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BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

TODD PEARSON,

Complainant,

v.

THE EAST OHIO GAS COMPANY D/B/A
DOMINION EAST OHIO,

Respondent.

Case No. 11-286-GA-CSS

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ANSWER

Pursuant to Rule 4901-9-01(D), Ohio Administrative Code ("O.A.C."), the Respondent, The East Ohio Gas Company d/b/a Dominion East Ohio ("DEO"), files its Answer to the Complaint of Todd Pearson (the "Complainant").¹

FIRST DEFENSE

1. DEO admits that the Complainant has an account for service at 968 Fern Street, Conneaut, Ohio 44030-2112 (the "Account"). DEO admits that it established service for the Account on November 16, 2009. DEO admits that its service technician turned off a lit burner tube in the Complainant's furnace on September 27, 2010.

2. DEO denies the Complainant has been "facing monthly shut off/disconnect services threats" since he initiated service. DEO avers the Complainant did not receive a disconnection notice until his March 8, 2010 billing statement. DEO further avers that after March 2010, the Complainant received four more disconnection notices on the April 8, 2010, September 7, 2010, October 6, 2010, and November 3, 2010 billing statements.

¹ Although Complainant did not present his allegations in individually-numbered paragraphs, DEO hereby responds to the allegations in paragraph form. As noted in paragraph 14, any allegation not specifically admitted or denied herein is denied.

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3. DEO is without sufficient knowledge or information to form a belief as to the truth of the allegation that the Complainant only uses the furnace and hot water tank, sets the hot water tank at a low temperature, and owns a computerized thermostat.

4. DEO denies that it received complaints from the Complainant after the Complainant started getting his first utility bill. DEO avers it received its first complaint from the Complainant on September 24, 2010, to which it responded by investigating the complaint at the Complainant's residence on September 27, 2010.

5. DEO denies that the Complainant was billed for over \$300 solely for natural gas service in June, July, and August 2010, and avers that the Complainant failed make any payments for his natural gas service for those three months resulting in the Complainant accruing a substantial account balance. DEO further avers that it billed the Complainant \$120.40 for natural gas service in June, \$92.63 for natural gas service in July, and \$83.10 for natural gas service in August, in addition to the late payment charges accruing from the Complainant's failure to pay.

6. DEO admits the Complainant filed Claim No. 2010153922 with its claims department. DEO also admits it offered the Complainant \$100 to resolve the claim. DEO avers it denied the Complainant's claim because the service technician who lit the furnace on November 16, 2009, specifically remembers turning the burner tube off before leaving the Complainant's premises. DEO also avers it denied the Complainant's claim because the hot water tank, red tagged during the November 16, 2009 service initiation, was found to be repaired when DEO inspected the premises on September 27, 2010.

7. DEO admits it has billed the Complainant \$1,306.60 as of the date of the Complaint, but denies the Complainant has paid over \$870 as of the date of the Complaint.

8. DEO is without sufficient knowledge or information to form a belief as to the truth of the allegation that the Complainant averages \$400 to \$450 for natural gas service over the past few years.

9. DEO admits it billed the Complainant, as of the date of the Complaint, for using 121.2 Mcfs since he initiated service in November 2009.

10. DEO is without sufficient knowledge or information to form a belief as to the truth of the allegation that the Complainant averages 36 to 38 Mcfs per year.

11. DEO is without sufficient knowledge or information to form a belief as to the truth of the allegation that DEO's service technician was the only person to touch the furnace from November 16, 2009 to September 27, 2010.

12. DEO denies that its service technician, who lit the Complainant's furnace on November 16, 2009, left the burner tube lit.

13. DEO admits it denied the Complainant's informal request for copies of DEO's service work orders from November 16, 2009 and September 27, 2010.

14. DEO denies generally any allegations not specifically admitted or denied in this Answer, pursuant to Rule 4901-9-01(D), O.A.C.

SECOND DEFENSE

15. DEO avers that its service technician turned off the burner tube on the Complainant's furnace when he initiated natural gas service on November 16, 2009.

THIRD DEFENSE

16. DEO avers that the Complainant has been billed by DEO for bona fide, valid and authorized charges, and that all meter readings are correct.

FOURTH DEFENSE

17. The Complaint fails to set forth reasonable grounds for complaint, as required by O.R.C. § 4905.26.

FIFTH DEFENSE

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

SIXTH DEFENSE

19. The Complaint does not comply with the Commission's minimum standards for acceptable complaints. Specifically, the Complaint does not contain "a statement of the relief sought," as required by Rule 4901-19-01(B), O.A.C. since the Complainant cannot request monetary damages to be awarded in this proceeding.

SEVENTH DEFENSE

20. DEO reserves the right to raise other 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,

A handwritten signature in cursive script, reading "Melissa L. Thompson". The signature is written in black ink and is positioned above the printed name and contact information.

Mark A. Whitt (Counsel of Record)

Melissa L. Thompson

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Gas Company d/b/a Dominion East Ohio

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was served by ordinary U.S. mail, postage prepaid, to the following persons on this 7th day of February, 2011:

Todd Pearson
P.O. Box 174
968 Fern Street
Conneaut, Ohio 44030

A handwritten signature in cursive script, reading "Melissa L. Thompson", is written over a horizontal line.

One of the Attorneys for Respondent The East Ohio
Gas Company d/b/a Dominion East Ohio