



THE OHIO STATE UNIVERSITY

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Lucas County

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March 28, 2022

FILE

Public Utilities Commission of Ohio
ATTN: Docketing
180 East Broad Street
Columbus, Ohio 43215

RE: The Consumers' Protection via PUCO (#22-0145-GA-CSS)

To Whom It May Concern:

As an Ohioan for life, I am disappointed in PUCO and the cover ups per utility companies. Utility companies have their shareholders, politicians, governing body, etc. against the monthly bill paying consumers. So then, the question becomes, where does PUCO line up within this structure?

My recent phone mediation (case #: 22-0145-GA-CSS) was a nightmare and insult. And please respect the submitted documents of evidence that I provided to you for clarity and understanding with my case. I cannot allow Columbia Gas of Ohio to administer [bullying] tactics against me in order to destroy my life. I expect better from PUCO in assisting consumers against utility companies and their controllers, unless PUCO is in association.

For now, I shall leave it there and if you are not sure of my complaint ... then let me see how [you] would feel if a utility company bill you this 3-fold amount over your normal monthly charges during the final month of moving from [your] said property. ***In addition to my complaint, I had the thermostat set between 68 to 71 degrees during the billing months in question. ...and just to add more evidence: I turned off the heat at 514 North Street when I moved December 31, 2021; no heat on (=) equal no HIGH gas bill.*** Remember, the customer is always right...

Ethically yours,

Mr. Kelsey Johnson
514 North Street
Toledo, Ohio 43620
Phone: 419-350-2408
Email: Keljoh7@outlook.com

2022 MAR 30 PM 12:11
PUCO

c/o M. Beth Trombold
Lawrence K. Friedeman
Dennis P. Deters
Daniel R. Conway
Mike DeWine
Jenifer French

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Public Utilities Commission

Mike DeWine, Governor
Jenifer French, Chair

Commissioners

M. Beth Trombold
Lawrence K. Friedeman
Dennis P. Deters
Daniel R. Conway

February 25, 2022

Kelsey Johnson
514 North Street
Toledo, OH 43620

RE: Case No. 22-0145-GA-CSS

Dear Kelsey Johnson:

This letter will confirm that the Public Utilities Commission of Ohio has received your formal complaint against Columbia Gas of Ohio. Your formal complaint has been assigned the above case number. We have sent a copy of your complaint to the utility company. The utility company has been given 20 days to file its answer in response to your complaint and will send a copy of that answer to you as well.

The Commission will issue an entry that explains the next step in your case. A copy of the entry will be sent to you.

Enclosed is a brochure to assist you in understanding the process associated with formal Complaints filed with the Public Utilities Commission of Ohio.

Sincerely,

Tanbwa Troupe, Secretary
Debbie Ryan, Acting Secretary
Donielle M. Hunter, Acting Secretary
Susan Patterson, Acting Secretary

DH/dlh

Editorial: Some answers at last

3/25/2022

THE BLADE EDITORIAL BOARD

A federal judge finally got some answers. The answers raised even more questions about FirstEnergy's sweet deal with the Feds and the ugly innards of that company. They need to be out of business. And legislators who took money from them need to be out of office.

It's another slap at Ohio consumers that the penalties to FirstEnergy amount to a paltry pittance. The corrupt system feeds this kind of thing. FirstEnergy gets to avoid criminal prosecution via a plea deal? Ridiculous. The ridiculous element is more now that we know more about what happened.

Read more Blade editorials

Here's what the judge found out from his persistent demands for information. The Associated Press reports that former FirstEnergy CEO Chuck Jones and senior vice president Michael Dowling were responsible for the company's role in making payments to public officials as part of the now infamous \$60 million bribery plan. Ironically, they were fired for violating company policies.

Mr. Jones and Mr. Dowling dispute that and deny any wrongdoing. They're right; in a sense, FirstEnergy had no serious policies they wouldn't violate for profit or to protect their nuclear plants.

None of these executives have been charged. The company did pay a \$230 million penalty as part of a deferred prosecution agreement. What a peachy deal. Not such a peachy deal for the victims, mainly consumers. On that the fault lies with the federal prosecutors.

Federal Judge John Adams sought answers to his questions for some time in a shareholder lawsuit involving FirstEnergy. He finally got them after some struggles to get the point through to FirstEnergy attorneys.

The answers have gotten Ohioans a bit closer to the truth of the scandal. Legislators, of course, have no interest in pursuing this matter. It might reflect badly on them. So the much-criticized judiciary must pursue the matter.

We know a bit more about who knew what and did what and when. Not enough, though. Those are the questions for which Ohioans need answers.

The answers will eventually come, perhaps in the criminal trials of the accused in the bribery scandal. It's unfortunate the legislature has not held serious investigative public hearings on this scandal. It's all too easy to figure out the reason behind that inaction.

Filed Toledo Municipal Court 3/1/2022 9:16:22 AM. Vallie Bowman-English. Clerk of Court

CVH-21-16294



**IN THE TOLEDO MUNICIPAL COURT
LUCAS COUNTY, OHIO**

Lynette Taylor
Beacon Place Tenant Council

Plaintiffs,

v.

Beacon Place USA, LLC, et al.

Defendants
and Third-Party Plaintiffs

v.

City of Toledo
c/o Law Department
One Government Center
640 Jackson Street
Toledo, Ohio 43604

Third-Party Defendant.

Case No. CVH-21-16294

**THIRD-PARTY COMPLAINT AND
REQUEST FOR CERTIFIED
MAIL SERVICE OF SUMMONS UPON
THIRD-PARTY DEFENDANT**

**DEFENDANTS, BEACON PLACE, USA, LLC ET AL'S THIRD-PARTY COMPLAINT
AGAINST DEFENDANT, CITY OF TOLEDO**

Now comes Defendant and Third-Party Plaintiffs, Beacon Place USA, LLC, et al. (hereinafter "Plaintiff" or "Third-Party Plaintiff") and hereby submits the following Third-Party Complaint against the Defendant, City of Toledo (hereinafter "Defendant").

PARTIES AND JURISDICTION

1. Plaintiffs operate the Beacon Place Apartment community, located at 426 Beacon Street Toledo, Ohio 43620, located within Lucas County, Ohio.
2. Defendant is an Ohio municipal corporation located within Lucas County, Ohio.
3. Plaintiffs transact and conduct business within Lucas County, Ohio.
4. This Court has subject jurisdiction over this matter pursuant to R.C. 1901.18.
5. Jurisdiction and venue are proper in Lucas County, Ohio.

STATEMENT OF FACTS

6. Third-Party Plaintiffs hereby incorporate paragraphs one (1) through five (5) as if fully re-written herein.
7. On August 17, 2021, Defendant passed an ordinance, Toledo Municipal Code 933.06, entitled "Resale of Water" (hereinafter referred to as the "Ordinance" and attached hereto as Exhibit A).
8. Third-Party Plaintiffs executed a lease agreement with Plaintiff, Lynette Taylor, that predates the passing of the Ordinance.
9. The Ordinance impairs the obligations of that lease agreement with respect to the billing and payment of utilities in violation of Article II, Section 28 of the Ohio Constitution.
10. The Ordinance also restricts the methods by which Plaintiffs can administer utilities with future residents that they contract with.
11. The Ordinance is in conflict with R.C. 4905.04, which vests the Public Utilities Commission of Ohio with the power and authority to supervise and regulate public utilities and railroads.
12. The Ordinance is unconstitutional and preempted by state law.

**COUNT ONE (I): VIOLATION OF ARTICLE II, SECTION 28 OF OHIO
CONSTITUTION**

13. Third-Party Plaintiffs hereby incorporate paragraphs one (1) through twelve (12) as if fully re-written herein.
14. Section 3, Article XVIII of the Ohio Constitution grants municipalities the authority to adopt and enforce regulations that are not in conflict with general laws.
15. Section 28, Article II of the Ohio Constitution prohibits Defendant from passing retroactive laws or laws impairing the obligation of contracts.
16. On August 17, 2021, Defendant passed the Ordinance, Toledo Municipal Code 933.06, entitled

"Resale of Water."

17. Third-Party Plaintiffs executed a lease agreement with Plaintiff, Lynette Taylor, that predates the passing of the Ordinance.
18. The Ordinance impairs the obligations of that lease agreement with respect to the billing and payment of utilities in violation of Article II, Section 28 of the Ohio Constitution.
19. The Ordinance also restricts the methods by which Plaintiffs can administer utilities with future residents that they contract with.
20. As a true and proximate result of the Ordinance, obligations of Plaintiffs' existing contracts have been impaired in violation of the Ohio Constitution.
21. As a result, the Ordinance is unconstitutional.

COUNT TWO (2): PREEMPTION

22. Third-Party Plaintiff hereby incorporates paragraphs one (1) through twenty-one (21) as if fully re-written herein.
23. R.C. 4905.04 gives the Public Utilities Commission of Ohio (hereinafter "PUCO") the power and jurisdiction to supervise and regulate public utilities and railroads.
24. Defendant, through its Ordinance, seeks to regulate public utilities within its corporate limits in contravention to the power vested in PUCO by state law.
25. The Ordinance is in conflict with state law.
26. The Ordinance is therefore preempted by state law and is unenforceable.

COUNT THREE (3): DECLARATORY JUDGMENT

27. Third-Party Plaintiff hereby incorporates paragraphs one (1) through twenty-six (26) as if fully re-written herein.

28. Section 3, Article XVIII of the Ohio Constitution grants municipalities the authority to adopt and enforce regulations that are not in conflict with general laws.
29. Section 28, Article II of the Ohio Constitution prohibits Defendant from passing retroactive laws or laws impairing the obligation of contracts.
30. On August 17, 2021, Defendant passed the Ordinance, Toledo Municipal Code 933.06, entitled "Resale of Water."
31. Third-Party Plaintiffs executed a lease agreement with Plaintiff, Lynette Taylor, that predates the passing of the Ordinance.
32. The Ordinance impairs the obligations of that lease agreement with respect to the billing and payment of utilities in violation of Article II, Section 28 of the Ohio Constitution.
33. The Ordinance also restricts the methods by which Plaintiffs can administer utilities with future residents that they contract with.
34. Defendant, through its Ordinance, seeks to regulate public utilities within its corporate limits in contravention to the power vested in PUCO by state law.
35. The Ordinance is in direct conflict with state law.
36. As a result, the Ordinance is unconstitutional and preempted by state law.
37. Defendant now respectfully requests this Court to declare, pursuant to Chapter 2721 of the Ohio Revised Code and in the interests of equity and justice, that the Ordinance is unconstitutional and unenforceable.

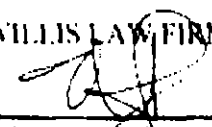
WHEREFORE, Third-Party Plaintiffs demand that judgment against Defendant for the following:

1. Third-Party Plaintiffs demand declaration that Toledo Municipal Code 933.06 is unconstitutional.

2. Third-Party Plaintiffs demand declaration that Toledo Municipal Code 933.06 is preempted by state law.
3. Third-Party Plaintiffs also demand judgment against Defendant for attorney's fees, court costs, interest, and any other relief that this Court deems just and proper.

Respectfully submitted,

WILLIS LAW FIRM LLC



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