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THE DISTRICT OF COLUMBIA

08-1091-GA-CSS

PUCO

2009 JUL -2 PM 3:45

RECEIVED-DOCKETING DIV

July 2, 2009

Christine Pirik
Staff Attorney
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215


Re: In the Matter of Cameron Creek Apartments v. Columbia Gas of Ohio, Inc

Dear Clerk,

Our office just became aware of the fact that the above case is not open to electronic filing of documents. All parties have been served the enclosed. I apologize for the inconvenience.

Thank you for your attention to this matter, and please contact me with questions or comments.

Sincerely,


Thomas Hart

TH/ab
Enclosure

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
Technician 8x Date Processed 07/02/2009

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of)	
Cameron Creek Apartments,)	
)	
Complainant,)	Case No. 08-1091-GA-CSS
v.)	
)	
Columbia Gas of Ohio, Inc.,)	
)	
Respondent.)	

**DIRECT TESTIMONY OF
MELISSA KAUFFMAN, PROPERTY MANAGER
ON BEHALF OF
CAMERON CREEK APARMENTS**

RECEIVED-DOCKETING DIV
2009 JUL -2 PM 3:48
PUCO

**PREPARED DIRECT TESTIMONY
OF MELISSA KAUFFMAN**

1 **Q: What is your employment position and history at the Cameron Creek**
2 **Apartments?**

3
4 **A: Property Manager; 10 years**
5

6
7 **Q: When did the red tagging by Columbia Gas based on the location of gas**
8 **appliances at Cameron Creek begin?**
9

10 **A: 2006, the best I can recall.**
11

12
13 **Q: How do you know when the red tagging of gas appliances for code**
14 **issues began?**
15

16 **A: Residents started calling the office saying that they had just paid their gas**
17 **bills, after disconnection for non-payment, Columbia Gas had come out to**
18 **reconnect but would not light the pilot light.**
19

20
21 **Q: Prior to this time did Columbia Gas ever red tag gas appliances based**
22 **on their position that they were in the wrong location, in violation of a code**
23 **or dangerous?**
24

25 **A: No.**
26

27
28 **Q: Approximately how many red tag events occurred during the period**
29 **from early 2006 until October of 2008?**
30

31 **A: My guess would be close to 100. At first, we did not keep the tags. We**
32 **would have the pilot light lit, and then throw away the tags. We had no idea**
33 **things would culminate this way.**
34

35
36 **Q: In the majority of these red tag events did Columbia Gas come to the**
37 **site based on a request to restore gas service to units for a new renter or**
38 **for an existing resident who had not paid gas bills, but subsequently was**
39 **able to pay their bills?**
40

41 **A: Existing residents. We keep the utilities on in our name, and the new**
42 **resident just needs to have them transferred into their name.**
43

1
2 **Q: And in a limited number of cases, did residents actually call Columbia**
3 **Gas based on gas leaks or other safety concerns?**
4

5 A: Before the "letter" dated September 15, 2008, residents would have called
6 the office. We directed them to call Columbia Gas if they suspected a gas leak.
7
8

9 **Q: Regardless of the reason for Columbia's coming out to Cameron Creek,**
10 **the service personnel were red tagging the gas appliances at the**
11 **appliances themselves, not at the meter, and then allowing your licensed**
12 **vendors to inspect and then re-start the appliances?**
13

14 A: Yes.
15
16

17 **Q: When your vendors tested and inspected the red tagged gas appliances**
18 **prior to re-starting them, how many times did the plumbers or HVAC**
19 **technicians find an actual operational problem?**
20

21 A: None that I can recall, but our maintenance staff may know of some.
22
23

24 **Q: Did Columbia Gas ever come back out to restore gas service or inspect**
25 **the work done by your vendors or consult with them in order to verify that**
26 **the gas appliances were operating safely or in good condition?**
27

28 A: Not that I recall.
29
30

31 **Q: Do you think Columbia Gas personnel actually thought the gas**
32 **appliances were unsafe or do you think they were red tagging to enforce**
33 **their view of which code should apply and what changes they wanted**
34 **Cameron Creek to make?**
35

36 A: I was told by Jeff Prachar that by red tagging the appliances he was "just
37 doing his job". He says that we do not meet the National Gas Code
38 Requirements.
39
40

41 **Q: After each red tag incident, did your staff try to collect and document**
42 **the address and dates of each red tag?**
43

44 A: Yes, after we realized that it was becoming a problem with Columbia Gas.
45
46
47
48

1 **Q: Why was this done?**

2
3 A: So that we could keep track of when and where the issues were. The
4 Columbia Gas techs did not label the tags most times.
5

6
7 **Q: Besides writing the addresses or dates on the red tags, did your staff**
8 **alter them in any way?**
9

10 A: No.
11

12
13 **Q: Do you recall reading the letter sent by Columbia Gas to all the residents**
14 **of Cameron Creek on September 15, 2008?**
15

16 A: Yes.
17

18
19 **Q: What details of the letter do you recall?**
20

21 A: There were safety concerns regarding CO that were brought to Cameron
22 Creeks attention and we had failed to comply with Columbia Gas's request to fix
23 the problem. Cameron Creek refuses to fix the problem which can lead to
24 serious illness or death. Columbia Gas was going to terminate service around
25 the end of October 2008.
26

27
28 **Q: After this letter was received by all the residents at Cameron Creek,**
29 **please describe the situation at the apartment complex, between late**
30 **September until mid-October?**
31

32 A: Chaos! Tons of phone calls from resident asking if they were going to die,
33 people refusing to pay rent until after the deadline to ensure their gas service
34 was not disconnected (due to cold weather concerns), calls from local news
35 reporters, calls from Columbus Metropolitan Housing Authority, calls from OHFA
36 and one resident even moved out and sited in writing it was because they had
37 kids and could not risk the gas being shut off.
38

39 **Q: Would you say that the residents were concerned?**
40

41 A: Yes.
42

43
44 **Q: Were they scared?**
45

46 A: Yes.
47
48

1 **Q: Did any residents withhold rent payments based on the letter and their**
2 **concerns?**

3
4 A: Yes.

5
6
7 **Q: Did you notice an increase in the presence of Columbia Gas personnel**
8 **after the letter was received and during this period?**

9
10 A: Yes.

11
12
13 **Q: Please describe the activities of Columbia Gas personnel on site and**
14 **their interaction with residents, you, and your staff during this period?**

15
16 A: It seemed like they drove through the property waiting for residents to spot
17 them and ask them to check their apartments, which of course they would do and
18 then they would red tag the appliances scaring the resident even more.

19
20
21 **Q: Do you believe the Columbia Gas activities on site during this period**
22 **alarmed your residents?**

23
24 A: Yes.

25
26
27 **Q: If the PUCO had not ordered a stay to stop Columbia Gas from turning**
28 **off gas to all apartments at Cameron Creek in October of 2008 would all the**
29 **residents had to move out?**

30
31 A: I can't say for sure all, but a lot of residents refused to pay rent until the
32 disconnect date to ensure the gas service would continue.

33
34
35 **Q: If the PUCO had not ordered a stay to stop Columbia Gas from turning**
36 **off gas to all apartments at Cameron Creek in October of 2008 would all**
37 **your lease agreements with residents have been broken in that the**
38 **apartment units would not have been considered habitable without heat**
39 **and hot water?**

40
41 A: In my opinion, yes.

42
43
44 **Q: Without residents and rental payments, and without the OHFA tax credit,**
45 **would Cameron Creek been forced to cease operations?**

46
47 A: Yes.

48

1
2 **Q: Do you know the cost of the construction changes Columbia Gas**
3 **demanding Cameron Creek to maintain gas and to meet Columbia's**
4 **preferred code?**

5
6 **A: No.**
7
8

9 **Q: If this cost was in excess of \$1500 per unit and thus greater than**
10 **\$350,000.00 to complete, would Cameron Creek or its owner be able to**
11 **absorb these costs and keep the apartment complex open and operating as**
12 **a business?**
13

14 **A: No.**
15
16

17 **Q: Based on your previous answers, is it true that Cameron Creek faced**
18 **two choices, accept the termination of gas service or pay for costly**
19 **construction changes that would threatened the viable financial health of**
20 **the apartment's ongoing operation?**
21

22 **A: Yes.**
23
24

25 **Q: And faced with these choices, either paying for expensive construction**
26 **upgrades that the owner did not believe were necessary or allowing gas**
27 **service to be terminated, your company was forced to hire lawyers and file**
28 **a complaint at the PUCO to stop Columbia Gas?**
29

30 **A: Yes.**
31

32 **Q: And without this complaint case and without the PUCO's stay order,**
33 **Cameron Creek would have either lost gas service, all residents, and its tax**
34 **credit from OHFA or would have had to spend an amount of money that**
35 **would have also threatened business operations?**
36

37 **A: Yes.**
38
39

40 **Q: After the PUCO's stay order went into effect in October of 2008, were**
41 **gas appliances fully utilized during the winter months of 2008 and 2009 in**
42 **that same manner, that is without alterations, as they had been since you**
43 **began working at Cameron Creek?**
44

45 **A: Yes.**
46
47

1 **Q: And with this full use and without alterations to gas appliances, did any**
2 **Cameron Creek apartment units experience any carbon monoxide alarming**
3 **or other safety issue related to gas appliance usage during the winter**
4 **months of 2008 and 2009 to your knowledge?**

5
6 **A: No.**
7
8

9 **Q: Based on the residents increased awareness from Columbia Gas's**
10 **allegations and written correspondence about the dangers gas appliance**
11 **operations at Cameron Creek in the fall of 2008, do you think you would**
12 **have heard from residents who experienced a carbon monoxide alarm,**
13 **safety issue or red tag episode of any kind if these occurred during the**
14 **winter months of 2008 – 2009?**

15
16 **A: Yes.**
17
18

19 **Q: And there were no such incidents reported to you or that you were made**
20 **aware of?**

21
22 **A: That is correct.**
23
24

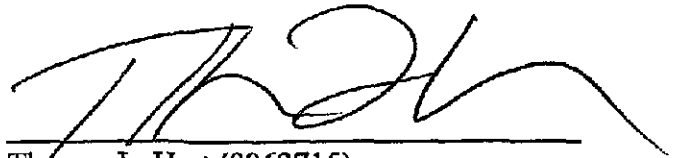
25 **Q: Does this complete your Prepared Direct Testimony?**
26

27 **A: Yes, it does.**

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Prepared Direct Testimony of Melissa Kauffman was served upon all parties of record by electronic and regular mail on this 1st day of July 2009, upon the following counsel for Columbia Gas of Ohio, Inc.

Eric B. Gallon (Counsel of Record)
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Attorneys for Complainant

WESTLAKE/FRANKLIN, L.P.

Voyager Report

M-K 1

Vendor Ledger

Property-0321

Description	Tran#	Property	Invoice Date	Account	Invoice Number	Amount
(starn) - Starn's Heating & Cooling						
5637 WEST LAKE	P-53571	0321	05/29/2003	65460000	5013	907.2
A/C SERVICE	P-53680	0321	06/26/2003	65460000	4986	82.0
1953 RED FOREST	P-53787	0321	07/24/2003	65460000	07080332	834.5
1933 CARDINAL TRAIL	P-54012	0321	09/11/2003	65460000	5722	82.0
1933 CT	P-54061	0321	09/18/2003	65460000	5750	585.0
5637 WESTLAKE	P-54094	0321	09/25/2003	65460000	5807	158.5
A/C repair	P-195592	0321	05/03/2005	65460000	9224	338.0
5/10/05 Leak-1860 TB & Cleaned A-Coil-1880 TB	P-199254	0321	05/11/2005	65460000	9552	272.0
1872tb a/c repair Reversed by ctrl# 203209	P-200798	0321	05/23/2005	65490000	9603	214.5
:Prog Gen Reverses invoice ctrl# 200798 wrong acct number	P-203209	0321	06/08/2005	65490000	9603-203209	-214.5
1872tb a/c repair	P-203217	0321	05/19/2005	65460000	9603	214.5
1860tb freon leak repair	P-209742	0321	06/13/2005	65460000	9468	339.5
1964rf unplugged a/c coil	P-209744	0321	06/10/2005	65460000	9707	92.0
9675 rc installed new evap coil	P-209748	0321	06/14/2005	65460000	9859	227.0
1830 Trillium AC Repair	P-217645	0321	07/19/2005	65460000	9849	74.0
1872 Trillium Bend Liquid Line Repair	P-217647	0321	06/24/2005	65460000	9910	227.0
1860 TB	P-220148	0321	07/14/2005	65460000	0252	159.0
1868 TB	P-230856	0321	08/09/2005	65460000	0425	92.0
1835 CT - A/C Repair	P-243464	0321	09/22/2005	65460000	0588	136.0
1835 CT - Coil Replacement	P-249644	0321	09/26/2005	65460000	0621	157.0
service call to 1847ct	P-282720	0321	01/24/2006	65460000	1477	100.0
1847ct-lit pilot light to water	P-282936	0321	01/25/2006	65460000	1485	195.0
re-lit pilot light @ 5599rc	P-302952	0321	03/17/2006	65460000	1682	85.0
lit h2o tank @ 1815ct	P-306799	0321	03/15/2006	65460000	1589	146.0
lit hot h2o tank @ 5587rc & replaced flame sensor	P-306802	0321	03/29/2006	65460000	1672	157.0
lit h2o tank @ 5735rc	P-319415	0321	04/29/2006	65460000	1533	120.0
re-lit pilot light @ 1950tb & 1845tb	P-322519	0321	05/12/2006	65460000	1895	112.0
1819ct-re-lit h2o tank	P-326030	0321	05/25/2006	65460000	1918	102.0
1815c repaired a/c	P-330266	0321	06/01/2006	65460000	2056	135.0
repaired a/c leak @ 1860tb	P-336287	0321	06/19/2006	65460000	2170	211.0
a/c repair @ 1852tb	P-339817	0321	07/06/2006	65460000	2257	135.0
2 a/c leaks-Installed super seals @ 1963ct & 5604rc	P-339818	0321	06/29/2006	65460000	2245	324.0
replaced evap coil & recharged a/c @ 1872tb	P-340533	0321	06/02/2006	65460000	2076	650.0
a/c repair @ 1992rf-pulled clogged coil & cleaned	P-347383	0321	07/20/2006	65460000	2386	300.0
lit hot h2o heater & furnace @ 5655rc	P-354369	0321	08/15/2006	65460000	2509	90.0
replaced plugged filter @ 5604rc	P-354370	0321	08/09/2006	65460000	2478	135.0
new condenser @ 1901ct	P-358266	0321	08/22/2006	65460000	2557	405.0
plugged coil @ 5640rc	P-358269	0321	08/21/2006	65460000	2546	258.0
a/c repair @ 5640rc	P-358351	0321	08/22/2006	65460000	2158	189.0
1924rf turn on gas & lit h2o tank	P-360190	0321	08/30/2006	65460000	2571	108.0

Voyager Report

10	re-lit furnace @ 5767rc	P-374914	0321	10/03/2006	65460000	2767	108.51
	1993-2009tb checked control board & replc control board	P-375643	0321	10/04/2006	69450000	2783	112.51
	1993-2009tb checked control board & replc control board	P-375643	0321	10/04/2006	69450000	2783	326.01
	re-lit h2o tanks @ 7 units	P-378415	0321	10/11/2006	65460000	2823	155.01

Vendor Ledger

Property=0321

	Description	Tran#	Property	Invoice Date	Account	Invoice Number	Amount
11	re-lit h2o tank @ 1934tb	P-382721	0321	10/24/2006	65460000	2936	85.01
	t-stat repair @ 1901ct	P-385523	0321	11/03/2006	65460000	3021	135.01
7	no heat @ 1997tb	P-394449	0321	11/27/2006	65460000	3142	112.51
9	no heat call @ 1815ct	P-394453	0321	11/27/2006	65460000	3143	265.01
	Repair Gas Line Leak @ 5629WL	P-406345	0321	01/04/2007	65420003	3315	270.01
12	Clean Flame Sensor & Coil - 1863	P-408512	0321	01/10/2007	65460000	3319	102.51
13	Replace Ignitor @ 5604RC	P-413786	0321	02/01/2007	65460000	3444	90.01
14	lit h2o tank @ 1934tb	P-420953	0321	02/13/2007	65490000	3612	90.01
	hvac repair @ 1912rf	P-424082	0321	02/07/2007	65460000	3574	135.01
	hvac repair @ 5740rc	P-426629	0321	02/19/2007	65460000	3679	102.51
	a/c repair @ 1815ct	P-433432	0321	03/26/2007	65460000	3832	90.01
15	lit h2o heater @ 5675rc	P-435057	0321	03/30/2007	65460000	3836	90.01
	repaired heat @ 5729wl	P-435059	0321	03/29/2007	65460000	3835	90.01
	a/c repair @ 5743rc	P-441356	0321	04/05/2007	65460000	3880	242.11
16	re-lit h2o tank @ 1843ct a/c leak @ 5603rc	P-447419	0321	05/07/2007	65460000	4020	90.01
17	re-lit h2o tank @ 1843ct a/c leak @ 5603rc	P-447419	0321	05/07/2007	65460000	4020	202.11
	added sealant + freon @ 1868tb lit h2o tank @ 1868tb	P-447431	0321	05/03/2007	65460000	4012	202.11
	added sealant + freon @ 1868tb lit h2o tank @ 1868tb	P-447433	0321	05/03/2007	65460000	4012	188.11
19	lit h2o tank @ 1847ct	P-451199	0321	05/15/2007	65460000	4101	90.01
	a/c repair @ 5603rc	P-451200	0321	05/09/2007	65460000	3420	35.01
	added freon a/c repair @ 5743rc	P-451206	0321	05/04/2007	65460000	4017	357.11
	5727rc hvac check	P-461196	0321	06/11/2007	65460000	4261	297.11
	1963ct hvac check	P-461222	0321	05/23/2007	65460000	4144	85.01
	1954tb hvac check	P-461223	0321	05/03/2007	65460000	4244	190.01
	a/c check @ 1852tb & 1946tb	P-463287	0321	06/13/2007	65460000	4330	312.11
19	re-lit pilot light @ 1847ct	P-465892	0321	06/22/2007	65460000	4416	85.01
20	re-lit h2o tank 5693wl	P-473877	0321	07/09/2007	65460000	4492	85.01
21	no heat @ 1868tb (repaired & checked a/c also)	P-478424	0321	07/31/2007	65460000	4607	102.11
	a/c repair @ 1921ct	P-483856	0321	08/06/2007	65460000	4649	315.01
	a/c repair @ 5705wl	P-483905	0321	08/09/2007	65460000	4635	225.01
22	lit h2o tank @ 1915tb	P-483936	0321	08/09/2007	65460000	4681	85.01
	2nd a/c repair @ 5705wl	P-483939	0321	08/10/2007	65460000	4691	142.11
	installed outdoor a/c unit @ 5705wl	P-486299	0321	08/14/2007	65460000	4701	85.01
	a/c repair @ 1860tb	P-487244	0321	08/23/2007	65460000	4733	133.11
	a/c check @ 1989tb	P-495544	0321	09/04/2007	65460000	4779	168.11
23	re-lit pilot light @ 5587rc	P-497358	0321	09/20/2007	65460000	4859	120.11
24	re-lit pilot light @ 5591rc	P-497386	0321	09/21/2007	65460000	4872	85.01

Voyager Report

balance of Invoice 4701-labor	P-502282	0321	08/14/2007	65460000	4701a	70.00
cleaned coil & minor furnace repair @ 1909ct	P-502318	0321	09/24/2007	65460000	4882	225.00
2.5 relit pilot lights @ 1839ct & 5716rc	P-502319	0321	10/01/2007	65460000	4891	35.00
2.6 relit h2o tank @ 5728rc	P-505295	0321	10/09/2007	65460000	4639	90.00
cleaned a-coils @ 1944rf & 5724rc	P-505303	0321	10/08/2007	65460000	4959	270.00
2.7 relit h2o tank @ 5724rc	P-512067	0321	10/30/2007	65460000	5174	85.00
2.8 relit h2o tank @ 1849tb	P-517812	0321	11/07/2007	65460000	5229	85.00
2.9 relit h2o tank @ 1851ct	P-517814	0321	11/16/2007	65460000	5285	90.00
clean plugged coil @ 1964rf	P-529133	0321	12/17/2007	65460000	5516	120.00

Vendor Ledger

Property=0321

Description	Trans#	Property	Invoice Date	Account	Invoice Number	Amount
30 no heat call @ 1972rf	P-529149	0321	11/30/2007	65460000	5387	85.00
cleaned evap coil & flame sensor @ 1917ct	P-529151	0321	12/14/2007	65460000	5500	85.00
31 no heat call @ 5653wl	P-529520	0321	12/07/2007	65460000	5433	115.00
32 relit pilot light @ 1940rf	P-529532	0321	11/28/2007	65460000	5382	85.00
33 no heat @ 1972rf	P-529536	0321	11/30/2007	65460000	5297	255.00
a/c check @ 5595rc	P-529539	0321	06/02/2007	65460000	3986	120.00
34 relit pilot light @ 5587rc	P-530383	0321	01/03/2008	65460000	5587	85.00
meeting w/ gas inspector-non permit inspection fee	P-530393	0321	12/13/2007	65460000	5496	475.00
35 relit pilot light @ 1927tb	P-531886	0321	01/03/2008	65460000	5597	85.00
36 lit h2o tank @ 5587rc	P-531991	0321	12/27/2007	65460000	5527	85.00
37 no heat call @ 1866rf	P-535231	0321	01/15/2008	65460000	5632	120.00
38 no heat call @ 5644rc & 5624rc	P-535382	0321	01/15/2008	65460000	5627	105.00
39 no heat call @ 5644rc & 5624rc	P-535382	0321	01/15/2008	65460000	5627	105.00
40 no heat call @ 5644rc & 5624rc	P-535382	0321	01/15/2008	65460000	5627	85.00
41 installed vent in furnace room @ 5743rc per columbis gas	P-536855	0321	01/17/2008	69010000	5638	127.50
42 no heat call @ 5759rc	P-538956	0321	01/28/2008	65460000	5717	120.00
43 furnace room repair @ 1951rf-Columbia Gas	P-543146	0321	02/04/2008	69010000	5758	127.50
44 lit h2o tank @ 1924rf	P-548712	0321	02/22/2008	65460000	5866	85.00
45 1961rf-replaced combustion air pipe 1977rf-replaced burner assy	P-548723	0321	02/08/2008	65460000	5734	70.00
46 1961rf-replaced combustion air pipe 1977rf-replaced burner assy	P-548723	0321	02/08/2008	65460000	5734	85.00
47 5724wl-no heat call	P-551847	0321	03/05/2008	65460000	5921	120.00
48 no heat call @ 1975ct	P-551858	0321	02/28/2008	65460000	5897	170.00
49 1932rf h2o tank inspection	P-551873	0321	02/26/2008	65460000	5795	85.00
50 no heat call @ 1847ct	P-554176	0321	03/07/2008	65460000	5885	174.00
51 no heat calls @ 5624rc & 1849tb	P-554177	0321	03/05/2008	65460000	5927	277.50
cleaned & installed evap coil @ 1932rf	P-567816	0321	04/04/2008	65460000	6034	155.00
chrgd, installed evap coil @ 1975ct	P-567827	0321	04/18/2008	65460000	5942	425.00
52 1932rf & 1951rf furnace repair	P-583908	0321	06/02/2008	65460000	10140	40.00
/c repair @ 1860tb	P-584204	0321	06/05/2008	65460000	10101	145.00
a/c repair @ 1897ct	P-584207	0321	06/06/2008	65460000	10211	170.00
a/c repairs @ 2029tb & 1876tb	P-586673	0321	06/10/2008	65460000	10270	444.00
a/c repair @ 1888tb	P-586774	0321	06/18/2008	65460000	10106	244.00

Voyager Report

a/c repair @ 1959ct	P-586779	0321	06/18/2008	65460000	10109	272.00
a/c repair @ 1959ct	P-589334	0321	06/24/2008	65460000	10111	72.00
a/c repair @ 1876tb	P-589335	0321	06/24/2008	65460000	10303	200.00
a/c repair @ 1987ct	P-594467	0321	07/08/2008	65460000	10353	265.00
a/c repair @ 1912rf	P-594471	0321	07/03/2008	65460000	10361	190.00
a/c call @ 1917ct	P-594544	0321	07/10/2008	65460000	10374	85.00
a/c repair @ 1971ct	P-594546	0321	07/10/2008	65460000	10378	140.00
a/c repair @ 1863rf	P-594553	0321	07/10/2008	65460000	10376	140.00
a/c repair @ 5704rc	P-598223	0321	07/17/2008	65460000	10434	201.00
a/c repair @ 1996rf	P-598225	0321	07/17/2008	65460000	10414	206.50
a/c repair @ 1901ct	P-598237	0321	07/18/2008	65460000	10439	205.00
installation of a/c unit @ 1917c	P-599464	0321	07/17/2008	69450000	10415	562.00
a/c repair @ 1909ct	P-601221	0321	07/29/2008	65460000	10516	250.00
lit hot tank @ 1854rf	P-601222	0321	07/28/2008	65420003	10511	85.00

Vendor Ledger

Property=0321

Description	Tran#	Property	Invoice Date	Account	Invoice Number	Amount
a/c repair @ 1995ct	P-601224	0321	07/28/2008	65460000	10440	180.00
a/c repair @ 1917ct	P-601225	0321	07/28/2008	65460000	10485	313.00
a/c repair @ 1965rf	P-601226	0321	07/28/2008	65460000	10498	85.00
a/c repair @ 1963ct	P-601227	0321	07/25/2008	65460000	10491	205.00
a/c repair @ 5731rc	P-608408	0321	08/15/2008	65460000	10565	165.00
a/c repair @ 1983ct	P-610792	0321	08/19/2008	65460000	10584	160.00
a/c repair @ 1995ct	P-610811	0321	08/22/2008	65460000	10583	180.00
system check @ 1917ct	P-610861	0321	08/27/2008	65460000	10599	100.00
a/c repair @ 1917ct	P-610923	0321	08/20/2008	69450000	10569	630.00
lit hot tank @ 1930tb	P-619833	0321	09/09/2008	65410003	10622	85.00
lit hot tank @ 1903rf	P-619906	0321	09/16/2008	65420003	10669	85.00
Total (starn) - Starn's Heating & Cooling						26,307.00
						26,307.00

Tom: any desc. that says "lit hot water tank" or "r" is a direct result of Columbia shutting off the ap.



(614) 464-1111
3050 SWATZER AVENUE
COLUMBUS, OH 43219

PLUMBING • DRAIN CLEANING • SEWER LINES

DISPATCH	
TIME WINDOW	
ARRIVAL	7:00 / 4:15

INVOICE.

8926

CENSE # 14613

NEED HELP? PLEASE CALL US IF YOU ARE NOT SATISFIED FOR ANY REASON

STANDARD NAME		PHONE #		BILL TO		ID#		TYPE		DATE	
WEST LAKE FRANKLIN DBA Cammadox Creek		5744 Red CARBINATION DR		ADD PM 2		BELLING ADDRESS		<input checked="" type="checkbox"/> P <input type="checkbox"/> C <input type="checkbox"/> E <input type="checkbox"/> NG <input type="checkbox"/> RC <input type="checkbox"/> WP <input type="checkbox"/> V <input type="checkbox"/> RS <input type="checkbox"/> HOME WARE.		CALL # 358 317 TECH Tim M48702	
CITY / STATE / ZIP		GALLIWAY OH 44319		BELLING ADDRESS		BELLING ADDRESS		<input type="checkbox"/> HOME WARE.		TECH Tim M48702	

DIAGNOSIS & RECOMMENDATIONS

WATER CLEANING AND MAINTENANCE		ACCESS	REPAIRS	NO. 55	NO. 56	NO. 57	NO. 58	NO. 59	NO. 60	NO. 61	NO. 62	NO. 63	NO. 64	NO. 65	NO. 66	NO. 67	NO. 68	NO. 69	NO. 70	NO. 71	NO. 72	NO. 73	NO. 74	NO. 75	NO. 76	NO. 77	NO. 78	NO. 79	NO. 80	NO. 81	NO. 82	NO. 83	NO. 84	NO. 85	NO. 86	NO. 87	NO. 88	NO. 89	NO. 90	NO. 91	NO. 92	NO. 93	NO. 94	NO. 95	NO. 96	NO. 97	NO. 98	NO. 99	NO. 100																																									
101 KITCHEN SINK	111 UNDA	121 TYP	131 WATER HEATER	141 BELL FLIPS	151 HOT 04 1065	161 04 1065	171 04 1065	181 04 1065	191 04 1065	201 04 1065	211 04 1065	221 04 1065	231 04 1065	241 04 1065	251 04 1065	261 04 1065	271 04 1065	281 04 1065	291 04 1065	301 04 1065	311 04 1065	321 04 1065	331 04 1065	341 04 1065	351 04 1065	361 04 1065	371 04 1065	381 04 1065	391 04 1065	401 04 1065	411 04 1065	421 04 1065	431 04 1065	441 04 1065	451 04 1065	461 04 1065	471 04 1065	481 04 1065	491 04 1065	501 04 1065	511 04 1065	521 04 1065	531 04 1065	541 04 1065	551 04 1065	561 04 1065	571 04 1065	581 04 1065	591 04 1065	601 04 1065	611 04 1065	621 04 1065	631 04 1065	641 04 1065	651 04 1065	661 04 1065	671 04 1065	681 04 1065	691 04 1065	701 04 1065	711 04 1065	721 04 1065	731 04 1065	741 04 1065	751 04 1065	761 04 1065	771 04 1065	781 04 1065	791 04 1065	801 04 1065	811 04 1065	821 04 1065	831 04 1065	841 04 1065	851 04 1065	861 04 1065	871 04 1065	881 04 1065	891 04 1065	901 04 1065	911 04 1065	921 04 1065	931 04 1065	941 04 1065	951 04 1065	961 04 1065	971 04 1065	981 04 1065	991 04 1065	1001 04 1065
102 LAUNDRY LINE	112 GABUS TAP	122 CO	132 WATER CLOSET	142 SINK LEAKS	152 04 1065	162 04 1065	172 04 1065	182 04 1065	192 04 1065	202 04 1065	212 04 1065	222 04 1065	232 04 1065	242 04 1065	252 04 1065	262 04 1065	272 04 1065	282 04 1065	292 04 1065	302 04 1065	312 04 1065	322 04 1065	332 04 1065	342 04 1065	352 04 1065	362 04 1065	372 04 1065	382 04 1065	392 04 1065	402 04 1065	412 04 1065	422 04 1065	432 04 1065	442 04 1065	452 04 1065	462 04 1065	472 04 1065	482 04 1065	492 04 1065	502 04 1065	512 04 1065	522 04 1065	532 04 1065	542 04 1065	552 04 1065	562 04 1065	572 04 1065	582 04 1065	592 04 1065	602 04 1065	612 04 1065	622 04 1065	632 04 1065	642 04 1065	652 04 1065	662 04 1065	672 04 1065	682 04 1065	692 04 1065	702 04 1065	712 04 1065	722 04 1065	732 04 1065	742 04 1065	752 04 1065	762 04 1065	772 04 1065	782 04 1065	792 04 1065	802 04 1065	812 04 1065	822 04 1065	832 04 1065	842 04 1065	852 04 1065	862 04 1065	872 04 1065	882 04 1065	892 04 1065	902 04 1065	912 04 1065	922 04 1065	932 04 1065	942 04 1065	952 04 1065	962 04 1065	972 04 1065	982 04 1065	992 04 1065	1002 04 1065
103 WASH SINK	113 FLOOR DRAIN	123 AV	133 SINK DRAIN	143 SINK LEAKS	153 04 1065	163 04 1065	173 04 1065	183 04 1065	193 04 1065	203 04 1065	213 04 1065	223 04 1065	233 04 1065	243 04 1065	253 04 1065	263 04 1065	273 04 1065	283 04 1065	293 04 1065	303 04 1065	313 04 1065	323 04 1065	333 04 1065	343 04 1065	353 04 1065	363 04 1065	373 04 1065	383 04																																																														

VOICE

[illegible]

Agreement for Service: This Agreement for Service is by and between the Customer and the Company. The estimated price does not include sales or other tax, if any, or cover unknown parts or labor, which may be needed after the work begins. Written customer authorization will be obtained before beginning any additional or extended work. I authorize the performance of the work, subject to all the terms and conditions set forth on the reverse side hereof, plus any taxes upon completion. This invoice is due and payable upon receipt.

Signature: X _____

Additional Work: \$ _____

Initial: X _____

DATE: _____

APPROX. AGE: _____

SUB TOTAL	ORIG. EST.	(+ SALES TAX)

CODE #	DESCRIPTION OF SERVICES, PARTS, AND WORK PERFORMED	PAGE
	Checked Single wall Pipe	
	Pipe (OK) Reassembled	
	1 Checked Draft (Improved)	
	but still intermittent Down	
	Draft w/ warm Flue)	
	Extended 6" B-vent Above	
	Adjoining Roof - Approx 3'	
	w/ new B-vent Cap.	
	Rechecked Draft - No Down	
	Drafts at this time -	
	Labels / as per the 3 photos	4372
	PARTS	119.00
	No TDS.	
WARRANTY ITEM(S):	PARTS:	LABOR:
	PARTS:	LABOR:
	SUBTOTAL	
<input type="checkbox"/> CASH <input type="checkbox"/> CHECK # _____ <input type="checkbox"/> AUTH # / PO # _____	<input type="checkbox"/> RENEW <input type="checkbox"/> CHSP	
<input type="checkbox"/> VISA <input type="checkbox"/> M/C <input type="checkbox"/> DISC <input checked="" type="checkbox"/> AMEX <input type="checkbox"/> OTHER <u>A/R</u>	TRUCK & OPERATING SUPPLIES	\$15.00
CREDIT CARD # _____ EXP _____	COMMIT TAX	
I agree to the terms listed on the drawing and payment method.	TOTAL	556.00
Signature <u>[Signature]</u> Date <u>6-18-08</u>	If you have contact you about future offe	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation for the explanation of this right.

P. 3/9.
P. 1

[illegible]

October 30, 2008

The residents at 1913 CT** and 1855 CT both had their gas shut off for non-payment. Columbia Gas restored service to both units on Friday October 24, 2008. After restoring service to 1913 CT the water heater was "red tagged". The red tags reads "water heater is putting of 11 PPM of carbon monoxide out of lower door of water tank" Columbia instructed the resident to contact maintenance to make any necessary repairs.

Robert Reed, our Maintenance Technician, arrived around noon on Saturday October 24, 2008. He received a call from the resident saying she had no hot water. Upon arrival Robert lit the hot water tank and then used the CO detector to check for CO. He checked from the outside connection all the way to the appliance itself as well as the tank door and flue. The CO detector never beeped. (the resident was present for these readings) Columbia did turn the gas on to the appliance but did not light the pilot light.


I sent Don Weaver, our Maintenance Supervisor, to 1913 CT on Tuesday to do a "follow-up" check for CO. The resident was home, let him in and thanked him for the follow-up. Once again the CO detector detected no CO.

The water tank at 1855 CT tested negative for CO during the check on Saturday. Her pilot light was lit as well.

FYI - It is our policy to do a thorough check (as outlined above) for CO after an appliance is "red-tagged" by Columbia.

** CT = Cardinal Trail Drive, Galloway, OH 43119

Thank you,



Melissa Kauffman
Property Manager
Cameron Creek Apartments

October 2, 2008

On Friday September 26, 2008 we received a call from Leslie White, the resident at 1991 Cardinal Trail (CT). She called to tell us that her gas had been shut off for non-payment. She then paid what was due and now had a representative from Columbus Gas in her home to reestablish her gas service. She told us that Columbia had turned off her gas at the outside meter because a repair needed to be made.

After leaving her apartment the rep. for Columbia stopped by our office and told me that he would not reestablish her service because the regulator on the hot water tank had been installed improperly. I immediately called our Maintenance Supervisor, Don Weaver, who in turn contacted Rescue Rooter. After Rescue Rooter completed the repair on Monday September 29, 2008 the resident contacted Columbia who came back out on Tuesday September 30, 2008, turned the gas back on at the meter and then "red tagged" her hot water tank and furnace. At that time, our Maintenance Supervisor lit the water tank. (we do not have the red tag from this incident in our possession)

While Columbia was inside 1991 CT the resident downstairs at 1987 CT heard a chirp like noise and immediately assumed it was her carbon monoxide detector. She went upstairs and asked the Columbia rep. to check for CO2 in her apartment. The rep. tested the water tank, which read a "7", shut off the gas and red tagged the appliances. (copies of the "red tags" are attached)

Once outside, the resident next door at 1999 CT asked the rep. to check her tank while he was there. The Columbia rep. tested the water tank at 1999 CT, which read a "5", shut off the gas and red tagged the appliances. He then told her she had "40 gallons of hot water left." 1999 CT immediately called our office very concerned and "grateful to be alive". I informed her that we would contact Rescue Rooter and they would be out as soon as they could.

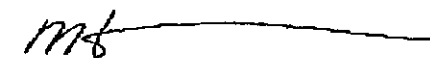
Upon arriving to 1987 CT on Wednesday October 1, 2008 Rescue Rooter flagged down a passing Columbia utility truck. Rescue Rooter asked the rep. from Columbia where they are testing and finding the CO2 leaks, this way Rescue Rooter would know where to look for a problem. The rep. for Columbia Gas told Rescue Rooter, that they were sticking the CO2 detector down at the hot water tank cover. (Our Maintenance Supervisor was present during this conversation)

When Rescue Rooter tested the water tank at 1987 CT they did not receive a CO2 reading. The resident was concerned that the CO2 tester may have been not working because it did not get a reading and said that she would just call Columbia back out. At that time Rescue Rooter blew into the tester and received a reading of "3", explaining to the resident that you exhale CO2. Once the resident saw that the tester was in fact working and Rescue Rooter provided a copy of the certificate of calibration (a copy of this certificate is attached) showing that it had just been calibrated that day, the resident was satisfied.

Rescue Rooter then serviced the water tanks at both units (1987 & 1999 CT) and both pilot lights were lit. (I have also attached a copy of this service order)

In addition, around 12:30pm yesterday a rep. from Columbia entered our office. He informed me that Columbia had received a CO2 call from 5612 Red Garnation (RC) and needed to enter that unit immediately. I told him that I could not just give him a key to ANY unit without permission from the resident. At that time he told me that if he was not granted entry into that apartment, he would call the fire department and they would bust down the door because this was being considered an emergency. After unsuccessfully reaching the resident at 5612 RC by phone I told the Columbia rep. to do what he had to do because I would not be granting him entry without the residents permission. He left the office and drove over to 5612 RC. As soon as he started out of the office the resident returned my call and gave us permission to let Columbia into her apartment. Our Maintenance Supervisor drove over and dropped off a key to Columbia. On his way back to return the key to the office, Rescue Rooter flagged him down and asked him about the CO2 testing procedures, (as stated in paragraph 5 of this document) Columbia then returned the key to 5612 RC to our Maintenance Supervisor who, as stated in paragraph 5, was with Rescue Rooter at 1987 CT. He told our Maintenance Supervisor that he had "red tagged" the appliances at 5612 RC.

That is all I have to report at this time.


Melissa Kauffman
Property Manager
Cameron Creek Apartments
(614) 853-1715

1

[illegible][illegible][illegible][illegible]

2008

2

PREVENTATIVE MAINTENANCE TRACKING REPORT

PREVENTATIVE MAINTENANCE ITEM	EVERY MONTH												
Lighting	DATE:	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
	BY:	ABC	ABC	ABC	ABC	ABC	ABC		ABC				

EVERY THREE MONTHS													
PREVENTATIVE MAINTENANCE ITEM		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Balconies	DATE: BY:												
Gas/Water Mains	DATE: BY:												
Pools and Spas	DATE: BY:												
FURNACE and FILTERS	DATE: BY:	12-16 A G				14-21 A G			15-19 A B				

EVERY SIX MONTHS													
PREVENTATIVE MAINTENANCE ITEM		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Fences	DATE: BY: DATE: BY:	 	 	 	2-1 0-14	 	 	 	 	 	 	 	
HVAC Units	DATE: 1-5-16 BY: DATE: BY:	 	 	 	 	14-21 0-22	 	 	1-8-16 0-15	 	 	 	
Smoke Detectors	DATE: BY: DATE: BY:	15-4 	 	 	 	 	 	 	 	 	 	 	
Structural	DATE: BY: DATE: BY:	 	 	 	 	 	 	 	 	 	 	 	
Water Intrusion	DATE: BY: DATE: BY:	 	 	 	 	 	 	 	 	 	 	 	

PREVENTATIVE MAINTENANCE ITEM		ANNUALLY											
	DATE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Backflow Devices	DATE: 1-12 BY: 62014												
Electrical Rooms	DATE: BY:												
Fire Extinguishers	DATE: BY:												
Gutter/ Downspouts	DATE: 4-14 BY: 62014					1-15 15-20							
Roofing	DATE: BY:												
Storm Drains	DATE: BY:												
Other	DATE: BY:												
Other	DATE: BY:												

PREVENTATIVE MAINTENANCE TRACKING REPORT

PREVENTATIVE MAINTENANCE ITEM	MONTH											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lighting	DATE:	2	13	19	4	12		12	2	12	17	22
	BY:	WALD	DLD	SW	SW	SW		SW	SW	SW	SW	SW

PREVENTATIVE MAINTENANCE ITEM	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Balconies	DATE: BY: DATE: BY: DATE: BY:											
Gas/Water Mains	DATE: BY: DATE: BY:											
Pools and Spas	DATE: BY: DATE: BY:											
TURNTABLE FILTERS	DATE: BY: DATE: BY:	1-8 KOB			11-24 KOB				7-5 KOB			10-2 KOB

[illegible][illegible]

2002

		EVERY MONTH											
PREVENTATIVE MAINTENANCE ITEM		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lighting	DATE:	2/23	2/7		1/3		2/1	1/9		3/1	2/6		
	BY:	ED	ED		ED		ED	HEATH		ED	ED		

PREVENTATIVE MAINTENANCE ITEM		EVERY THREE MONTH											
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Balconies	DATE: _____ BY: _____					9 7/24/10							
Gas/Water Mains	DATE: _____ BY: _____												
Pool and Spa	DATE: _____ BY: _____												
FURNACE ^{Boilers} FILTER	DATE: _____ BY: _____			8 9/15/10				11 10/1/10			14 10/15/10		

PREVENTATIVE MAINTENANCE ITEM		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Fences	DATE:				22								
	BY:				AKC								
HVAC Units	DATE:		28				28						
	BY:		SAE				AKC						
	DATE:		28				29						
	BY:		SAE				AKC						
Smoke Detectors	DATE:						30						
	BY:						AKC						
Structural	DATE:						30						
	BY:						AKC						
Water Intrusion	DATE:						30						
	BY:						AKC						

[illegible]

2005

[illegible][illegible][illegible][illegible]

		EVERY MONTH											
PREVENTATIVE MAINTENANCE ITEM		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Lighting	DATE:	1-2-80	3-9	4-2	5-25	6-9	7-6						12-6
	BY:	MR. AD	MR. AD	MR. AD	MR. AD	MR. AD	MR. AD						MR. AD

PREVENTATIVE MAINTENANCE ITEM		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Balconies	DATE: BY:			3-16-04		5-11-04		4-7-04					
	DATE: BY:			Done		Done		Done					
Gas/Water Mains	DATE: BY:				4-15								
	DATE: BY:				Done								
Pools and Spas	DATE: BY:			3-17-04			6-8		10-14			6-10	
PARKING	DATE: BY:			3-17-04			6-8		10-14			6-10	
Stairs	DATE: BY:			Done			Done		Done			Done	

[illegible][illegible]

Maintenance Log			Source of Information	
3/16/2006	1815	Cardinal Trail	Check for CO - cust has symptoms cust there 22:40 No CO levels turn hwt prv rd tg gas off to appl cst empl no heat.	Columbia Gas order detail
4/13/2006	1815	Cardinal Trail	lit water tank	Starners Heating & Cooling Log
			Need to have a self closing device on door and a air tight seal around it and bring make up air in from outside (2:22 pm)	Columbia Gas red tag
2/12/2007	1815	Cardinal Trail	re-lit water tank	Starners Heating & Cooling Log
6/9/2006	1819	Cardinal Trail	re-lit pilot light	Starners Heating & Cooling Log
11/28/2007	1839	Cardinal Trail	Need to have a self closing device on door and a weather tight seal around it. Need to bring make up air in from the outside. (5:45 pm)	Columbia Gas red tag
5/4/2007	1843	Cardinal Trail	re-lit water tank	Starners Heating & Cooling Log
5/23/2007	1843	Cardinal Trail	utility Room door needs to seal and self closing device installed need to seal open on old make up air vents/bring make up air from outside.	Columbia Gas order detail
1/25/2006	1847	Cardinal Trail	lit pilot light to water	Starners Heating & Cooling Log
2/9/2006	1847	Cardinal Trail	lit water tank	Starners Heating & Cooling Log
5/23/2007	1847	Cardinal Trail	Arlyna called for CN...go to rental office for access for pm appt...U8 GStankus/PA...SL MSA OK/HL PD OK/Left office know about red tags on appliances/riser information already done on this address	Columbia Gas order detail
6/21/2007	1847	Cardinal Trail	re-lit pilot light	Starners Heating & Cooling Log
7/11/2007	1847	Cardinal Trail	no heat call	Starners Heating & Cooling Log
4/10/2008	1847	Cardinal Trail	re-lit water tank	Starners Heating & Cooling Log
1/3/2008	1851	Cardinal Trail	Water heater is putting off carbon monoxide out of lower door. (7:55 pm)	Columbia Gas red tag
10/24/2008	1855	Cardinal Trail	Cn per Diana..adv all day appt. Someone will be there for access. Adv 18 + no dogs. U805373MVWERLIN/MI. Water heater putting off 6 ppm of CO. Red tag water heater.	Columbia Gas order detail
10/24/2008	1855	Cardinal Trail	Pls meet w/Jim Starnier, JR/wants to know what needs done here and wants this exp to him and how to fix/CL AHD for ACC-614-866-7576. Met with contractor to do venting and ventalation repairs due to AWH and GDF off of bathroom/539	Columbia Gas order detail
12/10/2007	1900	Cardinal Trail	Water heater is putting off 11 ppm of carbon monoxide out of lower door of water tank (8:27 pm)	Columbia Gas red tag
10/24/2008	1913	Cardinal Trail	Restore per agency, cust will be there for axS... U805736/DMCGREG/Call 05-3005... U904195/LMCGEE/PA AWH putting off 11 ppm of CO out of lower door/burn marks on front of tank	Columbia Gas order detail
10/24/2008	1913	Cardinal Trail		Columbia Gas order detail

Date	Address	Maintenance Performed	Source of Information
2/17/2007	1955	Cardinal Trail	Columbia Gas order detail
3/19/2008	1975	Cardinal Trail	Starners Heating & Cooling Log
		no heat call	
8/3/2006	1979	Cardinal Trail	Columbia Gas order detail
		Odor of gas throughout the house per Derek Lydelle/C#614-668-8609. X St. is Georgesville & Norton Rd. Access avail. Advd to evac. This is Cameron Creek Apts. TOC 10:27. SL MSA OK/HL Tiffed OK/Fixed leak on pilot tube on AWH/539	
9/30/2008	1987	Cardinal Trail	Columbia Gas red tag
9/30/2008	1987	Cardinal Trail	Columbia Gas order detail
9/30/2008	1987	Cardinal Trail	Columbia Gas order detail
9/26/2008	1991	Cardinal Trail	Columbia Gas order detail
9/30/2008	1991	Cardinal Trail	Columbia Gas Notice of Red Tag Condition Letter
9/22/2008	1985	Cardinal Trail	Columbia Gas order detail
		SL Bar test ok/HL leaks/equipment has a common vent in a multi story building red tag equipment if repairs not made/539	
No date	1995	Cardinal Trail	Columbia Gas Form C-3381
9/30/2008	1999	Cardinal Trail	Columbia Gas red tag
9/30/2008	1999	Cardinal Trail	Columbia Gas order detail
4/13/2006	5587	Red Carnation	Starners Heating & Cooling Log
9/20/2007	5587	Red Carnation	Columbia Gas "Sorry We Missed You" tag
9/20/2007	5587	Red Carnation	Columbia Gas order detail

Date	Address	Address	Maintenance Report	Source of Information
9/21/2007	5587	Red Carnation	No symptoms, no odor, private CO detected CO readings today Joy/WB the took dau to doctor today as follow-up to yesterday's PR, X-ST Georgesville Thornton's Gas Station/Adv evac/614-208-5025/no escaping gas/12:31.SMT/NCO Red tagged AWH & GDF for being installed off a bathroom need to bring air in from the outside/self closing device on door/whether tight seal around door/tenants daughter has CO in system per hospital/advise tenant and maintenance/539	Columbia Gas order detail
10/16/2007	5587	Red Carnation	re-fit pilot light	Stamer's Heating & Cooling Log
			Possible CO per Joy Heston Alt 614-208-5025, nearest X St Georgesville Rd, there for access, adv to evac, Cameron Creek Apts U801269/Chagnet/PA TOC 1620 Arrived on site at 1650.	Columbia Gas order detail
12/27/2007	5587	Red Carnation	Execute DC due to gas being shut off at tenants request on PR order from 12-27-2007.. U802161/JKing/PA	Columbia Gas order detail
12/27/2007	5587	Red Carnation	DC Date: 12/27/2007 Connect Per Heather go to the office for the key for access U800664/Tmoats/PA, turned on gas/red tagged equipment per Shawn Boughner/539	Columbia Gas order detail
1/3/2008	5587	Red Carnation	lit water tank	Stamer's Heating & Cooling Log
1/30/2008	5587	Red Carnation	re-fit pilot light	Stamer's Heating & Cooling Log
2/13/2008	5587	Red Carnation	Per Casey Winn, sister.. odor inside... #614-622-7363.. X St. Georgesville Rd. Caller not there 9:47AM. No odor found tiffed lines/gas came in window from turning gas on for unit below	Columbia Gas order detail
3/29/2008	5591	Red Carnation	re-fit pilot light	Stamer's Heating & Cooling Log
10/24/2007	5591	Red Carnation	re-fit pilot light	Stamer's Heating & Cooling Log
3/30/2008	5599	Red Carnation	re-fit pilot light	Stamer's Heating & Cooling Log
			Cust pd 194.00... someone will be there all day... no dogs HL	Columbia Gas order detail
11/29/2006	5603	Red Carnation	PD GD SL TST GS VNTS installed for proper comb air	Stamer's Heating & Cooling Log
5/23/2007	5603	Red Carnation	a/c leak	Stamer's Heating & Cooling Log
2/6/2007	5604	Red Carnation	replace ignitor	Stamer's Heating & Cooling Log
1/3/2006	5608	Red Carnation	see other tag	Columbia Gas red tag
			# 3 - defective vent or chimney; #6 - insufficient ventilation air; #11 - improperly located. CO readings from lower door on water heater - cannot be located in bathroom without air from outside & sealed. Self closing door. Furnace cannot be installed in bathroom without air from outside & sealed, self closing door. (1:30 pm)	Columbia Gas red tag
10/1/2008	5612	Red Carnation		Columbia Gas red tag

Date	Address	Unit/Room	Notes	Source of Information
10/1/2008	5612	Red Carnation	Per Tanika, children having headaches, CO detector alarming, apartment complex came and shut off, XS Norton, "Adv to Evacuate", TOC 1220..U805483/Dsurak/PA Complete	Columbia Gas order detail
10/14/2008	5619	Red Carnation	#6 - insufficient ventilation air; #11 - improperly located. (3:15pm)	Columbia Gas Notice of Red Tag Condition Letter
2/19/2008	5624	Red Carnation	no heat call	Starner's Heating & Cooling Log
4/10/2008	5624	Red Carnation	no heat call	Starner's Heating & Cooling Log
			Check CO. Cust reporting flu like symptoms ongoing, there, evac, Mary Ahmed, A/# 614-592-0449, XST Georgesville Rd. ... U800668/B.Or-PA TOC 1841. No odors detected at this time.	
10/1/2008	5631	Red Carnation	Per Tiffany..odor thru apt.#614-209-7210..adv to evac..7:44PM..U801010/Mpayne/PA. Off @ MV - HL LKS - Left card/adv cust	Columbia Gas order detail
11/1/2005	5632	Red Carnation	DC Date: 10/14/2008 RC per Mrs. Parsley there for access... U904586/CFISHER/PA. Talked to Larry Springer about checking AWH in units.	Columbia Gas order detail
10/24/2008	5632	Red Carnation	no heat call	Starner's Heating & Cooling Log
2/19/2008	5644	Red Carnation	lit hot water heater & furnace	Starner's Heating & Cooling Log
9/20/2006	5655	Red Carnation	Odor of gas inside through out hse co symptoms headaches per Amar A access avail. XST. Northern Rd. Adv to evac. TOC 12:38	Starner's Heating & Cooling Log
1/10/2006	5659	Red Carnation	Make up air from outside/self closing door/self sealing door/weather tight door	Columbia Gas order detail
3/29/2007	5675	Red Carnation	lit water heater	Columbia Gas red tag
4/12/2007	5675	Red Carnation	Gas whistling noise at meter per Janice. Customer was not home when I first arrived. She was waiting at the rental office. Sprayed setting out. Found nothing. Reg operating ok. Cust came home and explained the noise...which is caused from the warflex used in const..not our problem.	Starner's Heating & Cooling Log
2/16/2005	5700	Red Carnation	re-lit pilot light	Columbia Gas order detail
11/28/2007	5716	Red Carnation	Check National Fuel Gas Code book for proper installation of equipment off of a bathroom (9:15 am)	Starner's Heating & Cooling Log
10/30/2007	5724	Red Carnation	re-lit hot water tank	Columbia Gas red tag
12/11/2007	5724	Red Carnation	Need to bring air in from the outside and a weather tight seal around door with a self closing device on door. Check National Fuel Gas Code book for proper installation. (1:40 pm)	Starner's Heating & Cooling Log
9/21/2007	5728	Red Carnation	pm)	Columbia Gas red tag
11/28/2007	5728	Red Carnation	re-lit water tank	Starner's Heating & Cooling Log

Call Date		Call Time		Call Location		Source of Information	
4/26/2006	5735	Red Carnation	Need self closing device & weather tight seal on door and bring make up air from the outside. (1:42 pm)	Columbia Gas red tag			
5/19/2006	5735	Red Carnation	lit water tank	Starnes Heating & Cooling Log			
3/21/2007	5740	Red Carnation	hvac repair	Starnes Heating & Cooling Log			
2/19/2008	5743	Red Carnation	installed vent in furnace room per Columbia Gas	Starnes Heating & Cooling Log			
			Hears hissing & gas odor outside by meter per Kelly Altman. Meter reader, Ph#614-769-3533/Cross St. Cavago Dr., close to Norton Rd/TOC				
12/30/2008	5743	Red Carnation	1449/... U904153/AKMETKO/PA. El Clear... Possible high bill due to leak on outlet of mt.	Columbia Gas order detail			
			Odor by hot water tank/CO detector going off/per Wendy/614-312-0070/Alt#XST Georgesville/Cameron Creek Apts/Cust home/Adv evac/Secure pets, 2				
6/16/2008	5744	Red Carnation	cats/TOC440/U800724/L wilkes/PA Found readings upon arrival/vented out/no readings made safe @ 1740/556	Columbia Gas order detail			
3/12/2008	5759	Red Carnation	no heat call	Starnes Heating & Cooling Log			
			Water heater cannot be in bathroom without air from outside & sealed, solid self-closing door. Furnace cannot be in bathroom without air from outside & sealed, solid self closing door (12:50 pm)				
10/4/2008	5763	Red Carnation	Jeanee reports odor of gas inside bathroom. She will be there until 12:50. Front door will be unlock. Adv'd of no access. X St, Georgesville & Norton. (Cameron Creek Apts) 614-316-8261 Triston/PA (11:50) Complete	Columbia Gas red tag			
10/6/2008	5763	Red Carnation	re-lit furnace	Columbia Gas order detail			
10/18/2006	5767	Red Carnation	Investigate no gas at premise per Gabriel... all appliances affected... adv possible charge if not gas related... call ahead live 614-439-6206 for access... U801545/Gstankus/PA The gas appliances were red tagged earlier by Jpracher they have gas up to the stops//582	Starnes Heating & Cooling Log			
7/28/2008	1854	Red Forest	re-lit water tank	Columbia Gas order detail			
8/27/2008	1854	Red Forest	no heat call	Starnes Heating & Cooling Log			
2/13/2008	1866	Red Forest	lit hot tank	Starnes Heating & Cooling Log			
9/24/2008	1903	Red Forest	hvac repair	Starnes Heating & Cooling Log			
3/13/2007	1912	Red Forest	turn on gas & light water tank	Starnes Heating & Cooling Log			
10/12/2006	1924	Red Forest	lit water tank	Starnes Heating & Cooling Log			
3/12/2008	1924	Red Forest	water tank inspection	Starnes Heating & Cooling Log			
3/19/2008	1932	Red Forest	furnace repair	Starnes Heating & Cooling Log			
6/25/2008	1932	Red Forest	DC Date: 11/21/07 Lorena Langley CI to CN Posid verified Adv sec dep \$74.00 cus will be ava fro access gas on ok/gas appliances in bathroom/RT.	Starnes Heating & Cooling Log			
11/28/2007	1940	Red Forest		Columbia Gas order detail			

1/9/2008	1940	Red Forest	relight pilot light	Starmer's Heating & Cooling Log
			Infield per Jpracha to temp the service due to a non-haz lk on sig SJS/INT Nonhazardous lead on meter setting, need to make all necessary repairs to utility closet off bathroom, no test on HL/539	Columbia Gas order detail
2/8/2008	1941	Red Forest	Odor outside fit at door/there per Rebecca 871-0743. TWY/CUFF/IC. Made several repairs to meter setting/booth customers say they no longer smell it	Columbia Gas order detail
9/2/2008	1948	Red Forest	Found meter valve pin locked. Explained repairs needed to meet NFGC-AWH and GDF in bathroom. LC. Meter valve still locked.	Columbia Gas order detail
2/1/2008	1961	Red Forest	All lks rprd will be here for access/contact # 614-592-1689 if needed... Jessica Lowther./U800061/KABrown/PA SL bar test ok, HL PD ok, nonhazardous leak on meter setting, temp service off of 1941, 6" pipe doesn't supply adequate air needs to be 7" pipe up to attic/539 SL bar test ok, HL PD ok, nonhazardous leak on meter setting, temp service off of 1941, 6" pipe doesn't supply adequate air needs to be 7" pipe up to attic/539	Columbia Gas order detail
2/7/2008	1961	Red Forest	Gas Service Line Inspection Test Results; house line pressure test - test ok; service line pressure test - bar test ok; service notes: the 6" pipe coming down through the ceiling is not of adequate size. Needs to be at least a 7" pipe. (9:15 am)	Columbia Gas
2/8/2008	1961	Red Forest	SL Bar test ok, HL PD ok, nonhazardous leak on meter setting, temp service off of 1941, 6" pipe doesn't supply adequate air needs to be 7" pipe up to attic/539 ****Ok to send when cust calls in their lk repair	Columbia Gas order detail
2/8/2008	1961	Red Forest	furnace room repair - Columbia Gas	Starmer's Heating & Cooling Log
3/12/2008	1961	Red Forest	replaced combustion air pipe	Starmer's Heating & Cooling Log
3/12/2008	1961	Red Forest	furnace repair	Starmer's Heating & Cooling Log
6/25/2008	1961	Red Forest	Odor outside in middle of apt complex parking lot Cameron Creek Apts TWY/CUFF/IC Disp to Mossholder at 2220 Working on other PR from other caller in same neighborhood - odor in atmosphere	Columbia Gas order detail
9/2/2008	1965	Red Forest	no heat	Starmer's Heating & Cooling Log
1/8/2008	1972	Red Forest	no heat call	Starmer's Heating & Cooling Log
1/23/2008	1972	Red Forest	Per Andrea odor inside living room kitchen bedroom bathroom hallway..there for axs.#614-465-9106.XST Red Carnation Dr..Cameron Creek Apts.adv evac..TOC 16.12..U805290.Lsager.PA Fixed leak on furnace.	Columbia Gas order detail
8/18/2008	1972	Red Forest		

3/12/2008	1977	Red Forest	replace burner assembly	Stamer's Heating & Cooling Log
			CO detector alarming/headaches/recvd the COH letter for Cameron Creek Apartments, there, evac, Ms. Owens, Alt #614-516-5556, XST Georgeseville Rd. to W. Lake, ... U800668/B. Or/PA TOC 1659. No readings of CO at this time, shut off both apl and made safe	Columbia Gas order detail
9/19/2008	1981	Red Forest	Recn per Melissa Thomas... someone over 18 here for access. //PD F ULL BAL... DC Date 6/28/2007 Adv of SD of 81.00//KABrown/PA/U800061. Gas on ok/rt awt lks past stop	Columbia Gas order detail
7/3/2007	1992	Red Forest	Odor outside around the apartment. Stop by office so they can call the maintance... per Sherry... 614-853-1715... TCO1504... U122063/Sprocto/OH... this is Cameron Creek Apartments. Sprayed setting down..found one swivel leaking on meter...tightened...cap missing from reg..will return tomorrow with cap.	Columbia Gas order detail
5/16/2005	2000	Red Forest	#11 - Improperly located; If utility room is off of a bathroom must bring make up air in from outside and self closing device on door and weather tight seal around door. (1:45 pm)	Columbia Gas red tag
5/12/2006	1845	Trillium Bend Dr.	CN per Marianne, door will be unlocked for access, adv of sec dep. Left office know about utility room/SL MSA OK/HL PD OK	Columbia Gas order detail
5/12/2006	1845	Trillium Bend Dr.	re-ilt pilot light	Stamer's Heating & Cooling Log
5/25/2006	1845	Trillium Bend Dr.	re-ilt water tank	Stamer's Heating & Cooling Log
12/11/2007	1849	Trillium Bend Dr.	no heat call	Stamer's Heating & Cooling Log
4/10/2008	1849	Trillium Bend Dr.	added sealant & freon/ilt water tank	Stamer's Heating & Cooling Log
5/23/2007	1868	Trillium Bend Dr.	no heat - repaired & checked a.c. also	Stamer's Heating & Cooling Log
8/22/2007	1868	Trillium Bend Dr.	Carbon monoxide symptoms present sleepiness reported by Shirley Waybright. Adv to evac no odor of gas.	Columbia Gas order detail
1/11/2005	1869	Trillium Bend Dr.	Utility room off bathroom. You need to have a self closing device on door and a weather tight seal around it. Bring make up air in from outside. Check National Fuel Gas Code for proper installation (8:20 am)	Columbia Gas red tag
8/9/2007	1889	Trillium Bend Dr.	SL Bar test ok/HL leaks with appl. Off/adv them of equipment off bath room bring air in from out side/weather tight seal around door/self closing device on door/red tag if all repairs not made.	Columbia Gas order detail
8/21/2008	1889	Trillium Bend Dr.		Columbia Gas order detail

Call Number		Source of Information	
8/26/2008	1892	Trillium Bend Dr.	This is a common vent in a multi-story building. Need to bring up to code per National Fuel Gas Code book. Need to bring make up air in from the outside, have a sealed utility room with a self closing device on door. (10:00 am)
9/12/2007	1915	Trillium Bend Dr.	lit water tank
			Why no gas, all appliances affected, per Robert, adult home for access, work within 4 hours, ax's req'd, TOC 7:55AM, Front door unlocked if needed 614-622-1174, dog contained, U800633/Cbogs/PA U802643/MDeFrank/PA off due to appliances being in a bathroom setting and not the room not being up to code
1/30/2008	1919	Trillium Bend Dr.	Appliances in a bathroom setting need a selfclosing dr and the dr to be sealed/also the room needs ventilation air from outdoors/we are not estab. Gas in this apt complex till fixed
1/30/2008	1919	Trillium Bend Dr.	Off for leak 10 days. Do no 'cg' this order. Obtain read and inspec repairs complete, turn gas on. If repairs not made, select 'of' and account will be finaled. Appliances in a bathroom setting need a selfclosing dr and the dr to be sealed/also the room needs ventilation air from outdoors/we are not estab. gas in the apt complex till fixed
2/11/2008	1919	Trillium Bend Dr.	re-lit pilot light
2/13/2008	1927	Trillium Bend Dr.	re-lit water tank
9/24/2008	1930	Trillium Bend Dr.	re-lit water tank
11/29/2006	1934	Trillium Bend Dr.	lit water tank
3/13/2007	1934	Trillium Bend Dr.	Mrs Carter reporting odor of gas outside/someone will be there/XST Norton and Georgesville/Apt complex/Cameron Creek/614-218-2192 /U802156 Dashion/PA TOC 19:03. PR complete. 0% LEL in ambient air. MSA SL-ok, SL of next bldg South-ok. 0% LEL at meter settings, foundation, storm drain. 0% LEL along east side of parking lot across from 1943.
1/4/2008	1943	Trillium Bend Dr.	re-lit pilot light
5/25/2006	1950	Trillium Bend Dr.	doors need sealed automatic close outside air brought in (pm)
2/24/2006	1951	Trillium Bend Dr.	doors need sealed automatic close outside air brought in (pm)
2/24/2006	1951	Trillium Bend Dr.	Per Vera odor of gas in thru out apt adv to evac cust there alt phone 614-975-3019 XST Norton Cameron Creek Apts TOC 5:33P
2/24/2006	1951	Trillium Bend Dr.	

Columbia Gas red tag
Starnes's Heating & Cooling Log

Columbia Gas order detail

Columbia Gas order detail

Columbia Gas order detail

Starnes's Heating & Cooling Log

Starnes's Heating & Cooling Log

Starnes's Heating & Cooling Log

Starnes's Heating & Cooling Log

Columbia Gas order detail

Starnes's Heating & Cooling Log

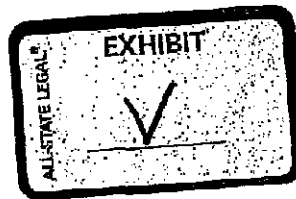
Columbia Gas red tag

Columbia Gas red tag

Columbia Gas order detail

Date		Address		Incident Description		Source of Information	
5/13/2007	1951	Trillium Bend Dr.		Odor of gas outside at meter per Vera/C#614-975-3019. XST Georgesville Rd. in Cameron Creek Apts. She is home for access. TOC 1424.. U800321/MLATS/PA See job order 50060281644		Columbia Gas order detail	
6/26/2007	1993	Trillium Bend Dr.		Need to follow NFGC for equipment room off of a bathroom (6:30 pm)		Columbia Gas red tag	
12/11/2005	1997	Trillium Bend Dr.		Per Kimberly states odor of gas thru out home 814-218-2478 left home/will watch for you/Amonaco/PA U121107 TOC 5:54 red tagged GDF/MSA OK		Columbia Gas order detail	
1/24/2007	5629	Westlake Dr.		repair gas line leak		Starners Heating & Cooling Log	
1/9/2008	5653	Westlake Dr.		no heat call		Starners Heating & Cooling Log	
8/6/2007	5693	Westlake Dr.		re-fit water tank		Starners Heating & Cooling Log	
10/7/2008	5693	Westlake Dr.		Will not turn on (6:30 pm)		Columbia Gas red tag	
4/10/2008	5721	Westlake Dr.		no heat call		Starners Heating & Cooling Log	
4/12/2007	5729	Westlake Dr.		repaired heat		Starners Heating & Cooling Log	
1/24/2007	1863			clean flame sensor & coil		Starners Heating & Cooling Log	
3/11/2006				door needs to have a weather tight seal, a self closing device on door and makeup air from the outdoor coming into utility room (8:48 am)		Columbia Gas red tag	
3/15/2006				#1 - Leak in gas piping; gas leaks past valve (4:30 pm)		Columbia Gas red tag	
3/29/2006				#11 - improperly located; need to have a self cleaning device on door and weather tight seal around door. Bring make up air in from outside. (9:36 am)		Columbia Gas red tag	
10/10/2006				Need to have a self closing device on door and a weather tight seal around it. Need to bring make up air in from the outside. (2:30 pm)		Columbia Gas red tag	
5/3/2007				Need to have a weather tight seal around door with a self closing device on it and bring make up air in from the outside (4:32 pm)		Columbia Gas red tag	
9/24/2007				Need to have a weather tight seal around door with a self closing device on it. Bring make up air in from the outside. Check National Fuel Gas Code book for installation. (10:10 am)		Columbia Gas red tag	
1/30/2008				meeting w/gas inspector - nonpermit inspection fee		Starners Heating & Cooling Log	
6/16/2008				#5 - Improper combustion and #6 - Insufficient ventilation air. Make up air must be supplied from outside (5:35 pm)		Columbia Gas red tag	
7/25/2008				Need to bring air in from the outside. Have a self closing device on door with a weather tight seal around door (12:11 pm)		Columbia Gas red tag	
7/28/2008				Need to bring combustion air in from the outside. Have a weather tight seal around the door with a self closing device on door. (11:20 am)		Columbia Gas red tag	

Date	Address	Address	Measurements Provided	Source of Information
9/11/2008			This is a common vent in a multi story building need to be brought of to code per National Fuel Gas Code. (10:47 am)	Columbia Gas red tag
9/19/2008			Need to have self closing device on door and weather strip seal around door and all combustion air be brought in from outdoors (5:05 pm)	Columbia Gas red tag
9/19/2008			Need to have a self closing device on door and a weather strip seal around door and all combustion air must be obtained from out doors (5:05 pm)	Columbia Gas red tag
9/23/2008			Venting system not up to National Fuel Gas Code requirements (4:54 pm)	Columbia Gas red tag



Columbia Gas[®]
of Ohio

A NiSource Company

200 Civic Center Drive
Columbus, OH 43215

September 15, 2008

CHRIS GIBSON
5633 WESTLAKE DR
GALLOWAY, OH 43119

An important Safety Message for residents of the Cameron Creek Apartments:

This letter is to inform you of a serious safety issue at the Cameron Creek Apartments. The problem involves both your water heater and furnace and can potentially get worse this fall when you begin using your furnace. Because of our safety concerns, Columbia Gas of Ohio plans to terminate gas service to the Cameron Creek Apartments beginning October 13, 2008.

Your gas appliances, combustion air supply and venting systems are the responsibility of the property owner. Columbia Gas of Ohio, however, has the responsibility under its operating procedures to ensure that gas service is provided in accordance with the National Fuel Gas Code (NFPA 54). The code is written to make sure that gas appliances are properly vented and get enough oxygen for the proper burning of the natural gas. If your appliances don't get enough oxygen, carbon monoxide is produced. Improper combustion can result in carbon monoxide (CO) poisoning, which can cause serious illness or death.

Columbia believes there are problems with improper combustion/ventilation/dilution air configurations at the Cameron Creek Apartments. For several months Columbia has been having discussions and meetings with representatives of the apartment owner to seek a solution to the problem. But we have yet to receive confirmation that any action has been taken to correct it. CO detectors have been installed, but this does not eliminate the hazardous situation and may not prevent CO poisoning.

As a result of the serious nature of these improper configurations Columbia has notified the complex owner that it will begin to terminate gas service to the Cameron Creek Apartments on October 13. Service will be restored to each apartment as soon as the necessary modifications are made so that code requirements are met and safety is ensured. We realize the inconvenience this will cause to apartment residents but feel this action is necessary to prevent a serious illness or death as a result of CO poisoning.

In the meantime we request that all residents make sure that their CO detectors are plugged in and in proper working order. If you or a family member shows any signs of CO poisoning, such as flu-like symptoms or a continuous headache, please evacuate the building and call 911 for emergency services.

If you have any additional questions about this safety alert please contact our call center at 1-800-344-4077.

Sincerely, Columbia Gas of Ohio

Thomas L. Hart

From: Kauffman, Melissa [Melissa.Kauffman@McCormackBaron.com]
Sent: Wednesday, October 08, 2008 10:45 AM
To: Thomas L. Hart
Subject: Cameron Creek delinquency update

I was wrong with my guess of 40 residents who have not paid rent. The exact count is 58. Our normal number delinquent this time of month is approx 20-25. Just an FYI. Thanks

Melissa Kauffman
Property Manager
Cameron Creek Apartments/0321
Ph (614) 853-1715
Fx (614) 853-2122

M-K 3

10/8/2008

CCA0162



Cameron Creek

October 2, 2008

Re: Tanika Mitnaul-Knight

To Whom It May Concern:

Tanika Mitnaul-Knight from 5612 Red Carnation Drive, called Cameron Creek Apartments today and said she contacted Columbia Gas in regards to her CO2 detector. She told me it was beeping yesterday and she was very concerned due to the letter she received from Columbia Gas. She said they tested her apartment for carbon monoxide and it tested positive. She also told me that she was having her kids tested later on today as well. She said she does not understand why Columbia Gas turned her gas off, obviously there is a major problem and she is not paying her rent until this matter gets resolved October 13, 2008.

Heather Jackson
Assistant Manager
Cameron Creek Apartments

we are breaking the lease
for 1956 Red Forest Ln. We
cannot take the chance of having
the gas shut off and not knowing
when it will be back on. We
have to small children.

C Harrison

RECEIVED
OCT 02 2008

BY: B. Reed

→ 2 apartment
1 storage
1 mail
4 Keys

MCCORMACK
BARON
RAGAN

LEASE

1. PARTIES:

THIS LEASE, made and entered into this 15 day of February, 2008, by and between
(Year)

McCormack Baron Ragan Management Services, Inc. as agent for Westlake/Franklin L.P.

(Property Name)

hereinafter referred to as "Lessor" whose address is 1900 Cardinal Trail Drive, Galloway OH 43119

and Shawn Harrison Cassie Harrison, who is(are) jointly and severally responsible under this Lease, hereinafter referred to as "Lessee."

2. LEASED PREMISES:

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Lessee to be observed and performed, the Lessor leases to the Lessee, and Lessee rents from Lessor, those certain improvements and premises (being hereinafter referred to as the "Leased Premises") located at:

Address <u>1956 Red Forest Lane</u>	Apt. No. <u>10-1956</u>	Unit No. <u>10-1956</u>
City <u>Galloway</u>	State <u>OH</u>	Zip <u>43119</u>

3. COMMENCEMENT AND ENDING DATE OF LEASE:

The term of this Lease shall begin on February 15, 2008 and end on January 31, 2009
both dates inclusive, unless sooner terminated as hereinafter provided. After the initial Lease term ends, the Lease will continue for successive terms of one month each unless terminated according to the conditions set forth in Paragraph 17 of this Lease.

4. RENT, FEES, CHARGES FOR LATE PAYMENTS, RETURNED CHECKS, ATTORNEY COSTS, AND DAMAGES:

A. Lessee agrees to pay Lessor at Lessor's office, or at such other place designated by Lessor, without prior demand therefore and without any deduction or set-off whatsoever, the annual rental amount of Eight Thousand One Hundred Forty Eight dollars and No/100 (\$ 8,148) in monthly installments of Six Hundred Seventy Nine dollars and No/100 (\$ 679) in advance or on the first day of the month. In addition, if the term of this Lease begins on any day except the first day of the month, Lessee shall pay a full month's rent in advance and will receive a \$ 0 credit for rent due on the first of the following month.

B. Lessee agrees to pay an additional fee for the optional service(s) of 0. This fee is to be paid in monthly installments of \$ 0 in advance of or on the first of the month.

C. All payments due under this Lease must be made by personal check, cashier's check or money order. Cash will not be accepted. Lessor's refusal to accept payment by means other than those stipulated within this Lease shall not constitute a waiver of any claims or actions Lessor may have against Lessee.

D. The Lessee shall pay any money required to be paid by Lessee under all other provisions of this Lease. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless, if not paid when due, be collectible with the next installment of rent hereafter falling due hereunder, but nothing herein shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of the Lessor.

E. If Lessee's rent is not received by the close of the fifth day of any month, Lessee shall pay as additional rent, the amount of \$ 50.

If Lessee's rent is not received by the close of the fifteenth (15th) day of any month, Lessee shall pay as additional rent, the amount of \$ 25. Hereby making the total late fee \$ 75.

In any event, the rent is due no later than the twentieth (20th) day of any given month. If rent is not paid by the twentieth (20th) legal action shall be initiated.

F. Lessee will be charged a fee of \$ 40 for a check that is not honored for payment by a financial institution. If Lessee's personal check is not honored for payment for any reason, then Lessee will be required to make all future payments by cashier's check or money order. This includes payment pursuant to any existing balance as well as all future payments due.

G. Lessee shall pay Lessor all Lessor's costs, damages and administrative expenses relating to breach of Lease on behalf of Lessee.

H. Lessee agrees to pay the cost, as defined in this paragraph, of repairing all damages to the Leased Premises and the property where it is located, beyond ordinary wear and tear, and all damages that are caused by the negligent or willful conduct of Lessee or occupants of the Leased Premises or their guests. The cost charged to Lessee will be Lessor's cost of the items replaced and/or materials used plus fifteen percent (15%), and Lessor's cost for labor. If a contractor other than Lessor makes the repairs, Lessee shall pay the full cost thereof. The cost of repairs under this paragraph is due within thirty (30) days after Lessor makes request for payment.

- J. Lessor's acceptance of rent (other than Lessee) will not constitute a waiver of any claims, or actions Lessor may have against Lessee. Any acceptance of rent from other than Lessee will not relieve Lessee of his duties and obligations to Lessor, including, but not limited to, the payment of rent and liability for any damages to the premises.

8. SECURITY DEPOSIT:

- A. To secure performance of this Lease, Lessee has paid Lessor a security deposit in the amount of \$ 149.00. Within thirty (30) days after termination of tenancy and Lessee's release of possession, Lessor shall return the full amount of the security deposit or withhold so much of the deposit as may be necessary to: (i) restore the premises to its condition at the beginning of the tenancy; (ii) remedy a default in the payment of rent or additional rent due under this Lease; or (iii) compensate the Lessor for actual damage sustained as a result of the Lessee's failure to give proper notice to terminate Lease or termination prior to the Lease expiration. Lessee shall remain liable for the cost of all damages, ordinary wear and tear excepted, remaining unpaid after Lessor's application of the security deposit. Lessee understands that liability for damages and rent due at time of move out is NOT limited to the amount of deposit and that the security deposit shall not be used for rent or other charges prior to terminating the occupancy.
- B. In the event of a refund of the security deposit and multiple Lessees, one refund check will be issued to the name listed as "Head of Household" on the rental application form.

9. DELAY IN DELIVERING POSSESSION, ABATEMENT OF RENT:

If for any reason the Lessor cannot deliver possession of the Leased Premises to the Lessee at the commencement of the Lease term, this Lease shall not be void or voidable, nor shall the Lessor be liable to the Lessee for any loss or damage resulting therefrom nor shall the term of this Lease be extended; in lieu of damages, rent shall be abated for the period between the commencement of the Lease term and the time when the Lessor delivers possession.

10. TRUTH OF LESSEES REPRESENTATIONS:

Lessee warrants that the information given by Lessee in the rental application is true. If such information is materially false, the Lessor may at Lessor's option terminate this Lease.

11. OCCUPANCY, USE OF APARTMENT, AND OBLIGATION TO COMPLY WITH RULES AND REGULATIONS:

- A. The Leased Premises shall be occupied solely for residential purposes by Lessee and those other persons specifically listed on the application as follows:

Name	<u>Shawn Harrison</u>	D.O.B.	<u>07/03/1982</u>	Relationship to Lessee	<u>Head of Household</u>	Sex	<u>Male</u>
Name	<u>Cassie Harrison</u>	D.O.B.	<u>09/21/1983</u>	Relationship to Lessee	<u>Spouse</u>	Sex	<u>Female</u>
Name	<u>Mackenzie Harrison</u>	D.O.B.	<u>09/09/2002</u>	Relationship to Lessee	<u>Dependant</u>	Sex	<u>Female</u>
Name	<u>Aiden Harrison</u>	D.O.B.	<u>09/27/2007</u>	Relationship to Lessee	<u>Dependant</u>	Sex	<u>Male</u>
Name		D.O.B.		Relationship to Lessee		Sex	
Name		D.O.B.		Relationship to Lessee		Sex	
Name		D.O.B.		Relationship to Lessee		Sex	
Name		D.O.B.		Relationship to Lessee		Sex	
Name		D.O.B.		Relationship to Lessee		Sex	
Name		D.O.B.		Relationship to Lessee		Sex	

B. Occupancy Standards:

- (i) **MAXIMUM OCCUPANCY.** Two (2) persons per bedroom.

Apartments with income restrictions must avoid underutilizing bedrooms. Therefore, a minimum occupancy of one person per bedroom will apply for such apartments.

- (ii) No more than three (3) unrelated adults may reside in an apartment.

- (iii) Unit size is determined at initial application and upon renewal. Any change in the occupancy in the Lease term must be approved in writing by the office of the site manager. Lessee shall be obligated to notify the site manager of the birth of any child or children to Lessee during the term of the Lease, and upon the receipt of such notification, the site manager shall add as authorized occupants the child or children born to Lessee during the term of this Lease. Lessee agrees that any change in the number of authorized occupants during the Lease term as the result of the birth of a child or children, may require relocation to a different unit at the expiration of the current Lease term to maintain compliance with the occupancy standards established by Lessor. (This change is required by Section 411.060 RSMo 1977.)

- (iv) The occupancy standard set forth herein must be complied with throughout the Lease term. In order to assure compliance with this standard, all persons initially residing in the unit must be approved in writing by the office of the site manager. This Lease will not be renewed or extended for any household in violation of this standard. Further, Lessee will be in violation of the Lease and subject to eviction proceedings if a person resides in the Leased Premises who is not listed on this Lease or who has not been approved in writing by the office of the site manager.

- C. Lessee and all occupants of the Leased Premises and Lessee's guest(s) shall comply with the "Rules and Regulations" that are to be considered a part of this Lease.

- D. Lessee agrees that the Lessee, members of the household and/or guests must not engage in or permit any criminal activity, including drug related criminal activity, whether in the above stated address or elsewhere on or near the apartment or apartment community, or any other unlawful activity in the above stated address or, on or near that apartment community. If Lessee, members of the household and/or guests are arrested for any unlawful activity, the Lease will be terminated in ten (10) days.

- E. Lessee shall not suffer nor commit any waste in or about the Leased Premises or building and shall at Lessee's expense keep the apartment in good order and repair, ordinary wear and tear excepted. On termination of this Lease, Lessee shall return the apartment to Lessor in like condition.
- F. Lessee agrees not to allow any excessive noise or any other objectionable behavior to disturb the peaceful occupancy and quiet enjoyment of other residents.
- G. Lessor reserves the right to regulate the use of all vehicle parking on the above apartment community and to require the registration of all such vehicles.
- H. Lessee shall not keep any domestic or wild animal or pet in, on, or about premises without the prior written consent of the Lessor.

9. **INCOME RESTRICTED APARTMENTS:**

Occupants of an income restricted apartment must annually comply with income, family composition, and student status certification requirements. Copies of all required income statements, including those furnished after the date of this Lease, shall be attached to and constitute a part of this Lease. If Lessee no longer qualifies under the requirements for the apartment, Lessee agrees to move within thirty (30) days of notification by Lessor. *CASPI* Initials by Lessee and date if provision is applicable.

10. **OCCUPANCY OF ACCESSIBLE UNIT.**

Lessee that does not have a permanent disability requiring accessible features, and resides in an accessible unit, agrees to move to the next available unit within thirty (30) days of notification by Lessor. *CASPI* Initials by Lessee and date if provision is applicable.

11. **LESSEE'S INSPECTION:**

Lessee hereby declares that Lessee has inspected the Leased Premises, the building and all related areas and grounds and that Lessee accepts the same in the condition in which they are now.

12. **LESSEE TO INSURE POSSESSIONS:**

Lessor is not an insurer of Lessee's person or possessions and Lessee will carry such insurance as Lessee deems necessary. Lessee further agrees that Lessor shall not be liable for any damage to Lessee or Lessee's property, or any other person occupying or visiting the Leased Premises or building, due to any act or negligence of any other Lessee or any other person within or about said building.

13. **ACCESS BY LESSOR:**

Lessee and Lessor agree that Lessor, upon giving reasonable advance notice of intention to enter the Leased Premises, may enter the Leased Premises to inspect same; make necessary or agreed repairs, decorations, alterations or improvements; supply necessary or agreed services; or exhibit the apartment to prospective residents, mortgagees, workmen or contractors, or as is otherwise necessary in the operation and protection of the building, its components or persons therein. Lessor shall be provided with and shall retain and use any copies of any keys necessary for access to the Leased Premises. Lessee agrees that Lessee's request for repairs shall be considered notice of Lessor's intention to enter the Leased Premises. Lessee further agrees that Lessor's receipt of Lessee's notice to vacate shall be deemed notice of Lessor's intention to enter for purposes of inspection and presentation to prospective residents (including installation of leasing signs).

The Lessee agrees that the Lessor, or Lessor's delegate, may enter the Leased Premises at any time without advance notification when there is an emergency such as fire, flood or other hazardous conditions or where there is reasonable cause to believe that an emergency exists. It is agreed and understood that for routine inspection, preventive maintenance procedures, or city code inspections, posting a written notice in the central mail delivery area and/or in a central utility area of the premises shall be regarded as notice to enter.

LESSEE'S ABSENCE:

Lessee shall notify Lessor of any anticipated extended absence from the premises in excess of seven (7) days, no later than the first day of such absence. During the absence, Lessor may enter the dwelling unit at times reasonably necessary for inspection to preserve the premises.

14. **ABANDONMENT**

If Lessor reasonably believes that Lessee has vacated the Leased Premises with no intention to reside therein; and rent has remained unpaid for thirty (30) days; and Lessor has posted written notice on the premises and mailed to Lessee's last known address by both first-class mail and certified mail, return receipt requested, a notice of Lessor's belief of abandonment; and no response is received from Lessee within ten (10) days from the date of posting and mailing of Lessor's notice, then Lessor may deem the premises and any personal property remaining therein to have been abandoned by Lessee and may terminate the Lease and enter the Leased Premises to perform necessary decorating and repairs and to re-lease the Leased Premises in accordance with the terms of this Lease. In this event, Lessor shall not be liable to Lessee for the removal and disposition of any personal property in the Leased Premises. (This change is required by Section 441.085 RSMo 1997).

15. **CONDEMNATION:**

If the whole or any substantial part of the Leased Premises is taken or condemned by any competent authority for any public use or purpose, the term of this Lease shall, at the option of the Lessor, be terminated upon the date when possession of the part so taken shall be required for such taking. Lessor shall be entitled to receive the entire condemnation award or damages without apportionment with Lessee. Rent shall be adjusted as of the date of Lessee's vacating as the result of such condemnation.

16. DAMAGE OR DESTRUCTION OF LEASED PREMISES:

If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty without fault or negligence by the Lessee, but are not thereby rendered untenantable in whole or in part, Lessor shall at its own expense cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the premises shall be rendered untenantable only in part, Lessor shall at its own expense cause the damage to be repaired, and the rent meanwhile shall not be abated. If the premises shall be rendered wholly untenantable by reason of such occurrence the Lessor shall at its own expense cause such damage to be repaired, and the rent meanwhile shall abate until the Leased Premises have been restored and rendered tenantable, or Lessor may at its election, terminate this Lease and the tenancy created by giving to Lessee within sixty (60) days following the date of said occurrence, written notice of Lessor's election to do so. In the event of such termination rent shall be adjusted as of such date. There shall be no abatement of rent in the event that damage to the premises is caused by Lessee, occupants of the Leased Premises, or their guests.

17. TERMINATION OF LEASE AND RETURN OF POSSESSION:

Upon the termination of this Lease or Lessee's right of possession, whether by lapse of time or otherwise, Lessee shall deliver immediate possession of the Leased Premises to Lessor and deliver all keys to the Lessor at the site management office, or as Lessor otherwise directs, which action shall establish the date and time of vacation of the Leased Premises by the Lessee.

This Lease, or any extension thereof, may be terminated at the end of the Lease term or any agreed extension thereof by Lessee giving written notice as per Paragraph 22 and as hereinafter stipulated. Vacate notices must have a definite vacate date. Notices with dates marked as tentative or showing a vacate date "spread" will not be accepted.

All such notices must be received by the office of the site manager by the first day of the month and are effective thirty (30) days after the first day of the month or at a later date, not to exceed sixty (60) days from the date of receipt, as stipulated in the notice.

If Lessee vacates the Leased Premises prior to the end of the Lease term or any agreed extension thereof, Lessee shall remain liable for all amounts due for the remainder of the term or agreed extension of this Lease. However, if Lessor releases the premises for a monthly rental that equals or exceeds Lessee's existing monthly rate then Lessee's obligation for the remaining rent shall cease as of the date of occupancy by the new Lessee. Such rent-to-rent obligation shall be prorated on a daily basis. Lessee shall remain liable for all other charges accrued pursuant to early termination of this Lease or any extension thereof.

Lessee agrees that in the event Lessee fails to vacate the Leased Premises upon termination of this Lease:

- (1) Lessee shall pay as liquidated damages for the entire time that possession is withheld a sum equal to two times the amount of rent herein reserved, pro-rated per day of such withholding, plus Lessor's actual damages resulting from such withholding; or
- (2) Lessor, at its sole option, may, upon giving Lessee written notice, extend the term of this Lease for a like period of time not to exceed one (1) year at such rate as Lessor has stated prior to said termination date; or
- (3) If Lessor fails to notify Lessee in writing within 45 days of said termination under either (1) or (2) above, Lessee's continued occupancy shall be as a month-to-month Lessee.

No action or failure to act by Lessor, except as herein provided, shall operate as a waiver of Lessor's right to terminate this Lease and Lessee's right of possession nor operate to extend the term thereof.

18. ASSIGNMENT, SUBLETTING AND RELETTING:

Lessee shall not sublet the apartment (nor any part thereof) and shall not assign this Lease and shall not permit any transfer of Lessee's interest by operation of law except with the Lessor's prior written consent.

19. MORTGAGE ON PROPERTY:

This Lease and the estate of Lessee shall be subject and subordinate to any present or future deeds of trust and mortgages on the real estate (or any part of it) upon which the Leased Premises is situated and to all advances upon the security of such deeds of trust and mortgages.

20. LESSEE'S DEFAULT AND LESSOR'S REMEDIES:

In the event of any failure of Lessee to pay any rent or additional rent due hereunder within five (5) days after the same shall be due; or in the event of any failure to perform any of the other terms or covenants of this Lease to be observed or performed by Lessee (including the terms of the Rules and Regulations described in Paragraph 8 above and made a part of this Lease), Lessor shall have the following remedies:

- (i) Lessor may terminate this Lease and the term created hereby, in which event Lessor may forthwith repossess the Leased Premises in accordance with law and Lessee agrees to pay to Lessor damages in an amount equal to the amount of rent provided in this Lease until the date of termination plus any other sum of money and damages owed by Lessee or provided by law; or
- (ii) Lessor may elect not to terminate this Lease but only Lessee's right of possession. Lessor may repossess the apartment in accordance with law, but such repossession will not reduce Lessee's obligation to pay rent hereunder for the full term. In such event, Lessor may relet the apartment as Lessee's agent and may make repairs, alterations and additions in or to the apartment and redecorate. Lessee shall on demand pay to Lessor damages and all Lessor's expenses of reletting. In the event the amount collected by Lessor from any reletting is not sufficient to pay the amount provided in the Lease to be paid by Lessee, Lessee shall pay to Lessor, as damages, the amount of each monthly deficiency; or
- (iii) All other remedies provided at law or in equity.

Lessee shall pay Lessor all Lessor's costs, expenses and attorneys fees pertaining to the enforcement of the covenants and agreements of this Lease, whether or not suit is filed.

21. REMEDIES CUMULATIVE, NON-WAIVER OF OBLIGATIONS:

- A. All rights and remedies given to Lessee or to Lessor shall be distinct, separate and cumulative, and the use of one or more thereof shall not exclude or waive any other right or remedy allowed by law, unless specifically limited or waived in this Lease.
- B. Lessee's obligation to pay rent during the term or any extension thereof or any hold-over tenancy shall not be waived, released or terminated by: the service of any notice; demand for possession; notice of termination of tenancy; institution of any action or ejectment; any judgement for possession; or any other act or acts resulting in termination of Lessee's right of possession.

22. NOTICES:

Notices, including those provided by statute, shall be in writing and shall be deemed to have been given when served by delivery in person or when mailed by United States mail, regular postage prepaid, addressed (i) if to Lessor, to the office of the site manager of the property; or (ii) if to Lessee, to the Leased Premises. If service is by mail, the date of mailing plus two days shall be deemed the date of delivery. Notices served in person on Lessee may be served if left with some person residing in or in possession of the apartment above the age of 18, and in the event of apparent abandonment the notice shall be served by posting same on the door to the apartment and by mail.

The Lessee is required to give a minimum of thirty (30) days written notice as per Paragraph 17 prior to vacating the premises.

23. UTILITIES:

Lessee agrees to maintain utility services for the Leased Premises, which may include adjacent exterior lighting. The utilities to be paid by Lessee are checked below:

☒ Gas ☐ Water ☐ Sewer ☐ Trash Removal ☒ Electric Telephone and Cable are the responsibility of Lessee.

24. ENTIRE AGREEMENT AND PARTIAL INVALIDITY:

The terms and conditions set forth in this Lease constitute the entire agreement between the Lessee and Lessor. No modification, waiver or amendment of this agreement shall be binding upon either the Lessor or Lessee unless made in writing and executed by both parties. However, Lessor may amend the Rules and Regulations referred to in Paragraph 8 above, without prior notice to or consent of Lessee and Lessee hereby acknowledges that Lessor shall at all times have and may exercise the authority to regulate reasonably the use of the property and the Leased Premises.

This Lease and its Attachments make up the entire agreement between the Lessee and the Lessor regarding the unit. If any Court declares a particular provision of this Lease to be invalid or illegal, all other terms and conditions of the Lease will remain in effect and both the Lessor and the Lessee will continue to be bound by them.

25. LEASE BINDING ON HEIRS:

All the covenants and the agreement of this Lease shall be binding upon and benefit the heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

26. ATTACHMENTS:

-Rental Application CH SPH Lessee Initials
 -Move-in Inspection Form CH SPH Lessee Initials
 -List of Charges CH SPH Lessee Initials
 -Income Certification (if applicable) CH SPH Lessee Initials
 -Lease Addendum CH SPH Lessee Initials
 -Other, specify: smoke detector CH SPH Lessee Initials
moisture & mold CH SPH Lessee Initials

27. WAIVER OF LIABILITY

Lessee hereby agrees that Lessor shall not be liable to Lessee, his family, guests, invitees, servants, or others for injury to or death of any person or pet, nor for loss or damage to property (including the property of Lessee) occurring in or about the Leased Premises from any cause whatsoever, even if the cause or damages or injuries are alleged to be the fault or caused by the negligence or carelessness of the Lessor. CH SPH (Lessee(s) Initials) (Language taken from Warren vs. Paragon Technologies Group, Inc.)

28. SIGNATURES:

LESSEE(S):

By: Cristie HarrisonDate: 2-15-08By: [Signature]Date: 2-15-08

Date: _____

LESSOR:

By: MLDate: 2-15-08



Better Business Bureau serving Central Ohio
1169 Dublin Rd.
Columbus, OH 43215
Tel: (614) 486-6336 / (800) 759-2400 Fax: (614) 486-6631

October 21, 2008

Ms. Melissa Kauffman, Property Manager
Cameron Creek Apartments
1900 Cardinal Trail Dr
Galloway, OH 43119-8495

RE: Case # 70050523: Ms. Valerie Owens

Thank you for your cooperation in responding to the above consumer's complaint.

Following our usual procedure, we notified the consumer of your response and requested notification of whether or not a satisfactory resolution had been reached. The consumer did not notify our office and, therefore, we are closing the case as assumed resolved.

Please note, in the event the consumer should contact the BBB once again regarding this issue, your office may be contacted to review any new or additional information we've received from the consumer.

Your BBB remains at your service.

Review reports online anytime. Visit your BBB at www.centralohiobbb.org or www.bbb.org

Help instill public confidence in responsible businesses and charities by using your BBB services and programs:

- Find BBB Accredited Businesses and Charities
- Request a Quote from BBB Accredited Businesses
- Check out Business Reliability Reports before you buy
- Review Charity Wise Giving Reports before you donate
- Access Resource Library Tips & Articles
- Receive News & Alerts on Scams
- Schedule a BBB Speaker for meetings and events
- Nominate Businesses and Charities for Integrity Awards
- Encourage Students of Integrity Scholarship participation
- Join our Leadership and Character Partnerships
- Spread the word about BBB Military Line

Thank you for the opportunity to be of service.

Please let us know if you have suggestions regarding how we might improve.

Again thank you for your cooperation.

Sincerely,

Joseph Mullin
Dispute Resolution Consultant
BBB

Oct. 27. 2008 9:37AM

No. 9832 P. 3

Complaint Department
jmullin@columbus-ohbbb.org

CCA0164

Better Business Bureau serving Central Ohio**COMPLAINT ACTIVITY REPORT Case # 70050523**

Consumer Info: Owens, Ms. Valerie
1981 Red Forest Lane
Galloway, OH 43119
- 614 516-5556

Business Info: Cameron Creek Apartments

614 853-1715

Consumer's Original Complaint :

I recieved a letter from Columbia Gas of Ohio stating that they will be turning off the gas in every unit of Cameron Creek Apts starting on Oct. 13th. It is stated in the letter that the conditions we are living in are dangerous as there is improper ventilation for the furnace and water heater. I called Cameron Creek rental office to obtain answers as I am extremely concerned and was told by Rental Agent Heather, that I need to disregard the letter from the Gas company. She was very abrasive and rude. She refused to answer any of my questions. I then called the gas company to inquire. The representative from the Gas company asked me several questions according to my response to these questions she sent a technician out IMMEDIATELY. The tech came in and shut off my gas, he said the condition was very dangerous and instructed me to NOT LIGHT THE PILOT LIGHTS. He said because of the improper/not up to code venting system, I am at great risk for carbon Monoxide Poisoning. I informed him that last winter my Carbon Monoxide Detector kept going off all winter. I, at that time, had called the rental office to inform them, they sent out a maintenance man to assess the situation. After that it never went off again. The gas technician then took off the cover of the Carbon Monoxide Detector and discover it had been DISCONNECTED! Also the battery had been removed. I have placed a call to the corporate office, McCormack, Baron, and Ragan and no one has called me back. The gas tech also said that they WILL in fact be disconnecting all gas services to Cameron Creek Apts on starting on Oct 13, 2008. The letter from Columbia gas states that Cameron Creek refuses to correct/repair the ventilation problems and that's why they are disconnecting all of the units' gas.

Consumer's Desired Resolution:

I would like this ventilation system fully repaired. I would like to add that no one ever mentioned this situation to me upon renting this apartment. I would like a full refund of all monies I have paid.

BBB Processing

09/20/2008 web BBB Complaint Received by BBB
09/22/2008 jem BBB Complaint Validated by BBB Operator
09/22/2008 Otto MAIL Send Acknowledgement to Consumer
09/22/2008 Otto MAIL Inform Business of Complaint
10/06/2008 OttoBBB No response to first notice to business
10/06/2008 OttoMAIL Consumer - Have You Heard From the Company
10/06/2008 OttoMAIL Second Notice to Business
10/06/2008 OttoBBB Second Notice to Business - Inform Primary Contact
10/08/2008 WEBBBB RECEIVE BUSINESS RESPONSE : Contact Name and Title: Thomas L. Hart, Attorney

Contact Phone: 614-340-7145

Contact Email: thart@wileslaw.com

October 8, 2008

Mr. Joseph Mullin

Dispute Resolution Consultant

BBB Complaint Department

Better Business Bureau of Central Ohio

1169 Dublin Road

Columbus, Ohio 43215

Dear Mr. Mullin:

I am responding to the complaint of Ms. Valerie Owens, Case Number 70050523 received by the Better Business Bureau on September 20, 2008, on behalf of Ms. Melissa Kauffman, Property Manager of the Cameron Creek Apartments ("Cameron Creek") in Galloway, Ohio.

Ms. Kauffman did not receive the complaint until October 6, 2008, thus this response does not meet the requested timeframe for responding in your September 23, 2008 letter. Please be assured that Ms. Kauffman and Cameron Creek fully intend to participate in the Bureau's dispute resolution process and we hope that this response will meet your requirements.

By way of background information, Cameron Creek has been in a dispute with Columbia Gas of Ohio ("Columbia") for the last 21 months regarding code compliance and the functioning of gas appliances. Columbia's position is based on its view of which building code should apply to the apartment complex, and its position that current codes are better and should apply to the ten-plus year old buildings, rather than any verified and documented safety threat.

The dispute has led to the filing of a formal complaint by the owners of Cameron Creek at the Public Utilities Commission of Ohio, asking among other things to enjoin Columbia from terminating gas service. Columbia has most recently sent alarming letters to all residents outlining their claims of unsafe conditions and the threat of the termination of gas service on October 13th. Based on Columbia's almost continual claims and communications to residents about the dangers of carbon monoxide in the apartments, claims that Cameron Creek vigorously disputes, last March, the property management company installed hard-wired carbon monoxide detectors in each apartment that include a battery back up function.

A review of the maintenance history of Ms. Owens' apartment reveals several service matters over the last year or so, but no service related call or action related to her smoke or carbon monoxide alarm units. There is no evidence or reason to suggest that Cameron Creek's maintenance staff would disable such devices. In actuality, based on the dispute with Columbia, Cameron Creek took the proactive step of installing the carbon monoxide detectors and has a strong incentive to make sure they function properly to protect its residents. Cameron Creek's maintenance staff constantly re-install detectors and batteries as it is common for residents to disable them.

Cameron Creek is unable to explain how the detector in Ms. Owens unit was disabled, except that it was not disabled by Cameron Creek staff. Cameron Creek has recently witnessed several visits from Columbia where communications with residents have been alarming but no documentation of an actual safety issue has been forthcoming. Based on the most recent pattern of Columbia visits, I ask to review any evidence or written record of carbon monoxide readings by Columbia in Ms. Owens' apartment, in order to further evaluate the claims made.

Cameron Creek has re-assured Ms. Owens that her apartment's gas appliances are safe through the following actions:
 ??? Gas appliances were installed after review, inspection, permitting and approval for occupancy by the Columbus Building Department, the regulatory authority that by law oversees building and occupancy safety at the local level.

??? The apartment complex has over a ten year operating history with no carbon monoxide or gas appliance safety incidents.

??? Early in the year, Cameron Creek asked the Columbus Building Department's Supervisor of Mechanical Inspections to visit the complex and review the functioning of gas appliances and the appropriate code. Again, it is the Columbus Building Department, which by law determines both code compliance and building safety, not Columbia.

??? Columbus Building Department found and put in writing the opinion that the gas appliances were in good working condition, were operating as approved and permitted, and that no unsafe condition existed or was likely in the future. (See attached letter of January 22, 2008 from Ms. Cheryl Roahrig.)

??? Cameron Creek has most recently performed random checks of eleven units utilizing, outside, third-party licensed HVAC and plumbing technicians and found no safety issues, no evidence of carbon monoxide and that gas appliances are operating properly and per the code as approved by Columbus Building Department.

Cameron Creek will immediately contact Ms. Owens to set up a similar evaluation and investigation of her unit by outside, licensed technicians to re-assure the safe operation of gas appliances and to restore the functioning of her detectors. I note that based on Columbia's position and communications at Cameron Creek, Ms. Owens concerns are understandable, but Cameron Creek strongly disagrees with Columbia's claims and actions. Perhaps the best approach for Ms. Owens is to do her part to keep her smoke alarms and carbon monoxide detectors functional and contact the Cameron Creek property management or maintenance staff if a problem with the units arises.

We ask that any evidence provided to Ms. Owens by Columbia be provided to the property management staff for evaluation.

Cameron Creek will not act on Ms. Owens' request for payment. We will also be communicating directly to Ms. Owens that her rent is due and payable under the terms of her lease.

Thank you for your consideration in allowing us to respond. Please contact me directly to answer any further questions at (614) 340-7415.

Sincerely,
 Thomas L. Hart
 Attorney at Law,

Attachments to be sent via regular mail

10/09/2008	jem MAIL OTTO Forward Business response to Consumer
10/21/2008	OttOBBS No Consumer Response- Assumed Resolved with Letter
10/21/2008	OttOBBS Inform Business - Case Closed ASSUMED RESOLVED
10/21/2008	OttOBBS Case closed - Assumed RESOLVED



Better Business Bureau serving Central Ohio
1169 Dublin Rd.
Columbus, OH 43215
Tel: (614) 486-6336 / (800) 759-2400 Fax: (614) 486-6631

September 23, 2008

Ms. Melissa Kauffman, Property Manager
Cameron Creek Apartments
1900 Cardinal Trail Dr
Galloway, OH 43119-8495

RECEIVED
OCT 06 2008

BY: _____

RE: Case # 70050523: Ms. Valerie Owens

Thank you for this opportunity to help your business with a complaint BBB received on September 22, 2008 from Valerie Owens and assigned case# 70050523.

By submitting this complaint to BBB, the consumer acknowledged that in order to assist in processing their complaint they authorized BBB to share their complaint with the business involved. And they authorized the Business to share what may be non-public information about them with BBB.

BBB realizes there are two sides to every story. Please share your current position with our BBB by October 3, 2008 to help us understand what happened and so we can update the consumer.

Sometimes a company's explanation is all BBB needs to help a consumer understand how the terms and conditions of the business transaction have been fulfilled. Other times, BBB helps a company convey an offer or adjustment in the interest of customer service and preserving trust in the marketplace. The fastest and easiest way to respond to and review this complaint, is to use the web link below embedded with the case number and a password BBB provides only to your business. Type the link into your web browser, or click on it to go directly to the complaint online and enter your response:

<http://centralohio.bbb.org/complaint/view/70050523/b/08296eff6d>

Several exchanges of information may be needed as part of the dispute resolution process, and we appreciate your patience when this happens. BBB resolves most complaints within 30 days. We invite you to review all of the options BBB offers to help resolve complaints at www.dr.bbb.org/ComSenseAlt. These include conciliation, mediation and arbitration.

While BBB is trying to help resolve this complaint, we generally will not include information about it in the BBB reliability report available to the public on your business. When our dispute resolution efforts are complete, this complaint most likely will be detailed in the report. BBB reports may be viewed anytime online at www.bbb.org.

You can also review your company's entire customer experience history with our BBB online anytime through the MyComplaints website interface. Contact me to obtain more information about access to MyComplaints.

Sincerely,

Joseph Mullin, Dispute Resolution Consultant
BBB Complaint Department



Better Business Bureau serving Central Ohio
1169 Dublin Rd.
Columbus, OH 43215
Tel: (614) 486-6336 / (800) 759-2400 Fax: (614) 486-6631

October 6, 2008

Ms. Melissa Kauffman, Property Manager
Cameron Creek Apartments
1900 Cardinal Trail Dr
Galloway, OH 43119-8495

RE: Case # 70050523: Ms. Valerie Owens

Previously our office provided your company with a letter of complaint from the consumer listed above. Our records indicate that we have not yet received a response from you in this matter. The details of the consumer's concern are attached herein. Please review this matter and advise us of your position.

As a neutral third party, the BBB can help to resolve the matter. Often complaints are a result of misunderstandings that a company wants to know about and correct.

In the interest of time and good customer relations, please provide the BBB with written verification of your position in this matter by October 16, 2008. Your prompt response will allow BBB to be of service to you and your customer in reaching a mutually agreeable resolution. Please inform us if you have contacted your customer directly and already resolved this matter.

The BBB develops and maintains Reliability Reports on companies in our service area. This information is available to the public and is frequently used by potential customers. Your cooperation in responding to this complaint becomes a permanent part of your file with the BBB. Failure to promptly give attention to this matter may be reflected in the report we give to consumers about your company.

We encourage you to use our ONLINE COMPLAINT system to respond to this complaint. The following URL (website address) below will take you directly to this complaint and you will be able to enter your response there:

<http://centralohio.bbb.org/complaint/view/70050523/b/08296eff6d>

If you are unable to respond using the internet, then please respond in writing by fax or postal mail to the address above.

We look forward to your prompt attention to this matter.

Sincerely,

Joseph Mullin
Dispute Resolution Consultant
BBB Complaint Department
jmullin@columbus-ohbbb.org

RECEIVED
OCT 10 2008

BY: _____

Better Business Bureau serving Central Ohio**COMPLAINT ACTIVITY REPORT Case # 70050523**

Consumer Info: Owens, Ms. Valerie
1981 Red Forest Lane
Galloway, OH 43119
- 614 516-5556

Business Info: Cameron Creek Apartments

614 853-1715

Consumer's Original Complaint :

I recieved a letter from Columbia Gas of Ohio stating that they will be turning off the gas in every unit of Cameron Creek Apts starting on Oct. 13th. It is stated in the letter that the conditions we are living in are dangerous as there is improper ventilation for the furnace and water heater. I called Cameron Creek rental office to obtain answers as I am extremely concerned and was told by Rental Agent Heather, that I need to disregard the letter from the Gas company. She was very abrasive and rude. She refused to answer any of my questions. I then called the gas company to inquire. The representative from the Gas company asked me several questions according to my response to these questions she sent a technician out IMMEDIATELY. The tech came in and shut off my gas, he said the condition was very dangerous and instructed me to NOT LIGHT THE PILOT LIGHTS. He said because of the improper/not up to code venting system, I am at great risk for carbon Monoxide Poisoning. I informed him that last winter my Carbon Monoxide Detector kept going off all winter. I, at that time, had called the rental office to inform them, they sent out a maintenance man to assess the situation. After that it never went off again. The gas technician then took off the cover of the Carbon Monoxide Detector and discover it had been DISCONNECTED! Also the battery had been removed. I have placed a call to the corporate office, McCormack, Baron, and Ragan and no one has called me back. The gas tech also said that they WILL in fact be disconnecting all gas services to Cameron Creek Apts on starting on Oct 13, 2008. The letter from Columbia gas states that Cameron Creek refuses to correct/repair the ventilation problems and that's why they are disconnecting all of the units' gas.

Consumer's Desired Resolution:

I would like this ventilation system fully repaired. I would like to add that no one ever mentioned this situation to me upon renting this apartment. I would like a full refund of all monies I have paid.

BBB Processing

09/20/2008	web BBB Complaint Received by BBB
09/22/2008	Jem BBB Complaint Validated by BBB Operator
09/22/2008	Otto MAIL Send Acknowledgement to Consumer
09/22/2008	Otto MAIL Inform Business of Complaint
10/06/2008	OttoBBB No response to first notice to business
10/06/2008	OttoMAIL Consumer - Have You Heard From the Company
10/06/2008	OttoBBB Second Notice to Business
10/06/2008	OttoBBB Second Notice to Business - Inform Primary Contact

**WILES, BOYLE,
BURKHOLDER &
BRINGARDNER**
Co., LPA
ATTORNEYS AT LAW

300 Spruce Street, Floor One
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Facsimile: 614/221-5692
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BRUCE H. BURKHOLDER

DALE D. COOK
MARY TEN EYCK TAYLOR
JAY B. EGGSPUEHLER**
EUGENE L. HOLLINS
WILLIAM B. BENSON
SAMUEL M. PPINO***
C. WILLIAM KLAUSMAN
THOMAS L. HART
JAMES M. HUGHES

BRIAN M. ZETS
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J. COREY COLOMBO
CHRISTOPHER G. PHILLIPS
LAUREN S. BRILL
NEL C. SANDER
JENNIFER B. CASTO
ALICIA E. ZAMBELLI

ARTHUR W. WILES
(1908-1969)
THOMAS A. DOUCHER
(1908-1991)

*ADMITTED IN OHIO
AND FLORIDA
**ADMITTED IN OHIO,
NEW YORK AND THE
DISTRICT OF COLUMBIA
JAY B. EGGSPUEHLER, ESQ., LLC
***ADMITTED IN OHIO AND
PENNSYLVANIA

October 8, 2008

Mr. Joseph Mullin
Dispute Resolution Consultant
BBB Complaint Department
Better Business Bureau of Central Ohio
1169 Dublin Road
Columbus, Ohio 43215

Dear Mr. Mullin:

I am responding to the complaint of Ms. Valerie Owens, Case Number 70050523 received by the Better Business Bureau on September 20, 2008, on behalf of Ms. Melissa Kauffman, Property Manager of the Cameron Creek Apartments ("Cameron Creek") in Galloway, Ohio.

Ms. Kauffman did not receive the complaint until October 6, 2008, thus this response does not meet the requested timeframe for responding in your September 23, 2008 letter. Please be assured that Ms. Kauffman and Cameron Creek fully intend to participate in the Bureau's dispute resolution process and we hope that this response will meet your requirements.

By way of background information, Cameron Creek has been in a dispute with Columbia Gas of Ohio ("Columbia") for the last 21 months regarding code compliance and the functioning of gas appliances. Columbia's position is based on its view of which building code should apply to the apartment complex, and its position that current codes are better and should apply to the ten-plus year old buildings, rather than any verified and documented safety threat.

The dispute has led to the filing of a formal complaint by the owners of Cameron Creek at the Public Utilities Commission of Ohio, asking among other things to enjoin Columbia from terminating gas service. Columbia has most recently sent alarming letters to all residents outlining their claims of unsafe conditions and the threat of the termination of gas service on October 13th. Based on Columbia's almost continual claims and communications to residents about the dangers of carbon monoxide in the apartments, claims that Cameron Creek vigorously disputes, last March, the property management company installed hard-wired carbon monoxide detectors in each apartment that include a battery back up function.

A review of the maintenance history of Ms. Owens' apartment reveals several service matters over the last year or so, but no service related call or action related to her smoke or carbon monoxide alarm units. There is no evidence or reason to suggest that Cameron Creek's maintenance staff would disable such devices. In actuality, based the dispute with Columbia, Cameron Creek took the proactive step of installing the carbon monoxide detectors and has a strong incentive to make sure they function properly to protect its residents. Cameron Creek's maintenance staff constantly re-install detectors and batteries as it is common for residents to disable them.

Cameron Creek is unable to explain how the detector in Ms. Owens unit was disabled, except that it was not disabled by Cameron Creek staff. Cameron Creek has recently witnessed several visits from Columbia where communications with residents have been alarming but no documentation of an actual safety issue has been forthcoming. Based on the most recent pattern of Columbia visits, I ask to review any evidence or written record of carbon monoxide readings by Columbia in Ms. Owens' apartment, in order to further evaluate the claims made.

Cameron Creek has re-assured Ms. Owens that her apartment's gas appliances are safe through the following actions:

- Gas appliances were installed after review, inspection, permitting and approval for occupancy by the Columbus Building Department, the regulatory authority that by law oversees building and occupancy safety at the local level.
- The apartment complex has over a ten year operating history with no carbon monoxide or gas appliance safety incidents.
- Early in the year, Cameron Creek asked the Columbus Building Department's Supervisor of Mechanical Inspections to visit the complex and review the functioning of gas appliances and the appropriate code. Again, it is the Columbus Building Department, which by law determines both code compliance and building safety, not Columbia.
- Columbus Building Department found and put in writing the opinion that the gas appliances were in good working condition, were operating as approved and permitted, and that no unsafe condition existed or was likely in the future. (See attached letter of January 22, 2008 from Ms. Cheryl Roahrig.)
- Cameron Creek has most recently performed random checks of eleven units utilizing, outside, third-party licensed HVAC and plumbing technicians and found no safety issues, no evidence of carbon monoxide and that gas appliances are operating properly and per the code as approved by Columbus Building Department.


Cameron Creek will immediately contact Ms. Owens to set up a similar evaluation and investigation of her unit by outside, licensed technicians to re-assure the safe operation of gas appliances and to restore the functioning of her detectors.

I note that based on Columbia's position and communications at Cameron Creek, Ms. Owens concerns are understandable, but Cameron Creek strongly disagrees with Columbia's claims and actions. Perhaps the best approach for Ms. Owens is to do her part to keep her smoke alarms and carbon monoxide detectors functional and contact the Cameron Creek property management or maintenance staff if a problem with the units arises.

We ask that any evidence provided to Ms. Owens by Columbia be provided to the property management staff for evaluation. Cameron Creek will not act on Ms. Owens' request for payment. We will also be communicating directly to Ms. Owens that her rent is due and payable under the terms of her lease.

Thank you for your consideration in allowing us to respond. Please contact me directly to answer any further questions at (614) 340-7415.

Sincerely,


Thomas L. Hart
Attorney at Law

BEFORE

THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of Cameron)	
Creek Apartments,)	
)	
Complainant,)	
)	
v.)	Case No: 08-1091-GA-CSS
)	
Columbia Gas of Ohio, Inc.,)	
)	
Respondent.)	

ENTRY

The attorney examiner finds:

- (1) On September 17, 2008, Cameron Creek Apartments (complainant), which is an apartment complex with 240 units, filed a complaint against Columbia Gas of Ohio, Inc. (Columbia). Among other things, the complainant contends that Columbia has demanded major structural retrofitting of the ventilation to the gas appliances for all 240 units in the complex by October 13, 2008. If such retrofitting is not done by that time, Columbia has threatened to shut off the gas service to all of the units.

The complainant states that the ventilation of the gas appliances in the apartments is adequate, does not represent a hazardous condition, and meets the safety code that was in effect for the local building jurisdiction at the time the complex was approved for construction in 1996. Furthermore, the complainant avers that it has responded to Columbia's concerns by replacing suspect gas appliances, installing carbon monoxide monitors in each unit, retaining an engineer to review the applicable building codes, asking the city and state building authorities to inspect representative units, documenting maintenance protocol, and ensuring appropriate maintenance and combustion air adequacy.

Therefore, among other things, the complainant requests that the Commission enjoin Columbia from disconnecting service to the complainant's apartment complex on October 13, 2008.

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.
 Technician TM Date Processed 10/18/2008

- (2) Columbia is a public utility as defined in Section 4905.02, Revised Code, and, as such, is subject to the jurisdiction of this Commission.
- (3) By entry issued October 1, 2008, the Commission, *inter alia*, ordered Columbia to file a substantive response to the complainant's request that the Commission stay Columbia's disconnection of service while this case is pending.
- (4) On October 3, 2008, Columbia filed a response to the complainant's request that Columbia's disconnection of service to the apartment complex be stayed during the pendency of this case. In its response, Columbia admits that it notified the residents of the apartment complex that it intends to terminate gas service to their apartments, beginning on October 13, 2008. In support of its decision, Columbia states that it believes that the ventilation of the gas appliances in the apartments poses a safety risk and, therefore, the company is concerned about the possible health risks to the residents of the complex. Columbia acknowledges, however, that the lack of gas service during the autumn and winter months will cause inconvenience and could potentially cause health risks to the residents as well. Because Columbia trusts that the merits of this case will be weighed in a timely manner, Columbia states that it will not oppose an order not to disconnect gas service to the apartment complex due to the improper combustion/ventilation/dilution of air configurations while this case is pending. Columbia further states that it will not oppose such a stay only if the order reserves Columbia's right to disconnect service to any of the apartment units if disconnection is necessary to prevent or resolve a presently or imminently hazardous situation, such as a natural gas leak or a dangerous build-up of carbon monoxide.
- (5) Based upon the information in the complaint and Columbia's response it is evident that Columbia intends to terminate service to the apartment complex on October 13, 2008, unless the Commission issues an order staying the termination. Pursuant to Rule 4901-9-01(E), Ohio Administrative Code, the attorney examiner has the authority in a complaint case to prohibit termination of service to a complainant during the pendency of the complaint. Accordingly, under the circumstances presented in this case, the attorney examiner finds it appropriate to prohibit Columbia from terminating service to the apartment complex due to the alleged improper combustion/ventilation/dilution of air configurations

during the pendency of this matter or until the Commission orders otherwise. Columbia's customers at the apartment complex shall continue to pay to Columbia all amounts for current service that are billed by Columbia. Furthermore, the attorney examiner finds that, if, during the pendency of this complaint, Columbia determines that disconnection to any individual unit in the apartment complex is necessary in order to prevent or resolve a presently or imminently hazardous situation, such as a natural gas leak or a dangerous build-up of carbon monoxide, Columbia may disconnect service to that unit. In the event Columbia disconnects any unit during the pendency of this case, Columbia shall file notice of the disconnection and an explanation of the circumstances surrounding the disconnection in this docket within three calendar days of the disconnection.

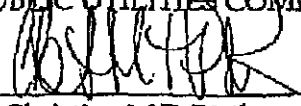
It is, therefore,


ORDERED, That, in accordance with finding (5), during the pendency of this proceeding or until the Commission orders otherwise, Columbia shall not terminate service to the apartment complex, unless disconnection to any individual unit in the apartment complex is necessary in order to prevent or resolve a presently or imminently hazardous situation. It is, further,

ORDERED, That, if Columbia disconnects a unit during the pendency of this case, Columbia shall file notice of the disconnection in this docket within three calendar days. It is, further,

ORDERED, That a copy of this entry be served upon each party of record.

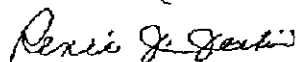
THE PUBLIC UTILITIES COMMISSION OF OHIO


By: Christine M.T. Pirik
Attorney Examiner

 ct

Entered in the Journal

OCT 08 2008



Renee J. Jenkins
Secretary



Oct. 16. 2008 1:06PM

No. 9750 P. 1



Cameron Creek

October 16, 2008

Valerie Owens
1981 Red Forest Lane
Galloway, OH 43119

Dear Valerie,

Because we take your concerns regarding a possible carbon monoxide breach seriously, we have scheduled to have an HVAC and plumbing company check out your entire mechanical system. Your carbon monoxide/smoke detector will also be inspected to make sure it is in working order. The inspection is scheduled for Monday October 20, 2008. Don, our Maintenance Supervisor, will accompany the technicians while they are in your home.

Please make sure that you have any animals properly restrained.

Also, you were given notice yesterday that your building was up in rotation to have the furnace filter changed and all detectors inspected today. While there, Bob re-hooked up the carbon monoxide detector against your boyfriend's request. Your boyfriend called the office at 12:07pm and told Heather that your carbon monoxide/smoke detector had been going off ever since and that that was the reason he disconnected it in the first place.

We immediately sent Don over to replace the device. Once there, your boyfriend told Don that he had disconnected the device himself and he had no idea why Columbia Gas was blaming Cameron Creek. In light of this information, we request that you withdraw your complaint with the BBB now that the basis of your complaint has changed.

Sincerely,

Melissa Kauffman
Property Manager
Cameron Creek Apartments

Cc: file
Tom Hart, Attorney At Law

**WILES, BOYLE,
BURKHOLDER &
BRINGARDNER**

Co., LPA

ATTORNEYS AT LAW

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JAY B. EGGSPUEHLER, ESQ., LLC

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PENNSYLVANIA

thart@wileslaw.com

October 20, 2008

Mr. Joseph Mullin
Dispute Resolution Consultant
BBB Complaint Department
1169 Dublin Road
Columbus, Ohio 43215

Re: Case No. 70050523: Ms. Valerie Owens

Dear Mr. Mullin:

I am responding to your October 6, 2008 letter to Melissa Kauffman of the Cameron Creek Apartments. I have included the correspondence of October 8, 2008 that was sent to you previously on this matter in case you did not receive it. I had attempted to file this response with your organization via regular mail and your online complaint system but was apparently unsuccessful.

I have enclosed the Entry and Order of the Public Utilities Commission of Ohio (PUCO) dated October 8, 2008 in case number 08-1091-GA-CSS. The Entry and Order by the PUCO attorney examiner ruled in favor of the Cameron Creek Apartments in enjoining Columbia Gas of Ohio from terminating service to the apartment complex while the formal complaint filed by Cameron Creek is pending resolution at the PUCO. I have also included a letter that Columbia Gas wrote that was delivered to all Cameron Creek residents to clarify the situation and verify that gas service will not be terminated without evidence of "a presently or imminently hazardous situation", such as a natural gas leak or a dangerous build-up of carbon monoxide.

It is Cameron Creek's position that Columbia communicated its warning to Ms. Owens based their view of code compliance relative to gas appliance combustion/ventilation and installation rather than any true safety issue. This was consistent with other Columbia inspection practices and communications at the Cameron Creek Apartments. Subsequent testing of apartment units at Cameron Creek revealed no carbon monoxide safety concerns and the Columbus Building

Mr. Joseph Mullin
October 20, 2008
Page 2 of 2

Department previously determined that the apartments were code compliant and safe. Cameron Creek has offered to test Ms. Owens' apartment in a similar manner and address her disabled carbon monoxide detector. Please find the enclosed letter of October 16, 2008 to Ms. Owens from Melissa Kauffman, Property Manager of Cameron Creek Apartments.

I hope that this additional and updated information is helpful. Please be assured that Cameron Creek Apartments' management takes Ms. Owens' concerns seriously and has acted to address them. Please contact me directly with any questions.

Sincerely,



Thomas L. Hart

cc: Ms. Melissa Kauffman

TLH/kse
#210770v1