

THE PUBLIC UTILITIES COMMISSION OF OHIO

**IN THE MATTER OF THE COMPLAINT OF
JACK CAMPBELL, JEFF CAMPBELL, AND JEFF
CAMPBELL, JR.,**

COMPLAINANTS,

v.

CASE No. 17-520-EL-CSS

OHIO EDISON COMPANY,

RESPONDENT.

OPINION AND ORDER

Entered in the Journal on April 3, 2019

I. SUMMARY

{¶ 1} The Commission, considering the complaint and the evidence admitted into the record, finds that Jack Campbell, Jeff Campbell, and Jeff Campbell, Jr. have not demonstrated that Ohio Edison incorrectly charged them at their business establishment, failed to take appropriate steps to place them in a government aggregation program, acted in any manner that was unjust or unreasonable as required by R.C. 4905.26, or that Ohio Edison Company otherwise violated any provisions of R.C. Title 49 or any Commission rule or order.

II. FACTS AND PROCEDURAL BACKGROUND

{¶ 2} On February 23, 2017, Jack, Jeff and Jeff, Jr. Campbell (collectively, Complainants) filed this complaint against Ohio Edison Company (Ohio Edison or Company). In the complaint, Complainants allege that Ohio Edison has overcharged them for electric usage at their business facility. Specifically, Complainants believe their electric service should be charged under a different rate schedule and also contend that Ohio Edison failed to take the proper steps to enroll them in their community's government aggregation program.

{¶ 3} Ohio Edison filed its answer on March 13, 2017. In its answer, Ohio Edison admits some and denies other allegations in the complaint. The Company also states that it lacks knowledge or information sufficient to form a belief as to the truth of still other allegations. In addition, Ohio Edison sets forth several affirmative defenses. Ohio Edison claims that the complaint fails to set forth reasonable grounds to sustain a complaint, as required by R.C. 4905.26. Ohio Edison states that it has, at all times relevant to this complaint, complied with R.C. Title 49, applicable rules, regulations, and orders of the Commission and Ohio Edison's tariffs and, for those reasons, Ohio Edison's answer includes a request that the complaint be dismissed.

{¶ 4} By Entry issued April 12, 2017, this complaint was scheduled for a settlement conference on May 18, 2017, at the offices of the Commission, in Columbus, Ohio. The settlement conference was held, as scheduled; however, the parties were unable to resolve the dispute informally.

{¶ 5} By Entry issued August 22, 2017, this matter was scheduled for a hearing to be held on October 12, 2017. On October 5, 2017, Ohio Edison filed a stipulated motion for a continuance of the hearing date. By Entry issued October 11, 2017, the parties' request to reschedule the hearing was granted, and the hearing was rescheduled for November 29, 2017.

{¶ 6} As rescheduled, the hearing in this case was held on November 29, 2017. At the hearing, Jack Campbell (Mr. Campbell) testified on behalf of Complainants, and Ohio Edison presented the testimony of Matthew Zapp and Deborah Reinhart, whose pre-filed testimonies were admitted into evidence as Company Exhibits 2 and 3, respectively. Also admitted into evidence at the hearing were Complainants' billing documents related their business, Complainants' Exhibit 1, and a statement by Mr. Campbell of Complainants' estimated business profit and loss, Company Exhibit 1.

III. DISCUSSION

A. *Applicable Law*

{¶ 7} Ohio Edison is a public utility and an electric light company, as defined in R.C. 4905.02 and 4905.03, and, as such, Ohio Edison is subject to the jurisdiction of this Commission. The Commission's rules for electric companies are set forth in Ohio Adm.Code Chapters 4901:1-9 and 4901:1-10. R.C. 4905.26 requires that the Commission set for hearing a complaint against a public utility whenever reasonable grounds appear that any rate charged or demanded is in any respect unjust, unreasonable, or in violation of law, or that any practice affecting or relating to any service furnished is unjust or unreasonable. However, in complaint proceedings, the burden of proof is on the complainant. *Grossman v. Pub. Util. Comm.*, 5 Ohio St.2d 189, 214 N.E.2d 666 (1966). Therefore, it is the responsibility of a complainant, Mr. Campbell in this instance, who testified on behalf of Complainants, to present evidence in support of the allegations made in the complaint.

B. *Summary of the Testimony and Evidence*

{¶ 8} Complainants own and operate Activewarz, LLC (Activewarz or the Property), pronounced "Active-wears", a retail business that operates mainly as a tanning salon from a rental location at 435 East Haskell Street (Property) in Loudonville, Ohio. Ohio Edison's provision of electric service to Activewarz is the subject of this complaint.

{¶ 9} Complainants' first allegation is that they have been receiving the wrong supply of electricity through transformers positioned on a pole near their business location (Pole) and, consequently, are paying more by receiving the wrong type of electric service. Complainants maintain that they should be receiving "single-phase service", which would be charged under a lower rate schedule, but that Ohio Edison has been charging them a higher rate for "three-phase service." Complainants also contend, as their second allegation, that Ohio Edison did not take the appropriate steps to place them in the village of Loudonville's government aggregation program. Complainants argue that, by not being included in the government aggregation, they have been charged for electric service at a

higher rate. Further, Complainants request reimbursement from Ohio Edison for lost revenue based on estimates of how their business would have performed without the alleged overcharging by Ohio Edison (Ohio Edison Ex. 1).

{¶ 10} Ohio Edison maintains that Mr. Campbell applied for electric service at his commercial establishment and that Ohio Edison provided non-residential electric service to his establishment, under the correct rate schedule and in accordance with the provisions of the Company's tariff. Further, Ohio Edison argues that the Company fulfilled its obligations as it pertains to the village of Loudonville aggregation and that Complainants' non-enrollment in the program was not a result of a failure by the Company.

1. COMPLAINANTS' TESTIMONY AND EVIDENCE

{¶ 11} Mr. Campbell indicated that, due to the wrong type of transformer on the Pole, Ohio Edison is incorrectly charging Complainants for their electric supply to their business. He testified that he is receiving single-phase electricity at the Property but is being charged a primary rate. As a result, Mr. Campbell believes he is being charged four to five times more than what he should be charged, which equates to over \$5,000 a year. (Tr. at 9-11.)

{¶ 12} Mr. Campbell explained that a former owner of the Property had three-phase, primary electric installed to provide power to a frozen meat-locker processing plant located on the Property. Subsequently, another former owner of the Property hired an electrician, had the compressors for the freezers removed, and the electric supply to the property converted to a single-phase service because that owner did not need the higher-voltage supply of electricity. Mr. Campbell testified that the single phase should have been changed to general service and removed from the primary wiring. Further, he testified that in 2009, the single-phase billing for the electrical supply to the Property was reversed back to a three-phase billing. Mr. Campbell indicated that this switch occurred because the Commission issued some information on how to bill power poles at that time, and Ohio Edison elected to classify the electricity at the Pole as a primary service. According to Mr. Campbell, that situation continued to exist because the primary line coming into the Pole was the only line

that provided primary power to the electrical circuit that goes around the village of Loudonville. Further, Mr. Campbell avers that the only reason to wire into the primary line was to prevent Ohio Edison from having to pay for the use of the Pole in the circuit. (Tr. at 12-14.)

{¶ 13} Mr. Campbell testified that in 2009, Ohio Edison failed to contract with the Property owner to change electric service to three-phase primary service, which is required by Ohio Edison's tariff (PUCO # 11, ORIG. sheet 21, Page 2 of 2). In addition, Mr. Campbell noted that Ohio Edison has since changed the service on the Pole and that the Pole itself is still a three-phase pole, but the three-phase primary line is no longer present because Ohio Edison removed it from the Pole. (Tr. at 15.)

{¶ 14} Mr. Campbell testified that Complainants and Activewarz were supposed to be counted automatically in the Loudonville government aggregation, but Ohio Edison failed to notify First Energy Solutions (FES) to change the service. Further, he noted that Complainants' average monthly usage is under 700 kilowatt-hours, which translates to less than \$100 per month for what he contends is a "normal facility"; however, Complainants' minimum monthly bill at the Property is over \$400. Mr. Campbell testified that there are other businesses in Loudonville with primary feeds, but they are not paying as much as Complainants are. He estimated that one such business, which uses twice as much electricity as the Complainants, has a monthly bill of \$240. (Tr. at 17-18.)

{¶ 15} On cross-examination, Mr. Campbell testified that he is not a licensed professional engineer in the state of Ohio, that he has never received any training in electrical engineering, and that he does not have any experience related to the design or implementation of utility rates or tariffs (Tr. at 21-22). In regards to his allegation that a former owner of the Property requested a change from three-phase to single-phase service at the Property in 1990, Mr. Campbell testified that he could not say what the request entailed or when it was made, but that the former owner told him the request was made (Tr. at 26). Also, concerning his allegation that there was a change in the configuration of Ohio

Edison's facilities at the Property, which removed the Pole from the primary loop, Mr. Campbell testified that the three wires that are the primary loop on the Pole were moved to another pole. He further testified that he did not know when this alleged change occurred, but he does have photographs of the change after it occurred. (Tr. at 26-27.) Finally, with reference to his allegation that Activewarz sustained a minimum loss of over \$300,000 in its billing dispute with Ohio Edison, Mr. Campbell testified that this figure for damages and the calculations he made to arrive at it were speculative and based on the amount of money that he believes the business was shorted (Tr. at 28-36; Ohio Edison Exhibit 1).

2. OHIO EDISON'S TESTIMONY AND EVIDENCE

{¶ 16} Mathew Zap, a supervisor of regional meter service for Ohio Edison, testified that Ohio Edison provides primary service from a 12.47 kilovolt (kV) line on its Mohican Circuit to the Pole on the Property. He stated that the Pole is owned by the Property owner and that the primary voltage is three-phase, 12.47 kV phase-to-phase, and 7.2 kV phase-to-neutral, to the Pole. Mr. Zap testified that the three-phase primary voltage is connected to current and voltage transformers for metering purposes; then, the primary phases are connected to a bank of three transformers that are owned by the Property owner and are located directly underneath the metering transformers. Mr. Zap testified that Company records indicate that the Property has received service from Ohio Edison's 12.47 kV line since December 1970. (Ohio Edison Ex. 2 at 3-4; Att. MAZ-1 and MAZ-2.)

{¶ 17} Deborah Reinhart, a customer service compliance specialist for Ohio Edison, testified that Mr. Campbell has a non-residential, non-lighting account with Ohio Edison at the Property. She noted that Ohio Edison initiated service at the Property, in Mr. Campbell's name, on September 24, 2015, and that Company records and the complaint both indicate that Mr. Campbell is a tenant at the Property. Ms. Reinhart testified that Ohio Edison's Commission-approved tariff assigns customers to rate schedules based on the delivery voltage at which the customer receives service from the Company. She noted that, for non-residential customers, non-lighting customers, such as Complainants, Ohio Edison offers

the following four rate schedules: General Service – Secondary (Rate GS – voltages less than or equal to 600 volts), General Service – Subtransmission (Rate GSU – from either 23,000 volts three wire or 34,500 volts three wire), General Service – Transmission (Rate GT – voltages greater than or equal to 69,000 volts), and General Service – Primary (Rate GP – all other available voltages). Ms. Reinhart testified that, as discussed by Matthew Zapp in his testimony, Mr. Campbell receives service from a 12.47 kV line that runs adjacent to the Property; accordingly, Mr. Campbell is on Rate GP. (Ohio Edison Ex. 3 at 4-5.)

{¶ 18} Ms. Reinhart testified that because Rate GS is generally available to customers receiving service from the Company at less than or equal to 600 volts and because Mr. Campbell currently receives service from an Ohio Edison 12.47 kV line, physical changes would need to be made to the electrical service at the Property in order to receive service from the Company at a different voltage. She testified that the Property owner, or Mr. Campbell with authority from the Property owner, has to request and pay for such changes. Further, Ms. Reinhart noted that Mr. Campbell is a tenant at the Property and further states that no information has been provided to the Company indicating that he is authorized to request such changes. (Ohio Edison Ex. 3 at 5-6.)

{¶ 19} In addressing Mr. Campbell's allegation that Ohio Edison should have switched the supplier to the Property to FES in February 2012, because the customer at the Property at that time did not "opt-out" of a government aggregation in the village of Loudonville, Ms. Reinhart testified that Ohio Edison is not a party to the FES/village of Loudonville aggregation agreement. She stated that Ohio Edison's only role in implementing such a government aggregation agreement is to provide, upon request, the CRES provider with a list of all customers within the geographical boundaries of the government aggregation at the time such a list is requested by the CRES provider. Ms. Reinhart further testified that Ohio Edison last provided a customer list to FES for the village of Loudonville aggregation in December 2014 when it was requested and that this request occurred before Mr. Campbell became the customer of record at the Property in September

2015. In addition, Ms. Reinhart noted that it is the CRES provider that determines what customers are eligible for and ultimately enrolled in the government aggregation and that, since December 2014, FES has not requested a customer list for the village of Loudonville aggregation. (Ohio Edison Ex. 3 at 6-7.)

{¶ 20} Ms. Reinhart testified that the prior customer of record at the Property was a shopping customer that already received service from a CRES provider prior to the formation of the government aggregation. Ms. Reinhart noted that Ohio Edison billing documents show that the customer of record at the Property was receiving service from a CRES provider during a September 2011 to September 2015 time-period. (Ohio Edison Ex. 3 at 8; Att. DLR -5 and DLR-6.)

IV. COMMISSION CONCLUSION

A. *Complainants' Electric Service*

{¶ 21} The Commission initially observes that the facts of this case are undisputed. Neither Complainants nor Ohio Edison presented arguments with regard to the following information that was submitted in pleadings and elicited at the hearing:

Complainants are tenants in the building at the Property that houses their business, Activewarz (Complaint at 3; Tr. at 24); Mr. Campbell opened an account with Ohio Edison for electric service at the Property in his name on September 24, 2015 (Tr. at 23; Ohio Edison Ex. 3 at 4). He did so by filling out a written application for commercial electric service at the Property (Tr. at 24). Complainants receive electric service from Ohio Edison via its 12.47 kV lines attached to the Pole located on the Property; Electricity flows through these lines to a top-most row of transformers located on the Pole for metering purposes; thence, the electricity travels to three other transformers that are attached to the Pole beneath the metering transformers. These transformers step down

the service that is fed to the Pole, 7200/12470 volt (V), to the 120/240V service entering the building at the Property; both the pole and the lower row of transformers beneath the metering transformers are owned by Complainants' landlord. (Tr. at 23-25; Ohio Edison Ex. 2 at 3-4; Ohio Edison Ex. 2 at Attach. MAZ-1 and MAZ - 2.) Lastly, Complainants are billed under Ohio Edison's General Service - Primary ("Rate GP") rate schedule in its tariff for the commercial-grade service rendered to them at the Property (Ohio Edison Ex. 3 at 4).

{¶ 22} Complainants do not contend that Ohio Edison is providing inadequate electric service to their business establishment. Rather, Complainants believe they are being billed under the wrong rate schedule in Ohio Edison's tariff and subsequently being overcharged for their electric service. Mr. Campbell testified that the Property has the wrong transformers and that Complainants are not receiving the right supply of electricity for their Activewarz business. He explained that a previous owner of the Property had the electric service converted to a three-phase service to operate a frozen meat locker processing plant. Then, a succeeding owner of the Property had the Property switched back to a single-phase, lower voltage operation because he did not need the higher voltage electric power that had been necessary to operate the meat processing plant. However, the change-over at that time, from three-phase electric to single-phase electric for the Property, did not encompass the power feed coming into the Pole. According to Mr. Campbell, this occurred because the Pole was part of the primary power loop for the village of Loudonville, and Ohio Edison would have had to buy the Pole or move the service over to one of the other poles nearby. (Tr. at 9, 11-12, 14.)

{¶ 23} Ohio Edison states that the Company's Commission-approved tariff places a customer in rate schedules according to the delivery voltage of the electricity the customer receives from the Company. Ohio Edison argues that, in this case, its approved tariff specifies that the 12.47 kV delivery voltage of electric current flowing to the transformers

owned by the Complainant's landlord places Complainants' service in Ohio Edison's Rate GP schedule. Ohio Edison states that a lower voltage service (which would result in a lower-priced rate schedule in the Company's tariff for Complainants) could be received at the Property, but physical changes would need to be made to the electrical service. Ohio Edison notes, however, that the owner of the Property must request and pay for such changes. Further, Ohio Edison notes that Mr. Campbell is a tenant at the Property and that the Company has no information indicating he is authorized to request such changes. (Ohio Edison Ex. 3 at 5-6.)

{¶ 24} In our consideration of this case, the Commission would first state that we agree with Ohio Edison's position concerning rate schedules in this matter. Ohio Edison's Commission-approved tariff places customers in rate schedules according to the voltage delivered to a customer's threshold of ownership — in this particular instance, customer ownership begins at the transformers owned by Complainants' landlord — and the voltage at that delivery point determines the type of electric service received by a customer and the rate schedule a customer is billed under in the Company's tariff. We cannot agree with Complainants' contention that because their business has "single-phase" electrical circuits with lower electric usage, they should be billed under a lower rate schedule. Specifically, a schedule that Ohio Edison says is comparable to the Company's Rate GS rate schedule for residential housing. In our opinion, the selection of a customer's rate schedule for billing purposes, based on the customer's avowed electric usage with the electricity passing through equipment and wiring not owned by the utility, would be unworkable. Such an arrangement might invite customers to choose their own rate schedules by making changes to customer-owned property after the point of delivery. Accordingly, the Commission finds that Ohio Edison is billing under the proper rate schedule for electricity delivered to the Property.

{¶ 25} Second, the Commission also agrees with Ohio Edison about who must request a change in the electrical equipment serving the Property. In response to

Complainants' request for a change in the transformers on the Pole in order to effectuate a switch to a lower voltage service and thus qualify for a lower-priced rate schedule, Ohio Edison is correct in contending that either the Property owner or Mr. Campbell (with the requisite authority attained from the Property owner) must request and pay for the change. Mr. Campbell and the other Complainants, as tenants in the Property, have no authority on their own to request that such changes be made. The Commission also notes that the present owner of the Property, Complainants' landlord, and the only person with authority to enter into a contract with Ohio Edison to change the configuration of the electric service at the Property, did not testify. Furthermore, there is no evidence in the record of Complainants' landlord ever requesting and offering to pay for a transition to a lower voltage service. Moreover, we note that Complainants presented no evidence at hearing concerning Mr. Campbell's contention that a former owner of the Property had requested that Ohio Edison change the electric service at the Property to a secondary service. Mr. Campbell testified that, while he knew that the former owner had made such a request to Ohio Edison, he could not say what the request entailed (Tr. at 26).

{¶ 26} The Commission has previously determined that a utility company has a duty, upon inquiry from the customer about their electric bill and rate options, to inform said customer about the existence and availability of an alternate rate schedule. In the case at bar, Complainants did not inquire about an alternate rate and also failed to establish that the Property's owner made an inquiry himself. Therefore, Ohio Edison's duty to inform Complainants of an alternate rate schedule was not triggered, and Ohio Edison was under no obligation to advise Mr. Campbell of an alternate rate schedule. *See In re Complaint of White Plastics Co., Inc., vs. Columbus & S. Ohio Elec. Co.*, Case No. 83-650-EL-CSS, Opinion and Order (Sept. 25, 1984) (holding that while a utility is not required to initiate regular reviews of customers' electric bills in order to determine which of the available alternate rates is most advantageous, the utility does have a duty to inform a customer regarding alternate rate schedules whenever a customer inquires about the availability of other rates); *see also Ohio Pallet Co., Inc., et. al. v. Columbus S. Power Co.*, Case No. 91-384-EL-CSS, Opinion

and Order (Apr. 8, 1993) and *Crownover Lumber Co., Inc. v. Columbus S. Power Co.*, Case No. 91-1834-EL-CSS, Entry on Rehearing (June 3, 1993).

{¶ 27} Accordingly, based on our determinations that Ohio Edison is billing properly for electricity delivered to the Pole and that Complainants, as tenants of the Property, have no authority to request physical changes in the electrical service to the Property, the Commission concludes that Complainants' argument about being placed under the wrong rate schedule in Ohio Edison's tariff has no merit.

{¶ 28} Having so decided, we need not proceed further in our analysis of Complainants' arguments on this issue. Nevertheless, the Commission would note an additional allegation relating to this issue that was made by Mr. Campbell at the hearing. Specifically, Mr. Campbell testified that, under Commission rules, when a customer is provided with electric service at a primary voltage, such service is to be rendered pursuant to a written contract and that Complainants' landlord, if he had been presented with a service contract to sign, would never have agreed to the existing primary service, and the service configuration at the Property would have been changed to a secondary, residential-type service. (Tr. at 15, 53-54.)

{¶ 29} In regards to this additional allegation, the Commission observes that there is no dispute about the existence of a contract between Ohio Edison and Mr. Campbell to provide electric service to the Property. That contract was made when Mr. Campbell applied for service at the Property, and Ohio Edison accepted his application and provided Complainants with the primary electric service, under Rate GP, that was already being provided to the Property. (Ohio Edison Ex. 2 at 3.) The issue raised by Mr. Campbell about there being no written contract relates to language in Ohio Edison's tariff stating that, for the provision of primary service, Rate GP provides that "Electric service hereunder shall be furnished in accordance with a written contract * * * ." Mr. Campbell contends that there is no written contract between Complainants' landlord and Ohio Edison; therefore, Ohio Edison's authority to charge a higher rate for electricity under Rate GP is invalid. The

Commission notes, however, that there is no evidence in the record of this case to support Mr. Campbell's assertion. Nothing in the record corroborates Mr. Campbell's testimony about the non-existence of such a contract. There is no testimony or documentation from former owners, or the current owner, of the Property on this issue that would enable the Commission to make a ruling one way or the other, only Mr. Campbell's bald assertion that there is no contract. Accordingly, the Commission concludes that Mr. Campbell's argument has no merit, and we will not address this matter further.

B. *Government Aggregation Issue*

{¶ 30} Complainants allege that Ohio Edison should have switched the electric supplier to FES in February 2012 because the customer at the Property at that time did not "opt-out" of a government aggregation during the opt-out enrollment period in the village of Loudonville. Complainants further contend that, because they never have opted-out of the program, the fact that they are not enrolled in the village of Loudonville aggregation is a consequence of Ohio Edison's failure to enroll them in the program. The Commission notes, however, that under R.C. 4928.20 and Ohio Adm.Code 4901:1-21-17, Ohio Edison's role in relation to the implementation of a government aggregation agreement is limited. Ohio Edison's only obligations with regard to a government aggregation program relate to furnishing the CRES provider involved in the aggregation (in this case, FES) with a list of all customers within the geographical boundaries of the aggregation, at the time such a list is requested by the CRES provider. Moreover, the CRES provider is the entity that determines what customers are eligible for and ultimately enrolled in the government aggregation. Specifically, under Ohio Adm.Code 4901:1-21-17(D)(1), an electric utility's obligations with regard to the implementation of an opt-out government aggregation program include providing, upon request, the governmental aggregator with the following information: "(a) [a]n updated list of names, addresses, account numbers, rate codes, percentage of income payment plan codes, load data, and other related customer information, consistent with the information that is provided to other CRES providers; (b) [a]n identification of customers that are currently in contract with an electric services

company or in a special arrangement with the electric utility; and (c) [o]n a best efforts basis, an identification of mercantile customers.”

{¶ 31} The evidence of record in this matter reveals that Ohio Edison last received a request for a customer list from FES in 2014, which was before Mr. Campbell became the customer of record at the Property. That is the reason Complainants were not enrolled in the aggregation as part of an opt-out enrollment period. The evidence further reveals that, upon request from FES in 2014, Ohio Edison included the Property in the list it provided to FES and that the customer at the Property, prior to Mr. Campbell becoming the customer of record, already received service from a CRES provider. (Ohio Edison Ex. 3 at 7-8; Att. DLR-5 and 6.) This last point is noteworthy because, under R.C. 4928.20(H)(2), a governmental aggregator is prevented from enrolling a customer under contract with a CRES provider in an opt-out aggregation. Therefore, the Property, with the previous customer of record as the tenant, was not in the village of Loudonville aggregation, i.e., the Property was not counted in the program in 2014, because of the previous customer’s contract with another CRES provider, and thus the Property, with Complainants as the succeeding tenants, did not fall heir to inclusion in the aggregation. In addition, the Commission would note, as Ohio Edison did in its filings (Ohio Edison Ex. 3, Att. DLR-3 at 6), that customers are free to join the village of Loudonville aggregation after the enrollment period by contacting FES, which shall determine whether to accept them into the program, at what rate, and according to the terms agreed upon by the village of Loudonville and FES.

{¶ 32} Accordingly, based on a review of the evidence of record on this issue, the Commission determines that Complainants’ argument about Ohio Edison not including them in the village of Loudonville aggregation has no merit.

{¶ 33} In summation, the Commission finds that the record in this proceeding does not support Complainants’ allegations of overcharging by Ohio Edison. The Commission finds that Ohio Edison correctly charged Complainants at their business establishment under the proper rate schedule and according to the Company’s tariff and the Commission’s

rules. The Commission also finds that Ohio Edison properly completed its obligation with regard to the village of Loudonville's aggregation program and that Complainants' not being enrolled in the program was not the fault of Ohio Edison.

{¶ 34} As we have previously noted, in complaint proceedings such as this one, the complainant has the burden of proof. *Grossman v. Pub. Util. Comm.*, 5 Ohio St.2d 189, 214 N.E.2d 666 (1966). Based on the evidence of record in this case, the Commission finds that Complainants have not sustained their burden of proof. Complainants have not demonstrated that Ohio Edison acted in any manner that was unjust or unreasonable, as required by R.C. 4905.26, or that the Company otherwise violated any provision of R.C. Title 49 or any Commission rule or order. The complaint, therefore, should be dismissed.

V. FINDINGS OF FACT AND CONCLUSIONS OF LAW

{¶ 35} Ohio Edison is a public utility and an electric company, as defined in R.C. 4905.02 and 4905.03, and, as such, is subject to the jurisdiction of this Commission.

{¶ 36} On February 23, 2017, Complainants filed this complaint with the Commission against Ohio Edison.

{¶ 37} A settlement conference was held on May 18, 2017.

{¶ 38} The hearing was held on November 29, 2017.

{¶ 39} In a complaint case, the burden of proof is on the complainant. *Grossman v. Pub. Util. Comm.*, 5 Ohio St.2d 189, 214 N.E.2d 666 (1966).

{¶ 40} Complainants failed to sustain their burden of proof to demonstrate that Ohio Edison overcharged them for electric service to their business establishment at 435 Haskell Street, Loudonville, Ohio.

{¶ 41} Complainants failed to sustain their burden of proof to establish that Ohio Edison violated its tariff, any Commission rule or order, or any provision of R.C. Title 49 applicable to Ohio Edison.

{¶ 42} Complainants failed to sustain their burden of proof to demonstrate that Ohio Edison acted unlawfully or unreasonably regarding the provision of electric service to their business establishment at 435 Haskell Street, Loudonville, Ohio.

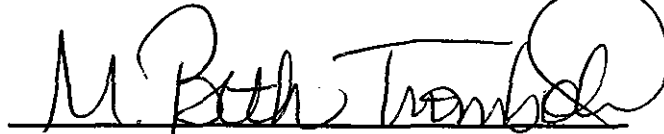
VI. ORDER

{¶ 43} It is, therefore,

{¶ 44} ORDERED, That the complaint be denied and closed of record. It is, further,

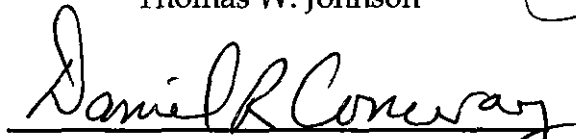
{¶ 45} ORDERED, That a copy of this Opinion and Order be served upon each party of record.

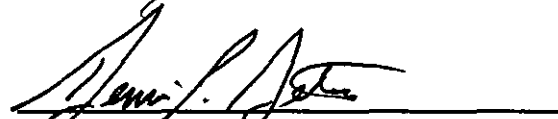
THE PUBLIC UTILITIES COMMISSION OF OHIO


M. Beth Trombold, Chair


Thomas W. Johnson

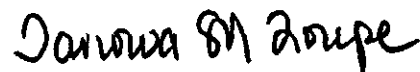

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