

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of)	
James R. Locker,)	
)	
Complainant,)	
)	
v.)	Case No. 05-1469-EL-CSS
)	
Ohio Edison Company,)	
)	
Respondent.)	

OPINION AND ORDER

The Commission, considering the complaint filed by James R. Locker, the hearing held on September 12, 2006 and the evidence of record, hereby issues it Opinion and Order in this case.

APPEARANCES:

James R. Locker, 223 N. Western Avenue, Springfield, Ohio 45504, on his own behalf.

Mark A. Whitt, Jones Day, 325 John H. McConnell Blvd., Suite 600, Columbus, Ohio 43215 and Arthur E. Korkosz, FirstEnergy Service Company, 76 South Main Street, Akron, Ohio 44308, on behalf of the Ohio Edison Company.

OPINION:

History of the Proceedings

On December 1, 2005, James R. Locker (complainant) filed a complaint with the Commission against the Ohio Edison Company (Ohio Edison, respondent). Mr. Locker states, among other things, that he was the owner of 1212 Lagonda Avenue and 1110 E. John Street, Apt 48, Springfield, Ohio, until 2003 and that both properties are in Ohio Edison's service area. Mr. Locker alleges that for approximately two years after he sold the Lagonda Avenue property, he repeatedly contacted Ohio Edison to have service at the property disconnected and taken out of his name. The complainant states that he made no payments during this period and the service was not disconnected.

Further, the complaint alleges that in October 2002, in regards to the E. John Street property, Mr. Locker became aware that a tenant had service transferred into Mr. Locker's

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name. Subsequently, Mr. Locker requested that Ohio Edison disconnect the electric service. Mr. Locker claims that electric service to the apartment was not disconnected, as requested. In February 2003, Mr. Locker posits that Ohio Edison contacted him about paying the outstanding bill. Mr. Locker states that he informed Ohio Edison that he did not intend to pay the bill and again requested that the service should be disconnected. On or about September 2003, the complainant states the apartment was leased to a new tenant and service transferred into the new tenant's name. Mr. Locker states that he sold the E. John Street property in November 2003. Mr. Locker contends that Ohio Edison frequently fails to timely disconnect electric service at his properties upon his request.

Mr. Locker requests that Ohio Edison abandon any and all claims to the balances accrued after the sale of the Lagonda Avenue and East John Street properties, and abandon any claims on any other accounts currently or formerly held by the complainant that "display a similar pattern." Further, Mr. Locker requests that Ohio Edison remove any indication of any collection activity in association with these accounts from his credit history.

On December 21, 2006, Ohio Edison filed its answer to the complaint. Ohio Edison admits that the company provided electric service to the complainant's rental properties in Springfield, Ohio. Ohio Edison further admits that the company maintains an account in Mr. Locker's name and that balances from other accounts not identified in the complaint have, at times, been transferred to Mr. Locker's remaining account(s). Ohio Edison asserts that the transfer of such account balances was lawful and proper. Otherwise, Ohio Edison generally denies the allegations raised in the complaint.

By entry issued January 13, 2006, this matter was scheduled for a settlement conference on February 1, 2006. Although the parties were not able to resolve the dispute at that time, Mr. Locker and Ohio Edison participated in two additional conferences in an effort to resolve the issues raised in the complaint. However, the parties were unable to resolve the matter informally and a hearing was scheduled for September 12, 2006. At the conclusion of the hearing, the parties agreed to a briefing schedule. Subsequently, Mr. Locker requested an extension of time to file his initial brief. By entry issued October 18, 2006, Mr. Locker's request for an extension was granted and the briefing schedule revised so that briefs were due as follows: Complainant's initial brief due by October 31, 2006; Ohio Edison's brief due November 17, 2006; and Mr. Locker's reply due by December 1, 2006. Ohio Edison timely filed its brief. Mr. Locker filed his initial brief; however, he did not file any reply brief.

HearingComplainant

Mr. Locker testified on his own behalf. Mr. Locker stated that he was the owner of a number of rental properties located in Ohio Edison's service territory. Mr. Locker began purchasing rental property in 1990 and by 1994 had acquired approximately 70 units (Tr. 39). Mr. Locker testified that he would collect all the Ohio Edison bills for the rental properties, his office and/or his home and send them all in a single envelope with one check (Tr. 40-41). Mr. Locker stated that he had a landlord reversion agreement (LRA) with Ohio Edison (Tr. 10). Mr. Locker testified that under the LRA if service at one of his properties was taken out of the tenant's name, electric service was automatically placed in Mr. Locker's name for LJ Properties (Tr. 41).¹ Mr. Locker stated that he entered into the LRA with Ohio Edison to avoid property damage in the event a tenant moved out without notice. Mr. Locker claims that the LRA never included any provision that precluded him from disconnecting electric service in his name. Mr. Locker acknowledges that he can not tell from his records which rental properties he alleges Ohio Edison failed to disconnect in a timely fashion other than the East John Street, Apartment 48 and 1212 Lagonda Avenue (Tr. 34, 38). Nor has Mr. Locker determined any specific amount which he believes Ohio Edison is improperly attempting to collect from him (Tr. 53). Further, Mr. Locker admits that after September 2001 his rental property business experienced financial difficulty, he had difficult renting the units, and that he began to try to sell the properties. Mr. Locker admits that he was able to sell most of the properties and the other properties he let go into foreclosure (Tr. 43). Mr. Locker admits that his business records are in disarray and stated that, from 2001 through 2003, he did not have a secretary to assist with the rental property business. Mr. Locker also states that during this period his mother had health problems (Tr. 34, 38, 44). The complainant admits that he did not keep any record of his contacts with Ohio Edison. At issue in this complaint are three rental properties owned by the complainant: Lagonda Avenue, East John Street, and Oaklawn Avenue. The complainant's claim in regard to each rental property is addressed separately below.

Finally, Mr. Locker alleges that Ohio Edison has selectively elected to report his rental property accounts to collections as opposed to transferring the balances to his business office account. Mr. Locker states that if payment for his office or home was not timely made, electric service was promptly disconnected. Mr. Locker said that electric service at his office had been disconnected multiple times and service at his home had been disconnected in 2001. Mr. Locker testified that Ohio Edison disconnected the electric service at his office for nonpayment of an account balance transferred from his Oaklawn Avenue property (Tr. 33).

¹ LJ Properties is the complainant's rental company business.

A: Lagonda Avenue

Mr. Locker asserts that he spoke to Ohio Edison on multiple occasions about various issues related to his electric service, including requests to disconnect the service at Lagonda Avenue. Mr. Locker states that he sold the Lagonda Avenue property, a single family home, in December 2002 and subsequently requested that Ohio Edison disconnect service to the property. Mr. Locker said that after the sale of the home, the property was vacant for two years and, therefore, the buyers of the Lagonda Avenue home did not attempt to have a new service account established (Tr. 12-13). Mr. Locker testified that over the winter he made several calls to Ohio Edison to request that service be disconnected; sometimes he used the automated process to request that service be disconnected or left a message to explain the problem. On other occasions, at least two or three times, Mr. Locker says that he spoke with a customer service representative to request that service at the Lagonda Avenue property be disconnected. Further, the complainant testified that several times when he spoke with Ohio Edison for any other reason, he would mention that the Lagonda Avenue property still needed to be disconnected (Tr. 13-15). Mr. Locker presented an Ohio Edison bill for the Lagonda Avenue property, in the name of LJ Properties, for the billing period September 26 through October 26, 2004 and mailed to LJ Properties and James Locker (Complainant's Ex. 1). Mr. Locker stated that the Lagonda Avenue account was eventually disconnected but was subsequently reported to collections for nonpayment and noted on his credit report (Tr. 19).

B: East John Street

Mr. Locker was also the owner of 1110 - 1138 East John Street (East John Street). Mr. Locker stated that as of the fall of 2002, 1112 East John Street, Apartment 48 was rented to a tenant. According to Mr. Locker, the tenant terminated the service in the tenant's name with the intent of moving out. Mr. Locker stated that he never received any notice that service had been transferred into his name (Tr. 19). In November 2002, Mr. Locker said he learned that the service at East John Street was in his name and requested that the service be disconnected. As Mr. Locker recalls, at that time the bill was approximately \$300 (Tr. 21). He recalls that Ohio Edison explained that pursuant to Commission regulations, the tenant would need to be informed of the request for disconnection 10 days in advance. However, Mr. Locker stated that the service was not disconnected as requested (Tr. 19-20). Mr. Locker recalled receiving a telephone call from an Ohio Edison representative in February 2003. The representative warned Mr. Locker that if service at the East John Street location was not paid, service would be disconnected. Mr. Locker states that he informed the representative that he in fact wanted the service to be disconnected. According to Mr. Locker, the representative told him he would need to call another Ohio Edison telephone number to have the service disconnected. Mr. Locker admits that he did not call the telephone number provided to have the electric service disconnected (Tr. 20). Mr. Locker further stated that in July 2003, as he was preparing to

rent the East John Street Apartment to another tenant, his maintenance personnel verified that the electric was on in Apartment 48 (Tr. 21). Mr. Locker testified that by the time a new account was established in the new tenant's name, the bill was approximately \$700 (Tr. 22). In November 2003, Mr. Locker sold the East John Street apartment complex.

Mr. Locker's property at East John Street included an account for parking lot lighting. Mr. Locker admits that from approximately January to June 2003 he intentionally did not pay the parking lot lighting bill to see if Ohio Edison would actually terminate the service (Tr. 50).

Mr. Locker offered into evidence a letter extracted from his computer hard drive dated November 16, 2003, addressed to Ohio Edison and FirstEnergy Corporation, 76 South Main Street, Akron, Ohio (Tr. 24-25) (Complainant Ex. 2). The letter is on LJ Properties letterhead and lists the addresses and apartment numbers affected. The letter states, among other things, that "Effective 15 November 2003, we have sold all the reference properties. Please terminate all service that is in our name at the subject properties effective immediately." Complainant Ex. 2 is signed "Sincerely, James R. Locker."

C: Oaklawn Avenue

The complainant testified that as of February 2005 he relinquished control of the Oaklawn Avenue apartments to a receiver. As Mr. Locker recalls, some of the Oaklawn Avenue apartment units were occupied at the time it went into receivership. Further, the witness asserted that a few days thereafter, a letter dated February 9, 2005 was sent to Ohio Edison. The letter states that "effective February 1, 2005, we no longer control the property at 30-40 Oaklawn Ave., Medway, Ohio, which includes apartments 30, 32, 34, 36, 40A, 40B 40C, and 40D." The letter also indicated that service included "house" service to both buildings and requests that Ohio Edison "terminate all service that is presently in our name." Like Complainant Ex. 2, this letter is on LJ Properties letterhead and is signed by James R. Locker (Complainant Ex. 3) (Tr. 33-34). Mr. Locker acknowledges that the letter does not include an indication of the address to which the letter was mailed. Mr. Locker believes the letter was sent to Ohio Edison's bill payment location (Tr. 34). Mr. Locker testified that he continued to be the responsible party on the Oaklawn Avenue account until August or September 2005. Further, Mr. Locker testified that Ohio Edison disconnected the electric service at his office for nonpayment of an account balance transferred from the Oaklawn Avenue apartments.

Mr. Locker testified that he did not send any other communications to Ohio Edison, except the two admitted into evidence as Complainant Ex. 2 and 3, to request that Ohio Edison terminate electric service at the listed apartment units (Tr. 50). On cross-examination of Mr. Locker, counsel for Ohio Edison introduced into evidence Mr. Locker's payment history for the period January 2002 through October 2004 (Ohio Edison Ex. 7).

Mr. Locker acknowledged that his payment history for the period January 2002 through October 2004 did not reflect any payment for the months of June and October 2002; January, March, April, May, July, September and November 2003;² January, February, March, May, July, August and September 2004 (Tr. 45-46).

Ohio Edison

Ohio Edison offered the testimony of two witnesses: Brad Bell and Carlos Vidal. Brad Bell, Manager of Revenue Operations for Ohio with FirstEnergy Service Company, testified that he compiled a list of customer accounts associated with Mr. Locker and LJ Properties using Ohio Edison's database (Ohio Edison Ex. 1). The computer system database includes customer billing information, metering and customer contacts with company customer service representatives. Mr. Bell also asserts that the customer records include any credit-related activities on the account such as past due balance notices (Tr. 60-61). Ohio Edison Exhibit 1 lists the account number, the service address, the outstanding balance on the account as of the week prior to hearing, the account status (an indication of whether the account has been written off, continues to be an active account or reported to a collection agency), and, if the account is no longer active, when the account was reported to collections (Tr. 64).

Mr. Bell testified that he is familiar with Ohio Edison's LRAs and that the LRA does not prohibit Mr. Locker, as the landlord, from terminating service in his name (Tr. 66). Mr. Bell could not say why service at 1110 East John Street, Apartment 48, went unpaid from the fall of 2002 until May 31, 2003, the date of collection as shown on Ohio Edison Exhibit 1. Mr. Bell admits that according to Ohio Edison Ex. 1, Ohio Edison closed an account for 1212 Lagonda Avenue with LJ Properties as the customer and immediately thereafter reopened a new account with LJ Properties as the customer through the LRA (Tr. 73). The witness contends that such is not the ordinary procedure when an account is disconnected for nonpayment or for any other reason. Mr. Bell believes the immediate reopening of a new account was due to a customer service representative's error (Tr. 73-74). Mr. Bell testified that where service has reverted to the landlord and the landlord fails to pay the account, the landlord's nonpayment does not void the LRA. Under such circumstances, when a subsequent tenant moves out of the property, service can be transferred to the landlord under the LRA (Tr. 77, 79).

Witness Bell stated that during any particular month, Ohio Edison has approximately 80,000 accounts in collection and that the primary criterion that Ohio Edison uses to determine whether to pursue payment on the account is the balance (Tr. 81). Mr. Bell stated that Ohio Edison's practice is not to report outstanding accounts less than \$25 to a collections agency because it is not cost effective given the company's large customer base (Tr. 82). Ohio Edison will, however, according to Mr. Bell transfer a balance

² Ohio Edison Ex. 7 does however reflect a payment on December 9, 2003 and December 30, 2003.

of less than \$25 as well as any amount greater, to another account, if the customer identification factors match (customer name, federal ID number, social security numbers, service address and/or mailing address) (Tr. 83-85).

Ohio Edison also offered the testimony of Carlos Vidal, Business Analyst for FirstEnergy Service Company. Mr. Vidal testified that he examined Ohio Edison's customer account records under the name James Locker and/or LJ Properties, as shown on Ohio Edison Ex. 1, to determine if the company received any letter(s) or other contacts (telephone calls, walk-ins or e-mails) requesting that service be disconnected (Tr. 91-93).

Mr. Vidal testified that when a customer telephones Ohio Edison to move out of the service location, the customer service representative is automatically presented with a customer contact screen to enter a brief description of the content of the call (Tr. 94). If, for example, the customer called *only to get a question answered and no process* was initiated, the customer service representative would have to manually create the contact file (*Id.*). Mr. Vidal stated that Ohio Edison representatives are trained and expected to document every single contact. The witness noted that each customer service representatives' compliance with the contact documentation policy is monitored (Tr. 95). As for contacts by mail, Mr. Vidal stated that the customer service representatives review the documents received, research the accounts, process the request if any process is needed and document the contact. Ohio Edison witness Vidal testified that the customer service representative documents the contact by letter even if what the letter is requesting has already been completed; the contact information recorded in the database will note that a letter was received and no process was required as the request had already been completed (Tr. 95). According to Mr. Vidal, a similar contact development process occurs when a customer walks into an Ohio Edison office (*Id.*). Mr. Vidal testified that often customers send correspondences to the remittance center (the bill payment address) and such correspondences are forwarded to the correct location within Ohio Edison and manually processed (Tr. 110). Mr. Vidal stated that while Ohio Edison prefers that landlords terminate their LRA in writing, the request can be by telephone (Tr. 121).

A: Lagonda Avenue

Mr. Vidal testified that Ohio Edison Ex. 2 lists the contacts for Mr. Locker's business partner numbers. Mr. Vidal stated that Mr. Locker had multiple business partner numbers (Tr. 96). Mr. Vidal explained that according to Ohio Edison Ex. 2, LJ Properties only had one business partner number associated with the company but that it could have multiple contracts. The witness explained that by cross referencing the business partner number on Ohio Edison Ex. 2 with the information on Ohio Edison Ex. 1, Ohio Edison Ex. 2 lists the contacts for 1212 Lagonda Avenue (Tr. 97). Ohio Edison Ex. 2 lists contacts from November 22, 2002 through August 25, 2004. According to Mr. Vidal, Ohio Edison Ex. 2 shows that on July 26, 2004, the customer (presumably Mr. Locker) contacted Ohio Edison and stated that he had sold 1212 Lagonda Avenue two years ago. The exhibit also

indicates that the customer service representative initiated a move out. Mr. Vidal admits that the customer service representative failed to remove or terminate the LRA from the account. Mr. Vidal further stated that the computer system normally terminated the LRA from the account automatically but failed to do so in this case (Tr. 97-98).

Ohio Edison witness Vidal testified that Ohio Edison Ex. 3 also reflects contacts to Ohio Edison's service center by Mr. Locker associated with 1212 Lagonda Avenue and indicates that Mr. Locker again contacted Ohio Edison about the account on November 2, 2004 (Tr. 98). Mr. Vidal contends that according to Ohio Edison Ex. 3, the LRA was removed from the Lagonda Avenue property as a result of the November 2004 contact (Tr. 99). The witness testified that the customer contact record dated September 7, 2006, acknowledges the error of the customer service representative on July 26, 2004 and credits \$17.62 for service charges accrued July through November 2004 at 1212 Lagonda Avenue (Tr. 99-100). Mr. Vidal testified that his research of Ohio Edison records did not demonstrate any other contact by Mr. Locker regarding the 1212 Lagonda Avenue account (Tr. 100-101).

B: East John Street

Mr. Vidal testified that Ohio Edison Ex. 4 is a screen printout of a customer contact from Ohio Edison's computer system in place prior to June 1, 2003. Further, the witness stated that the contact was initiated by Ohio Edison's collections agent in regards to 1110 E. John Street, Apartment 48, on February 6, 2003. Mr. Vidal claimed that his investigation did not reveal any other contacts between Ohio Edison and Mr. Locker in regards to any East John Street account nor do the records reflect the receipt of a letter from the complainant (Tr. 101- 102). However, Mr. Vidal claimed that by November 2003, the date of Complainant Ex. 2, all but one of the accounts had been finalized (Tr. 102). Mr. Vidal states that he assumed that if an account had been sent to collections that service had been terminated because the company only submits finalized accounts to collections (Tr. 102). Mr. Vidal claimed that pursuant to the information shown on Ohio Edison Ex. 1, Ohio Edison was not attempting to collect any balance on any East John Street property incurred on or after November 2003 (Tr. 102-103). Mr. Vidal stated that Ohio Edison received a contact from the new owners of the East John Street property in November 2003 requesting that service be placed in the name of the new owners which prompted Ohio Edison to cancel Mr. Locker's LRA for the East John Street property (Tr. 129).

C: Oaklawn Avenue

Mr. Vidal testified that he searched Ohio Edison's records regarding any contacts associated with the Oaklawn Avenue accounts. The witness stated that his research did not reveal any contacts regarding the Oaklawn Avenue property (Tr. 103).

Discussion:

Section 4905.26, Revised Code requires that the Commission set for hearing any complaint filed against a public utility where the complainant has set forth reasonable grounds that any service rendered by the utility may be in any respect unjust, unreasonable or in violation of law. Ohio Edison is an electric company as defined by Section 4903.05(A)(4), Revised Code. Ohio Edison is, as defined by Section 4905.03(A)(4), Revised Code, an electric light company, when engaged in the business of supplying electricity for light, heat, or power purposes to consumers within the state. Ohio Edison is also a public utility as defined by Section 4905.02, Revised Code, and therefore Ohio Edison is subject to the jurisdiction of this Commission.

In complaint cases the burden of proof rests with the complainant. *Grossman v. Pub. Util. Comm.*, (1966) 5 Ohio St.2d 189. Accordingly, in this case, Mr. Locker has the obligation to substantiate the allegations made in the complaint. In the complaint and at hearing, Mr. Locker alleges that Ohio Edison failed to timely disconnect electric service to his rental properties after notice of the sale or transfer of control of such properties. On brief Mr. Locker argues that Ohio Edison's failure to disconnect electric service at his rental properties in a timely fashion constitutes unconscionable actions and violates various provisions of the Ohio Consumer Sales Practices Act (OCSPA) at Section 1345.01, Revised Code, *et seq.*³; Section 1335.05, Revised Code; Rule 109:4-3-05(D) Ohio Administrative Code (O.A.C.), and various provisions of the Electric Service and Safety Standards in Chapter 4901:1-10, O.A.C.

The Commission notes that the OCSPA, at Section 1345.01, Revised Code, states in relevant part:

As used in sections 1345.01 to 1345.13 of the Revised Code:

"Consumer transaction" does not include transactions between persons, defined in sections 4905.03 and 5725.01 of the Revised Code, and their customers;...

The OCSPA specifically excludes from the definition of a consumer transaction such transactions between an electric light company, when engaged in the business of an electric light company, and its consumers. As both Mr. Locker and Ohio Edison have represented in the record, the dispute at issue is based on Ohio Edison's alleged failure to timely disconnect the electric service at various rental properties owned by Mr. Locker and the outstanding balances owed on electric service accounts. Thus, the transactions relate

³ On brief the complainant specifically asserts that Ohio Edison violated various sections of the Ohio Revised Code, namely, Section 1345.02, Revised Code; Section 1345.03(B)(3), (4), and (5); Section 1335.05; Section 1345.02, Revised Code;

to the business of Ohio Edison providing electric service. Therefore, the transactions at issue in this dispute are specifically excluded transactions for purposes of the OCSPA. The OCSPA is not applicable to this case.

Further, Mr. Locker contends that Ohio Edison has violated Section 1335.05, Revised Code, to the extent Ohio Edison is attempting to collect for fraudulent charges without a written agreement. The complainant also argues that Ohio Edison is in violation of Rule 109:4-3-05(D)(6), O.A.C.⁴ The Commission notes that Section 1335.05, Revised Code, requires that certain agreements, not to be completed within one year, be in writing. However, the Commission finds that Section 1335.05, Revised Code, is not applicable to the facts presented in this case. Further, the Commission recognizes that the rules in Chapter 109:4-3, O.A.C., according to Rule 109:4-3-01(A)(1), O.A.C., are adopted by the Attorney General pursuant to the authority granted in division (B) of Section 1345.05 and Chapter 119, Revised Code. Chapter 109:4-3, O.A.C., is intended to enhance and supplement Chapter 1345, Revised Code. As discussed above in relation to Section 1345.01, Revised Code, *et seq.*, consumer transactions by a public utility in the course of providing utility services are specifically exempted from the OCSPA. Thus, like the OCSPA, Rule 109:4-3-05(D)(6), O.A.C., is not applicable to this transaction. Thus, the Commission concludes that these statutory provisions are not applicable to the consumer transactions with a public utility as presented in this case.

Mr. Locker also argues that Ohio Edison failed to comply with various provisions of the Electric Service and Safety Standards (ESSS) set forth at Chapter 4901:1-10, O.A.C.⁵ As a result of these alleged violations of the Commission rules, Mr. Locker requests, among other things, that the Commission order Ohio Edison to make restitution and award damages to him in accordance with Rule 4901:1-10-30, O.A.C. However, before the Commission can reach the issue of whether Ohio Edison violated any of the ESSS for failure to disconnect Mr. Locker's electric service in a timely manner, we first must find that the customer notified Ohio Edison of his request for disconnection.

The issue in this proceeding is when Mr. Locker's responsibility for any charges that accrued as a result of the LRA should have terminated for each of the properties at issue. Mr. Locker does not dispute that he entered into a LRA to protect his rental

⁴ In the complainant's initial brief filed October 31, 2006 on unnumbered page 4, Mr. Locker actually argues that Ohio Edison is in violation of Section 1345.02, Revised Code, as expanded upon by Rule 109:4-3-05(6), O. A.C., . . . Specifically, in various forms, Ohio Edison "has violated sections A, B1, B2, B4, B5." Thus, it is not clear exactly to which rule Mr. Locker is referring. We presume that Mr. Locker is referring to Section 1345.02(A), (B)(1), (2), (4) and (5), Revised Code.

⁵ More specifically, the complainant argues that Ohio Edison violated Rule 4901:1-10-15, Reasons for denial or disconnection of nonresidential service; Rule 4901:1-10-21, Customer complaints and complaint-handling procedures; Rules 4901:1-10-16 and 4901:1-10-17, O.A.C., Notice of disconnection of nonresidential service and Payment schedule and disconnection procedures for nonpayment by nonresidential customers, respectively.

properties from property damage in the event a tenant's service was disconnected. The Commission will address Mr. Locker's request for the termination of electric service at each of the rental properties below.

A: Lagonda Avenue

According to Mr. Locker, the Lagonda Avenue property was sold in December 2002 (Tr. 12). No evidence was submitted substantiating the sale date of the Lagonda Avenue property. The complainant states that he called Ohio Edison and used the automated system to request the disconnection of service or left a message(s) requesting that the service be disconnected. Mr. Locker did not make a record of the date(s) which he called Ohio Edison or the content of his message to terminate service in his name or under LJ Properties for the Lagonda Avenue property. Mr. Locker was unable to provide any amount or dollar range which he believed Ohio Edison is improperly attempting to collect for the Lagonda Avenue property since the sale of the property.

According to Ohio Edison Exs. 2 and 3, Mr. Locker first contacted Ohio Edison on July 26, 2004 to inform the company that he had sold the property two years prior. Subsequently, Mr. Locker received a bill for Lagonda Avenue which was marked as Complainant Ex. 1. Complainant Ex. 1 is a bill for service September 26-October 26, 2004 in the name of LJ Properties. Complainant Ex. 1 reflects past due and current charges due of \$16.20 due by November 12, 2004. Ohio Edison Exhibit 1 which reflects the same account number as that shown on Ohio Edison Ex. 3, indicates that on July 31, 2004 the Lagonda Avenue account was submitted to collections for \$143.65.

The Commission finds that as to the Lagonda Avenue property, we must conclude that Ohio Edison was sufficiently informed of the need to terminate service in the name of James Locker and/ or LJ Properties on July 26, 2004. The only documented evidence in the record supports a finding that Ohio Edison was notified in July 2004 that the complainant had sold the Lagonda Avenue property. Ohio Edison has record of two calls to the company regarding Mr. Locker's ownership of the Lagonda Avenue property. Ohio Edison admits that the company made an error and did not disconnect service and cancel the LRA with the first contact. However, with a subsequent call from Mr. Locker, the Lagonda Avenue account was finalized and Mr. Locker's responsibility for the account terminated. Further, Ohio Edison Exhibit 1 reflects that the charges that accrued to Mr. Locker's account between July 26, 2004 and November 12, 2004 (Mr. Locker's first documented call to the company requesting the termination of service to the Lagonda Avenue property and the subsequent call which resulted in the termination of service) were adjusted.

Under these circumstances, the Commission concludes that Ohio Edison was informed of Mr. Locker's request to terminate service in his name to the Lagonda Avenue property with his first telephone call to Ohio Edison. We recognize that finalization of the

account in the name of James Locker and/or LJ Properties did not occur immediately thereafter but required a subsequent contact from Mr. Locker. Further, the Commission concludes that although it was necessary for Mr. Locker to make a second telephone call to Ohio Edison to have service disconnected and to terminate the LRA, that indeed Ohio Edison adequately addressed its delayed disconnection of the Lagonda Avenue property and terminated service and the LRA.

B: East John Street and Oaklawn Avenue properties

Mr. Locker testified that he sold the East John Street property on or about November 15, 2003. Mr. Locker also stated that he relinquished control of the Oaklawn Avenue property to a receiver as of February 5, 2005. Mr. Locker did not present any further evidence on the record to verify the date that either property sold or was transferred to a receiver. The complainant offered into evidence Complainant Exhibits 2 and 3, letters purportedly sent to Ohio Edison to request the termination of service and the LRA at each respective property. Ohio Edison has no record of receiving the letters requesting that service be disconnected in the name of Mr. Locker or LJ Properties and the LRA be terminated for the East John Street or Oaklawn Avenue properties. Other than the letters, Mr. Locker admits that he did not send any other communications to Ohio Edison or keep any record of his contacts with Ohio Edison regarding any of his rental properties, including East John and Oaklawn. Further, the complainant states his business records are in disarray and that he can not determine any amount or dollar range which he believes Ohio Edison is improperly attempting to collect for the East John Street and Oaklawn Avenue properties.

Based on the evidence of record, the complainant has failed to present sufficient evidence for the Commission to conclude that Ohio Edison was informed of Mr. Locker's request to disconnect the service in his name or that of LJ Properties and terminate the LRA at the East John Street and Oaklawn Avenue properties and failed to terminate the service to such properties in a timely manner. In light of the Commission's finding that insufficient evidence has been presented for the Commission to find that Ohio Edison failed to timely disconnect electric service, we need not address the complainant's claims based on Ohio Edison's alleged failure to timely disconnect service.

Further, the Commission finds that Mr. Locker's claims of the improper transfer of outstanding account balances between his various accounts has not been adequately substantiated on the record and is, therefore, denied.

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

- (1) The complaint was filed on December 1, 2005.

- (2) James R. Locker was the owner of rental properties located on 1212 Lagonda Avenue, 1110 through 1128 East John Street and 30-40 Oaklawn Avenue at issue in this complaint, as well as other rental properties, within Ohio Edison service territory.
- (3) Three conferences were conducted in an effort to settle this complaint.
- (4) A public hearing was held on September 12, 2006.
- (5) Ohio Edison is, as defined by Section 4905.03(A)(4), Revised Code, an electric light company, when engaged in the business of supplying electricity for light, heat, or power purposes to consumers within the state. Ohio Edison is also a public utility as defined by Section 4905.02, Revised Code, and therefore Ohio Edison is subject to the jurisdiction of this Commission.
- (6) Based upon the record in this proceeding, the complainant has failed to present sufficient evidence for the Commission to conclude that Ohio Edison failed to disconnect service and terminate the LRA for complainant's East John Street and Oaklawn Avenue properties in a timely manner. Further, complainant's Lagonda Avenue account was properly adjusted for the delay in disconnection from July 26, 2004 to November 12, 2004. Accordingly, Mr. Locker's complaint should be denied.
- (7) Based upon the record in this proceeding, the complainant has failed to present sufficient evidence to substantiate that Ohio Edison improperly or discriminately transferred outstanding account balances between his various accounts.

ORDER:

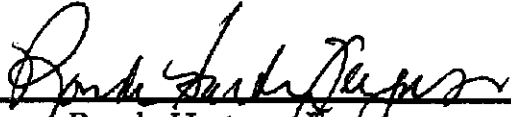
It is, therefore,

ORDERED, That this complaint be dismissed for the reasons set forth above. It is further,

ORDERED, That a copy of this Opinion and Order be served upon all parties of record.

THE PUBLIC UTILITIES COMMISSION OF OHIO

Alan R. Schiber, Chairman

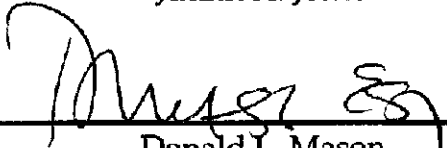


Ronda Hartman Fergus

Judith A. Jones



Valerie A. Lemmie



Donald L. Mason

GNS/vrm

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Renee J. Jenkins
Secretary