

**BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO**

JEFF EDELSTEIN,	)	
	)	
Complainant,	)	
	)	
v.	)	Case No. 21-0232-WS-CSS
	)	
AQUA OHIO, INC.,	)	
	)	
Respondent.	)	

**ANSWER**

In accordance with Ohio Adm.Code 4901-9-01(D), the Respondent, Aqua Ohio, Inc. (Aqua or the Company), for its answer to the Complaint of Jeff Edelstein (Complainant), states:

**FIRST DEFENSE**

1. Aqua admits that Complainant receives water and sewer service under an account ending 3513 at 4463 Reinbeau Dr., Columbus, OH 43232. (4463 Reinbeau).
2. Aqua admits that Complainant receives water and sewer service under an account ending 3511 at 4496 Reinbeau Dr., Columbus, OH 43232. (4496 Reinbeau).
3. Aqua avers that on Complainant previously submitted an Ohio Leak Adjustment Request Form regarding 4463 Reinbeau noting the billing months affected as June and July of 2020.
4. Aqua avers that Complainant previously submitted an Ohio Leak Adjustment Request Form regarding 4496 Reinbeau noting the billing month affected as March 2020.
5. Aqua avers that the Company, as a courtesy to the customer, may grant a one-time credit adjustment to an account during a 12-month period, when a major leak has occurred on the

customer's service line that requires repairs and has caused significant excessive increase in consumption.

6. Aqua avers that the Company's leak adjustment program is a voluntary program, not required by any Commission rule or tariff provision, offered to its customers with metered accounts to assist them with the financial burden associated with a high bill caused by a major service line leak.

7. Aqua avers that the Company grants leak adjustments on a case-by-case basis, provided that the customer has sent in proof of the repair being made.

8. Aqua avers that the Company's policy is to apply any leak adjustment only to the highest monthly bill for the account during the affected period, and not to consecutive high bills caused by the same leak.

9. Aqua avers that the Company reviewed pictures and other documentation provided by Complainant and concluded that the leaks at 4463 Reinbeau and 4496 Reinbeau were located on the portion of the service line for which Complainant was responsible.

10. Aqua avers that between December 28, 2020 and December 30, 2020, the Company provided Complainant with a detailed explanation of the proposed adjustments in response to the leak adjustment forms submitted for 4463 Reinbeau and 4496 Reinbeau.

11. Aqua avers that leak adjustments are calculated per Company policy by subtracting the base rate or the average bill from the customer's single highest monthly bill. The months used to calculate the average bill can either be the three months prior to the leak or the corresponding three months from the prior calendar year, depending on the customer's typical usage. That amount is then divided by 50 percent for leaks that are the customer's responsibility.

12. Aqua avers that on December 30, 2020, the Company informed Complainant that the leak adjustment applied to the 4463 Reinbeau account would be as follows:

Highest Monthly Total Bill: \$1,676.23

July 2020 Sewer Charge: \$888.31 (July 6, 2020 bill)

Average Bill Charge: \$149.76 (May-July 2019)

Sewer Adjustment: \$369.28

Total Adjustment: \$730.68.

13. Aqua avers that on December 30, 2020, the Company informed Complainant the leak adjustment applied to 4496 Reinbeau account would be as follows:

Highest Monthly Total Bill: \$912.04 (March 2020)

March 2020 Sewer Charge: \$488.16

Average Bill Charge: \$140.33 (February-April 2019)

Sewer Adjustment: \$173.92

Total Adjustment: \$334.16

14. Aqua avers that on December 30, 2020, the Company applied the total leak adjustment of \$730.68 on the account for water and sewage service for 4463 Reinbeau and the total leak adjustment of \$334.16 on the account for water and sewage service for 4496 Reinbeau.

15. Aqua avers that on January 6, 2021, Complainant informed the Company customer service representative over the phone that he disagreed with Aqua's leak adjustment calculation and believed the calculation should be performed differently.

16. Aqua avers that on January 13, 2021, the Company's customer service representative advised Complainant over the phone that Aqua would make no additional leak adjustments to the accounts associated with 4463 Reinbeau and 4496 Reinbeau.

17. Aqua avers that it has reviewed Complainant's accounts and the associated billing statements for accuracy and has not identified any billing errors.

18. Aqua avers that as of the date of this Answer, the total amount due for 4463 Reinbeau on the account for water and sewage service is \$1,050.76.

19. Aqua avers that as of the date of this Answer, the total amount due for 4496 Reinbeau on the account for water and sewage service is \$262.42.

20. Aqua is without sufficient knowledge or information to admit or deny the remaining allegations in the complaint, and generally denies any allegations not specifically admitted or denied in this Answer in accordance with Ohio Adm. Code 4901-9-01(D). Aqua neither attests nor concedes to the authenticity of any document attached to the Complaint.

## **AFFIRMATIVE DEFENSES**

### **SECOND DEFENSE**

21. 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**

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

**FOURTH DEFENSE**

23. The complaint does not set forth a claim for which relief may be granted.

**FIFTH DEFENSE**

24. The complaint is barred by laches, waiver, and estoppel.

**SIXTH DEFENSE**

25. Aqua at all times complied with the 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.

**SEVENTH DEFENSE**

26. Aqua reserves the right to raise other defenses as warranted by discovery in this matter.

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

Dated: March 30, 2021

Respectfully submitted,

/s/ Christopher T. Kennedy  
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(All counsel willing to accept service by email)

ATTORNEYS FOR AQUA OHIO, INC.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Answer was served by mail to the following person this 30th day of March, 2021:

Jeff Edelstein  
2428 Morse Ravine Dr.  
Columbus, Ohio 43224

/s/ Lucas A. Fykes  
One of the Attorneys for Aqua Ohio, Inc.

**This foregoing document was electronically filed with the Public Utilities**

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**Case No(s). 21-0232-WS-CSS**

Summary: Answer Answer electronically filed by Christopher T Kennedy on behalf of Aqua Ohio, Inc.