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**FAX**  
**FILE FirstEnergy**76 South Main Street  
Akron, Ohio 44308Kathy J. Kolich  
Senior Attorney330-384-4580  
Fax: 330-384-3875*Via Federal Express  
and Facsimile (614-466-0313)*

March 23, 2009

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

PUCO

2009 MAR 23 AM 9:22

RECEIVED-DOCKETING DIV

Dear Ms. Jenkins:

Re: *Answer of The Cleveland Electric Illuminating Company  
Julio Popovsky v. The Cleveland Electric Illuminating Company  
Case No. 09-188-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,

*Kathy J. Kolich*

kag  
Enclosures  
cc: Parties of Record

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician SM Date Processed MAR 23 2009

**BEFORE THE  
PUBLIC UTILITIES COMMISSION OF OHIO**

Julio Popovsky	)	
	)	
Complainant,	)	
	)	
vs.	)	CASE NO. 09-188-EL-CSS
	)	
The Cleveland Electric	)	
Illuminating Company	)	
	)	
Respondent.	)	

**ANSWER OF THE CLEVELAND ELECTRIC ILLUMINATING COMPANY**

Respondent, The Cleveland Electric Illuminating Company ("CEI" or "Company") submits its Answer to the Complaint filed in the instant action and says that:

1. It 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. It 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.
3. With regard to the first unnumbered paragraph of the Complaint, it admits that a Company service technician went to 34855 Jackson Road, Moreland Hills, Ohio to replace a meter installed at said location with a meter that could be read remotely, and further avers that such replacement was jointly requested by Complainant and the Company's metering department due to the fact that the meter was located within an enclosure in which Complainant's dog resided. It

denies that the technician opened the meter and attempted to pull it out, or that said technician damaged the meter. It denies that wires were left hanging or that the technician admitted to *damaging the meter*. It further avers that the service at this location is provided through underground facilities and that the technician, upon removing the meter box cover, observed that the left line side terminal was broken as a result of ground settling. Upon removing the meter box cover, which was holding in place the block in which this terminal was connected, broke apart, thus preventing the service technician from replacing the meter cover as he otherwise would have. Because this situation created a safety hazard, the service technician did not attempt to remove the meter, replaced the meter box cover as best he could, and placed "defective socket stickers" on the meter box cover so as to warn anyone else that dealt with the meter box of the dangerous situation. The service technician informed the gentleman identified as Dr. Popovsky that the *meter box and underground connections* were the responsibility of the customer and that Complainant would have to make arrangements to repair the meter box.

4. With regard to the second unnumbered paragraph of the Complaint, it admits that the letter attached to the Complaint is a copy of the original letter sent to the addressee set forth in said letter and that said letter speaks for itself, thus requiring no further response.
5. With regard to the third unnumbered paragraph of the Complaint, it denies for lack of knowledge sufficient to form a belief as to the truth of the allegations related to the repair of the meter box in question. It denies that CEI is responsible for the damage to said meter and related equipment and denies that the requested monetary damages are warranted or permissible.

6. It denies for lack of knowledge sufficient to form a belief as to the truth of any other allegation set forth in the Complaint that was not specifically addressed above.

**FIRST DEFENSE**

7. It 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.

**SECOND DEFENSE**

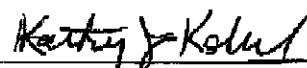
8. The Company is not responsible for the maintenance and repair of the meter box and related equipment other than the actual meter.

**THIRD DEFENSE**

9. The Commission lacks the necessary jurisdiction to award monetary damages.

**WHEREFORE**, having answered the Complaint the Company request that the Commission establish a procedural schedule to resolve the matter forthwith.

Respectfully submitted,




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Akron, Ohio 44308  
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On behalf of The Cleveland Electric  
Illuminating Company

**CERTIFICATE OF SERVICE**

**THIS IS TO CERTIFY** that a copy of The Cleveland Electric Illuminating Company's Answer was served upon Brian Green, Shapero & Green, LLC, 25101 Chagrin Blvd., Signature Square II, Suite 220, Beachwood, Ohio 44122 by regular U.S. Mail, postage prepaid, this 23<sup>rd</sup> day of March, 2009.

  
Kathy J. Kolich, Esquire