

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of TRE)	
Properties LLC)	Case No. 14-130-EL-CSS
)	
Complainant,)	
)	
v.)	
)	
Ohio Edison Company,)	
)	
Respondent.)	

ANSWER

In accordance with Ohio Admin. Code 4901-9-01(D), Respondent, Ohio Edison Company (“Ohio Edison” or “the Company”), for its Answer to the Complaint of TRE Properties LLC (“Complainant”), states:

FIRST DEFENSE

1. The Company denies the allegations set forth in Paragraph 1 for lack of knowledge as to their truth.

2. The Company admits that Complainant had an account with the Company for electric service to 9033 Sunnydale Ave. NE, Canton, Ohio (hereinafter “9033 Sunnydale”) from May 2006 to August 2006. The Company admits that that account was paid and closed. The Company denies that Complainant had an account with the Company for electric service at 9029 Sunnydale Ave. NE, Canton, Ohio (hereinafter “9029 Sunnydale”) from May 2006 to August 2006. The Company denies the remaining allegations set forth in paragraph 2 for lack of knowledge as to their truth.

3. The Company admits that Complainant had an account with the Company for electric service to 9029 Sunnydale from December 2007 to September 2008. The Company

admits that the account was paid and closed. The Company denies that Complainant had an account with the Company for electric service at 9029 Sunnydale and 9033 Sunnydale from August 2008 to September 2008. The Company denies the remaining allegations set forth in paragraph 3 for lack of knowledge as to their truth.

4. In response to Paragraph 4 of the Complaint, the Company: denies that in the late summer or fall of 2009 it requested that Complainant open an account in its name for electric service to 9029 Sunnydale and 9033 Sunnydale; denies that TRE declined to open such an account; and denies for lack of knowledge that a single tenant rented the two properties from the owner. Answering further, the Company states that it was advised in or around June 2009 by an individual that: she was the owner of both properties; she wanted service placed in her name at both addresses; shared metering existed; and a well pump that serviced both properties was wired into one of the meters. In good faith reliance upon this information, the Company provided electric service in that individual's name for both properties as required by Section 4901:1-18-08(H) of the Ohio Administrative Code.

5. In response to Paragraph 5 of the Complaint, the Company: denies for lack of knowledge when the tenant referenced in Paragraph 4 of the Complaint determined to move; denies that it requested Complainant to open an account for the electric service to the subject properties; and denies that Complainant declined to open an account, requesting that tenants be permitted to open accounts in their names. Answering further, the Company states that in or around September 2011, the same individual referenced in paragraph 4 contacted the Company and asked to have electric service at 9029 Sunnydale and 9033 Sunnydale taken out of her name. The Company advised the individual that it could not take service out of her name because she had reported that she was the owner and that shared metering existed. The individual then

advised the Company that she was not the owner, but rather was the property manager and a sub-lessor of one of the properties. The Company took electric service for both properties out of the individual's name on or about September 26, 2011. Using reasonable efforts, the Company then determined that Complainant was the property owner, landlord, and/or agent of the property owner for both properties, and the Company placed service in Complainant's name in accordance with Section 4901:1-18-08(H) of the Ohio Administrative Code.

6. The Company denies the allegations set forth in Paragraph 6 of the Complaint for lack of knowledge as to their truth.

7. In response to Paragraph 7 of the Complaint, the Company states that the documents attached to the Complaint as Exhibit A speak for themselves. Answering further, the Company states that in early 2013, it determined that electricity was being consumed at both properties, but that Complainant was inadvertently not being billed.

8. The allegations set forth in Paragraph 8 of the Complaint are not sufficiently specific as to any particular date or time as to permit the Company to admit or deny the allegations.

9. In response to Paragraph 9 of the Complaint, the Company admits that in March 2013, Complainant called the Company and asked that an order be placed to install an additional/separate meter for the well pump. Answering further, the Company states that Complainant had previously requested in or around October 2011 that a separate meter be installed for the well pump, but Complainant failed to notify the Company whether the meter installation had passed inspection, a step required before the installation could occur. Therefore, in June 2012, the Company had closed Complainant's prior order for an additional meter on the well pump. The Company denies the remaining allegations set forth in Paragraph 9.

10. In response to Paragraph 10 of the Complaint, the Company admits that the account identified as “9031 Sunnydale Ave NE Waterpump,” is account number 110 095 835 671. Responding further, the Company denies that the referenced account was opened in August 2013 and states that it was opened in September 2013, when Complainant advised the Company that the well pump had been rewired to a new meter. The Company denies the remaining allegations in Paragraph 10 for lack of knowledge as to their truth.

11. In response to Paragraph 11 of the Complaint, the Company: admits that the account for 9029 Sunnydale is account number 110 094 928 782; admits that the account for 9033 Sunnydale is 110 094 923 478; admits that as of September 30, 2013 the amount billed for electric service at both properties was \$11,906.83; denies that it “continued to send TRE electric bills for the electric consumption at these address;” denies that Exhibit B to the Complaint is an example of the Company’s electric bill; and states that the documents attached to the Complaint as Exhibits B and C speak for themselves. Answering further, the Company states that it has properly billed Complainant for service at 9029 Sunnydale from September 7, 2012 through September 8, 2013 in the amount of \$3,367.72 pursuant to the Company’s policies, R.C. §4933.28, and Section 4901:1-18-08(H) of the Ohio Administrative Code, due to shared metering that existed at the property through September 8, 2013. The Company states that it billed Complainant for service at 9033 Sunnydale from September 26, 2011 through October 23, 2013 in the amount of \$6,867.71 based upon its good faith belief that shared metering also existed at that property for the well pump. The Company later learned that 9033 Sunnydale was not subject to shared metering for the well pump but was advised that it had shared metering for an aerator, the Company removed the charge of \$6,867.71 as a courtesy and advised

Complainant of this. The Company denies any remaining allegations of Paragraph 11 not specifically admitted herein.

12. In response to Paragraph 12 of the Complaint, the Company admits that it transferred the amounts from the delinquent bills for services rendered at 9029 Sunnydale (account number 110 094 928 782) and 9033 Sunnydale (account number 110 094 923 478) to the service account for like service rendered at 3060 Erie Ave NW, Massillon, Ohio, pursuant to the Ohio Administrative Code and applicable Tariff(s). Responding further, the Company states that: the balance of \$3,032.00 from account 110 091 115 011 (3060 Erie Ave., NE, Massillon, Ohio, 44646) has been transferred back to account 110 094 928 782 (9029 Sunnydale Ave., NE, Canton, Ohio 44721); the Company has removed accrued late fees from account 110 091 115 011 (3060 Erie Ave., NE, Massillon, Ohio, 44646); and the documents attached to the Complaint as Exhibits D and E speak for themselves. The Company denies any remaining allegations of Paragraph 12 not specifically admitted herein.

13. In response to Paragraph 13 of the Complaint, the Company admits that on October 24, 2013, it spoke with the current tenant of 9033 Sunnydale who advised the Company that an aerator pump that services both properties was tied to the meter at 9033 Sunnydale; thus, shared metering existed at 9033 Sunnydale. The Company further admits that it advised Complainant of this. Answering further, the Company states that as a result of this shared metering at 9033 Sunnydale, the account was properly placed in Complainant's name and a balance of approximately \$1,483.13 is currently due and owing. The Company denies for lack of knowledge whether Complainant contracted with an electrician and/or the scope of work of any such contract. Responding further, the Company states that as of February 7, 2014, the aerator pump is metered and billed to the account identified as "9031 Sunnydale Ave NE Waterpump,"

(account number 110 095 835 671) in the name of TRE Properties and shared metering no longer exists at 9033 Sunnydale.

14. The Company admits the allegations set forth in Paragraph 14 of the Complaint.

15. In response to Paragraph 15 of the Complaint, the Company admits that the account “9031 Sunnydale Ave NE Waterpump,” (account number 110 095 835 671) was billed \$441.94 for the period September 7, 2013 through October 8, 2013, based upon an estimated meter reading and admits that Complainant remitted \$20.00. Answering further, the Company states that the document attached to the Complaint as Exhibit F speaks for itself and that this account has been rebilled and currently has a balance due of \$40.97. The Company denies any remaining allegations of Paragraph 15 not specifically admitted herein.

16. The Company admits the allegations set forth in Paragraph 16 of the Complaint and states that the document attached to the Complaint as Exhibit G speaks for itself.

17. In response to Paragraph 17 of the Complaint, the Company admits that it transferred the amount from the delinquent bill for services rendered at 9029 Sunnydale (account number 110 094 928 782) to the service account for like service rendered at 3060 Erie Ave NW, Massillon, Ohio, pursuant to the Ohio Administrative Code and applicable Tariff(s). Responding further, the Company: states that the document attached to the Complaint as Exhibit H speaks for itself; denies that the charge remains on the account for the 3060 Erie Ave. property; and states that the balance of \$3,032.00 from account 110 091 115 011 (3060 Erie Ave., NE, Massillon, Ohio, 44646) has been transferred back to account 110 094 928 782 (9029 Sunnydale Ave., NE, Canton, Ohio 44721) and is currently due and owing. The Company denies any remaining allegations of Paragraph 17 not specifically admitted herein.

18. In response to Paragraph 18 of the Complaint, the Company: denies for lack of knowledge what the present tenant at 9033 claims; denies that it refuses to open an account for the present tenant; and denies that it continues to threaten to terminate service. Answering further, the Company states that: beginning on October 24, 2013 (when the Company was advised of shared metering at 9033 Sunnydale) it placed the account for 9033 Sunnydale in the name of Complainant and not in the name of a tenant, in compliance with the Ohio Administrative Code; the account is delinquent, and as a result, the Company properly issued a disconnection notice; shared metering on the account ended on February 7, 2014 when the aerator pump was rewired to the account known as “9031 Sunnydale Ave NE Waterpump,” (account number 110 095 835 671); and now that shared metering no longer exists, the account for 9033 Sunnydale is currently in the name of the tenant. The Company further states that the document attached to the Complaint as Exhibit I speaks for itself. The Company denies any remaining allegations of Paragraph 18 not specifically admitted herein.

19. The Company denies the allegations set forth in Paragraph 19. Answering further, the Company states that:

- a. The Company provided electric service that was consumed at 9029 Sunnydale from September 26, 2011, through September 8, 2013, while shared metering existed, for which the Company has not been paid. The Company is entitled to receive payment in the amount of \$3,367.72 for the period September 7, 2012 through September 8, 2013, pursuant to Ohio Revised Code Title 49, the applicable rules, regulations, and orders of the Public Utilities Commission of Ohio, Tariff, PUCO No. 11, and the Company’s policies.
- b. From September 9, 2013 to October 28, 2013 a tenant had electric service at 9029 Sunnydale and paid for said service. Since then, the Company has continued to provide service that was consumed at 9029 Sunnydale from October 29, 2013, to the present for which the Company has not been paid. The Company is entitled to receive payment in the approximate amount of \$259.56 pursuant to Ohio Revised Code Title 49, the applicable

rules, regulations, and orders of the Public Utilities Commission of Ohio, Tariff, PUCO No. 11, and the Company's policies.

- c. The Company provided service that was consumed at 9033 Sunnydale from September 26, 2011, through October 23, 2013, for which the Company has not been paid, and, because the Company was mistaken in its belief that shared metering existed during this time, the Company has agreed not hold Complainant or any tenant(s) liable for electric charges during this time period, which totaled \$6,867.71.
- d. The Company provided service that was consumed at 9033 Sunnydale from October 24, 2013, through February 6, 2014, while shared metering existed for which the Company has not been paid. The Company is entitled to receive payment in the approximate amount of \$1,484.13 pursuant to Ohio Revised Code Title 49, the applicable rules, regulations, and orders of the Public Utilities Commission of Ohio, Tariff, PUCO No. 11, and the Company's policies.

20. The Company denies the allegations set forth in Paragraph 20 of the Complaint.

21. The Company denies that it has improperly refused to open an electric service account for the tenant at 9033 Sunnydale Ave NE, Canton, Ohio and denies any remaining allegations set forth in Paragraph 21.

22. To the extent that Paragraph 22 contains allegations directed at the Company, the Company denies the allegations.

23. To the extent that Paragraph 23 contains allegations directed at the Company, the Company denies the allegations.

24. To the extent that Paragraph 24 contains allegations directed at the Company, the Company denies the allegations.

25. To the extent that Paragraph 25 contains allegations directed at the Company, the Company denies the allegations.

26. The Company denies generally any allegations not specifically admitted or denied in this Answer, in accordance with O.A.C. 4901-9-01(D).

AFFIRMATIVE DEFENSES

SECOND DEFENSE

27. The Complaint fails to set forth reasonable grounds for complaint, as required by R.C. §4905.26.

THIRD DEFENSE

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

FOURTH DEFENSE

29. Ohio Edison at all times complied with Ohio Revised Code Title 49; the applicable rules, regulations, and orders of the Public Utilities Commission of Ohio; and Tariff, PUCO No. 11, on file with the Public Utilities Commission of Ohio. These statutes, rules, regulations, orders, and tariff provisions bar Complainant's claims.

FIFTH DEFENSE

30. At all times relevant to Complainant's claims, the Company used reasonable efforts to determine the status of the customer/consumer as either a property owner, landlord, the agent of a property owner, or a tenant pursuant to Section 4901:1-18-08(L)(1) of the Ohio Administrative Code.

SIXTH DEFENSE

31. At all times relevant to Complainant's claims, the Company properly transferred unpaid balances due and owing by Complainant for electric services to like kind accounts also in Complainant's name, as authorized by the Company's Tariff(s) on file with the PUCO and applicable rules and regulations promulgated by the PUCO.

SEVENTH DEFENSE

32. The Company is not responsible for wiring its customers' property and reasonably relies upon information provided by its customers, property managers, landlords, and/or property owners regarding the status of wiring for its meters and the status of shared metering.

EIGHTH DEFENSE

33. Ohio Edison reserves the right to raise other defenses as warranted by discovery in this matter.

WHEREFORE, Ohio Edison Company respectfully requests an Order dismissing the Complaint and granting Ohio Edison Company all other necessary and proper relief.

Respectfully submitted,

/s/Christine E. Watchorn

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On behalf of Ohio Edison Company

CERTIFICATE OF SERVICE

The PUCO's e-filing system will electronically serve notice of filing of this document on the party set forth below, and in addition, the undersigned hereby certifies that a copy of the foregoing *Ohio Edison Company's Answer* was served this 18th day of February, 2014 via regular U.S. Mail, postage pre-paid on:

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/s/ Christine E. Watchorn
On behalf of Ohio Edison Company

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Case No(s). 14-0130-EL-CSS

Summary: Answer electronically filed by Ms. Christine E. Watchorn on behalf of Ohio Edison Company