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PUCO

Via Federal Express

October 29, 2007

Ms. Renee J. Jenkins
Director, Administration Department
Secretary to the Commission
Docketing Division
The Public Utilities Commission of Ohio
180 Broad Street
Columbus, OH 43215-3793

Dear Ms. Jenkins:

Re: Answer
Community Christian Church v. Cleveland Electric Illuminating
Company
Case No. 07-1107-EL-CSS

Enclosed for filing, please find the original and twelve (12) copies of the *Answer* regarding the above-referenced case. Please file the enclosed *Answer*, time-stamping the two extras and returning them to the undersigned in the enclosed envelope.

Thank you for your assistance in this matter. Please contact me if you have any questions concerning this matter.

Very truly yours,



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Enclosures
cc: Parties of Record

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BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO

COMMUNITY CHRISTIAN CHURCH)
1501 DILLE ROAD)
EUCLID, OHIO 44117)

COMPLAINANT,)

vs.)

CASE NO. 07-1107-EL-CSS

THE CLEVELAND ELECTRIC)
ILLUMINATING COMPANY)

RESPONDENT.)

ANSWER OF THE CLEVELAND ELECTRIC ILLUMINATING COMPANY

Comes now Respondent, The Cleveland Electric Illuminating Company, by counsel, and for its Answer to the Complaint filed in the instant action says that:

1. The Cleveland Electric Illuminating Company ("CEI") is a public utility, as defined by §4905.03(A)(4), O.R.C. and is duly organized and existing under the laws of the State of Ohio.

2. While the Complaint consists of a one page letter containing a number of unnumbered paragraphs, CEI will attempt to specifically answer the different allegations within the letter.

3. With respect to Paragraph 1, CEI denies Complainant's allegation that a rule, tariff, rate, charge, service, and practice affecting the service of CEI is unjust and unreasonable.

4. With respect to Paragraph 2, CEI lacks knowledge or information sufficient to form a belief as to the truth of the allegation.

5. With respect to Paragraph 3, CEI admits that it sent Complainant a number of account statements. However, CEI denies that the balance on the account as of June 11, 2007 was a credit of \$1,533.26. Further CEI admits that on or around June 11, 2007 CEI sent Complainant a letter stating that Complainant's account had been rebilled (Complaint contains a typographical error stating the rebilled period was from 12/04/207 to 05/03/2007. However, Complainant attached a copy of the letter that shows the rebilled period to be from 12/04/2006 to 05/03/2007) and that Complainant owed \$605.55 (Complaint rounded the number back to \$605) in addition to the current bill. CEI further lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations.

6. CEI generally denies any other allegations that may be set forth in the Complaint that were not otherwise specifically addressed hereinabove.

For its affirmative defenses, CEI further avers that:

7. Complainant has two meters located within its premises. One meter is billed on CEI's General Service Schedule ("General Service Meter") and the other meter is billed on CEI's Electric Space Conditioning Schedule ("Electric Space Meter"). Complainant has persistently denied CEI access to both meters which has necessitated the need for CEI to bill on an estimated meter reading.

8. On or around June 5, 2007 Complainant completed a self addressed meter reading card ("Meter Card") for the General Service Meter and submitted it to CEI. CEI used the Meter Card to reconcile the estimated reading with the actual meter reading and rebilled the account from 12/04/2006 to 05/03/2007.

9. On or around September 4, 2007, CEI successfully gained access to both meters and performed an actual meter reading. The actual meter reading reconciled the

estimated meter readings. CEI remitted a bill to Complainant in the amount of \$2,523.11 based on the actual reading of the General Service Meter (\$229.74) and the Electric Space Meter (\$2,293.37).

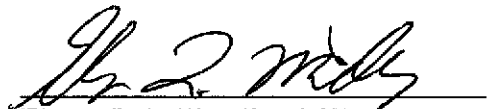
10. Complainant now seeks to benefit from denying CEI access to the meters by requesting the Commission to "zero out" Complainant's outstanding balance.

11. CEI breached no legal duty owed to Complainant, and Complainant failed to state reasonable grounds upon which its requested relief may be granted. While the Commission is empowered to hear electric service complaints, it is without jurisdiction or authority to hear claims sounding in tort or claims for money or civil damages, and therefore does not have the authority to grant the relief sought by Complainant.

12. CEI has at all times acted in accordance with its Tariff, PUCO No. 13, on file with the Public Utilities Commission of Ohio, as well as all rules and regulations as promulgated by the Public Utilities Commission of Ohio, the laws existing in the State of Ohio, and accepted standards and practices in the electric utility industry.

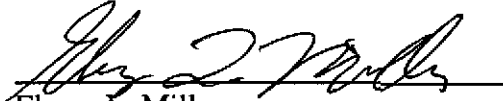
WHEREFORE, having fully answered the Complaint, Respondent, The Cleveland Electric Illuminating Company, respectfully request that the instant action be dismissed, and that it be granted any other relief that this Commission may deem just and reasonable.

Respectfully submitted,


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On behalf of The Cleveland Electric
Illuminating Company

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that a copy of the foregoing Answer of The Cleveland Electric Illuminating Company was served by regular U.S. Mail, postage prepaid, to Community Christian Church, C/O Shondra C. Longino, Esq. 27801 Euclid Avenue, Suite 640, Euclid, Ohio 44132, this 30th day of October, 2007.


Ebony L. Miller
Attorney