



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

WALTER SIEGORDNER,)	ORDER ADOPTING
Petitioner)	INITIAL DECISION
)	
v.)	
)	
SUEZ WATER NEW JERSEY,)	BPU Docket No. WC 20080533U
Respondent)	OAL Docket No. PUC-09634-20

Parties of Record:

Walter Siegardner, petitioner Pro Se
John P. Wallace, Esq., for Respondent, Suez Water New Jersey

BY THE BOARD:

The within matter is a billing dispute between Walter Siegardner (“Petitioner”) and Suez Water New Jersey (“Suez” or “Respondent”). This Order sets forth the background and procedural history of Petitioner’s claims and represents the Final Order in the matter. Having reviewed the record, the Board of Public Utilities (“Board”) now **ADOPTS** the Initial Decision rendered on February 2, 2021, as follows.

PROCEDURAL HISTORY

On or about May 25, 2020, Petitioner filed a petition with the Board requesting a formal hearing, regarding a billing dispute with Suez. Petitioner contends that amount of the water bills due to incorrectly operating transponder for the water meter. Mr. Siegardner disputes bills for water service from Suez Water New Jersey dated 2008-2017. Petitioner requested that the Board provide assistance in resolving this matter with the Respondent.

Respondent filed an Answer to the Petition, dated September 9, 2020. Suez contends that services were supplied and billed in accordance with terms and conditions and rate schedules set forth in its Board approved Tariff. Suez further contended that the meter in question was removed for testing and found to be accurate. The Company requested that the relief sought be denied on the basis that Mr. Siegardner failed to set forth a claim upon which relief may be granted.

On September 30, 2020 , this matter was transmitted by the Board to the Office of Administrative Law (“OAL”) for a hearing 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. This matter was assigned to Administrative Law Judge (“ALJ”) Kimberly A. Moss.

Administrative Law Judge (ALJ) Kimberly A. Moss filed an Initial Decision in this matter with the Board on February 2, 2021. No exceptions to the Initial Decision have been received by the Board.

EVIDENTIARY HEARING

The hearing on this matter was heard before ALJ Moss on January 28, 2021. The following facts were stipulated to:

1. Siegordner at all times mentioned in the petition was a customer of Suez, which is a public utility water company in New Jersey.
2. Petitioner disputes bills for water service dated 2008-2017
3. Respondent provided petitioner with a copy of the results of a test on Meters #88187197 and meter #88573451.
4. On or about February 2017, meter number 88187197 was removed from petitioners’ home. It was tested and found to register 100 on medium flow and 99.3 on high flow.
5. From February 2017 thru February 2020 all of petitioner’s bills were based on estimated meter reading because the transponder was not sending the meter readings to Suez.
6. In February 2020 Meter number 88573451 was removed from petitioner’s home. It was tested and found to register on medium flow 101.2 and on high flow 99.49.
7. On March 12, 2020, Suez sent Siegordner a check for \$937.00. This was because the estimated meter reads from February 2017 to February 2020 were greater than the what the actual meter stated.
8. At all times referred to in the petition, Siegordner was the owner of the premises at 127 Greenbriar Street, Bergenfield, New Jersey 07621

Petitioner, Walter Siegordner testified that in January 2020 his monthly water bill was \$94.00, in January 2021 his monthly water bill was \$28.00. He was told that the transponder frequency was not transmitting meter readings to Suez. He is not contesting the meter readings; he is alleging that the transponder did not work since 2000. He states that the house did not have any leaks.

Karen Fritzman is the daughter of the Petitioner and testified on his behalf. She states that from 2008 through 2017 the water bill was between eighty to one hundred dollars a month. The meter and transponder were replaced in February 2020. She does not know if the equipment was working properly. Fritzman lives with Siegordner. She does not have copies of the 2008-2017 bills to determine if they were actual or estimate bills.

Finally, Migdalia Benetez is employed by Suez as a customer service supervisor and testified on behalf of the Respondent. She spoke to Fritzman regarding Siegordner’s account. The meter which was installed in 2017 was working but the transponder was not picking up the readings. Prior to that installation of the new meter in February 2017, the readings of the meter were actual readings not estimated readings.

On February 2, 2021 ALJ Moss issued an Initial Decision in favor of Respondent and denied the relief sought by the Petitioner. In the Initial Decision ALJ Moss, based upon her review of the testimonial and documentary evidence, found that:

Siegordner received a new water meter and transponder in February 2017. Prior to that time his billing was based on actual meter readings. The transponder that was installed in February 2017 did not work. It did not send the meter reads to Suez. From February 2017 to February 2020 petitioners' water bill was based on estimated readings. Meter number 88187197 was removed from Siegordner's house in February 2017. It was tested on February 22, 2017. It tested within regulatory limits. Meter number 88573451 was removed from Siegordner's house in February 2020. It was tested on March 10, 2020. It tested within regulatory limits. Petitioner did not provide any documentation that the water bills from 2008 through 2017 were estimated. There was no indication that the transporter was malfunctioning prior to February 2017. (See Initial Decision page 4).

In ALJ Moss' legal analysis, the ALJ reviewed N.J.A.C. 14:3-4.6 "Adjustment of charges for meter error." Analyzing both parties submissions ALJ Moss found that neither meter number 8818717 nor meter 88573451 were fast and that neither ran more than one- and one-half percent over one hundred. (See Initial Decision page 7). Despite Petitioner's allegations that the transponder that sends the meter readings to Suez did not work from 2008 to 2017, Petitioner failed to provide any proof to substantiate this allegation. Id. ALJ Moss found that the bills that Petitioner received from 2008-2017 were based on actual meter readings. From 2017 - 2020, when the transponder was not working, it could not send the meter readings to Suez therefore the bills were based on estimated readings. Suez sent Petitioner a check in the amount of \$937 which was the difference between the estimated readings and the actual readings from February 2017 to February 2020. Id. The bills from 2008 to February 2017 when the bills were based on actual readings. Id. Thus, the ALJ dismissed the petition.

No exceptions to the Initial Decision have been received by the Board.

DISCUSSION AND FINDINGS

In customer billing disputes before the Board the petitioner bears the burden of proof by a preponderance of the competent credible evidence. See Atkinson v. Parsekian, 37 N.J. 143, 149 (1962). The burden of proof is met if the evidence establishes the reasonable probability of the facts alleged and generates reliable belief that the tended hypothesis, in all human likelihood, is true. See Loew v. Union Beach, 56 N.J. Super. 93, 104 (App. Div.), certif. denied, 31 N.J. 75 (1959).


In the present matter, the Petitioner failed to meet his burden of proof by a preponderance of the evidence. Mr. Siegordner did not provide proof that the transponder that sent the meter reading to Suez did not work from 2008 to 2017. The bills that Mr. Siegordner received during this time were based on actual meter readings.

Thus, after careful review and consideration of the entire record, the Board **HEREBY FINDS** the findings and conclusions of law of ALJ Moss to be reasonable and, accordingly, **HEREBY ACCEPTS** them. Specifically, the Board **FINDS** that Petitioner failed to meet his burden of proof. Accordingly, the Board **HEREBY ADOPTS** the Initial Decision in its entirety and **ORDERS** that that the Petition be **DISMISSED**.

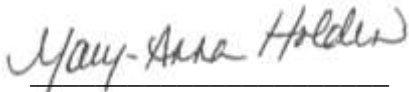
The effective date of this Order is March 13, 2021.

DATED: March 3, 2021

BOARD OF PUBLIC UTILITIES
BY:



JOSEPH L. FIORDALISO
PRESIDENT



MARY-ANNA HOLDEN
COMMISSIONER



DIANNE SOLOMON
COMMISSIONER




UPENDRA J. CHIVUKULA
COMMISSIONER



ROBERT M. GORDON
COMMISSIONER

ATTEST:



AIDA CAMACHO-WELCH
SECRETARY

**IN THE MATTER OF WALTER SIEGORDNER, PETITIONER V. SUEZ WATER COMPANY,
RESPONDENT – BILLING DISPUTE.**

**BPU DOCKET NO. WC20080533U
OAL DOCKET NO. PUC-09634-20**

SERVICE LIST

Karen Fritzman
c/o Walter Siegordner

[REDACTED]
[REDACTED]
[REDACTED]

Suez Water Company
461 From Road, Suite 400
Paramus, NJ 07652
John P. Wallace, Esq.
43 Briar Court
Hamburg, NJ 07419
jack.wallace@yahoo.com

Julie Ford, Director
Division of Customer Assistance
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
julie.ford@bpu.nj.gov

Karriemah Graham, Chief
Office of Case Management
Board of Public Utilities
44 South Clinton Avenue, 9th Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
Karriemah.graham@bpu.nj.gov

Meliha Arnautovic
Deputy Attorney General
Division of Law
25 Market Street
Post Office Box 112
Trenton, New Jersey 08625
meliha.arnautovic@law.njoag.gov



State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

OAL DKT. NO. PUC 09634-20

AGENCY DKT. NO. WC 20080533U

WALTER SIEGORDNER¹,

Petitioner,

v.

SUEZ WATER NEW JERSEY,

Respondent.

Walter Siegordner, pro se

John P. Wallace, Esq., for respondent, Suez Water New Jersey.

Record Closed: January 28, 2021

Decided: February 2, 2021

BEFORE **KIMBERLY A. MOSS**, ALJ:

STATEMENT OF THE CASE

Walter Siegordner (Siegordner or petitioner) filed a petition with the Board of Public Utilities (BPU) on May 25, 2020, regarding a billing dispute with Suez Water of

¹ This matter was transmitted to OAL under Karen Fritzman, petitioner's daughter. The file was amended at petitioner's request on November 5, 2020, with the consent of the adversary.

New Jersey (Suez). Petitioner is disputing the amount of the water bills due to incorrectly operating transponder for the water meter.

PROCEDURAL HISTORY

The matter was transmitted to the Office of Administrative Law (OAL) and filed on September 30, 2020. The petition was amended to name Siegodner as the petitioner. The hearing was held on January 28, 2020. I closed the record at that time.

FACTUAL DISCUSSION AND FINDINGS

I **FIND** the following stipulated **FACTS**:

1. Siegodner at all times mentioned in the petition was a customer of Suez, which is a public utility water company in New Jersey.
2. Petitioner disputes bills for water service dated 2008-2017
3. Respondent provided petitioner with a copy of the results of a test on Meters # 88187197 and meter #88573451.
4. On or about February 2017, meter number 88187197 was removed from petitioners' home. It was tested and found to register 100 on medium flow and 99,3 on high flow.
5. From February 2017 thru February 2020 all of petitioner's bills were based on estimated meter reading because the transponder was not sending the meter readings to Suez.

6. In February 2020 Meter number 88573451 was removed from petitioner's home. It was tested and found to register on medium flow 101.2 and on high flow 99.49.

7. On March 12, 2020, Suez sent Siegordner a check for \$937.00. This was to because the estimated meter reads from February 2017 to February 2020 were greater than the what the actual meter stated.

8. At all times referred to in the petition, Siegordner was the owner of the premises at [REDACTED] Bergenfield, New Jersey 07621.

TESTIMONY

Walter Siegordner

Siegordner states that in January 2020 his monthly water bill was \$94.00, in January 2021 his monthly water bill was \$28.00. He was told that the transponder frequency was not transmitting meter readings to Suez. He is not contesting the meter readings; he is alleging that the transponder did not work since 2000. He states that the house did not have any leaks.

Karen Fritzman

Karen Fritzman is the daughter of Siegordner. She states that from 2008 through 2017 the water bill was between eighty to one hundred dollars a month. The meter and transponder were replaced in February 2020. She does not know if the equipment was working properly. Fritzman lives with Siegordner. She does not have copies of the 2008-2017 bills to determine if they were actual or estimate bills.

Migdalia Benetez

Migdalia Benetez (Benetez) is employed by Suez as a customer service supervisor. She spoke to Fritzman regarding Siegordner' s account. The meter which was installed in 2017 was working but the transponder was not picking up the readings. Prior to that installation of the new meter in February 2017, the readings of the meter were actual readings not estimated readings.

FACTUAL DISCUSSION

Based on the testimony presented and the documentary evidence submitted, and having had an opportunity to observe the witnesses and to assess their credibility, I make the following **FINDINGS OF FACTS**:

Siegordner received a new water meter and transponder in February 2017. Prior to that time his billing was based on actual meter readings. The transponder that was installed in February 2017 did not work. It did not send the meter reads to Suez. From February 2017 to February 2020 petitioners' water bill was based on estimated readings.

Meter number 88187197 was removed from Siegordner's house in February 2017. It was tested on February 22, 2017. It tested within regulatory limits. Meter number 88573451 was removed from Siegordner' s house in February 2020. It was tested on March 10, 2020. It tested within regulatory limits.

Petitioner did not provide any documentation that the water bills from 2008 through 2017 were estimated. There was no indication that the transporter was malfunctioning prior to February 2017.

LEGAL ANALYSIS AND CONCLUSION

N.J.A.C. 14:3-4.6 provides:

(a) Whenever a meter is found to be registering fast by more than two percent, or in the case of water meters, more than one- and one-half percent, an adjustment of charges shall be made in accordance with this section. No adjustment shall be made if a meter is found to be registering less than 100 percent of the service provided, except under (d) below.

(b) If the date when the meter first became inaccurate is known, the adjustment shall be determined as follows:

1. Determine the percentage by which the meter was in error at the time of the test, adjusted to 100 percent. This figure is not the amount in excess of the tolerance allowed under (a) above but is the difference between 100 percent accuracy and the actual accuracy of the meter. For example, if the meter was found to be three percent fast, this percentage is three percent.

2. Determine the total charges for metered service that accrued during the entire period that the meter was in error; and

3. The amount of the adjustment shall be the percentage determined under (b)(1) above, applied to the charges determined under (b)(2) above.

(c) If the date when the meter first became inaccurate is not known, the adjustment shall be determined as follows:

1. Determine the percentage by which the meter was inaccurate at the time of the test adjusted to 100 percent. This figure is not the amount in excess of the tolerance allowed under (a) above but is the difference between 100 percent accuracy and the actual accuracy of the meter. For example, if the meter was found to be three percent fast, this percentage is three percent.

2. Determine the applicable time period as follows:

i. Determine the period of inaccuracy; that is, the period between the test that found the meter inaccuracy and the earlier of the events at (c)(2)(i)(1) or (2) below (Note: The period of inaccuracy may be longer than the time the meter has served the existing customer):

- (1) The most recent previous test of the meter; or
- (2) The date upon which the meter was taken out of service at the customer's premises.

ii. Perform the following calculation:

- (1) If the period of inaccuracy determined under (c)(2)(i) is shorter than the maximum permitted time between meter tests, as determined under N.J.A.C. 14:5-3.2, 14:6-4.2, or 14:9-4.1(b), divide the period of inaccuracy in half; or
- (2) If the period of inaccuracy is longer than the maximum permitted time between meter tests, divide the permitted maximum time between meter tests in half; then add the difference between the maximum permitted time between meter tests and the period of inaccuracy.

iii. If the time determined under (c)(2)(ii) above is longer than the time the meter has served the existing customer, the applicable time period is the time the meter has served the existing customer.

iv. If the time determined under (c)(2)(ii) above is shorter than the time the meter has served the existing customer, the applicable time period is the time determined under (c)(2)(ii) above;

3. Determine the total charges that accrued during the applicable time period determined under (c)(2) above; and

4. The amount of the adjustment shall be the percentage determined under (c)(1) above, applied to the charges determined under (c)(3) above.

(d) If a meter is found to be registering less than 100 percent of the service provided, the utility shall not adjust the charges retrospectively or require the customer to repay the amount undercharged, except if:

1. The meter was tampered with, or other theft of the utility service has been proven.
2. The meter failed to register at all; or
3. The circumstances are such that the customer should reasonably have known that the bill did not reflect the actual usage.

(e) If a meter is found to be registering less than 100 percent of the service provided because of theft or tampering under (d)(1) above, the utility may require immediate payment of the amount the customer was undercharged.

(f) In cases of a charge to a customer's account under (d)(2) or (3) above, the customer shall be allowed to amortize the payments for a period of time equal to that period of time during which the customer was undercharged.

In this case, neither meter number 8818717 nor meter 88573451 were fast. Neither ran more than one- and one-half percent over one hundred. Petitioner states that the transponder that send the meter reading to Suez did not work from 2008 to 2017. Petitioner did not provide any proof of this. The bills that petitioner received during this time were based on actual meter readings. From 2017 to 2020, when the transponder was not working, it could not send the meter readings to Suez therefore the bills were based on estimated readings. Suez sent petitioner a check in the amount of \$937 which was the difference between the estimated readings and the actual readings from February 2017 to February 2020. The bills from 2008 to February 2017 when the bills were based on actual readings.

I **CONCLUDE** that petitioner has not proved by a preponderance of the evidence that petitioner was improperly billed by Suez.

ORDER

Accordingly, it is therefore **ORDERED** that the petition in this matter be and is hereby **DISMISSED**.

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.

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, 44 South Clinton Avenue, P.O. Box 350, Trenton, NJ 08625-0350**, marked "Attention: Exceptions." A copy of any exceptions must be sent to the judge and to the other parties.

February 2, 2021



DATE

KIMBERLY A. MOSS, ALJ

Date Received at Agency:

February 2, 2021

Date Mailed to Parties:

February 2, 2021

ljb

WITNESSES

For Petitioner:

Karen Fritzman

For Respondent:

Migdalia Benetiz

EXHIBITS

For Petitioner:

None

For Respondent:

- R-1 Suez Water Field Order Dated February 22, 2017
- R-2 Suez Water Field Order February 27, 2020
- R-3 Suez Meter Test of meter #88187197 Dated February 27, 2017
- R-4 Suez Meter Test of meter #88573451 Dated March 10, 2020
- R-5 New Jersey Weights and Measures Certification for Water Meter Provider Dated July 26, 2017
- R-6 New Jersey Weights and Measures Certification for Water Meter Provider Dated July 24, 2018
- R-7 Suez Tariff