

**BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO**

JONATHAN REIDER,)	
)	
Complainant,)	
)	
v.)	Case No. 13-1581-GA-CSS
)	
THE EAST OHIO GAS COMPANY D/B/A)	
DOMINION EAST OHIO,)	
)	
Respondent.)	

ANSWER

In accordance with Ohio Adm. Code 4901-9-01(D), the Respondent, The East Ohio Gas Company d/b/a Dominion East Ohio (“DEO” or “the Company”), for its answer to the complaint of Jonathan Reider states:

FIRST DEFENSE

1. DEO avers that Mr. Reider is not currently receiving natural gas service from the Company. DEO further avers that Mr. Reider is responsible for four accounts related to service consumed during the following periods at 12029 Sperry Road, Chesterland, Ohio 44026 (“the Reider Premises”):

- Account No. 7382¹, from May 2009 through May 2010;
- Account No. 7471 from May 2010 through March 2012;
- Account No. 2263, from April 2012 through April 2013; and
- Account No. 2820, from April 2013 through May 2013.

Only the second of these accounts, Account No. 7471, reflects charges for service that had been authorized by DEO.

¹ For ease of reference only the last four numbers of Mr. Reider’s accounts are provided; the actual accounts numbers are longer.

2. DEO avers the following facts with respect to Account No. 7382: From December 2006 to March 2007, Mr. Reider received natural gas service from DEO, until service was terminated at his request. On May 19, 2010, DEO discovered that the meter had been tampered with and that unauthorized use of natural gas service was occurring at the Reider Premises. DEO resealed the meter to stop any further unauthorized usage and billed Mr. Reider under Account No. 7382 for the unauthorized usage; the final balance was \$294.35.

3. DEO avers the following facts with respect to Account No. 7471: On May 20, 2010, Mr. Reider called the Company, claimed that his gas well was not producing, and requested that DEO unseal the meter at the Reider Premises and begin providing him natural gas service, through a “dual feed” arrangement in which Mr. Reider supplied his own gas but retained access to and was able to receive natural gas service metered by DEO. On May 21, 2010, DEO unsealed the meter at the Reider Premises and began providing service under Account No. 7471. On March 12, 2012, Mr. Reider called the Company for an explanation of his bill. During this call, Mr. Reider requested disconnection of service, which DEO provided the next day. The final balance for Account No. 7471, including the final, unpaid balance from Account No. 7382, was \$913.19.

4. DEO avers the following facts with respect to Account No. 2263: On April 5, 2013, DEO again discovered that the meter had been tampered with and that unauthorized use of natural gas service was occurring at the Reider Premises. That day, DEO shut off, sealed, and locked the meter. DEO billed Mr. Reider for unauthorized usage from March 2012 through April 2013 under Account No. 2263. The final balance for Account No. 2263, including the final, unpaid balance from Account No. 7471, was \$1,332.05. DEO sent Mr. Reider a bill dated April 8, 2013, that reflected this amount.

5. DEO avers the following facts with respect to Account No. 2820: On April 25, 2013, DEO again discovered that the meter had been tampered with and that unauthorized use of natural gas service was occurring at the Reider Premises. DEO billed Mr. Reider for the unauthorized usage under Account No. 2820. The final, unpaid balance for Account No. 2820, including the final, unpaid balance from Account No. 2263, is \$1,368.11.

6. DEO admits that Mr. Reider has a gas well on his property, but the Company is without sufficient knowledge or information to either admit or deny whether it “normally feeds [his] gas needs.” DEO denies that Mr. Reider was “forced” to receive service from DEO. DEO denies that it has “grossly overcharged” Mr. Reider for service.

7. DEO admits that Mr. Reider’s \$1,368.11 final balance for Account No. 2820 primarily consists of basic service charges. DEO avers that Mr. Reider was billed a basic service charge for each month that he had access to the Company’s gas meter, as permitted under DEO’s Commission-approved tariff. *See* GSS-R, Sheet No. 1, Section 3.2 (the service charge is assessed “per delivery point for each billing period or portion thereof”).

8. DEO is without sufficient knowledge or information to either admit or deny whether Mr. Reider has “no problem paying for the gas [he] used and the service fees during the months [he] was forced to use [the Company’s] service” or whether Mr. Reider has “a problem paying for monthly service fees when no gas was used and the feed was locked.”

9. DEO denies that Mr. Reider “used \$30.68 worth of gas and was billed \$271.02 of service fees” in March 2012 and that “[t]his equals 15.5 months of service.” DEO avers that Mr. Reider’s March 13, 2012 bill reflected current charges of \$21.31, including no charge for natural gas commodity, a \$20.37 service charge, and \$0.94 of gross receipts tax.

10. DEO denies that “[f]or the months where [the Company] says that 0.1mcf [*sic*] was used, that is from leakage on [its] system” and that the Company “is trying to say that this was [Mr. Reider’s] usage so that they can add more monthly service fees on a locked system.” DEO is without sufficient knowledge or information to either admit or deny whether “[a] repairman was out to correct this problem early June [*sic*].”

11. DEO admits that it charged Mr. Reider a \$112 investigative fee to investigate unauthorized usage and meter tampering in April 2013.

12. DEO denies that Mr. Reider’s “actual bill should be about a third of the amount charged[,] . . . [w]hich would include the actual gas used, service fees during the months of gas usage and that investigative/penalty fee.”

13. DEO 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

14. 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

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

FOURTH DEFENSE

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

FIFTH DEFENSE

17. 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 the Complainant's claims.

SIXTH DEFENSE

18. 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.

Date: July 25, 2013

Respectfully submitted,

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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 25th day of July, 2013:

Jonathan Reider
12029 Sperry Rd.
Chesterland, OH 44026

/s/ Gregory L. Williams
Gregory L. Williams

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

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Summary: Answer electronically filed by Mr. Andrew J Campbell on behalf of The East Ohio Gas Company d/b/a Dominion East Ohio