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## BEFORE THE PUBLIC UTILITIES COMMISSION OF CHIER -7 PM 2: 57

Rachael E. Ballard,	PUCO
Complainant, v.	) ) Case No. 08-269-GA-CSS )
Columbia Gas of Ohio, Inc.,	· (
Respondent	)
COLUM	ANSWER OF IA GAS OF OHIO, INC.

Now comes the Respondent, Columbia Gas of Ohio, Inc. ("Columbia"), and files its Answer to the Complaint filed herein on March 17, 2008.

- Columbia admits the allegations contained in numbered Paragraph 1 of the Complaint.
- Columbia avers that the Complainant has been a customer of Columbia at the address stated in numbered Paragraph 2 of the Complaint since the connect date of July 13, 2005.
- 3. Columbia admits the allegation contained in numbered Paragraph 3 of the Complaint.
- 4. Columbia admits the allegation contained in numbered Paragraph 4 of the Complaint.

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- 5. Columbia admits the allegation contained in numbered Paragraph 5 of the Complaint.
- 6. Columbia denies the allegations contained in numbered Paragraph 6 of the Complaint.
- Columbia admits the allegations contained in numbered Paragraph 7 of the Complaint.
- 8. Columbia avers it did correctly record a meter reading on January 25, 2008.
  Columbia denies all the allegations in numbered Paragraph 8 of the Complaint to the extent they are inconsistent with the averment stated above.
- 9. Columbia avers that the allegations in numbered Paragraph 9 of the Complaint do not provide sufficient information to either admit or deny the allegations.
- 10. Columbia avers that the Complainant's bill dated February 13, 2008, included both a bill for one month's gas usage, and an extended payment plan amount for the adjusted prior twelve months usage previously not billed to the Complainant. Columbia denies the allegations in numbered Paragraph 10 of the Complaint to the extent they are inconsistent with Columbia's averments above.
- 11. Columbia avers that the amount billed to the Complainant on February 13, 2008, was \$475.48, which included the correct amount due for the correct gas usage of 111 Ccf for the period January 15 through January 25, 2008. Columbia denies the allegations in numbered Paragraph 11 of the Complaint to the extent they are inconsistent with Columbia's averments above.
- 12. Columbia denies the allegations in numbered Paragraph 12 of the Complaint.
- 13. Columbia denies the allegations in numbered Paragraph 13 of the Complaint.

- 14. Columbia denies the allegations in numbered Paragraph 14 of the Complaint.
- 15. Columbia avers that its bills to the Complainant from the initial connect date for service until January 25, 2008, were based on incorrect gas usage information.
  Columbia denies the allegations in numbered Paragraph 15 of the Complaint to the extent they are inconsistent with Columbia's averment above.
- 16. Columbia avers that it is entitled to bill and collect from the Complainant the applicable rates for gas service provided for actual gas usage during the twelve months immediately preceding the discovery of the meter reading and billing errors in the Complainant's account. Columbia denies the allegations in numbered Paragraph 16 to the extent they are inconsistent with the averment above.
- 17. Columbia has insufficient information at this time to either admit or deny the allegations contained in numbered Paragraph 17 of the Complaint. However, Columbia avers that it did respond to the Commission's investigation of an informal complaint to the Commission by the Complainant dated February 6, 2008.
- 18. Columbia avers that numbered Paragraph 18 of the Complaint does not contain factual allegations, but rather is a recitation of the Complainant's prayer for relief and desired outcome for this case. Therefore, no admission or denial is required or appropriate.

## Affirmative Defenses:

19. Columbia avers that with respect to the Complainants' account, Columbia has complied

with all applicable Ohio statutes, the Commission's Rules and regulations, and Columbia's tariff.

Respectfully submitted by

CQLUMBIA GAS OF OHIO, INC.

Rodney W. (Anderson, Trial Attorney

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**Attorney for Respondent** 

COLUMBIA GAS OF OHIO, INC.

## CERTIFICATE OF SERVICE

I hereby certify that I have served a copy of the foregoing Answer by mailing same by regular U.S. mail to Rachael E. Ballard, 12436 Adams Lane, Pataskala, Ohio 43062 this 7<sup>th</sup> day of April, 2008.

Rodney W Anderson

Attorney for

COLUMBIA GAS OF OHIO, INC.