

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

CHRISTEN PRICE,)	
)	
Complainant,)	
)	
vs.)	CASE NO. 22-0893-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 § 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 Christen Price (“Complainant”) states as follows:

1. In response to the top half of 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 top half of the cover page, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations(s) and therefore denies them.

2. In response to the allegation on the bottom half of the cover page, CEI admits that Complainant’s complaint consists of three pages, including the cover page.

3. Regarding the allegations beginning on the second page, in response to the allegations in the first sentence, CEI admits that Complainant received a bill in July 2022 and that the outstanding balance was higher than her previous bills. CEI is without knowledge or

information sufficient to form a belief as to the truth of the allegation of when Complainant moved into her residence, and therefore denies the same.

4. In response to the allegations in the second sentence, CEI admits that Complainant called CEI on or about July 26, 2022 to discuss her bill and whether she was on a budget. CEI admits that its contact notes indicate that CEI informed her that her bill had been estimated since February 2021.

5. In response to the allegations in the third sentence, CEI admits that its contact notes indicate that Complainant was informed that CEI could not access her meter due to dogs being present on her property.

6. In response to the allegations in the fourth sentence, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

7. In response to the allegations in the fifth sentence, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

8. In response to the allegations in the sixth sentence, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

9. In response to the allegations in the seventh sentence, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

10. In response to the allegations in the eighth sentence, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

11. In response to the allegations in the ninth sentence, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

12. In response to the allegations in the tenth sentence, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

13. In response to the allegations in the eleventh sentence, CEI admits that Complainant could have called in an actual meter reading, CEI is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations and therefore denies them.

14. In response to the allegations in the twelfth sentence, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them. By way of further answer, CEI avers that each bill informs the customer of their right to report their own meter reading.

15. In response to the allegations in the thirteenth sentence, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them. By way of further answer, CEI avers that Complainant's bills indicated that the readings were based on an estimate.

16. In response to the allegations in the fourteenth sentence, CEI admits that CEI received an actual meter read on February 12, 2021, and then did not receive another actual read until June 27, 2022.

17. In response to the allegations in the fifteenth sentence, CEI denies that it discriminated against Complainant because she has dogs on her property. CEI denies that Complainant's July 2022 bill was \$1,055.28 to CEI and an additional \$761.60 to "IGS" for a total of \$1,816.88. By way of further answer, Complainant's July 2022 bill totaled \$1,055.28.

18. In response to the allegations in the sixteenth sentence, CEI admits that she filed an informal complaint with the Commission and that CEI responded.

19. In response to the allegations in the seventeenth sentence, CEI admits that Complainant switched suppliers from NOPEC to IGS Energy effective March 17, 2021. CEI denies that Complaint does not allege issues when NOPEC was her supplier. By way of further

answer, CEI avers that her March 2021 bill was based off an estimated read when NOPEC was her supplier.

20. In response to the allegations in the eighteenth sentence, CEI admits that the yard is fenced and that the meter is located within the fenced area but is without knowledge or information sufficient to form a belief as to the length of time the yard has been fenced and denies the same.

21. In response to the allegations in the nineteenth sentence containing a list of bullet points, CEI admits that this appears to be a paraphrasing of CEI's response to Complainant's informal complaint.

- a. CEI admits that Complainant first obtained services at the service address on or about August 16, 2019.
- b. CEI admits that Complainant was enrolled with NOPEC NextEra Energy SE between January 17, 2020 and March 16, 2021.
- c. CEI admits that Complainant enrolled with IGS Energy on March 17, 2021.
- d. CEI admits that it sent Complainant a no access letter on or about May 13, 2022.
- e. CEI admits that Complainant made an appointment to exchange her meter to an AMR meter on June 25, 2022.
- f. CEI admits that it exchanged Complainant's meter on June 27, 2022 with an AMR meter that allows remote reading of her usage. CEI further admits that the reading on June 27, 2022 was 78,752 kWh. CEI further admits that the last actual read of her meter was on February 12, 2021. CEI further admits that CEI was unable to read the meter in April, June, July, September, October, November, and December of 2021, and March, April, and May of 2022 because of a dog on the premises.

g. CEI admits that a reading of 1,203 kWh was obtained from the new meter on July 14, 2022.

h. CEI admits that her July 2022 bill contained a bill for \$602.79, with a \$72 payment owed to CEI per her payment plan and \$530.79 owed to her supplier, due August 2, 2022. CEI admits that the actual account balance was \$1,055.28.

22. In response to the allegations in the twentieth sentence, CEI admits that it installed an AMR meter in June 2022. CEI is without knowledge or information sufficient to form a belief to why Complainant did not realize her bills were being estimated or whether she continues to receive meter read notifications, and therefore denies the same. By way of further answer, CEI avers that Complainant's bills indicated that her bills were being estimated.

23. In response to the allegations in the twenty-first sentence, CEI denies the allegations.

24. In response to the allegations in the twenty-second sentence, CEI denies the allegations. By way of further answer, CEI denies that her meter was not working correctly and avers that her higher bill in July 2022 was due to CEI previously underestimating her energy consumption for the previous months.

25. In response to the allegations in the twenty-third sentence, CEI denies the allegations. CEI denies that Complainant is being penalized.

26. In response to the allegations in the twenty-fourth sentence, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

27. In response to the allegations in the twenty-fifth sentence, CEI denies the allegation.

28. In response to the allegations in the twenty-sixth sentence, CEI admits that Complainant set up a payment plan with CEI.

29. In response to the allegations in the twenty-seventh sentence, CEI is without knowledge or information sufficient to form a belief as to the truth of the allegations and therefore denies them.

30. In response to the allegations in the twenty-eighth sentence, CEI admits that Complainant is seeking help from the Commission but denies that Complainant is entitled to any alteration of her bill.

31. In response to the allegations in the twenty-ninth sentence, CEI denies that it is at fault. By way of further answer, CEI avers that Complainant is required to pay for all electricity that she uses.

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 her Complaint, as required by Section 4905.26, Revised Code.**
- 2. The Complaint fails to state a claim upon which relief may be granted.**
- 3. 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.**
- 4. 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 (100781)
BENESCH, FRIEDLANDER, COPLAN &
ARONOFF LLP

200 Public Square, Suite 2300

Cleveland, Ohio 44114-2378

Telephone: 216.363.4500

Facsimile: 216.363.4588

Email: crogers@beneschlaw.com

*Counsel for The Cleveland Electric
Illuminating Company*

Kristen M. Fling (0099678)

FirstEnergy Service Company

76 South Main St.

Akron, OH 44308

Telephone: 330-606-8087

Email: kfling@firstenergycorp.com

*Counsel for The Cleveland Electric
Illuminating Company*

CERTIFICATE OF SERVICE

On October 11, 2022, 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 11th day of October 2022 to the Complainant at the following address:

Christen Price
9100 Terrace Park Drive
Mentor, OH 44060

/s/ Christopher A. Rogers

*Attorney for The Cleveland Electric
Illuminating Company*

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

10/11/2022 4:16:38 PM

in

Case No(s). 22-0893-EL-CSS

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