

BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

- - -

Matt and Allison Kubitz, :  
:   
Complainants, :  
:   
vs. : Case No. 17-1435-EL-ESS  
:   
Ohio Edison Company, :  
:   
Respondent. :

- - -

PROCEEDINGS

before Anna Sanyal, Attorney Examiner, at the Public  
Utilities Commission of Ohio, 180 East Broad Street,  
Room 11-D, Columbus, Ohio, called at 10:00 a.m. on  
Friday, July 12, 2019.

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20 On behalf of the Respondent.

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Friday Morning Session,  
July 12, 2019.

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ATTORNEY EXAMINER SANYAL: The Public  
Utilities Commission of Ohio has assigned to hearing  
at this time and place for Case No. 17-1435-EL-ESS,  
which is captioned as: In the Matter of the  
Complaint of Matt and Allison Kubitza versus Ohio  
Edison Company.

My name is Anna Sanyal, and I'm the  
Attorney Examiner assigned by the Public Utilities  
Commission of Ohio to preside over this hearing.

At this time let's do appearances. Mr.  
Kubitza, if you will just state your name for the  
record and please provide your home address.

MR. KUBITZA: My name is Matthew Ryan  
Kubitza. I live at 12889 Williamsburg Avenue  
Northwest, Uniontown, Ohio 44685.

ATTORNEY EXAMINER SANYAL: And Miss  
Borsay.

MS. BORSAY: Casteel Borsay with Jones  
Day on behalf of Ohio Edison, and here with me is my  
colleague, Kaela King, as well as Scott Casto from  
Ohio Edison.

ATTORNEY EXAMINER SANYAL: And, Mr.

1 Kubitza, if you will come to the stand, I will swear  
2 you in.

3 (Mr. Kubitza was sworn.)

4 ATTORNEY EXAMINER SANYAL: You may be  
5 seated, and if you want to give us a brief overview  
6 of your complaint.

7 - - -

8 MATTHEW R. KUBITZA,  
9 being first duly sworn, as prescribed by law, was  
10 examined and testified as follows:

11 DIRECT TESTIMONY

12 MR. KUBITZA: Okay. While I was at  
13 work, my mother-in-law had called my wife to tell me  
14 something was going on with the electric. My wife  
15 called me and said hey, you better go check it out.  
16 She said the lights are dimming and getting bright,  
17 that she thought she smelled something, so I ran  
18 home, got there probably a little after 12:30,  
19 noticed that my garage door opener didn't work, went  
20 in the front door, asked her what was going on. She  
21 told me, so I went downstairs to turn the main  
22 breaker off, and when I went downstairs, I turned the  
23 light on and it blew. I got to the bottom of the  
24 steps, and there was sparks flying out of a battery  
25 charger, so I went to the circuit, the main circuit

1 and cut it off and called Ohio Edison to have them  
2 come out and see what was going on.

3 They came out a couple hours later, ran  
4 some tests and found out that there was a fault in  
5 the neutral wire heading from the transformer, so  
6 they unhooked that. Other people came in and  
7 installed the temporary until it could be fixed.

8 ATTORNEY EXAMINER SANYAL: What date was  
9 this?

10 MR. KUBITZA: May 3rd, 2017.

11 ATTORNEY EXAMINER SANYAL: Okay. Well,  
12 why don't you cross-examine, and then I may have some  
13 additional questions.

14 MS. BORSAY: Thank you, your Honor. Do  
15 you mind if I remain sitting or I could stand?

16 ATTORNEY EXAMINER SANYAL: I don't mind  
17 that -- it's a very relaxed environment here. You  
18 may remain seated.

19 MS. BORSAY: Thank you, your Honor.

20 - - -

21 CROSS-EXAMINATION

22 BY MS. BORSAY:

23 Q. Good morning, Mr. Kubitza.

24 A. Good morning.

25 Q. We met earlier at your deposition, but I

1 have some additional questions for you today. You've  
2 lived at your home at 12889 Williamsburg Avenue since  
3 approximately February of 2010; correct?

4 A. Correct.

5 Q. And you mentioned the events that  
6 happened at your home on May 3rd, 2017. I just want  
7 to follow up on a few things.

8 A. Okay.

9 Q. So you first called Ohio Edison to  
10 report an issue at or around 12:53 p.m.; correct?

11 A. Correct.

12 Q. And Ohio Edison sent an employee to your  
13 house who arrived approximately two hours after you  
14 called; right?

15 A. Correct.

16 Q. And that troubleshooter ran some tests,  
17 explained what he found, and answered any questions  
18 you may have at that time; correct?

19 A. Correct.

20 Q. Then Ohio Edison's team restored your  
21 electricity within four hours of you reporting the  
22 issue; right?

23 A. Correct.

24 Q. And Ohio Edison then later returned to  
25 permanently repair the underground secondary wire;

1 right?

2 A. Correct.

3 Q. So after the temporary repairs were made  
4 on May 3rd, 2017, you didn't experience any further  
5 issues with your electricity between that date and  
6 the permanent repairs; correct?

7 A. Not that I noticed, correct.

8 Q. And then once the final repairs were  
9 completed, you have not experienced any voltage  
10 issues with your electrical service since that date;  
11 correct?

12 A. Correct.

13 Q. And, Mr. Kubitza, you agree that an  
14 electrical company can strive for but cannot provide  
15 a hundred percent reliability; right?

16 A. Correct.

17 Q. And you agree that occasional outages  
18 are inevitable in the course of electrical service?

19 A. Yes.

20 Q. And other than the issue you experienced  
21 on May 3rd that resulted in you bringing this claim,  
22 you haven't had any other issues with the service  
23 that Ohio Edison has provided you; correct?

24 A. Correct.

25 Q. So regarding the incident on May 3rd, it



1 is your position that Ohio Edison was negligent;  
2 correct?

3 A. Yes.

4 Q. And based on our conversation, I believe  
5 you are alleging two different theories of  
6 negligence, the first of which is improper  
7 installation, the second is improper maintenance. Is  
8 that a fair characterization?

9 A. That's fair. I would also like to say  
10 that the age of the wires had an effect also.

11 Q. So I want to go through both of those --  
12 or all three of those in turn, starting with your  
13 allegations of improper installation. You have no  
14 knowledge or evidence that the cable servicing your  
15 property was nicked or otherwise damaged during  
16 installation; correct?

17 A. Correct.

18 Q. And you're just speculating that the  
19 cable was incorrectly installed?

20 A. That's just speculation.

21 Q. And yet you've lived at your current  
22 home since February of 2010 and you have not  
23 experienced any issues with your underground cable  
24 before May 3rd; 2017; correct?

25 A. Besides the outages that we have, no.

1 Nothing serious, no.

2 Q. And when were these outages?

3 A. It seems like after we moved in, the  
4 first couple years there was probably three or four  
5 outages a year.

6 Q. And did Ohio Edison respond to all of  
7 your calls for those outages?

8 A. I didn't know until this event on May  
9 3rd that you should call every single time because  
10 the whole neighborhood was out of power. I figured  
11 someone else would call and complain, so every time I  
12 did not call, no.

13 Q. Do you know if any of those alleged  
14 outages were caused by an issue with the underground  
15 wire servicing your property?

16 A. I have no clue where it was.

17 Q. And you said you specifically did not  
18 report those outages to Ohio Edison?

19 A. Not all of them, no.

20 Q. Was your electricity restored promptly  
21 for all of these outages?

22 A. Usually within an hour, couple hours.

23 Q. Do you remember the dates of any of  
24 those outages?

25 A. No.

1           Q.    So other than the event on May 3rd,  
2   2017, you're not aware of any other issues with the  
3   underground wire servicing your property?

4           A.    No, not servicing my property.

5           Q.    You also allege that Ohio Edison did not  
6   properly maintain the underground line servicing your  
7   property; correct?

8           A.    I said that, yes.

9           Q.    And you know from the discovery in this  
10   case that Ohio Edison has a five-year inspection and  
11   maintenance policy; right?

12          A.    Yes.

13          Q.    And your opinion, as I understand, is  
14   that five years is fine for newer cables, but you  
15   believe that as cables get older, the preventative  
16   maintenance practices should increase; correct?

17          A.    I think something should be done more  
18   often when the service life of the cables are coming  
19   to their design life's end, yes.

20          Q.    And that's because you believe that  
21   underground life expectancy for cables is  
22   approximately 25 to 40 years?

23          A.    Correct.

24          Q.    But your opinion is based solely on  
25   research you conducted online; correct?

1 A. Correct.

2 Q. You're not an expert in electrical  
3 service or electrical wiring?

4 A. No.

5 Q. You're not an expert in electrical  
6 inspection and maintenance; correct?

7 A. Correct.

8 Q. And because you're not an expert, you  
9 don't have any expertise to recommend what a new  
10 policy should be for Ohio Edison; correct?

11 A. Correct.

12 Q. In other words, you're not suggesting a  
13 specific new policy be implemented by Ohio Edison.  
14 You're simply saying that the current policy is  
15 insufficient?

16 A. I think there could be room for some  
17 change.

18 Q. And all of your knowledge of proper  
19 inspection and maintenance is based on the  
20 underground electrical service research you did on  
21 the Internet?

22 A. Correct.

23 Q. Sitting here today, can you specifically  
24 state what you think Ohio Edison should do  
25 differently?

1           A.    I think that once a cable comes to its  
2 design life's end, that instead of waiting for faults,  
3 they should be proactive and just change them out.

4           Q.    And your opinion is based on articles  
5 you found on Google?

6           A.    On Prysmian Group -- I think it's  
7 Prysmian. They're a cable manufacturer, P-y-r -- or  
8 P-r-y-m-s-i-a-n maybe. They state that they're  
9 designed for 25 years of service life. I would hate  
10 to see someone get hurt because you guys push it past  
11 that.

12                   MS. BORSAY: Your Honor, I'd like to  
13 mark Company Exhibit 1. May I approach the witness,  
14 your Honor?

15                   ATTORNEY EXAMINER SANYAL: Yes, you may.  
16 And the exhibit is so marked.

17                   (EXHIBIT MARKED FOR IDENTIFICATION.)

18 BY MS. BORSAY:

19           Q.    Mr. Kubitza, you have in front of you an  
20 article that you produced to us in discovery about  
21 the Prysmian cable. Do you recognize this document?

22           A.    I do.

23           Q.    And just to be clear, you found this  
24 website by -- through a Google search; correct?

25           A.    Searching for cable -- underground cable

1 manufacturers.

2 Q. And you have no personal knowledge about  
3 this cable company; correct?

4 A. Correct.

5 Q. So you provided this to us and pointed  
6 out the first paragraph where it says that the cable  
7 has a design life of 25 years or more; is that  
8 correct?

9 A. Correct.

10 Q. I'd like you to read the next  
11 paragraph -- actually, I can read it for you. It  
12 states, "A cable's design life is based on the cable  
13 running at maximum load all day every day for 25  
14 years. At maximum load, the cable conductor will be  
15 at its maximum temperature, normally either 70  
16 degrees Celsius or 90 degrees Celsius, depending on  
17 the cable's grade of insulation and its BS  
18 specification. If the cable is not fully loaded all  
19 of the time, then it can be expected to exceed its  
20 design life. For example, if the cable is loaded for  
21 eight hours in a day, its life expectancy could be in  
22 excess of 40 years." Do you see that?

23 A. Yes, I see that.

24 Q. So is this article all that you are  
25 basing your opinion on that the life expectancy of an

1 underground cable is 25 years or more?

2 A. It is not.

3 Q. What else are you basing your opinion  
4 on?

5 A. All the evidence I had shared with you  
6 earlier, something about the Maryland underground  
7 cables, Georgia Tech study, talking with Rick Zito  
8 and other former and current workers of Ohio Edison.

9 MS. BORSAY: Your Honor, I would object  
10 to the inclusion of any conversations he had with Mr.  
11 Zito as hearsay.

12 ATTORNEY EXAMINER SANYAL: Overruled,  
13 because he hasn't really stated what those  
14 conversations were.

15 Q. So to the extent that the other  
16 information that you just provided, again, all of  
17 that information was found through a Google search;  
18 is that correct?

19 A. Correct.

20 Q. And you have no personal knowledge about  
21 where any of those studies were conducted or about  
22 the reliability of any of those studies; correct?

23 A. Correct.

24 Q. And for some of the longer studies, you  
25 didn't even read the entire study; correct?

1           A.     Correct.

2           Q.     And you don't know if this article that  
3     you have in front of you or any of the other studies  
4     or articles you referenced differentiate between  
5     primary or secondary underground lines; correct?

6           A.     Correct.

7           Q.     And from reading at least portions of  
8     the studies and articles that you mentioned, you  
9     agree that different types of cables can have their  
10    own aging characteristics; correct?

11          A.     Correct.

12          Q.     And, again, from reading at least a  
13    portion of these studies and articles, you agree that  
14    diagnostic testing can actually be damaging to cable  
15    systems; correct?

16          A.     Certain ones, yes.

17          Q.     You mentioned the retired linesman. In  
18    discovery you had refused to give us the name of that  
19    linesman; is that correct?

20          A.     Correct.

21          Q.     Did you mention today that that  
22    linesman's name was Mr. Zito?

23          A.     I mentioned his name, but that wasn't  
24    the original one I was talking about.

25          Q.     So any of the retired linesmen that you



1 spoke to, they did not tell you the source of their  
2 beliefs; correct?

3 A. They did not. I assumed it was from  
4 working their whole life as linesmen.

5 Q. So that was an assumption? You didn't  
6 have an actual source?

7 A. No.

8 Q. And you never specified with them  
9 whether they were opining on the life expectancy of  
10 primary or secondary underground cables; correct?

11 A. Correct.

12 Q. Mr. Kubitz, it's true that you don't  
13 know specifically what caused the underground  
14 secondary cable servicing your property to fail;  
15 correct?

16 A. I asked, but I don't believe you guys  
17 gave me an answer, if you even knew one; so, no, I  
18 don't.

19 Q. So you specifically do not know what  
20 caused --

21 A. No.

22 Q. -- this line to fail?

23 And you agree that an underground line  
24 can fail on its own; correct?

25 A. On its own, I don't think so, unless

1 it's too old. There's always a cause for something.

2 MS. BORSAY: Your Honor, may I approach  
3 the witness?

4 ATTORNEY EXAMINER SANYAL: Yes, and you  
5 may do so freely.

6 MS. BORSAY: Thank you, your Honor.

7 ATTORNEY EXAMINER SANYAL: Are you  
8 marking these?

9 MS. BORSAY: No. They'll just be  
10 referenced.

11 ATTORNEY EXAMINER SANYAL: Okay.

12 Q. Mr. Kubitzka, do you remember having your  
13 deposition taken on June 14th of this year?

14 A. I do.

15 Q. And do you remember being under oath and  
16 swearing to tell the truth?

17 A. Yes.

18 Q. Can you please turn to Page 57?

19 A. Okay.

20 Q. Are you there?

21 A. Yep.

22 Q. On Page 57, Line 8, I asked you, "Do you  
23 also agree that an underground wire can fail on its  
24 own?" And your response was, "Yes, I do." Do you  
25 see that?

1           A.    Yes, at that time, yes.

2           Q.    And do you also agree that an  
3 underground wire can fail through no fault of Ohio  
4 Edison?

5           A.    I will agree to that, yes.

6           Q.    So after the event on May 3rd, 2017, you  
7 contacted Ohio Edison's Claims Department; correct?

8           A.    Correct.

9           Q.    And you spoke to a couple people on the  
10 phone, and then you received a letter on May 9th,  
11 2017, from Ohio Edison. Do you remember that letter?

12          A.    I do.

13                   Can I get my water?

14                   ATTORNEY EXAMINER SANYAL:   Yes.

15                   MS. BORSAY:   Your Honor, I'd like to  
16 mark Company Exhibits 2 and 3.

17                   ATTORNEY EXAMINER SANYAL:   They shall be  
18 so marked.

19                   (EXHIBITS MARKED FOR IDENTIFICATION.)

20                   MS. BORSAY:   And, your Honor, Company  
21 Exhibit 3 is going to be the tariff. I have a full  
22 copy for the record, but then I also have excerpts  
23 for the witness, for convenience.

24                   BY MS. BORSAY:

25           Q.    Mr. Kubitza, you should have in front of

1 you what's been marked as Company Exhibit 2, which is  
2 the letter from May 9th, 2017. Do you recognize this  
3 letter?

4 A. Yes.

5 Q. This is the letter you received from  
6 Ohio Edison in regards to the claim at issue in this  
7 case; correct?

8 A. Correct.

9 Q. And it informs you that Ohio Edison  
10 investigated your claim and found that "no  
11 negligence" on the part of Ohio Edison had been  
12 determined; correct?

13 A. Correct.

14 Q. The letter also cites to a tariff. It  
15 says, "PUCO No. 11." Do you see that in Paragraph 3?

16 A. I do.

17 Q. So if you look to Company Exhibit 3,  
18 Section IV-B, which I provided an excerpt for you, it  
19 says, "The Company will endeavor, but does not  
20 guarantee, to furnish a continuous supply of electric  
21 energy and to maintain voltage and frequency within  
22 reasonable limits. The Company shall not be liable  
23 for damages which the customer may sustain due to  
24 variations in service characteristics or phase  
25 reversals." Do you see that there?

1           A.    I do.

2           Q.    And is this the portion of the tariff  
3 that was also provided to you in the letter from Ohio  
4 Edison?

5           A.    I believe so.

6           Q.    Have you read any other portion of this  
7 tariff?

8           A.    I skimmed through it a bunch of times.

9           Q.    I'd like to point your attention to the  
10 next page, Section X-B. After "Limitation of  
11 Liability" it states, "The Company shall not be  
12 liable for any loss, cost, damage, or expense that  
13 the customer may sustain by reason of damage to or  
14 destruction of any property, including the loss of  
15 use thereof, arising out of, or in any manner  
16 connected with, interruptions in service, variations  
17 in service characteristics, high or low voltage,  
18 phase failure, phase reversal, the use of electrical  
19 appliances or the presence of the Company's property  
20 on the customer's premises whether such damages are  
21 caused by or involve any fault or failure of the  
22 Company or otherwise except such damages that are  
23 caused by or due to the willful and wanton misconduct  
24 of the Company." Do you see that?

25          A.    I do.

1           Q.    And if you turn to the next page, the  
2   first paragraph reads, "Any customer desiring  
3   protection against interruptions in service,  
4   variations in service characteristics, high or low  
5   voltage, phase failure, phase reversal, the use of  
6   electrical appliances or the presence of the  
7   Company's property on the customer's premises, shall  
8   furnish, at the customer's expense, any equipment  
9   desired by the customer for such purpose." Do you  
10 see that?

11           A.    I do.

12           Q.    And you do not have any voltage  
13 protection devices on the outside of your home; is  
14 that right?

15           A.    No, I do not.

16           Q.    If I could point you back to the letter  
17 you have in front of you, the final paragraph states,  
18 "I regret that Ohio Edison...cannot reimburse for  
19 damages sustained during this event. Damages of this  
20 nature may, however, be covered under your insurance  
21 policy. You may wish to discuss this matter with  
22 your insurance agent." Do you see that?

23           A.    I see that.

24           Q.    On May 3rd, 2017, you had a homeowner's  
25 insurance policy; correct?

1 A. Correct.

2 Q. And you refused to provide Ohio Edison  
3 with a copy of that policy during discovery; correct?

4 A. Correct.

5 Q. But you told us that you believe it had  
6 a deductible of \$1,000; correct?

7 A. Correct.

8 Q. And you also have no reason to believe  
9 that your insurance policy doesn't cover damage to  
10 property due to electrical service issues; correct?

11 A. Correct.

12 Q. Your insurance company never told you  
13 that they would not cover such damage; right?

14 A. Correct.

15 Q. And, in fact, your insurance company was  
16 willing to send an agent to your house to assess  
17 damages after you told them that you had experienced  
18 an electrical issue; right?

19 A. Right.

20 Q. When you spoke with Ohio Edison's Claims  
21 Department, they recommended that you go through your  
22 homeowner's insurance policy to get coverage for your  
23 allegedly damaged property; correct?

24 A. Correct.

25 Q. And you, in fact, scheduled for your

1 insurance company to send an agent out to complete an  
2 assessment of your damages; right?

3 A. Right.

4 Q. But then you canceled that appointment  
5 before anyone inspected your home or appliances for  
6 which you are alleging damages?

7 A. Correct.

8 Q. And you canceled this appointment  
9 because, as you said in your deposition, you were mad  
10 at Ohio Edison; correct?

11 A. Correct.

12 Q. And to your knowledge, you would not  
13 have been charged a fee or otherwise incurred any  
14 expense in having the agent come to your home and  
15 assess the damages; correct?

16 A. Correct.

17 Q. After you canceled that appointment, you  
18 never had anyone else come to your home to assess the  
19 damages that you are alleging; correct?

20 A. Correct.

21 MS. BORSAY: Your Honor, I'd like to  
22 mark Company Exhibit 4.

23 ATTORNEY EXAMINER SANYAL: It is so  
24 marked.

25 (EXHIBIT MARKED FOR IDENTIFICATION.)



1           Q.    Mr. Kubitza, you have in front of you  
2 what's been marked as Company Exhibit 4. Do you  
3 recognize this document?

4           A.    I do.

5           Q.    And is this what you provided to us as a  
6 full assessment of the damages you allege in this  
7 case?

8           A.    Correct.

9           Q.    So is it correct that all of the damages  
10 you allege that resulted on your property on May 3rd,  
11 2017, are represented in this exhibit?

12          A.    Yes.

13          Q.    So I want to mention a few things on  
14 here. You allege damage to two surge protectors, but  
15 isn't it correct that you have not actually attempted  
16 to use them since you unplugged them on May 3rd,  
17 2017?

18          A.    Correct.

19          Q.    You also allege damage to your Keurig  
20 coffee maker, but you also have not attempted to use  
21 or verify that it is not functioning since May 3rd,  
22 2017; correct?

23          A.    Correct.

24          Q.    And the same is true for your home  
25 phones, that you have not attempted to use them or

1 otherwise confirm that they do not work?

2 A. Correct.

3 Q. You also allege damages to your  
4 refrigerator at the full replacement cost; correct?

5 A. Correct.

6 Q. But you've been using your refrigerator  
7 since May 3rd, 2017; correct?

8 A. Correct.

9 Q. And it's been keeping your food cold  
10 since that time?

11 A. Yes.

12 Q. You said the only current issues with  
13 the refrigerator are that it will not make ice and  
14 that the LCD display does not function correctly;  
15 correct?

16 A. Correct.

17 Q. And you've not tried to repair the  
18 refrigerator or gotten an estimate on the cost of  
19 that repair?

20 A. No, I have not.

21 Q. You also request that your chest freezer  
22 be replaced; is that correct?

23 A. Correct.

24 Q. But you've been using your chest freezer  
25 as well since May 3rd, 2017; right?

1           A.    Right.

2           Q.    And the only thing wrong with the chest  
3 freezer is that the power light no longer works;  
4 correct?

5           A.    The only -- yes.

6           Q.    And you also did not look into repairing  
7 the power light; correct?

8           A.    Correct.

9           Q.    You also seek over \$14,000 worth of  
10 compensation for your time, using your words, "doing  
11 what our ruined items would have"; correct?

12          A.    Correct.

13          Q.    And that is based on an estimate of 40  
14 minutes a day for 730 days; correct?

15          A.    Correct.

16          Q.    This is for performing activities that  
17 your appliances could have done if they were working  
18 properly, per your allegations?

19          A.    Correct.

20          Q.    And isn't it true that you said those  
21 activities that you are including here included  
22 handwashing dishes, filling ice trays, manually  
23 recharging your water softener, and manually lifting  
24 your garage door?

25          A.    Correct.

1           Q.    But you also submitted receipts in this  
2 case for paper plates and disposable utensils  
3 because, as you said, you didn't feel that you should  
4 be washing dishes by hand; is that correct?

5           A.    Yes.  The amount of paper plates that I  
6 put on there was maybe a week or two's worth.

7           Q.    And you also stated that manually  
8 recharging your water softener was a task that you  
9 had to perform no more than once a month; correct?

10          A.    Correct.

11          Q.    And you also stated that you decided to  
12 park outside of your garage until you replaced the  
13 garage door opener; correct?

14          A.    Yes.  The cars are parked outside.

15          Q.    So of the four tasks that you attribute  
16 to your damaged property, refilling the ice trays is  
17 the only one you actually perform regularly; correct?

18          A.    No.

19          Q.    Please clarify, then.

20          A.    Once the paper plates ran out, we  
21 started washing by hand every day.  Every time we  
22 take the kids out through the garage door, because  
23 their bikes are in the garage, we have to lift the  
24 garage door, go through the house to unlock the  
25 garage door to put the bikes in when we come back.

1     There was multiple things we were doing besides just  
2     making ice.

3             Q.     So you mentioned the ice, the garage  
4     door, and washing dishes; correct?

5             A.     Correct.

6             Q.     And it looks like on this page that you  
7     are seeking over \$23,000 in damages; is that correct?

8             A.     Yep.

9             Q.     But as far as alleged damages actually  
10    incurred to date, you estimate that you have only  
11    spent a couple thousand dollars since May 3rd, 2017;  
12    correct?

13            A.     Correct.

14            MS. BORSAY: Your Honor, at this time  
15    Ohio Edison would like to move to introduce Company  
16    Exhibits 1 through 4 into evidence.

17            ATTORNEY EXAMINER SANYAL: Let me -- I  
18    have a few follow-up questions first.

19            MS. BORSAY: Sure.

20                         - - -

21                         EXAMINATION

22    BY ATTORNEY EXAMINER SANYAL:

23            Q.     Mr. Kubitz, let's go back to Exhibit 1,  
24    about these cables. Now, do you know if these cables  
25    are used by Ohio Edison, since you referenced them?

1           A.    No. They are one of the largest cable  
2 manufacturers in the world.

3           ATTORNEY EXAMINER SANYAL: I have no  
4 other questions.

5           Do you have any objections to having  
6 these exhibits admitted into the record?

7           MR. KUBITZA: No.

8           ATTORNEY EXAMINER SANYAL: Okay. Well,  
9 hearing no objections, these are admitted.

10          (EXHIBITS ADMITTED INTO EVIDENCE.)

11          ATTORNEY EXAMINER SANYAL: And you may  
12 step down.

13          (Witness excused.)

14          ATTORNEY EXAMINER SANYAL: So let's go  
15 off the record.

16          (Recess taken.)

17          ATTORNEY EXAMINER SANYAL: Let's go back  
18 on the record.

19          Miss Borsay, you may proceed.

20          MS. BORSAY: Your Honor, I just wanted  
21 to clarify that Exhibits 1 through 4 were moved into  
22 evidence.

23          ATTORNEY EXAMINER SANYAL: They were,  
24 yes.

25          MS. BORSAY: Thank you. At this time

1 Ohio Edison would like to call Eric Leonard to the  
2 stand.

3 ATTORNEY EXAMINER SANYAL: Mr. Leonard,  
4 would you please raise your right hand?

5 (Mr. Leonard was sworn.)

6 ATTORNEY EXAMINER SANYAL: You may be  
7 seated.

8 - - -

9 ERIC J. LEONARD,  
10 being first duly sworn, as prescribed by law, was  
11 examined and testified as follows:

12 DIRECT EXAMINATION

13 BY MS. BORSAY:

14 Q. Good morning, Mr. Leonard.

15 A. Good morning.

16 Q. Please state your full name and business  
17 address for the record.

18 A. I don't know if I know the business  
19 address actually.

20 Q. Okay. Just your full name.

21 A. Eric Leonard, Eric Jason Leonard.

22 Q. And you work for Ohio Edison?

23 A. I do.

24 MS. BORSAY: Your Honor, at this time I  
25 would like to mark Company Exhibit 5, which is a

1 document titled, "Direct Testimony of Eric Leonard on  
2 Behalf of Ohio Edison Company." It was prefiled on  
3 this docket of June 28.

4 ATTORNEY EXAMINER SANYAL: It is so  
5 marked, and I have a copy.

6 (EXHIBIT MARKED FOR IDENTIFICATION.)

7 Q. Mr. Leonard, do you have before you  
8 what's been marked as Company Exhibit 5?

9 A. I do.

10 Q. And can you please tell us what this is?

11 A. This is my direct testimony.

12 Q. And was this direct testimony prepared  
13 by you or at your direction?

14 A. Yes, it was.

15 Q. Do you have any changes to make to your  
16 testimony as it appears in this exhibit?

17 A. Is this the change of my initials?

18 Q. Yes.

19 A. Yes, I do.

20 Q. What are those changes?

21 A. One of the exhibits has my initials  
22 backwards. It says "ELJ-1," and it should be EJJ-1.

23 Q. And is that the same for Exhibit 2 as  
24 well?

25 A. I believe so, yes.



1           Q.    Does that cover all the changes you wish  
2 to make to your testimony as it appears?

3           A.    It is.

4           Q.    In light of those corrections, is it --  
5 is your testimony, as it appears in front of you,  
6 truthful and accurate, to the best of your knowledge?

7           A.    It is.

8           Q.    And if I asked you the questions that  
9 appear in Company Exhibit 5 today, would your answers  
10 be the same?

11          A.    Yes, they would.

12          Q.    I have one additional question for you.  
13 If there were three to four outages a year, as Mr.  
14 Kubitzka alleges, affecting his property, does that  
15 change your opinion about the reliability of the  
16 underground line servicing his property?

17          A.    No.

18          Q.    Why is that?

19          A.    Those outages would not have been on the  
20 underground system. It would have been on the  
21 overhead system from the sub or the reclosure on the  
22 overhead lines, not -- not affecting the underground  
23 lines.

24          Q.    Thank you.

25                Your Honor, at this time I'd like to

1 move into evidence Company Exhibit 5.

2 ATTORNEY EXAMINER SANYAL: Let's do  
3 cross-examination first.

4 Mr. Kubitzza, do you have any questions  
5 for the witness?

6 MR. KUBITZA: For anything on here?

7 ATTORNEY EXAMINER SANYAL: Anything for  
8 his, you know, his testimony and the exhibits  
9 attached to his testimony. If you have any questions  
10 for him, now would be the time.

11 MR. KUBITZA: Yes.

12 ATTORNEY EXAMINER SANYAL: And if you're  
13 referring to certain pages, let us know so we can  
14 follow along with you.

15 MR. KUBITZA: Okay. Great.

16 - - -

17 CROSS-EXAMINATION

18 BY MR. KUBITZA:

19 Q. On Page 10 you were asked to explain the  
20 one outage that was determined to be caused by the  
21 failure of an underground primary line that happened  
22 on September 7th, 2011, but then down lower on the  
23 page it says that the Jackson circuit, in late August  
24 of 2011, was inspected and found to be in good  
25 working order. Is that common for a line to just go

1 bad within seven days of an inspection?

2 MS. BORSAY: Objection, your Honor.  
 3 That is irrelevant to the service that affected his  
 4 specific property. The Commission ruled previously  
 5 on the motion to compel about the general reliability  
 6 of other lines not affecting Mr. Kubitza's property  
 7 were irrelevant to the subject of the Complaint, and  
 8 I have that order, if your Honor would like to see  
 9 it.

10 ATTORNEY EXAMINER SANYAL: I do have it.

11 I think you are specifically -- Mr.  
 12 Kubitza, for clarification, your question is  
 13 regarding the Jackson circuit?

14 MR. KUBITZA: Correct.

15 ATTORNEY EXAMINER SANYAL: And you are  
 16 on the Jackson circuit?

17 MR. KUBITZA: Correct.

18 ATTORNEY EXAMINER SANYAL: I'm going to  
 19 overrule your objection and allow you to answer as  
 20 much as you can.

21 A. Say that one more time, please.

22 Q. There was an inspection of the complete  
 23 system August of 2011, and it was found to be in good  
 24 working condition. Then September 7th, 2011, there  
 25 was a failure of the underground primary. Is that a

1 common occurrence after an inspection for an  
2 underground to go bad?

3 A. I would say that the inspection  
4 consisted of things that could be inspected above  
5 ground, visually seen, for security and reliability  
6 purposes. As far as an underground line failing  
7 would have nothing to do with an inspection.

8 Q. So you guys do not ever look at an  
9 underground wire once it goes into the ground?

10 MS. BORSAY: Objection, your Honor.  
11 This is outside the scope of Mr. Leonard's testimony.  
12 The general inspection practices of Ohio Edison will  
13 be addresses by Mr. Carson.

14 ATTORNEY EXAMINER SANYAL: So if you  
15 want to reserve that question for the other witness,  
16 that may be a better person to ask that question.

17 MR. KUBITZA: Okay.

18 ATTORNEY EXAMINER SANYAL: And your  
19 objection is sustained.

20 BY MR. KUBITZA:

21 Q. It looks like in 2017 the Jackson  
22 circuit was placed on the eight percent worst  
23 performing circuit report; is that correct?

24 A. Correct.

25 Q. Is there any recourse for a circuit

1 being put on that eight percent list?

2 THE WITNESS: Can I answer that?

3 MS. BORSAY: Yes.

4 A. So when a circuit is placed on the worst  
5 performing circuit list, there are jobs drawn up.  
6 Engineers look at it, forestry looks at it to devise  
7 jobs that can improve circuit reliability. In this  
8 case, when it was placed on the worst performing  
9 circuit, it was -- the cause was two different  
10 outages. One was along an underground outage, and  
11 one was an overhead issue, which was forestry, that  
12 became long outages which inflated the customer  
13 minutes that they were out, and that's why it was put  
14 on.

15 Q. Could you tell me where the underground  
16 outage was?

17 A. I believe we have the exhibit.

18 MS. BORSAY: Yes. It's attached to your  
19 testimony.

20 THE WITNESS: It's in here (indicating)?

21 MS. BORSAY: Yes.

22 A. Oh, yeah, the last page. If you look at  
23 the last page, you can see the triangles are where  
24 the underground failures were between September 1st,  
25 2016, and August 31st, 2017, and then the star

1 indicates the address of 12889 Williamsburg Avenue  
2 Northwest; so our records indicate there were no  
3 primary failures on the allotment servicing that  
4 address during that time frame.

5 MR. KUBITZA: I have nothing else.

6 ATTORNEY EXAMINER SANYAL: Okay. Do you  
7 have any redirect?

8 MS. BORSAY: Just a few, your Honor.

9 - - -

10 REDIRECT EXAMINATION

11 BY MS. BORSAY:

12 Q. Mr. Leonard, does the fact that the  
13 Jackson circuit was reported as the worst performing  
14 circuit in 2017 change your opinion that the circuit  
15 was reliable?

16 A. No.

17 Q. Why is that?

18 A. It's common for overhead circuits to  
19 experience car/pole accidents, forestry issues,  
20 things like that, that can be taken care of it. In  
21 this case, it -- it doesn't point to me that there's  
22 a problem with the underground systems or underground  
23 secondary wires.

24 Q. You mentioned the forestry issues. If  
25 there had not been those forestry issues on the

1 Jackson circuit, would the circuit have been included  
2 on the 2017 report?

3 A. Not in that time frame.

4 Q. You also referred to the map that is  
5 attached to your testimony as EJL-2. The underground  
6 line failures on this map, are those primary or  
7 secondary line failures?

8 A. Primary.

9 Q. And do any of them affect the lines  
10 servicing Mr. Kubitza's property?

11 A. No.

12 MS. BORSAY: I have no further  
13 questions, your Honor.

14 ATTORNEY EXAMINER SANYAL: I have a  
15 couple of questions.

16 - - -

17 EXAMINATION

18 BY ATTORNEY EXAMINER SANYAL:

19 Q. When you're referencing the forestry  
20 issue, what did you mean, like trees falling on lines  
21 or --

22 A. These were specifically, yes, trees  
23 outside the normal trimming specifications.

24 Q. Okay. And then just if you want to go  
25 back to Page 10, I'm trying to understand, with the

1 Jackson circuit, what this means. On Line 21 and 22  
 2 you state that there was an inspection of the Jackson  
 3 circuit in late August 2011. So when you do an  
 4 inspection, does it include overhead, underground,  
 5 and full inspections or just -- what does the  
 6 inspection involve?

7 A. This is -- they call it ESSS inspection.

8 ATTORNEY EXAMINER SANYAL: Did you have  
 9 an objection?

10 MS. BORSAY: I was just going to say he  
 11 can answer to the extent he has knowledge, but I  
 12 think that question might be better addressed by Mr.  
 13 Carson.

14 ATTORNEY EXAMINER SANYAL: Okay. I'm  
 15 going to let him -- since he started answering, I'm  
 16 going to see what he says, and then I may ask you  
 17 that question, sir, as well.

18 A. Okay. So the ESSS inspections, and in  
 19 2011 the overhead portion was conducted by the  
 20 overhead lines group, and those are visual  
 21 inspections performed to look at any safety issues or  
 22 reliability issues that you can visually see.

23 Q. Okay.

24 A. As far as the underground inspections,  
 25 they're typically done by the engineering group, and



1 they're no more than security inspections to make  
2 sure transformer aren't left open, rust holes aren't  
3 in padmount transformers, where someone could stick  
4 their hand through.

5 MS. BORSAY: And, your Honor, I have  
6 Exhibit EJJ-2 in a color copy that you can use for  
7 the record that may clarify the extent of the Jackson  
8 circuit.

9 ATTORNEY EXAMINER SANYAL: Thank you.

10 I have no other questions. Are there  
11 any objections to admitting Mr. Leonard's testimony  
12 into the record?

13 MR. KUBITZA: No.

14 ATTORNEY EXAMINER SANYAL: Okay. Well,  
15 Exhibit 5 is admitted.

16 (EXHIBIT ADMITTED INTO EVIDENCE.)

17 ATTORNEY EXAMINER SANYAL: You may step  
18 down.

19 (Witness excused.)

20 ATTORNEY EXAMINER SANYAL: You may  
21 proceed with your next witness.

22 MS. BORSAY: Your Honor, at this time  
23 Ohio Edison would like to call Ron Carson to the  
24 stand.

25 ATTORNEY EXAMINER SANYAL: Good morning,

1 Mr. Carson.

2 MR. CARSON: Good morning.

3 ATTORNEY EXAMINER SANYAL: If you'll  
4 raise your right hand.

5 (Mr. Carson was sworn.)

6 ATTORNEY EXAMINER SANYAL: You may be  
7 seated.

8 And you may proceed.

9 - - -

10 RONALD W. CARSON,  
11 being first duly sworn, as prescribed by law, was  
12 examined and testified as follows:

13 DIRECT EXAMINATION

14 BY MS. BORSAY:

15 Q. Good morning, Mr. Carson. Can you  
16 please state your full name for the record.

17 A. Ronald Wayne Carson.

18 Q. And do you work for Ohio Edison?

19 A. I work for Ohio Edison at 76 South Main  
20 Street in Akron, at the general office.

21 MS. BORSAY: Your Honor, at this time  
22 Ohio Edison would like to mark Exhibit 6.

23 ATTORNEY EXAMINER SANYAL: That will be  
24 so marked.

25 (EXHIBIT MARKED FOR IDENTIFICATION.)

1 MS. BORSAY: This is titled the "Direct  
2 Testimony of Ron Carson on Behalf of Ohio Edison  
3 Company." It was prefiled in the case on June 28.  
4 BY MS. BORSAY:

5 Q. Mr. Carson, do you have in front of you  
6 what's been marked as Company Exhibit 6?

7 A. I do.

8 Q. Would you please tell us what this is?

9 A. This is my testimony for the case.

10 Q. And was this prepared by you or at your  
11 direction?

12 A. It definitely was.

13 Q. And do you have any changes to make to  
14 your testimony?

15 A. I do not.

16 Q. If I asked you the questions that appear  
17 in this testimony today, would your answers be the  
18 same?

19 A. My answers would be the same.

20 MS. BORSAY: Your Honor, with your  
21 permission, I would like to ask one rebuttal question  
22 regarding Exhibit 1 that was introduced with Mr.  
23 Kubitza.

24 ATTORNEY EXAMINER SANYAL: Yes.

25 Q. You might have it in front of you, but

1 I'll hand you an additional copy (indicating).

2 A. Thanks.

3 Q. Mr. Carson, I've handed you what's been  
4 marked as Company Exhibit 1. Have you had a chance  
5 to review this document?

6 A. I have.

7 Q. Does anything about this document change  
8 your opinion regarding the life expectancy of  
9 underground secondary cables?

10 A. Nothing in this document changes my  
11 opinion.

12 Q. And why is that?

13 A. Well, this document, some of the  
14 statements in it are kind of vague. For example, you  
15 don't know whether this was a primary cable they were  
16 testing or an underground cable. We don't know the  
17 size of the cable. We don't know the loadings, was  
18 it underground, was it aboveground. You know, it's  
19 very vague as to what they're claiming here as far as  
20 life is concerned.

21 Q. And I think you said you don't know  
22 whether it's primary or underground. Just to  
23 clarify, did you mean you don't know whether it's  
24 primary or secondary?

25 A. Excuse me. Secondary. Sorry.

1           Q.    You also mentioned the temperature and  
2   load.  Can you explain what you mean by that?

3           A.    Yeah.  This manufacturer is claiming a  
4   certain amount of life at a certain temperature and  
5   maximum loading, and it appears to be at the extreme  
6   end of what this product is capable, but, you know,  
7   is this a real life situation?  It's difficult to  
8   say.  You know, when a cable is underground, for  
9   example, three feet underground it's always 55  
10   degrees, so it would be very difficult for a cable to  
11   experience high temperatures generally in that  
12   situation; so, you know, this life number that they  
13   generate, it's -- you know, it's strictly one data  
14   point.  It would be interesting to see other data  
15   points.  I mean, if you raise the -- they claim if  
16   you raise the temperature of the cable -- what is  
17   it -- 15 degrees Celsius, that life expectancy drops  
18   from 25 years to 5 years.  Well, what would happen if  
19   you would reduce the temperature by 15 degrees  
20   Celsius, you know, these types of things.  So the  
21   information is here.  It is what it is.  Does it  
22   change anything I believe about cables and their  
23   lives in an underground situation?  No.

24           Q.    And you mentioned that an underground  
25   cable is buried, so the temperature is approximately

1 55 degrees Farenheit; correct?

2 A. Yes. Anything that's three feet or  
3 lower underground runs at a constant 55 degrees  
4 temperature year-round.

5 Q. And the temperature that they are  
6 stating in this document is 70 degrees Celsius or 90  
7 degrees Celsius. Do you know what that is in  
8 Farenheit?

9 A. Seventy to 90 is roughly, what, 160 to  
10 200 degrees Farenheit.

11 Q. And so if there is lower temperature on  
12 the cable, is it your opinion that the life  
13 expectancy would be longer?

14 A. My experience has been that any time you  
15 lower temperature, life goes up, in most things.

16 Q. And it's also true that the load on the  
17 cable can change the life expectancy as well;  
18 correct?

19 A. Yeah, absolutely. I mean, I can't  
20 imagine that a secondary cable run to a resident  
21 would run anywhere near a hundred percent capacity  
22 ever, so -- you know, we tend to build a lot of fat  
23 into the system so that bad things don't happen.

24 MS. BORSAY: I have no further  
25 questions.

1                   ATTORNEY EXAMINER SANYAL:   Mr. Kubitza,  
2   the floor is yours.

3                                 - - -

4                   CROSS-EXAMINATION

5   BY MR. KUBITZA:

6                 Q.   Do you believe your underground  
7   secondary is a safe system?

8                 A.   I do.

9                 Q.   Would you say that a system that could  
10   have one wire go bad -- do you think that if one wire  
11   can go bad and send double the amount of electric  
12   into a home, that's safe, that one failure can do  
13   that?

14                A.   The way the electric system is currently  
15   configured, this is a potential possibility anytime.

16                Q.   Is that safe?

17                MS. BORSAY:   Objection, your Honor.  
18   Asked and answered.

19                ATTORNEY EXAMINER SANYAL:   Overruled.

20                A.   Is it safe?   It's an interesting  
21   question.   It is a way that the system is configured,  
22   so I would assume that it is safe.

23                Q.   Do you assume that 200 -- 210 volts  
24   going into a TV or an SPD, that that's safe?   There's  
25   no harm there?

1 MS. BORSAY: Objection, your Honor.

2 That assumes facts not in evidence.

3 ATTORNEY EXAMINER SANYAL: Sustained.

4 Q. You say there's a lot of fat built into  
5 the system. Why is there nothing to protect from a  
6 lost neutral?

7 MS. BORSAY: Objection, your Honor. It  
8 misstates the evidence.

9 ATTORNEY EXAMINER SANYAL: Overruled.

10 To the extent you can answer.

11 A. Would you repeat the question again,  
12 please?

13 Q. You said earlier that there is fat built  
14 into the system to make it safe. Then why is there  
15 nothing protecting the one wire that can fail and  
16 send double the electric into a house?

17 MS. BORSAY: Same objection to the  
18 question.

19 ATTORNEY EXAMINER SANYAL: Thank you for  
20 mentioning it, but it's overruled.

21 A. I'm not a design engineer. I don't  
22 design these systems. I only inspect them, so I  
23 don't really have direct knowledge of how that is and  
24 why it is configured that way.

25 Q. Would you agree that that would make a



1 safer system?

2 MS. BORSAY: Objection, your Honor.

3 Vague. I'm not sure what he's asking would make it a  
4 safer system.

5 ATTORNEY EXAMINER SANYAL: Can you  
6 clarify your question?

7 MR. KUBITZA: Some kind of safeguard to  
8 prevent TOVs.

9 MS. BORSAY: Objection, your Honor.  
10 It's beyond the scope of this witness' direct  
11 testimony.

12 ATTORNEY EXAMINER SANYAL: Okay. So I'm  
13 going to give Mr. Kubitza a little bit of leeway  
14 since he's representing himself, and then you will  
15 have the opportunity to do some redirect and rehab  
16 your witness, if you need to. Is that okay?

17 MS. BORSAY: Thank you.

18 ATTORNEY EXAMINER SANYAL: Okay. So  
19 feel free to make objections for the record, but I am  
20 going to give him a little bit more leeway.

21 Mr. Kubitza, go ahead ask your question  
22 again or you can have it read back.

23 MR. KUBITZA: Could you read it back,  
24 please?

25 (Question read back.)

1           A.    I'm not an expert on this particular  
2 type of equipment.

3           Q.    So you cannot say that a safeguard in  
4 place as a neutral would make it a safer system?

5           A.    It's --

6           MS. BORSAY:  Objection for the record.

7           ATTORNEY EXAMINER SANYAL:  Thank you.

8           You may answer.

9           A.    It's beyond my area of expertise.

10          Q.    Mr. Leonard had said that the  
11 underground inspections are primarily security  
12 inspections.  Is that true, looking for rust, holes?

13          A.    Yes.

14          Q.    You don't open up and check the wires to  
15 make sure the lugs are still tight?

16          A.    On an underground inspection it's  
17 totally visual, so we're limited to the equipment  
18 that's aboveground.  So we inspect hand hole covers  
19 for damage.  We inspect pads for issues.  We inspect  
20 transformers for rust holes or oil leaks or missing  
21 safety locks and these types of things.  We inspect  
22 the riders, but it's totally visual.

23          Q.    So the wires coming out of the  
24 aboveground transformers are not checked?

25          MS. BORSAY:  Objection, your Honor.

1 Vague for the witness.

2 ATTORNEY EXAMINER SANYAL: Overruled.

3 If you can answer based on the question,  
4 you may.

5 A. State it again.

6 Q. The wires coming out of the transformer,  
7 the secondary wires, they are not checked inside the  
8 transformer cabinet?

9 A. No, we do not go inside the transformer  
10 cabinet and inspect the wires and the connections on  
11 any typical inspection.

12 Q. Thank you.

13 That's all I have.

14 ATTORNEY EXAMINER SANYAL: Okay. I have  
15 a question. I can reserve it until your redirect or  
16 ask it now, whatever you prefer.

17 MS. BORSAY: You can ask your question  
18 now, and I do have some redirect as well.

19 ATTORNEY EXAMINER SANYAL: Okay.

20 - - -

21 EXAMINATION

22 BY ATTORNEY EXAMINER SANYAL:

23 Q. So this is again on the Jackson circuit,  
24 the visual inspection every five years. So I think  
25 there is some -- I mean, I'm just trying to clear up

1 conflicts. In 2011 was there a visual inspection of  
2 the underground system on the Jackson circuit?

3 A. I did not go back and determine when the  
4 last inspection was done.

5 Q. Okay.

6 A. That wasn't what I was asked to do, so I  
7 don't know. We would have that information, though.

8 Q. But it is generally every five years  
9 that there is a --

10 A. What we do is we follow the guidelines  
11 of the NESC and with the ESS we file with the  
12 Commission. So we basically divide the Ohio Edison  
13 system up into five pieces, and every year we inspect  
14 one of the five pieces. It's kind of like painting  
15 the Golden Gate Bridge. We start at one end and work  
16 our way to the far end, and then we come back and  
17 start over again. So essentially every piece gets  
18 inspected once every five years, but we're always  
19 inspecting 20 percent per year.

20 ATTORNEY EXAMINER BORSAY: Okay. You  
21 may go ahead.

22 MS. BORSAY: Your Honor, do you mind if  
23 we take a short break before I do my redirect?

24 ATTORNEY EXAMINER SANYAL: Not at all.  
25 Do you need a space or --

1 MS. BORSAY: No. I think we can just go  
2 out in the hall for a few minutes.

3 ATTORNEY EXAMINER SANYAL: All right.  
4 Let's go off the record.

5 (Discussion off the record.)

6 ATTORNEY EXAMINER SANYAL: Let's go back  
7 on the record. While we were off the record Mr.  
8 Kubitzza mentioned that he forgot to ask a question,  
9 and he was inquiring as to whether you would be  
10 amenable to having him ask a question since we have  
11 not done redirect. I leave it up to you.

12 MS. BORSAY: So understanding he's pro  
13 se, I'm amenable to him asking subject to any  
14 objection I may have about the question.

15 ATTORNEY EXAMINER SANYAL: Sure. Do you  
16 care if we do it now before you do your redirect  
17 evidence possibly?

18 MS. BORSAY: I would prefer that in case  
19 I have any follow-up regarding the question.

20 ATTORNEY EXAMINER SANYAL: You can go  
21 ahead and ask your question.

22 - - -

23 RECROSS-EXAMINATION

24 BY MR. KUBITZA:

25 Q. Now, you said that if a line is buried

1 three feet or more below ground, it's only seeing 55  
2 degrees. Underground how -- is there specifications  
3 for fill in an underground system?

4 A. Yes.

5 Q. And what would that be?

6 A. We tend to recommend or require fill  
7 that has no rocks or sharp pieces and parts in it. I  
8 forget the name of it. It's Select Backfill, is one  
9 of the names for it. It's basically a combination of  
10 sand and clay.

11 Q. And at what depth is that required to  
12 be?

13 A. You know, I don't know specific details  
14 of that since I'm not in the design group, but our --  
15 our guide to underground or guide to electric  
16 installation that you can get online from our  
17 website, I think it has details on those types of  
18 things.

19 Q. Would you agree that if the proper fill  
20 was not used, that it -- there's a possibility for  
21 damage to a line?

22 MS. BORSAY: Objection, your Honor.  
23 This is beyond the scope of his testimony and  
24 expertise.

25 ATTORNEY EXAMINER SANYAL: May I have

1 the question read back again?

2 (Question read back.)

3 ATTORNEY EXAMINER SANYAL: I'm going to  
4 overrule your objection.

5 You may answer, to the extent you know.

6 A. I'm not an expert on this by any means.  
7 I would -- you could assume that if the fill was  
8 incorrect, that it could cause issues, and generally  
9 if something is incorrect, the issues pop up early.  
10 You know what I mean? So if they use an incorrect  
11 fill, I would assume that they would have -- you  
12 would have had problems long before 40 years.

13 Q. Do you --

14 ATTORNEY EXAMINER SANYAL: Mr. Kubitza,  
15 I am going to -- we did agree that it was one  
16 question, and now we have kind of ventured into the  
17 territory of many more questions. I think you  
18 understand. I do want to give you leeway, but at the  
19 same time, I am going to have to stop you there.

20 MS. BORSAY: Thank you, your Honor.

21 ATTORNEY EXAMINER SANYAL: Yes.

22 Redirect.

23 - - -

24

25

REDIRECT EXAMINATION

BY MS. BORSAY:

Q. Mr. Carson, I want to clarify one of your answers that Her Honor asked you. I want to direct you to your testimony on Page 7. Does this refresh your recollection that an inspection of the Jackson circuit did occur in August 2011?

A. Oh, it sure does. I was thinking of something else when you asked that question. I'm sorry. I have a lot of paperwork flowing across my desk.

Q. And can you explain what that inspection would have entailed?

A. Well, as I explained earlier how we divvy up the Ohio Edison system and that we inspect 20 percent each year. The inspection is a visual inspection, and the inspector, trained inspector goes out and they look at all of the aboveground equipment, and it's basically safety and reliability. Anything that poses any kind of safety issue is repaired or corrected as soon as possible. Any issues that could lead to an outage down the road are put on our scheduling system, and they're corrected within about one year of the finding of the issue, and then we have a laundry list of items that the



1 inspector has to look at and he has to say whether,  
2 when he inspected it, it was good or bad. There's a  
3 whole laundry list of looking at the foundation, you  
4 know, the transformer. All the different bits and  
5 pieces. He has to look at each one and mark in the  
6 form that, yes, I looked at it and there were no  
7 issues or there were issues type of thing, and  
8 there's areas for them to put in notes and anything  
9 that's pertinent to the inspection.

10 Q. And why doesn't Ohio Edison dig up to  
11 visually inspect the underground wires?

12 A. We do not dig up and visually inspect  
13 underground wires because the act of digging  
14 generally causes more problems than just leaving the  
15 wire where it's at.

16 Q. Mr. Kubitza was asking you about  
17 protection devices. Does Ohio Edison have any  
18 overcurrent protection devices on its transformers?

19 A. Ohio Edison has an overcurrent  
20 protection device on every transformer.

21 Q. And is that consistent with industry  
22 standards?

23 A. It is consistent with industry  
24 standards.

25 Q. Are there also things that customers can

1 do to protect their homes?

2 MR. KUBITZA: Can I object to that?

3 ATTORNEY EXAMINER SANYAL: Yes, you may  
4 object. What's your basis?

5 MR. KUBITZA: Could he tell us what side  
6 the overcurrent protection is on the transformer, the  
7 primary or secondary?

8 ATTORNEY EXAMINER SANYAL: That's not a  
9 proper objection. What is it regarding her question  
10 that you're objecting to?

11 MR. KUBITZA: That it's vague. I  
12 believe his answer was -- or her question was vague  
13 about the overvoltage protection on the -- every  
14 single transformer.

15 ATTORNEY EXAMINER SANYAL: I'm going to  
16 overrule that objection.

17 You may finish your question and you may  
18 answer.

19 MS. BORSAY: Can you repeat the question  
20 back? I'm sorry.

21 (Question read back.)

22 A. I am aware that you can purchase  
23 overvoltage protection equipment for your home and  
24 for all your electric devices. That is available on  
25 the market.

1           Q.    Mr. Carson, just a couple more.  Are  
2 failures on underground secondary lines common?

3           A.    It's my experience in talking with other  
4 engineers that failures on the underground secondary  
5 are kind of rare.

6           Q.    And does Ohio Edison do its best to  
7 provide safe and reliable service to its customers?

8           A.    Ohio Edison follows all of the practices  
9 in the industry from the NESC, with the ESS with the  
10 Commission, and in many cases we go beyond the  
11 minimum requirements to insure that we provide the  
12 best and safest service that we can.

13          Q.    Thank you.

14                I have no further questions at this  
15 time.

16                ATTORNEY EXAMINER SANYAL:  Do you have  
17 any questions related to just her redirect?  Do you  
18 have any follow-up questions?

19                MR. KUBITZA:  Yes.

20                       - - -

21                RE CROSS-EXAMINATION

22                BY MR. KUBITZA:

23                Q.    You stated that there are overcurrent  
24 protection devices on every transformer?

25                A.    There are.

1 Q. Can you tell us what side that is on?

2 A. Generally they're on the primary side.

3 Q. Generally or always?

4 A. There's always one on the primary side.

5 There may be others, depending on the installation.

6 MR. KUBITZA: That's all I have.

7 ATTORNEY EXAMINER SANYAL: Okay.

8 MS. BORSAY: May I ask one follow-up?

9 ATTORNEY EXAMINER SANYAL: Sure.

10 - - -

11 REDIRECT EXAMINATION

12 BY MS. BORSAY:

13 Q. Is having an overcurrent protection on  
14 the primary side consistent with industry standards?

15 A. It is totally consistent with industry  
16 standards.

17 MS. BORSAY: Thank you.

18 ATTORNEY EXAMINER SANYAL: Okay.

19 Exhibits.

20 MS. BORSAY: If we could move into  
21 evidence Exhibit 6.

22 ATTORNEY EXAMINER SANYAL: Any objection  
23 to admitting -- stay there.

24 THE WITNESS: I'm back. I'm back.

25 Sorry.

1 ATTORNEY EXAMINER SANYAL: Any  
2 objections to admitting Exhibit 6?

3 MR. KUBITZA: No.

4 (EXHIBIT ADMITTED INTO EVIDENCE.)

5 ATTORNEY EXAMINER SANYAL: Okay. Now  
6 you may go. Thank you.

7 (Witness excused.)

8 ATTORNEY EXAMINER SANYAL: Do the  
9 parties want to discuss a briefing schedule?

10 MS. BORSAY: Your Honor, we would like  
11 to do post-hearing briefing. We're amenable to  
12 whatever schedule is convenient for the Court and Mr.  
13 Kubitza.

14 ATTORNEY EXAMINER SANYAL: Okay. So can  
15 we just do four weeks out for briefs with no replies?  
16 I really don't feel like replies would be necessary.

17 MS. BORSAY: Yes.

18 MR. KUBITZA: What is it?

19 ATTORNEY EXAMINER SANYAL: Let's go off  
20 the record.

21 (Discussion off the record.)

22 ATTORNEY EXAMINER SANYAL: Let's go back  
23 on the record. While we were off the record we  
24 discussed potential dates for briefs. The parties  
25 have agreed on August 19th. There will be no reply

1       briefs.  Once the briefs are submitted, the  
2       Commission will review the evidence and issue a  
3       decision in due course.

4               Are there any other issues you would  
5       like to discuss on the record before we go off the  
6       record?

7               MS. BORSAY:  Nothing from Ohio Edison.

8               ATTORNEY EXAMINER SANYAL:  Mr. Kubitza?

9               MR. KUBITZA:  I had some articles.  I  
10       don't know if I'm not allowed to submit them as  
11       evidence.

12              ATTORNEY EXAMINER SANYAL:  Well, you  
13       should have probably presented them when you were up  
14       on the stand.

15              MR. KUBITZA:  While I was up there?

16              ATTORNEY EXAMINER SANYAL:  Right.  I  
17       mean -- let's go off the record again.

18              (Discussion off the record.)

19              ATTORNEY EXAMINER SANYAL:  Let's go back  
20       on the record.

21              Mr. Kubitza, you can come up here.  Do  
22       you have copies for everyone?

23              MR. KUBITZA:  I do.

24              ATTORNEY EXAMINER SANYAL:  So we have a  
25       few exhibits -- a few documents that Mr. Kubitza

1 would like to be included as exhibits. Just provide  
2 us copies and we can maybe just talk through it.

3 MR. KUBITZA: Okay. Shall I hand them  
4 out first?

5 ATTORNEY EXAMINER SANYAL: Right. Make  
6 sure everyone has a copy so we can all look at the  
7 same thing.

8 So which one would you like to talk  
9 about first?

10 MR. KUBITZA: I would like to talk about  
11 the Entergy article, "Should Power Lines Be  
12 Underground?"

13 ATTORNEY EXAMINER SANYAL: Okay.

14 MR. KUBITZA: Specifically on the back  
15 page --

16 MS. BORSAY: I don't have a copy.

17 ATTORNEY EXAMINER SANYAL: I think this  
18 one (indicating).

19 MS. BORSAY: Okay.

20 ATTORNEY EXAMINER SANYAL: So don't read  
21 from the article. Let me -- let me have opposing  
22 counsel -- she probably has objections to admitting  
23 this as an exhibit.

24 MR. KUBITZA: Okay.

25 ATTORNEY EXAMINER SANYAL: So go ahead

1 and make your objection.

2 MS. BORSAY: Your Honor, I do raise a  
3 hearsay objection. This is a document, I understand  
4 from his deposition, that he found via a Google  
5 search, and he has no personal knowledge regarding  
6 this article. He doesn't know the sources of the  
7 article, anything more about how the study was  
8 conducted, and I believe he is trying to offer it for  
9 the truth of the facts stated within, which would be  
10 textbook hearsay.

11 ATTORNEY EXAMINER SANYAL: Mr. Kubitza,  
12 did you write this article?

13 MR. KUBITZA: I did not. It's a study  
14 from the Maryland Public Service Commission.

15 ATTORNEY EXAMINER SANYAL: And do you  
16 have anyone from the Maryland Public Service  
17 Commission today to kind of authenticate this  
18 document?

19 MR. KUBITZA: No, I don't.

20 ATTORNEY EXAMINER SANYAL: So,  
21 unfortunately, we can't admit this as an exhibit.

22 MR. KUBITZA: Okay. There's no use for  
23 the second one.

24 ATTORNEY EXAMINER SANYAL: Okay. Well,  
25 in that case --



1 MR. KUBITZA: Sorry.

2 ATTORNEY EXAMINER SANYAL: That's okay.

3 Here are your copies (indicating).

4 Are there any other issues we would like  
5 to discuss before we go off the record?

6 MS. BORSAY: Not from Ohio Edison.

7 ATTORNEY EXAMINER SANYAL: Mr. Kubitza?

8 MR. KUBITZA: No.

9 ATTORNEY EXAMINER SANYAL: Okay. Well,  
10 hearing none, let's go off the record. Thank you  
11 very much.

12 (Thereupon, the hearing was concluded at  
13 11:45 a.m.)

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CERTIFICATE

I do hereby certify that the foregoing  
is a true and correct transcript of the proceedings  
taken by me in this matter on Friday, July 12, 2019,  
and carefully compared with my original stenographic  
notes.

\_\_\_\_\_  
Valerie J. Sloas, Registered  
Professional Reporter and  
Notary Public in and for  
the State of Ohio.

My commission expires June 10, 2021.

(VJS-90318)

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Summary: Transcript - Revision 2 - in the matter of Matt and Allison Kubitza vs. Ohio Edison Company hearing held on 07/12/19 electronically filed by Mr. Ken Spencer on behalf of Armstrong & Okey, Inc. and Sloas, Valerie J. Mrs.