question.

ACE, in its answer dated August 17, 2007, denied Petitioner's allegations and stated that the company had no knowledge of the construction, sale, or ownership of any units within Lakeside Estates. ACE denied any knowledge regarding a transfer in the responsibility for the electric accounts. ACE admitted to transferring outstanding debts owed by Petitioner to 37 Baldwin Court, and that service was interrupted for non-payment. ACE noted that the Company was in full compliance with N.J.A.C. 14:3-7.2 concerning the transfer of the outstanding balance and the subsequent service discontinuance for non-payment. ACE denied knowledge of any damage that may have occurred at Petitioner's address as a result of service interruption. ACE stated that Petitioner's accounts showed no evidence of any alleged intentional overpayments. ACE maintained that Petitioner owed \$3,524.03 at the time of the company's response to the petition.

After the filing of Respondents' answers, the Board transmitted this matter to the Office of Administrative Law 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") Edgar R. Holmes.

ALJ Holmes held three plenary hearings in Atlantic City on May 18, 2009, August 10, 2009, and December 11, 2009. Prior to and during those hearings, Petitioner, SJG, and ACE executed a Case Management Order and a Stipulation of Facts which partially settled the issues in question. As a result, Petitioner paid \$1,783.49 to SJG with the understanding that if he prevailed on the stipulated credibility issue, he would be reimbursed from that sum up to the full amount. Petitioner also paid \$3,458.38 to ACE, of which \$1,530.10 remained in dispute. Petitioner would be reimbursed up to that amount if he prevailed on the credibility issues. The remaining issues to be considered included: 1) Whether ACE and SJG violated N.J.A.C. 14:3-7.2(b)7; 2) Whether Petitioner notified ACE and SJG when to shut off services in his name; and 3) Whether Petitioner disputed the bills in a timely manner which would require ACE and SJG to follow N.J.A.C. 14:3-7.6(b) and (c); and 4) What compensation would be available for Petitioner had the companies failed to adhere to the regulations in question.

ALJ Holmes stated that the parties agreed that the crux of this case revolved primarily around credibility issues. He summarized the relevant testimony as follows: In 1998, Petitioner who was incorporated as NGC Developers, Inc., began construction of Lakeside Estates. Petitioner began selling the units in 2002. Petitioner testified that he advised the utilities by personally calling the companies while settling each sale. Petitioner testified that he received gas and electric bills for the sold units and stated that he either gave the bills to the new owners or disregarded them, and that none of the buyers paid the gas and electric bills. Petitioner stated that some of the buyers may have illegally tampered with meters when asked about damaged or malfunctioning gas meters. ACE and SJG began transferring unpaid balances when the gas and electric bills remained unpaid. Petitioner testified that it became difficult to trace the balances back to their original sources due to the balance transfers.

On December 1, 2003, Petitioner had knee surgery, which led to complications with his heart resulting in a coronary artery bypass graft and he was not released from the hospital until December 24, 2003. Petitioner was incapacitated for an extended period of time, during which his brother maintained his mail. NGC Developers, Inc. was dissolved in 2004.

Petitioner was thereafter contacted by ACE in 2005, though Petitioner believed the employee from ACE to be a collection agent. He claimed that he was no longer responsible for the bills in question as they covered a period after the properties were sold. He believed that during an informal settlement conference between the Board, ACE, and himself, a judge was present. Petitioner believed this judge determined it was illegal for the utilities to shut off his services. Although Petitioner never received an order or any documentation from a judge and the utilities stated that no judge was present during the informal settlement conference, Petitioner maintained that a judge issued the above ruling in his favor.

Employees of ACE and SJG also testified at the hearing. Each Respondent discussed most, if not all, of the accounts in detail. Neither Respondent had any records of Petitioner calling in any information concerning the properties in dispute.

In his Initial Decision, ALJ Holmes determined that Petitioner was polite, friendly, and earnest, but that he could not prevail on the issue of credibility. Petitioner admitted that he either gave bills addressed to him to new owners or simply disregarded them. Petitioner appeared confused about when he met with various Respondent employees regarding the bills in question. Petitioner was also delayed in providing Respondents with details of when and to whom he sold the properties. Petitioner could not provide any proof that a judge had ruled in his favor concerning ACE and SJG having suspended his gas and electric services illegally. ALJ Holmes also concluded that Petitioner did not pay the undisputed charges as required by N.J.A.C. 14:3-7.6(a).

Thus, ALJ Holmes concluded that Petitioner was not entitled to reimbursement because he failed to notify the Respondents when they were to shut off the service to the disputed properties. Additionally, ALJ Holmes concluded that ACE and SJG did not violate N.J.A.C. 14:3-7.2(b)7 or N.J.A.C. 14:3-7.6(b) and (c). Based upon the foregoing, ALJ Holmes dismissed Petitioner's petition.

Exceptions

In his exceptions dated March 16, 2010, Petitioner stated the following: 1) ACE and SJG did not satisfy their burden of proof as to certain core issues that determined the outcome of this case; 2) ALJ Holmes' determination that ACE & SJG complied with the requirements of N.J.A.C. 14:3-7.2(b)(7) concerning bills rendered is incorrect because the bills in question lacked distinctive markings to indicate the method used to calculate each bill; 3) ALJ Holmes' finding that the testimony of ACE and SJG employees was more credible than that of Petitioner is incorrect; 4) ACE and SJG billing statements were legally deficient, 5) ACE and SJG should not have discontinued service while bills remained in dispute; and 6) ALJ Holmes erroneously placed the burden of proof upon Petitioner and not the utilities as is required by the Pre-hearing Order issued in this matter.

In its reply to Petitioner's exceptions, dated March 19, 2010, SJG stated that the Company has repeatedly provided Petitioner with factual support for each gas bill rendered. Petitioner disputed the Company's billings without providing any credible factual support to the company and failed to take any personal responsibility for failure to properly terminate his SJG accounts, nor did he mention any unauthorized gas usage at five of the properties in dispute. SJG contended that Petitioner's exceptions are no more than an attempt to reargue the same position, disguised by the argument that the Company failed to meet its burden of proof at hearing. Contrary to Petitioner's contentions, SJG asserted that the Company satisfied its burden of proof based on a methodical and thorough review of each disputed bill, including a review of each account's billing history. SJG denied Petitioner's claim that the Company failed to meet the requirements of N.J.A.C. 14:3-7.2(b)(7). SJG stated that Petitioner's argument that SJG's bills were "legally deficient" should therefore be rejected due to a lack of factual evidence to support such a claim.

SJG also contended that Petitioner incorrectly alleged that the Company improperly discontinued service at 37 Baldwin Court while the account was in dispute. Rather, SJG asserted that this account was not in dispute prior to the service being disconnected. Lastly, SJG stated that Petitioner did not meet his burden of establishing that ALJ Holmes' credibility determinations were arbitrary, capricious or unreasonable, pursuant to N.J.A.C. 1:1-18.6(c).

In its reply to Petitioner's exceptions, dated March 23, 2010, ACE reiterated that the Company was in full compliance with N.J.A.C. 14:3-7.2 concerning the balance transfer to Petitioner's personal account. ACE stated that Petitioner was directed to pay the undisputed portion of his electric bills, which he failed to do. ACE asserted that ALJ Holmes is the final arbiter of credibility at hearing, and agreed with SJG in requesting that the Board adopt ALJ Holmes' Initial Decision in its entirety.

Discussion

Petitioner claims he was unable to properly read Respondents' utility bills and that the transferring of balances between separate accounts is contrary to the requirements of N.J.A.C. 14:3-7.2(b)(7). Petitioner alleges that the term "distinct" as stated in N.J.A.C. 14:3-7.2(b)(7) requires that Respondents' bills specifically identify the account or accounts that were transferred. ALJ Holmes, on the other hand, interpreted "distinct" to refer to the kilowatt hours and therms, which are explained on the back of each bill. Even assuming that Petitioner could not determine what specific unpaid units he was being charged for, he could have easily asked the Respondents for a copy of the meter readings for each unit. In fact, Respondents provided Petitioner with billing statements for each of the disputed accounts and statements tracking the transfer of those accounts into either the 37 Baldwin Court or the Ocean City account. See Exhibit ACE-1, ACE-2, and SJG-1 to 14. Thus, Petitioner had ample opportunity to examine which unit bills were being transferred to his personal accounts.

Secondly, Petitioner claims that Respondents illegally discontinued service while Petitioner's bills were in dispute. Petitioner argues that he complied with N.J.A.C. 14:3-7.6(a) and paid all undisputed charges. Petitioner alleges that Respondents failed to provide proof that the Board resolved the billing dispute, and thus could resume collection activity. However, ALJ Holmes concluded that Petitioner had not paid all undisputed charges when he notified the utility of the disputed charges as required by N.J.A.C. 14:3-7.6(a). In making that determination, ALJ Holmes pointed out that Petitioner himself could not recall when he began taking notice of overdue bills, and that he either gave bills to new buyers or disregarded them. Respondents, on the other hand, provided detailed and credible evidence documenting the unpaid accounts. SJG points out that when service was discontinued at 37 Baldwin Court in December 2003, Petitioner had yet to formally dispute this account. In fact, as ALJ Holmes pointed out, there is no record of Petitioner disputing this account until February 2004. Thus, ALJ Holmes correctly concluded that Respondents did not violate N.J.A.C. 14:3-7.6(b) and (c).

Petitioner also claims that ALJ Holmes erred in finding that the Respondents' witnesses were more credible than Petitioner on the issue of whether Petitioner did in fact call Respondents to shut off the utilities to each unit following each closing. In determining credibility issues, the ALJ, who had the opportunity to hear the testimony, is in a position to assess the witnesses' credibility. Clowes v. Terminix Intn'l, Inc., 109 N.J. 575, 587 (1988). As such, ALJ Holmes determined that it was "difficult to believe that the utility lost, misplaced or destroyed all records of Petitioner's calls to disconnect service," and that any confusion or difficulty making bill payments was more likely attributable to Petitioner's declining health. Initial Decision at 6.

Upon careful review and consideration of the record, the Board HEREBY FINDS that the factual determinations and legal conclusions of ALJ Holmes are reasonable and based upon sufficient, competent, and credible evidence. Thus, the Board HEREBY ADOPTS the Initial Decision in its entirety. The Board HEREBY ORDERS Petitioner's complaint to be DISMISSED WITH PREJUDICE.

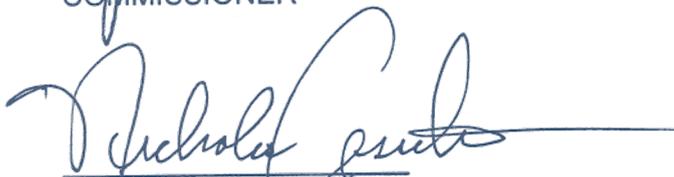
DATED: 8/4/10

BOARD OF PUBLIC UTILITIES
BY:


LEE A. SOLOMON
PRESIDENT


JEANNE M. FOX
COMMISSIONER


JOSEPH F. FIORDALISO
COMMISSIONER

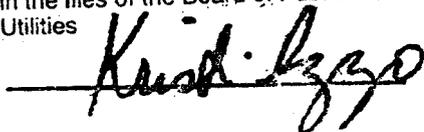

NICHOLAS ASSELTA
COMMISSIONER


ELIZABETH RANDALL
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



NICHOLAS GEORGE

v.

**ATLANTIC CITY ELECTRIC COMPANY &
SOUTH JERSEY GAS COMPANY**

**BPU DOCKET NO. EC07060408U/
GC07060409U
OAL DOCKET NO. PUC8038-07**

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

OAL DKT. NO. PUC 8038-07

AGENCY DKT. NO. EC07060408U/

GC0706040908U

NICHOLAS GEORGE,

Petitioner,

v.

**ATLANTIC CITY ELECTRIC
COMPANY AND SOUTH JERSEY
GAS COMPANY,**

Respondents.

Jeffrey DiLazzero, Esq. for petitioner (Kavanagh, Kavanagh & DiLazzero,
attorneys)

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

Gina Merritt-Epps, Esq., for respondent, South Jersey Gas Company

Record Closed: January 21, 2010

Decided: March 2010

BEFORE **EDGAR R. HOLMES, ALJ, T/A:**

PROCEDURAL HISTORY AND STATEMENT OF THE CASE

This billing dispute between Nicholas George, petitioner, and Atlantic City Electric (ACE) and South Jersey Gas Company (SJG), respondents, was transmitted to the Office of Administrative Law (OAL) on September 13, 2007, to be heard as a contested case pursuant to the New Jersey Administrative Procedure Act, N.J.S.A. 52:14B-1 to 15, and the Act creating the OAL, N.J.S.A. 52:14F-1 to 13. A plenary hearing convened in Atlantic City on May 18, 2009, August 10, 2009, and December 11, 2009. Prior to and during the hearing, the parties executed a Case Management Order and a Stipulation of Facts which partially settled the matter. As a result, the petitioner paid to South Jersey (SJG) the sum of \$1,783.49, with the understanding that if he prevailed on the stipulated credibility issue, he would be reimbursed from that sum up to the full amount. The petitioner also paid to Atlantic City Electric Company (ACE) the sum of \$3,458.38, of which \$1,530.10 remains in dispute. He will be reimbursed up to that amount if he prevails on the credibility issues. The parties identified the following issues.

- 1 Did the ACE and SJG violate N.J.A.C. 14:3-7.2(b)?
2. Did petitioner notify ACE and SJG (jointly referred to as utility or utilities) when to shut off service in his name?
3. Did the petitioner dispute the bill in a timely fashion so that the utilities were obligated to follow N.J.A.C. 14:3-7.6(b) and (c)? If so, did the utilities comply? If not, what is petitioner's remedy?

SUMMARY OF THE RELEVANT TESTIMONY

The parties agree that the issues in this case are primarily credibility issues.

In 1998, the petitioner, who was incorporated as NGC Developers, Inc., began to construct 116 condominium units in Egg Harbor Township, New Jersey. Petitioner

opened an account with the utilities for each and every condominium. He began selling the properties in 2002. Petitioner also testified that this was entirely a one-man operation: that he was the prime contractor and sole employee of the corporation; that he sold and managed the units, prepared the properties for inspection for a Certificate of Occupancy, turned on and turned off the utilities and serviced the lines. He attended the settlements of the properties and that at each and every settlement, he called ACE and advised them there was a new owner at the property being settled. He also testified that he told the buyers to reconnect with the SJG Company.

When petitioner was asked about damaged or malfunctioning gas meters, he replied that he had never broken the law, but that some of his buyers had "done illegal things." After settlement, petitioner would receive gas and electric bills for the sold units. He said that he either gave the bills to the new owners or disregarded them. He said he could not get anyone to pay them. When the bills remained unpaid, the utilities transferred the balance to another one of the condominium accounts with the simple notation "transferred balance." After a time, this became extremely unwieldy and it became difficult for petitioner to trace the balances back to their original source. Eventually the utilities sought out accounts in the petitioner's name which were not connected to the condominiums and transferred the balances there. Some of the petitioner's units had their utility services shut off as a result. The petitioner claims that in 2003 he called the utilities and asked if there were any unpaid balances and that he never received any notices. He dissolved the corporation known as NGC Developers, Inc. in 2004.

On December 1, 2003, petitioner went in the hospital for a procedure to be done on his knee. While on the operating table, petitioner's heart stopped. As a result, he apparently had a coronary artery bypass graft. He was not released from the hospital until December 24, 2003. He said that he "was incapacitated for a long time," during which his brother picked up his mail. He was, of course, medicated after his operation and remains on blood pressure medications.

Petitioner claims that his next contact with the utilities was in 2005 when someone he described as a collection agent (but who probably was someone from the electric company) called him. This put him in touch with the utilities. Thereafter, there were sporadic negotiations. The petitioner claimed then, as he claims now, that the bills were no longer his responsibility since the bills for service cover times after he sold the property. He has never asserted that he was billed for services the properties did not receive. At some point in the negotiations, petitioner says that there was a telephone hearing conducted with ACE representatives, the attorney for the Board of Public Utilities (BPU), and a judge. He says that the judge told everyone that "it was illegal for the company to shut off his service." He never received an Order or a letter from the judge and the utilities say that no judge was present during the informal settlement conference conducted with a BPU staff person, not the BPU attorney. This is not the first mistake of fact the petitioner made in his testimony. Elizabeth Boccelli, a gas company employee, testified that in January and February of 2004 she discussed petitioner's accounts with him and they exchanged exhibits. He acknowledged this in other portions of his testimony. Boccelli also said petitioner was often slow to get back to her with settlement sheets and other indicia of when he had sold the disputed properties.

Employees of both utilities testified at the hearing at length. They discussed most, if not all, of the accounts. There are records of utility services going back to 2000. They testified that it is not necessary to request the utility to turn on service at a designated property; it can be done by telephone and, in fact, that is the most common way to open a residential account. However, to open the account, one needs to divulge not only one's name, but employment status and social security number, among other things. This information is entered to a computer screen. When petitioner asked if he gave this information, he said he did not. He could not, therefore, have opened accounts for his customers at settlement as he claimed. Moreover, neither utility has a record of his calling in anything at the properties in dispute. It is his word against the staff of both utilities. Unfortunately, he never confirmed in writing any call or discussion he alleges he made at settlements.

RELEVANT REGULATIONS

Unless a utility has been specifically relieved of so doing by order of the Board, a bill for metered service shall show the following:

A distinctive marking to indicate the method used to calculate the bill; for example, electronic readings, estimated billing, budget billing, or the index of a remote reading device. In addition, the utility may also provide a web address and telephone number where the customer can obtain a description of the method used.

N.J.A.C. 14:3-7.2(b)7.

The relevant administrative code provision for managing disputes with an electric utility reads, in pertinent part, as follows:

(a) A customer that disputes a charge shall so notify the utility, and shall pay all undisputed charges.

(b) If the utility and the customer do not resolve the dispute, the utility shall notify the customer that:

1. The customer may make a request to the Board for an investigation of the disputed charge;
2. The request for investigation shall be made within five business days after the customer contacts the utility to dispute the charges; and

(c) Once a formal or informal dispute is before the Board, all collection activity on the charge in dispute shall cease until Board staff notify the utility and the customer that the dispute has been resolved in accordance with (e) below.

N.J.A.C. 14:3-7.6(b) and (c).

DISCUSSION

Petitioner, Nicholas George, is polite, friendly and earnest. He did not argue with opposing witnesses, their counsel, or his own.

On the issue of credibility, however, he cannot prevail. By his own admission, he either gave bills he felt should have been changed to the new buyers or disregarded them. He was sick, hospitalized and incapacitated during a time when these disputes were taking shape. He was and remains confused about when he met with various employees of the utilities regarding the bills. He was slow in providing the utilities with details of when and to whom he sold properties. He was confused about who was present when he had a telephonic discussion about the bills with a BPU staff person and a staff member of the ACE. He believes a judge issued an Order in his favor regarding the shut-off of service to his property. He cannot produce either an Order, or as much as a letter, from a judge. The employee of the ACE who was also on the telephonic conference says no judge was involved.

The regulations relied upon by petitioner require vigilance on his part as well as on the part of the utility. The transactions upon which these proceedings are base occurred in 2000, 2001, 2002 and 2003. Petitioner is unsure of when he first began to take notice of these long overdue billings. He recalled meeting with Staff in 2005, but staff dates those meetings to January and February of 2004. He obviously did not pay all undisputed charges when he notified the utility that he disputed charges as required by N.J.A.C. 14:3-7.6(a).

It is difficult to believe that the utility lost, misplaced or destroyed all records of petitioner's calls to disconnect service to properties petitioner sold to third parties. Under the circumstances described by the petitioner himself, it is more probable that his intervening health problems resulted in diminished capacity to deal with these financial problems involving a corporation which he had already closed down in 2004.

The issue of whether or not the utilities “used a distinctive marking to indicate the method used to calculate the bill” pursuant to N.J.A.C. 14:3-7.2(b)7 remains. This section undoubtedly refers to kilowatt hours and therms which are explained on the backs of the bills. If it also includes amounts transferred, then the utilities satisfied that requirement by clearly indicating “account transfer” on the face of the bill identifying the amount transferred.

FINDINGS

I **FIND** that the testimony of the utility employees is credible as it is corroborated by utility records, is more probable and in accord with utility practices.

also **FIND** that the utilities clearly indicated the method used to calculate the bill.

CONCLUSIONS

CONCLUDE that petitioner failed to notify the utilities when they were to shut off the service to the disputed properties and that he is not entitled to reimbursement.

CONCLUDE that ACE and SJG did not violate N.J.A.C. 14:3-7.2(b)7.

CONCLUDE that ACE and SJG did not violate N.J.A.C. 14:3-7.6(b) and (c).

hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

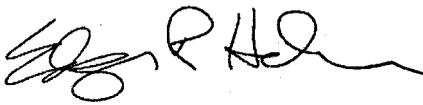
This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this

recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

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, 2 Gateway Center, Newark, NJ 07102**, marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.

March 1, 2010

DATE



EDGAR R. HOLMES, ALJ, T/A

Date Received at Agency: _____

Date Mailed to Parties: _____

/sd

WITNESSES

For Petitioner:

Nicholas George

For Respondents:

Charlotte Devault (for ACE)

Elizabeth Boccelli (for SJG)

Louisa Flemming (for SJG)

EXHIBITS

Stipulated Exhibits:

Case Management Order

Stipulation of Undisputed Facts

Joint Exhibits:

J-1 Electric Bill, September 2005 (3314 Asbury Avenue)

J-2 Electric Bill, November 2009 (41 Pino Court)

J-3 Accounts Receivable Screen, ACE (2/20/09)

Disputed amounts indicating settlement date and date service terminated
by ACE

J-5 History of dispute according to ACE

For Petitioner:

- P-1 August 1, 2005 list of SJG accounts transferred sent to petitioner by Betty Boccelli
- NG-1 Debit transfer and settlement sheets (807 Jonathan Court)
- NG-2 Debit transfer and settlement sheets (101 Duchess Court)
- NG-3 Debit transfer and settlement sheets (801 Jonathan Court)

For Respondents:

- ACE-1 Account Balance Transfers (4 pages)
- ACE-2 Accounts Receivable History (50 pages)
- SJG-1 Account History (501 Jonathan Court), including settlement sheet (5 pages)
- SJG-2 Account History (702 Jonathan Court) – no settlement sheet (5 pages)
- SJG-3 Account History (703 Jonathan Court), including settlement sheet (8 pages)
- SJG-4 Account History (707 Jonathan Court), including settlement sheet (7 pages)
- SJG-5 Account History (41 Grimes Court), including settlement sheet (6 pages)
- SJG-6 Account History (88 Grimes Court), including settlement sheet (3 pages)
- SJG-7 Account History (205 Maxwell Court), including settlement sheet (4 pages)
- SJG-8 Account History (404 Maxwell Court), including settlement sheet (5 pages)
- SJG-9 Account History (800 Jonathan Court) – no settlement sheet (2 pages)
- SJG-10 Account History (806 Jonathan Court) – no settlement sheet (2 pages)
- SJG-11 Account History (301 Maxwell Court) – no settlement sheet (2 pages)
- SJG-12 Account History (37 Baldwin Court) – no settlement sheet (3 pages)

- SJG-13 Account History (204 Maxwell Court), including settlement sheet (5 pages)
- SJG-14 Account History (37 Baldwin Court) (service resumed) – no settlement sheet) (13 pages)
- SJG-15 Degree day work sheet (4 pages)
- SJG-16 Not in evidence
- SJG-17 Working copy of properties (3 pages)
- SJG-18 List of properties for payment on check #2616 (2 pages)
- SJG-19 Copy of check #2616 (1 page)
- SJG-20 Receipts (16 pages)
- SJG-21 BPUNJ No. 9 GAS (p. 98 to 120)