



Agenda Date: 8/24/16

Agenda Item: 7A

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

ROBERT SMITH,
Petitioner

v.

SUEZ WATER NEW JERSEY, INC.,¹
Respondent

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)
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)
)

ORDER ADOPTING
INITIAL DECISION

DOCKET NO. WC14060545U
OAL DOCKET NO. PUC 01087-15

Parties of Record:

Robert Smith, petitioner, pro se
John P. Wallace, Esq., on behalf of Respondent, Suez Water New Jersey, Inc.

BY THE BOARD:

PROCEDURAL HISTORY

On or about June 6, 2014, Robert Smith ("Petitioner") filed a petition with the Board of Public Utilities disputing a March 2014 bill for \$4,500.00 for under-billed water consumption, which resulted from estimated water consumption billing charges from 2009 through 2013. On November 28, 2014, Suez Water New Jersey, Inc. ("Respondent or Suez") filed an answer to the petition. Subsequently, on January 22, 2015, this matter was transmitted 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 -23.

On August 28, 2015, a hearing was held before Administrative Law Judge ("ALJ") Kimberly A. Moss. Due to discovery issues raised by Petitioner, ALJ Moss adjourned the matter. The matter was adjourned on June 20, 2016, on which date, Petitioner testified on his own behalf. John Hunt and Barbara Raymond testified on behalf of Respondent. During the June 20, 2016, hearing, Exhibits R-1 through R-9 and P-1 were moved into evidence. The record was closed that same day.

¹ On January 27, 2016, United Water, Inc., advised the Board of Public Utilities that the company changed its operating name to SUEZ, the ultimate corporate parent of United Water.

On July 1, 2016, Judge Moss issued an Initial Decision, in favor of Respondent, denying the relief sought by Petitioner and dismissing the petition.

On July 25, 2016, the Board received Petitioner's exceptions, which were dated July 20, 2016. Respondent filed its reply to Mr. Smith's exceptions on August 3, 2016.²

BACKGROUND

Petitioner receives water at his home in Franklin Lakes, New Jersey from Suez. His home is situated on approximately one acre of land. The property is equipped with a front and back irrigation system. The home itself has approximately five sinks, three toilets, a bath/shower combination and one separate shower – all of which were usable during the period in question for water consumption.

From May 2009 through December 2013, Petitioner received estimated bills from Respondent. An actual reading of meter 88210674 was acquired by Respondent on May 22, 2009. (R-9). The water meter was subsequently replaced on December 12, 2013; an actual reading of meter 88210674 was acquired on that same date. (R-3; R-9; 2T30:17 to 2T33:21). On January 6, 2014, meter 88210674 was tested by Corix, which showed that the meter ran at 99.8% at high flow, at 100% for low flow, and at 97% at intermediate flow. (R-4). Subsequently, Respondent sent Petitioner a catch-up bill for under-billed water consumption for 934 cubic feet of water – the difference between the actual and estimated readings between May 22, 2009 and December 12, 2013.

On August 28, 2015, the hearing on this billing dispute began before ALJ Moss. (1T).³ During that hearing, Petitioner testified that he had discovery issues, including his failure to receive a copy of the meter test, a consumption report and the weights and measures certificate. (1T24:7 to 1T26:12). He also testified about his inability to obtain the actual meter from Respondent as the meter had been destroyed. (1T6:2 to 1T8:12). The ALJ advised Petitioner that any discovery issues should have been raised prior to trial. (1T8:15-24). Consequently, the ALJ adjourned the hearing to provide Respondent with time to resolve these discovery issues. (1T26:21 to 1T27:16).

At the June 20, 2016, hearing, Robert Smith testified on his own behalf. He testified that he did not know his bills during the period in question were estimated. He testified that nothing unusual occurred on his property during the 2009 to 2013 time period.

On cross-examination, Petitioner testified that he was out of the country on business in 2009 and 2010. He testified that during monthly return visits, he paid the water bills, but did not look at them. (2T21:15 to 2T22:2; 2T28:1-21). Petitioner also admitted that he has not paid any of his water bills in 2016. (2T18). Mr. Smith did not present any other witnesses or testimony.

Suez presented the testimony of John Hunt, a Meter Compliance Supervisor for Suez. Mr. Hunt testified that meter 88210674 was removed from Petitioner's home and a new meter installed on December 12, 2013. (R-3; 2T30:17 to 2T33:21). He testified an actual reading of the meter was

² Counsel for Suez noted that it did not receive Petitioner's exceptions until August 2, 2016, due to a problem with the Hamburg, NJ post office.

³ 1T refers to Transcript of August 28, 2015, hearing.

2T refers to Transcript of June 20, 2016, hearing.

obtained upon removal. Ibid. He further testified that meter 88210674 was brought back to Suez's offices and was tested by Corix in January 2014 on a test bench certified by the State and the Board. (2T31:12-24; R-4; R-5). Relying on R-4 and R-5, Mr. Hunt testified that Corix testing showed that the high flow ran at 99.8% while the low flow ran at 100%, which were within Board parameters; however, the intermediate flow, which ran at 97%, was below the set parameters, and thus, was under registering water consumption in favor of the customer.

On cross-examination, Mr. Hunt testified that he has been employed by Respondent for thirty-six (36) years. He further testified that although there have been instances of mistaken meter readings, there are checks and balances in place to catch any such discrepancies or mistakes. (2T35:23 to 2T37:6). Specifically, Mr. Hunt explained that when a meter is removed, multiple people see and read the meter, including the meter installer, the meter leader and the meter tester. In Mr. Hunt's experience, any mistake with regard to meter readings are caught and resolved in that process. (2T38:7-14).

Next, Barbara Raymond testified on behalf of Respondent. She testified that she has been employed by Suez as a Call Center Supervisor for twelve (12) years. With regard to Petitioner's billing dispute, Ms. Raymond testified that she reviewed the file, including the test results and bill estimates, to ensure that Respondent had been accurately billed. Ms. Raymond testified that Respondent estimated the bills to Petitioner as they were unable to obtain access to the meter to get actual readings. (2T46:7-14). Ms. Raymond explained that Respondent used the HOMR program to take readings through the telephone line. Ms. Raymond further testified that a catch-up bill for \$3,852.19 was issued as a result of the reading taken on the meter that was removed from Petitioner's home in December 2013. (2T47:1-21; 2T50:1-17).

On cross-examination, Ms. Raymond testified that, in calculating the catch-up bill, Respondent calculated from the last actual meter reading, which was obtained on May 22, 2009. (2T52:3-16). She further indicated that the 934 cubic feet of under billed water consumption is the difference in estimated and actual water usage from May 22, 2009 through the date of the meter removal in December 2013. (2T56:7-11).

On July 1, 2016, Judge Moss issued an Initial Decision, in favor of Respondent, denying the relief sought by Petitioner and dismissing the petition. In her initial decision, ALJ Moss made specific findings of fact based upon her review of the testimony and exhibits. Specifically, the ALJ found that Petitioner's meter was removed and tested by Corix, that Corix testing must follow the same regulations used by Suez when doing a meter test, that at least three people read the meter when it is being removed, and that the test found that the meter was measuring at 97% accuracy for intermediate flow, thereby measuring less usage than what was actually being delivered to Petitioner. ALJ Moss further found while Petitioner requested that the meter be made available to him, his request was denied; the ALJ noted that Respondent did not request that a member of the Board be present during the meter test. ALJ Moss also specifically found that Respondent issued estimated bills from May 22, 2009, through December 12, 2013, as Suez could not access the meter through the installed HOMR program. Overall, the ALJ found insufficient evidence in the record to support Petitioner's claim that he was improperly billed by Suez and accordingly recommended the Petition be dismissed.

By letter dated July 20, 2016, Petitioner submitted exceptions to the Initial Decision. These exceptions were received by the Board on July 25, 2016 and by Respondent on August 2, 2016.

On August 3, 2016, Suez filed its reply to Petitioner's exception. On July 29, 2016, the Board obtained a forty-five (45) day extension of time in which to issue a Final Decision.

DISCUSSION AND FINDINGS

In customer billing disputes before the Board, petitioners bear the burden of proof by a preponderance of evidence of the competent, credible evidence. See Atkinson v. Parsekian, 37 N.J. 143, 149 (1962).

Petitioner failed to present any compelling testimony or documentary evidence that the actual meter readings in May 2009 and December 2013 were inaccurate to his detriment. He thus failed to prove that he was overcharged for water consumption from May 2009 through December 2013. The Board notes that pursuant to N.J.A.C. 14:3-7.2(c), a utility is permitted to provide a customer with an estimated bill "[i]f for any reason a utility cannot read a customer's meter..." (Emphasis added). Here, the record shows that Respondent was unable to read the water meter through the HOMR program, and as a result, issued estimated bills until an actual meter reading was obtained.

Additionally, Suez's standard terms and conditions, which were cited by the ALJ in her Initial Decision, permit Respondent to estimate meter readings, and after an actual meter reading is obtained, bill the customer an adjusted amount for the difference between actual and estimated use. (R-6; R-7). This is exactly what happened in this matter. An actual meter reading was obtained on May 22, 2009. (P-9). Thereafter, from May 2009 through December 2013, Suez was unable to obtain actual meter reading at Petitioner's residence, and thus, sent Petitioner estimated bills. Upon removal of the meter on December 12, 2013, Suez was able to obtain an actual reading. (R-3). Suez then sent Petitioner a catch-up bill for the difference between the previously billed estimated usage and the actual use. Despite Petitioner's speculation that the meter readings must have been inaccurate, Respondent's witness, John Hunt, testified that in his many years of experience, any mistake or discrepancy in a meter reading is caught as multiple people read the meter before it is tested. Petitioner provided neither testimonial nor documentary evidence to rebut this, and failed to demonstrate that the meter readings, which were used to determine the actual amount he owed, were inaccurate.

On July 25, 2016, the Board received Petitioner's exceptions. Pursuant to N.J.A.C. 1:1-18.4, any party may file written exceptions with the Board within thirteen (13) days from the date that the Initial Decision was mailed. A copy of the filed exceptions shall also be served on all other parties and the Judge. N.J.A.C. 1:1-18.4(a). N.J.A.C. 1:1-18.4(b), in pertinent part, provides that exceptions must:

- (1) Specify the findings of fact, conclusions of law or dispositions to which exception is taken;
- (2) Set out specific findings of fact, conclusions of law or dispositions proposed in lieu of or in addition to those reached by the judge; and

- (3) Set forth supporting reasons. Exceptions to factual findings shall describe the witnesses' testimony or documentary or other evidence relied upon. Exceptions to conclusions of law shall set forth the authorities relied upon.

The Board notes that Petitioner's exceptions were untimely filed as they were received after the allowable thirteen (13) days from the date the Initial Decision was mailed. The Board also notes that most of Petitioner's exceptions do not comport with N.J.A.C. 1:1-18.4(b), which provides, in part, that exceptions must "[s]pecify the findings of fact, conclusions of law or dispositions to which exception is taken." The Board will consider these exceptions and Suez's responses nonetheless.

In his exceptions, Petitioner mainly claims that the ALJ in her Initial Decision (1) failed to take into account Respondent's erroneously billing over a ten year period; (2) failed to find that Respondent billed for an amount in excess of five additional years in water usage; and (3) that the ALJ failed to find that Respondent's answers to discovery requests were inappropriate and inaccurate.

In response to Petitioner's exceptions, Respondent argued that the exceptions are without merit as: (1) Petitioner failed to specify any factual findings to which exception was taken pursuant to N.J.A.C. 1:1-18.4(b)(1); (2) Petitioner failed to specify any alternative or additional findings of fact, conclusions of law or dispositions that should have been considered; (3) Petitioner provided no supporting reasons or legal authority to show that he was erroneously billed for his water usage; and (4) Respondent provided answers to Petitioner's interrogatories, and at no time prior to the hearing date did Petitioner object to those answers.

First, while petitioner claims that Respondent erroneously billed him over a ten year period, the issue in dispute deals with a catch-up bill for water consumption during the five year time frame of May 2009 through December 2013. Second, despite Petitioner's claim that Respondent billed him for an amount in excess of five years of water consumption, Petitioner failed to demonstrate that the actual meter readings were inaccurate and also failed to provide any evidence that the methods used by Respondent to determine actual water consumption were inappropriate or in violation of any regulation. Finally, any issues with discovery should have been handled prior to the commencement of a hearing—despite being advised at the August 28, 2015, hearing, by the ALJ of the ability to file motions or to speak with opposing counsel, Petitioner did not do so.

Essentially, Petitioner's exceptions raise the same arguments as those he presented before the ALJ, and as such, no new issues of fact or law have been identified. These exceptions do not change the salient facts here. A customer of record, such as Petitioner, is responsible for payment of all utility service provided. N.J.A.C. 14:3-7.1(a). Although utility companies are required to maintain regular meter reading schedules and make reasonable efforts to perform actual readings on all meters, a utility may estimate a customer's bill if unable to read the meter for any reason. See N.J.A.C. 14:3-7.2; N.J.A.C. 14:3-7.2(e)(1). There is ample evidence in the record to determine that the billing adjustment was accurate. Petitioner provided no evidence to the contrary. Accordingly, upon review of the record below, the Initial Decision, and the written exceptions, the Board **HEREBY FINDS** that the issues raised in Petitioner's exceptions were fully addressed before the ALJ.

After careful review and consideration of the entire record, the Board **HEREBY FINDS** that the findings and conclusions of ALJ Moss to be reasonable and, accordingly, **HEREBY ACCEPTS** them. Specifically, the Board **FINDS** that Petitioner failed to bear his burden of proof, by a preponderance of the evidence, that he was improperly billed by Suez as there is nothing the record demonstrating that the bill from Respondent for past water consumption at the subject property was inaccurate.

Accordingly, the Board **HEREBY ADOPTS** the Initial Decision in its entirety and **ORDERS** that that the Petition be **DISMISSED**.

This order shall be effective September 3, 2016.

DATED: 8/24/16

BOARD OF PUBLIC UTILITIES
BY:

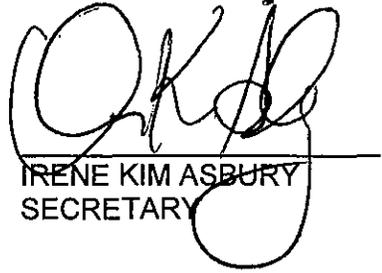

RICHARD S. MROZ
PRESIDENT

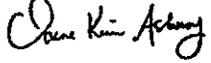

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COMMISSIONER


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


**In the Matter of Robert Smith, Petitioner v. Suez Water New Jersey, Inc., Respondent –
Billing Dispute - Docket Nos. BPU WC14060545U and OAL PUC 01087-15**

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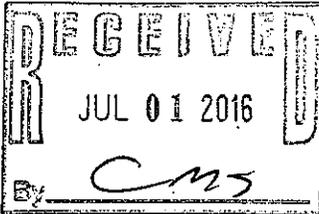
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BOARD OF PUBLIC UTILITIES
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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

OAL DKT. NO. PUC 01087-15

AGENCY DKT. NO. WC14060545U

ROBERT SMITH,

Petitioner,

v.

UNITED WATER NEW JERSEY, INC.,

Respondent.

Robert Smith, petitioner appearing pro se

John P. Wallace, Esq. for respondent, United Water New Jersey, Inc.

Record Closed: June 20, 2016

Decided: July 1, 2016

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

STATEMENT OF THE CASE AND PROCEDURAL HISTORY

Robert Smith (Smith or petitioner) filed a petition with the Board of Public Utilities (BPU) on June 6, 2014, regarding a billing dispute with United Water of New Jersey (UWNJ). Petitioner is disputing a catch-up bill. The matter was transmitted to the Office of Administrative Law (OAL) and filed on January 22, 2015. On September 28, 2015, respondent filed a motion for petitioner to provide more specific answers to interrogatories. Petitioner was ordered to provide more specific answers to

interrogatories. Several conferences were held in this matter. The hearing was held on June 20, 2016. I closed the record at that time.

FACTUAL DISCUSSION AND FINDINGS

I **FIND** the following uncontested **FACTS**:

Smith is a customer of UWNJ. On December 12, 2013, the water meter number 88210674 was removed from his residence and replaced with water meter number 89001030. Smith received estimated water bills from May 22, 2009, through December 12, 2013.

TESTIMONY

Robert Smith

Robert Smith (Smith) moved into 64 Juniper Place, Franklin Lakes in 1997. He lives with his wife and three children. The property is on one acre of land. It has a front and back irrigation system. From May 2009 through December 2013 the estimated bills showed consumption of 1,100 cubic feet of water at the premises in question. Once the water meter was changed, Smith was sent a catch-up bill was for consumption of 934 cubic feet of water. Smith did not know the prior water bills were estimates. He believes that he uses 185 cubic feet of water per year.

Nothing unusual occurred on the premises during from 2009 through December 2013. In January 2014, the meter that was removed from the premises was not made available to Smith. Smith has not paid any water bills in 2016.

John Hunt

John Hunt (Hunt) is the meter compliance supervisor for UWNJ. On December 12, 2103, a new meter was installed at petitioner's residence. The old water meter number 88210674 was removed and tested by Corix. Corix testing must follow the

same regulations that UWNJ would follow when doing a meter test. The test on meter number 88210674 showed at a high flow of water the meter tested at 99.86 percent. At intermediate flow of water the meter tested at 97% and at low flow of water the meter tested at 100%. The meter under registered with an intermediate water flow. When a meter under registers consumption, the customer is not being billed for all of the water it consumed.

The meter installer reads the meter when it is being removed. Then the meter leader at UWNJ reads the meter and the person who does the meter test also reads the meter.

Barbara Raymond

Barbara Raymond (Raymond) is the call center supervisor at UWNJ. She is familiar with Smith's claim. UWNJ could not get access to Smith's residence to do actual meter reads. UWNJ used a Homer system at Smith's residence where meter readings were done through the telephone line. The last actual meter reading prior to December 2013 was on May 22, 2009. Once the old meter was removed on December 12, 2013, a catch-up bill was sent to petitioner in the amount of \$3852.19. UWNJ does not do a year-by-year breakdown of the amount of cubic feet of water used by a customer.

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**:

Water meter number 88210674 was tested by Corix on January 6, 2014. The results of the meter test showed that at a high flow of water the meter tested at 99.86 percent. At intermediate flow of water the meter tested at 97% and at low flow of water the meter tested at 100%. The meter tested failed the test because it under registered intermediate water flow. In January 2014, Smith requested that the meter be made available to him. This request was denied. He did not request a member of the BPU be present during the meter test.

The water bills from May 22, 2009, through December 12, 2013, were estimated because UWNJ could not access the meter through the Homer program, which allowed UWNJ to read meters through the telephone line. Smith had the Homer program at his premises. UWNJ did a catch-up bill based on the difference between the December 2013 actual meter reading and the May 22, 2009, actual reading minus the estimated billing. The catch-up bill was in the amount of \$3852.19.

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 meter number 88210674, which was tested on January 6, 2014, bill was not fast. It was slow. The meter tests showed that the meter ran at 100% in low flow; 97% in intermediate flow and 99.86 in high flow. When a meter runs slow, the customer is being under-billed. Since the meter was not running fast Smith is not entitled to an adjustment.

N.J.A.C. 14:3-7.2(e) provides:

Rules concerning estimated bills for all customers are as follows:

1. Utility companies shall maintain a regular meter reading schedule and make a reasonable effort to read all meters;
2. Utility companies, upon request, shall make available to all customers a postage-paid business reply card on which the customer may mark the meter reading as follows:
 - i. The business reply card shall have appropriate explanation. The utility shall permit the customer to telephone the meter reading to the utility. The

customer reading is to be used in lieu of an estimated reading, provided the reading is received in time for billing;

3. When a utility estimates an account for four consecutive billing periods (monthly accounts), or two consecutive billing periods (bimonthly and quarterly accounts), the utility shall mail a notice marked "Important Notice" to the customer on the fifth and seventh months, respectively, explaining that a meter reading must be obtained and said notice shall explain the penalty for failure to complete an actual meter reading. After all reasonable means to obtain a meter reading have been exhausted, including, but not limited to, offering to schedule meter readings for evenings and on weekends, the utility may discontinue service provided at least eight months have passed since the last meter reading was obtained, the Board has been so notified and the customer has been properly notified by prior mailing. If service is discontinued and subsequently restored, the utility may charge a reconnection charge equal to the reconnection charge for restoring service after discontinuance for nonpayment;

4. Utility companies shall submit to the Board of Public Utilities a statement detailing their estimating procedures;

5. If low estimates result in a customer receiving an actual bill that is at least 25 percent greater than the prior estimated bill, the utility shall allow the customer to amortize the excess amount. The amortization will be in equal installments over a period of time equal to the period when no actual reading was taken by the customer or the utility; and

6. Annually, the utility shall notify all customers of their rights to amortize as set forth in (e)(5) above.

The UWNJ Tariff Standards and Condition 10.7 provides: "As permitted by the regulations of the Board of Public Utilities, the Company may estimate meter readings where the meter has ceased to register or where access to the meter cannot be obtained."

The UWNJ Tariff standards and Conditions 11.4 provides:

Where a bill has been estimated due to the fact that the Company has been unable to gain access to the meter, it will be so noted on the bill. During the billing period when the

next regular meter reading is obtained, an appropriate adjustment will be made for any difference between actual use and estimated use of water.

In this case, from August 22, 2009, to December 2013 there were no actual meter readings by of Smith's residence by UWNJ. The meter number 88210974 was not running fast. UWNJ estimated the bills because it could not access the meter thought the Homer program. UWNJ issued a catch up bill for the actual usage that petitioner was under billed for from May 22, 2009, through December 12, 2013.

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

ORDER

It is therefore **ORDERED** that the petition in this matter be and is hereby **DISMISSED**.

It is further **ORDERED** that petitioner be allowed to pay the catch-up bill in equal installments over a period of time equal to the period when no actual reading was taken by the utility.

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.

July 1, 2016



DATE

KIMBERLY A. MOSS, ALJ

Date Received at Agency:

July 1, 2016

Date Mailed to Parties:

ljb

WITNESSES

For Petitioner:

Robert Smith

For Respondent:

John Hunt

Barbara Raymond

EXHIBITS

For Petitioner:

P-1 UWNJ Bill Dated April 28, 2015

For Respondent:

R-1 Photo of home of petitioner

R-2 Photo of home of petitioner

R-3 UWNJ Field Order dated December 12, 2013

R-4 Meter Test Report dated January 6, 2014

R-5 New Jersey Weights and Measures Certification for Water Meter Provider dated
December 11, 2013

R-6 UWNJ Tariff 10.7

R-7 UWNJ Tariff 11.4

R-8 Billing History of Smith from May 22, 2009, through April 25, 2015.

R-9 Meter Consumption History Report