

**FILL**



5

5020 Bradenton Ave Dublin, OH 43017 | [www.igsenergy.com](http://www.igsenergy.com) | Phone: 877-923-4447 | Fax: 614-923-1010

Direct: 614-652-1215  
E-mail: [rwaterman@igsenergy.com](mailto:rwaterman@igsenergy.com)

June 10, 2008

Public Utilities Commission of Ohio  
Docketing Division  
13<sup>th</sup> Floor  
180 East Broad Street  
Columbus, OH 43215

RECEIVED-DOCKETING DIV  
2008 JUN 11 AM 10:06  
PUCO

Dear Sir or Madam:

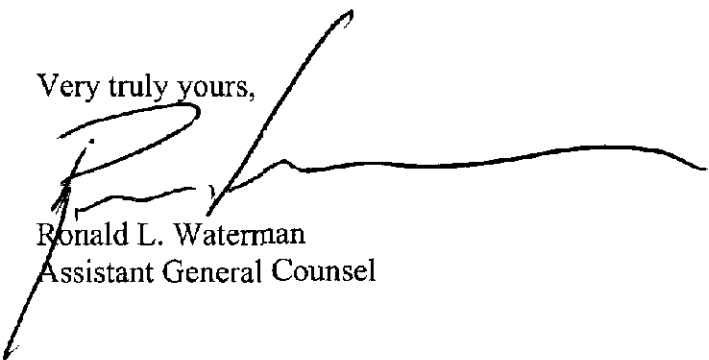
**Re: Ralph Schroer v. Interstate Gas Supply, Inc.; Case No. 08-332-GA-CSS**

Please find the enclosed original and 11 copies of the Answer of Interstate Gas Supply, Inc. in the above-mentioned matter.

Please return one file-stamped copy to me in the enclosed postage-prepaid envelope.

Please call me with any questions.

Very truly yours,



Ronald L. Waterman  
Assistant General Counsel

Enclosures

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.  
Technician SM Date Processed 6/11/08

**BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Complaint of:

Ralph Schroer  
2817 Cherry St. Apt. 4  
Toledo, Ohio 43608,

Complainant

v.

Interstate Gas Supply, Inc.,

Respondent.

Case No. 08-332-GA-CSS

---

**ANSWER OF INTERSTATE GAS SUPPLY, INC.**

---

For its Answer to the Complaint of Ralph Schroer ("Complainant"), Interstate Gas Supply, Inc. ("IGS") states as follows:

**FIRST DEFENSE**

1. In response to the allegations contained in the first sentence of the Complaint, IGS admits that during November 2006, IGS offered a fixed rate that would last through the November 2007 billing cycle if a customer enrolled into that offer. However, Complainant did not attempt to enroll in that offer, and in any case he would not have been eligible without cancelling his then-current annual, fixed price contract which had renewed beginning with the April 2006 billing cycle.
2. In response to the allegations contained in the second sentence of the Complaint, IGS: (a) denies that it acted contrary to its advertising by changing Complainant's rate for the April 2006 billing cycle because the rate changed in strict accordance with Complainant's contract terms, and furthermore, a fixed, annual rate beginning with the April 2006 billing cycle bears no relationship to a

fixed rate offer occurring seven months later during November 2006; (b) denies for lack of knowledge whether Complainant's rate from April 2006 to April 2007 was approximately 50% higher than comparable rates because IGS does not know what other annual contracts were offered by other suppliers for fixed rates lasting from April 2006 through March 2007; (c) denies changing the Complainant's rate without his knowledge or consent because IGS mailed to Complainant a "rollover letter" on or about January 30, 2006, which explained Complainant's new, annual fixed price and also provided an opportunity to renew at a lower price; (d) denies that IGS' rates were unwarranted; and (e) denies that IGS provided gas to Complainant from April 2006 to April 2007 because IGS stopped serving Complainant's accounts on or about January 17, 2007.

3. IGS denies the allegations contained in the third sentence of the Complaint. IGS sent the "rollover letter" described in paragraph 2 (c) above, and the letter was not returned to IGS by the post office.
4. In response to the allegations contained in the fourth sentence of the Complaint, IGS again denies that its rates were unwarranted and denies for lack of knowledge the remainder of the sentence.
5. IGS denies the allegations contained in the first clause of the fifth sentence of the Complaint for the same reasons set forth in paragraphs 2(b) and 2(c) above. The remainder of the fifth sentence contains a request for relief which IGS denies.
6. IGS denies the request for relief contained in the sixth sentence of the Complaint.

7. To the extent that the seventh sentence of the Complaint contains any allegations of fact, IGS denies those allegations.
8. IGS is without sufficient knowledge or information to admit or deny the allegations in the eighth sentence of the Complaint.

#### **SECOND DEFENSE**

9. The Complaint must be dismissed for failure to set forth reasonable grounds for proceeding to a hearing as required by R.C. §4905.26.

#### **THIRD DEFENSE**

10. The Complaint must be dismissed for failure to state a claim.

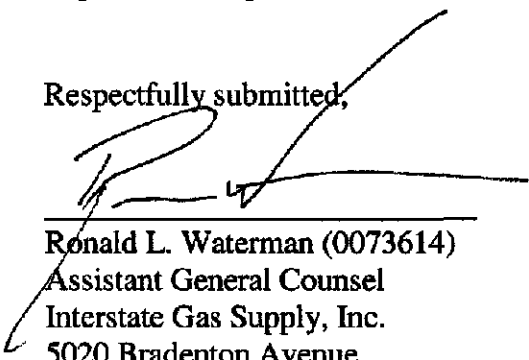
#### **FOURTH DEFENSE**

11. IGS reserves the right to raise additional defenses or to withdraw any of the foregoing defenses as necessary during the investigation and discovery of this matter.

#### **REQUEST FOR RELIEF**

WHEREFORE, having fully answered, IGS respectfully moves this Commission to dismiss the Complaint with prejudice and to deny Complainant's request for relief.

Respectfully submitted,



Ronald L. Waterman (0073614)  
Assistant General Counsel  
Interstate Gas Supply, Inc.  
5020 Bradenton Avenue  
Dublin, OH 43017  
phone: 614-652-1215  
fax: 614-923-1010  
e-mail: rwaterman@igsenergy.com

### **Certificate of Service**

A copy of this Answer of Interstate Gas Supply, Inc. was served via overnight mail upon the party at the address listed below on June 10, 2008.



Ronald L. Waterman

Ralph Schroer  
2817 Cherry St. Apt. 4  
Toledo, Ohio 43608