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October 13, 2011

Pennsylvania Public Utility Commission
Attn: James J. McNulty, Secretary
P.O. Box 3265
Harrisburg, PA 17105-3265

Re: 1-A Realty v. PPL Electric Utilities Corporation
Docket No.: F-2010-216654 and F-2010-2166976

Dear Mr. McNulty:

Please find enclosed one (1) original and two (2) copies of Brief of Complainant 1-A Realty with respect to the above captioned matter together with a Certificate of Service.

Kindly time-stamp and return one (1) copy of the above mentioned documents in the self addressed stamped envelope for my file.

If you have any questions do not hesitate to contact me.

Very truly yours,


Mark Malkames

MM/jmr

Enclosure(s)

cc: Andrew H. Ralston, Jr., (w/encl.)
1-A Realty, (w/encl.)
Honorable Dennis J. Buckley, by email

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

PA.P.U.C.
SECRETARY'S BUREAU

1-A REALTY,	:	
	:	
Complainant,	:	COMPLAINT DOCKET
	:	
vs.	:	No. F-2010-2166554
	:	
PPL ELECTRIC UTILITIES CORP.	:	
	:	
Respondent	:	

1-A REALTY,	:	
	:	
Complainant,	:	COMPLAINT DOCKET
	:	
vs.	:	No. F-2010-2166976
	:	
PPL ELECTRIC UTILITIES CORP.	:	
	:	
Respondent	:	

BRIEF OF COMPLAINANT 1-A REALTY

I. HISTORY OF CASE:

The within proceeding arises from Complaints filed by Complainant, 1-A Realty against PPL Electric Utilities Corporation from determinations from the Commissions Bureau of Consumer Services. Appeals were initiated on March 24, 2010. PPL filed Answers Containing New Matter on April 19, 2010. On April 30, 2010 1-A Realty filed Replies to the Answer and New Matter.

On May 10, 2010, a Motion was filed by 1-A Realty to consolidate the two (2) appeals. The two (2) cases were consolidated for hearing by Order of the Administrative Law Judge Dennis J. Buckley on March 22, 2011.

Hearings were held on the Appeal on April 26, 2011 and on August 23, 2011.

A deposition was conducted by PPL Electric of witness Karen Thompson on July 25, 2011. A deposition of Phyllis Ruth ¹ was conducted by PPL Electric on August 16, 2011.

The appeals are now before the Court for disposition.

II. SUMMARY OF CASE:

The within action arises from consolidated appeals filed to Docket F-2010-2166554, involving community residents Herbert and Phyllis Ruth, and Docket F-2010-2166976 involving resident Karen Thompson.

Both appeals pertain to electric meters in a manufactured home community operated by Complainant. The meters and the accounts that go with them were originally in the name of the residents but were converted to Complainant's name by the utility. The history is simply stated.

A. The manufactured home community (Red Maples) owned by Complainant promulgated rules notifying residents that existing street lights would be connected to the closest resident home, with the impacted resident to be provided with a \$10.00 lot discount in a situation where a streetlight was connected to a resident's meter.

B. The Rules were accepted and agreed to in writing by the residents in advance of the changeover.

C. The loads attached are de minimis and the residents have been provided with a rent credit of \$10.00 per month, in excess of the charge for the load which they accepted.

D. The Manufactured Home Community Rights Act provides that an operator of a manufactured home community has the right to establish fair and reasonable rules and regulations reasonably related to the health, safety and upkeep of the park.

¹ Her husband Herbert Ruth was present and also offered some commentary/testimony during her deposition.

E. The community changed over wiring of the streetlight solely arising out of safety concerns. The community is incapable of reasonably retrofitting electric light wiring because of the existence of underground utilities, the location of many of which are unknown to the community by reason of the development of the park many years ago.

F. The residents in these appeals raised some questions regarding the amount of electric the streetlights consumed by contacting the utility, PPL.

G. Both accounts were converted unilaterally by the utility to the name of Complainant without the residents requesting the conversion of the accounts.

H. Upon Complainant being notified of the involuntary conversion of the residents' accounts to the name of the Complainant, Complainant immediately (within days) disconnected the loads from the meters of residents.

I. PPL did not acknowledge the Complainant's response.

J. PPL Electric has refused to convert the accounts back to the name of the residents despite notice and demand of the Complainant and the residents that it do so.

K. Both residents have expressly instructed the utility that they wish to accept the load in any event.

III. EVIDENCE:

1-A realty operates Red Maples which is a land lease manufactured home community (N.T. I page 25). The residents place their homes on a lot which they rent from the community (N.T. page 25-26). The community maintains and provides various amenities such as streets.

The community is an older community predating zoning (N.T. page 26). All utilities in the community are underground including electric, telephone, cable tv, water and sewer (N.T. page 26, 27).

There were no utility maps acquired by 1-A when the property was purchased showing the location of wiring for street lighting (N.T. page 27). When the wiring for the electric was installed in the Community, it was installed without conduit meaning the wires were not placed in piping (N.T. page 27). At the time the Complainant purchased the manufactured home community, the street lighting system was already in (N.T. page 62). The system was comprised of just bare underground wiring (N.T. page 62).

The Complainant has no knowledge of where the old wiring is (N.T. page 63, 64). In other words, if a resident was to call Pennsylvania One Call, they would still not know where the wiring is (N.T. page 64).

An incident occurred when a resident planting a tree struck a streetlight wire causing sparking and blowing out the streetlight. The striking of wiring has been a recurring problem for the community (N.T. page 27-28).

Historically, the community received one bill for the streetlights and the community paid the bill (N.T. page 28). Because of safety concerns, the community considered various alternatives to replacing the electric (N.T. page 27) but rewiring the existing street lighting system would have been extremely expensive (N.T. 28, 29). New wiring (with Township participation and inspection) would impact the existing utilities and streets. The community would first be required to attempt to locate all the utilities to the extent possible. Rewiring would also involve crossing streets by either cutting roads or excavating underneath the roads (N.T. page 29).

The community could require residents to install individual light posts. Residents of the community have been notified of the possibility that they may be required to install that lighting pending the outcome of the PUC hearing (N.T. page 30, 31). This would involve individual residents, at their own expense, incurring the expense of hiring an electrician to put conduit

underground and purchasing an individual light pole (like is similarly required by many manufactured home communities) (N.T. page 31, 32).

The community can just eliminate streetlights (N.T. page 29).

The community is comprised of many elderly residents, and the Complainant strives to maintain a low lot rent level, keeping rents affordable in its well-maintained community (N.T. page 28).

Mayo identified C-1 which is an updated Rule and Regulation of the Red Maples Community sent to residents providing that homes with community streetlights in their yard would be given a \$10.00 rent discount when the light was connected to their meter. Those Rules and Regulations were provided to all residents of the community (N.T. page 32, 33).

1-A Realty also offered Exhibit C-2 and C-3 (both of which are reverse side of C-1) whereby each resident acknowledged the receipt of the rule amendment represented by C-1, C-2 being the acknowledgment signed by the Ruth residents and C-3 being the acknowledgment signed by resident Karen Thompson (N.T. page 33-35). The rule amendment acknowledgements were received back in the community office on December 12, 2008 (C-2) and December 1, 2008 (C-3) respectively. (N.T. page 35).

The community did not undertake any work with respect to the street lighting until July of 2009 (N.T. page 35). The rental discount for the affected resident then commenced (N.T. page 35). The rewiring work had to be coordinated with the residents (N.T. page 36). The community did extra work for the Ruths associated with the switchover of the light. They replaced the wire to their home in conduit and placed a new pedestal at the site (N.T. page 36). Karen Thompson was present outside doing work when her wiring was changed (N.T. page 36).

The community was able to come up with a fair apportionment of the streetlight charge. The lights were previously connected to the maintenance building, and the maintenance

building bill was divided by the number of streetlights (N.T. page 36). This resulted in an estimated actual electric charge of \$60.00 to \$7.00 per month per individual light (N.T. page 37).

Additionally, the community has two lots which have been vacant waiting for another home to be transferred to them. Both homes have streetlights on them, lot C-1 and lot O-27. From July 2009 to July 2010 the average electric charge associated with those streetlights has been \$8.00 (N.T. page 37-41), Exhibit C-4 and C-5).

Mayo identified C-6 and C-7 which are letters from PPL Electric notifying 1-A (incorrectly designated as A-1 Realty) of the involuntary conversion of the Ruth and Thompson accounts in the name of 1-A respectively. Upon receipt of those notices, the streetlights were immediately disconnected from the effected resident's meters (N.T. page 44). Breakers were turned off that controlled the streetlight so that there was "no load, no charge going through the meters" (N.T. page 44, 45). The breaker switch is on the meter pedestal (each home has a master meter) and then there is a separate meter that is directly wired to the streetlight on the outside of the meter pedestal (N.T. page 63). Each of the residents associated with the streetlight has a breaker box which controls the streetlight connection (N.T. page 45). PPL stipulated that the effect of turning the breaker removed the electricity load from the affected streetlight (N.T. page 45, 46).

Notice was provided to PPL of the disconnection (N.T. page 47, 48; C-8). PPL stipulated that the utility received notice of the disconnection (N.T. page 48). Of note, PPL sent notices dated August 21, 2009 and August 26, 2009, and the loads were removed from the residents' accounts on August 27, 2009.

PPL did not respond to Complainant's notice. PPL has refused to change the account and has continued to bill the Complainant notwithstanding the load removal (N.T. page 51).

PPL has not given any direction as to why the removal of the load of the breaker has not corrected the PPL's complaint (N.T. page 51).

As a manufactured home community, the Complainant is entitled to make reasonable rules and regulations so long as everyone in the same or similar category is treated the same. Every person who has a pole attached to their meter is treated the same (N.T. page 56).

PPL offered testimony through its witness David Ogden. Mr. Ogden testified that he became aware of the foreign load by reason of a call received from Phyllis Ruth (N.T. II, page 8). He states that PPL also received a call from another resident Karen Thompson (N.T. page 15).

Ogden explained that after discovering the claimed Ruth foreign load, he notified 1-A Realty (which PPL has designated as A-1 Realty throughout) and that his verbal notification was followed by a letter to Mr. Mayo (N.T. page 21; C-7). He stated that the Ruth notification was followed by a similar letter regarding the Thompson property (N.T. page 21, 22; C-6).

Ogden acknowledged that with respect to Mrs. Ruth she had called PPL and advised "she did not want to go through with the investigation" (N.T. page 22). He stated "she wanted it dropped" (N.T. page 22). PPL believes state law requires that once a utility proceeds with an investigation, the utility cannot "reverse it" (N.T. page 24).

Ogden explained that PPL takes the position that the load must be removed by removing the wiring from the customer's meter and having it placed into a separate meter for which the landlord would be responsible (N.T. page 25)². PPL contends that the account cannot be changed "until the wiring is corrected" (N.T. page 25).

Ogden acknowledged that when he went to the Ruth homesite, she immediately told him that she was receiving a rent credit associated with being attached to the meter (N.T. page

² Counsel is aware of no law whereby PPL can require maintenance of street lights.

28). He confirmed that the Ruths already understood that the claimed load was on their meter (N.T. page 29, 30). He acknowledged that Mrs. Ruth's question was to determine whether or not she was receiving a sufficient rent credit for the electricity that her meter was actually registering (N.T. page 30). He acknowledged that the Ruths did not request PPL put the account in the name of the owner (N.T. page 31).

Ogden also acknowledged that PPL did not receive a request from Karen Thompson to place the account in the name of 1-A Realty, but that PPL elected to do that on its own (N.T. page 31). The decision to place the account in the name of 1-A Realty was PPL's decision, not the tenant's decision (N.T. page 31).

Ogden acknowledged that his investigation did not concern itself whether the residents of the community had agreed to accept the claimed load and lighting (N.T. page 31, 32).

Ogden claimed that he was "not aware" that the park had actually turned the breakers of both streetlights off at some point (N.T. page 43) stating he did not recall whether or not PPL received notice that the breakers had been disconnected (N.T. page 43). He identified that the Don Bicking referred to in PPL correspondence as his "supervisor" (N.T. page 43, 44) and testified that he was instructed by Mr. Bicking he was not even allowed to open correspondence he received from the Complainant (N.T. pages 41, 44).

PPL also called witness Dennis Worthington. Worthington acknowledged that PPL was aware that the Complainant had filed notice that the two (2) streetlight connections had been removed from the load (N.T. page 50-52)³.

PPL contends that the correction made by the Complainant is not "permanent" enough (N.T. page 53). Worthington did not explain how the claimed permanency could be achieved,

³ This was also stipulated to at the first hearing.

although PPL incorrectly characterized the load removal provided by the Claimant as "unplugging" (N.T. page 55).

On cross examination, Worthington confirmed that PPL was interchanging the concept of claimed foreign "wiring" with a claimed foreign "load". Worthington believes "they are one and the same" (N.T. page 57). He acknowledged nevertheless that there has been no load going to either the Thompson or Ruth's meter (N.T. page 57), Worthington also acknowledging the claim of electricity from the streetlights "stops at the breaker" (N.T. page 58). He acknowledged PPL's understanding that the disconnection has been made since August of 2009 (N.T. page 58).

Worthington acknowledged that PPL sends its customer's copy of tenant's rights under Act 54 (N.T. page 58, 59; Ruth 1). The document is intended to be an explanation of the law as PPL understands it (N.T. page 58). The notice indicates that the customer could pay the disputed bill if they wanted (N.T. page 58). Although Worthington contends that the ability to pay the bill by the customer was intended to only apply to instances of potential service termination, no such limitation is referenced (N.T. page 59; Ruth 1). The notice also specifically references that the customer "does not have to put the account in their own name" (N.T. page 59, 60; Ruth 1) of course meaning that the customer could.

Notwithstanding those notices, PPL both refused the instruction by the Ruth customers to have the account titled in their own name (N.T. page 60). It also rejected payment from the Ruths (N.T. page 60).

In response to questioning from the Court, Worthington opined that a "fix" of the claimed load is to install individual meters to each streetlight and to establish a separate PPL account for each meter (N.T. page 61-63). That "fix" would involve establishing 21 new

accounts for the utility with administrative charges at least equal to if not in excess to the load charge for each account (N.T. page 64).

Mayo confirmed at the second hearing, through Exhibit C-9 and C-10, that the average lighting charges remain below \$10.00 per month for two vacant lots (N.T. page 67, 68). The average monthly charge was \$9.67 and for lot C-1 the average charge was \$9.08 per month (N.T. page 69, 70; C-9, C-10).

Also testifying was witness Karen Thompson, one of the affected residents whose testimony was taken by deposition on Monday, July 25, 2011. She is a 27 year resident of the community (N.T. III, page 6). Ms. Thompson explained that rewiring occurred in the summer of 2009. She was under the assumption it was done because "we needed new wiring and tenants were destroying the existing wiring" (N.T. page 7). She claims she was unaware that the light would be attached to her meter, but acknowledged that she "agreed to it unknowingly" (N.T. page 8, 10).

She states that she called PPL to come out to verify that the light would not cost her more than \$10.00 per month and "that's how it started" (N.T. page 10). She states that she was instructed by PPL not to pay her bill (N.T. page 11).

She explained that she called PPL many times speaking with somebody named "Dorothy" requesting that her account be placed back in her name (N.T. page 13). She stated that "I just want my account back" (N.T. page 13).

Although Thompson identified a letter she received from the community regarding her failure to comply with Park rules, she indicated that she had not been threatened with eviction (N.T. page 17, 18).

Thompson acknowledged receiving the rule amendment (C-3) which was her acknowledgment of the rule amendments, which she signed and sent back on November 28,

2010 (N.T. page 19; C-3). Thompson confirmed that when she called PPL she did not tell PPL she wanted one of the streetlights removed from her meter (N.T. page 21); all she wanted to know was to have the representative tell her that \$10.00 was the charge to her account "and that would have been the end of it for me" (N.T. page 21). PPL did not do that (N.T. page 21). It was PPL's idea to put the account back into the name of 1-A realty, not her instruction (N.T. 21).

Thompson sent a letter to PPL dated October 2, 2009 where she instructed PPL that the electric usage bill be removed from her landlord's account and be placed back into her name. She also indicated "I have agreed with my landlord to the current wiring to my electric meter" also requesting that the change be made expeditiously (Thompson 2; N.T. page 22). PPL did not comply with her instruction (N.T. page 22)

Thompson confirmed that the light was disconnected sometime prior to August 28, 2011 (N.T. page 24). She has no reason to believe that there is any charge of electric going to her meter (N.T. page 25).

Thompson also confirmed receiving the Tenant's Rights explanation marked as Thompson 3 (N.T. page 22, 23; Thompson 3). That exhibit indicates that "you do not have to put the account in your name". Although she wants the account in her name, PPL has told her she cannot put the account in her name (N.T. page 24).

The testimony of Phyllis Ruth was also taken by deposition on August 16, 2011.

Phyllis Ruth has lived in the community for 16 years (N.T. 5). She became aware of the change of the streetlight, explaining, "Mr. Mayo needed to change wiring because it was rotting underground. So he changed the wiring at my baseboard of my meter to the trailer and to the streetlight which made me a little – the streetlight to? While we knew for four or five years the

light was on and off, on and off. I figured it was bad. I never thought much of that." (N.T. page 6).

She explained that although the community did not talk to her about placing the streetlight on her meter, that the community did send lease papers around indicating that they were going to get a \$10.00 discount if the streetlight was placed on the property. She indicated that she signed the letter and "didn't think much of it" (N.T. page 7). She understood that she would be getting a \$10.00 discount by signing the paper (N.T. page 7, 8). Mrs. Ruth stated she just wanted the light normal and that she didn't care if a light was on her meter or not (N.T. page 10, 11). She explained that the Ruths attempted to pay their electric and sent checks but that PPL returns the check (N.T. page 10, 11)⁴. In fact, the Ruths confirmed that they attempted to make several payments which were returned by PPL (N.T. page 25, 26).

The Ruths explained that they understood that the connection of the light to their meter was going to happen before it happened (N.T. page 13; C-2). She acknowledged signing a document (N.T. page 14). She stated that she received the \$10.00 rental discount for a 5-6 month period thereafter (N.T. page 14, 15).

She explained that when the account was transferred to 1-A Realty, it was not at her request (N.T. page 18, 19). PPL did this on its own (N.T. page 19).

Mrs. Ruth indicated that she tried to have her account placed back in her name two or three times (N.T. page 20). She indicated that she wanted the meter back in her name and to pay for it (N.T. page 20; C-4).

Although a letter was sent to PPL directing them to put the account in her name, she indicates that PPL did not respond to that letter (N.T. page 21). When asked whether she

⁴ The Ruths testified that Bill Mayo "is a good man"; that he always has been a friend attesting to the mutual respect of the historic landlord tenant relationship of the parties.

wants the account back in her name, she staid that "of course I want it back in my name" (N.T. page 21).

She also confirmed that the load was removed from her meter in August or September of 2009 (N.T. page 22).

Ruth even suggested that PPL could resolve the situation by attaching a separate meter to her backboard and sending her a separate bill for that meter or adding the electric registered by that meter to her bill so that she knows how much electric is being registered from the light on that meter (N.T. page 23).

She stated as follows,

Q. Just so I understand, ma'am. You were saying there would be – it would still – the bill would still be in your name, but there would be a separate meter so you could measure every month how much the electric was?

A. Bingo –

Q. Is that correct?

A. -- to what he said.

Q. So to the extent – you are not suggesting that A-1 should establish separate meter accounts for each light in the community?

A. That his prerogative, whatever he wants to do. I'm talking about me.

Q. You think there is some way of establishing a second meter that would just – it would still – whereby the streetlight would still be on your bill, but it would be able to measure what the actual usage was and then it would be a –

A. And what the discount could be."

The Ruths confirmed that they attempted to make several payments which were returned by PPL (N.T. page 25, 26).

IV. ARGUMENT

The within case is governed by the Pennsylvania Code 66 Pa.C.S.A. §1529.1. That section provides in pertinent as follows:

"(a) **Notice to public utility** – It is the duty of every owner of a residential building or mobile home park which contains one or more dwelling units, not individually metered, to notify each public utility from whom utility services is received of their ownership and the fact that the premises served are used for rental purposes.

(b) **History of account** – Upon receipt of the notice provided in this section, if the mobile home park or residential building contains one or more dwelling units not individually metered, an affected public utility shall forthwith list the account for the premises in question in the name of the owner, and the owner shall thereafter be responsible for the payment for the utility services rendered thereunto. In the case of individually metered dwelling units, unless notified to the contrary by the tenant or an authorized representative, an affected public utility shall list the account for the premises in question in the name of the owner, and the owner shall be responsible for the payment for utility services to the premises.

(c) **Failure to give notice** – Any owner of a residential building or mobile home park failing to notify affected public utilities as required by this section shall nonetheless be responsible for payment of the utility services as if the required notice had been given."

No state Court decision outside of the Commission has yet interpreted the language of what constitutes dwelling units "not individually metered".

Complainant is aware that the Commission deems the presence of "foreign load" as preventing a dwelling unit from being "individually metered" notwithstanding that a dwelling unit may be individually metered as a physical fact. See Boyce v. Duquesne Light Company, Docket No.: Z-00223698 (September 1, 1994). Respectfully such an interpretation by the Commission renders the express language of the statute meaningless.

The residents' units at issue are individually metered as a matter of physical reality. 1529 (b) requires only that where one or more dwelling units in a residential building or mobile home park are not individually metered, the utility is required to list the account for the premises in the name of the owner.

Of note, the Pennsylvania Public Utility Commission adopted (and then withdrew) a proposed Policy Statement Re: "Resolution of Complaints involving 66 Pa.C.S.A. §1529.1". See L-980137. The Commission therein recognized therein that a dwelling unit is still considered to be individually metered where only a minimal load is registered by that unit meter. The Commission also previously recognized that allowing minimal foreign loads to be recorded by the meter "is not contrary to the intent of the statute".

The Commission noted that this policy was consistent with past decisions of the Commission allowing a tenant to accept financial responsibility for a foreign load that was disclosed. Blackwell v. Equitable Gas Company, 55 Pa. PUC 647 (1982).

Importantly, the Commission also noted in its Statement L-980137 that §1529.1 (b) expressly provides that "a utility is not required to place an account for an individually metered dwelling unit in the name of the building owner where the tenant has notified the utility to the contrary". The proposed policy statement by the Commission thus expressly interprets that operation of the statute (1529.1 (b)) is effectively superseded by the tenants notifying the utility of a willingness to accept financial responsibility for a utility account (even if charges for foreign load are billed to the account).

Moreover, the Commission also previously interpreted §1529.1 (b) as follows:

" ... the Commission expects that upon discovery of a foreign load that had not been disclosed to the tenant and for which a tenant had not accepted financial responsibility, the utility will notify the building owner and place the utility account for that,

dwelling unit in the building owner's name. The account is to remain in the building owner's name until the foreign load is removed, or until the tenant notifies the utility of an agreement to accept responsibility for the account".

The Commission by Order entered on August 12, 1999 thereafter adopted a new proposed rulemaking order "Regarding Residential Utility Service Accounts Containing Charges For Foreign Loads at Docket No.: L-00990142, withdrawing the Proposed Policy Statement filed at Docket No.: L-00980137. See Ward v. PPL Utilities, Inc., C-00992784, Opinion and Order adopted August 31, 2000.

Of note, the new proposed rulemaking (as referenced in the Ward decision) stated that certain circumstances could warrant a de minimis foreign load, most notably "where there is some prior disclosure and consent of the affected tenant", which the Ward Court found "none of which appear to be present in this case". Ward, supra.

Interestingly, in discontinuing the proposed rulemaking filed to Docket No.: L-00990142, the Commission did so because the Commission found several adjudications were "able to resolve a number of the same (recurring) foreign load issues". L-00990142. The Commission referenced that in James Burton v. Peco Energy, F-00339578 (September 23, 1998), where a foreign load "dispute" occurs, a utility must pursue collection of any unpaid amounts from the landlord and not the tenant. The Commission reasoned that the utility is not an arbiter of "disputes". See Order of the Public Utility Commission, Docket L-00990142 entered October 7, 2005.

Here, there is no "dispute". The utility in fact has created the dispute.

The utility was called by the residents solely for the purpose of answering inquiries concerning the amount of the electric associated with the streetlight. Neither resident requested that the utility transfer the account into the name of the owner. The utility decided

on its own that there was a "dispute" where none existed. Interesting, the utility notified both affected residents that they "followed up on your complaint about the electricity usage at your home". The problem with that notice is that there was no "complaint".

Moreover, each resident specifically notified the utility that they wanted their account to their sole name. Karen Thompson has notified PPL Electric Utilities that she was "request{ing} that my electric usage be removed from our landlord's account, William Mayo, and be placed back in my name" and that "I have agreed with my landlord to the current wiring of the streetlight to my electric meter". The utility ignored this direction.

The Ruths were even more direct sending a letter to the utility on September 18, 2009 notifying the utility that they were being reimbursed for the electric usage; requesting that the meter be put back into their name; that she had the "right to say what is attached to {her} meter". Interestingly she indicated that if it helped the utility, she could acknowledge that she "withdrew" her complaint, even though she also just as clearly indicates that "all I ever did was ask the question about Act 54".

The utility ignored both of these directives. They have refused payment of the Ruth, account by the Ruths. Of note, they have accepted payments from Thompson, making no sense whatsoever to the Complainant.

They disregarded notices sent by the Complainant indicating that a fix was made (notwithstanding that apparently they did not like the fix), simply ignoring Complainant's correspondence. In fact one representative indicated that he was not even authorized to open correspondence received from the Complainant, that communication attempting prompt and reasonable response to the utility complaints.

Finally, and most disturbingly, the community is under no obligation to provide lighting. It simply disconnected the lighting upon the initiation of this "dispute" by the utility. Of note,

even decisions such as Harman v. PPL Electric Utilities, C-20031793 (July 22, 2004) still require that the account be changed where the load is removed and a tenant agrees to take responsibility for the account. The utility seems to believe not only that it is charged to determine whether there is a load, but additionally it is mandated to determine whether there is wiring which could potentially lead to another load arising.


As a matter of public interest, this is not the situation of a load which was attached in secret or in the dark of night. It is not a load which was connected by a landlord seeking to try to avoid common responsibilities. It is not a situation where notice was not provided to the affected residents prior to the work comprised in rewiring the lighting and the attachment of the loads. It is not a situation where anyone is being deprived of rights or taken advantage of, residents receiving more than sufficient reimbursement.

Of interest, the utility has received two (2) resident inquiries, no complaints, notwithstanding that this affects some 20 homesites in the community, attesting to the suitability of this arrangement for this community. The Complainant enjoys good relations with these long standing tenants. The "evil" sought to be addressed in the statute as it has been interpreted by the Commission simply does not exist in this case.

Of note, the Pennsylvania Manufactured Home Community Rights Act, Act 80 effective March 2011, specifically provides that a community owner is entitled to adopt fair and reasonable rules and regulations reasonably related to the health, safety and residents of the community so long as they are provided equally to all residents of the same or similar category 68 P.S. 398.4. The Complainant is in compliance with the applicable statute.

The Complainant respectfully requests that your Honorable Court order the reversal of determinations of the BCS and return the utility accounts to the rightful names of the utility customers.

Respectfully submitted,
MALKAMES LAW OFFICES, by



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Dated: October 13, 2011

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BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

1-A REALTY,

Complainant,

COMPLAINT DOCKET

vs.

No. F-2010-2166554

PPL ELECTRIC UTILITIES CORP.

Respondent

1-A REALTY,

Complainant,

COMPLAINT DOCKET

vs.

No. F-2010-2166976

PPL ELECTRIC UTILITIES CORP.

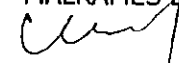
Respondent

CERTIFICATION OF SERVICE

I, Mark Malkames, Esquire, hereby certify that Brief of Complainant 1-A Realty was mailed upon the following as indicated below by First Class Mail on October 13, 2011 (copy of service letter attached) with respect to the above matter:

Gross McGinley
Attn: Andrew H. Ralston, Jr., Esquire
33 South Seventh Street
P.O. Box 4060
Allentown, PA 18105-4060

Respectfully submitted,
MALKAMES LAW OFFICES, by



Mark Malkames, Esquire
I.D. No. 38792
Attorney for Complainant
509 Linden Street
Allentown, PA 18101
Phone (610) 821-8327
Fax (610) 821-5851

Date: October 13, 2011

MALKAMES LAW OFFICES
509 LINDEN STREET
ALLENTOWN, PA 18101-1415

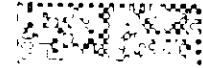
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Pennsylvania Public Utility Commission
Attn: James J. McNulty, Secretary
P.O. Box 3245
Harrisburg, PA 1705-3245