

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

FOREST HILLS SUPERMARKET, INC.,)
)
d/b/a KONNIS FAMILY FOODS)
)
Complainant,)
)
v.)
)
THE CLEVELAND ELECTRIC)
ILLUMINATING COMPANY,)
)
Respondent.)
)

Case No. 18-785-EL-CSS

**DIRECT TESTIMONY OF PRINCESS DAVIS ON BEHALF OF
THE CLEVELAND ELECTRIC ILLUMINATING COMPANY**

INTRODUCTION

Q. PLEASE INTRODUCE YOURSELF.

A. My name is Princess Davis. I am employed by FirstEnergy Service Company as a Customer Services Compliance Specialist. FirstEnergy Service Company provides corporate support, including customer service, to FirstEnergy Corp.'s regulated public utility subsidiaries. In Ohio, these subsidiaries are Ohio Edison Company, The Cleveland Electric Illuminating Company ("CEI"), and The Toledo Edison Company.

Q. PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND AND WORK EXPERIENCE.

A. I received a Bachelor of Science, Criminal Justice degree from Fairmont State University in December 1999, majoring in criminal justice with a minor in psychology. I have worked at either FirstEnergy Service Company or Allegheny Power Company ("Allegheny Power") in a customer service capacity for the last 18 years. I have held my current position since 2010, although after the merger the title was changed from Business Analyst to Customer Services Compliance Specialist.

Q. WHAT ARE YOUR CURRENT JOB RESPONSIBILITIES?

A. My job responsibilities include reviewing and responding to complaints made by customers of FirstEnergy Corp.'s regulated public utility subsidiaries to the Public Utilities Commission of Ohio ("Commission"), which process includes investigating facts including gathering information from subject matter experts. I also have responsibility for reviewing and responding to customer complaints in Maryland and West Virginia. Among other customer service related duties, I also provide training to new hires and to my peers within FirstEnergy regarding various state compliance requirements.

1 **Q. HAVE YOU EVER TESTIFIED BEFORE THE COMMISSION?**

2 A. Yes. I testified in Case No. 18-82-EL-CSS on behalf of The Toledo Edison Company.

3 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THE PRESENT CASE?**

4 A. My testimony addresses several of the allegations raised in the Complaint by Forest Hills
5 Supermarket (“Forest Hills”) pertaining to the electric service at 13598 Euclid Ave.,
6 Cleveland, OH 44112 (“Property”). Specifically, my testimony addresses the non-payment
7 of charges for the previously unbilled electric service delivered to the Property.

8 **Q. DID YOU REVIEW ANY RECORDS RELATED TO THIS CASE?**

9 A. Yes, I have reviewed numerous business records related to this case maintained and
10 preserved within FirstEnergy’s SAP System. These records, all of which were kept in the
11 course of regularly conducted business activity, include customer contact notes and other
12 customer service records, and various bills associated with the Property. It is the regular
13 practice of FirstEnergy and CEI to make and preserve these business records, and I
14 regularly rely upon such documents when investigating customer complaints in accordance
15 with my duties as a Customer Services Compliance Specialist. I also reviewed the
16 Complaint and the Company’s Answer in this proceeding.

17 **HISTORY OF FOREST HILL’S ACCOUNT**

18 **Q. CAN YOU PLEASE BRIEFLY DESCRIBE THE BACKGROUND OF FOREST**
19 **HILL’S SERVICE AS IT RELATES TO THIS COMPLAINT?**

20 A. Complainant Forest Hills is a grocery store located in a strip mall as a tenant in a landlord-
21 owned building, and currently receives non-residential electric service at the Property from
22 the Company under Account No. 110124917649 (“Account -649”). Complainant began
23 receiving service from CEI under Account -649 in December 2016 after an upgrade

1 requested by the landlord was made to its electric service at the Property. A new meter
2 (Meter S314036132 or “New Meter”) was installed and initially set up on an existing
3 account for the landlord. Prior to December 2016, Complainant received electric service
4 at the Property from CEI solely through two meters, #834742596 and #A11692577 (“Old
5 Meters”) under Account No. 110023165209 (“Account -209”). On September 6, 2016,
6 CEI completed the project, energized the service to the New Meter, and the New Meter
7 was billed to the landlord. The Complainant continued to be billed for the Old Meters
8 under the Complainant’s Account -209, as service to Complainant at that time still ran
9 through the Old Meters until the meter switchover in December 2016.

10 On June 19, 2017, CEI confirmed that the New Meter served 13598 Euclid Avenue
11 not 13520 Euclid Avenue. A billing correction was completed to bill the usage from the
12 New Meter for the period from December 9, 2016 to July 6, 2017 to Account -649 that was
13 established for Complainant. CEI sent a letter to Complainant on August 1, 2017, to advise
14 of the rebill amount and that a payment plan was established. A spreadsheet was also
15 included which provided a detailed breakdown of the billing from December 9, 2016 to
16 July 6, 2017. The term of the Installment Payment Plan (“IPP”) was set equal to the period
17 of underbilling—seven months.

18 **Q. WHAT DO THE COMPANY’S RECORDS SHOW ABOUT COMPLAINANT’S**
19 **RESPONSE TO RECEIVING CORRECTED BILLS?**

20 A. The Company’s records show that on August 20, 2017, CEI received a letter from
21 Complainant’s attorney stating that he had reached out to the landlord to inquire why the
22 New Meter was not being billed to Complainant and that he hoped to reach a resolution
23 with the landlord. On the date the August 9, 2017 bill was due, August 30, 2017,

1 Complainant called CEI and requested a different arrangement for payment which was not
2 granted at that time. Complainant, thereafter, paid only the current charges on that bill.

3 CEI received another letter from Complainant's attorney dated October 11, 2017,
4 stating that "Since the end of 2016, [Complainant] has been attempting to work out an on-
5 going billing issue to no avail." There had been no communications between CEI and
6 Complainant regarding billing issues prior to CEI's August 1, 2017 letter, which indicates
7 that Complainant had been communicating with the landlord on the billing issues!

8 A Company representative spoke with the Complainant on November 10, 2017 and
9 advised that CEI was willing to renegotiate his payment terms; however, the Complainant
10 stated he would need to confer with his attorney.

11 On January 11, 2018, CEI sent a disconnect notice, and on February 1, 2018,
12 Complainant entered into a second IPP, but again paid current charges only and nothing
13 toward the rebill amount which triggered a disconnect notice on April 9, 2018.
14 Complainant then filed this Complaint on May 2, 2018.

15 **Q. PLEASE DESCRIBE HOW CEI DISCOVERED THE ERROR.**

16 A. On May 11, 2017, a representative for the landlord contacted CEI regarding the New Meter
17 appearing on the landlord's account. CEI investigated its records for the meter work and
18 on June 19, 2017, CEI confirmed on-site that the New Meter was serving Complainant's
19 Property at 13598 Euclid Avenue and should have been billed to Complainant. CEI then
20 proceeded to make the corrections to bill the New Meter to Account -649 based on the
21 recorded meter data. CEI presented that amount to Complainant in the August 1, 2017
22 letter and on Complainant's next bill generated on August 9, 2017.

1 **Q. HOW CAN YOU BE SURE THE PROPER BILLING AMOUNT WAS REBILLED**
2 **TO COMPLAINANT?**

3 A. There are several facts which confirm that Complainant has been billed the proper amount.
4 First, the New Meter has only one service connection to the Property occupied by
5 Complainant. Therefore, the only electric usage that can be measured on that meter is the
6 electricity consumed by Complainant. The billing determinants were based on actual meter
7 data and applied to the applicable tariff rates in effect at the time to produce the billing
8 amounts that would have been generated to Complainant.

9 Second, I examined Complainant's account data from before the meter change,
10 during the rebill period, and after the New Meter was assigned to Complainant. I found
11 that the usage levels on the New Meter after the December 2016 changeout aligned very
12 closely with the usage recorded on the Old Meters during the rebill period from December
13 9, 2016 to July 6, 2017, as well as aligning with the usage recorded on the New Meter after
14 the rebill period.

15 Third, the Old Meters began recording zero consumption after the meter
16 switchover, matching the timing that the New Meter began recording usage corresponding
17 with historical usage by Complainant. CEI's work order records confirm the physical
18 interconnection noted above, so any other explanation would be both illogical and
19 unsupported.

20 Fourth, CEI received a letter from Complainant's attorney on August 20, 2017
21 referencing the amount of \$44,961.07 CEI was billing to Complainant which was noted in
22 the August 1, 2017 letter, and advising they were trying to reach a resolution with the

1 landlord. Complainant's letter did not dispute the amount of the bills, or allege the
2 registered consumption was inaccurate.

3 **Q. WHAT HAPPENED WITH BILLING ON ACCOUNT -209?**

4 A. The Old Meters, which had not been removed, continued to be read and billed under the
5 Account -209 each month. As I stated above, the kWh consumption on the Old Meters
6 associated with Account -209 was zero, so each month Complainant received a billing
7 statement reflecting only the monthly customer charge plus a minimum demand charge
8 pursuant to the tariff. Since Complainant had received these billing statements showing
9 zero kWh, Complainant clearly was alerted that they were not being billed for any electric
10 consumption.

11 **Q. WHAT HAPPENED WHEN THE OLD ACCOUNT WAS CLOSED OUT?**

12 A. Complainant failed to notify CEI to close Account -209, therefore, the Complainant
13 continued to be billed for service through November 27, 2017. Since no usage registered
14 on Account -209 after January 5, 2017, CEI agreed to cancel these bills for the service
15 period from January 6, 2017 to November 27, 2017 which created a credit on the account
16 of \$5,290.34. The credit balance was transferred to the Complainant's Account -649 on
17 January 20, 2018 which reduced the outstanding unpaid balance by that amount.

18 **Q. DID CEI VIOLATE COMMISSION RULES?**

19 A. No. CEI at all times complied fully with the Commission's rules and with CEI's tariff.
20 While the Company strives for 100% accuracy, mistakes sometimes get made. Indeed, the
21 Commission's rules recognize that underbilling of nonresidential customers may occur and
22 provides guidance on the correction process in Section 4901:1-10-23. CEI's rebilling of
23 Complainant was fully in compliance with this rule. CEI notified Complainant of the usage

1 associated with the unpaid balance by way of the Company's letter dated August 1, 2017.
2 CEI's billing was based on the actual metering data on both the Old Meters and on the New
3 Meter, therefore, the usage billed to the Complainant is accurate.

4 **CONCLUSION**

5 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

6 **A.** Yes; however, I reserve my right to supplement my testimony.

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Commission of Ohio Docketing Information System on

2/15/2019 4:31:06 PM

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Case No(s). 18-0785-EL-CSS

Summary: Testimony of Princess Davis on Behalf of The Cleveland Electric Illuminating Company electronically filed by Mrs. Ashlee E Waite on behalf of The Cleveland Electric Illuminating Company