

**FILE**

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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Todd & Faye Sterling,	)	
	)	
Complainants,	)	
	)	
v.	)	Case No. 08-1053-GA-CSS
	)	
Columbia Gas of Ohio, Inc.,	)	
	)	
Respondent.	)	

**MOTION TO DISMISS  
OF COLUMBIA GAS OF OHIO, INC.**

Now comes the Respondent, Columbia Gas of Ohio, Inc. ("Columbia"), and files its Motion to Dismiss in the above-referenced case. Columbia moves that this Complaint be dismissed because the Complainants, Todd and Faye Sterling, fail to set forth reasonable grounds for complaint, as more fully discussed in the Memorandum of Support attached hereto.

Respectfully submitted,

*Eric B. Gallon*

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**ATTORNEY FOR RESPONDENT  
COLUMBIA GAS OF OHIO, INC.**

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## **MEMORANDUM IN SUPPORT**

The Complainants, Todd and Faye Sterling, allege that a gas line is trenched through gutter tile (i.e., a gutter drain) that runs from their house to their street. (See Complaint at 1.) The Sterlings allege that the gas line is blocking the tile, causing water to back up in their basement. (Id.) The Sterlings also appear to assert that the gas line's placement through the gutter tile has caused a break in the gutter tile, which caused mud to back up in the tile, clogging the drain. (See id. at 2.)

Columbia Gas of Ohio, Inc. ("Columbia") told the Sterlings that it was not responsible for the damage to the gutter line or the back up in the drain. (See id. at 1.) Nevertheless, as a gesture of good will towards a customer, Columbia volunteered to fix a portion of the Sterlings' gutter tile. (See id. at 1-2.) Columbia's employees also volunteered to fill in a hole that someone (not Columbia) had dug in the Sterlings' yard. (See id. at 2.) Unfortunately, this was not sufficient to solve the Sterlings' problem. (See id. at 2.) Equally unfortunately, the Sterlings interpreted Columbia's acts of good will as an admission of legal responsibility and are now demanding that Columbia "fix the entire problem," which appears to mean repairing the gutter tile (again) and cleaning out the mud that is clogging the drain. (See id.)

As stated in Columbia's Answer, the Sterlings have failed to set forth reasonable grounds for complaint. A complainant may bring a formal complaint against a public utility if:

any rate, fare, charge, toll, rental, schedule, classification, or service, or any joint rate, fare, charge, toll, rental, schedule, classification, or service rendered, charged, demanded, exacted, or proposed to be rendered, charged, demanded, or exacted, is in any respect unjust, unreasonable, unjustly discriminatory, unjustly preferential, or in violation of law, or that any regulation, measurement, or practice affecting or relating to any service furnished by the public utility, or in connection with such service, is, or will be, in any respect unreasonable, unjust, insufficient, unjustly discriminatory, or unjustly preferential, or that any service is, or will be, inadequate or cannot be obtained[.]

R.C. 4905.26. Columbia's refusal to fix the Sterlings' gutter drain is not a legitimate basis for complaint under this statute.

Quite simply, there is anything "unjust, unreasonable, unjustly discriminatory, [or] unjustly preferential" about Columbia's refusal to fix a customer's gutter drain that Columbia did not break. Nor has Columbia violated any law. Columbia's legal responsibilities are set forth in the Ohio Revised Code, the Ohio Administrative Code, and Columbia's Tariff.<sup>1</sup> According to Columbia's Tariff, the relevant revisions to which were approved on June 25, 2008,<sup>2</sup> Columbia has no responsibility for the Sterlings' customer service line. The Sterlings own their customer service line and are responsible for its safekeeping, unless there is a hazardous leak in the line. See P.U.C.O. Tariff No. 2, §24, Fourth Revised Sheet 6 through Original Sheet 6b. Nothing in the law, moreover, gives Columbia responsibility for repairing or cleaning out its customers' gutter drains.

The Sterlings are complaining because a customer service line that Columbia does not own and that is not Columbia's responsibility has allegedly caused damage to a gutter drain that Columbia does not own and that is not Columbia's responsibility. These facts do not give rise to a cause of action against Columbia under Ohio law. For the reasons stated above, Columbia respectfully requests that the Commission grant Columbia's motion and dismiss the Sterlings' Complaint.

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<sup>1</sup> For the Sterlings' benefit, Columbia notes that its Tariff is available on the Commission's website at <http://www.puco.ohio.gov/emplibrary/files/docketing/tariffs/Gas/Columbia%20Gas%20of%20Ohio,%20Inc%5CPU%20CO%202.pdf>.

<sup>2</sup> See *In the Matter of the Application of Columbia Gas of Ohio, Inc., for Approval of Tariffs to Recover, through an Automatic Adjustment Clause, Costs Associated with the Establishment of an Infrastructure Replacement Program and for Approval of Certain Accounting Treatment*, Case No. 07-478-GA-UNC, Entry (June 25, 2008).

Respectfully submitted,

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**ATTORNEY FOR RESPONDENT  
COLUMBIA GAS OF OHIO, INC.**

**CERTIFICATE OF SERVICE**

I hereby certify that I have served a copy of the foregoing Motion to Dismiss by regular mail on this 29th day of September, 2008, to the following:

Todd and Faye Sterling  
2918 Blossom Ave.  
Columbus, OH 43231

  
Eric B. Gallon