BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

DIANE M. KAVANAGH,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. 13-1512-WS-CSS
	)	
AQUA OHIO, INC.	)	
	)	
Respondent.	)	

ANSWER

In accordance with Ohio Adm. Code 4901-9-01(D), the Respondent, Aqua Ohio, Inc. ("Aqua" or "the Company"), for its answer to the complaint of Diane M. Kavanagh states:

FIRST DEFENSE

1. Aqua admits that Ms. Kavanagh is an Aqua customer with an account ending in 5183 for service at 2325 Prospect-Mt. Vernon Road, Prospect, Ohio 43342. Aqua avers that Ms. Kavanagh is a bi-monthly customer.

2. Aqua admits that Ms. Kavanagh's January 2013 water bill was $58.65 and her March 2013 bill was $711.48. Aqua avers that Ms. Kavanagh's water usage from January 3 to March 5, 2013, was 11,690 cubic feet (or approximately 87,447 gallons).

3. Aqua is without sufficient knowledge or information to either admit or deny whether Ms. Kavanagh "thought that maybe someone had turned on the spigot" and thus "agreed to pay $178[] in three payments." Aqua avers that Ms. Kavanagh called the Company on March 19, 2013, to report that her outside spigot had been left running and that it contributed to the March 2013 bill.

4. Aqua avers that it offered Ms. Kavanagh a payment arrangement on March 19, 2013, that was based on her account balance of $711.48, but Ms. Kavanagh did not accept this

payment arrangement. Aqua admits that Ms. Kavanagh made a payment of $178 on April 5, 2013. Aqua avers that Ms. Kavanagh and the Company established a payment arrangement on April 19, 2013, that was based on an account balance of $533.48 and was to be paid in three monthly installments of $177.83 each. Aqua avers that Ms. Kavanagh made only one payment of $178 after entering the payment arrangement.

5. Aqua admits that Ms. Kavanagh's May 2013 water bill was $1,695.50. Aqua avers that Ms. Kavanagh's water usage from March 5 to May 2, 2013, was 23,010 cubic feet (or approximately 172,126 gallons).

6. Aqua is without sufficient knowledge or information to either admit or deny whether or when Ms. Kavanagh "had decided to try to sell [her] house," whether she "hired a handyman to replace a downstairs toilet which sat too low," and whether the water to the downstairs toilet "had been turned off . . . for over a year because of a leak when it flushed."

7. Aqua avers that Ms. Kavanagh's water meter is located in a meter pit and that it asks its customers not to open the water pit themselves but to allow a Company representative to do so.

8. Aqua admits that on May 14, 2013, Ms. Kavanagh scheduled an appointment to have a Company Field Service Representative ("FSR") read and inspect her water meter. Aqua avers that the FSR investigated Ms. Kavanagh's water meter and premises on May 15, 2013. Aqua denies that the FSR "couldn't find any underground leaks and automatically concluded that it had to be the toilet." Aqua avers that its FSR detected numerous leaks in Ms. Kavanagh's home.

9. Aqua is without sufficient knowledge or information to either admit or deny whether "[t]he handyman, Jim Gorenflo [*sic*], said there wasn't a leak in the upstairs toilet and that it couldn't have been the one downstairs, since the water was shut off."

10. Aqua is without sufficient knowledge or information to either admit or deny whether Ms. Kavanagh "asked Aqua Ohio to check the meter," whether "they said it was okay," or whether she "want[ed] to have it rechecked when [she was] there." Aqua avers that on May 15, 2013, Ms. Kavanagh called the Company and disputed her bill. Aqua avers that its representative explained to her that the Company re-read the meter and determined that it was working properly. Aqua avers that the Company nevertheless scheduled Ms. Kavanagh's meter for testing and that on May 16, 2013, it removed Ms. Kavanagh's meter for testing.

11. Aqua avers that the test showed that Ms. Kavanagh's meter was accurate in accordance with the Commission's rules and that the Company sent the test results and an explanation to Ms. Kavanagh on June 3, 2013.

12. Aqua is without sufficient knowledge or information to either admit or deny whether "Mark Pickens, a former Aqua Ohio employee, came and looked at the meter and [Ms. Kavanagh's] bills and was puzzled, but suggested that [she] file a form with Aqua Ohio to have the bill forgiven."

13. Aqua is without sufficient knowledge or information to either admit or deny whether Ms. Kavanagh filed a Leak Adjustment Form with the Company on June 11. Aqua admits that it has no record of receiving that form. Aqua is without sufficient knowledge or information to either admit or deny whether Ms. Kavanagh will refile the Leak Adjustment Form. Aqua avers that Ms. Kavanagh requested and the Company sent another form on June 24, 2013.

14. Aqua denies that "there has been a [billing] mistake" and that her bill should be waived.

15. Aqua denies generally any allegations not specifically admitted or denied in this Answer, in accordance with Ohio Adm. Code 4901-9-01(D).

AFFIRMATIVE DEFENSES

SECOND DEFENSE

16. The complaint does not comply with the Commission's rules requiring "a statement which clearly explains the facts." Ohio Adm. Code 4901-9-01(B). The allegations are not in numbered-paragraph, but narrative, form; many of the allegations and statements in the complaint are compound; and many of the allegations omit numerous details necessary to answer them. The Company has attempted, to the best of its ability, to answer the allegations, but reserves the right to amend its answer in the event it has incorrectly understood the allegations.

THIRD DEFENSE

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

FOURTH DEFENSE

18. The complaint fails to state a claim upon which relief can be granted.

FIFTH DEFENSE

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

SIXTH DEFENSE

20. The Company reserves the right to raise other defenses as warranted by discovery in this matter.

Accordingly, the Company respectfully requests an Order dismissing the complaint and granting it all other necessary and proper relief.

Dated: July 16, 2013

Respectfully submitted,

/s/ Gregory L. Williams

Mark A. Whitt (Counsel of Record)
Andrew J. Campbell
Gregory L. Williams
WHITT STURTEVANT LLP
The KeyBank Building
88 East Broad Street, Suite 1590
Telephone: (614) 224-3946
Facsimile: (614) 224-3960
whitt@whitt-sturtevant.com
campbell@whitt-sturtevant.com
williams@whitt-sturtevant.com

ATTORNEYS FOR AQUA OHIO, INC.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was served to the following person by U.S. mail on this 16th day of July 2013:

Diane M. Kavanagh
2325 Prospect-Mt. Vernon Road
Prospect, Ohio 43342

/s/ Gregory L. Williams
Gregory L. Williams, Esq.

One of the attorneys for Aqua Ohio, Inc.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/16/2013 1:03:30 PM

in

Case No(s). 13-1512-WS-CSS

Summary: Answer of the Company electronically filed by Mr. Gregory L. Williams on behalf of Aqua Ohio, Inc.