

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Board of Commissioners of Lucas County,)	
)	
Complainants,)	
)	
v.)	Case No. 15-0896-EL-CSS
)	
FirstEnergy Solutions Corp.,)	
)	
Respondents.)	

ANSWER OF FIRSTENERGY SOLUTIONS CORP.

In accordance with Rule 4901-9-01(D), O.A.C., Respondent FirstEnergy Solutions Corp. (FES), for its Answer to the Complaint, states:

FIRST DEFENSE

1. FES admits that Lucas is an Ohio county. FES denies the remaining allegations in paragraph 1 for lack of knowledge.
2. FES admits the allegations in paragraph 2.
3. FES avers that the Revised Code chapters cited in paragraph 3 speak for themselves. FES denies that the Commission has jurisdiction over this matter.
4. FES admits that Complainant executed the Contracts identified in Exhibit 1 and Exhibit 2 to the Complaint. FES denies the remaining allegations in paragraph 4 for lack of knowledge.
5. FES admits the allegations in paragraph 5.
6. FES admits sending a letter on or about March 14, 2014 Notice, FES denies the remaining allegations in paragraph 6.
7. FES avers that the contents of the March 2014 Notice speak for themselves. FES

denies the remaining allegations in paragraph 7.

8. FES avers that the contents of the Contracts speak for themselves, and otherwise denies the allegations contained in paragraph 8.

9. FES avers that the contents of the Contracts speak for themselves, and otherwise denies the allegations contained in paragraph 9.

10. FES avers that the contents of the Fixed Price Pricing Attachments speak for themselves, and otherwise denies the allegations contained in paragraph 10.

11. FES denies the allegations in paragraph 11.

12. FES avers that the contents of the Contracts speak for themselves. FES denies the remaining allegations in paragraph 12.

13. FES avers that the contents of the Contracts speak for themselves. FES denies the remaining allegations in paragraph 13.

14. FES admits that Lucas County has disputed the RTO Surcharge in writing. FES avers that Lucas County has paid most charges billed, but some remain outstanding.

15. FES denies the allegations in paragraph 15 for lack of knowledge.

16. FES admits that Complainant submitted comments in Case No. 14-568-EL-COI, the contents of which are public record and speak for themselves. FES denies the remaining allegations in paragraph 16 for lack of knowledge.

17. FES admits billing for an RTO Expense Surcharge. FES avers that the contents of the communications from counsel identified in Exhibit 2 speak for themselves, and otherwise denies the allegations contained in paragraph 17.

18. FES denies the allegations in paragraph 18 for lack of knowledge.

19. FES denies the allegations in paragraph 19 for lack of knowledge.

20. In response to paragraph 20 of the Complaint, FES incorporates its responses to paragraphs 1 through 19 of this Answer.

21. FES denies the allegations in paragraph 21.

22. FES denies the allegations in paragraph 22.

23. FES denies for lack of knowledge any actions of Lucas County to reduce electric usage. FES denies the remaining allegations in paragraph 23.

24. FES denies that “FirstEnergy” has a tariff; avers that all Ohio public utility tariffs are public records and speak for themselves; and otherwise denies the allegations in paragraph 24.

25. FES denies the allegations in paragraph 25.

26. FES admits waiving polar vortex charges for its residential customers. FES denies the remaining allegations in paragraph 26.

27. FES denies the allegations in paragraph 27.

28. FES denies the allegations in paragraph 28.

29. FES denies that Complainant is entitled to the relief sought in paragraphs 29 through 35 of the Complaint, or any other relief. FES denies any and all remaining allegations not expressly admitted in this Answer.

SECOND DEFENSE

30. Complainant has failed to allege reasonable grounds for complaint, as required by R.C. 4905.26.

THIRD DEFENSE

31. The Commission lacks subject matter jurisdiction over the claims alleged in the Complaint.

FOURTH DEFENSE

32. The Complaint is barred by the equitable doctrines of waiver, estoppel, ratification, unclean hands, accord and satisfaction, and laches.

FIFTH DEFENSE

33. Complainant's claims are barred by the terms of its contract with FES.

SIXTH DEFENSE

34. Complainant's claims are barred by the parole evidence rule.

WHEREFORE, FES respectfully requests that the Commission dismiss the Complaint and order such other and further relief as required or authorized by law.

Dated: May 29, 2015

Respectfully submitted,

/s/ Mark A. Whitt

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(All counsel are willing to accept service by email)

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CERTIFICATE OF SERVICE

On May 29, 2015, the foregoing document was filed on the Public Utilities Commission of Ohio's Docketing Information System. The PUCO's e-filing system will electronically serve notice of the filing of this document and the undersigned has served copies to the following parties:

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Case No(s). 15-0896-EL-CSS

Summary: Answer electronically filed by Ms. Rebekah J. Glover on behalf of FirstEnergy Solutions Corp.