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December 4, 2015

VIA ELECTRONIC FILING

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Brookwine Associates, LLC v. Metropolitan Edison Company
Docket No. C-2015-2460955

Dear Secretary Chiavetta:

Enclosed for filing please find the Main Brief of Metropolitan Edison Company in the above-referenced matter. This document has been served upon the parties, as shown in the attached Certificate of Service.

Please contact me if you have any questions regarding this matter.

Very truly yours,



Tori L. Giesler

dln
Enclosures

c: As Per Certificate of Service

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

BROOKWINE ASSOCIATES, LLC	:	
	:	
v.	:	Docket No. C-2015-2460955
	:	
METROPOLITAN EDISON COMPANY	:	

**MAIN BRIEF
ON BEHALF OF
METROPOLITAN EDISON COMPANY**

FIRSTENERGY SERVICE COMPANY

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Dated: December 4, 2015

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I. STATEMENT OF THE CASE

A. Introduction and Background

Brookwine Associates, LLC (“Complainant”) filed a Formal Complaint (“Complaint”) against Metropolitan Edison Company (“Met-Ed” or the “Company”) challenging the Company’s transfer a tenant’s entire outstanding balance to a landlord upon confirmation of the existence of a shared metering condition. The Complaint admitted that a shared metering condition existed, but alleged that the Complainant should only be held responsible for a portion of the outstanding balance.

For the reasons set forth below, the Complaint should be dismissed and the relief requested by the Complainant denied. The Complainant produced no evidence supporting its allegations that the Company should only hold it responsible for a small portion of the tenant’s outstanding balance which was transferred due to the confirmation of a shared metering condition. Most importantly, the Complainant has failed to carry its burden of proof establishing that the Company committed any violation of Met-Ed’s tariff, the Public Utility Code, 66 Pa.C.S. § 101 et seq. (“Code”) or any regulation, order or rule that the Pennsylvania Public Utility Commission (“Commission”) has authority to administer. In fact, there has not even been an allegation of such violation made in this proceeding.

As a matter of law, there is no genuine issue of material fact regarding Met-Ed’s obligation to list an electric service account, including any and all arrearages, in the name of the Complainant after the Company determined the presence of foreign load on the electric meter serving the Complainant’s rental property located at 36 North Hartley Street, York, Pennsylvania 17401 (“Rental Location”). Therefore, as a matter of law, the Formal Complaint must be dismissed with prejudice.

B. Procedural History

On or about December 22, 2014, the Complainant filed the Formal Complaint with the Commission.

On January 5, 2015, the Formal Complaint was served upon the Company. The Formal Complaint admits to the presence of foreign load and alleges only that “a single watt light bulb burning continuously for a month would only use approximately \$7.20 of electricity on average. We would be willing to round that figure to an even \$10.00 per month and just to be safe, double it to \$20.00 per month and reimburse Met Ed \$20.00 per month times the (14) months that Tyanna Duncan was a tenant for a total of \$280.00 to be reimbursed to Met-Ed. We feel this is a more than fair solution as we can not be responsible for a tenant not paying their utility bills.” (Letter dated December 18, 2014 attached to Formal Complaint.)

On January 26, 2015, Met-Ed timely filed an Answer and New Matter to the Formal Complaint.

By letter dated March 10, 2015, the Complainant, by and through counsel, untimely filed a Reply to New Matter in which no facts were denied.

On March 13, 2015, Administrative Law Judge Dennis J. Buckley (“ALJ Buckley”) issued an initial telephonic hearing notice scheduling a telephonic hearing for April 27, 2015.

On March 27, 2015, the Company filed a Motion for Summary Judgment. No reply to the Motion for Summary Judgment was filed by the Complainant.

On April 24, 2015, ALJ Buckley canceled the initial telephonic hearing and rescheduled for July 7, 2015.

On July 7, 2015, the initial telephonic hearing commenced with counsel for the Company and counsel for the Complainant appearing. An off-the-record discussion was held.

On July 7, 2015, ALJ Buckley entered an Order directing that if an agreement as to the facts could be reached, a Joint Stipulation of Facts would need to be filed no later than August 6, 2015 and a briefing schedule would then be established. If a Joint Stipulation of Facts could not be agreed to and filed, then this matter would be re-listed for hearing.

On August 6, 2015, the Company and counsel for the Complainant timely filed a Joint Stipulation of Facts as they were unable to resolve the complaint.

On November 3, 2015, ALJ Buckley issued a Briefing Order directing main briefs to be filed December 4, 2015 with reply briefs due December 23, 2015.

C. Statement of Facts

The facts in this case were stipulated to by both parties, as reflected by the Joint Stipulation of fact filed on August 6, 2015. Those facts are incorporated and restated here exactly as stated in the August 6, 2015 filing.

Met-Ed is an electric distribution company that is certificated as a public utility in Pennsylvania and that provides retail residential electric service to Complainant's rental property located at 36 North Hartley Street, York, Pennsylvania 17401 ("Rental Location").

Complainant has represented itself to be the property owner and landlord of the Rental Location.

On August 26, 2013, Tyanna Duncan ("Tenant") established electric service at the first floor of the Rental Location where Tenant resided ("Tenant's Apartment") under Account No. 100104996101 ("Tenant Account").

On May 28, 2014, the Tenant was the customer of record at the Tenant's Apartment.

On May 28, 2014, the Tenant contacted the Company regarding a high bill and possible mixed metering at the Rental Location.

On May 28, 2014, the Company generated an order directing a field technician to contact the property owner and go to the Rental Location to investigate the alleged mixed metering condition.

On June 3, 2015, a Company representative spoke with Complainant's representative and scheduled an appointment to conduct a mixed metering investigation at the Rental Location for June 5, 2014.

On June 5, 2014, a Company field technician went to the Rental Location and determined that there was no mixed metering; however, a shared metering, also known as foreign load, condition existed in that a hall and porch light were identified as being wired to the meter serving the Tenant's Apartment at the Rental Location.

On June 13, 2014, the Company coded the Tenant Account for shared metering and transferred the Tenant's Account balance of \$2,880.89 ("Transferred Balance") to a newly created account in the Complainant's name under Account Number 100109054278 ("Shared Metering Account").

The Transferred Balance consisted of usage from October 11, 2013 through May 9, 2014, which represented consumption accrued only during the Tenant's residence at the Rental Location.

On June 13, 2014, a written utility report was issued to the Complainant advising that a shared metering condition existed and the electric service was being placed in the Complainant's name until such time as the shared metering was corrected and advising that the balance of the Shared Metering Account was \$3,019.55, which was due by July 3, 2014.

On August 19, 2014, the Complainant contacted the Company to notify it that the shared metering condition had been repaired and the Company issued a written utility report advising that an appointment needed to be scheduled so that it could verify that the shared metering condition had been corrected.

On September 11, 2014, the Company performed a field visit and determined the shared metering condition was corrected.

On September 16, 2014, the shared metering coding was removed from the property and a written report was issued advising that the Tenant could call and reinstate service in her name.

On November 4, 2014, electric service was properly terminated at the Service Location due to nonpayment of the Shared Metering Account.

Also on November 4, 2014, the Tenant contacted the Company to place service in her name.

Service was established in the Tenant's name effective November 5, 2014.

On November 4, 2014, a representative from York Property Management contacted the Company on behalf of the Complainant seeking an explanation of the balance transfer which was attributed to the Tenant's unpaid arrearage from usage at the Service Location and also confirmed that the shared metering coding had been removed from the Rental Location records.

On December 6, 2014, the past due balance of \$3,268.84 of the Shared Metering Account was transferred to an active account of Complainant, account number 100110263959.

On or about December 22, 2014, the Complainant filed the Formal Complaint with the Commission.

II. APPLICABLE LEGAL STANDARDS

A. Jurisdiction of the Commission

Section 701 of the Code provides that any person may complain, in writing, about any act or thing done or omitted to be done by a public utility in violation, or claimed violation, of any law that the Commission has jurisdiction to administer, or any regulation or order of the Commission.¹

The Commission has only those duties, powers, responsibilities and jurisdiction as are expressly or by necessary implication given to it by the Legislature.² The Commission must act within, and cannot exceed, its jurisdiction.³ Jurisdiction may not be conferred by the parties where none exists.⁴ A challenge to subject matter jurisdiction of a forum to hear a particular dispute is never waived; this jurisdictional question may be raised at any stage of the judicial process.⁵

¹ 66 Pa.C.S. § 701.

² *Rogoff v. The Buncher Company*, 395 Pa. 477, 151 A.2d 83 (1959); *Western Pennsylvania Water Company v. Pa. P.U.C.*, 311 A.2d 370 (Pa. Cmwlth. 1973).

³ *City of Pittsburgh v. Pa. P.U.C.*, 43 A.29 348 (Pa. Super. 1945).

⁴ *Roberts v. Martorano*, 427 Pa. 581, 235 A.29 602 (1967).

⁵ *Commonwealth v. Atlantic & Gulf Coast Stevedores, Inc.*, 422 Pa. 442, 221 A.2d 128 (1966); *see also Lydine Dutton v. Cordia Communications Corporation*, Docket No. F-2010-2201413 (Final Order entered September 22, 2011) (“...jurisdictional issues are never waived...”).

B. Burden of proof

Code Section 332(a) states that the proponent of a rule or order has the burden of proof in a Commission proceeding,⁶ except as otherwise provided in Code Section 315.⁷ “Burden of proof” means a duty to establish a fact by a preponderance of the evidence, or evidence more convincing, by even the smallest degree, than the evidence presented by the other party.⁸ In order to prevail in this proceeding, the Complainant has the burden of showing that the Company is legally responsible or accountable for the problem described in the Complaint.⁹ The Complainant must establish its case by a preponderance of the evidence.¹⁰

If a complainant establishes a *prima facie* case, the burden of going forward with the evidence shifts to the utility.¹¹ If a utility does not rebut that evidence, a complainant will prevail.¹² If the utility rebuts complainant’s evidence, the burden of going forward with the evidence shifts back to a complainant, who must rebut the utility’s evidence by a preponderance of the evidence.¹³ The burden of going forward with the evidence may shift from one party to another, but the burden of proof never shifts; it always remains on the complainant.¹⁴

⁶ 66 Pa.C.S. § 332(a).

⁷ 66 Pa.C.S. § 315.

⁸ *Se-Ling Hosiery v. Margulies*, 364 Pa. 45, 70 A.2d 854 (1950).

⁹ *Patterson v. Bell Telephone Company of Pennsylvania*, Docket No. F-8966524 (Final Order Entered February 8, 1990); *Feinstein v. Philadelphia Suburban Water Company*, Docket No. 20822 (Final Order Entered October 6, 1976).

¹⁰ *Samuel J. Lansberry, Inc. v. Pa. P.U.C.*, 578 A.2d 600 (Pa. Cmwlth. 1990), alloc. den., 529 A.2d 654, 602 A.2d 863 (1992).

¹¹ *Heller v. Indian Spring Water Co.*, C-2012-2334240 (Final Order Entered June 7, 2013) (citing *Replogle v. Pennsylvania Electric Company*, Docket No. F-06727378 (Final Order Entered October 9, 1980) and *Waldron v. Philadelphia Electric Company*, 54 Pa. PUC 98 (1980)).

¹² *Id.*

¹³ *Id.*

¹⁴ *Id.*

Furthermore, substantial evidence in the record must support the decision of the Commission.¹⁵ The term “substantial evidence” means such relevant evidence that a reasonable mind may accept as adequate to support a conclusion.¹⁶ More is required than a mere trace of evidence or a suspicion of the existence of a fact sought to be established.¹⁷ In addition, the offense must be a violation of the Code, the Commission’s regulations, or an outstanding order of the Commission.¹⁸

Accordingly, the record in this case must be reviewed to determine whether the Complainant has satisfied their burden of proof, i.e., whether the Complainant has established by a preponderance of the evidence that Met-Ed has failed to provide safe, adequate and reasonable service to the Service Location. And, any finding that Met-Ed has provided unreasonable service also must be supported by substantial record evidence.

C. Section 1529.1 of the Public Utility Code, 66 Pa.C.S. § 1529.1

Section 1529.1 of the Code governs foreign load cases and provides as follows:

§ 1529.1. Duty of owners of rental property

(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

¹⁵ See, e.g., Section 704 of the Administrative Agency Law, 2 Pa.C.S. § 704; *Yellow Cab Company v Pa. P.U.C.*, 524 A.2d 1069 (Pa. Cmwlth. 1987).

¹⁶ *Norfolk & Western Ry. Co. v Pa. P.U.C.*, 489 Pa. 109, 413 A.2d 1037 (1980).

¹⁷ *Id.*; *Erie Resistor Corp. v Unemployment Comp. Bd. of Review*, 166 A.2d 96 (Pa. Super. 1960); *Murphy v. Commonwealth, Dep’t. of Public Welfare, White Haven Center*, 480 A.2d 382 (Pa. Cmwlth. 1984).

¹⁸ 66 Pa.C.S. § 701; *West Penn Power Co. v Pa. P.U.C.*, 478 A.2d 947, 949 (Pa. Cmwlth. 1984).

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.

III. STATEMENT OF THE QUESTIONS PRESENTED

1. Q. Whether the Complainant has met its burden of proof under Code Section 332(a) by a preponderance of the evidence that Met-Ed has violated any section of the Code, Commission regulations, or its Commission-approved tariff.

A. Suggested Answer: No.

2. Q. Whether a *de minimus* exception to the requirements of Code Section 1529.1 exists, which would allow the Complainant to avoid responsibility for the entire Transferred Balance.

A. Suggested Answer: No.

IV. ARGUMENT

A. **A Determination of Shared Metering Obligates a Utility to Establish an Electric Service Account in the Name of the Property Owner.**

Pursuant to Section 1529.1, 66 Pa.C.S. § 1529.1, a utility is required to list an electric service account, **including** any and all arrearages, in the name of the property owner upon the finding of foreign load at a residential rental service location and imposes on the owner the responsibility for paying the utility services to the premises until the shared metering condition has been corrected.¹⁹

Under Code Section 1529.1:

If [a] ... 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[.]

66 Pa.C.S. § 1529.1.

In *Ace Check Cashing*, the Commission held that utilities are required to list the account, including any arrearages, in the name of the property owner upon the finding of foreign load. The property owner has the responsibility to pay the utility bills until the foreign load is corrected. Once the foreign load is corrected by the property owner and verified by the utility, the utility is required to place the account for the service location back in the name of the tenant. However, the arrearages, if any, are required to remain with the property owner

In *Elizabeth Santos v. Metropolitan Edison Company*, Docket Number C-00967757 (Final Order entered August 7, 1997), the Commission held that upon discovery of foreign load, the utility must place the electric service account in the property owner's name and collect any unpaid

¹⁹ *Ace Check Cashing, Inc. v. Philadelphia Gas Works, Eddie and Jennifer West*, Docket No. C-2008-2056428 (Final Order entered May 21, 2010) ("*Ace Check Cashing*").

bills only from the property owner. As a result, the Complainant is responsible for the Tenant's delinquent account balance, including arrearages.

Further, the circumstances presented by the Complainant are similar to other foreign load complaints which the Commission has dismissed based on legal insufficiency. Most recently, the Commission dismissed the complaint of JLJ Enterprises, LLC which presented a fact set nearly identical to those undisputed facts raised in the Formal Complaint.²⁰ It has also been recently confirmed by the Commonwealth Court that the Company is entirely without discretion to do anything but transfer the balance to the property owner in such situations, even if the tenant attempts to take responsibility for the amounts associated with shared metering, however negligible.²¹

Applied here, in accordance with 66 Pa.C.S. § 1529.1 and well-established Commission precedent, the Company was legally *obligated* to: (i) transfer the entirety of the Tenant Account balance to the Shared Metering Account after the Company confirmed the existence of a shared metering condition at the Rental Location; and (ii) hold the Complainant responsible for the electric service bills for the Tenant Account until the foreign load was confirmed as corrected.

B. A Determination of Shared Metering Requires the Company to List the Entire Tenant Account Balance with the Owner.

As set forth above, the Complainant has admitted to the existence of the shared metering condition found during the Company's investigation at the Rental Location. Rather than deny the existence of the shared metering condition, the Complainant's argument appears to be that it should only be held responsible for the portion of the Shared Metering Account balance that is related to

²⁰ See, *JLJ Enterprises, LLC v. Metropolitan Edison Company*, Docket No. F-2014-2440049 (Opinion and Order entered March 26, 2015) ("*JLJ Enterprises*"). See also, *Lisa Morykan v. Metropolitan Edison Company*, Docket No. C-2014-2403154 (Final Order Entered May 21, 2014).

²¹ *I-A Realty v. Pa. P.U.C.*, 63 A.3d 480; 2013 Pa. Commw. LEXIS 4 (January 4, 2013).

foreign load on the Tenant's Meter. *See* Letter dated December 18, 2014 attached to Formal Complaint.

However, the Commission's foreign load policy does not recognize a *de minimus* exception and instead requires a utility to list an electric service account, including any and all arrearages, in the name of the property owner upon the finding of foreign load, and imposes on the property owner the responsibility for paying the utility services to the premises until the shared metering has been corrected. *Ace Check Cashing; JLJ Enterprises*. In fact, not only is there no such recognized exception, but the Commission has specifically declined to permit such an exception. Specifically, the Commission held two separate docketed proceedings in which *de minimus* load exceptions to Section 1529.1 were proposed, both through a policy statement and a rulemaking. However, both of those proceedings were withdrawn and the Commission declined to establish a *de minimus* exception.²² Since that time, the Commission has repeatedly determined that there is no such exception to Section 1529.1, and that any dispute regarding the financial responsibilities of usage between a landlord and a tenant in such a situation is a matter outside of the Commission's jurisdiction.²³

²² *Policy Statement Re: Resolution of Issues Common to Complaints Involving 66 Pa. C.S. § 1529.1 (relating to duty of owners of rental property)*, Docket No. L-00980137 (withdrawn by Commission Order entered August 13, 1999 at Docket No. L-00990142); *Discontinuance of Proposed Rulemaking Regarding Residential Accounts Containing Charges for Foreign Load 52 Pa. Code §§55.201-55.207*, Docket No. L-00990142 (Order entered October 7, 2005 withdrawing rulemaking).

²³ *See, e.g., Hale v. UGI Penn Natural Gas, Inc.*, Docket No. C-2010-2206955 (Order entered March 1, 2012); *Corazzini v. UGI Penn Natural Gas, Inc.*, Docket No. F-2009-2101282 (Order entered July 16, 2010); *Ace Check Cashing; Harman v. PPL Electric Utilities Corp.*, Docket No. C-20031793 (Commission Final Order entered September 8, 2004); *Ward v. PPL Electric, Inc.*, Docket No. C-00992784 (Order entered September 1, 2000); *Tasker v. PP&L, Inc.*, Docket No. C-00003249 (Commission Final Order entered August 29, 2000).

C. The Complainant Has Failed to Meet Its Burden of Proof.

As the party seeking a rule or order from this Commission in this case, i.e., a finding that Met-Ed in any respect violated the Code, Commission regulations, or its Commission-approved tariff in transferring the Tenant's balance, the Complainant has the burden of proof in this matter. In essence, the Complainant's entire case in chief consists of a set of undisputed facts that provide a timeline of events leading to the transfer of the balance, but no factual demonstration that the transfer was in violation of any applicable law or regulation. Not once has the Complainant explained any allegation of violation of law, in either its Formal Complaint or the record in this proceeding.

In fact, the record demonstrates not only that the Company fully complied with the Code and Commission precedent in handling its foreign load investigations and the follow up to that investigation after the Company confirmed the existence of shared metering at the Rental Location, but as explained above, as a matter of law, the Company was *legally obligated* to transfer the Tenant Account balance to the Shared Metering Account. Having complied with applicable Pennsylvania law, there is no basis upon which the Complainant is entitled to any relief in connection with the Formal Complaint.

In short, the Complainant plainly failed to allege or demonstrate that the Company has committed or omitted an act in violation of a Commission statute, regulation, order, or the Company's tariff.

V. CONCLUSION

The Company fully complied with the Public Utility Code and Commission precedent in handling the foreign load and shared metering condition found at the Service Location. Under these circumstances, the Complainant's assertion that it is not responsible for the entire outstanding balance associated with the Tenant's Account which were transferred to the Complainant's

Account is unsupported. Accordingly, the Complainant has failed to demonstrate that the Company has committed or omitted an act in violation of a Commission administered statute, regulation or order, or the Company's Commission-approved retail electric tariff.

In accordance with Section 5.102(d)(1) of the Commission's regulations, 52 Pa. Code § 5.102(d)(1), there are no genuine issues of material fact in the above-captioned proceeding and the Company is entitled to judgment in its favor as a matter of law.

The Complainant is seeking relief from paying all or part of the balance which was transferred from the Tenant's Account to Complainant's Account as a result of a confirmed presence of foreign load. The Company is obligated to remove service from the name of the tenant and transfer into the name of the property owner, including any balance or arrearage accrued at the service location, upon confirmation of foreign load pursuant to Section 1529.1 of the Code. 66 Pa.C.S. § 1529.1. Any dispute regarding a balance in a shared metering complaint is a matter between the property owner and the tenant, and therefore, beyond the Commission's jurisdiction to decide. *See Morykan, supra; see also JIJ Enterprises; Edmund V. Corazzini v. UGI Penn Natural Gas, Inc.*, Docket No. F-2009-2101282 (Order entered July 16, 2010).

The Complainant has not alleged violations relating to the Company's provision of electric service. Accordingly, and assuming all of the well-pleaded facts contained in the Formal Complaint are true, the Complainant has not stated a claim within the Commission's jurisdiction to adjudicate because, as a matter of law, the acts complained of relate to a private dispute between a property owner and tenant. The Commission cannot grant relief in a private dispute between a property owner and tenant. *See* 66 Pa.C.S. § 701.

Based upon the foregoing, it is respectfully requested that the Complaint of Brookwine Associates, LLC be dismissed with prejudice.

Respectfully submitted,

Dated: December 4, 2015



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APPENDIX A

PROPOSED FINDINGS OF FACT

1. Met-Ed is an electric distribution company that is certificated as a public utility in Pennsylvania and that provides retail residential electric service to Complainant's rental property located at 36 North Hartley Street, York, Pennsylvania 17401 ("Rental Location").

2. Complainant has represented itself to be the property owner and landlord of the Rental Location.

3. On August 26, 2013, Tyanna Duncan ("Tenant") established electric service at the first floor of the Rental Location where Tenant resided ("Tenant's Apartment") under Account No. 100104996101 ("Tenant Account").

4. On May 28, 2014, the Tenant was the customer of record at the Tenant's Apartment.

5. On May 28, 2014, the Tenant contacted the Company regarding a high bill and possible mixed metering at the Rental Location.

6. On May 28, 2014, the Company generated an order directing a field technician to contact the property owner and go to the Rental Location to investigate the alleged mixed metering condition.

7. On June 3, 2015, a Company representative spoke with Complainant's representative and scheduled an appointment to conduct a mixed metering investigation at the Rental Location for June 5, 2014.

8. On June 5, 2014, a Company field technician went to the Rental Location and determined that there was no mixed metering; however, a shared metering, also known as foreign load, condition existed in that a hall and porch light were identified as being wired to the meter serving the Tenant's Apartment at the Rental Location.

9. On June 13, 2014, the Company coded the Tenant Account for shared metering and transferred the Tenant's Account balance of \$2,880.89 ("Transferred Balance") to a newly created account in the Complainant's name under Account Number 100109054278 ("Shared Metering Account").

10. The Transferred Balance consisted of usage from October 11, 2013 through May 9, 2014, which represented consumption accrued only during the Tenant's residence at the Rental Location.

11. On June 13, 2014, a written utility report was issued to the Complainant advising that a shared metering condition existed and the electric service was being placed in the Complainant's name until such time as the shared metering was corrected and advising that the balance of the Shared Metering Account was \$3,019.55, which was due by July 3, 2014.

12. On August 19, 2014, the Complainant contacted the Company to notify it that the shared metering condition had been repaired and the Company issued a written utility report advising that an appointment needed to be scheduled so that it could verify that the shared metering condition had been corrected.

13. On September 11, 2014, the Company performed a field visit and determined the shared metering condition was corrected.

14. On September 16, 2014, the shared metering coding was removed from the property and a written report was issued advising that the Tenant could call and reinstate service in her name.

15. On November 4, 2014, electric service was properly terminated at the Service Location due to nonpayment of the Shared Metering Account.

16. Also on November 4, 2014, the Tenant contacted the Company to place service in her name.

17. Service was established in the Tenant's name effective November 5, 2014.

18. On November 4, 2014, a representative from York Property Management contacted the Company on behalf of the Complainant seeking an explanation of the balance transfer which was attributed to the Tenant's unpaid arrearage from usage at the Service Location and also confirmed that the shared metering coding had been removed from the Rental Location records.

19. On December 6, 2014, the past due balance of \$3,268.84 of the Shared Metering Account was transferred to an active account of Complainant, account number 100110263959.

20. On or about December 22, 2014, the Complainant filed the Formal Complaint with the Commission.

APPENDIX B

CONCLUSIONS OF LAW

1. The Commission has jurisdiction over the subject matter and parties to this proceeding. 66 Pa.C.S. § 701.
2. Pursuant to 66 Pa.C.S. §§ 332(a), the burden of proof in this proceeding is on the Complainant.
3. The Complainant has not met its burden of proving that it is entitled to relief. 66 Pa.C.S. §§ 332(a).
4. Under the provisions of 66 Pa.C.S. § 1529.1, a utility is obligated place the tenant's account in the landlord's name upon discovery of the foreign load and collect unpaid bills only from the landlord. The utility must then pursue collection of any unpaid amounts from the landlord and not from the tenant.
5. No *de minimus* exception to the provisions of 66 Pa.C.S. § 1529.1 is permitted under the Pennsylvania Public Utility Code or Commission regulations.

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

BROOKWINE ASSOCIATES, LLC

V.

METROPOLITAN EDISON COMPANY

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Docket No. C-2015-2460955

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the Main Brief of Metropolitan Edison Company to the Complaint of Brookwine Associates, LLC upon the individuals listed below, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

Service via First Class Mail, as follows:

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Brookwine Associates, LLC
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Littlestown, PA 17340

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Dennis Buckley, Administrative Law Judge
Pennsylvania Public Utility Commission
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Dated: December 3, 2015



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