BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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

FIRST AMENDED ANSWER OF OHIO EDISON COMPANY

In accordance with Rule 4901-9-01(D) of the Ohio Administrative Code, Respondent Ohio Edison Company ("Ohio Edison") for its answer to the Complaint states:

1. Ohio Edison admits the allegations in paragraph 1.

2. Ohio Edison admits the allegations in paragraph 2.

3. For its response to paragraph 3, Ohio Edison incorporates its responses to paragraphs 1 through 2.

4. Ohio Edison avers that Ohio Revised Code 4905.06 speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

5. Ohio Edison avers that Ohio Revised Code 4905.26 speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

6. Ohio Edison avers that Ohio Revised Code 4905.22 speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

7. Ohio Edison avers that Ohio Revised Code 4928.16 and Ohio Administrative Code 4901:1-10-09 speak for themselves, and therefore no response is required to Complainant's allegations pertaining to their requirements.

8. Paragraph 8 consists solely of legal conclusions, and therefore no response is required.

9. Paragraph 9 consists solely of legal conclusions, and therefore no response is required.

10. Paragraph 10 consists solely of legal conclusions, and therefore no response is required.

11. Paragraph 11 consists solely of legal conclusions, and therefore no response is required. To the extent a response is required, Ohio Edison denies the allegations in paragraph 11 to the extent they suggest that Ohio Edison provided inadequate service or failed to comply with the minimum service levels established by the rules of the Public Utilities Commission of Ohio (the "Commission").

12. Paragraph 12 consists solely of legal conclusions, and therefore no response is required. To the extent a response is required, Ohio Edison denies the allegations in paragraph 12 to the extent they suggest that Ohio Edison failed to provide service which is a normal practice of the utility.

13. For its response to paragraph 13, Ohio Edison incorporates its responses to paragraphs 1 through 12.

14. Ohio Edison admits the allegations in paragraph 14.

15. Ohio Edison is without sufficient knowledge or information to form a belief as to the truth of the allegations regarding when Complainant purchased property at 50 Newton Street,

Norwalk, Ohio (the "Property") and denies them on that basis. Ohio Edison admits that the Property is a commercial property.

16. Ohio Edison admits that Complainant contacted Ohio Edison on January 26, 2018 and requested service to the Property. To the extent not specifically admitted, Ohio Edison denies the allegations in this paragraph.

17. Ohio Edison admits the allegations in paragraph 17.

18. Paragraph 18 consists solely of legal conclusions, and therefore no response is required.

19. Ohio Edison admits that it terminated service provided to the Property under the prior owner's account. Ohio Edison denies that it "failed to transfer service to Complainant."

20. Ohio Edison is without sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 20 and therefore denies them on that basis.

21. Ohio Edison is without sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 21 and therefore denies them on that basis.

22. Ohio Edison admits that Complainant contacted Ohio Edison on February 1, 2018. Ohio Edison is without sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 22 concerning that Complainant specifically asked "why he still did not have electric service."

23. Ohio Edison denies that "electric service was restored" on February 1, 2018. Ohio Edison began providing electric service to the Property under Complainant's accounts on January 29, 2018 and service to the Property has continued since that time.

24. Ohio Edison denies the allegations in paragraph 24. Answering further, Ohio Edison began providing electric service to the Property under Complainant's accounts on January 29, 2018 and service to the Property has continued since that time.

25. Paragraph 25 consists solely of legal conclusions, and therefore no response is required. To the extent a response is required, Ohio Edison denies the allegations in paragraph 25.

26. Ohio Edison denies the allegations in paragraph 26.

27. Ohio Edison denies the allegations in paragraph 27.

28. Ohio Edison denies the allegations in paragraph 28.

29. Ohio Edison is without sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 29 that Complainant "received his first estimate from a fire protection expert" on May 17, 2018 and therefore denies them on that basis. Ohio Edison denies the remaining allegations in paragraph 29.

30. Ohio Edison is without sufficient knowledge or information to form a belief as to the truth of the allegation in paragraph 30 that "[t]he estimate [sic] cost to repair the damage was $66,881.62" because that allegation is vague and ambiguous. Ohio Edison denies the allegations in paragraph 30 to the extent they suggest that Ohio Edison caused damages to the Property of $66,881.62.

31. Ohio Edison admits the allegations in paragraph 31.

32. Ohio Edison admits that it provided Complainant with Exhibit B to the Complaint on or about June 22, 2018. Ohio Edison further avers that Exhibit B to the Complaint speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its contents. To the extent a response is required, Ohio Edison denies the allegations in paragraph

32 to the extent the allegations provide a characterization of Exhibit B to the Complaint that is inconsistent with Exhibit B's contents.

33. Ohio Edison is without sufficient knowledge or information to form a belief as to the truth of the allegation that Complainant engaged counsel on June 1, 2018 and therefore denies the allegation on that basis. Ohio Edison admits that it engaged in settlement discussions with Complainant's counsel.

34. Ohio Edison is without sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 34 that Complainant "received another estimate from a second fire protect [sic] expert" on October 22, 2018 and therefore denies them on that basis. Ohio Edison denies the remaining allegations in paragraph 34.

35. Ohio Edison admits the allegations of paragraph 35.

36. Ohio Edison admits the allegations of paragraph 36.

37. Paragraph 37 contains no factual allegations, and therefore no response is required. To the extent a response is required, Ohio Edison denies the allegations in paragraph 37.

ANSWER TO COUNT I

38. For its response to paragraph 38, Ohio Edison incorporates its responses to paragraphs 1 through 37.

39. Ohio Edison avers that Ohio Revised Code 4928.11 speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

40. Ohio Edison avers that Ohio Administrative Code 4901:1-10-15 speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

41. Ohio Edison makes no response to the legal conclusions in paragraph 41, because no response is required. Ohio Edison denies the remaining allegations in paragraph 41.

42. Ohio Edison denies the allegations in paragraph 42.

43. Ohio Edison denies the allegations in paragraph 43.

44. Paragraph 44 contains no factual allegations and consists only of Complainant's request for relief, and therefore no response is required. To the extent a response is required, Ohio Edison denies that Complainant is entitled to the relief requested.

ANSWER TO COUNT II

45. For its response to paragraph 45, Ohio Edison incorporates its responses to paragraphs 1 through 44.

46. Ohio Edison avers that Ohio Revised Code 4928.11 speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

47. Ohio Edison avers that Ohio Administrative Code 4901:1-10-09(A)(1)(c) speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

48. Ohio Edison avers that Ohio Administrative Code 4901:1-10-09(A)(1)(a) speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

49. Ohio Edison admits that Complainant requested service on January 26, 2018.

50. Ohio Edison admits the allegations in paragraph 50.

51. Ohio Edison makes no response to the legal conclusions in paragraph 51, because no response is required. Ohio Edison is without sufficient knowledge or information to form a belief as to the truth of the allegation in paragraph 51 that "Ohio Edison has admitted it was

required to provide service on January 29, 2018" because that allegation is vague and ambiguous.

52. Ohio Edison is without sufficient knowledge or information to form a belief as to the truth of the allegation in paragraph 52 that "Ohio Edison has admitted it did not provide service until February 1, 2018" because that allegation is vague and ambiguous, and on that basis, Ohio Edison denies the allegations of paragraph 52. Ohio Edison avers, however, that Ohio Edison began providing electric service to the Property under Complainant's accounts on January 29, 2018 and service to the Property has continued since that time.

53. Ohio Edison admits the allegations in paragraph 53.

54. Ohio Edison denies that it "admitted it shut off service to the Property on January 29, 2018, on the prior owner's account." Ohio Edison admits that it terminated service under the prior owner's accounts for the Property. But Ohio Edison denies that service to the property was "shut off" on January 29, 2018. Ohio Edison began providing electric service to the Property under Complainant's accounts on January 29, 2018 and service to the Property has continued since that time.

55. Ohio Edison denies the allegations in paragraph 55.

56. Ohio Edison is without sufficient knowledge or information to form a belief as to the truth of the allegations in paragraph 56 that "[o]n January 31, 2018, as a result of lack of service, Complainant was informed that pipes in the property froze and burst" and therefore denies them on that basis. Ohio Edison denies the allegations in paragraph 56 to the extent they allege that the Property was without service on January 31, 2018. Ohio Edison denies the allegations in paragraph 56 to the extent they suggest that Ohio Edison caused the damage to the Property alleged by Complainant.

57. Ohio Edison denies the allegations in paragraph 57.

58. Ohio Edison makes no response to the legal conclusions in paragraph 58, because no response is required. Ohio Edison denies the remaining allegations in paragraph 58.

59. Paragraph 59 contains no factual allegations and consists only of Complainant's request for relief, and therefore no response is required. To the extent a response is required, Ohio Edison denies that Complainant is entitled to the relief sought.

ANSWER TO COUNT III

60. For its response to paragraph 60, Ohio Edison incorporates its responses to paragraphs 1 through 59.

61. Ohio Edison avers that Ohio Revised Code 4928.11 speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

62. Ohio Edison avers that Ohio Administrative Code 4901:1-10-09(A)(3) speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

63. Ohio Edison avers that Ohio Administrative Code 4901:1-10-09(A)(3) speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

64. Ohio Edison avers that Ohio Administrative Code 4901:1-10-09(A)(3) speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

65. Ohio Edison makes no response to the legal conclusions in paragraph 65, because no response is required. Answering further, Ohio Edison denies that it "failed to provide any notices to Complainant that they had not transferred service or subsequent [sic] reestablished it"

and denies that there was an "unlawful disconnection." Ohio Edison began providing electric service to the Property under Complainant's accounts on January 29, 2018 and service to the Property has continued since that time.

66. Ohio Edison makes no response to the legal conclusions in paragraph 66, because no response is required. Answering further, Ohio Edison denies that it "fail[ed] to provide service three business days after service was required to be transferred" and therefore denies that Complainant notified Ohio Edison of the same.

67. Ohio Edison denies the allegations of paragraph 67.

68. Paragraph 68 consists solely of legal conclusions, and therefore no response is required. To the extent a response is required, Ohio Edison denies the allegations in paragraph 68.

69. Paragraph 69 contains no factual allegations and consists only of Complainant's request for relief, and therefore no response is required. To the extent a response is required, Ohio Edison denies that Complainant is entitled to the relief sought.

ANSWER TO COUNT IV

70. For its response to paragraph 70, Ohio Edison incorporates its responses to paragraphs 1 through 69.

71. Ohio Edison avers that Ohio Revised Code 4905.22 speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

72. Paragraph 72 consists solely of legal conclusions, and therefore no response is required.

73. Ohio Edison makes no response to the legal conclusions in paragraph 73, because no response is required. Ohio Edison denies the remaining allegations in paragraph 73.

74. Ohio Edison makes no response to the legal conclusions in paragraph 74, because no response is required. Ohio Edison denies the remaining allegations in paragraph 74.

75. Ohio Edison makes no response to the legal conclusions in paragraph 75, because no response is required. Ohio Edison denies the remaining allegations in paragraph 75.

76. Ohio Edison makes no response to the legal conclusions in paragraph 76, because no response is required. Ohio Edison denies the remaining allegations in paragraph 76.

77. Ohio Edison avers that Ohio Revised Code 4905.22 speaks for itself, and therefore no response is required to Complainant's allegations pertaining to its requirements.

78. Ohio Edison makes no response to the legal conclusions in paragraph 78, because no response is required. Ohio Edison denies the remaining allegations in paragraph 78.

79. Ohio Edison makes no response to the legal conclusions in paragraph 79, because no response is required. Ohio Edison denies the allegations in paragraph 79 to the extent they suggest that Ohio Edison caused the damage to the Property alleged by Complainant.

80. Ohio Edison makes no response to the legal conclusions in paragraph 80, because no response is required. Ohio Edison denies the allegations in paragraph 80 to the extent they suggest that Ohio Edison caused the damage to the Property alleged by Complainant.

81. Paragraph 81 contains no factual allegations and consists only of Complainant's request for relief, and therefore no response is required. To the extent a response is required, Ohio Edison denies that Complainant is entitled to the relief sought.

82. Paragraph 82 contains no factual allegations and consists only of Complainant's request for relief, and therefore no response is required. To the extent a response is required, Ohio Edison denies that Complainant is entitled to the relief sought.

No response is required to Complainant's "Request for Relief" or to paragraphs 83 through 91, which consist solely of Complainant's requests for relief. To the extent a response is required, Ohio Edison denies that Complainant is entitled to the relief sought or to any other relief.

Ohio Edison further states that, except as expressly admitted, each and every allegation in the Complaint is denied.

AFFIRMATIVE DEFENSES

1. The Complaint fails to set forth reasonable grounds for complaint, as required by Ohio Revised Code 4905.26.

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

3. Ohio Edison at all times complied with the Ohio Revised Code Title 49, and all applicable rules, regulations, tariffs, and orders of the Public Utilities Commission of Ohio. These statutes, rules, regulations, orders, and tariff provisions bar Complainant's claims.

4. The Commission lacks jurisdiction to award the remedies sought in the Complaint.

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

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

Dated: May 20, 2020

Respectfully submitted,

/s/ Ryan A. Doringo

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Attorneys for Respondent Ohio Edison Company

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing First Amended Answer of Ohio Edison Company was served upon the following this 20th day of May, 2020.

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Counsel for Complainant

/s/ Ryan A. Doringo
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Summary: Answer First Amended Answer of Ohio Edison Company electronically filed by Ryan A Doringo on behalf of Ohio Edison Company