



Agenda Date: 10/24/07  
Agenda Item: VII A

**STATE OF NEW JERSEY**  
**Board of Public Utilities**  
**Two Gateway Center**  
**Newark, NJ 07102**  
**[www.nj.gov/bpu/](http://www.nj.gov/bpu/)**

CUSTOMER ASSISTANCE

DEBORAH HARRIS,	)	ORDER ADOPTING INITIAL DECISION
Petitioner	)	SETTLEMENT
	)	
v.	)	
	)	BPU DOCKET NO. EC06100748U
ATLANTIC CITY ELECTRIC COMPANY,	)	OAL DOCKET NO. PUC 51-07
Respondent	)	

(SERVICE LIST ATTACHED)

BY THE BOARD:

On October 17, 2006, Deborah Harris (Petitioner) filed a petition with the Board disputing the bill of Atlantic City Electric Company (Respondent) for electric services.

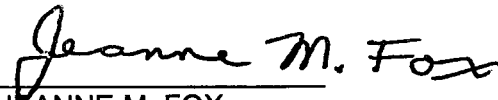
After the filing of Respondent's answer, the Board transmitted this matter to the Office of Administrative Law (OAL) for hearing and initial disposition as a contested case pursuant to N.J.S.A. 52:14B-1 et seq. and N.J.S.A. 52:14F-1 et seq. This matter was assigned to Administrative Law (ALJ) Judge W. Todd Miller.

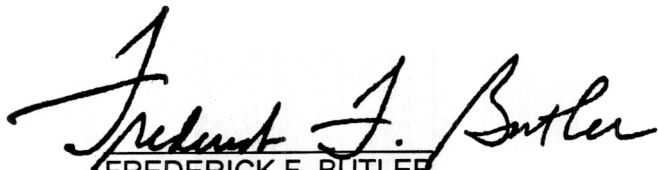
While this matter was pending at the OAL, the parties engaged in negotiations and reached a settlement that was submitted to the ALJ. By Initial Decision submitted to the Board on September 28, 2007, to which the Stipulation of Settlement and Stipulation of Dismissal with Prejudice were attached and made part thereof, ALJ Miller found that the agreement was voluntary, that its terms fully disposed of all issues in controversy and that it met the requirements of N.J.A.C. 1:1-19.1.

After review of the Initial Decision and the Stipulation of Settlement, which are attached hereto and made a part hereof, the Board HEREBY FINDS that the terms of the Stipulation of Settlement represent a fair and reasonable resolution of all outstanding contested issues. Accordingly, the Board HEREBY ADOPTS the Initial Decision and Stipulation of Settlement in their entirety and, as a result of the agreement of the parties, HEREBY DISMISSES the petition in this matter with prejudice.

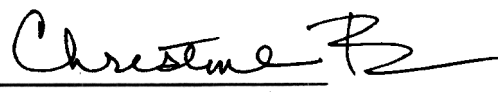
DATED: 10/25/07

BOARD OF PUBLIC UTILITIES  
BY:

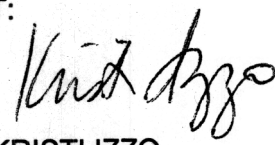
  
JEANNE M. FOX  
PRESIDENT

  
FREDERICK F. BUTLER  
COMMISSIONER

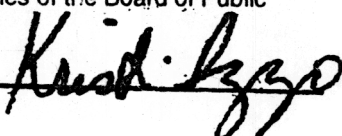
  
JOSEPH L. FIORDALISO  
COMMISSIONER

  
CHRISTINE V. BATOR  
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



**DEBORAH HARRIS  
v.  
ATLANTIC CITY ELECTRIC COMPANY**

**BPU DOCKET NO. EC06100748U  
OAL DOCKET NO. PUC 51-07**

**SERVICE LIST**

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Eric Hartsfield, Director  
Julie Ford-Williams  
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Newark, New Jersey 07102

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Division of Law  
124 Halsey Street  
P.O. Box 45029  
Newark, New Jersey 07102



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

**INITIAL DECISION**

**SETTLEMENT**

OAL DKT. NO. PUC 51-07

AGENCY DKT. NO. EC06100748U

BOARD OF PUBLIC UTILITIES  
NEWARK, NJ

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CASE MANAGEMENT

CMS  
BISLOW  
RPA  
PASKO  
cart. exs. t. (2)

**DEBORAH HARRIS,**

Petitioner,

v.

**ATLANTIC CITY ELECTRIC COMPANY,**

Respondent.

**Mitchell S. Moskowitz, Esq.,** for petitioner (South Jersey Legal Services, Inc. attorneys)

**Philip J. Passanante, Esq.,** for respondent, Atlantic City Electric Company

**Arlene Pasko,** Deputy Attorney General, for Board of Public Utilities (Anne M. Milgram, Attorney General of New Jersey, attorney)

Record Closed: September 14, 2007

Decided: September 18, 2007

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

This matter was transmitted to the Office of Administrative Law on January 8, 2007, 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.

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.

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.

9-18-07  
DATE

W. Todd Miller  
W. TODD MILLER, ALJ

Date Received at Agency: 9/28/07

SEP 26 2007

\_\_\_\_\_  
DATE

Mailed to Parties:

James Henderson

OFFICE OF ADMINISTRATIVE LAW

/sd

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**DEBORAH HARRIS,**

**Petitioner,**

**v**

**ATLANTIC CITY ELECTRIC  
COMPANY,**

**Respondent.**

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

**OAL Docket No. PUC 51-07  
BPU Docket No. EC06100748U**

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**STIPULATION OF SETTLEMENT**

The undersigned counsel for the Petitioner, Deborah Harris (herein, "Petitioner"), and Respondent, Atlantic City Electric Company (herein, "ACE"), hereby stipulate that, as of this 25<sup>th</sup> day of August, 2007, the following is an agreed settlement by and between the parties hereto in connection with the above-captioned matter.

WHEREAS, ACE currently provides electric energy to Petitioner at her residence located at 323 41st Street, Brigantine, New Jersey 08203, account number 3375 1149 9978; and

WHEREAS, by letter dated June 1, 2006, Petitioner filed a written complaint and requested a formal hearing with the Board of Public Utilities (herein, the "Board"), Docket No. EC06100748U; and

WHEREAS, Petitioner disputed outstanding amounts owed to ACE associated with electric usage at her current residence and at past residences, which, as of June 21, 2007, totaled approximately \$658.45; and

WHEREAS, the matter was transferred by the Board to the Office of Administrative Law (Atlantic City vicinage) and was assigned Docket No. PUC 51-07; and

WHEREAS, the Parties have come to a complete and final agreement resolving all issues and claims related thereto and between them.

NOW, THEREFORE, ACE and Petitioner, 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 acknowledges that, as of July 9, 2007, Petitioner is current on her payments to ACE. Petitioner agrees to remain current on all future payments owed to ACE for electric service.

2. Petitioner has sent -- and ACE has received and negotiated -- payment in the amount of \$110.00.

3. Petitioner received a grant from the New Jersey Bankruptcy Lawyers Foundation in the amount of \$338.15. This amount has been credited to Petitioner's account.

4. Upon ACE's receipt and successful negotiation of Petitioner's \$110.00 payment and \$338.15 grant (referenced in Paragraphs 2 and 3, above), ACE agreed to and has issued a credit to Petitioner's account in the amount of \$210.30. Said \$210.30 credit adjustment represents an amount disputed by Petitioner and compromised by ACE in accordance with the terms of this settlement.

5. ACE has agreed to place Petitioner's account on a monthly budget billing plan. Petitioner acknowledges that Petitioner's monthly budget plan payment will be periodically reviewed by ACE and adjusted based upon Petitioner's actual usage. Petitioner understands that, if her monthly budget plan payment is increased based upon actual usage, she will be responsible for the timely payment of any difference.

6. Petitioner acknowledges that, if she intends to continue receiving assistance from the Universal Service Fund ("USF"), she must make timely application to renew such assistance in the future. Petitioner further acknowledges that she is responsible for payment of any difference between the amount billed and the amount of financial assistance received from USF each month. Similarly, Petitioner acknowledges that she is responsible for payment of the difference resulting from the elimination, increase or reduction in the amount of monthly assistance received from USF in the future.

7. ACE currently holds a \$320.00 security deposit on Petitioner's behalf. ACE agrees that it will periodically review Petitioner's account. Upon Petitioner's consistent and timely payment, ACE agrees to refund the security deposit to Petitioner as required by, and in accordance with, all applicable statutes and regulations.

8. This Stipulation of Settlement is entered into as an accord and satisfaction of disputed claims and is not to be construed as an admission of liability by either party of any matter of fact or law.

9. Each of the parties to this Stipulation of Settlement affirms and acknowledges: (a) that a representative of the party with the authority to execute this document has read and understood this Stipulation of Settlement; (b) that the terms of this Stipulation of Settlement and the effects thereof have been fully explained to that representative by its counsel; (c) that the representative fully understands each term of

this Stipulation of Settlement and its effect; and (d) that no party has relied on any statement, representation or inducement (whether material, false, negligently made or otherwise) of the other parties and not contained herein, with respect to said party's decision to execute this Stipulation of Settlement.

10. This Stipulation of Settlement shall not be modified or amended, nor shall any of its provisions be waived unless such modification, amendment or waiver is memorialized in a writing, signed by all parties hereto.

11. 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 neither party shall assign or delegate this document, in whole or in part, without the prior written consent of the other party hereto.

12. The parties agree to file, in the form attached hereto as Exhibit A, a Stipulation of Dismissal with Prejudice of all claims which were or could have been asserted among them in connection with the above-docketed claim.

Passanante

Philip J. Passanante  
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800 King Street, 5th Floor  
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(302) 429-3105

M. S. Moskowitz 9/4/07

Mitchell S. Moskowitz, Esq.  
South Jersey Legal Services  
26 South Pennsylvania Avenue  
Suite 100  
Atlantic City, New Jersey 08401  
(609) 348-4200

Dated: SEP 12 2007

Dated:

Deleted: An Attorney at Law of the  
State of . . . South Jersey Legal Services¶  
. . . New Jersey . . . . . 26 S.  
Pennsylvania Avenue, Suite 100¶  
. . . 800 King Street, 5th Floor . . . Atlantic  
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. . . Wilmington, DE 19899-0231¶  
. . . (302) 429-3105¶  
. . . Assistant General Counsel to¶  
. . . Atlantic City Electric Company

Deborah Harris  
Deborah Harris, Petitioner

Date: 8/25/07