

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

DON HABEGGER,)	
)	
Complainant,)	
)	Case No. 16-1208-EL-CSS
v.)	
)	
THE TOLEDO EDISON COMPANY,)	
)	
Respondent.)	
)	

ANSWER OF THE TOLEDO EDISON COMPANY

In accordance with Rule 4901-9-01(D), Ohio Administrative Code, Respondent The Toledo Edison Company (“Toledo Edison”) for its answer to the Complaint of Don Habegger (“Complainant”) states the following:

FIRST DEFENSE

1. Toledo Edison is a public utility, as defined by Section 4905.03(A)(4) of the Revised Code, and is duly organized and existing under the laws of the State of Ohio.
2. Complainant’s Complaint consists of one numbered page and one attached Exhibit. Toledo Edison will attempt to specifically answer each allegation. To the extent Toledo Edison does not respond to a specific allegation, Toledo Edison denies such allegation.
3. As to the allegations contained in the first unnumbered paragraph of page one, Toledo Edison admits that the amount of the unpaid bill is \$404.66. In addition, Toledo Edison states that because Toledo Edison’s records indicated that a landlord reversion agreement was in effect for the service address, service continued at the service address in question from October 6, 2015 onward. Finally, Toledo Edison admits that Complainant was billed for the unpaid

amount of \$404.66, representing the bills owed from service provided to the service address in question from October 6, 2015, through December 28, 2015.

4. As to the allegations contained in the second unnumbered paragraph of page one, Toledo Edison lacks sufficient information after reasonable investigation to either confirm or deny the size or ownership of the apartment complex. Additionally, Toledo Edison lacks sufficient information after reasonable investigation to either confirm or deny Complainant's policy regarding the reversion of service upon termination of a tenancy in the apartment complex. Finally, Toledo Edison lacks sufficient information after reasonable investigation to either confirm or deny Complainant's assertion that heat emanating from the surrounding units in the apartment complex is sufficient to avoid having pipes freeze.

5. As to the allegations contained in the third unnumbered paragraph of page one, Toledo Edison denies the allegations.

6. As to the allegations contained in the fourth unnumbered paragraph of page one, Toledo Edison lacks sufficient information after reasonable investigation to either confirm or deny the allegation.

7. As to the allegations contained in the sixth unnumbered paragraph of page one, Toledo Edison lacks sufficient knowledge after reasonable investigation to either confirm or deny the addresses associated with the apartment complex.

8. As to the allegations contained in the seventh unnumbered paragraph of page one, Toledo Edison denies that the letter sent by LJ Ross, attached as page 2 of the Complaint, has any negative effect on Complainant's credit rating. Complainant's credit would only be affected upon Toledo Edison's "write-off" of the unpaid bill. No such "write-off" has been effectuated

by Toledo Edison in this case and a lock has been placed on Complainant's account pending resolution of this matter.

9. As to the exhibit, Toledo Edison states that the documents speaks for itself and no further response is necessary.

10. Toledo Edison denies the remaining allegations in the Complaint.

AFFIRMATIVE DEFENSES

Toledo Edison further asserts the following affirmative defenses in response to Complainant's complaint:

SECOND DEFENSE

11. The Complainant fails to set forth reasonable grounds for complaint, as required by Section 4905.26 of the Revised Code.

THIRD DEFENSE

12. The Complainant fails to state a claim upon which relief can be granted.

FOURTH DEFENSE

13. Toledo Edison at all times complied with the requirements of Ohio Revised Code Title 49; the applicable rules, regulations, and orders of the Public Utilities Commission of Ohio; and Tariff, PUCO No. 8, on file with the Public Utilities Commission of Ohio. These statutes, rules, regulations, orders, and tariff provisions bar Complainant's claims.

FIFTH DEFENSE

14. Toledo Edison reserves the right to raise additional defenses as warranted by discovery in this matter.

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

Respectfully submitted,

/s/ Carrie M. Dunn

Carrie M. Dunn (#0076952)

Counsel of Record

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On behalf of The Toledo Edison
Company

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer of the Toledo Edison Company was served by U.S. mail to the following person on this 15th day of June, 2016:

Don Habegger
PO Box 325
Toledo, Ohio 43697

/s/ Carrie M. Dunn

Attorney for The Toledo Edison
Company

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in

Case No(s). 16-1208-EL-CSS

Summary: Answer Answer of The Toledo Edison Company electronically filed by Mr. Joshua R. Eckert on behalf of The Toledo Edison Company