

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Russell Enyart)	
)	
Complainant,)	
)	
v.)	Case No. 18-1734-EL-CSS
)	
Ohio Edison Company)	
)	
Respondent.)	

**COMPLAINT OF RUSSELL ENYART
AGAINST
OHIO EDISON COMPANY**

Ohio Edison Company (“Ohio Edison” or “Company”) failed to adequately provide service to 50 Newton Street, Norwalk, Ohio (“Property”) and as a result the property suffered significant damage. Russell Enyart, the property owner (“Complainant”) brings this Complaint before the Public Utilities Commission of Ohio (“Commission”) to recover the damages he has suffered as a result of the Company’s inadequate service and refusal to accept reasonable settlement offers.

Complainant alleges and avers as follows:

PARTIES

1. Complainant Russell Enyart owns property at 50 Newton Street, Norwalk, Ohio, which is served by Ohio Edison Company.
2. Ohio Edison Company is a public utility and an electric light company as those terms are defined by R.C. 4905.02 and R.C. 4905.03. It is subject to the jurisdiction of the Commission under R.C. Chapters 4905 and 4933. Ohio Edison Company is a

corporation organized under Ohio laws and is authorized to conduct business in the state of Ohio. Ohio Edison Company is a public utility in the business of distributing and selling electricity to Ohio residential customers.

JURISDICTION

3. The allegations set forth in paragraphs 1 and 2 of this Complaint are re-alleged and incorporated as if fully rewritten herein.
4. Under R.C. 4905.06, the Commission has general supervision over all public utilities within its jurisdiction. This allows the Commission to examine public utilities as to the manner in which their properties are leased, operated, managed, and conducted. The Commission may also examine the adequacy or accommodation afforded by their service, the safety and security of the public and their employees, and their compliance with all laws.
5. R.C. 4905.26 states, “[u]pon complaint in writing against any public utility by any person” the Commission is authorized to investigate whether “any * * * service * * * or charge, * * * service rendered, charged, demanded, exacted, or proposed to be rendered, charged, demanded, or exacted, is in any respect unjust, unreasonable, * * * or in violation of law, or that any regulation, measurement, or practice affecting or relating to any service furnished by the public utility, or in connection with such service, is, or will be, in any respect unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential, or that any service is, or will be, inadequate or cannot be obtained * * * .” Under R.C. 4905.26, the Commission is authorized to hold a hearing on the complaint and resolve any controversy that arises with respect to the utility’s service or practices.

6. R.C. 4905.22 provides that “[e]very public utility shall furnish necessary and adequate service and facilities, and every public utility shall furnish and provide with respect to its business such instrumentalities and facilities, as are adequate and in all respects just and reasonable. All charges made or demanded for any service rendered, or to be rendered, shall be just, reasonable, and not more than the charges allowed by law or by order of the public utilities commission, and no unjust or unreasonable charge shall be made or demanded for, or in connection with, any service, or in excess of that allowed by law or by order of the commission.”
7. R.C. 4928.16 grants the Commission jurisdiction under R.C. 4905.26 to determine whether an electric utility has violated or/or failed to comply with provisions of R.C. 4928.01 through 4928.15 or if an electric utility has violated and/or failed to comply with any rules that the Commission has adopted under R.C. 4928.01 through 4928.15. The Commission adopted its rules for an electric company’s minimum service levels in Ohio Admin. Code 4901:1-10-09 pursuant to its authority granted by R.C. 4928.06 and R.C. 4928.11. Therefore, the Commission has jurisdiction over this Complaint against Ohio Edison for any violations of 4901:1-10-09.
8. Under Ohio law, the Commission has exclusive jurisdiction over matter where its administrative expertise is required to resolve the issue in dispute and where the act complained of constitutes a practice normally undertaken by the utility.¹ The Commission has exclusive jurisdiction over this matter because its administrative expertise is required to determine whether Ohio Edison’s services and practices were

¹ *Corrigan v. Cleveland Elec. Illum. Co.*, 122 Ohio St.2d 265, 2009-Ohio-2524, 910 N.E.2d 1009, ¶21.

reasonable and in compliance with provision of the Revised Code. The Commission also has jurisdiction over enforcing its own rules and regulations.

9. The Supreme Court of Ohio has determined that complaints involving inadequate service of a public utility are within the exclusive jurisdiction of the Commission.²
10. The Supreme Court of Ohio sets out a two-part test for whether Commission jurisdiction is appropriate.³ This case meets both parts of the test.
11. First, the Commission's administrative expertise is necessary to resolve the case because the case presents issues relating to the inadequate service provided by Ohio Edison and its failure to comply with the minimum service levels established by the Commission's rules.
12. Second, this Complaint deals with failure to provide service which is a normal practice of the utility.

STATEMENT OF FACTS

13. The allegations set forth in paragraphs 1 through 12 of this Complaint are re-alleged and incorporated as if fully rewritten herein.
14. Ohio Edison provides electric service to the Property owned by Complainant.
15. Complainant purchased the property, which is a commercial property, on January 26, 2018.

² *State ex rel. Northern Ohio Tel. Co. v. Winter*, 23 Ohio St. 2d 6, 9, 260 N.E.2d 827 (1970).

³ *Allstate Ins. Co. v. Cleveland Elec. Illum. Co.*, 119 Ohio St.3d 301, 2008-Ohio-3917, 893 N.E.2d 824, ¶12-13 ("First, is PUCO's administrative expertise required to resolve the issue in dispute? Second, does the act complained of constitute a practice normally authorized by the utility?").

16. Complainant contacted the Company on January 26, 2018 and requested service to the property be established or moved into his name.
17. Upon information and belief, On January 26, 2018 electric service was being provided to the Property but on the previous owner's account.
18. Ohio Edison was required to establish or transfer service by the following business day, which was January 29, 2018.
19. Upon information and belief, Ohio Edison terminated the service provide to the Property pursuant to the prior owner's account but failed to transfer service to Complainant.
20. On or around January 31, 2018, Complainant was contacted by the City of Norwalk and the previous owner and informed of the damage caused by the burst pipe.
21. On January 31, 2018, Complainant hired a plumber to inspect the property and make any immediately necessary repairs.
22. On February 1, 2018, Complainant contacted Ohio Edison to ask why he still did not have electric service.
23. On February 1, 2018, electric service was restored.
24. Ohio Edison unblocked the meter and re-established service on February 1, 2018.
25. Ohio Edison failed to satisfy its duty under the Commission Rules.
26. As a result of Ohio Edison's failure to promptly transfer service, or reestablish service once it was terminated, the Property suffered severe damage from pipes freezing and bursting.
27. The damage that resulted from Ohio Edison's unlawful termination of service and subsequent failure to adhere to the minimum service rules established by the

Commission include but are not limited to the following: fire pump, fire pump motor, fire pump controller, jockey pump, jockey pump controller and associated piping and valves.

28. The total damage has yet to be determined due to the extensive damage that has already been caused which has precluded additional testing which may reveal additional damage.
29. On May 17, 2018, Complainant received his first estimate from a fire protection expert as to the cost to repair the damage caused by Ohio Edison's failure to achieve the minimum service levels. (Attached as Exhibit A.)
30. The estimate cost to repair the damage was \$66,881.62.
31. On or about May 24, 2018, Complainant provided Exhibit A to Ohio Edison and requested an agreement to reimburse them for any costs incurred in relation to the estimate.
32. On June 22, 2018, Ohio Edison responded to Complainant's request, denying responsibility for the majority of the damage and offering to pay \$5,000 to resolve the claim Complainant filed with Ohio Edison. (Attached as Exhibit B.)
33. On June 1, 2018 Complainant engaged counsel who began settlement discussions with Ohio Edison.
34. On October 22, 2018, Complainant received another estimate from a second fire protect expert who estimated the cost to fix the damage as a minimum of \$52,000 with additional damage still unknown until further repairs are made and testing done. (Attached as Exhibit C.)

35. Complainant, by and through counsel provided Exhibit C to Ohio Edison with a new settlement offer.
36. On November 6, 2018, Complainant's counsel was informed Ohio Edison would not accept his most recent settlement offer.
37. Because further settlement discussions appear fruitless, Complainant is forced to file this Complaint and seek redress from the Commission.

COUNT I

UNLAWFUL DISCONNECTION OF SERVICE

38. The allegations set forth in paragraphs 1 through 37 of this Complaint are re-alleged and incorporated as if fully rewritten herein.
39. Ohio Revised Code 4928.11 authorizes the Commission to establish minimum service levels for electric companies and require those companies to achieve them.
40. Ohio Administrative Code 4901:1-10-15 authorizes electric utilities to refuse or disconnect nonresidential service for **only** the following reasons:

- (A) When the customer violates or fails to comply with an applicable electric utility contract or tariff(s).
- (B) When electric utility service to a customer violates any law of this state or any political subdivision thereof, or any federal law or regulation.
- (C) When a consumer tampers with electric utility property or engages in a fraudulent practice to obtain service, as set forth in rule 4901:1-10-20 of the Administrative Code.

(D) For using electricity or equipment which adversely affects electric utility service to other customers, e.g., voltage fluctuations, power surges, and interruptions of service.

(E) When a safety hazard to consumers or their premises, the public, or to the electric utility's personnel or facilities exists.

(F) When the customer, landlord of the tenant/customer, or tenant leasing the landlord/customer's premises refuses access to electric utility facilities or equipment on the customer's property or property leased by the customer.

(G) For nonpayment of electric utility bills and any tariffed charges, including security deposits and amounts not in bona fide dispute. Where the customer has registered a complaint with the commission's call center or filed a formal complaint with the commission which reasonably asserts a bona fide dispute, the electric utility shall not disconnect service if the customer pays either the undisputed portion of the bill or the amount paid for the same billing period in the previous year.

(H) When the customer has moved from the service location and the property owner is otherwise subject to disconnect.

(I) For repairs, provided that the electric utility has notified customers prior to scheduled maintenance interruptions in excess of six hours.

(J) Upon the customer's request.

(K) When a former customer, whose account with that electric utility is in arrears for service furnished at the premises, consumes service at, or has requested service for, such premises.

(L) When an emergency may threaten the health or safety of a person, a surrounding area, or the operation of the electric utility's electrical system.

(M) For other good cause shown.

41. Despite none of the reasons listed in Ohio Admin. Code 4901:1-10-15 being present in the facts of this case, Ohio Edison, without cause and without notice, terminated service to the Property.

42. Service was terminated on January 29, 2018, even though Complainant requested service be moved into his name on January 26, 2018.

43. As a result of Ohio Edison's unlawful termination of service, Complainant's property suffered severe damage in excess of \$60,000.

44. Complainant respectfully requests that the Commission find Ohio Edison terminated their service in violation of Ohio Admin. Code 4901:1-10-15 and R.C. 4928.11.

COUNT II

FAILURE TO ACHIEVE MINIMUM SERVICE LEVELS

45. The allegations set forth in paragraphs 1 through 44 of this Complaint are re-alleged and incorporated as if fully rewritten herein.

46. Ohio Revised Code 4928.11 authorizes the Commission to establish minimum service levels for electric companies and require those companies to achieve them.

47. Ohio Administrative Code 4901:1-10-09(A)(1)(c) requires electric companies to provide service, when requested, within one business day if no construction is needed and the meter can be turned on remotely and all other necessary tariff and regulatory requirements are met.
48. Ohio Administrative Code 4901:1-10-09(A)(1)(a) requires electric companies to provide service, when requested, within three business days if no construction is needed, all other necessary tariff and regulatory requirements are met, but the meter cannot be turned on remotely.
49. Complainant's requested service on January 26, 2018.
50. January 29, 2018 was the first business day after Complainant's request for service.
51. Ohio Edison has admitted it was required to provide service on January 29, 2018.
52. Ohio Edison has admitted it did not provide service until February 1, 2018.
53. February 1, 2018 was four business days after Complainant's request for service on January 26, 2018.
54. Ohio Edison admitted it shut off service to the Property on January 29, 2018, on the prior owner's account.
55. The Property was without service between January 29, 2018 and February 1, 2018.
56. On January 31, 2018, as a result of lack of service, the Complainant was informed that pipes in the property froze and burst.
57. This occurred sometime between the loss of service on January 29, 2018, and when the Complainant was informed on January 31, 2018 and caused more than \$52,000 in estimated damages.

58. Ohio Edison failed to achieve the minimum service level established by the Commission, violated R.C. 4928.11, and, as a result, the Complainant has suffered significant harm.
59. Complainant respectfully requests that the Commission find that Ohio Edison failed to achieve the required minimum service level in respect to the service eventually provided to Complainant in violation of Ohio Admin. Code 4901:1-10-09 and R.C. 4928.11.

COUNT III

FAILURE TO PROVIDE NOTICE OF FAILURE TO ACHIEVE REQUIRED INSTALLATION DATE

60. The allegations set forth in paragraphs 1 through 59 of this Complaint are re-alleged and incorporated as if fully rewritten herein.
61. Ohio Revised Code 4928.11 authorizes the Commission to establish minimum service levels for electric companies and require those companies to achieve them.
62. Ohio Administrative Code 4901:1-10-09(A)(3) requires electric utilities who fail to comply with paragraph (A)(1)(a), (A)(1)(b), (A)(2)(a), or (A)(2)(b) of the Rule to “promptly notify the applicant or customer of the delay, the reasons for the delay, the steps being taken to complete the work, and the probable completion date.”
63. Ohio Administrative Code 4901:1-10-09(A)(3) also requires electric utilities “to make a reasonable attempt to provide such notification at least one business day prior to the end of the prescribed time interval. * * * If the rescheduled completion date is delayed more than two business days, written notification, including email, shall be given, stating the reason(s) for the delay, the steps being taken to complete the work and the new rescheduled completion date.

64. Finally, Ohio Admin, Code 4901:1-10-09(A)(3) treats each subsequent missed completion date shall as a missed service installation or upgrade pursuant to paragraph (A)(1) or (A)(2) of this rule.
65. Ohio Edison failed to provide any notices to Complainant that they had not transferred service or subsequent reestablished it after their unlawful disconnection.
66. Complainant was the ones who notified Ohio Edison of their failure to provide service three business days after service was required to be transferred.
67. Ohio Edison failed to provide any notice, written or otherwise, explaining this unreasonable delay.
68. Ohio Edison failed to provide notice of their unreasonable delay as required by Ohio Admin. Code. 4901:1-10-09(A)(3).
69. Complainant respectfully requests that the Commission find that Ohio Edison failed to provide notice of their failure to provide service in violation of Ohio Admin. Code 4901:1-10-9(A)(3) and R.C. 4928.11.

COUNT IV

INADEQUATE, UNJUST, AND UNREASONABLE SERVICE

70. The allegations set forth in paragraphs 1 through 69 of this Complaint are re-alleged and incorporated as if fully rewritten herein.
71. Revised Code 4905.22 requires public utilities to provide service that is adequate and in all respects just and reasonable.
72. The Revised Code does not define “inadequate service” however the Commission has held that it will consider several factors in making that determination including, the number, severity, and duration of service problems, whether the service could have

been corrected, and whether the service problems are likely caused by the utility's facilities.⁴

73. Ohio Edison's failure to achieve the minimum service level required lasted four business days, with each day being considered a separate occurrence⁵, and resulted in at least \$50,000-\$60,000 in estimated property damage as well as other costs.

74. This failure to achieve the minimum service level could have been avoided had the Company simply switched over the accounts instead of shutting service off to the prior owner on the same day they were required to establish service for the Complainant but failed to so.

75. This failure to achieve the minimum service level could also have been corrected at any time by simply remotely turning the service to the property back on.

76. This failure to achieve the minimum service level is entirely within the control of Ohio Edison as they blamed their failure on a "system error"⁶ that was remedied as soon as it was brought to their attention.

77. Revised Code 4905.22 also requires the service provided by public utilities to be in all respects just and reasonable.

78. Ohio Edison's continued refusal to appropriately and reasonably cover the costs associated with their own admitted failure is unjust and unreasonable.

⁴ *In the Matter of the Complaints of: Katherine Lycourt-Donovan, Seneca Builders LLC, and Ryan Roth et al., v. Columbia Gas of Ohio*, Pub. Util. Comm. Case Nos. 12-2877-GA-CSS, 13-124-GA-CSS, 13-667-GA-CSS, Opinion and Order at p. 10 (Jan. 14, 2015).

⁵ Ohio Admin. Code 4901:1-10-30.

⁶ Complaint Exhibit B, p. 2.

79. The Commission has previously stated it lacks the authority to award monetary damages to compensate Complainant for the damages he has suffered as a result of Ohio Edison's inadequate, unjust, and unreasonable service.⁷
80. If true, the only way Complainant can be made whole, in light of Ohio Edison's refusal to negotiate, is for the Commission to make a finding of inadequate service that the Complainant can take to a court of common pleas pursuant to R.C. 4905.61 and seek compensatory damages.⁸
81. Complainant respectfully requests that the Commission make a finding that Ohio Edison has provided inadequate, unjust, and unreasonable service so that Complainant may be provided the opportunity to be made whole for the damage he has suffered as a result of Ohio Edison's failures.
82. Alternatively, Complainant respectfully requests that the Commission invoke Ohio Admin. Code 4901:1-10-30(A)(3), find Ohio Edison in violation of Ohio Admin. Code 4901:1-10 and R.C. 4928.11, and order Ohio Edison to provide restitution or damages to Complainant for the harm he has suffered as a result of Ohio Edison's violations, in an amount no less than \$60,000 actual amount to be determined at the hearing.

REQUEST FOR RELIEF

WHEREFORE, for the reasons stated herein and to provide Complainant with an opportunity to be made whole for the loss he suffered as a result of Ohio Edison's

⁷ *In the Matter of the Complaints of Mr. and Mrs. Bennett, Sr. v. Utility Operators Corp.*, Pub. Util. Comm. Case No. 05-726-WS-CSS, Opinion and Order at p.3 (Nov. 20, 2007).

⁸ Id.

inadequate, unjust, and unreasonable service, Complainant respectfully requests that the Commission grant the following relief:

83. Find that the Complainant has stated reasonable grounds for this Complaint pursuant to R.C. 4905.26;
84. Find that Ohio Edison unlawfully disconnected service to the Complainants and therefore violated Ohio Admin Code 4901:1-10-15 and R.C. 4928.11;
85. Find that Ohio Edison failed to achieve the minimum level of service and therefore violated Ohio Admin. Code 4901:1-10-09 and R.C. 4928.11 by failing to establish service within the required timeframe;
86. Find that Ohio Edison failed to notify Complainant of Ohio Edison's failure to achieve the minimum level of service and therefore violated Ohio Admin. Code 4901:1-10-09 and R.C. 4928.11;
87. Find that Ohio Edison's unlawful disconnection of service, failure to reestablish service in a timely manner, failure to provide notice to Complainant of Ohio Edison's failure to reestablish service, failure to acknowledge the scope of that failure despite two independent fire protection experts providing estimates and opinions as to Ohio Edison's role, and failure to reasonably negotiate with Complainant is unjust and unreasonable in violation of R.C. 4905.22;
88. Find that Ohio Edison's unlawful disconnection, failure to reestablish service within the required timeframe, failure to notify Complainant of their lack of service, and continued failure to provide service until after Complainant notified them their failure constituted inadequate service in violation of R.C. 4905.22;

89. In the alternative to a Finding of an inadequate service, Order Ohio Edison to provide restitution or damages to Complainant for failure to comply with the rules and standards delineated in Ohio Admin. Code 4901:1-10 and for the harm that resulted to Complainant pursuant to Ohio Admin. Code 4901:1-10-30;
90. Assess forfeitures against Ohio Edison for failure to comply with Ohio Admin. Code 4901:1-10;
91. Order any other relief that the Commission deems appropriate, just, and reasonable.

Respectfully submitted,

/s/ Christopher J. Allwein
Christopher J. Allwein (0084914)
Robert Dove (0092019)
Kegler Brown Hill + Ritter Co., L.P.A.
65 E State St., Ste. 1800
Columbus, OH 43215-4295
Office: (614) 462-5400
Fax: (614) 464-2634
callwein@keglerbrown.com
rdove@keglerbrown.com
(Will accept service via email)

Counsel for Complainant



1524 Old Oak Harbor Road -- Fremont, OH 43420 -- Phone: (800)582-3989 -- Fax: (419)334-4734

Thursday, May 17 2018

Quote Number: 276860

Attention: JOHN RANDALL

Project: FIRE PUMP REPLACEMENT

We thank you for the opportunity to provide this proposal for the work at your site.

Quoted To:

50 NEWTON
3001 S OAK STREET
SANTA ANA, CA 92707
Phone: (714)353-3501

Site Location:

50 NEWTON
3001 S OAK STREET
SANTA ANA, CA 92707

Scope of work:

We will replace the fire pump, fire pump motor, fire pump controller, jockey pump, jockey pump controller and associated piping to the system in the pump room. This work is required due to the damage associated with the freeze and break of piping, jockey pump, valves and flooding of the electrical fire pump controller and motor. This quote includes the demo and removal of the existing system, required permits, design and testing. This quote excludes a backflow preventer, the current system does not have a backflow preventer and may be required by current city codes.

Quote Total: \$66,881.62

The following items are included in this quote:

- Delivery to Jobsite
- Permits
- Labor
- Normal Working Hours, 7:00 AM-4:00 PM, Mon-Fri
- Wiring of devices to new control panel
- Engineering
- Material
- Removal of Piping
- Demo of existing piping
- Fire Pump

The following items are excluded from this quote:

- Painting Sprinkler pipe, valves, etc
- Demo/Repairs of ceilings/wall
- Masonry work to access existing flanges
- Backflow Preventer
- Microbiologically Influenced Corrosion (MIC) Testing of Pipe

To authorize this work, please sign below and return it to my attention.

Customer Acceptance:

Date:

Special Instructions:

PO #

Quote number 276860 is valid for thirty (30) days. Please feel free to contact me if you have any questions.

Sincerely,

Scott Alafita
Cell:

EXHIBIT B



Michael B. Lindow, Esq.
Corporate Claims Manager
76 South Main St., 15th Floor
Akron, OH 44308

(330) 384-7963
Fax: (330) 777-6478

June 22, 2018

VIA ELECTRONIC MAIL

Russell Enyart
Russell.Enyart@gmail.com

Re: Claim No. OE095769
Loss Location: 50 Newton Street, Norwalk, OH
Date of Loss: 2/1/2018

Mr. Enyart:

Please accept this letter as Ohio Edison Company's ("Ohio Edison") response to your inquiry regarding the property loss that occurred approximately February 1, 2018. Ohio Edison was asked to investigate the loss at your property because electric service was apparently disconnected which caused a loss of heat in the pump room. The pump room is connected to the main brick structure at 50 Newton Street in Norwalk, Ohio ("Property"). Ohio Edison has concluded its investigation of the incident. All this to serve as a summary of those findings.

Investigation Background

You called Ohio Edison on February 1, 2018 at 1:03 p.m. to report that service had been blocked at the meter which caused pipes to freeze. Ohio Edison responded and ensured meters were unblocked. The previous owner of the Property terminated his electric service account effective January 26, 2018. This triggered a disconnection order which was completed. You called on January 26, 2018, to request service for the Property.

Ohio Edison Claims Associate Robin Shiplett established a claim file and spoke to Steve on February 1, 2018. A joint inspection was scheduled for February 7th but cancelled due to weather conditions. Robin and Steve met at the Property on February 14th. They identified a cracked valve in the pump room. Three months later, John Russell reported the scope of the loss was greater than previously understood. Ohio Edison received the repair estimate in late May and the claim was transferred to me for review. I examined the pump room with George Wharton of CED Technologies on June 20, 2018.

To determine the cause of the burst valve and whether Ohio Edison was at fault for the items identified in the repair estimate, the following information was considered:

- Photographs provided by Steve;
- Photographs taken by Robin Shiplett;
- Photographs taken by Michael Lindow;
- Photographs taken by George Wharton;
- Discussions with Steve, Scott Alafita, George Wharton, John Russell, and Russell Enyart;

EXHIBIT B

- S.A. Comunale Co. Inc. Quote Number 276860;
- Estimated Useful Life (EUL) data for fire pumps;
- Inspection records located in the pump house;
- Usage records for the Property;
- Ohio Edison's equipment record for pole 4019D25;
- Ohio Edison's mapping record for the Property;
- Customer account records for the Property;
- Ohio Edison call recordings;
- Weather records for January 26 – February 1 2018;
- Site investigations on February 14 and June 20 2018; and
- Huron County online property records.

Data

- Ohio Edison was the electric provider for the Property. Electric service was terminated at the previous customer's request on January 29, 2018. The new owner of the Property requested electric service on January 26, 2018. New service requests are not worked the same day.
- The pump room is a small building that is attached to the original brick structure. The pump room encloses the pump equipment including a large panel. The pump room is located on the southwest corner of the building. The pump room is in poor condition as evidenced by the deteriorating ceiling, rusted equipment and assorted debris.
- The pump room and most of the room's equipment appears to have been constructed in 1968. This date is stamped on the panel and one of the pipes. It is also the installation date of the nearest Ohio Edison pole (4019D25).
- Fire pump inspection and testing records were requested but the current Property owner does not have any. The only inspection and testing records reviewed were over 15 years old.
- The jockey pump was not connected to the system in 2018. The piping was disconnected well before 2018.
- The fire pump replacement quote includes replacement of the fire pump, fire pump motor, fire pump controller, jockey pump, jockey pump controller and associated piping in the pipe room.
- The only documented damage related to a freeze event was a cracked valve. There were no frozen or damaged pipes reported elsewhere at the Property.
- There are multiple heating appliances in the pump room. The weather was coldest during the first and third weeks of January.
- The panel and jockey pump controller did not exhibit any evidence of arcing, melting, flashing or water damage.

Discussion

Ohio Edison did not establish service and unblock the meter at the Property until February 1, 2018. The meter should have been unblocked on January 29, 2018. January 29th was the next business day following the service request. The delay was due to a system error. Once the error was reported to Ohio Edison on February 1st, the meter work was promptly completed.

Ohio Edison's Claims Department opened a file and reviewed the damages. During the initial inspection on February 14th, a cracked valve was identified. A photograph of the water leaking from the valve was obtained. The estimated cost for the repair was indicated to be approximately \$5,000. The Property was uninsured for this loss.

Three months after the initial inspection, the scope of the loss changed. The estimated cost of repair increased to \$66,881.62. Ohio Edison conducted a second inspection to determine whether the

EXHIBIT B

service outage caused the losses referenced in the fire pump replacement quote from S.A. Comunale Co., Inc. George Wharton, a Certified Fire Protection Specialist, attended the inspection on behalf of Ohio Edison. Ohio Edison also requested documentation to confirm that the equipment in the pump room was operational prior to the loss. The property transfer and absence of records makes it difficult to determine whether the pump equipment was properly maintained prior to February 1, 2018.

The condition of the room, the equipment and lack of corroborating evidence indicate that the outage-related freeze event did not damage the jockey pump, the jockey pump controller, associated piping or fire pump controller. The jockey pump is disconnected from the system and the condition of the piping indicates that it has been disconnected for years. The photographic evidence does not indicate flooding or water infiltration occurred in any other component in the room. There is no visual evidence of flashing, arcing or other catastrophic failure. The ceiling has been failing for many years and there are multiple rusted heating appliances in the room. Most of the equipment is original and 50 years old. The typical lifespan of the pump equipment is 20 years per FannieMae and LifeSafety Management.

Ohio Edison regrets any inconvenience caused by the service delay. Ohio Edison cannot agree to pay for repairs that are unrelated to the service outage or replace obsolete equipment. Ohio Edison remains willing to pay for the replacement of the cracked value and offers \$5,000 to resolve your claim. If you dispute Ohio Edison's findings, I would be willing to discuss at your convenience. Finally, please recall that Ohio Edison is not responsible for any indirect or consequential damages as the property owner must take reasonable steps to mitigate avoidable damage to his property.

VERY TRULY YOURS,



MICHAEL B. LINDOW
On behalf of Ohio Edison Company

cc: File
John Russell



October 22, 2018

Mr. Russell Enyart
6284 Horseshoe Bar Rd.
Loomis CA 95650

Fire Protection Inc.

1260 North Park Avenue
Warren, Ohio 44483
330-392-7200
800-829-2400

Re: Fire Protection and Sprinkler Installation
Old Norwalk Furniture building
50 Newton St.
Norwalk OH 44857

Dear Mr. Enyart:

I have been working in the fire sprinkler industry since 1969 as a sprinkler designer, shop foreman, field superintendent, and now, as an owner of North Coast Fire Protection since January 1, 1987. It is my opinion that the removal of electricity to the fire pump house has caused serious damage to the following items, which were visible prior to any repairs.

- 1.) Replaced (1) 8" flange OS & Y gate valve.
- 2.) Installed (1) 8" x 2" mechanical tee for suction line of jockey pump.
- 3.) Replaced 10'-0" x 1-1/2" suction piping to jockey pump.
- 4.) Replace jockey pump.
- 5.) Replaced 12'-0" x 1-1/4" discharge piping from jockey pump.
- 6.) Replaced (1) 1-1/2" brass ball valve on suction side of jockey pump.
- 7.) Replace (1) 1-1/4" brass ball valve on discharge side of jockey pump.
- 8.) Replaced (1) 1-1/4" brass check valve on discharge side of jockey pump.

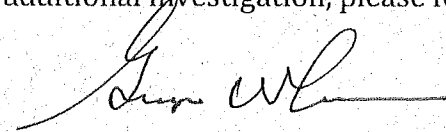
Now that we have water pressure back on to all related piping in the pump house, we are encountering additional repairs that will have to be addressed:

- 1.) Replace (1) 8" flanged check valve on the discharge side of the fire pump (will not seat and maintain constant pressure).
- 2.) The sensing lines from the fire pump and jockey pump to their respective control panels could be damaged as will.
- 3.) The mercoird switches could also be damage in each of the control panels.
- 4.) The most important issue is the fire pump. Until we can verify its efficiency (conducting an actual fire pump test), we are not able to see if any damage has been done internally to the fire pump due to freezing conditions.

EXHIBIT C

With everything that has been completed to date, your repair costs have reached \$18,210.00. While the total damage is yet to be determined, nearly all additional repairs needed to get the fire protection system operating properly, which are related to the removal of electricity and the heaters being shut down, you could easily exceed an additional \$34,000.00.

At this point, it is very difficult to estimate actual repair costs. If you require additional investigation, please feel free to contact us. Thank you.

A handwritten signature in dark ink, appearing to read "George W. Thompson", written in a cursive style.

Respectfully,

George W. Thompson
North Coast Fire Protection, Inc.

GWT/lap

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in

Case No(s). 18-1734-EL-CSS

Summary: Application In the matter of the complaint of Russell Enyart against Ohio Edison Company for Damages Incurred as a Result of Inadequate Service electronically filed by Mr. Christopher J. Allwein on behalf of Russell Enyart