

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

RICHMOND HEIGHTS TOWN SQUARE)		
OWNER, LLC))	
)	
Complainant,))	
)	
v.))	Case No. 20-1493-EL-CRC
)	
THE CLEVELAND ELECTRIC))	
ILLUMINATING COMPANY, <i>et al.</i> ¹ ,))	
)	
Respondent.))	

ANSWER OF THE CLEVELAND ELECTRIC ILLUMINATING COMPANY

In accordance with Rule 4901-9-01(D), Ohio Administrative Code, Respondent, The Cleveland Electric Illuminating Company (“CEI” or the “Company”), for its Answer to the Complaint of Richmond Heights Town Square Owner, LLC (“Complainant”), states:

FIRST DEFENSE

1. CEI is without sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 1 of the Complaint, and therefore denies them.
2. CEI denies the allegations in paragraph 2 of the Complaint.²
3. In response to the allegations in paragraph 3 of the Complaint, CEI admits that it is a public utility company, as defined by R.C. 4905.03(C) and is duly organized and existing under the laws of the State of Ohio. CEI denies any remaining allegations in paragraph 3 of the Complaint.

¹ Complainant also incorrectly filed this Complaint against “First Energy Corp.,” an entity which does not exist. To the extent that Complainant intended to name “FirstEnergy Corp.” in the Complaint, it is not a proper party to this action because FirstEnergy Corp. is a public utility holding company that does not provide utility service and, therefore, the Commission lacks jurisdiction over FirstEnergy Corp.

² *Id.*

4. CEI denies the allegations in paragraph 4 of the Complaint.
5. CEI is without sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 5 of the Complaint, and therefore denies them.
6. CEI denies the allegations in paragraph 6 of the Complaint.
7. CEI denies the allegations in paragraph 7 of the Complaint.
8. In response to the allegations in paragraph 8 of the Complaint, CEI admits that an actual meter reading and reset were performed on or about May 1, 2019. CEI denies any remaining allegations in paragraph 8 of the Complaint.
9. In response to Exhibit A attached to the Complaint, CEI avers that this document speaks for itself and, therefore, no response is required. To the extent that a response is required, CEI denies any remaining allegations in paragraph 9 of the Complaint.
10. In response to Exhibit B attached to the Complaint, CEI avers that this document speaks for itself and, therefore, no response is required. To the extent that a response is required, CEI denies any remaining allegations in paragraph 10 of the Complaint.
11. In response to Exhibit B attached to the Complaint, CEI avers that this document speaks for itself and, therefore, no response is required. To the extent that a response is required, CEI denies any remaining allegations in paragraph 11 of the Complaint.
12. In response to Exhibit C attached to the Complaint, CEI avers that this document speaks for itself and, therefore, no response is required. To the extent that a response is required, CEI denies any remaining allegations in paragraph 12 of the Complaint.
13. In response to Exhibit D attached to the Complaint, CEI avers that this document speaks for itself and, therefore, no response is required. To the extent that a response is required, CEI denies any remaining allegations in paragraph 13 of the Complaint.

14. In response to the allegations in paragraph 14 of the Complaint, CEI admits that Complainant has made five payments to Account No. 110133926482 (the “Account”) totaling \$55,086.56 for the time period during which Complainant has held the Account. Further answering, CEI states that Complainant has not made a payment to the Account since February 14, 2020 and Complainant currently has an unpaid account balance that is due and owing to CEI. CEI denies any remaining allegations in paragraph 14 of the Complaint.

15. CEI denies the allegations in paragraph 15 of the Complaint.

16. CEI denies the allegations in paragraph 16 of the Complaint.

17. In response to paragraph 17 of the Complaint, CEI incorporates all the preceding paragraphs as if fully set forth herein.

18. CEI denies the allegations in paragraph 18 of the Complaint.

19. CEI denies the allegations in paragraph 19 of the Complaint.

20. To the extent not specifically addressed above, CEI denies the remaining allegations in the Complaint.

AFFIRMATIVE DEFENSES

CEI sets forth its affirmative defenses to the claim asserted in the Complaint as follows:

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

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

3. The Commission lacks jurisdiction over improperly named Respondent FirstEnergy Corp.

4. The Commission lacks jurisdiction to award the relief Complainant seeks.

5. Complainant has denied CEI access to the premises and/or to CEI's facilities and equipment on the premises in violation of CEI's Tariff, PUCO No. 13, and/or Commission Rule.

6. At certain times referenced in the Complaint, CEI has been unable to enter the premises to conduct actual meter reads due to a Public Utilities Commission of Ohio Order regarding the COVID-19 pandemic.

7. Certain late payment charges complained of by Complainant were waived during the COVID-19 pandemic.

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

9. The remedies requested are barred, in whole or in part, by the doctrine of laches.

10. CEI reserves the right to assert further defenses as warranted by discovery in this matter.

WHEREFORE, The Cleveland Electric Illuminating Company respectfully requests an Order dismissing the Complaint and granting The Cleveland Electric Illuminating Company all other relief deemed necessary and proper.

Respectfully submitted,

/s/ Kari D. Hehmeyer

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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer of The Cleveland Electric Illuminating Company was served upon the following by electronic mail and/or U.S. Mail this 30th day of September 2020:

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/s/ Kari D. Hehmeyer
One of the Attorneys for The Cleveland
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This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 20-1493-EL-CRC

Summary: Answer Answer of The Cleveland Electric Illuminating Company electronically filed by Ms. Kari D Hehmeyer on behalf of The Cleveland Electric Illuminating Company