

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

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PUCO

**KAROLYN K. GUENTHER,**

**Complainant,**

**v.**

**THE EAST OHIO GAS COMPANY  
d/b/a DOMINION EAST OHIO,**

**Respondent.**

**Case No. 07-979-GA-CSS**

**ANSWER**

Respondent The East Ohio Gas Company d/b/a Dominion East Ohio ("DEO"), for its Answer to the Complaint, responds as follows:

**FIRST DEFENSE**

1. Denies the allegation that "Tennent [sic] evicted 1-26-07" from 2477 Church Street for lack of knowledge or information sufficient to form a belief as to the truth thereof.
2. Admits that Complainant opened an account in her name with DEO on January 22, 2007.
3. Admits that Complainant reported a "gas odor" to DEO on January 30, 2007.
4. Admits that on January 30, 2007, DEO discovered a service-line leak and shut off gas service at 2477 Church Street. DEO denies that the meter at 2477 Church Street was replaced on "Feb 11/07," but avers that the replacement meter was installed on January 30, 2007, with a reading of 000.0. DEO further avers that this meter was sealed until DEO received notification that the service line had been repaired.
5. Avers that on February 1, 2007, DEO received a service installation record from a contractor hired by Complainant informing DEO that the service line had been repaired at 2477

Church Street. DEO denies the allegation that on “Feb 11/07 paid \$800[] for new gas line from street to house” for lack of knowledge or information sufficient to form a belief as to the truth thereof.

6. Avers that on February 1, 2007, a contractor hired by DEO retied the repaired service line at 2477 Church Street into DEO’s mainline. DEO further avers that on February 1, 2007, the meter at 2477 Church Street was unsealed but not turned on because the contractor did not have access to the premises and could not relight the appliances.

7. Denies the allegation that “elec heaters used so pipes wouldn’t freeze” for lack of knowledge or information sufficient to form a belief as to the truth thereof.

8. Denies the allegation that “ground was frozen so a few wks passed before gas was turned back on” for lack of knowledge or information sufficient to form a belief as to the truth thereof. DEO admits that gas service “was turned back on” at 2477 Church Street at some point following February 1, 2007 (*i.e.*, when the service line was tied into DEO’s mainline and the meter was unsealed). DEO denies that it turned the gas service back on, but avers that the meter was not sealed after February 1, 2007, and that Complainant or an agent of Complainant (such as a contractor) could have turned on the gas.

9. Denies the allegation that Complainant and unspecified others “continued to keep house warm with electric heaters (2)” for lack of knowledge or information sufficient to form a belief as to the truth thereof.

10. Admits that Complainant paid \$35.66 on March 6, 2007, for a bill prepared on February 20, 2007.

11. Admits that Complainant paid \$5.70 on April 2, 2007, for a bill prepared March 21, 2007.

12. Admits that Complainant's bill prepared on April 18, 2007, was \$218.81. DEO denies the allegation that this bill was "sudden[]" to the extent it alleges that Complainant's April bill was irregular in any way. DEO avers that the April bill reflected an actual meter read of 17.9 on April 18, 2007.

13. Admits that Complainant contacted DEO regarding the April 2007 bill.

14. Denies the allegation that "the rental has triple locks" for lack of knowledge or information sufficient to form a belief as to the truth thereof.

15. Denies the allegation that "no one was in there [*i.e.*, 2477 Church Street]" for lack of knowledge or information sufficient to form a belief as to the truth thereof.

16. Denies the allegation that Complainant "live[s] next door" for lack of knowledge or information sufficient to form a belief as to the truth thereof.

17. Denies the allegation that Complainant was or is "still using [sic] elec. heaters" for lack of knowledge or information sufficient to form a belief as to the truth thereof.

18. Denies that Complainant "told gas co.[] to turn off gas." DEO avers that on April 23, 2007, Complainant contacted DEO regarding the April 2007 bill and asserted that the gas service was off at 2477 Church Street. DEO further avers that on April 24, 2007, its personnel arrived at 2477 Church Street and found that the gas service was on, despite Complainant's assertions to the contrary. DEO further avers that during this visit its personnel read the meter at 18.1, reflecting additional usage since the April 18 reading of 17.9, and turned off and sealed the meter.

19. DEO denies that it employs a person known as "Full Service Supervisor - Mrs. Ransox."

20. Admits that Complainant contacted the Public Utilities Commission of Ohio, but is without knowledge or information sufficient to form a belief as to the substance of any such contact.

21. Admits the allegation that “no one can help” to the extent it recognizes that Complainant has not stated a claim for which relief can be granted or otherwise set forth reasonable grounds for complaint. DEO otherwise denies this allegation for lack of knowledge or information sufficient to form a belief as to the truth thereof.

22. Denies the allegation that Complainant’s bill could reflect gas lost during the replacement of Complainant’s meter, the repair of Complainant’s service line, or the retying of the repaired service line into DEO’s mainline. DEO avers that even if gas had been “lost” during any of these procedures, by definition it would not have passed through the meter and hence would not have registered and been billed.

23. Denies the allegation that Complainant’s bill could reflect “the tenant’s [sic] bill.” DEO avers that all billed amounts are based on actual meter reads that post-date the opening of the account in Complainant’s name.

24. Admits the allegation that “Cust. Service Investigator – Stephen Watson could not help me” to the extent it recognizes that Complainant has not stated a claim for which relief can be granted or otherwise set forth reasonable grounds for complaint. DEO otherwise denies this allegation for lack of knowledge or information sufficient to form a belief as to the truth thereof.

25. Any allegation not expressly admitted in this Answer is denied.

## **SECOND DEFENSE**

26. The Complaint fails to state a claim for which relief can be granted.

## **THIRD DEFENSE**

27. The Complaint fails to set forth reasonable grounds for complaint.

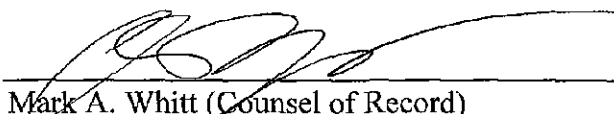
#### FOURTH DEFENSE

28. DEO at all times complied with Title 49, Ohio Revised Code; the rules, regulations, and orders of the Commission; and DEO's tariffs. These statutes, rules, regulations, and tariff provisions bar Complainant's claims.

29. DEO reserves the right to raise other defenses as warranted by discovery.

WHEREFORE, DEO respectfully requests an Order dismissing the Complaint and granting DEO all other necessary and proper relief.

Respectfully submitted,



Mark A. Whitt (Counsel of Record)

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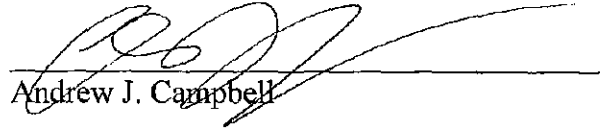
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ATTORNEYS FOR RESPONDENT  
THE EAST OHIO GAS COMPANY d/b/a  
DOMINION EAST OHIO

### **CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Answer was sent by ordinary U.S. mail to  
Karolyn K. Guenther, P.O. Box 536, Lakemore, Ohio 44250, this 25th day of September, 2007.



Andrew J. Campbell