

3. Aqua is without sufficient knowledge or information to either admit or deny whether Mr. Barrera “first contacted AQUA [sic] on 4 January 2013 [sic] in regard to [his] bills.” Aqua avers that Mr. Barrera contacted the Company on January 4, 2013.

4. Aqua is without sufficient knowledge or information to either admit or deny that it sent “a technician to read the meter for 8 days, then schedule[d] a Field Supervisor . . . to evaluate the case,” or that the “Field Supervisor” “never showed up.” Aqua admits that it sent a field service representative to read the meter on January 8 and 11, 2013; Aqua avers that the latter read was in Mr. Barrera’s presence. Aqua avers that the field service representative found neither any leaks on the Company’s service line nor any problems with Mr. Barrera’s meter.

5. Aqua is without sufficient knowledge or information to either admit or deny whether Mr. Barrera paid “\$133.00 service charges to an independent Water Service Company [sic] to conduct [an] inspection” or whether “their finding was no licking [sic] in the house.”

6. Aqua admits that it changed Mr. Barrera’s meter for testing on January 21, 2013, and that it tested Mr. Barrera’s meter on January 31, 2013, in accordance with its Commission-approved tariff. *See* P.U.C.O. No. 15, Sheet No. 40, Item 8(L). Aqua admits that that Mr. Barrera’s meter tested within the applicable performance standards.

7. Aqua is without sufficient knowledge or information at this time to either admit or deny whether Mr. Barrera “contacted Mr. Sam Frazzini.” Aqua admits that Mr. Frazzini is a Production and Field Supervisor.

8. Aqua is without sufficient knowledge or information to either admit or deny whether Mr. Barrera “told [Mr. Frazzini] that [he] never requested to change the meter . . . and asked to explain his finding.”

9. Aqua is without sufficient knowledge or information to either admit or deny whether Mr. Frazzini “stated that the letter is a standard letter and that it is AQUA [sic] procedures [sic] to change the meter in cases like [Mr. Barrera’s] and that the meter test results are based on the last 30 days of the meter operations.”

10. Aqua is without sufficient knowledge or information to either admit or deny whether Mr. Barrera “asked [Mr. Frazzini] that since the meter was replaced in 21 January and he tested on 31 January, the results did not reflect how the meter functioned during the months of Nov-Dec12 [sic].” Aqua is without sufficient knowledge or information to either admit or deny whether Mr. Frazzini “agreed and stated that the tester machine AQUA [sic] uses can only go back 30 days.”

11. Aqua is without sufficient knowledge or information to either admit or deny whether Mr. Barrera has “been talking to two or three different AQUA [sic] about my case with not positive agreement [sic].”

12. Aqua admits that it offered a 20 percent reduction to Mr. Barrera’s December 2012 bill. Aqua further avers that it also offered Mr. Barrera a payment arrangement on the total account balance. Aqua further avers that Mr. Barrera rejected both offers. Aqua further avers that these offers of compromise in no way reflected admissions of liability by Aqua and that under Ohio law such offers are not admissible to prove liability for or invalidity of Mr. Barrera’s claim or its amount. *See* Evid.R. 408.

13. Aqua denies generally any allegations not specifically admitted or denied in this Answer, in accordance with Ohio Adm. Code 4901-9-01(D).

AFFIRMATIVE DEFENSES

SECOND DEFENSE

14. The complaint does not comply with the Commission’s rules requiring “a statement which clearly explains the facts.” Ohio Adm. Code 4901-9-01(B). The allegations are not in numbered-paragraph, but narrative, form; many of the allegations and statements in the complaint are compound; and many of the allegations omit numerous details necessary to answer

them. The Company has attempted, to the best of its ability, to answer the allegations, but reserves the right to amend its answer in the event it has incorrectly understood the allegations.

THIRD DEFENSE

15. The complaint fails to set forth reasonable grounds for complaint, as required by R.C. 4905.26.

FOURTH DEFENSE

16. The complaint fails to state a claim upon which relief can be granted.

FIFTH DEFENSE

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

SIXTH DEFENSE

18. The Company reserves the right to raise other defenses as warranted by discovery in this matter.

Accordingly, the Company respectfully requests an Order dismissing the complaint and granting it all other necessary and proper relief.

Dated: March 18, 2013

Respectfully submitted,

/s/ Gregory L. Williams

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ATTORNEYS FOR

AQUA OHIO WATER COMPANY

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answer was served to the following person
by U.S. mail on this 18th day of March, 2013:

Fredy A. Barrera
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/s/ Gregory L. Williams
Gregory L. Williams

One of the Attorneys for
Aqua Ohio Water Company

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

3/18/2013 4:11:18 PM

in

Case No(s). 13-0521-WS-CSS

Summary: Answer to the Complaint electronically filed by Mr. Gregory L. Williams on behalf of Aqua Ohio Water Company