

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

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PUCO

MICHAEL L. NICHOLSON,

Complainant,

v.

DOMINION EAST OHIO,

Respondent.

Case No. 09-78-GA-CSS

ANSWER

Pursuant to Rule 4901-9-01(D), Ohio Administrative Code ("O.A.C."), Respondent The East Ohio Gas Company d/b/a Dominion East Ohio ("DEO"), incorrectly named in the Complaint as "Dominion Gas," for its Answer to the Complaint of Michael L. Nicholson ("Complainant"):¹

FIRST DEFENSE

1. Avers that, on December 23, 2004, DEO received a request from MX Energy to enroll Complainant in an MX Energy program, to be effective February 23, 2005, for Account No. 9421104912569.

2. Denies that Complainant was at all times in 2005 "actually paid up" on the above-referenced account, and denies that DEO improperly denied Complainant's request to enroll with MX Energy.

3. Avers that, as a result of usage between November 15, 2004 and December 16, 2004, Complainant incurred charges of \$367.17, for which payment was due on or before

¹ Although Complainant did not present his allegations in individually-numbered paragraphs, DEO hereby responds to the allegations in paragraph form. As noted in paragraph 9, any allegation not specifically admitted or denied herein is denied.

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January 5, 2005, and for which Defendant paid only \$200.00 on December 29, 2004, leaving an arrearage of \$167.17.

4. Avers that, as a result of usage between December 16, 2004 and January 20, 2005, Complainant incurred charges of \$372.61, for which payment was due on or before February 9, 2005, and for which Defendant made no payment, leaving an arrearage as of February 9, 2005 of \$539.78 (\$167.17 + \$372.61).

5. Avers that, as a result of usage between January 20, 2005 and February 18, 2005, based upon Complainant's reading of his own meter on February 18, 2005, Complainant incurred charges of \$135.90, for which payment was due on or before March 15, 2005, and bringing Complainant's total account balance as of February 18, 2005 to \$675.68 (\$167.17 + \$372.61 + \$135.90). Further answering, DEO avers that, on March 7, 2005, Complainant paid DEO \$675.68. Of the foregoing balance, \$372.61 was 30 days in arrears and \$167.17 was 60 days in arrears at the time of payment.

6. Denies that Complainant "was getting estimates sometimes for four months and then get a credit for hundreds of dollars." DEO avers that to the extent it utilized estimated meter readings, such readings were obtained and utilized in accordance with applicable Commission regulations.

7. Denies that Complainant is entitled to recover the "annual savings" and/or "total savings," as handwritten by Complainant at the bottom left-hand corner of the Complaint.

8. Avers that the documents attached to the Complaint speak for themselves and denies Complainant's characterization thereof. Further answering, DEO avers that the documents attached to the Complaint contain handwriting that was not contained on the original documents.

9. Denies generally any allegations not specifically admitted in this Answer, pursuant to Rule 4901-9-01(D), O.A.C.

SECOND DEFENSE

10. The Complaint fails to set forth reasonable grounds for complaint, as required by R.C. § 4905.26.

THIRD DEFENSE

11. DEO at all times complied with Ohio Revised Code Title 49; the applicable rules, regulations and orders of the Public Utilities Commission of Ohio; and DEO's tariffs. These statutes, rules, regulations, orders and tariff provisions bar Complainant's claims.

FOURTH DEFENSE

12. The Complaint does not comply with the Commission's minimum standards for acceptable complaints. Specifically, the Complaint does not contain "a statement which clearly explains the facts which constitute the basis of the complaint," nor does it contain "a statement of the relief sought," as required by Rule 4901-19-01(B), O.A.C.

FIFTH DEFENSE

13. The Complaint is barred in whole or in part by the doctrines of laches and/or by the applicable statute of limitations.

SIXTH DEFENSE

14. The Complaint is barred in whole or in part by virtue of settlement agreements executed by Complainant in Case Nos. 05-481-GA-CSS and 02-2486-GA-CSS.

SEVENTH DEFENSE

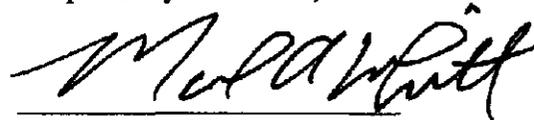
15. The Complaint fails to name an indispensable party.

EIGHTH DEFENSE

16. DEO reserves the right to raise other defenses as warranted by discovery in this matter.

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

Respectfully submitted,



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Gas Company d/b/a Dominion East Ohio

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was served by ordinary U.S. mail, postage prepaid, to the following persons on this 17th day of February, 2009:

Michael L. Nicholson
715 E. Midlothian Blvd.
Youngstown, Ohio 44502



One of the Attorneys for Respondent The
East Ohio Gas Company d/b/a Dominion East Ohio

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