

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of)	
John Ivancic)	
)	
Complainant,)	
)	
v.)	Case No. 05-1366-EL-CSS
)	
Cleveland Electric Illuminating Company)	
)	
Respondent.)	

ENTRY

The Attorney Examiner, pursuant to the authority granted by Rule 4901-1-14, Ohio Administrative Code (O.A.C.), finds:

- (1) On November 4, 2005, Mr. John Ivancic (Complainant or Mr. Ivancic) filed a complaint against the Cleveland Electric Illuminating Company (Respondent or CEI). Mr. Ivancic asserts that CEI failed to:
 - (a) respond in a timely manner to a hazardous situation caused by a late April snow and ice storm that detached the electric service line from his home; (Mr. Ivancic further asserts that this situation was not corrected as of late August 2005.)
 - (b) have documentation identifying the ownership and responsibility for the exterior wires on a residence;
 - (c) have standards for CEI employees to use in advising a "recommended" location for the "contact point" (to connect the electric service line to the residence);
 - (d) coordinate the information used by the Customer Service Center and their field representatives concerning the location of the service connection point, or contact point, and what does or does not conform to the National Electric Code (NEC).

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Mr. Ivancic asserts that, in addition to a four-month delay to reconnect his electric service line, he incurred the additional expense of relocating the service connection point for a second time, as a result of the false and/or conflicting information received from CEI concerning the NEC.

- (2) On November 23, 2005, CEI filed an Answer and Motion to Dismiss. In its Answer, CEI admits the following:
 - (a) Mr. Ivancic is a customer of CEI, and states that he called the CEI Customer Service Center on April 25, 2005.
 - (b) Mr. Ivancic made several phone calls to its Customer Service Center in August 2005.
 - (c) A CEI representative came to Mr. Ivancic's residence on August 24, 2005, and left a card indicating "Cust provide contact point for wire" and "please call the people on this card" along with a business card for Lee Drowlette, Distribution Specialist. (See Complaint attachments A and B.)
 - (d) A CEI representative informed Mr. Ivancic that the customer is responsible for providing and installing a contact point.
 - (e) A contact point was installed at the approximate location described in (unnumbered) paragraph eight of the Complaint.
 - (f) Mr. Ivancic contacted Mr. Drowlette and Mr. Skufca at CEI. Mr. Skufca came to Mr. Ivancic's residence, and advised Mr. Ivancic that the contact point location was a violation of the NEC because it was too close to a window.
 - (g) Mr. Ivancic inquired where CEI would like the contact point installed, and that Mr. Skufca responded that the contact point should be installed "somewhere in the vicinity of the peak of the eave, plus or minus 12 inches."

- (h) In response to the allegations of (unnumbered) paragraph 10, CEI states that Mr. Skufca advised Mr. Ivancic that, if he kept the contact point where it was installed, the resulting meter shift would cost \$550 plus applicable taxes.

CEI denies the remaining allegations of the complaint. CEI asserts that sufficient information detailing ownership and responsibility for wires and contact points is readily available on the company's internet website. Also, CEI asserts that it has not provided false or conflicting information. CEI submits that it has breached no legal duty to Complainant. CEI further submits that it has at all times acted in accordance with its Tariff, PUCO No. 13, which is on file with the Commission, as well as all rules and regulations as promulgated by this Commission, the existing laws of the State of Ohio, and accepted standards and practices in the electric utility industry.

- (3) In its Motion to Dismiss, CEI states that Mr. Ivancic has failed to set forth reasonable grounds for his complaint and requests that this complaint be dismissed.
- (4) In accordance with the Commission's goal of reducing the number of adversarial proceedings before it, the attorney examiner finds that this matter should be scheduled for a settlement conference. The purpose of the settlement conference will be to explore the parties' willingness to negotiate a resolution of this complaint in lieu of an evidentiary hearing. Nothing prohibits any party from initiating settlement negotiations prior to the scheduled settlement conference. An attorney examiner from the Commission's legal department will facilitate the settlement process. The parties should bring with them all documents relevant to this matter.
- (5) In the event that a settlement is not reached at the conference, the attorney examiner will conduct a discussion of procedural issues at the conclusion of the settlement conference. Procedural issues for discussion may include discovery dates, possible stipulation of facts, and potential hearing dates.

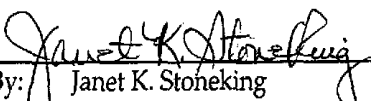
- (6) Accordingly, this case should be set for a prehearing settlement conference on Wednesday, January 11, 2006, beginning at 11:00 a.m., in Hearing Room 11-B, at the offices of the Commission, 180 East Broad Street, Columbus, Ohio 43215-3793. If the parties have any questions concerning the prehearing settlement conference, they may contact Jeanne W. Kingery at (614) 466-0441.


It is, therefore,

ORDERED, That a prehearing settlement conference be scheduled in accordance with Finding (6). It is, further,

ORDERED, That a copy of this entry be served on all parties of record.

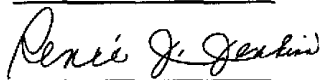
THE PUBLIC UTILITIES COMMISSION OF OHIO

By: 
Janet K. Stoneking
Attorney Examiner

JKS:ct 

Entered in the Journal

DEC 15 2005



Renee J. Jenkins
Secretary