

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

ROBERT AND DENISE SELLAN,	)	
	)	
Complainants,	)	
	)	
v.	)	Case No. 20-0575-WW-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 Robert and Denise Sellan, states:

**FIRST DEFENSE**

1. Aqua admits that Denise Sellan is a customer receiving water and sewer service under an account ending 9935 at 4356 Bitterroot Dr., Westerville, OH 43081 (the Premises).
2. Aqua avers that on December 5, 2019, it issued a bill for water and sewer usage at the Premises in the amount of \$188.88 (the December bill).
3. Aqua avers that water charges on the December bill were a \$10.00 Customer Charge, a \$6.80 System Improvement Charge, and a volumetric charge of \$81.93, and that the remainder of the December bill was a sewer charge of \$90.15.
4. Aqua avers that the volumetric charge on the December bill reflected a water usage of 7,331 gallons for the billing period from November 4, 2019 to December 3, 2019.
5. Aqua avers that the meter for the Premises was read on November 4, 2019 and December 3, 2019.

6. Aqua avers that on December 10, 2019, a technician visited the Premises in response to an inquiry from Robert Sellan, Mrs. Sellan's spouse, about the December bill.

7. Aqua avers that the technician inspected the meter at the Premises on site and did not find any evidence of meter malfunction.

8. Aqua avers that in response to Mr. Sellan's request, the meter at the Premises was removed and replaced to enable a bench test to be performed.

9. Aqua avers that between December 9, 2019 and March 3, 2020, its customer service representatives spoke with Mr. Sellan multiple times to discuss the December bill, the meter reading for the Premises, and the average monthly usage at the Premises, in an attempt to resolve Mr. Sellan's concerns.

10. Aqua avers that on December 11, 2019, it was notified of an informal PUCO complaint regarding the usage at the Premises for the billing period on the December bill.

11. Aqua avers that on December 27, 2019, a letter was sent to the Premises indicating that the accuracy range of the tested meter was 99.5%, which is within the range of accuracy required by Aqua's tariffs.

12. Aqua avers that on January 9, 2020, it discussed with Mr. Sellan the results of the bench test and informed him that because the meter had passed the bench test and that no other evidence of meter malfunction had been found, Aqua was not aware of any basis for an adjustment to the December bill.

13. Aqua avers that on January 14, 2020 it contacted Mr. Sellan and advised that he could be present while the meter was retested, to which Mr. Sellan declined.

14. Aqua avers that it has reviewed Mrs. Sellan's account and the associated billing statements for accuracy and has not identified any billing errors.

15. Aqua avers that it has offered Mr. and Mrs. Sellan the opportunity to conduct a leak detection. Aqua further avers that as of the filing of the answer, Mr. and Mrs. Sellan have declined the offer for a leak detection.

16. Aqua avers that as of the date of this Answer, the total amount due on the account for water and sewage service is \$180.83.

17. Aqua is without sufficient knowledge or information to admit or deny the remaining allegations in the complaint, and generally denies any allegations not specifically admitted or denied in this Answer in accordance with Ohio Adm. Code 4901-9-01(D). Aqua neither attests nor concedes to the authenticity of any document attached to the Complaint.

### **AFFIRMATIVE DEFENSES**

#### **SECOND DEFENSE**

18. 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**

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

#### **FOURTH DEFENSE**

20. The complaint does not set forth a claim for which relief may be granted.

### **SIXTH DEFENSE**

21. Aqua at all times complied with the 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.

### **SEVENTH DEFENSE**

22. Aqua reserves the right to raise other defenses as warranted by discovery in this matter.

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

Dated: March 30, 2020

Respectfully submitted,

/s/ Christopher T. Kennedy  
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(All counsel willing to accept service by email)

ATTORNEYS FOR AQUA OHIO, INC.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Answer was served by mail to the following person this 30th day of March, 2020:

Robert and Denise Sellan  
4356 Bitterroot Dr.  
Westerville, Ohio 43081

/s/ Lucas A. Fykes  
One of the Attorneys for Aqua Ohio, Inc.

**This foregoing document was electronically filed with the Public Utilities**

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Summary: Answer Answer electronically filed by Mr. Christopher T Kennedy on behalf of Aqua Ohio, Inc.