

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

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|---------------------------------|---|-------------------------|
| DEBRECZENI & PETRASH CPAS INC., |) | |
| |) | |
| Complainant, |) | |
| |) | |
| vs. |) | CASE NO. 21-0928-EL-CSS |
| |) | |
| THE CLEVELAND ELECTRIC |) | |
| ILLUMINATING COMPANY, |) | |
| |) | |
| Respondent. |) | |

ANSWER OF THE CLEVELAND ELECTRIC ILLUMINATING COMPANY

Respondent The Cleveland Electric Illuminating Company (“CEI”) is a public utility company as defined by Section 4905.03(C) of the Ohio Revised Code and is duly organized and existing under the laws of the State of Ohio. In accordance with Rule 4901-9-01(D) of the Ohio Administrative Code, CEI for its answer to the Complaint of Debreczeni & Petrash CPAs Inc. (“Complainant”) states as follows:

1. Regarding Complainant’s allegation that it “leases an office that has four electric meters,” CEI admits that it has four accounts associated with Complainant’s name. CEI lacks knowledge regarding the ownership status of the premises, and therefore denies the same.
2. Regarding Complainant’s allegation that “[t]he landlord originally designed the 1867 [foot] space for four tenants,” CEI lacks knowledge regarding this allegation, and therefore denies the same.
3. Regarding Complainant’s allegation that the office space “was redesigned for the Customer to use as an accounting office,” CEI lacks knowledge regarding this allegation, and therefore denies the same.

4. Regarding Complainant's allegation that it is a customer of CEI with offices in North Royalton, Ohio, CEI admits the same.

5. Regarding Complainant's allegation that CEI charges for actual consumption based on meter readings, CEI admits the same.

6. Regarding Complainant's allegation that it charges a "Customer Charge," a "Distribution Related Component," and "Cost Recovery Charges" for each of the four meters associated with the Complainant, CEI admits the same.

7. Regarding Complainant's allegation that CEI bills separately for each meter including the Customer Charge, Distribution Related Component, and Cost Recovery Charges on each bill, CEI admits the same.

8. Regarding Complainant's allegation that it should only be charged once per customer, CEI denies the same. By way of further answer, CEI admits that its Tariff requires that **"Meter Readings Not To Be Combined:** Even if used by the same person, firm or corporation, electricity delivered and metered separately ... will not be combined for bill calculation purposes, except [under conditions not applicable here]." P.U.C.O. No. 13, Sheet 4, 1st Revised Page 5 of 21.

9. Regarding Complainant's allegation that the Customer Charge, Distribution Related Component, and Cost Recovery Charges average \$376 per month, or \$94 per meter, CEI lacks knowledge regarding this allegation, and therefore denies the same.

10. Regarding Complainant's allegations concerning Columbia Gas of Ohio, CEI lacks knowledge regarding these allegations, and therefore denies the same. By way of further answer, CEI notes that Columbia Gas's public tariff allows, unlike CEI's tariff, the combination of multiple meters on one billing. *See* P.U.C.O No. 2, Third Revised Sheet No. 5.

11. Regarding Complainant's statements of the law, such statements do not require a response. The law speaks for itself.

12. Regarding Complainant's allegation that CEI's billing practices are unfair, unreasonable, and unjust, CEI denies the same.

13. Regarding Complainant's allegation that it "did not knowingly make an initial affirmative order for these," CEI is without knowledge regarding what "these" is referring to, and therefore denies the same. By way of further answer, CEI admits that Complainant registered for services for four separate meters and Complainant has alleged that it both received and paid for such services for nearly 22 years without complaint.

14. Regarding Complainant's allegation that CEI did not notify Complainant that CEI would charge per meter, CEI denies the same.

15. Regarding Complainant's allegation that CEI's actions violate provisions of the Ohio Administrative Code, CEI denies the same.

16. Regarding Complainant's allegation that CEI overcharged it from August 1, 1999 until present, CEI denies the same.

17. Regarding Complainant's allegation that CEI over charged it by \$35,630.16, CEI denies the same.

18. Regarding Complainant's request for relief, CEI denies that Complainant is entitled to the relief requested, or any relief whatsoever.

19. Regarding the attachment of bills from CEI for August 2021, CEI admits that these bills appear to be incomplete excerpts of bills sent to Complainant by CEI with handwritten alterations not provided by CEI. Accordingly, CEI denies the authenticity of the bills.

20. Regarding the remaining exhibits, CEI lacks knowledge regarding the veracity and authenticity of these exhibits, and therefore denies the same.

To the extent CEI does not respond to a specific allegation, CEI denies any such allegation. CEI reserves the right to supplement or amend this Answer.

AFFIRMATIVE DEFENSES

- 1. The Complaint fails to set forth reasonable grounds for its Complaint, as required by Section 4905.26, Revised Code.**
- 2. The Complaint fails to state a claim upon which relief may be granted.**
- 3. CEI at all times complied with the Ohio Revised Code Title 49; the applicable rules, regulations, and orders of the Public Utilities Commission of Ohio; and its Tariff, PUCO No. 13, on file with the PUCO. These statutes, rules, regulations, orders, and tariff provisions bar Complainant's claims.**
- 4. Some, or all, of Complainant's claims are barred by the statute of limitations.**
- 5. Some, or all, of Complainant's claims are barred by the equitable principles of estoppel, waiver, and laches.**
- 6. Some, or all, of Complaint's claims are barred by consent.**
- 7. The relief sought in the Complaint would violate CEI's Commission-approved tariff.**
- 8. 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 relief deemed necessary and proper.

Respectfully submitted,

/s/ Christopher A. Rogers

Christopher A. Rogers (Practice Pending
Admission No. 100781)

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CERTIFICATE OF SERVICE

On September 29, 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 29th day of September, 2021 to the Complainant at the following address:

Debreczeni & Petrash CPAs Inc.
6785 Wallings Road
North Royalton, OH 44133

/s/ Christopher A. Rogers
*Attorney for The Cleveland Illuminating
Company*

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

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in

Case No(s). 21-0928-EL-CSS

Summary: Answer ANSWER OF THE CLEVELAND ELECTRIC ILLUMINATING COMPANY
electronically filed by Mr. Christopher Rogers on behalf of THE CLEVELAND ELECTRIC
ILLUMINATING COMPANY