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October 14, 2009

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

Dear Sir or Madam:

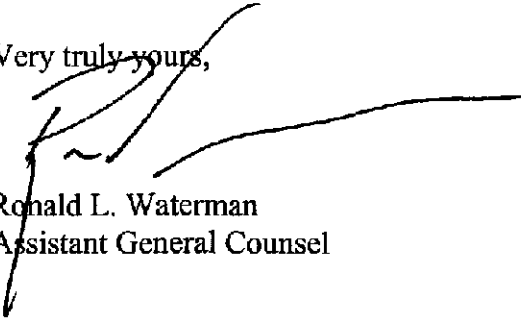
Re: Randy Coleman, Sr. v. Interstate Gas Supply, Inc.; Case No. 09-828-GA-CSS

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

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BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Complaint of:)

Randy Coleman, Sr.)
5333 St. Andrews St. NW)
Canton, OH 44708)

Complainant)

v.)

Interstate Gas Supply, Inc.,)

Respondent.)

Case No. 09-828-GA-CSS

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ANSWER OF INTERSTATE GAS SUPPLY, INC.

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

FIRST DEFENSE

1. In response to the first "reason" of the first paragraph in the Complaint, IGS denies for lack of sufficient knowledge whether the Complainant was the only person authorized to transfer service of Account No. 6500033515913 at the relevant time.
2. In response to the second "reason" of the first paragraph in the Complaint, IGS denies for lack of sufficient knowledge whether the Complainant directly informed the utility or IGS regarding the transfer of Account service to IGS; however, IGS does have evidence that the Complainant or someone else with authority to administer the Account did transfer service to IGS via telephone enrollment.

3. In response to the third "reason" of the first paragraph in the Complaint, IGS denies for lack of sufficient knowledge whether the Complainant actually opened and read the letter and contract which was delivered to the account's address; however, IGS did timely send to the customer a welcome letter and written contract detailing the terms and conditions summarized in the telephone enrollment, thereby fulfilling IGS' obligations under rule 4901:1-29-06(E)(2)(a) of the Ohio Administrative Code. A copy of that letter and contract is attached as Exhibit A. The letter and contract were not returned by the U.S. Postal Service as undelivered to IGS.
4. In response to the first sentence of the second paragraph in the Complaint, IGS denies the Complainant's characterization of his new price as "high;" in fact, according to the invoice copies attached to the Complaint, the new price was actually **\$3.695 per Mcf LOWER than the price billed in the previous month, before the transfer of gas supply service to IGS.** IGS denies for lack of sufficient knowledge whether the Complainant contacted East Ohio Gas.
5. In response to the second sentence of the second paragraph in the Complaint, IGS denies for lack of sufficient knowledge any allegations related to any subjects allegedly discussed between the Complainant and East Ohio Gas.
6. In response to the third sentence of the second paragraph in the Complaint, IGS admits only that someone telephoned IGS regarding the account and that an IGS representative played back the recorded telephonic verification which was created in accordance with OAC 4901:1-29-06(E)(1). IGS denies for lack of sufficient knowledge whether the recorded voice was that of a male or female.

7. In response to the fourth sentence of the second paragraph in the Complaint, IGS denies that IGS conducted any improper transfer of service. IGS has a valid, recorded telephonic verification.
8. In response to the fifth and sixth sentences of the second paragraph in the Complaint, IGS denies for lack of sufficient knowledge whether the Complainant was the only person authorized to transfer service of Account No. 6500033515913 at the relevant time.
9. As to the first sentence of the third paragraph in the Complaint, IGS denies that Complainant changed the payment plan for the account by transferring service to IGS: according to the invoice copies attached to the Complaint, the account appears to have remained in the utility's "Current Plus Payment Plan." The charges grew higher only because the account's consumption increased due to colder weather in the winter.
10. As to the second sentence of the third paragraph in the Complaint, IGS admits only that Complainant included copies of invoices with the Complaint, but IGS denies that any of the IGS charges on those invoices were unauthorized.
11. As to the first sentence of the fourth paragraph in the Complaint, IGS denies that the account balance should be no more than \$557.68. The account was billed at the correct rate under the valid agreement with IGS, but even if the account had never been enrolled with IGS, the gas charges would have been much higher than \$557.68. Also, the account appeared to remain under the utility's "Current Plus Payment Plan."

12. As to the second sentence of the fourth paragraph in the Complaint, IGS again admits only that Complainant included copies of invoices with the Complaint, but to the extent that the remainder of that sentence contains any allegations of fact, IGS denies those allegations.
13. The only sentence of the final paragraph of the Complaint contains a request for relief which IGS denies.

SECOND DEFENSE

14. The Complainant should be estopped from claiming any damages because he could have rescinded the transfer of gas supply service to IGS by following the instructions contained in the contract which was delivered to the account address of record within days of the enrollment.

THIRD DEFENSE

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

FOURTH DEFENSE

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

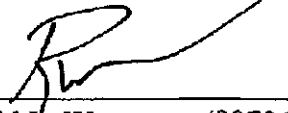
FIFTH DEFENSE

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

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

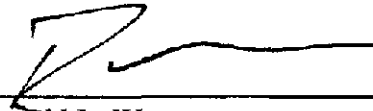
Respectfully submitted,



Ronald L. Waterman (0073614)
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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 October 14, 2009.



Ronald L. Waterman

Randy Coleman, Sr.
5333 St. Andrews St. NW
Canton, OH 44708