

BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION

DORCA MEJIA,

Complainant,

vs.

PPL ELECTRIC UTILITIES CORPORATION,

Respondent.

COMPLAINT DOCKET

NO. F-2020-3019000

**POST HEARING BRIEF OF PPL ELECTRIC UTILITIES CORPORATION**

I. Introduction:

An initial hearing before ALJ Steven K. Haas was held in the instant action on June 23, 2020. At the conclusion of all testimony, the parties were requested to file legal post hearing briefs on or before August 21, 2020. The instant brief is offered on behalf of PPL Electric Utilities Corporation (PPL Electric) in support of the actions taken by PPL Electric in transferring the electric service account of a tenant into the name of a landlord following the discovery of foreign wiring.

II. Discussion:

The law on foreign wiring is set forth in 66 Pa C S § 1529.1.

**(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 service 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.

66 Pa. Stat. and Cons. Stat. Ann. § 1529.1 (West).

While the phrase “not individually metered” is not defined in the Code or the PUC’s regulations, the PUC has developed a definition of the same through its decisions. The phrase means that the unit’s electric meter is registering foreign wiring; meaning the existence of foreign wiring precludes a premises from being considered individually metered. See *Shank v. PPL Electric Utilities, Inc.*, docket number C-2009-2087300. Pursuant to Section 1522, Act 54 is applicable to all tenants and landlords of residential buildings (and mobile home parks). Moreover, a tenant cannot waive his/her rights under Act 54. 66 Pa C.S. § 1530. If foreign load is discovered, the utility is mandated to transfer service, and the tenant cannot accept service even upon full knowledge of the foreign load.

Of particular interest in the instant matter is whether the electric current detected must be of a sufficient quality to enable the tenant to effectively utilize it in order to constitute “foreign load”. Instruction from the Commonwealth Court implies no. Specifically, in *A-1 Realty v. Pennsylvania Public Utility Comm’n*, the Court found “The Code does not permit the requested conversion based on either tenant agreement or breakers being switched off.” 63 A.3d 480 (Pa. Cmwlth. 2013). The Court in *A-1 Realty* found that even if the meter is no longer registering foreign load (because a breaker is turned off), the unit remains not individually metered due to the wiring and the account

must be placed in the name of the landlord. *Id.* Thus if the electrical boxes contain foreign wiring, the account cannot be the name of the tenant. In addition, the law is clear that there is no de minimus exception.

While Respondent's have been unable to locate any caselaw directly on point – addressing whether load that registers but is insufficient to be functional – constitutes foreign wiring, the language and holding in *A-1 Realty* certainly provides support for upholding the actions of PPL Electric. The Commonwealth Court is clear – “Notwithstanding the fact that the electric meter is no longer registering a foreign load, Section 1529.1 of the Code mandates that dwelling units not individually metered *shall* be listed in the owner's name and *shall* be the owner's responsibility. *Id.* at 484. Thus whether or not the outlet in Complainant's apartment was registering a foreign load, the wires were present and constituted a foreign load under the reasoning of *A-1 Realty*.

The testimony at hearing was clear. PPL Electric received a report of suspected foreign wiring and Customer Contact Representative Anthony Harris performed a timely inspection, accompanied at all relevant times by Complainant's property manager, Gelson Colon. The rented apartment owned by Complainant contained an outlet that when inspected registered load. Even Complainant did not dispute that the load registered on the testifying device. This finding required Respondent, PPL Electric, to transfer the service into Respondent's name. Failure to do so would have subjected PPL Electric to a potential violation.

Moreover, Complainant appears to imply that PPL Electric should have removed the outlet covering and followed the wires to determine exactly how the outlet was wired and whether the current was sufficient for operation of a light. Such is not the standard

and should not be the standard. PPL Electric performed inspections, when notified of potential foreign wiring, to confirm the existence of the same. PPL Electric's customer contact representatives who perform the inspections are not certified electricians who dismantle outlets and electrical wiring. The burden should be on the landlord to ensure that wires are not crossed in such a manner as to register load. The standard to date has been fairly objective – when foreign load registers the account must be placed into the name of the landlord. Utilities should not be required to employ a subjective standard of determining whether the level of load is meaningful enough to require transfer of the balance.

Moreover, Mr. Harris was clear – the outlet was available for use by the tenant, should the tenant have so desired. There was no covering or capping of the outlet on the date of the inspection. Accordingly, with the presence of the wire within the apartment of the tenant, even if not fully connected on the date of inspection, the wires remained present and available for connection. Such is similar to the lights being turned off at the breakers in *A-1 Realty* and the Commonwealth Court finding such action insufficient to place the accounts back into the name of the mobile home owners.

Respondent certainly understands the concerns of the Complainant. However, if ordered to remove the account from the name of the Complainant, PPL Electric would be required then to transfer the account balance back to the name of the prior tenant. PPL Electric asserts it acted not only reasonably, but as required by 66 Pa. C.S. § 1529.1 in transferring the balance to the landlord, as PPL Electric believes once the outlet load was confirmed it could no longer seek payment for the balance from the tenant.

III. Conclusion:

For the foregoing reasons, PPL Electric respectfully requests the Pennsylvania Public Utility Commission dismiss the Complaint of Complainant, Dorca Mejia.

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Date: August 21, 2020

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**CERTIFICATE OF SERVICE**

This is to certify that the POST HEARING BRIEF on behalf of PPL ELECTRIC UTILITIES CORPORATION was mailed to counsel/complainant of record on behalf of Respondent by first class United States mail, postage on this the 21st day of August, 2020.

DORCA MEJIA  
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KISSIMMEE, FL 34758

GROSS MCGINLEY, LLP



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