

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

Betty Murray	)	
	)	
Complainant,	)	
	)	Case No. 21-0542-EL-CSS
v.	)	
	)	
The Cleveland Electric Illuminating	)	
Company	)	
	)	
Respondent.	)	

**ANSWER OF THE CLEVELAND ELECTRIC ILLUMINATING COMPANY**

The Cleveland Electric Illuminating Company (“CEI”) is a public utility company as defined by §4905.03(C) of the Ohio Revised Code and is duly organized and existing under the laws of the State of Ohio. The Complaint of Betty Murray (“Complainant”) consists of various assertions and allegations on several pages consisting of one cover page, one typed page with five unnumbered paragraphs, an informational letter to Complainant from the Public Utilities Commission of Ohio (“PUCO”), three handwritten pages that appear to be reiterations of the above-referenced, five-paragraph typed page, one handwritten note, and seven pages of photographs. To the extent CEI does not respond to a specific allegation, CEI denies any such allegation.

Therefore, in accordance with Rule 4901-9-01(D) of the Ohio Administrative Code, CEI, for its Answer to the Complaint states:

1. In response to the cover page of the Complaint, CEI admits that Complainant is its customer and that she receives electric service at the service address and pursuant to the account number shown on the cover page. To the extent any further allegations are

intended on the cover page, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegation(s) and therefore denies them.

2. In response to the first full paragraph on the second unnumbered, typed page of the Complaint, CEI admits that a door hanger with a form was placed on Complainant's door in October of 2020. Answering further, CEI admits that the form required Complainant's signature, but CEI denies that the form requested permission for "tree trimming." Answering further, CEI states that the form requested permission for PennLine to remove trees under power lines, apply herbicides, and use a chip brush disposal method. CEI admits that Complainant signed the form, granting permission. In response to the remaining statements included in the first paragraph, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations as to Complainant's thoughts, whereabouts, or future plans and therefore denies them.
3. In response to the second full paragraph on the second unnumbered, typed page of the Complaint, CEI admits that PennLine completed work on Complainant's property in November of 2020, per the signed agreement. In response to the allegation that a red flag was placed in Complainant's yard "indicating tree trimming was taking place," CEI denies. Answering further, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations as to what Complainant thought or said during conversations with the PennLine crew and therefore denies them. CEI is without knowledge or information sufficient to form a belief as to the remaining allegations in the second paragraph and therefore denies them.
4. In response to the third full paragraph on the second unnumbered, typed page of the Complaint, CEI admits that multiple trees were cut down on Complainant's property,

per the signed agreement. In response to the remaining sentences in the third paragraph, CEI is without knowledge or information sufficient to form a belief as to Complainant's thoughts and actions, what Complainant said, any "looks" allegedly given, or the history of the trees or plants in Complainant's yard and therefore denies.

5. In response to the fourth full paragraph on the second unnumbered, typed page of the Complaint, CEI admits that some debris was left in Complainant's yard, but was cut to manageable lengths, per the signed agreement. Answering further, CEI admits that several stumps were left along the fence-line due to their contact with and/or growth into the fence. Answering further, CEI states that PennLine could not safely remove the remaining stumps because of the growth into the fence. CEI is without knowledge or information sufficient to form a belief as to the remaining allegations in the fourth paragraph and therefore denies them.
6. In response to the fifth full paragraph on the second unnumbered, typed page of the Complaint, CEI denies that on November 13, 2020, a "supervisor rang [Complainant's] doorbell" and then was "backing out of [Complainant's] driveway heading up the street" by the time Complainant answered the door. Answering further, CEI states that on November 12, 2020, a CEI forester visited and inspected the property. Answering further, CEI states that the forester called and spoke with Complainant on November 13, 2020 and explained that Complainant signed an agreement with PennLine, giving them permission to remove several trees, chip brush, and leave wood in manageable lengths. CEI denies that the forester advised Complainant to "file a complaint with the Illuminating Co." Regarding the remaining allegations of the contents of discussion between CEI and Complainant, CEI denies. CEI is without knowledge or information

sufficient to form a belief as to the remaining allegations within the fifth paragraph and therefore denies.

7. In response to the third unnumbered page of the Complaint, which consists of a standard typed response letter sent to Complainant by the PUCO regarding instructions for filing a formal complaint, CEI states that the letter speaks for itself and does not contain any allegations and thus no response is necessary. To the extent a response may be deemed necessary, or any further allegations are intended, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegation(s) and therefore denies them.
8. In response to the three unnumbered handwritten pages of the Complaint, which appear to be a handwritten copy of the second unnumbered, typed page of the Complaint, CEI states that the response remains the same as expressed above, and CEI incorporates by reference its responses herein. To the extent that additional allegations are intended in the handwritten copy, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegation(s) and therefore denies them.
9. In response to the seventh unnumbered page of the Complaint consisting of a handwritten note addressed to “Betty” from “Marilyn Hilliard,” CEI is without knowledge or information sufficient to form a belief as to the truth of the assertions and/or intended allegations regarding who Complainant’s neighbors are, or what, if anything, was “left [on Ms. Hilliard’s]lawn” and therefore denies. In regards to what vaguely appears to be the word “witness” handwritten on the top of the page, CEI also is without knowledge or information sufficient to form a belief as to the truth of the allegations as to what Complainant plans to use this letter for and, therefore denies.

Answering further, CEI states that the page is not relevant and/or contains no allegations and therefore no response is required. To the extent that any further allegations are intended, or a response may be deemed necessary, CEI denies such allegations contained within the page.

10. In response to the remaining six unnumbered pages of the Complaint consisting of photograph attachments, CEI states that the attachments speak for themselves, but, answering further, CEI denies any allegations purportedly contained therein.

#### **FIRST DEFENSE**

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

#### **SECOND DEFENSE**

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

#### **THIRD DEFENSE**

3. The Commission lacks subject matter jurisdiction over some or all of Complainant's claims.

#### **FOURTH DEFENSE**

4. The Commission lacks jurisdiction to award the relief Complainant seeks.

#### **FIFTH DEFENSE**

5. The Commission lacks jurisdiction over improperly named Respondent "PineLine Tree Service."

#### **SIXTH DEFENSE**

6. At all times, CEI complied with the Ohio Revised Code Title 49; the applicable rules, regulations, and orders of the PUCO, and its Tariff, PUCO No. 13, on file

with the PUCO. These statutes, rules, regulations, orders and tariff provisions bar Complainant's claims.

**SEVENTH DEFENSE**

7. CEI reserves the right to raise other defenses as warranted by discovery in this matter.

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

Respectfully submitted,

/s/ Kristen M. Fling  
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*Attorney for The Cleveland Electric  
Illuminating Company*

**CERTIFICATE OF SERVICE**

On May 24, 2021, 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 on all parties of record in this proceeding. A service copy has been sent by U.S. Mail on this 24th day of May 2021 to the Complainant at the following address:

Betty J. Murray  
2020 Halsey Road  
South Euclid, Ohio 44118

/s/ Kristen M. Fling  
Kristen M. Fling  
*Attorney for The Cleveland Electric  
Illuminating Company*

**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**5/24/2021 9:21:53 AM**

**in**

**Case No(s). 21-0542-EL-CSS**

Summary: Answer Answer of the Cleveland Electric Illuminating Company electronically filed by Ms. Kristen M Fling on behalf of The Cleveland Electric Illuminating Company