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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

2008 JUN 16 PM 3:43

PUCO

MARK SVINKIN,

Complainant,

v.

Case No. 08-639-GA-CSS

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

Respondent.

ANSWER

Respondent The East Ohio Gas Company d/b/a Dominion East Ohio ("DEO"), for its Answer to the Complaint and pursuant to Rule 4901-9-01(D), Ohio Administrative Code, generally denies any and all allegations that it provided inadequate or unreasonable service to Complainant or violated any statute, regulation, Commission order or tariff provision. In support thereof, DEO:

FIRST DEFENSE

1. Avers that on March 3, 2008, Complainant scheduled a March 6, 2008 appointment with DEO personnel to have his meter inspected.
2. Avers that on March 6, 2008, DEO personnel arrived at Complainant's address and found that Complainant was not home. DEO personnel read the meter but were unable to complete a full inspection because of Complainant's absence. This read confirmed that Complainant's Automatic Meter Reading device ("AMR") was working correctly.

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3. Avers that on March 12, 2008, Complainant called DEO and asked that DEO send personnel to his house to immediately read his meter. DEO offered to schedule an appointment but Complainant would not do so.

4. Avers that on April 3, 2008, Complainant called DEO and complained about the amount due on his bill. DEO further avers that Complainant insisted on an appointment to be scheduled after 4 p.m.; upon being informed of the hours then available for appointments, Complainant hung up.

5. Avers that in the first two weeks of June 2008, DEO tested Complainant's meter and found that the meter was 0.6% slow, that is, it was recording less gas than was actually being consumed. DEO further avers that this meter was therefore accurate R.C. 4933.09.

6. Avers that any bills issued by DEO relating to usage from December 21, 2007, to January 25, 2008 speak for themselves.

7. Admits that Complainant paid \$157.71 on February 6, 2008. DEO further avers that no payments have been received on Complainant's account since this payment although Complainant continued to receive service.

8. Denies that Complainant "checked meter reading on February 3, 2008" and observed a reading of "36 MCF" for lack of knowledge or information sufficient to form a belief as to the truth thereof.

9. Avers that any bills issued by DEO relating to usage from January 25, 2008, to February 22, 2008 speak for themselves.

10. Denies that \$240.66 "is too high payment for two bedroom apartment."

11. Denies that Complainant "talked to person who also lives in two bedroom apartment in the next buildings and paid about \$120.00 for the same period of time" for lack of knowledge or information sufficient to form a belief as to the truth thereof.

12. Denies the following allegations for lack of knowledge or information sufficient to form a belief as to the truth thereof: "The owner of a two bedroom apartment in other next building moved to Florida and my neighbor paid for utility expenses of his apartment. This neighbor notified DEO about big gas usage in the apartment where nobody used gas. DEO replaced the meter."

13. Denies that Complainant "asked DEO to check [his] meter and . . . was promised that meter would be checked, but nothing was done by DEO" for lack of knowledge or information sufficient to form a belief as to the truth thereof. DEO avers that it attempted to read and inspect Complainant's meter on March 6, 2008, but the meter could only be read and could not be thoroughly checked because of Complainant's absence.

14. Admits that "[a] DEO employee made [an] actual reading of [Complainant's] meter on March 6, 2008."

15. Denies that "that employee did not check the meter" for lack of knowledge or information sufficient to form a belief as to the truth thereof. DEO avers that it attempted to read and inspect Complainant's meter on March 6, 2008, but the meter could only be read and could not be thoroughly checked because of Complainant's absence.

16. Denies that Complainant "called to DEO" and "was told that the meter was not checked because [Complainant] was not at home" for lack of knowledge or information sufficient to form a belief as to the truth thereof. DEO avers that Complainant called DEO on

April 3, 2008, and was informed that his meter was read on March 6, 2008, but could not be thoroughly checked at that time because of Complainant's absence.

17. Denies that Complainant "immediately called to the DEO Executive Office (phone: 888-263-8989) regarding unfair bill for gas usage" for lack of knowledge or information sufficient to form a belief as to the truth thereof. DEO avers that Complainant has called DEO numerous times to complain about his bills.

18. Denies that Complainant's "request to check [Complainant's] meter was denied and [Complainant] was told that it would be necessary to check [Complainant's] furnace" for lack of knowledge or information sufficient to form a belief as to the truth thereof.

19. Denies "the maintenance crew of [Complainant's] Condominium provides multiple checks of furnaces (motor oil, gas line check, temperature pressure gage [sic], etc.) before a winter season" for lack of knowledge or information sufficient to form a belief as to the truth thereof.

20. Denies that "that DEO does not provide service after 4 PM."

21. Denies that Complainant's "request for DEO service on Saturday was denied" for lack of knowledge or information sufficient to form a belief as to the truth thereof. DEO avers that Complainant on more than one occasion would not schedule appointments if his first request was not available.

22. Denies that "[c]able and phone companies make appointments after 4 PM" for lack of knowledge or information sufficient to form a belief as to the truth thereof.

23. Denies the following allegations for lack of knowledge or information sufficient to form a belief as to the truth thereof: "The meter was replaced with new one for apartment 204 in our building in April 2008. The owner of apartment 204 was not there. I asked a DEO

employee, who did that replacement, about verification and possible replacement of the meter for apartment 205. The DEO employee answered that he did not receive such an order.”

24. Denies all allegations related to or describing the actions or omissions of the Commission, its Call Center, any of its representatives or employees, or any Commissioner for lack of knowledge or information sufficient to form a belief as to the truth thereof.

25. Admits that Complainant has filed a number of informal complaints against DEO, and denies the dates on which these complaints were allegedly filed for lack of knowledge or information sufficient to form a belief as to the truth thereof.

26. Denies that Complainant “received no response from . . . DEO” for lack of knowledge or information sufficient to form a belief as to the truth thereof. DEO avers that it has responded to Complainant’s calls and requests for meter readings and inspections on numerous occasions.

27. Denies that “a representative of the Executive office denied [Complainant’s] request to set a time for DEO service on Saturday” for lack of knowledge or information sufficient to form a belief as to the truth thereof. DEO avers that Complainant on more than one occasion would not schedule appointments if his first request was not available.

28. Avers that, with respect to Complainant’s request that “DEO investigate[] [Complainant’s] meter,” DEO has tested Complainant’s meter and determined it to be accurate under R.C. 4933.09.

29. Denies that “it is DEO’s responsibility” to “investigate[] Complainant’s . . . furnace and explains the cause(s) of high gas expenditure by [his] furnace.”

30. Denies that it is DEO’s responsibility to “determine[] what should be repaired or replaced and what company is responsible for that.”

31. Denies that Complainant is entitled "to two times decrease [Complainant's] DEO payment for dispute period of time."

32. Admits that "it is [Complainant's] duty to pay for DEO services" that are provided to Complainant.

33. Denies that DEO "[f]ailed to follow its rules and regulations on file with the Commission."

34. Denies that DEO "strongly overcharged [Complainant] for gas usage" or that "DEO charges are unjust and unreasonable."

35. Denies that "[t]he public utility has provided inadequate service."

36. Denies that "[t]he gas meters were replaced in our and next buildings, but [Complainant's] request to check [Complainant's] meter was denied without any explanation" for lack of knowledge or information sufficient to form a belief as to the truth thereof.

37. Denies generally any allegation not specifically admitted or denied in this Answer, pursuant to Section 4901-9-01(D), Ohio Administrative Code.

SECOND DEFENSE

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

THIRD DEFENSE

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

FOURTH DEFENSE

40. Section 4901-9-01(B), Ohio Administrative Code, requires complaints to contain "a statement which clearly explains the facts which constitute the basis of the complaint." The Complaint does not "clearly explain[] the facts" but sets forth a mixture of factual allegations, legal conclusions, and rhetorical questions. The compound nature of many of the statements in the Complaint makes exceedingly difficult the task of discerning (and thus answering) the factual

allegations contained therein. To comply with its obligations under the Commission's rules of procedure, DEO has answered the Complaint to the best of its ability, but reserves the right to amend its Answer if DEO is prejudiced in any way by the Complainant's failure to clearly explain his allegations.

FIFTH DEFENSE

41. 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.

42. DEO reserves the right to raise additional defenses as warranted by discovery in this matter.

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

Respectfully submitted,



Mark A. Whitt

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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 Mark Svinkin, 13821 Cedar Road, Apartment 205, South Euclid, Ohio 44118, this 16th day of June, 2008.

A handwritten signature in black ink, appearing to read "Mark A. Whitt", is written over a horizontal line.

Mark A. Whitt