



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

WILLIAM F. SCHMINCKE,)	ORDER ADOPTING INITIAL
Petitioner)	DECISION SETTLEMENT AND
)	STIPULATION OF SETTLEMENT
V.)	
)	
ATLANTIC CITY ELECTRIC COMPANY,)	BPU DOCKET NO. EC13070620U
Respondent)	OAL DOCKET NO. PUC 12614-13

Parties of Record:

William F. Schmincke, pro se
Renee Suglia, Esq., appearing on behalf of Respondent, Atlantic City Electric

BY THE BOARD:

On or about July 8, 2013, William F. Schmincke ("Petitioner") filed a petition with the Board of Public Utilities ("Board") requesting a formal hearing related to a billing dispute with Atlantic City Electric ("Respondent" or "ACE") for utility services rendered. Petitioner states that he lives on Blackhorse Pike, Egg Harbor Township, New Jersey. He also owned a house on Carver Avenue in Egg Harbor Township, which he rented to a tenant, who had the electric service turned on in her name. Petitioner alleges that at some point the tenant fell behind in her payments and ACE was going to shut off service. Petitioner then states the tenant reportedly told ACE that Petitioner still lived at the Carver Avenue address and he was her father-in-law. Petitioner alleges that without his knowledge or consent, his name was added to the account, no future payments were made, and service was disconnected. Upon receiving a bill for both properties, Petitioner contacted ACE, which in turn told him to go to the police. Petitioner then contacted the Board.

On or about August 15, 2014, Respondent filed an Answer denying that the Petitioner was incorrectly billed and asserting that services were supplied and billed in accordance with the terms, conditions and rate schedules set forth in ACE's Board approved Tariff. Respondent further requested that the relief sought by Petitioner be denied on the basis that he failed to set forth a claim upon which relief could be granted. In Respondent's answer, it also brought a Third Party Complaint against Elizabeth Morin ("tenant"), who opened an account for service with ACE at the Carver Avenue address in Egg Harbor Township. Respondent indicated on the certification of service that the Third Party Complaint was being sent to the tenant via first class mail. There is no other correspondence or Office of Administrative Law ("OAL") notices that indicate the tenant was served with any other documents during this proceeding.

After the filing of Respondent's answer, the Board transmitted this matter on October 7, 2013 to the 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") Damon G. Tyner.

On May 12, 2014, the parties entered into a written Stipulation of Settlement ("Stipulation") that was submitted to ALJ Tyner, which he placed on the record. Under the terms of the Stipulation, Respondent agreed to credit \$2,435.43 to Petitioner's account number with the last four numbers 9999, for the property on the Blackhorse Pike, leaving a balance of \$2,761.02. The balances made up of \$632.57 of the current bill due, \$1,216.83 of a final bill for the property on Carver Avenue, and \$911.62, which were charges from July, 2011 until October, 2011, that were also generated at the Carver Avenue home. Petitioner agreed to pay the remaining balance according to the terms of the payment arrangement; an additional amount of approximately \$76 per month for a period of 36 months. This arrangement resolves all claims the parties have against each other. ACE reserved its rights against the tenant, specifically stating that the Stipulation does not resolve any claims it has against the tenant.

By Initial Decision issued on May 12, 2014 and submitted to the Board on May 28, 2014, to which the Agreement was attached and made a part thereof, ALJ Tyner 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.

DISCUSSION AND FINDING

After review of the Initial Decision, the Stipulation of Settlement of the parties, and the entire record, the Board **HEREBY FINDS** that in accordance with N.J.A.C. 1:1-19.1, the parties have voluntarily agreed to the Stipulation as evidenced by their signatures and that by its terms, the Stipulation fully resolves all outstanding contested issues in this matter. Accordingly, the Board **HEREBY ADOPTS** the Initial Decision and Stipulation executed by the parties in their entirety as if set forth at length herein.

DATED: 6/18/14

BOARD OF PUBLIC UTILITIES
BY:


DIANNE SOLOMON
PRESIDENT



JEANNE M. FOX
COMMISSIONER


JOSEPH L. FIORDALISO
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


**WILLIAM F. SCHMINCKE, Petitioner V.
ATLANTIC CITY ELECTRIC COMPANY, Respondent
BPU Docket No. EC13070720U
OAL Docket No. PUC 12614-13**

SERVICE LIST

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REC'D
2014 MAY 28 PM 1 51
NJ EPU
CASE MANAGEMENT



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 12614-13

AGENCY DKT. NO. EC ~~13070604~~

130706204

WILLIAM F. SCHMINCKE,

Petitioner,

v.

ATLANTIC CITY ELECTRIC COMPANY,

Respondent.

William F. Schmincke, petitioner pro se

Renee Suglia, Esq., for respondent

Record Closed: May 12, 2014

Decided: May 21, 2014

BEFORE DAMON G. TYNER, ALJ:

This matter was transmitted to the Office of Administrative Law on October 7, 2013, 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
Customer Asst.
Beslow
Gertsman
DAG
RPA

I have reviewed the record and the terms of settlement and I **FIND**:

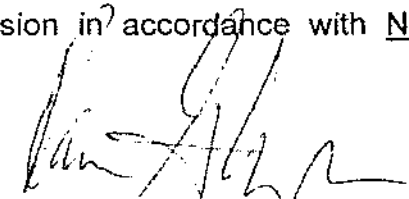
1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures.
2. The settlement fully disposes of all issues in controversy and is consistent with the law.

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.

May 21, 2014
DATE



DAMON G. TYNER, ALJ

Date Received at Agency:

Date Mailed to Parties:

May 27, 2014

/jb/lam

William & Tammy Schmincke

✓
Atlantic City Electric

EC13070620U

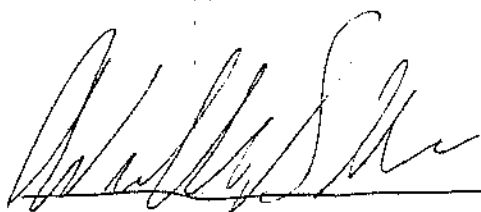
Settlement Agreement


It is on this 12th day of May, 2014 agreed as follows:

1. Atlantic City Electric (ACE) will credit Petitioner's current account (#382 4047-9999) at 6672 BHP L*16, Cardiff, NJ in the amount of \$2,435.43. The balance due will be \$2,761.02 (\$632.57 current, \$1216.83 final bill, 112 Carver, & \$911.62 charges 7/2011-10/2011 @ 112 Carver).

2. Atlantic City Electric will place the balance on a 36 month payment arrangement. Payment will be approx. an additional \$76/month.

3. This resolves all claims the parties have against each other. This does not resolve any claims ACE has against Elizabeth Morin.

 5/12/14
William Schmincke, Petitioner


Agnes Carpenter, Senior Analyst
ACE