

**Formal Complaint Form**

Jim and Heidi Humphrey  
Customer Name (Please Print)

116 Meadow Lane  
Customer Address

Marietta OH 45750  
City State Zip

**Against**

n/a  
Account Number

same as above  
Customer Service Address (if different from above)

Dominion East Ohio  
Utility Company Name

City State Zip

Please describe your complaint. (Attach additional sheets if necessary)

Please see attached correspondence outlining all issues in dispute.

NOTE: The subsections of Marietta code referenced by Mr. Dent have no applicability to this situation.

RECEIVED-DOCKETING DIVISION

2016 APR 11 PM 3:55

PUCO

James R. Humphrey  
Signature

(714) 629-4867 (cell) or (714) 350-3341  
Customer Telephone Number

(work)

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 AW Date Processed 4/11/16

DOMINION EAST OHIO  
PO Box 27463  
Richmond, VA 23261

June 29, 2015

JAMES HUMPHREY  
116 MEADOW LANE  
MARIETTA, OHIO 45750

Dear Mr. Mitchell:

I am the adjuster that was assigned to review your claim regarding the new concrete in your driveway apron not matching the rest of your driveway. I have thoroughly reviewed your claim and at this time must respectfully deny any liability. Dominion East Ohio Gas and its contractors are only responsible to replace the concrete that was removed during the excavation.

*The PUCO would not have jurisdiction to require DEO to replace or repair the sidewalk, especially since a subcontractor completed restoration. The PUCO has jurisdiction over the utility company and the utility company's actions relating to service and rates under its Tariff. There is nothing in DEO's Tariff relating to the PIR rather than the rate structure and recovery. Specifically, it does not dictate a utility's requirements for restoration.*

It appears that municipalities have jurisdiction over construction specifications for sidewalks. I researched Marietta's ordinance and found that 905.03; 905.04; and 905.05 specifically provide how sidewalks should be constructed, laid, and repaired. It does not state that anything other than the work area must be replaced.

We believe that Dominion East Ohio Gas has fulfilled its restoration duties pursuant to the City of Marietta's ordinance.

Additionally, the contractor that poured the new concrete is the entity you would contact regarding any defects in the new concrete. R&R Pipeline, Inc. 155 Dayton Road, Neward, Ohio 43055 740-345-3692.

Sincerely,



Joe Dent  
Sr. Claims Agent  
Dominion Resources Services, Inc.  
Office: (216) 736-6253  
Fax: (216) 736-5308

**905.03 CONSTRUCTION SPECIFICATIONS.**

All sidewalks hereafter constructed, laid or repaired on any street of the City shall be constructed, laid and repaired of and with cement concrete, in accordance with certain specifications for Portland cement concrete sidewalks to be constructed in the City, which specifications are now on file in the office of the Director of Public Safety and Service in the City Hall, of and to the width hereinafter provided, the width hereinafter given applying to the sidewalk on both sides of the street: on Greene Street, from Front Street to Second Street, from the curb line to the street line; on Front Street, from Greene Street to Putnam Street, from the curb line to the street line; on Front Street, from Putnam Street to Washington Street, at least eight feet; on Second Street, from Putnam Street to Washington Street, at least eight feet; on Third Street, from Putnam Street, to Washington Street, at least eight feet; on Fourth Street, from Putnam Street to Washington Street, at least eight feet; on Fifth Street, from Putnam Street to Washington Street, at least eight feet; on Butler Street, from Front Street to Second Street, from the curb line to the street line; on Putnam Street, from Front Street to Third Street, from the curb line to the street line; on Putnam Street, from Third Street to Fifth Street, at least eight feet; on Scammel Street, from Front Street to Fifth Street, at least eight feet; on Wooster Street, from Front Street to Eighth Street, at least eight feet; on Washington Street, from Front Street to Eighth Street, at least eight feet; on Second Street, from Ohio Street to Butler Street, at least eight feet; on Second Street, from Butler Street to Putnam Street, at least twelve feet; on Third Street, from Ohio Street to Putnam Street, at least eight feet; on Fourth Street, from Hart Street to Putnam Street, at least eight feet; on Greene Street, from Second Street to Fourth Street, at least eight feet; on Gilman Street, from Lancaster Street to Virginia Street, at least eight feet; on Maple Street, from Front Street to Elm Street; at least eight feet; on Franklin Street, from Lancaster Street to Virginia Street, at least eight feet; on any and all other streets not hereinbefore specified, at least six feet.  
(1957 Code §18-21)

**905.04 WIDTH OF SIDEWALKS.**

Notwithstanding the provisions of Section 905.03 when, in the opinion of the Director of Public Safety and Service and the City Engineer, it is not possible to construct cement concrete sidewalks of a width as designated by Section 905.03, then such cement concrete sidewalks shall be constructed of such width as, in the judgment of the Director of Public Safety and Service and the City Engineer, shall be deemed practical.

(1957 Code §18-22)

**905.05 NONCONFORMING CONSTRUCTION; ALTERING.**

Any sidewalk constructed, laid or repaired on any street within the City inconsistent with the provisions of Sections 905.03 and 905.04 shall, on recommendation of the Director of Public Safety and Service, be ordered reconstructed, laid or repaired in accordance with Sections 905.03 and 905.04 and upon the failure of the owner of the land abutting on the sidewalk to make the changes so ordered, within the time specified in the notice ordered by Council, the Director of Public Safety and Service may have the same done at the expense of the owner. All such expenses shall be assessed on the abutting property in the manner provided by law.

(1957 Code §18-23)

116 Meadow Lane  
Marietta, Ohio 45750  
June 4, 2015

Dominion East Ohio  
98 Starlite Drive  
Marietta, Ohio 45750  
Attn: Jason L. Harris, Gas Operations Supervisor

Dear Mr. Harris:

I am writing in reference to the repairs to my driveway completed at 116 Meadow Lane.

It has now been over seven months since these repairs were completed in order to facilitate the replacement of the gas line of my neighbor across the street. The two newly poured concrete sections have not changed color significantly since the replacement and remain a complete mismatch with the remainder of the driveway.

An addition problem arose recently when the City of Marietta needed to replace our water meter. As I mentioned in my original correspondence to you, the water meter cover located in the new sections appeared to have been sealed in when the concrete was poured by your subcontractor. This concern was validated by the technicians from the water department from the City of Marietta, who indicated that there should have been a spacer placed around the meter cover when the concrete was poured. In order to replace the water meter, the City of Marietta had to chip the concrete around the water meter cover, leaving multiple areas of damage.

I remain dissatisfied with the work that has been completed and would respectfully request your consideration in having the driveway replaced. As I have previously noted, the homes surrounding ours in this neighborhood do not have mismatched driveways.

The Ohio Department of Insurance requires that a reasonable match be affected on all repairs completed to real property in the state. I do not believe that I am being unreasonable in requesting that my driveway be replaced in order to allow for a proper match of the color and texture of the concrete.

I have enclosed an estimate for the replacement of the driveway from Ken Strahler Masonry, a local reputable contractor who has been doing concrete work in the Marietta area of decades. I would hereby request compensation for the total estimated cost to replace the driveway of \$22,900.00, as well as any other supplemental costs that might be required to complete this operation.

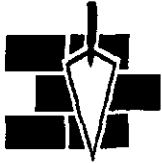
You are welcome to contact me at (740) 629-4867 (cell) if you would like to make arrangements to stop and look at the coloration and texture of the new concrete and the issues which have arisen due to the replacement of the water meter. I would appreciate the resolution of this issue

no later than Friday, July 3, 2015. Should I not receive reimbursement for the cost to replace the driveway by that date, I will consider my alternatives in pursuing this matter. This may include a complaint with the Public Utilities Commission of Ohio or legal action against Dominion East Ohio as warranted.

We appreciate your consideration.

Sincerely,

James R. Humphrey III  
Heidi A. Humphrey



# Ken Strahler Masonry, Inc.

116 Alta Street  
Marietta, Ohio 45750

# Proposal

Proposal #: 992  
Proposal Date: May 25, 2015  
Page: 1

Voice: 740-373-4529  
Fax: 740-373-6850

| Proposal to:  |
|---|
| Humphrey III Mr. James<br>116 Meadow lane<br>Marietta, OH 45750 |

| Customer ID | Good Thru |
|-------------|-----------|
| R1091       | 6/24/15   |

| Payment Terms                |
|------------------------------|
| Net Due 50% down bal on comp |

| Description  | Amount    |
|--|-----------|
| <p>This is a quote to replace the concrete driveway from the street to the newer section in front of the house. The first section at the bottom of the drive is 10' X 30'. The next section splits and goes to the street on both sides.</p> <p>Start at the bottom and break out the concrete and haul off site.</p> <p>Set forms for a 5" thick concrete driveway.</p> <p>Prepare the sub grade and compact.</p> <p>Pour Class C concrete.</p> <p>Broom finish and apply curing compound.</p> <p>Continue up the driveway to the street on both sides and pour the concrete.</p> <p>Strip forms and place top soil along the edge seed and place straw.</p> <p>Two dead men shall be installed in the driveway . One on each side . The dead man shall be 24" wide 3' deep and 8' long with rebar tied in to the driveway.</p> <p>Labor , material and equipment for the above work.</p> <p>Payment one half when the work begins balance due upon completion of the work.</p> | 22,900.00 |

We propose to furnish material and labor, complete in accordance with above specifications for the sum of **22,900.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

*Kenneth E Strahler*

Authorized Signature

**Acceptance of Proposal** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_ Signature \_\_\_\_\_ Date of Acceptance \_\_\_\_\_



116 Meadow Lane  
Marietta, Ohio 45750  
October 31, 2014

Dominion East Ohio  
98 Starlite Drive  
Marietta, Ohio 45750  
Attn: Jason L. Harris, Gas Operations Supervisor

Dear Mr. Harris:

I wanted to follow up with you regarding the repairs to my driveway completed at 116 Meadow Lane in Marietta.

As you are aware, the removal and replacement of the top two sections of my driveway was necessitated by the repair of the gas line of my neighbor across the street. It is my understanding that the gas line ran under my driveway. A subcontractor working on behalf of Dominion East Ohio removed a section of the driveway to access the gas line, filling in the space with compacted gravel. Several weeks later, the subcontractor returned to remove and replace the top two sections.

We spoke by telephone on the date that the sections were torn out to begin the replacement process. Unfortunately, I was not contacted by either Dominion East Ohio or the subcontractor to advise that the work would be completed that date. I had requested the opportunity to move our vehicles to the street as we did during the initial repair, thereby allowing easier departure from the property.

When I questioned the employees of the subcontractor about the lack of communication, I was told that they had been instructed by Dominion East Ohio to complete the repairs on that date. The backhoe operator for the subcontractor was quite rude and in definite need for customer service training. I subsequently contacted you to discuss this issue, and you indicated that the subcontractor should have notified me of the start of repairs on that date. As so often happens in today's society, nobody wanted to take responsibility and accountability for the lack of communication that ultimately inconvenienced my wife and me. It should be noted that I am not even a customer of Dominion East Ohio, as our home was built with electric only.

With the repairs now complete, I am left with the concern that I had when this job began: a two-toned, mismatched driveway. The coloration of the concrete utilized to complete this repair is not close to the original driveway. My neighbors are very particular, and neither they, nor I, are happy with this. It also appears as though the access to the water meter has been sealed by the concrete work that was performed, although I presume that you will hear from the City of Marietta if this is, in fact, the case.

As a long-time claims manager with Nationwide Insurance, I am well aware of the position taken by the Ohio Department of Insurance with respect to your obligation to provide a reasonable match in this repair. At this time, a reasonable match has not been achieved. I am willing to wait until spring to see if the concrete cures further and achieves the appropriate match in coloration. However, it is my intention to contact you to discuss the replacement of the entire driveway if this does not occur. I will likely request the use of a concrete contractor of my choosing to complete the replacement, as I was obviously not pleased with the work or the service of your subcontractor.

If you have any questions or would like to discuss this further, please do not hesitate to contact me at (740) 629-4867 (cell). Otherwise, I will plan to contact you on Monday, March 16, 2015 to revisit this issue.

Sincerely,

James R. Humphrey III



Jason L. Harris  
Gas Operations Supervisor

**Dominion East Ohio**  
98 Sandite Drive, Marietta, OH 45750  
Phone: 740-568-3403; Fax: 740-568-3410; Mobile: 740-336-2009  
Network: 8-658-3403; Email: Jason.L.Harris@dom.com