

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

JEFF SLUSSER	)	
	)	
Complainant,	)	Case No. 12-1259-GA-CSS
	)	
v.	)	
	)	
THE EAST OHIO GAS COMPANY D/B/A	)	
DOMINION EAST OHIO,	)	
	)	
Respondent.	)	

**POST-HEARING BRIEF OF  
THE EAST OHIO GAS COMPANY D/B/A DOMINION EAST OHIO**

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EAST OHIO

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## I. INTRODUCTION

In accordance with attorney examiner's instructions at the conclusion of the hearing in this case, The East Ohio Gas Company d/b/a Dominion East Ohio ("DEO") hereby offers its post-hearing brief.

Jeffrey Slusser has not shown that DEO provided him with inadequate service in this case. He was customer of record on each account at issue, and as such he was and is responsible for the bills. He has not alleged that DEO's bills were inaccurate or incorrect, nor that someone else was responsible for them. He has not disputed that he was thousands of dollars behind on several of his accounts. He has not alleged that DEO failed to give him proper notice before it terminated any of his accounts.

What he *does* allege does not show inadequate service. His primary allegation is that DEO should have disconnected service to a certain property sooner. But he identifies no reason why DEO should have done so, whether based on legal authority or common sense, and the undisputed evidence shows that he never contacted DEO and asked it to cancel service to this account.

Mr. Slusser also complains about DEO's transfer and consolidation of three delinquent balances. DEO's tariffs specifically permit such consolidations, and he does not argue that the balances were not his. His only complaint seems to be that the balance transfers *caused* otherwise-current accounts to become delinquent—but that is simply not true. The undisputed evidence shows that on each account, Mr. Slusser was thousands of dollars behind on *current* usage; in other words, he was delinquent regardless of the transfers. His sole allegation regarding these balance transfers is factually incorrect. Moreover, even had these transfers

*caused* him harm, he never contacted DEO regarding these transfers until years after the fact—which once again deprived DEO of any opportunity to remedy any harm.

In short, Mr. Slusser has not shown that DEO did anything wrong—and it seems doubtful that is even why he is here. Mr. Slusser is here because he needs money, and he sees DEO as a deep pocket. In his own words, “I mean, it’s just that’s the only—only reason I’m here. I would like to get compensated. I mean, I lost property and I’ve lost rent.” (Tr. 42.) Understandable as that desire may be, it is irrelevant here. Mr. Slusser’s burden in this proceeding is to prove that DEO provided unlawful or unreasonable service, and the evidence shows the opposite. This complaint should be dismissed.

## **II. FACTUAL AND PROCEDURAL BACKGROUND**

Five or six years ago, it seems that Jeffrey Slusser fell on hard times. Mr. Slusser is a landlord renting primarily to low-income tenants in the Wooster area (Tr. 10), and since 1987, he has been customer of record on almost thirty accounts with DEO. (Edwards Dir. at 2.)

Over the last several years, for reasons unknown, Mr. Slusser fell behind on his gas payments on several of his rental properties. By July 2007, he was approximately \$4,700 behind at a seven-apartment property on 319 Spring Street. (Edwards Dir. at 3; Tr. 20.) By May 2009, he was over \$4,000 behind on service to a property at 431 North Market Street. (Edwards Dir. at 4.) By April 2010, he was over \$2,200 behind on service to a property at 439 North Market Street. (*Id.* at 5.) These were not his only arrearages, but they are the primary subjects of this complaint.

And these were not the only payment obligations that Mr. Slusser failed to keep. Mr. Slusser was and is tens of thousands of dollars behind in his property taxes. For 319 Spring St. and 431 N. Market St. alone, Mr. Slusser owes \$16,968.08 and \$15,000.14, respectively, dating

back to 2007—that is over \$30,000. (Tr. 25 & 27; DEO Ex. 3.0 at 3 (property identified as 665 Bever).) Indeed, on all of his properties, his still-uncured tax delinquencies since 2007 total over \$108,000. (*See* Tr. 25–31; DEO Ex. 3.0.)

As permitted by its tariffs, DEO consolidated the three arrearages described above onto his account at 439 N. Market St. (Edwards Dir. 2–4.) But DEO did not disconnect Mr. Slusser’s service there for non-payment. (*Id.* at 5.) On April 15, 2010, DEO received a report from a tenant that someone (Mr. Slusser, it turns out, Tr. 40) had run an unauthorized gas line from 439 N. Market St. to the disconnected meter at 431 N. Market St. and covered the line with stones. (Edwards Dir. at 5.) The tenant was understandably concerned for safety. (*Id.*) DEO immediately responded to the situation and disconnected service at 439 N. Market St. based on the threat to safety. (*Id.*) Service was never reconnected at 439 N. Market St. under Mr. Slusser’s name, as he eventually lost the property through foreclosure. (Tr. 43–44.)

During all this time, Mr. Slusser never contacted DEO regarding any of the activity on these accounts. (Edwards Dir. at 5, 9.) On March 2, 2012, years after the events in questions, Mr. Slusser contacted DEO for the first time regarding the above accounts, complaining about the consolidation of bills that had occurred two, three, and five years before. (*Id.* at 5.) Mr. Slusser had decided that DEO owed him for his lost property.

On April 17, 2012, Mr. Slusser, filed a formal complaint with the Commission, which he amended by order of the Commission on June 4. On May 7 and June 14, DEO filed timely answers to both complaints. When the parties were unable to settle their differences through mediation, the Commission set the case for hearing, which was ultimately held on December 11. Mr. Slusser testified on his own behalf, and DEO presented the testimony of Roxie Edwards.

### III. STANDARD OF PROOF

R.C. 4905.26 provides that any person may file a written complaint that any rate, charge, or service of a public utility is in any respect unjust, unreasonable, unjustly discriminatory, in violation of law, or inadequate. In every Commission complaint proceeding brought pursuant to R.C. 4905.26, the complainant bears the burden of proving the allegations alleged in the Complaint. *Grossman v. Pub. Util. Comm.*, 5 Ohio St.2d 189 (1966); *see also* Entry at 2 (Nov. 5, 2012). Therefore, if Mr. Slusser fails to prove that DEO provided unreasonable or inadequate service, then the Commission should rule in favor of DEO and dismiss the complaint.

### IV. ARGUMENT

Mr. Slusser has not carried his burden of proof in this case. He was responsible for every dollar billed to him; DEO had good reason to disconnect the accounts that it did; and Mr. Slusser's allegations do not show that DEO acted unreasonably or unlawfully in any way. The complaint, accordingly, should be dismissed.

**A. Mr. Slusser was the customer of record on all the accounts complained about in this case, and he was and is responsible for them.**

The undisputed evidence shows that Mr. Slusser was the customer of record on each account that he complains about, and it shows that DEO had good reason to disconnect each one of those accounts.

Mr. Slusser admits that he was the customer of record for each account at issue in this case. (Edwards Dir. at 3 ("Mr. Slusser was the customer of record and thus is responsible for every delinquent balance at issue in this case."); Tr. 21 (cross-examination of Mr. Slusser: "Q. Are you the customer of record on each of the accounts that are the subject of your complaint? Is it your name on the bills? A. Yes.")) Mr. Slusser does not contend that DEO charged him

too much for service, that DEO misread its meters, that DEO's meters were inaccurate, or that someone else is responsible for the bills.

And DEO had good reason to disconnect each account that it did. Three accounts are at issue here: at 319 Spring St.,<sup>1</sup> 431 N. Market St., and 439 N. Market St. The undisputed evidence shows that Mr. Slusser incurred significant arrearages at the first two addresses (Edwards Dir. at 3–4 (\$4,709.16 at 319 Spring St. and \$4,066.63 at 431 N. Market St.)), and that Mr. Slusser created a dangerous situation at the third address by connecting an unauthorized line to the meter and running it to a neighboring property (*id.* at 5–6). All three disconnections were warranted, and Mr. Slusser has not contended otherwise.

So what does Mr. Slusser complain about? He offers two primary theories. (*See* Complaint at 1.) First, he complains that DEO allowed too much service to be consumed at some of his properties. Second, he complains that DEO's transfer of certain delinquent balances caused him to become delinquent on other accounts. Neither allegation supports a finding of inadequate service.

**B. Mr. Slusser's complaint regarding the disconnection of service lacks any merit.**

Mr. Slusser's "biggest" complaint (Tr. 6), is that "service was not turned off in a timely manner" at 319 Spring St. (*See* Complaint 1; Tr. 5–6, 20.) This allegation lacks merit.

The property at 319 Spring St. had seven apartments. (Tr. 6, 20.) Mr. Slusser was the customer of record for this account and as such had requested service to these premises and was responsible for the bills. (Edwards Dir. at 3; Tr. 21.) When service was disconnected to this property—over five years ago, on July 24, 2007—the account balance was \$4,709.16. (Edwards Dir. at 3.) This works out to approximately \$670 per unit, far from an astronomical figure.

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<sup>1</sup> The property referred to by Ms. Edwards as 319 Spring St. is sometimes referred to as 665 Bever by Mr. Slusser; apparently the property sits on a corner. (*See* Complaint 1; Tr. 5–6, 20.)

Unlike the typical complaint that *contests* disconnection, Mr. Slusser complains that DEO should have disconnected service *sooner*. But he identifies no reason that DEO should have done so. For instance, he does not identify any law, rule, or other standard that required DEO to disconnect service sooner than it did. And most notably, Mr. Slusser himself *never* requested that DEO disconnect service to this property. Customers, including landlords, are not required to receive service indefinitely, and they may always request the cancellation of their service. *See* Ohio Adm. Code 4901:1-18-08(K) (contemplating that “a customer, who is a property owner, [or] landlord” may “request[] disconnection of service when residential tenants reside at the premises”). As Ms. Edwards explained, “A copy of this rule is included in DEO’s tariffs,” and her “review of the tariffs shows that the copy of this rule was time-stamped in 2005,” meaning that “it was in effect during all the time periods referenced in Mr. Slusser’s complaint.” (Edwards Dir. at 8–9.) Yet DEO has no records of Mr. Slusser requesting that DEO disconnect service to this address, and Mr. Slusser does not contend that he ever made such a request. (*Id.* at 9.)

So Mr. Slusser’s complaint is essentially that DEO is requiring him to pay for service that he willingly received. Finding himself unable to pay for what he had consumed, he now complains that he was served at all. But if he did not want service, he either should not have taken it to begin with or should have cancelled his accounts. The fact that Mr. Slusser, after the fact, does not wish to pay his bills obviously provides no basis for finding that DEO violated the law in providing him service.

The facial implausibility of his complaint is not its only problem.



**1. Mr. Slusser's delay in filing this complaint renders it impracticable or impossible to respond to.**

Mr. Slusser waited so long to bring this complaint that it is not possible to fully investigate or analyze it. The disconnection in question occurred over five years ago, and the accumulation of the arrearage necessarily occurred before that. (*See* Edwards Dir. at 3.) It is doubtful that any witness could independently recall day-to-day facts from so many years ago, and this is well beyond DEO's general record-preservation time limits. *See* Ohio Adm. Code 4901:1-13-03(C); Appendix to Rule 4901:1-9-06 at 14, 17–18 (providing general three-year preservation period and three-year preservation period for customer service records, account information, and reports of customers' service complaints). So due to Mr. Slusser's five-year delay in bringing this complaint, it is simply not possible to determine why any particular timing of disconnection occurred. That impossibility is attributable fully to him, and it should be held against him as the bearer of the burden of the proof.

**2. Given Mr. Slusser's unreasonable delay, the doctrine of laches bars this complaint.**

Mr. Slusser's complaint should also be considered time-barred by the doctrine of laches. "The elements of laches are (1) unreasonable delay or lapse of time in asserting a right, (2) absence of an excuse for such a delay, (3) knowledge—actual or constructive—of the injury or wrong, and (4) prejudice to the other party." *Martin Marietta Magnesia Specialties, LLC v. Pub. Util. Comm.*, 129 Ohio St.3d 485, 2011-Ohio-4189, ¶ 45. All four elements are met here.

First, as to delay, Mr. Slusser allowed five years to pass before raising this complaint; more importantly, he did not notify DEO until it was too late for DEO to do anything. Second, he has identified no reason for the delay, and none presents itself. Third, he knew about the alleged injury—he was customer of record on the account and as such received bills, which would have informed him that the property was continuing to receive service. Fourth, his delay

has prejudiced DEO. His delay in bringing the complaint allowed the facts to become stale and made it impossible to fully understand what did or did not occur at the time of the events in the question.

**3. Mr. Slusser fails to acknowledge the numerous legal requirements and cost considerations that prohibit instantaneous termination of service.**

Finally, Mr. Slusser does not acknowledge the numerous legal and practical reasons that necessarily prevent termination of service from occurring immediately upon the accrual of an arrearage.

For example, numerous statutory and regulatory notice and disconnection requirements may apply before service may be disconnected. *See, e.g.*, R.C. 4933.122; Ohio Adm. Code Chapter 4901:1-18 (“Termination of Residential Service”); *id.* 4901:1-13-08 (small commercial service standards). Likewise, there are frequently emergency orders issued by the Commission that may prohibit disconnection; certain government assistance programs may do the same. As DEO witness Ms. Edwards testified, “Numerous factors influence the timing of disconnections for non-payment, including the availability of DEO’s resources, rules and orders that may limit DEO’s right to disconnect service, customer requests, and access to metering equipment.” (Edwards Dir. at 8.)

Moreover, if DEO were required to commence expedited disconnection proceedings on every customer the first minute he or she fell behind, it would be cost-prohibitive and a nightmare for DEO customer-relations (and both its call center and the Commission’s). Indeed, as Mr. Slusser has recognized throughout this case, he cannot rent apartments that lack natural gas. (Tr. 40 (explaining that he installed an unauthorized gas line because he was trying to keep gas service to his buildings going “in order to get rent”).) Given his persistent issue of falling

behind on gas payments, Mr. Slusser might think twice before insisting on a low-tolerance disconnection policy.

In short, how DEO goes about disconnecting service at any particular address is an extremely nuanced, fact-sensitive question, and it is not possible to independently justify a particular disconnection in the abstract, five years after the fact, with no allegation of what exactly was done wrong. His first allegation lacks merit.

**C. Mr. Slusser’s complaint regarding the consolidation of his arrearages also lacks merit.**

Mr. Slusser’s second complaint is that DEO should not have consolidated certain account balances. (*See* Complaint at 1 (“service not be transferred to other properties”); Am. Complaint at 2 (“once the gas accounts went (transfer[r]ed) . . . the gas got shutoff also”).) This complaint also lacks merit.

**1. DEO’s tariffs permitted it to consolidate Mr. Slusser’s delinquent balances.**

Mr. Slusser’s complaint concerns three account balances that DEO consolidated: 319 Spring St., 431 N. Market St., and 439 N. Market St. All three were categorized as HMTR (Edwards Dir. at 3–4), *i.e.*, house meters, which are considered commercial accounts. In December 2007, DEO disconnected Mr. Slusser’s account at 319 Spring St. and transferred the delinquent balances to his account at 431 N. Market St. (*Id.* at 3.) In January 2010, DEO disconnected service at 431 N. Market St. and transferred the delinquent balances to Mr. Slusser’s account at 439 N. Market St. (*Id.* at 4.) Service to 439 N. Market St. was finally disconnected on April 15, 2010, but not because of non-payment; rather, DEO discovered that someone had created a dangerous situation by connecting an unauthorized line at 439 N. Market St. (*Id.* at 5–6.) That someone, the record shows, was Mr. Slusser. (Tr. 40–41.)

This allegation does not show inadequate or unreasonable service. Again, Mr. Slusser was customer of record on all of these accounts, and he does not contend that DEO has mischarged him for service in any way. And DEO's Commission-approved tariffs permit it to transfer and consolidate delinquent balances on commercial accounts like Mr. Slusser's. (*See* Edwards Dir. at 2–3.) So unless there is some other reason for complaint, the mere fact of the transfer does not raise any regulatory issues.

**2. The transferred balances did not cause Mr. Slusser's disconnections.**

Once again, Mr. Slusser does not contend that DEO violated any law, rule, tariff provision, or any other standard in transferring his delinquent balances. His only complaint seems to be that these consolidations *caused* his disconnections. (Tr. 6 (“And when they moved [the balance] to that property, that gas couldn’t get paid there; and then I lost tenants there because they shut the gas off there”); Am. Complaint at 2 (“once the gas accounts went (transfer[r]ed) . . . the gas got shutoff also”).) All this suggests that Mr. Slusser was current on all his accounts until DEO transferred a delinquent balance, which then caused him to fall behind. But this is simply not true.

Even had none of these transfers ever occurred, Mr. Slusser still accumulated substantial arrearages at each one of these addresses. Ms. Edwards explained in detail that “the transfer of balances did not cause any of Mr. Slusser’s disconnections.” (Edwards Dir. at 6.) He “consistently failed to make payments for *current* service received on the accounts in question, regardless of the transferred delinquent balances.” (*Id.*) By May 2009, he was over \$4,000 behind on new billing at 431 N. Market St. (*Id.* at 4.) By April 2010, he was over \$2,200 behind on new billing at 439 N. Market St. (*Id.* at 5.) In other words, Mr. Slusser was thousands of dollars behind even had the challenged transfers never occurred. Because Mr. Slusser was not

paying the *new* bills, he was subject to disconnection regardless of the consolidated balances. (*See id.* at 3–6.)

Moreover, as Mr. Slusser admits, he was (and is) over *one hundred thousand* dollars behind in his property taxes. (Tr. 27–29; DEO Ex. 3.0.) This is relevant because it negates his claim that DEO’s management of his accounts caused his financial difficulties. Mr. Slusser was thousands of dollars behind on old balances; he was thousands of dollars behind on new balances; he was over one hundred thousand dollars behind on property taxes; and he lost a major property to foreclosure. The notion that Mr. Slusser would have paid his bills if only DEO had not transferred a couple balances is clearly not true.

The final nail in his claim that the transfers caused his hardships is that the final disconnection (at 439 N. Market St., the property Mr. Slusser lost to foreclosure) was not even for non-payment, “but for safety reasons.” (Edwards Dir. at 6.) As Mr. Slusser admitted on the record, he connected “an unauthorized natural gas line from 439 North Market Street to 431 North Market Street.” (Tr. 40–41 (“Q. You put the line there; correct? A. Okay. Yeah. All right. I’ll take it.”).) DEO disconnected service because of the dangerous situation created by Mr. Slusser.

In short, the undisputed evidence shows that Mr. Slusser’s disconnections of service were not caused by these balance transfers.

### **3. Mr. Slusser never asked DEO to reverse any of these transfers.**

Moreover, even had these transfers caused harm to Mr. Slusser, he never requested that DEO reverse any of them. DEO’s tariffs permitted these consolidations, but as Ms. Edwards explained, “if a transferred balance were to cause a hardship to a customer, DEO would consider a customer’s request to forgo or reverse a transfer and would establish a payment plan on the

delinquent balance.” (Edwards Dir. at 6.) DEO, however, “never received such a request from Mr. Slusser.” (*Id.*)

In other words, DEO was never given a timely opportunity to remedy Mr. Slusser’s concern. For this reason alone, even if Mr. Slusser had demonstrated some issue with DEO’s conduct (and he has not), it would be inappropriate to find inadequate service. Mr. Slusser agreed that it would be “inappropriate” if one of his tenants “broke their window and did not tell [him],” but then “tried to hold [him] responsible for their apartment being cold or their heat bill being too high.” (Tr. 35.) Likewise, Mr. Slusser agreed that it would be inappropriate for a “tenant to file a lawsuit against [him] before they communicated their problem with [his] management.” (Tr. 33–34.) But this is exactly what Mr. Slusser is doing: he never told DEO at the time about any of these issues, and now, several years later, he brings a formal complaint claiming consequential damages. Given the nature of his complaint, this is entirely unfair.

**4. No other balances were directly transferred to 439 N. Market St., and an indirect transfer did not cause Mr. Slusser any harm.**

Finally, Mr. Slusser’s amended complaint asserts that several other accounts were transferred to the account at 439 N. Market St. (Am. Compl. at 7.) Mr. Slusser presented no evidence to this effect at the hearing, and DEO explained that this was not true, with the exception of a \$1,957.91 transfer from 231 E. Larwill to the 319 Spring St. account that ultimately ended up at 439 N. Market St. (Edwards Dir. at 6–7.) Like the other transfers, this one did not cause a current balance to go delinquent: the delinquent balance at 319 Spring St. account was over \$4,700, much greater than the amount of the transfer. (*Id.* at 3.) And like the others, Mr. Slusser never asked DEO to reverse it. (*Id.* at 6.)

In summary, Mr. Slusser’s allegations regarding the balance transfers fail to show either harm to him or inadequate service on the part of DEO.

**D. Mr. Slusser presented no evidence in support of the other allegation in his complaint.**

Mr. Slusser's amended complaint contains a single sentence stating with no additional explanation the following: "Reimbursed 231 East Larwill Mr. Slusser acc [sic] when told not to put the acc [sic] in my name." (Am. Compl. at 4.) DEO assumes this means that Mr. Slusser is asserting that he told DEO not to put the account at 231 E. Larwill in his name.

Mr. Slusser failed to present any evidence in support of this allegation at the hearing. As the party who bears the burden of proof and therefore must support his claims with evidence, his failure to present any evidence is fatal. *See, e.g., In re Complaint of James Locker v. Ohio Edison Co.*, Opin. & Order, Case No. 05-1469-EL-CSS, 2007 Ohio PUC LEXIS 179, at \*30 (Feb. 28, 2007) ("claims" that have "not been adequately substantiated on the record" are "therefore[] denied").

Moreover, DEO presented affirmative evidence disproving this allegation. As Ms. Edwards explained, two accounts at 231 E. Larwill were "in Mr. Slusser's name" but have "been inactive since 2006." (Edwards Dir. at 7.) Disproving Mr. Slusser's allegation that he was the wrong customer, Mr. Slusser "made payments on the accounts, although not enough to keep current," and "DEO has no record of any request to put service in anyone's name besides Mr. Slusser's." (*Id.*) This shows that Mr. Slusser knew he was customer of record and yet took no action on the account. This allegation is also meritless.

**E. While DEO takes no pleasure in Mr. Slusser's financial problems, the Company is not responsible for them.**

The only thing that Mr. Slusser has established with evidence is that by 2007 he was facing serious financial difficulties. He was not collecting rent. He was falling behind in his gas payments and his property-tax payments, culminating in over \$11,000 in arrearages to DEO and over \$108,000 in property-tax delinquencies. He seems to have had additional problems with the

City of Wooster and with various attorneys. (Tr. 7–10.) To cure some of these problems, he tried to sell one of his properties (at 439 N. Market St.), but his plans apparently fell through, and he lost the property to foreclosure. (Tr. 7.)

All this is unfortunate, and DEO does not wish financial difficulties on any of its customers. But Mr. Slusser’s solution to these problems is misguided. Apparently because DEO is one of Mr. Slusser’s creditors, he believes that DEO is responsible for the fallout from his financial problems. But DEO obviously is not an insurance company, a public housing agency, or a charity—its role is to provide its customers with natural gas service, not to step in and take care of any financial problems whenever and wherever they occur. And it makes no sense to theorize, as Mr. Slusser does, that *DEO* is responsible for the consequential damage from *Mr. Slusser’s* failure to pay DEO for service he consumed.

Mr. Slusser’s story may be unfortunate, but that is no basis for finding that DEO provided inadequate service. In the end, Mr. Slusser simply failed to manage his business. As he explained, his problems started because his tenants were not paying rent and that “it took [his] attorney’s secretary like six months to get the last one out. So I’m losing all this rent, but meanwhile there is two gas meters there. And the one meter [which served seven properties], by the time I wanted to sell it, it got to \$4,999.” (Tr. 5–6.) This shows that the problem was Mr. Slusser’s failure to manage his properties and to ensure that revenue kept pace with expenses. And he admits that this was his problem: it is his responsibility—not DEO’s—to “account for the expenses necessary to run [his] business,” to “supervis[e] . . . tenants and ensur[e] they have the ability to pay rent,” and to ensure “that [his] business achieves and maintains a certain level of revenue.” (Tr. 38.) It is not clear why Mr. Slusser was not paying the bills at these addresses. As he testified, he was receiving payment for both rent and utilities at his properties from a local



agency, the Wayne Metropolitan Housing Authority. (Tr. 38–39.) Yet his bills to DEO were left unpaid.

It is not clear what Mr. Slusser did with this money and any other rental income he received, but that is besides the point. He admits he was customer of record. He admits he is responsible for the bills. He admits that he created the dangerous situation that led to the disconnection of 439 N. Market St. DEO had good reason to disconnect Mr. Slusser, and he has raised no doubts on that score. This case should be dismissed.

## **V. CONCLUSION**

For the foregoing reasons, DEO respectfully requests that the Commission dismiss the complaint.

Dated: January 18, 2013

Respectfully submitted,

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GAS COMPANY D/B/A DOMINION  
EAST OHIO

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Post-Hearing Brief was served by U.S. mail  
to the following person this 18th day of January, 2013:

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/s/ Andrew J. Campbell  
One of the Attorneys for The East Ohio Gas  
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Summary: Brief Post-hearing Brief electronically filed by Mr. Andrew J Campbell on behalf of  
The East Ohio Gas Company d/b/a Dominion East Ohio