

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

**PERRY K. GELLER,**

**Complainant,**

**v.**

**THE CLEVELAND ELECTRIC  
ILLUMINATING COMPANY,**

**Respondent.**

**Case No. 17-0619-EL-CSS**

**ANSWER OF THE CLEVELAND ELECTRIC ILLUMINATING COMPANY**

The Cleveland Electric Illuminating Company (“CEI” or “Company”) is a public utility as defined by § 4905.03 (C) of the Ohio Revised Code, and is duly organized and existing under the laws of the State of Ohio. The Complaint of Perry K. Geller (“Complainant”) consists of four (4) numbered pages containing unnumbered paragraphs. CEI will attempt to specifically answer each allegation. To the extent CEI does not respond to a specific allegation, CEI denies any such allegation.

Therefore, in accordance with Rule 4901-9-01(D) of the Ohio Administrative Code, Respondent CEI for its answer to the Complaint states:

**FIRST DEFENSE**

1. CEI states that the first page of the Complaint speaks for itself and, therefore, requires no response. To the extent a response is required, CEI denies any allegations.

2. As to the allegations contained in the first unnumbered paragraph on the second page of the Complaint, CEI admits the Company entered into a contract with Complainant to install a residential line extension to 4225 Riverdale Road, Rock Creek, Ohio 44084 (the “Property”) based upon Complainant’s representation that he was in the process of receiving

necessary residential permits for the Property. CEI admits the remaining allegations contained in the first unnumbered paragraph on the second page of the Complaint.

3. As to the allegations contained in the second unnumbered paragraph on the second page of the Complaint, CEI admits that the Company received a check from Complainant in the amount of \$7,803.29, in or about June 2016. CEI also admits that the county completed its inspection at the Property on or about October 17, 2016. CEI denies that the Company “completed laying the burial power cable and setting the transformer September 27, 2016.” CEI lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in the second unnumbered paragraph on the second page of the Complaint and therefore denies same.

4. As to the allegations contained in the first unnumbered paragraph on the third page of the Complaint, CEI admits that the Company sent Complainant two different bill statements for the period October 25, 2016, through November 17, 2016, related to Complainant’s electric service at the Property. CEI further admits that Complainant was improperly billed at a residential rate on one of those bill statements. CEI denies that “there was no power” at the Property on or about November 28, 2016. CEI denies that Complainant’s phone calls were “never returned.” CEI lacks knowledge or information sufficient to form a belief as to the truth of any remaining allegations contained in the first unnumbered paragraph on the third page of the Complaint and therefore denies same.

5. As to the allegations contained in the second unnumbered paragraph on the third page of the Complaint, CEI admits Complainant was contacted on or about November 29, 2016, by a representative of the Company. CEI denies that “[Complainant’s] residential service was changed to commercial” at the Property. By way of further response, CEI states that

Complainant received commercial service at the Property at all times from the inception of service on or about October 25, 2016, because of Complainant's failure to receive necessary residential permits for the Property. CEI admits the Company disconnected service at the Property because of safety concerns due to the meter being removed by a non-employee of the Company. CEI denies any remaining allegations contained in the second unnumbered paragraph on the third page of the Complaint.

6. CEI admits the allegations contained in the first unnumbered paragraph on the fourth page of the Complaint.

7. As to the allegations contained in the second unnumbered paragraph on the fourth page of the Complaint, CEI denies that Complainant "never received power to [the Property]." CEI further denies that "CEI has failed to provide electrical service to [the Property]." CEI admits Complainant must receive service at a commercial rate because the building on the Property does not meet the requirements to receive residential service. CEI also admits the Company sent Complainant's unpaid bills for electric service at the Property to a collection agency. CEI denies that "CEI now has reneged on our contract and refused to deliver power unless [Complainant] agrees to [CEI's] demands." CEI lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations contained in the second unnumbered paragraph on the fourth page of the Complaint and therefore denies same.

8. CEI denies any remaining allegations contained in the Complaint.

### **SECOND DEFENSE**

9. The Complaint fails to set forth reasonable grounds, as required by Section 4905.26 of the Revised Code.

### **THIRD DEFENSE**

10. The Complaint fails to state a claim upon which relief can be granted.

### **FOURTH DEFENSE**

11. CEI at all times complied with the Ohio Revised Code Title 49; the applicable rules, regulations, and orders of the Public Utilities Commission of Ohio; and Tariff PUCO No. 13, on file with the Public Utilities Commission of Ohio. These statutes, rules, regulations, orders, and tariff provisions bar Complainant's claims.

### **FIFTH DEFENSE**

12. CEI reserves the right to supplement its answer with other defenses, including affirmative defenses, as discovery progresses in this matter.

WHEREFORE, CEI requests an order dismissing the Complaint and granting CEI any other relief deemed necessary and proper.

Date: March 21, 2017

Respectfully submitted,

/s/ Joshua R. Eckert

Joshua R. Eckert (#0095715)

Counsel of Record

Carrie M. Dunn (#0076952)

FirstEnergy Service Company

76 South Main Street

Akron, Ohio 44308

Telephone: 330-384-5849

Facsimile: 330-384-3875

jeckert@firstenergycorp.com

cdunn@firstenergycorp.com

On behalf of The Cleveland Electric  
Illuminating Company

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Answer of The Cleveland Electric Illuminating Company was served upon the following by U.S. mail on this 21<sup>st</sup> day of March, 2017.

Perry Geller  
7994 East Riedmaier Drive  
Marblehead, Ohio 43440

/s/ Joshua R. Eckert  
Attorney for The Cleveland Electric  
Illuminating Company

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**3/21/2017 1:59:03 PM**

**in**

**Case No(s). 17-0619-EL-CSS**

Summary: Answer of The Cleveland Electric Illuminating Company electronically filed by Mr. Joshua R. Eckert on behalf of The Cleveland Electric Illuminating Company