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**VIA REGULAR U. S. MAIL**

Docketing Division  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, Ohio 43215-5073

December 9, 2005

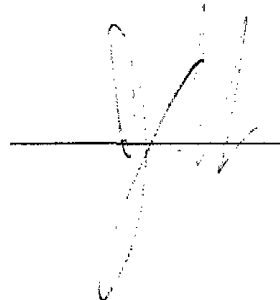
Re: Joseph Grenga vs. Ohio Edison Company  
Case No. 05-1248-EL-CSS

Dear Clerk:

Enclosed for filing, please find the original plus 11 copies of Joseph Robert Grenga's Complaint. Please time stamp the one extra copy and return it to the undersigned in the enclosed envelope.

Thank you for your assistance in this matter. Please contact me if you have any questions concerning this matter.

Very truly yours,



Enclosures

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This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician                      Date Processed 12-13-05

**CASE NO: 05-1248-EL-CSS**

**FIRST AMENDED COMPLAINT**

**vs.**

and

### Respondents.

## **STATEMENT OF FACTS**

Grenga receives their mail for bills and invoices including electric service from Ohio Edison Company at 5498 Glenwood Avenue, Boardman, Ohio 44502-2551. Grenga's manufacturing facility is at 56 Wayne Avenue, Youngstown, Ohio 44502-1988.

At approximately 4:00 P.M. on July 5, 2005 a man appear at the service door of Grenga Machine Wayne Avenue plant ("facility") and demanded \$648.70 for payment supposedly on an Overdue electric bill. He presented a letter-sized paper that manager Grenga was no permitted to

examine in detail. Grenga said, "they have no money at the location", and requested that the man, "come back tomorrow", for payment. The man stated emphatically, "he would not come back tomorrow". During the conversation with the person demanding money, Grenga had no knowledge of any outstanding electric bill for the Wayne Avenue facility. The conversation between lasted no longer than 3 minutes and was witnessed by three Grenga's employees.

Since the man was in street clothes, Grenga soon became suspicious since he did have the appearance of an employee of Ohio Edison nor did the man produce, or show any item that would identify him as an employee and/or agent of Ohio Edison. He was not in any type of uniform that would identify him to be a representative of any company, let alone Ohio Edison Company. It was very unusual for any person to come to the facility and demand money instantly.

Grenga even became more suspicious due to the fact when he looked out the facility window he did not see any vehicle that would identify it as an Ohio Edison car or truck. It was not uncommon in the community where Grenga's facility is located for persons to come in and beg for money. In order for a person to gain entrance to Grenga's facility, they have to gain entrance by an employee of Grenga. The entrance door is always locked and only opened when a visitor rings a buzzer. When they are permitted to enter they are always escorted by an employee. The facility is a fabrication and machine shop, there is no business office located at the facility.

If the man was in fact an employee of Ohio Edison, Grenga had no possible way to pay the amount of the alleged bill instantly by cash, check or any other method. The main office of Grenga is located off premise, no checks and very little petty cash are kept at the Wayne Avenue facility. At no time did the man say the electric service would be disconnected if payment was not received. He departed without any comment, other than, "he would not come back tomorrow".

The electric service was operating properly when Grenga's facility was closed at the end of the shift on the 5<sup>th</sup> of July 2005 at approximately 5:15 P.M. When Grenga's employees arrived for the beginning of their shift on the morning of the next day, July 6<sup>th</sup>, they found that the facility

had no electric power. About 8:00 in the morning of the next day, Grenga received a call from an employee at the facility that the burglar alarm was ringing and the alarm company call the facility stated that they notified the police. He also stated that he could not shut the alarm off. The employee also stated that there was no electricity, and the interior overhead doors could not be opened. There was no possible method to shut off the alarm, as it was operated by battery and it took alternating current for activating the relays. All other electronic devises in the building were deactivated, including the lighting, pumps, and rare gas sensors.

There are five steel electric operated overhead roll-up doors that could not be opened since the motors depend on electricity. It was imperative that the doors be opened, since there were checklists for potential fire hazards, and other equipment that had to be to attend to every morning. In addition, there were several trucks waiting to be loaded and/or unloaded. Grenga's customers could not be waited on, or items that they ordered could not be accessed. The power to the complete facility was shut-off which consists of three large buildings.

There are several types of industrial gases located in the facility and there are sensors that must be checked. It is imperative to check for any possible leak of gas, or broken hoses.

The loss of power caused complete havoc with the operation of the machinery throughout the entire building. In addition, the loss of power caused the loss of valuable electronic machine information. Some of which could not be easily retrieved, as their memory required a constant power supply. Other information could not be retrieved without an expenditure of a great deal of time and funds.

Some of the work in progress was damaged since there was no possible way to re-set the machines without electricity, since they have no provision for manual operation.

When Grenga got the call at home from the facility he first became aware that the electricity was disconnected. Grenga rushed to the facility and attempted to shut off the alarm. The police and the alarm company were notified that there was no criminal activity at the facility.

Grenga had to have the alarm repaired due to the long duration of its being deprived of electricity. Grenga called Ohio Edison and asked what had to be done to have the electrical service re-connected. The person on the telephone told of several places where the amount of the bill could be paid. At approximately 8:00 on the July 6, 2005 Grenga got a check from the office on Glenwood and drove to several places suggested by the clerk to pay the amount demanded. All of the places the clerk suggested for payment were closed. Grenga drove to several other places that the clerk suggested, but they also were closed. Grenga drove around and finally found a place in Campbell, Ohio that was open and he paid the full amount demanded, \$648.70. This is the amount the man noted on a slip of paper on the 5<sup>th</sup> of July 2005.

#### **FIRST CLAIM**

1. The Public Utilities Commission of Ohio has jurisdiction of this matter since Ohio Edison is a public utility, as defined by §4905.03(A)(4) O.R.C. and is duly organized and existing under the laws of the State of Ohio.
2. Joseph Robert Grenga dba Grenga Machine and Welding receives bills/invoices from Ohio Edison Company ("Ohio Edison") at 5498 Glenwood Avenue, Boardman, Ohio 44502-2551 for the electric service at 56 Wayne Avenue, Youngstown, Ohio, 44502-1988.
3. At all times relevant Joseph R. Grenga, dba Grenga Machine and Welding, ("Grenga") 56 Wayne Avenue, Youngstown, Ohio 44502 has account Number 11 00 15 3120 7 4 with Ohio Edison.
4. At all times relevant has been assigned Customer Number 0802718130 0000991862.
5. At all times relevant an electric meter Number 880119050 has been installed in the premise of Grenga's Wayne Avenue facility.
6. At all relevant times, Ohio Edison, had a place of business at 730 South Avenue, Youngstown, Ohio, 44501-0570.

7. At all relevant times, Ohio Edison was a supplier, as defined by common law and the Public Utilities Commission of Ohio, in the business of furnishing electricity through Ohio, including, but not limited to, Mahoning County, Ohio.
8. Grenga receives a combined invoice from Ohio Edison Company for consumption.
9. Ohio Edison without cause shut off the electricity to Grenga's Wayne Avenue facility sometime between 5:15 P.M. on the 5<sup>th</sup> of July 2005 and 7:00 A.M. on the 6<sup>th</sup> of July 2005 without proper notice.
10. Ohio Edison demanded \$648.70 on the 5<sup>th</sup> of July 2005 when \$467.29 was due by July 18, 2005. (See Enclosure Exhibit "A")
11. The difference between the amount of \$467.29 and the amount paid by Grenga was \$181.41 which was not due until July 18, 2005. (Exhibit A)
12. Ohio Edison charged Grenga late payment charges of \$4.08 on July 6, 2005 on the \$181.41 amount when the bill was not due until July 18, 2005. (Exhibit A)
13. Grenga was forced to pay \$4.08 late payment charges on July 6<sup>th</sup>, 2005 for a bill that was not due until July 18, 2005 in order to have their electric service re-connected.
14. The discontinuing of the electric service to Grenga's facility was done maliciously since the balance at billing on Grenga's account on July 1, 2005 was \$467.29 and the electric service discontinued on July 5, 2005. (See Exhibit A)
15. Ohio Edison disconnected the electric service when Grenga's current payment on account was not yet due.
16. The back of Ohio Edison's Invoice No. 90040665588 states in pertinent part on page 3:

"Our records indicate your electric service payment is past due. Your electric service could be disconnected unless payment of \$467.29 is made by **07/15/2005**. If service is disconnected, you will be required to pay a reconnection fee and may be required to pay a security deposit to have your power restored".  
(Emphasis added)
17. Ohio Edison disconnected the electric service on **07/06/05**. This was one week before Ohio Edison requested current payment, and payment was due.

18. It states on the back of Ohio Edison's bill that "all of our employees were photo I.D. badges. The man appeared at Grenga's facility had neither photo identification, badge, nor any other device that would identify him as an employee/agent of Ohio Edison.

19. Grenga had no time to go get a check due to the fact the man purposely appeared at the door at almost closing time of the facility. The man said emphatically that he would not wait, or come back, as was requested. He demanded full payment of \$648.70 "now".

20. As a further consequence of the careless, reckless, and negligent action of Respondent, Complainant has incurred loss of income, and has otherwise been injured, all which circumstances were due to Ohio Edison's negligence.

#### **SECOND CLAIM**

21. Grenga hereby incorporates by reference all averments and allegations set forth in paragraphs one (1) through thirteen (18) of their Complaint, as if fully rewritten herein.

22. At all relevant time, Ohio Edison, was a business entity, with a place of business in Mahoning County at 730 South Avenue, Youngstown, Ohio, 44501-0570.

23. At all relevant times, Ohio Edison, was a supplier, as defined by common law, and the Public Utilities Commission of Ohio, in the business of selling, distributing, preparing, connecting, and otherwise participating in the sale, and service of electricity.

24. The negligent action of Ohio Edison, was a direct and proximate cause of the harm for which the Grenga seeks to recover damages.

25. As a consequence of the careless, reckless, and negligent actions of Ohio Edison, Grenga has incurred unexpected expenses and shall, in the future incur unknown additional expenses.

26. As a further consequence of the careless, reckless, negligent actions of Ohio Edison, Grenga has incurred loss of earnings, and has otherwise been injured, all of which unknown circumstances may continue in the future.

### **THIRD CLAIM**

27. Grena hereby incorporates by reference all averments and allegations set forth in paragraphs 1 through 24 of this Complaint, as if fully rewritten herein.

28. At all times relevant, Ohio Edison was a business entity, in the business of furnishing, making, constructing, servicing, selling distributing, and/or otherwise participating in the furnishing electricity in Mahoning County, Ohio.

29. Ohio Edison is a Utility and/or supplier, as defined by common law and the PUCO.

30. The electricity to Grena's Wayne Avenue facility was shut off by Ohio Edison purposely and maliciously as retaliation and punishment for Grena's filing a Complaint against Ohio Edison in another matter. Grena filed a complaint against Ohio Edison for damage done to facility of Grena located on Rayen Avenue, Youngstown, Ohio. Case No. 03-615-EL-CSS.

31. When Grena called Ohio Edison to notify them that payment was made, the clerk would not say when they would reconnect the electric service. The clerk then added, "you deserve it with your history".

32. Respondent was careless, reckless, and negligent, and is strictly liable for Grena's injuries, damage to property, for the reasons previously outlined herein.

33. The negligent action of Ohio Edison, was a direct and proximate cause of the harm to property for which the plaintiff seeks to recover damages.

34. As a consequence of the careless, reckless, and negligent action of Respondent, Complainant has incurred extra expenses.

35. As a further consequence of the careless, reckless, and negligent action of Ohio Edison, Grena has incurred loss of time and loss of the enjoyment of their property, and has otherwise been injured, all of which circumstances are the direct cause of Respondent.

36. Ohio Edison disconnected the electricity to Grena's facility in an effort to inflict the most serious harm to Grena's facility and business as possible which caused Grena loss of income, time, and damages for which is the basis of their Complaint.



Complainant, JOSEPH ROBERT GRENGA by the undersigned, and hereby states for their complaint against Respondent, FIRSTENERGY SOLUTIONS CORP. as follows:

37. Complainant, Joseph Robert Grenga dba Grenga Machine and Welding hereby restate their Statement of Facts above as if fully re-written within.

38. FirstEnergy Corp. ("FirstEnergy") demanded, under threat of having Grenga's electric service disconnected, \$78.31 for consumption charges.

39. FirstEnergy demand for money due on Ohio Edison's Invoice dated July 1, 2005 for \$78.31 was not due on or before July 18, 2005.

40. Grenga's electric service was disconnected on July 5, 2005 for alleged non-payment of an electric bill that was not due on or before July 18, 2005.

41. FirstEnergy and/or Ohio Edison jointly or severely had a part in the disconnection designed to cause the maximum harm to Grenga's business, reputation, and credit history.

42. Grenga restates Claims 1, 2, and 3 above as if fully rewritten within and as applied to FirstEnergy.

WHEREFORE, Complainant, Joseph Robert Grenga, prays for judgment against Respondents Ohio Edison Company and FirstEnergy Solutions Corp. jointly and severally liable to them, and any other relief that the Public Utilities Commission deems just and reasonable.

Respectfully submitted,



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