

FILE

LAW OFFICE OF
W. BLAIR LEWIS LLC

15-0405-6A-CSS

February 23, 2015

(4)

Public Utilities Commission of Ohio
Docketing Division
180 East Broad St.
Columbus, OH 43215-3793

Re: *Complaint against Columbia Gas*

To Whom It May Concern:

This law firm represents Harris Design Services ("Harris"). Harris hereby submits its formal complaint against Columbia Gas.

My name and address

W. Blair Lewis
Law Office of W. Blair Lewis, LLC
400 Andover Drive
Powell, OH 43065

Columbia Gas customer

Harris Design Services
985 Schrock Rd.
Suite 100
Columbus, OH 43229

Account number:

1 4899243 001 000 1

Service address:

2430 Stelzer Rd
Columbus, OH 43219-3128

RECEIVED-DOCKETING DIV
2015 FEB 25 AM 11:08
PUCO

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 fl Date Processed FEB 23 2015

Name of public utility:

Columbia Gas

Statement of facts:

Harris Design Services is an architectural firm. When Harris is not occupying the Property, it sometimes rents the Property to other businesses. Over the winter of 2013-2014, Harris was not occupying the Property and was not renting it to anyone else. The Property was vacant. Although it was vacant, however, the owners of Harris regularly checked the Property and made sure it was secure and well-kept inside and out.

In or about August of 2013, Columbia Gas and other utilities began performing construction work (the "Construction Work") on and off for several months adjacent to the south and west side of the Property. Upon information and belief, the Construction Work was associated with an underground vault installation.

Bruce Harris is one of the owners of Harris Architects. Harris traveled to the Property and checked it in late December, 2013. The interior and exterior of the Property were secure without any issues. The furnace is approximately seven years old. The furnace was running when Harris visited the Property in late December, 2013. Harris set the thermostat to 65 degrees Fahrenheit.

Harris received an extremely high water bill for the Property on or about February 7, 2014. Mr. Harris opened the water bill and, fearing that there might be a problem, immediately traveled to the Property to inspect it. Upon entering the Property, he immediately discovered water and ice on the floor of the kitchenette area of the Property, water in the hallway and in the room adjacent to the kitchenette and other damage. Harris discovered that the ceiling had collapsed with icicles hanging from the ceiling. Harris also heard water running. Harris discovered that a pipe had burst and, as a result, the interior of the Property suffered severe and extensive water damage.

Harris called Columbia Gas on February 10, 2013 and asked the representative if Columbia Gas had turned off the gas and if so why. The representative said Columbia Gas had **not** turned off the gas to the Property. The representative further stated that the gas meter had been serviced in November, 2013.

For some reason that is not yet exactly known, the gas to the Property was shut-off at some point last winter by Columbia Gas of Ohio. This is true despite the fact that Columbia Gas denied that the gas was shut off when Harris called. As stated, Columbia Gas and another company were performing construction work on property near the Property at that time which included digging. Upon information and belief, one of the companies performing the work

adjacent to the Property hit the gas line and Columbia Gas shut the gas off as a result. Columbia Gas did so without any notice whatsoever to Harris. The lack of heat caused by the lack of gas combined with the failure to notify Harris that the gas had been turned off caused the pipe in the Property to burst.

Representatives of Harris called Columbia Gas to find out why the gas had been turned off. On several occasions, at least one of which was after the pipe burst, Columbia Gas representatives told Harris that Columbia Gas had not turned off the gas.

Finally, in or about April, 2014, Columbia Gas sent a technician to the Property. Bruce Harris met the technician at the Property. After examining the gas meter and gas lines, the technician told Harris that Columbia Gas had turned off the gas, that the gas line had been "hit" and that Columbia Gas should have notified Harris that the gas service was interrupted. Harris told the technician that Columbia Gas representatives had told Harris on the telephone that the gas had not been turned off. The technician further stated to Harris that since he was able to get that information from his truck at the Property site, customer service should have been able to get that information and inform Harris.

Janet Harris of Harris Design Services called Columbia Gas at least three times to find out when the gas had been turned off. Because the representatives were not able or not willing to provide that information on at least two prior occasions, Mrs. Harris called again on April 14, 2014 to get the shut-off date. Mrs. Harris heard the representative reading the notes and heard her say something that led Mrs. Harris to believe that the service was shut-off on November 16, 2013. As stated, Harris discovered the pipe burst when Bruce Harris traveled to the Property to inspect the Property on February 6th, 2014. Assuming the gas was turned off on November 16th, 2013 as the Columbia Gas representative indicated, then the gas was off almost three winter months, which gave the pipes plenty of time to freeze and burst.

Columbia Gas failed to provide service to Harris and failed to provide any notice whatsoever that the gas had been turned either before or after the gas was turned off.

Statement of what we would like the PUCO to do

Harris Design Services has suffered over \$100,000 worth of damages as a direct and proximate result of the action of Columbia Gas shutting off the gas and then the inaction of Columbia Gas when it failed to provide notice that it turned off the gas either before or after the gas was shut off. If Columbia Gas had provided such notice, Harris could have heated the Property by other means or drained the water lines so that the pipes would not freeze. However, Columbia Gas failed to provide any such notice. Despite the fact that Columbia Gas turned off the gas to Harris' property without notice, Columbia Gas has denied that it has any liability for the incident.

Harris requests that the PUCO issue an Opinion and Order that states Columbia Gas unlawfully shut Harris' gas off and unlawfully failed to provide notice of such termination either before or after. Additionally, Harris requests that the PUCO specifically state in its Opinion and Order that Columbia Gas's conduct violated R.C. 4905.61.

Sincerely,


W. Blair Lewis